IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SUN VALLEY ORCHARDS, LLC, Plaintiffs, v. U.S. DEPARTMENT OF LABOR, *et al.*, Defendants.	Case No. 1:21-CV-16625-JHR-MJS

CERTIFICATION OF ADMINISTRATIVE RECORD

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

Executed: December 14, 2021.

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

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SUN VALLEY ORCHARDS, LLC, Plaintiffs, v. U.S. DEPARTMENT OF LABOR, *et al.*, Defendants.	Case No. 1:21-CV-16625-JHR-MJS

ADMINISTRATIVE RECORD INDEX

Proceedings before the Administrative Law Judge (ALJ) (Case No. 2017-TAE-00003) (2017-MSPA-00002)			**Page**
	Date	**Document Name**	
1.	June 22, 2016	Letter from Charlene Rachor, District Director, Wage and Hour Division, U.S. Department of Labor ("Wage and Hour Division") to Sun Valley Orchards, LLC ("Sun Valley") Regarding Notice of Determination of Wages Owed and Assessing Civil Money Penalties	AR – 0001
2.	July 20, 2016	Letter from Christopher Schulte, Counsel for Sun Valley, to Wage and Hour Division Requesting a Hearing Regarding Assessment of Civil Money Penalties	AR – 0009
3.	August 9, 2016	Letter from Charlene Rachor, District Director, Wage and Hour Division to Agustin Hernandez Regarding Assessment of Civil Money Penalty for Violations of the Migrant and Seasonal Agricultural Worker Protection Act ("MSPA")	AR – 0012
4.	September 2, 2016	Letter from Christopher Schulte, Counsel for Agustin Hernandez, to Wage and Hour Division Requesting a Hearing Regarding Assessment of Civil Money Penalties	AR – 0018

5.	December 23, 2016	Letter from Jason Glick, Counsel for the Administrator, Wage and Hour Division ("Administrator"), to Chief ALJ Henley, requesting consolidation of 2017-TAE-00003 and 2017-MSPA-00002 and attaching: 1. Order of Reference for 2017-TAE-00003 2. Order of Reference for 2017-MSPA-00002 3. Notice of Appearance of Jason Glick, as Counsel for Administrator in 2017-TAE-00003 4. Notice of Appearance of Jason Glick, as Counsel for Administrator in 2017-MSPA-00002	AR – 0021
6.	January 18, 2017	ALJ Initial Notice of Hearing and Pre-Hearing Order	AR – 0030
7.	January 27, 2017	Notice of Appearance of Christopher Schulte, as Counsel for Sun Valley Orchards and Hernandez (collectively, "Respondents")	AR – 0039
8.	January 27, 2017	Joint Motion for Revised Schedule	AR – 0042
9.	February 7, 2017	ALJ Order Granting the Parties Joint Motion for Revised Schedule	AR – 0046
10.	April 13, 2017	Administrator's Emergency Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions	AR – 0051
11.	April 14, 2017	Respondent Sun Valley's Opposition to Administrator's "Emergency" Motion to Waive Rules	AR – 0074
12	April 21, 2017	ALJ Order Granting Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions	AR – 0085
13.	April 24, 2017	Letter from Administrator to ALJ Timlin Regarding Court's April 21, 2017 Order Granting Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions	AR – 0090
14.	April 26, 2017	Letter from Respondent to ALJ Timlin Regarding De Bene Esse Depositions	AR – 0093
15.	May 8, 2017	Letter from Administrator to ALJ Timlin Enclosing Stipulation of Dismissal and Order for 2017-MSP-00002	AR – 0096

16.	May 15, 2017	ALJ Order Approving Stipulation of Dismissal of 2017-MSP-00002	AR – 0100
Proceedings before the Administrative Law Judge (ALJ) (Case No. 2017-TAE-00003)			
17.	May 17, 2017	Joint Motion for Revised Schedule	AR – 0104
18.	May 22, 2017	ALJ Order Granting Joint Motion for Revised Schedule	AR – 0107
19.	May 23, 2017	Sun Valley's Emergency Motion for Revised Schedule	AR – 0111
20.	May 24, 2017	Administrator's Opposition to Respondent's Motion for a Third Extension to the Summary Decision Deadline	AR – 0117
21.	May 24, 2017	Sun Valley's Reply in Further Support of Emergency Motion for Revised Schedule	AR – 0124
22.	May 25, 2017	ALJ Order Granting Sun Valley's Emergency Motion for Revised Schedule	AR – 0129
23.	June 1, 2017	Administrator's Motion for Partial Summary Decision and Memorandum of Law in Support of the Administrator's Motion for Partial Summary Decision, with Enclosed Declarations and Exhibits	AR – 0133
24.	June 1, 2017	Sun Valley's Motion for Summary Decision and Memorandum of Law in Support of Sun Valley's Motion for Summary Decision, with Enclosed Declaration and Exhibits	AR – 0717
25.	June 5, 2017	Letter from Sun Valley to ALJ Timlin Submitting and Enclosing Replacement Pages for Sun Valley's Motion for Summary Decision, Exhibit 12	AR – 1169
26.	June 6, 2017	Joint Motion to Extend by One Week Certain Pre-Hearing Deadlines	AR – 1170
27.	June 8, 2017	ALJ Order Granting the Parties Joint Motion to Extend by One Week Certain Pre-Hearing Deadlines	AR – 1173
28.	June 8, 2017	Letter from Legal Assistant to the ALJ to Counsel for Sun Valley Confirming Receipt of Replacement Pages for Sun Valley's Motion for Summary Decision, Exhibit 12 and Returning the Originally Submitted Exhibit 12	AR – 1177

29.	June 15, 2017	Administrator's Memorandum of Law in Opposition to Sun Valley's Motion for Summary Decision, with Enclosed Declarations and Exhibits	AR – 1178
30.	June 15, 2017	Joint Stipulation of Agreed Facts and Joint Exhibits	AR – 1489
31.	June 15, 2017	Sun Valley's Memorandum of Law in Opposition to the Administrator's Motion for Partial Summary Decision, with Enclosed Exhibits	AR – 1668
32.	June 22, 2017	Administrator's Pre-Hearing Statement and Objections to Sun Valley's Preliminary Exhibit List	AR – 1692
33.	June 22, 2017	Sun Valley's Pre-Hearing Statement and Objections to the Administrator's Preliminary Exhibit List	AR – 1705
34.	June 27, 2017	Administrator's Pre-Hearing Motion for an Order to Compel the Hearing Appearance of Sun Valley's Employee, Agustin Hernandez	AR – 1717
35.	June 30, 2017	Parties' Stipulation Regarding Agustin Hernandez's Appearance at Trial	AR – 1725
36.	July 7, 2017	ALJ Order Denying Parties' Motions for Summary Decision	AR – 1729
37.	July 18, 2017	Hearing Transcript, Pages 1 – 165	AR – 1733
38.	July 19, 2017	Hearing Transcript, Pages 166 – 344	AR – 1899
39.	July 20, 2017	Hearing Transcript, Pages 345 – 652	AR – 2079
40.	July 21, 2017	Hearing Transcript, Pages 653 – 976	AR – 2388
41.	July 21, 2017	Administrator's Exhibits	AR – 2713
42.	July 21, 2017	Respondent's Exhibits	AR – 3906
43.	July 27, 2017	Letter from Administrator Submitting Password for Two Encrypted DVDs Provided to the Court During Hearing	AR – 4143
44.	September 25, 2017	Joint Motion to Set Post-Hearing Briefing Schedule	AR – 4144
45.	October 5, 2017	ALJ Order Granting Joint Motion to Set Post-Hearing Briefing Schedule	AR – 4147

46.	December 15, 2017	Administrator's Post-Hearing Brief	AR – 4151
47.	December 15, 2017	Sun Valley's Post-Hearing Brief	AR – 4260
48.	October 28, 2019	ALJ Decision and Order Affirming In Part and Modifying In Part the Administrator's Findings	AR – 4300
Proceedings before the Administrative Review Board (ARB) (Case No. 2019-0018)			
49.	November 27, 2019	Sun Valley's Petition for Review of a Decision and Order Affirming in Part and Modifying In Part the Administrator's Findings	AR – 4357
50.	December 6, 2019	Notice of Appeal and Order Establishing Brief Schedule	AR – 4372
51.	December 11, 2019	Sun Valley's Consent Motion to Extend Briefing Scheduling	AR – 4379
52.	December 19, 2019	ARB Order Granting Motion for Extension of Time to File Opening Brief	AR – 4381
53.	January 31, 2020	Sun Valley's Supporting Brief of Points and Authorities In Support of Reversal of a Decision and Order Affirming In Part and Modifying In Part the Administrator's Findings	AR – 4384
54.	February 5, 2020	Administrator's Motion for Extension of Time	AR – 4410
55.	February 14, 2020	ARB Order Granting Administrator's Motion for Extension of Time to File a Response Brief	AR – 4414
56.	March 20, 2020	Administrator's Response Brief	AR – 4417
57.	May 27, 2021	ARB Decision and Order	AR – 4488

United States Department of Labor
Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
Lawrenceville, New Jersey 08648
Tel. (609) 538-8310
Fax (609) 538-8314

Date: June 22, 2016

CERTIFIED MAIL RETURN RECEIPT REQUESTED: 7013 1710 0001 5882 0376

To: **Sun Valley Orchards, LLC**
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
Salem, New Jersey 08085

Subject: Notice of Determination of Wages Owed and Assessing Civil Money Penalties

Case Reference Number: 1765359

Dear Sir(s):

An investigation conducted by this office of Sun Valley Orchards, LLC d/b/a Sun Valley Orchards, relating to the requirements applicable to the employment of H-2A and other workers under the Immigration and Nationality Act (INA) as amended by the Immigration Reform and Control Act (IRCA) (8 U.S.C. 1101(a)(15)(H)(ii)(a),1184(c) and 1186) in Flemington, New Jersey, covering the period from April 13, 2015 through October 10, 2015, disclosed that Sun Valley Orchards, LLC failed to comply with Section 218 of the INA and applicable regulations at 20 C.F.R. Part 655 and 29 C.F.R. Part 501.

As a consequence of these H-2A violations, $369,703.22 in unpaid wages are owed to one hundred and forty seven workers. The specific violations and the wages owed associated with them are set forth in the attached matrix entitled *Summary of Violations*.

In addition, pursuant to Section 218(g)(2) of the INA and its implementing regulations at 29 C.F.R. Part 501, civil money penalties are hereby assessed in the amount of $212,250.00. The specific violations and the civil money penalties associated with them are set forth in the attached matrix entitled *Summary of Violations*.

The full amount(s) reflected above $581,953.22 is due and payable within 30 days to **"Wage and Hour Division, U.S. Department of Labor."** Payments by certified check or money order should be delivered or mailed to:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

The fact that the above sanctions/remedies are being imposed for the H-2A violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor, or the additional assessments of back wages or civil money penalties for violations of the H-2A provisions found at some future time.. Such other enforcement action may include the pursuit of unpaid wages, injunctive action, specific performance of the work contract, and denial or revocation of temporary alien agricultural labor certification.

The dollar amount(s) reflected above constitute a debt owed to the Federal government. This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Act of 1982, and departmental policies. Interest will be assessed at the Treasury Tax and Loan Account Rate on any balance outstanding from the date of this notice, accruing from the notice date. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, forward payments to the office listed above by the indicated due date.

You have the right to request a hearing on the determination that any or all of the violations occurred. Such request must be dated and in writing; must contain specific reasons why you believe that the violations for which you have been charged did not occur; and must be received within 30 days from the date of this letter by the Administrator, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3502, Washington, D.C. 20210, with a copy to this office. The procedure for requesting a hearing is provided in Section 501.33 of Regulations, 29 CFR 501. If a request for a hearing is not received within the time specified, the determination of the Administrator shall become the final and unappealable Order of the Secretary.

We would like to call to your attention that when a request for a hearing is filed with the Wage and Hour Administrator, the matter is referred to the Chief Administrative Law Judge. A formal hearing is then scheduled for a final determination with respect to the alleged violations. At such hearing you may, by yourself or through an attorney retained by you, present such witnesses, introduce such evidence and establish such facts as you believe will support your position.

Copies of Section 218 of INA and Regulations, 20 CFR Part 655 and 29 CFR Part 501 can be viewed at www.dol.gov.

Finally, we wish to point out that there may be a question as to the deductibility of civil money penalties paid as a business expense under the Internal Revenue Code. In this regard, you may wish to contact the Internal Revenue Service.

Sincerely,

Charlene Rachor
District Director

cc: Regional Administrator, Mark Watson, Jr.

Enclosures: Summary of Violations

U.S. Department of Labor
Wage and Hour Division

Case ID: 1765359

ACT: H-2A
EIN: 46-0542793
Name: Sun Valley Orchards, LLC

ER Address: 29 Vestry Road
Salem, NJ 08085

Unpaid Wages
Amount Due: $369,703.22

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

AMOUNT PAID: $_____

- - Regional Office Copy - -

U.S. Department of Labor
Wage and Hour Division

Case ID: 1765359

ACT: H-2A
EIN: 46-0542793
Name: Sun Valley Orchards, LLC

ER Address: 29 Vestry Road
Salem, NJ 08085

Amount Due In Civil Money Penalty: $212,250.00

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

AMOUNT PAID: $_____

DATE OF PMT: _____

CHECK NO. _____

SIGNATURE: _____

- - District Office Copy - -

Summary of Violations

Regulatory Requirement Violated	Summary Description	Unpaid Wages Owed	Civil Money Penalty
20 C.F.R. §655.122(d)(1)	**Employer failed to provide for or secure housing for those workers who are not reasonably able to return to their permanent residence at the end of the work day, without charge to the worker, that complies with the applicable housing safety and health standards.** Specifically, the investigation disclosed that the housing facility provided for workers was missing window screens and had screen doors not in good repair contributing to the insect infestation throughout the camp. Several bathroom sinks did not have hot water, refuse containers throughout facility were missing fly tight lids and multiple mattresses used by occupants for sleeping purposes were directly on the floor without a bed frame.	$0.00	$3,600.00
20 C.F.R. §655.122(g)	**Failure to comply with "meals" requirement(s).** Specifically, the investigation disclosed that the employer failed to provide free and convenient cooking and kitchen facilities to the workers that would enable them to prepare their own meals. The job offers for these contracts specifically stated that these facilities would be provided to workers. When the employer provides a meal plan, the job offer for the contract must state the charge for such meals, including drinks. The job offer for these contracts does not contain disclosure of meal charges and as such all meal and drink charges must be returned to the workers resulting in back wages being due to 147 affected workers.	$234,079.28	$198,450.00
20 C.F.R. §655.122(h)(4)	**Failure to provide transportation in compliance with all applicable Federal, State, or local laws and regulations between the worker's living quarters and the employer's worksite without cost to the worker.** Specifically, the investigation disclosed that three of the five vehicles used to	$0.00	$7,500.00

	transport workers had insufficient tread on the tires for safe operation and one had a non-functioning rear directional. Additionally, the five vehicles used to transport H-2A and corresponding workers were operated by drivers who failed to possess valid, unexpired driver's licenses recognized by the State of New Jersey for operation of same.		
20 C.F.R. §655.122(i)	**Failure to comply with the three-fourths guarantee.** Specifically, the investigation disclosed that 19 of the H-2A workers on the first contract of 2015 did not meet the ¾ guarantee since they were constructively forced to return home prior to the end of the contract period due to the myriad of misrepresentations on the contract, poor housing conditions, lack of transportation and general mistreatment by the employer and or his farm labor contractor. Additionally, 6 other workers employed in 2015 did not meet the ¾ guarantee based on a review of payroll records.	$135,623.94	$1,350.00
20 C.F.R. §655.122(q)	**Failure to comply with requirement to disclose the work contract.** Specifically, the investigation disclosed that the employer provided a copy of the worker contract that did not contain the actual conditions of employment. The contracts do not address the "meal plan" charges and misrepresent that free cooking facilities will be provided to the workers along with free transportation to purchase food. The kitchen facilities were locked, workers had no access to the kitchen for preparation of meals and transportation to purchase food was not provided.	$0.00	$0.00
20 C.F.R. §655.122(p)	**Failure to comply with "deductions" requirement(s).** Specifically, the investigation disclosed that the job offer did not specify "all" the deductions not required by law which the employer will make from workers' pay checks. The "meal plan" was not disclosed in the job offer or the contract. The back wages associated with this violation and penalty for same are addressed above in 20 CFR 655.122(g).	$0.00	$0.00

29 C.F.R. §501.5	**The investigation disclosed that Russell J. Marino sought to have covered workers waive rights conferred under sec. 218 of the INA, regulations at 20 C.F.R. § 655, or regulations at 29 C.F.R. § 501.** Specifically, the investigation disclosed that the employer and or his farm labor contractor coerced workers leaving the contracts prior to the ending date to sign a form created by Sun Valley Orchards, LLC stating that they were leaving early for "personal reasons" in an attempt to have them waive their ¾ guarantee rights as party to the contracts. Workers left the job early due to the conditions stated above in 20 CFR 655.122(i) and/or because of misrepresentations by the employer and/or his farm labor contractor.	$0.00	$1,350.00
Total		$369,703.22	$212,250.00

CTLake LLC Suite 500 • 325 Ninth Street, NW • Washington, DC 20004 • 202.463.3000 • 202.317.1664 fax

July 20, 2016

By Federal Express

Dr. David Weil
Administrator
Wage and Hour Division
United States Department of Labor
200 Constitution Avenue, N.W.
Room S-3502
Washington, D.C. 20210

Ms. Charlene Rachor
District Director
Wage and Hour Division
United States Department of Labor
3131 Princeton Pike, Building 5, Room 216
Lawrenceville, NJ 08648

Re: Request For Hearing Regarding Notice of Determination of Wages Owed and Assessment of Civil Money Penalties, No. 1765359 dated June 22, 2016

Dear Dr. Weil and Ms. Rachor:

Sun Valley Orchards, LLC ("Sun Valley") has retained this firm in connection with the above-referenced matter. Sun Valley requests a hearing as to every factual and legal issue raised by the Notice of Determination of Wages Owed and Assessment of Civil Money Penalties, No. 1765359 dated June 22, 2016 ("Notice").

Sun Valley Orchards is a family farm operated by 4 generations of the Marino family dating back almost 100 years. Sun Valley grows, packs, and distributes fresh market freestone peaches, cucumbers, squash, pickles, peppers, and asparagus on more than 2,000 acres of farmland in Swedesboro, New Jersey. Sun Valley is one of the largest growers, shippers, and packers in New Jersey.

The 2015 growing season was Sun Valley's first in the H-2A program after it was unable to find and hire enough qualified people to perform the seasonal work. For the 2015 season, which was the season giving rise to the current case, the Department of Labor ("DOL") certified Sun Valley for 40 workers for the period of April 13, 2015 to October 10, 2015 and 60 workers for the period of June 1, 2015 to October 10, 2015.

The Wage and Hour Division of DOL (WHD) investigated Sun Valley with respect to the H-2A certifications for the period of April 13. 2015 through October 10, 2015. The WHD Notice dated June 22, 2016 contends the Sun Valley failed to comply with the requirements of the DOL H-2A regulations. The Notice provides few details but has two primary allegations against Sun Valley: (1) that workers were not offered three-fourths of the hours of work as set forth in the job orders; and (2) the workers were provided a meal plan instead of cooking facilities for them to use on their own. The Notice also seeks civil money penalties (CMPs) related to allegations of minor housing and local transportation issues, and claiming that workers were asked to waive their rights under the H-2A program. There are also allegations for which no back wages or civil money penalties are associated in the Notice. In all, WHD seeks $369,703.22 in back wages for 147 workers and $212,250.00 in CMPs.

Sun Valley requests a hearing on every factual and legal issue raised by the Notice. The Notice alleges the violations described above, but fails to identify any of the workers or offer any information that would support those allegations. Sun Valley denies that it committed any of the violations alleged, and will defend itself vehemently against these charges. The allegations are false and the assessment of back wages and CMPs are legally unsupportable and erroneous.

The Notice appears (although it is impossible to discern with certainty, given the lack of information provided) to assess back wages for 100% of the DOL-approved meal rate that the workers paid for the 3 prepared meals per day for 6 months that the workers ate without raising an issue – not the difference between the fair market value of the meals provided and the cost of purchasing their own groceries and preparing their own meals (which would exceed the cost of the actual meals provided). The H-2A regulations absolutely do not require double-payment of this sort – essentially providing 6 meals per day per worker for the entire season. To the extent that the Administrative Law Judge finds any violation of the terms and conditions of the job order regarding meals for workers, the method used by WHD for calculating back wages and CMPs is clearly erroneous.

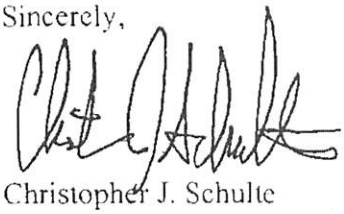
With respect to the three-fourths guarantee allegations, 20 C.F.R. § 655.122(n) provides that the obligation to offer (or pay for) the hours in question ends if the worker voluntarily terminates employment and the employer reports the early termination to DOL's Chicago National Processing Center (CNPC) and DHS. Here, there were two groups of workers who terminated employment before the end of the period-of-need in the job order. One group left very early in the season, but turned in their employee ID cards and signed documents explaining their reason for terminating their employment early. Sun Valley timely provided the required notice of these departures to CNPC and DHS, as required in the regulations. The workers were not asked to "waive their rights," since they had already decided to terminate their employment voluntarily (at great disadvantage to Sun Valley, which needed a full complement of workers to perform the work on the farm), they were simply asked to execute a document explaining why they had made their decision, as part of Sun Valley's reporting to CNPC and DHS on the

voluntary terminations. For workers who terminated their employment late in the season, they had already worked and been compensated for at least three-fourths of the hours offered in the job order. Thus, no back wages (or CMPs) are owed for either group of workers, pursuant to DOL's own regulations.

In addition to the factual and legal arguments set forth above, Sun Valley reserves its right to challenge the June 22 Notice based on all legal grounds available to it. Beyond these arguments, which will establish that Sun Valley has no liability for any of the alleged violations, Sun Valley challenges the calculation and assessment of CMPs. None are warranted because there were no violations, but the amounts assessed are at or near the maximum possible. The Notice offers neither explanation nor factual basis for these calculations. Application of the factors listed in 29 C.F.R. § 501.19(b) for determining appropriate CMPs shows that the CMPs are too high, assuming for the sake of argument, that there is an underlying back wage liability. Sun Valley demands strict proof that the CMPs were properly assessed and assessed in the correct amount.

For all of the foregoing reasons, Sun Valley Orchards denies all of the allegations asserted in the WHD Notice dated June 22, 2016, requests an evidentiary hearing before an Administrative Law Judge on these charges, and demands strict proof of any of the alleged violations and calculation of back wages and civil money penalties.

Sincerely,



Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington, D.C. 20004
(202) 465-3000 (p)
(202) 347-3664 (f)
cschulte@cj-lake.com

cc: Joe Marino, Sun Valley Orchards

Records Authentication Certificate **U.S. Department of Labor**

Section A. Legal Custodian

I HEREBY ATTEST, That the attached copy or copies of each document listed below is a true copy of a document in the official custody of the Department of Labor.

J L McKelly ADD USDOL WHD 12/22/16

Signature and Official Title | Agency and Office | Date

Section B. Authentication Officer

I HEREBY CERTIFY, That JOHN R KELLY who signed the foregoing attestation, is now and was at the time of signing ASSISTANT DISTRICT DIRECTOR and has legal custody of the official records of the United States Department of Labor therein attested and that full faith and credit should be given to his/her act as such.

IN WITNESS WHEREOF, I LAURENCE VASILE duly designated by the Secretary of Labor as an Authentication officer of the Department of Labor, have hereunto subscribed my name and caused the seal of the Department of Labor to be affixed this 23 day of DECEMBER 2016

Authentication Officer
U.S. Department of Labor
ON BEHALF OF
MARK L. VROOMAN

Rev. 8/04

U.S. Department of Labor

Wage and Hour Division
US Dept. of Labor, ESA Wage & Hour Div
3131 Princeton Pike
Building 5, Room 216
Lawrenceville, NJ 08648
609-538-8310
609-538-8314

August 09, 2016

RETURN RECEIPT REQUESTED 70143490000187529303

Agustine Hernandez
Agustine Hernandez FLC
744 Tomlin-Station Road
Mullica Hill, NJ 08062

Subject: Assessment of Civil Money Penalty for MSPA Violations
against Agustine Hernandez FLC dba Agustine Hernandez FLC

Case File No.: 1766737

Dear Mr. Hernandez:

An investigation of your operation under the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) covering the period 04/05/2015 to 10/11/2015 disclosed that you failed to comply with the Act. As a result of these violations and pursuant to Section 503(a) of the Act and 29 CFR Part 500, a civil money penalty is hereby assessed. The specific violation(s) and the amount assessed for the violation(s) is set forth on the attached.

The total civil money penalty assessed is $1,000.00.

The amount is due and payable within 30 days to "Wage and Hour Division, U.S. Department of Labor". Payment by certified check or money order should be mailed to Northeast Regional Office, The Curtis Center, Suite 850 West, 170 S. Independence Mall West, Philadelphia, PA 19106-3323. The fact that a penalty is being assessed for the MSPA violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor, or the additional assessment of a penalty for violations of the MSPA provisions found at some future time.

This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Act of 1982 and departmental policies. Interest will be assessed at the Treasury Tax and loan account rate on any balance outstanding from the date of this notice, accruing from the notice date. This rate is currently 1 %. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6 % will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, forward payment to the Regional Office listed above by the indicated due date.

You have the right to request a hearing on the determination that any or all of the violations occurred. Such request must be in writing; must contain specific reasons why you believe that the violations for which you have been charged did not occur; and must be filed within 30 days from the date of this letter with the Administrator, Wage and Hour Division, U.S. Department of Labor, in care of the originator of this letter at the address list in the letterhead above.

Procedure for filing a request for a hearing is provided in 29 CFR 500.212. **If a request for a hearing is not received within the time specified, the determination of the Administrator shall become the final and unappealable Order of the Secretary.**

We would like to call to your attention that when a request for a hearing is filed with the Wage and Hour Administrator, the matter is referred to the Chief Administrative Law Judge. A formal hearing is then scheduled for a final determination with respect to the alleged violation(s) At such hearing you may, by yourself or through an attorney retained by you, present such witnesses, introduce such evidence and establish such facts as you believe will support your position.

Copies of the Migrant and Seasonal Agricultural Worker Protection Act and 29 CFR Part 500 can be viewed at www.dol.gov

Further, we wish to point out that there may be a question as to the deductibility of civil money penalties paid as a business expense under the Internal Revenue Code. In this regard, you may wish to contact the Internal Revenue Service.

If you need additional information, please contact me.

Sincerely,

Charlene Rachor
District Director

List of Violations and Amounts Assessed

1. 01 Failure to disclose conditions to workers $1000

U.S. Department of Labor
Wage and Hour Division

Case ID: 1766737
ACT: MSPA
EIN: Owner SSN

Trade Name: Agustine Hernandez FLC
ER Address: 744 Tomlin-Station Road
Mullica Hill, NJ 08062
Amount Due: $1,000.00

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

Northeast Regional Office
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3323

AMOUNT PAID: $_____

- - Regional Office Copy - -

U S Department of Labor
Wage and Hour Division

Case ID. 1766737
ACT: MSPA
EIN Owner SSN

Trade Name: Agustine Hernandez FLC
ER Address: 744 Tomlin-Station Road
Mullica Hill, NJ 08062
Amount Due $1,000 00

YOU MUST RETURN THIS SHEET TO THE ASSESSING OFFICE

MAIL TO:

Southern NJ District Office
US Dept. of Labor, ESA Wage & Hour Div
3131 Princeton Pike
Lawrenceville, NJ 08648

AMOUNT PAID: $_____

DATE OF PMT: _____

CHECK NO. _____

SIGNATURE: _____

- - District Office Copy - -

CJ Lake LLC Suite 800 • 525 North Street, NW • Washington, DC 20001 • 202-463-5000 • 202-347-5661 FAX

September 2, 2016

By Federal Express

Dr. David Weil
Administrator
Wage and Hour Division
United States Department of Labor
200 Constitution Avenue, N.W.
Room S-3502
Washington, D.C. 20210

Ms. Charlene Rachor
District Director
Wage and Hour Division
United States Department of Labor
3131 Princeton Pike, Building 5, Room 216
Lawrenceville, NJ 08648

Re: Request For Hearing Regarding Assessment of Civil Money Penalties, No. 1766737 dated August 9, 2016

Dear Dr. Weil and Ms. Rachor:

The Lawrenceville, NJ regional office of the Wage & Hour Division ("WHD") issued the attached notice, dated August 9, 2016 ("Notice") assessing $1,000 in civil money penalties ("CMPs") for alleged MSPA violations against "Agustine Hernandez FLC dba Agustine Hernandez FLC." Mr. Hernandez's employer, Sun Valley Orchards, LLC ("Sun Valley") was the subject of Notice of Determination of Wages Owed and Assessment of Civil Money Penalties, No. 1765359 dated June 22, 2016 ("Sun Valley Notice"). Mr. Hernandez requests a hearing, consolidated with the hearing already requested by Sun Valley, to challenge WHD's assessment of CMPs.

Despite the caption of the Notice, Mr. Hernandez is not a MSPA farm labor contractor ("FLC") and carries no DOL FLC registration. The single charge against him in the Notice claims a "Failure to disclose conditions to workers." Nothing in the Notice identifies the regulation that Mr. Hernandez has allegedly violated, but it appears that WHD is alleging a violation of 29 C.F.R. § 500.75(b), which provides as follows:

> Each farm labor contractor, agricultural employer, and agricultural association which recruits any migrant agricultural worker shall ascertain to the best of his ability and disclose, in writing to the extent that he has obtained such information, to such worker at the time of recruitment, the following information:
>
> (1) The place of employment (with as much specificity as practical, such as the name and address of the employer or the association);
> (2) The wage rates (including piece rates) to be paid;
> (3) The crops and kinds of activities on which the worker may be employed;
> (4) The period of employment;
> (5) The transportation, housing, and any other employee benefits to be provided, if any, and any costs to be charged for each of them;
> (6) Whether state workers' compensation or state unemployment insurance is provided:
> (i) If workers' compensation is provided, the required disclosure must include the name of the workers' compensation insurance carrier, the name(s) of the policyholder(s), the name and telephone number of each person who must be notified of an injury or death, and the time period within which such notice must be given.
> (ii) The information requirement in paragraph (b)(6)(i) of this section may be satisfied by giving the worker a photocopy of any workers' compensation notice required by State law.

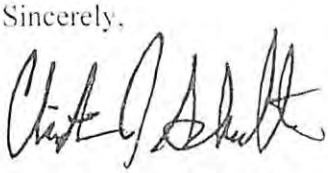
The allegation against Mr. Hernandez in the Notice matches the time frame from the Sun Valley audit by WHD that resulted in the Sun Valley Notice. With respect to the Sun Valley employees covered by that audit – and, presumably, the current Notice - Mr. Hernandez is not a farm labor contractor, he does not employ any of those workers, and he had no duty to make any of the above-described disclosures to those workers. All of the workers are solely the employees of Sun Valley and received MSPA and H-2A disclosures from Sun Valley as part of that employment. The Notice does not set forth: (1) the basis for Mr. Hernandez's alleged duty to make these disclosures; (2) "the extent that he has obtained such information" from Sun Valley; nor (3) that the Sun Valley employees did not receive all of this information from their actual employer, Sun Valley.

Accordingly, Mr. Hernandez respectfully denies any liability in this regard and requests a hearing on every factual and legal issue raised by the Notice. The Notice alleges the violations described above, but fails to identify any of the workers or offer any information that would support those allegations. Mr. Hernandez denies that it committed the violation alleged, and will defend himself vehemently against this charge. The allegations are false and the assessment of CMPs is legally unsupportable and erroneous.

In addition to the factual and legal arguments set forth above, Mr. Hernandez reserves his right to challenge the August 9 Notice based on all legal grounds available to him. Beyond these arguments, which will establish that he has no liability for the alleged violation, Mr. Hernandez challenges the calculation and assessment of CMPs. None are warranted because there was no violation, but the amounts assessed are at or near the maximum possible. The Notice offers neither explanation nor factual basis for these calculations. Application of the factors listed in 29 C.F.R. § 501.19(b) for determining appropriate CMPs shows that the CMPs are too high, assuming for the sake of argument, that there is an underlying back wage liability. Mr. Hernandez demands strict proof that the CMPs were both properly assessed and assessed in the correct amount.

For all of the foregoing reasons, Agustine Hernandez denies all of the allegations asserted in the WHD Notice dated August 9, 2016, requests an evidentiary hearing before an Administrative Law Judge on these charges, and demands strict proof of any of the alleged violations and calculation of back wages and civil money penalties.

Sincerely,



Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington, D.C. 20004
(202) 465-3000 (p)
(202) 347-3664 (f)
cschulte@cj-lake.com

Enclosure

U.S. Department of Labor

Office of the Solicitor
201 Varick Street
New York, New York 10014



Reply to the Attention of: SOL:JEG
Tel. 646-264-3687
Fax. 646-264-3650

December 23, 2016

Hon. Stephen R. Henley
Chief Administrative Law Judge
U.S. Department of Labor
Office of Administrative Law Judges
800 K Street, N.W.
Washington, D.C. 20001-8002

Re: In the Matter of Sun Valley Orchards, LLC., Administrative Proceeding No. 2016-TAE-00003
(Wage and Hour Case No. 1765359)
In the Matter of Agustin Hernandez, dba Agustin Hernandez FLC, Administrative Proceeding No. 2016-MSPA-00002-P (Wage and Hour Case No. 1766737)

Dear Judge Henley:

The first of these matters (Sun Valley Orchards, LLC) is submitted pursuant to the provisions of the Immigration and Nationality Act, 8 U.S.C. § 1101, *et seq.* as amended by the Immigration Reform and Control Act of 1986, Pub L. 99-603, § 301, 100 Stat. 3359, 3411 and the implementing regulations, and in accordance with 29 C.F.R. Part 501. The second of these matters (Agustin Hernandez) is submitted pursuant to the provisions of the Migrant and Seasonal Agricultural Worker Act, 29 U.S.C. § 1801, *et seq.* and the implementing regulations, and in accordance with 29 C.F.R. Part 500.

Pursuant to 29 C.F.R. § 18.43, the Administrator hereby respectfully requests that the proceedings in these matters be consolidated, as the proceedings involve common questions of fact. Respondents' counsel consents to consolidating these proceedings, as stated in counsel's September 2, 2016 letter (enclosed).

Enclosed please find for filing an original and one copy of the U.S. Department of Labor's Order of Reference in each of the above-referenced matters, as well as a Certificate of Service. Receipt of conformed copies of the Order of References are requested by this office.

Also enclosed are the Determination Letters sent to each Respondent and the Respondent's hearing request in each case, as well as Notices of Appearances for the Administrator's representatives. In accordance with 29 C.F.R. §§ 500.224 and 501.37, a copy of 29 C.F.R. Parts 500 and 501 is being served on Respondents.

Thank you for the Court's attention to these matters.

Sincerely,

Jeffrey S. Rogoff
Regional Solicitor

BY: 
Jason E. Glick
Attorney

Enclosures

Cc: Christopher J. Schulte, Esq. (via e-mail)

UNITED STATES DEPARTMENT OF LABOR
NEW YORK, NY

IN THE MATTER OF:	)	
SUN VALLEY ORCHARDS, LLC,	)	CASE NO. 2016-TAE-_____
Respondent.	)	**ORDER OF REFERENCE**

TO: CHIEF ADMINISTRATIVE LAW JUDGE
Office of the Administrative Law Judges
United States Department of Labor

Pursuant to a timely request by Respondent for a hearing on the assessment of $369,703.22 in unpaid wages and $212,250.00 in civil money penalties, a hearing has been duly determined to be appropriate and pursuant to regulations is therefore required to be held to inquire into matters arising under the provisions of the Immigration and Nationality Act (INA), 8 U.S.C. § 1101, *et seq.* as amended by the Immigration Reform Control Act of 1986, Pub. L. 99-603, § 301, 100 Stat. 3359, 3411 and the implementing regulations.

The unpaid wages and civil money penalties were assessed on June 22, 2016, pursuant to 29 C.F.R. § 501.16(a)(1) as a result of alleged violations of regulations, as described in the June 22, 2016 Notice of Determination, including but not limited to 20 C.F.R. § 655.122(g) (failure to comply with meals requirement), § 655.122(p) (failure to comply with requirements regarding paycheck deductions), and § 655.122(i) (failure to comply with the three-fourths guarantee). The Administrator hereby amends the June 22, 2016 Notice of Determination to allege that Respondent also violated: (1) § 655.122(p) by making unreasonable deductions from workers' paychecks, insofar as Respondent sold workers beverages and other goods at a profit and/or in violation of state law; (2) § 655.122(i) by terminating workers without cause; and 3) 29 C.F.R. §

501.5 insofar as Respondent improperly sought to have terminated workers waive their rights. The Administrator also hereby amends the June 22, 2016 Notice of Determination to allege that Respondent owes a total of $376,697.61 in unpaid wages and $212,250.00 in CMPs.

The matter is accordingly hereby referred to the Chief Administrative Law Judge for designation and hearing in accordance with the INA, its implementing regulations, and 29 C.F.R. § 501.37(a).

Enclosed hereto for filing of record pursuant to 29 C.F.R. § 501.37(a) are copies of: (1) the Notice of Determination issued to Sun Valley Orchards, LLC on June 22, 2016; and (2) Respondent's timely request for a hearing dated July 20, 2016.

Dated and signed at New York, New York, on this 23rd day of December 2016.

JENNIFER S. BRAND
Associate Solicitor of Labor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

UNITED STATES DEPARTMENT OF LABOR
NEW YORK, NY

IN THE MATTER OF:	
AGUSTIN HERNANDEZ, dba AGUSTIN HERNANDEZ FLC	CASE NO. 2016-MSPA-_____-P
Respondent.	**ORDER OF REFERENCE**

TO: CHIEF ADMINISTRATIVE LAW JUDGE
Office of the Administrative Law Judges
United States Department of Labor

Pursuant to a timely request by Respondent for a hearing on the assessment of $1,000.00 in civil money penalties, a hearing has been duly determined to be appropriate and pursuant to regulations is therefore required to be held to inquire into matters arising under the provisions of the Migrant and Seasonal Agricultural Worker Protection Act of 1983 (MSPA), 29 U.S.C. § 1801, *et seq.* and the applicable regulations thereunder, 29 C.F.R. Part 500. In particular, civil money penalties were assessed against Respondent as a result of violations of 29 C.F.R. § 500.75.

The matter is accordingly hereby referred to the Chief Administrative Law Judge for designation and hearing pursuant to Sections 503(b)(1) and 503(b)(2) of MSPA and implementing regulations, including 29 C.F.R. §§ 500.212 and 500.224(a).

Enclosed hereto for filing of record pursuant to 29 C.F.R. § 500.224(a) are: (1) an authenticated copy of the Notice of Determination issued to Respondent on August 9, 2016; and (2) a copy of Respondent's timely request for a hearing dated September 2, 2016.

Dated and signed at New York, New York, on this 23rd day of December 2016.

JENNIFER S. BRAND
Associate Solicitor of Labor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

UNITED STATES DEPARTMENT OF LABOR
NEW YORK, NY

IN THE MATTER OF:	**NOTICE OF APPEARANCE**
AGUSTIN HERNANDEZ, dba AGUSTIN HERNANDEZ FLC Respondent.	CASE NO. 2016-MSPA-_____-P

The undersigned hereby enters an appearance as representative of:

Administrator, Wage and Hour Division, U.S. Department of Labor

in the above-captioned matter.

NAME: Jason E. Glick DATE: December 23, 2016

TITLE: Trial Attorney

ATTORNEY REGISTRATION: 5125430 (New York)

SIGNATURE

Affiliation: U.S. Department of Labor, Office of the Solicitor

Address: 201 Varick St., Rm. 983

New York, NY 10014

PHONE: 646-264-3684

FAX: 646-264-3660

UNITED STATES DEPARTMENT OF LABOR
NEW YORK, NY

IN THE MATTER OF:	**NOTICE OF APPEARANCE**
SUN VALLEY ORCHARDS, LLC,	CASE NO. 2016-TAE-_____
Respondent.	

The undersigned hereby enters an appearance as representative of:

Administrator, Wage and Hour Division, U.S. Department of Labor

in the above-captioned matter.

NAME: Jason E. Glick DATE: December 23, 2016

TITLE: Trial Attorney

ATTORNEY REGISTRATION: 5125430 (New York)

SIGNATURE

Affiliation: U.S. Department of Labor, Office of the Solicitor

Address: 201 Varick St., Rm. 983

New York, NY 10014

PHONE: 646-264-3684

FAX: 646-264-3660

CERTIFICATE OF SERVICE

Re: In the Matter of Sun Valley Orchards, LLC., Administrative Proceeding No. 2016-TAE-____
In the Matter of Agustin Hernandez, dba Agustin Hernandez FLC,
Administrative Proceeding No. 2016-MSPA-____-P

I, Jason E. Glick, hereby certify that true copies of the December 23, 2016 Orders of Reference, a copy of each of the Determination Letters complained of, a copy of each of Respondents' timely Requests for a Hearing, and a copy of 29 C.F.R. Parts 500 and 501, were served this 23rd day of December, 2016, upon the person named below at the e-mail address listed below:

Christopher J. Schulte
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street, NW
Suite 800
Washington, DC 20004

Mr. Schulte is known to me as the counsel for Respondents in these matters and has consented in writing to service by e-mail in these cases.

Jason E. Glick
Attorney

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 18 January 2017

Case No.: **2017-TAE-00003**

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

and

Case No.: **2017-MSP-00002**

In the Matter of

SECRETARY OF LABOR
Plaintiff

v.

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC
Respondent

INITIAL NOTICE OF HEARING AND PREHEARING ORDER

This matter involves two actions, one under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501; and the other under the safety and health and contractor registration provisions of the Migrant and Seasonal Agricultural Workers Protection Act, 29 U.S.C. § 1801 et seq., and implementing regulations at 29 C.F.R. Part 500. These matters were consolidated for hearing.

NOTICE OF HEARING

The matter will be scheduled for hearing as follows:

DATE:	**Thursday, February 16, 2017**[1]
TIME:	**10:00 a.m.**
PLACE:	**Office of Administrative Law Judges** **U.S. Department of Labor** **2 Executive Campus** **Suite 450** **Cherry Hill, New Jersey**

A request by a party to continue the hearing or to change the place of the hearing must be made by motion. 29 C.F.R. § 18.41(b). I request that such motion be made as soon as possible and that the party who submits the motion confer with the opposing party before submitting the motion and indicate the opposing party's position in the motion. See 29 C.F.R. § 18.33(c)(3).

PRE-HEARING CONFERENCE WITH THE PARTIES

Presuming that the hearing will be held as currently scheduled on Thursday, February 16, 2017, a telephonic pre-hearing conference will be held on Thursday, February 2, 2017 at 3:00 p.m. (EST). Each party must be present to participate at the pre-hearing conference.[2] The principal purposes for the pre-hearing conference are to discuss settlement of this matter (see below); if settlement is not possible, the conference will discuss the upcoming hearing. Instructions for the pre-hearing conference are as follows: At the appointed time, phone 866-793-8793; when prompted, enter the following code: 47228682.

PREHEARING ORDER

This Initial Prehearing Order states the basic schedule for the proceeding and provides notice of several procedural matters and requirements. This Initial Prehearing Order does not purport to cover all applicable procedural rules and requirements, and therefore the parties must become familiar with and adhere to the Rules of Practice and Procedure for Administrative Hearings before the Office of Administrative Law Judges at 29 C.F.R. Part 18, Subpart A and with the FRSA regulations at 29 C.F.R. Part 1982. These regulations, which were significantly revised effective June 18, 2015, may be found at www.ecfr.gov and at

---

[1] I presume that the hearing in this matter can be concluded in one day. Nevertheless, I **DIRECT** the parties to keep the following business day **Friday, February 17, 2017**, free on their calendars, so that if a second day of hearing is necessary it can be held at that time.

[2] If a party is represented by counsel, counsel must attend the conference and the party may (but is not required to) also attend.

www.oalj.dol.gov/LIBRULES.HTM. See 80 Fed. Reg. 28,767 (May 18, 2015) (final rule); 80 Fed. Reg. 27539 (July 1, 2015) (technical corrections).

NOTICE OF ASSIGNMENT

This matter has been assigned to Theresa C. Timlin, Administrative Law Judge (ALJ) of the U.S. Department of Labor, for hearing and decision. All filings in this matter should be addressed to me at the address shown in the letterhead above. Telephone inquiries should be directed to Jacqueline Kaczak, Legal Assistant, at 856-486-3800, Extension 122. When contacting my office, please note that parties, their representatives, or other interested persons must not engage in ex parte communications on the merits of a case with the judge. 29 C.F.R. § 18.14.

ENTRY OF APPEARANCE BY REPRESENTATIVES

When first making an appearance, each representative must file a notice of appearance that indicates on whose behalf the appearance is made and the proceeding name and docket number. Any attorney representative must include in the notice of appearance the license registration number(s) assigned to the attorney. 29 C.F.R. § 18.22(a). An individual who is not an attorney must obtain the presiding judge's approval to serve as a representative by filing a written request to serve as a non-attorney representative that sets forth the name of the party or subpoenaed witness represented and certifies that the party or subpoenaed witness desires the representation. 29 C.F.R. § 18.22(b)(2).

PRE-HEARING PROCEDURE

The following sets the schedule for the pre-hearing procedure:

a. **DISCOVERY**. A party may seek discovery immediately upon issuance of this Initial Prehearing Order. 29 C.F.R. § 18.50(a)(1). The time for responding to any discovery requests made prior to the initial conference may be extended by the parties in the discovery plan agreed to during the initial conference referenced below. 29 C.F.R. § 18.50(a)(1)(i). Parties must complete all discovery at least **14** days prior the date of the evidentiary hearing. Parties should note that most discovery requests and responses are not filed with the presiding judge until they are used in the proceeding or the judge orders filing. 29 C.F.R. § 18.30(b)(1).

b. **INITIAL CONFERENCE**. Within **10** days from the date of this Initial Prehearing Order, the parties must meet and confer regarding the matters set forth in 29 C.F.R. § 18.50(b)(2). The initial conference may be held in person, via telephone or video conference, or other means mutually acceptable to the parties. The representatives of record and any unrepresented parties that have appeared in the case are jointly responsible for arranging the conference. For the instant case, the parties will not be required to submit a written discovery plan to the presiding judge.

c. **INITIAL DISCLOSURES**. Within **14** days from the date of this order, and without awaiting a formal discovery request, the parties must provide to all other parties the documents and information set forth in 29 C.F.R. § 18.50(c)(1)(i).

All disclosures must be made in writing, signed, and served. The parties must supplement the disclosures when required by 29 C.F.R. § 18.53(a). A party must make its initial disclosures based on the information then reasonably available to it. A party is not excused from making its disclosures because it has not fully investigated the case or because it challenges the sufficiency of another party's disclosures or because another party has not made its disclosures. 29 C.F.R. § 18.50(c)(1)(vi).

The initial disclosures are not filed with the presiding judge unless used in supporting a motion or other request, or if the judge orders filing.

d. **PRE-HEARING DISCLOSURES AND EXCHANGES.** At least **21** days before the date of the hearing the parties must:

(1) Pre-mark and exchange copies of exhibits, along with a preliminary exhibit list. Each page of multi-page exhibits must be numbered. Exhibits must be offered at the hearing. This evidence should not be submitted to the presiding judge before trial. An extra set of exhibits for witnesses to use as they testify must be provided at trial.
(2) Stipulate as to the authenticity and content of all documents which they agree should be made a part of the record. Each of the stipulated documents must be properly marked for identification at the bottom of each page as Joint Exhibit 1, 2, 3, etc., paginated, and either placed in a three-ring binder or be bound together in some other acceptable form. Stipulated joint exhibits are encouraged; such exhibits are to be offered at the hearing unless the presiding judge directs earlier submission.
(3) Exchange preliminary witness lists along with a precise statement of what the testimony of each will prove.
(4) Designate expert witnesses on the witness list, with a brief statement concerning the field of expertise and proposed testimony. Any testifying expert must have submitted a written report, which is to be marked and exchanged as indicated above. 29 C.F.R. § 18.50(c)(2).
(5) Confer on agreed facts and execute "Joint Stipulation of Agreed Facts" as appropriate. 29 C.F.R. § 18.83.

Objections to any of the proposed testimony or documentary evidence exchanged must be filed within 7 days from the date of receipt of the pre-hearing exchange of materials. **Failure without good cause to file an objection within the prescribed period may result in a waiver of all objections with respect to the introduction of the testimonial or documentary evidence.**

e. **PREHEARING STATEMENT.** At least **21** days before the date of the hearing each party must complete and deliver to the other parties ***and the presiding judge*** a Prehearing Statement containing all the information and the signature required by 29 C.F.R. § 18.80.

MOTIONS AND OTHER REQUESTS FOR RELIEF

All written motions and other requests for relief from the presiding judge, including requests for extensions of time or continuances, must be submitted in motion form, with a caption, and not by letter. The motion or other request must conform to the rules governing captions and other matters of form. 29 C.F.R. §§ 18.33, 18.34 and 18.35.

If the motion is opposed, the motion must contain a declaration that the parties have made a good faith effort but were unable to resolve the dispute giving rise to the motion before filing such motions with the presiding judge. Any motion failing to contain the required declaration may be summarily denied. The declaration is not required for unrepresented parties and for motions specified in 29 C.F.R. § 18.33(c)(3).

Motions for Summary Decision are required to be filed at least **21 days** prior to the date fixed for formal hearing. 29 C.F.R. § 18.72.

PUBLIC HEARING

OALJ conducts public hearings. 29 C.F.R. § 18.81. A presumption of public access applies to the entire hearing process. Transcripts and documents filed with OALJ are subject to inspection under the Freedom of Information Act regardless of whether those documents are moved into evidence at the formal hearing. The judge's final decision and selected orders are published on the agency website. **Parties are responsible for redacting filings and exhibits as required under 29 C.F.R. § 18.31**. Failure to redact or to obtain an order sealing a record prior to filing with the judge may result in waiver of protection from disclosure of information contained in those documents. For good cause, the judge may order protection of material pursuant to 29 C.F.R. §§ 18.85 (privileged, sensitive or classified material) and 18.52 (protective orders). In limited circumstances authorized by law, the judge may close a hearing. 29 C.F.R. § 18.81(a). See also 29 C.F.R. § 70.26(b) (designation of confidential business information at time of submission or reasonable time thereafter).

SUBPOENAS

Requests for subpoenas must be in writing and comply with the provisions of 29 C.F.R. § 18.56. Information about obtaining subpoenas can be found at www.oalj.dol.gov/SUBPOENAS.HTM. Parties, and not OALJ, are responsible for preparing and serving subpoenas upon any witness and for tendering any required costs and expenses.

ALTERNATIVE DISPUTE RESOLUTION

OALJ offers two forms of court-sponsored alternative dispute resolution: settlement judges or mediation by a neutral. See 29 C.F.R. § 18.13 (settlement judge rule); Alternative Dispute Resolution Act of 1996, 5 U.S.C. §§ 572 and 573 (agency may appoint employee as a neutral to conduct mediation). For additional information see www.oalj.dol.gov/SETTLEMENT_JUDGE.HTM. Any requests for appointment of a settlement judge or a mediator in this case must be a joint request, submitted in writing to the District Chief Judge at the address and fax number above.

SETTLEMENT AGREEMENTS

Any settlement agreement must be filed with the presiding judge for review and approval. 29 C.F.R. § 1982.111(d)(2).

TRANSLATORS AND INTERPRETERS; REASONABLE ACCOMMODATIONS

The parties must advise the undersigned promptly if a translator or an interpreter will be needed at the hearing. Parties may provide their own translator or interpreter or may request provision of a translator or an interpreter by the Department of Labor. Parties needing assistance with translation or interpretation services, or a reasonable accommodation, must inform the undersigned no less than 30 days before the date of the hearing.

LEGIBLE COPIES

The parties are directed to conduct a review of all documents which are to be made a part of the formal record. Any documents received which are not clearly legible will have limited evidentiary value, and may be given no weight.

HEARING EXHIBITS

1. All documentary evidence to be offered at the hearing shall be presented in a bound volume, individually numbered by tab, and sequentially numbered overall in the lower right corner of each page. Each volume shall be limited to approximately 100 pages.

2. Exhibits shall be paginated and marked appropriately as follows: Prosecuting Party - "PX ____" and Respondent - "RX ____."

3. The exhibits shall be accompanied by an exhibit index containing a description of each exhibit by tab number/letter, date and author, immediately followed by a statement of **precisely** (not generally) what the exhibit proves (if the exhibit exceeds 5 pages, the page(s) on which such proof appears shall be specified, and the relevant material highlighted).

4. Attached to each exhibit containing handwritten or difficult to read entries shall

be a typed version of any such entry. A party disagreeing with the interpretation of the entry may submit its own typed version at the hearing.

5. A curriculum vitae or equivalent qualifications summary shall be submitted for any expert witness as part of the documentary evidence. No oral direct evidence on the expert's qualifications will be permitted absent a showing of special need.

6. The parties are encouraged to submit exhibits jointly to the greatest extent possible. Exhibits submitted jointly shall be denominated "JX ____," sequentially by letter (not number). If the parties cannot agree on the content of the index, each party may submit a separate index to the Joint Exhibits in which the party describes each exhibit and states what the exhibit proves, as set forth in subparagraph 3, above.

7. No post-hearing deposition testimony or other evidence of any kind shall be accepted, except for good cause shown and with my specific authorization.

ELECTRONIC AND DIGITAL EVIDENCE

The parties are informed that the hearing room is not equipped for the viewing of evidence in electronic or digital formats. A party who intends to submit evidence in any electronic or digital form must submit three (3) copies to me (in addition to the copy exchanged with opposing counsel) and must coordinate in advance with my office for guidance on readable formats. A party who submits evidence in a non-paper format is also responsible for providing me a means to refer to such evidence during the hearing (e.g., laptop computer).

CONSEQUENCES OF FAILURE TO COMPLY

Failure to comply with the provisions of this prehearing order may result in the imposition of sanctions including, but not limited to, the following: the exclusion of evidence, the dismissal of the claim, the entry of a default judgment, or the removal of the offending representative from the case. 29 C.F.R. §§ 18.12(b), 18.35(c), 18.57 and 18.87.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=JUDGE, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Numbers: **2017TAE00003, 2017MSP00002**

Document Title: **INITIAL NOTICE OF HEARING AND PREHEARING ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 18th day of January, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Secretary of Labor
c/o Administrative Review Board
U. S. Department of Labor
Suite S-5220, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
LAWRENCEVILLE NJ 08648
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Express (UPS)}

Jason Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Express (UPS)}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Express (UPS)}

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
MULLICA HILL NJ 08062
{Hard Copy - Express (UPS)}

Free State Reporting Inc
1378 Cape St. Clair Road
ANNAPOLIS MD 21409
{Hard Copy - Regular Mail}

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Hon. Theresa C. Timlin, ALJ c/o Ms. Jacqueline Kaczak	Christopher J. Schulte – Respondent's Counsel
COMPANY:	DATE:
Office of Administrative Law Judges, U.S. Department of Labor	January 27, 2017
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
856-486-3806	7
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
856-486-3800 x122	2017-TAE-0003; 2017-MSP-0002
RE:	YOUR REFERENCE NUMBER:
Adm'r v. Sun Valley Orchards	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Original document to follow via U.S. Mail.

THIS FACSIMILE CONTAINS PRIVILEGED INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002

NOTICE OF APPEARANCE

Please take notice of the appearance of Christopher J. Schulte as counsel for Respondents, Sun Valley Orchards, LLC and Agustin Hernandez, in this matter. Please direct pleadings and papers to Overdevest Nurseries' counsel at:

Mr. Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W., Suite 800
Washington, D.C. 20004
(202) 465-3000 (p)
(202) 347-3664 (f)
cschulte@cj-lake.com

Dated: January 27, 2017

Respectfully submitted,

Christopher J. Schulte
C.J. LAKE LLC
525 Ninth Street, N.W., Suite 800
Washington, D.C. 20004
Telephone: 202-465-3000
Facsimile: 202-347-3664

CERTIFICATE OF SERVICE

The undersigned declares that a copy of the foregoing Notice of Appearance was served on January 27, 2017 upon the Court by fax and U.S. mail and upon all counsel of record by e-mail as follows:

Jason E. Glick - Glick.Jason.E@dol.gov
Jacob Heyman-Kantor - HeymanKantor.Jacob@dol.gov

Christopher J. Schulte

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002

JOINT MOTION FOR REVISED SCHEDULE

The parties jointly move for a revised discovery and hearing schedule in the above-captioned matter. In the Court's Notice of Hearing and Prehearing Order, issued January 18, 2017, the hearing in this matter was scheduled for February 16, 2017, the pre-hearing conference was set for February 2, 2017, and discovery was to be completed on or before February 2, 2017, among other deadlines.

On January 23, counsel for the parties met and conferred regarding the matters set forth in 29 C.F.R. § 18.50(b)(2), including a discovery plan. At that initial conference, the

Filed 1/31/2017

parties discussed a number of issues that would make the current schedule difficult for both sides to meet. The claims asserted by the Administrator and the Secretary involve multiple alleged areas of liability and approximately 147 workers, the majority of whom live in Mexico, often in rural areas. Additional time is necessary to make arrangements for some of these workers to participate at the hearing. While the Administrator and Secretary are prepared to make their initial disclosures promptly, Respondents require additional time to examine their records particularly because the agricultural operation at issue is shut down for the winter. Respondents need to conduct discovery in order to gather information regarding the Administrator's and Secretary's claims against Respondents, and in order to present a defense to such claims. Moreover, one of the Wage and Hour Division's investigators, who the Administrator and Secretary expect to testify at the hearing, is not available on the scheduled date because his wife has an appointment for a Caesarean section on February 15. While the parties are committed to carrying out discovery in an expeditious manner, we believe we need approximately three and one-half months within which to complete all discovery.

Accordingly, the parties respectfully propose the following revised scheduling order for the Court's consideration.

- Initial disclosures to be exchanged by February 15, 2017
- Discovery to be commenced immediately and completed by May 12, 2017
- Motions for summary disposition, if any, to be filed by May 16, 2017
- Pre-hearing disclosures and exchanges to be made by May 23, 2017
- Pre-hearing statements due May 23, 2017

- Hearing from June 13, 2017 continued through June 16, 2017, as necessary (subject to the Court's availability)

For the foregoing reasons and such others as may appear to the Court, the parties respectfully submit that this Joint Motion for Revised Schedule should be granted.

Dated: January 27, 2017

Respectfully submitted,

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

Jason E. Glick
Jacob Heyman-Kantor
U.S. Department of Labor
Office of the Solicitor, Region II
201 Varick St., Room 983
New York, NY 10014
Glick.Jason.E@dol.gov
HeymanKantor.Jacob@dol.gov

CERTIFICATE OF SERVICE

The undersigned declares that a copy of the foregoing Joint Motion for Revised Schedule was served on January 27, 2017 upon the Court by fax and U.S. mail and upon all counsel of record by e-mail as follows:

Jason E. Glick - Glick.Jason.E@dol.gov
Jacob Heyman-Kantor - HeymanKantor.Jacob@dol.gov



Christopher J. Schulte

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 07 February 2017

Case No.: **2017-TAE-00003**

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

and

Case No.: **2017-MSP-00002**

In the Matter of

SECRETARY OF LABOR
Plaintiff

v.

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC
Respondent

ORDER GRANTING THE PARTIES JOINT MOTION FOR REVISED SCHEDULE

This matter involves two actions, one under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501; and the other under the safety and health and contractor registration provisions of the Migrant and Seasonal Agricultural Workers Protection Act, 29 U.S.C. § 1801 et seq., and implementing regulations at 29 C.F.R. Part 500. These matters were consolidated for hearing.

On January 18, 2017, the undersigned issued an Initial Notice of Hearing and Pre-Hearing Order scheduling the matters for Thursday, February 16, 2017 at 10:00 a.m. in Cherry Hill, New Jersey. This Notice also advised the parties that a telephonic pre-hearing conference would be held on Thursday, February 2, 2017 at 3:00 p.m. (EST). By facsimile dated January 27, 2017, the parties filed a Joint Motion for Revised Schedule in the above-captioned matters.

A telephonic pre-hearing conference, as scheduled, was held by the undersigned with the parties on February 2, 2017. The parties discussed their pending joint motion and the rescheduling of the hearing. A hearing date of July 18 through 21, 2017 in Cherry Hill, New Jersey was agreed upon with the parties.

The parties Joint Motion for Revised Schedule is hereby GRANTED. The above-captioned matters are being rescheduled for hearing as follows:

DATES: **Tuesday, July 18, 2017**
Wednesday, July 19, 2017
Thursday, July 20, 2017
Friday, July 21, 107

TIMES: **10:00 a.m.**

LOCATION: **U.S. Department of Labor**
Office of Administrative Law Judge
2 Executive Campus
Suite 450
Cherry Hill, New Jersey

Further, the proposed deadlines prior to the hearing are listed below.

Initial disclosures to be exchanged by February 15, 2017;

Discovery to be completed by May 12, 2017;

Motions for summary disposition, if any, to be filed 60 days before hearing;

Pre-hearing disclosures and exchanges to be completed 45 days prior to hearing; and

Pre-hearing statements due 30 days prior to hearing.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=JUDGE, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Numbers: **2017TAE00003, 2017MSP00002**

Document Title: **ORDER GRANTING THE PARTIES JOINT MOTION FOR REVISED SCHEDULE**

I hereby certify that a copy of the above-referenced document was sent to the following this 7th day of February, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Solicitor
U. S. Department of Labor
Room 983
201 Varick Street
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Express (UPS)}

Jason Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Express (UPS)}

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
LAWRENCEVILLE NJ 08648
{Hard Copy - Regular Mail}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
MULLICA HILL NJ 08062
{Hard Copy - Regular Mail}

Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Express (UPS)}

Free State Reporting Inc
1378 Cape St. Clair Road
ANNAPOLIS MD 21409
{Hard Copy - Regular Mail}

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: April 13, 2017

Recipient's Telephone No.: 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (Including cover page): 23

Sender's Name: Jason E. Glick
Trial Attorney

Direct Phone Number: 646.264.3687

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Sun Valley Orchards, LLC, Respondent. and IN THE MATTER OF: Agustin Hernandez, d/b/a Agustin Hernandez FLC Respondent.	)	Case No. 2017-TAE-00003 Case No. 2017-MSP-00002

ADMINISTRATOR'S EMERGENCY MOTION FOR LEAVE TO ADMINISTER OATHS REMOTELY IN DE BENE ESSE DEPOSITIONS

Pursuant to 29 C.F.R. § 18.10(c) and §18.33, the Administrator of the Wage and Hour Division respectfully moves for an order permitting the Administrator's counsel to swear in witnesses remotely at a series of video depositions of witnesses in Mexico scheduled to begin April 24, 2017. Given the need to finalize the logistics of these six depositions well before the close of discovery on May 12, the Administrator seeks relief from the Court on an expedited basis. Respondent's counsel has advised that he opposes the Administrator's motion. This motion is supported by the Declarations of Jason E. Glick and Ian Hardy.

BACKGROUND

The claims in this case arise from Respondent Sun Valley Orchards, LLC's employment of approximately 96 H-2A workers in 2015.[1] The Administrator alleges that Sun Valley violated

[1] The Administrator makes this motion in only Case No. 2017-TAE-00003, the H-2A case

several provisions of the H-2A regulations, including multiple subsections of 20 C.F.R. § 655.122, and 29 C.F.R. § 501.5. In addition to disregarding housing and transportation safety standards, Sun Valley denied workers free kitchen facilities as promised, and instead improperly charged them a weekly fee for meals; sold beverages and other goods at a profit or in violation of state law; terminated or constructively discharged workers without cause; denied such workers the three-fourths guarantee; and improperly sought to have those workers waive their rights.

To support its claims at trial, the Administrator plans to introduce sworn testimony from former Sun Valley H-2A workers regarding the terms and conditions of employment at Sun Valley in 2015, and the circumstances of their dismissal from Sun Valley. By nature of their recent participation in the H-2A program, this group of workers is transient and lacks permanent ties to the United States, making it difficult to ensure that any worker will be available to testify at the July 2017 hearing, whether in person or from a fixed remote location.

Accordingly, to preserve the testimony of a group of witnesses that the Administrator has reason to believe will be available to testify voluntarily from Mexico later this month, on April 7, 2017, the Administrator noticed *de bene esse* depositions, to take place remotely from Veracruz or Guanajuato, Mexico, from April 24-26 and May 2-4, 2017. Decl. of Jason E. Glick dated Apr. 13, 2017 (Glick Decl.) ¶ 9. The parties have conferred and agreed regarding many of the mechanics of these depositions, including the use of videoconference software and a simultaneous telephone connection to permit counsel and the parties to participate remotely and avoid travel costs.[2] *Id.* ¶ 7. However, Respondent has not agreed to stipulate that the oath be

---

against Sun Valley.

[2] Subject to the resolution of this motion, the Administrator anticipates that the witnesses will be located in Mexico with an interpreter and the Administrator's agent who is facilitating deposition space and technology; the court reporter will be present in New York with counsel for the Administrator; and Respondent's officers and their counsel will participate by videoconference

administered by a person not physically present with the witness in Mexico, such as the Administrator's counsel. *Id.* ¶ 10. Instead, Respondent has insisted on strict reliance on inapposite procedures that would effectively thwart admission of highly probative testimony from worker witnesses, given the resulting cost or delay. Such procedures, namely use of a U.S. consular officer to conduct the deposition at great expense and burden to the witnesses, or time-consuming treaty procedures that are unnecessary when witnesses are willing to testify, would unreasonably multiply expenses. Consistent with the applicable rules, the Administrator seeks an order to permit the Administrator's counsel to administer oaths remotely, to ensure that otherwise admissible evidence is available in this proceeding. Such an order would not create any meaningful costs for Respondent, and Respondent would suffer no prejudice.

ARGUMENT

I. This Court Has Discretion to Permit Remote Administration of the Oath.

This Court's discretion to authorize remote administration of a deposition oath stems from three independent sources. First, pursuant to 29 C.F.R. § 18.10(c), the Court may, on notice, "waive, modify, or suspend any rule" regarding deposition procedure "when doing so will not prejudice a party and will serve ends of justice." On the facts discussed throughout this motion, this standard is satisfied. Second, the Court "has all power necessary to conduct fair and impartial proceedings," including to "[r]egulate the course of proceedings." *Id.* § 18.12(b). Third, the admission of evidence in this case is governed by principles to "ensure production of relevant and probative evidence," *id.* § 501.34, rather than the Rules of Evidence. Under this standard this Court has discretion to permit the introduction of "uncertified unsworn interview statements."

---

from New Jersey and Washington, D.C., respectively.

Pegasus Consulting Grp. v. ARB, No. 05-5161, 2008 WL 920072, at *12 (D.N.J. Mar. 31, 2008). Accordingly, the Court has discretion to set the circumstances under which an oath is sworn.

Under this Court's Rules of Practice and Procedure, the parties may also stipulate to procedures regarding the administration of an oath. *See* 29 C.F.R. § 18.64(b)(5); *see also* Fed. R. Civ. P. 29. For example, during a June 19, 2015 deposition defended by the Administrator's counsel in a case then pending before this Court, the Administrator consented to remote administration of the oath in a video deposition conducted from Canada. Glick Decl. ¶ 8 & n.1.

In the absence of a stipulation or a court order to the contrary, "a deposition must be conducted before a person having power to administer oaths." 29 C.F.R. § 18.64(b)(5)(i). Assuming, as Respondent has argued, that this rule specifies a default procedure requiring a witness to be in the same physical location as the person administering the oath, under the unique circumstances of this case, rigid adherence to this rule poses several problems, and this Court should order an alternative procedure.[3]

II. In this Case, In-Person Administration of the Oath Is Burdensome and Would Not Further the Interests of Justice.

The cost of administering the oath in person in Mexico is prohibitively expensive and would delay these proceedings. One option for in-person administration of the oath is to utilize the services of the U.S. State Department, apparently the only individuals in Mexico "authorized to administer oaths . . . by federal law," *see* Fed. R. Civ. P. 28(b)(1)(C); Glick Decl. ¶ 11.[4] In

[3] Respondent points to Federal Rule of Civil Procedure 28(b) as specifying the options. Although the Federal Rules of Civil Procedure are not strictly relevant given clear Rules of Practice of Procedure applicable to discovery generally and depositions specifically, *e.g.*, 29 C.F.R. § 18.64(b), this motion discusses Rule 28 in light of Respondent's reliance.

[4] As far as counsel is aware, the only individuals in Mexico empowered to conduct depositions under U.S. federal law are consular officials of the U.S. State Department, absent a stipulation or court order to the contrary. *See also Viveros v. Donahoe*, No. 10-8593, 2012 WL 12883966 (C.D. Cal. May 22, 2012), at *7–9 (citing Fed. R. Civ. P. 28(b)(1)(C)); Decl. of Ian Hardy dated

addition to a scheduling fee of $1,283 per deposition charged by the U.S. Embassy, the State Department charges a $309 hourly fee for consular time, a $135 fee for swearing in a witness, and an additional $415 fee for certification of the deposition. Glick Decl. ¶ 12. For six depositions of seven hours, exclusive of any breaks, this amounts to $3,996 per deposition, or a total of $23,976, excluding any travel costs. *Id.* Although the Embassy has informed the Administrator that it would consider a formal request to waive certain of the fees, the Embassy has discretion to deny such a request. *Id.*

Even if the Administrator were able to obtain a waiver of certain fees from the Embassy, use of the Embassy's services would not only likely require a delay, but would also hinder the participation of witnesses. First, the Embassy has no personnel available to travel to Veracruz to conduct depositions because of staffing limitations, and has no personnel available to conduct depositions at the Embassy in Mexico City during the dates the depositions are currently noticed. *Id.* ¶ 13.[5] Because of Mexican federal holidays, the Administrator has been unable to confirm whether it would be possible for the Embassy to assist with depositions during the last available week of discovery, *id.* ¶ 14, but given the complexity of all of the parties' schedules, the Administrator is concerned about leaving such depositions for the last minute, *id.* ¶ 15. Second, the Veracruz-based witnesses themselves would be additionally burdened by significant travel time and missing work that would be required for depositions in Mexico City, over four hours away. The burden of traveling to Mexico City raises the considerable risk that they would not be willing to participate. *Id.* ¶ 16. Third, although a U.S. consulate in Guanajuato may be able to assist with the depositions before May 12 elsewhere in that province (a two hour drive, possibly

---

Apr. 13, 2017 ¶ 5 (in Mexico, it is nearly impossible to locate officials "authorized under Mexican law to administer a deposition oath," pursuant to Rule 28(b)(1)(C)).

[5] The Administrator has acted diligently in pursuing and planning discovery since these cases were docketed in January 2017. *See* Glick Decl. ¶¶ 3–7.

at additional expense), the Administrator has not been able to confirm that possibility given Mexican federal holidays. *Id.* ¶¶ 13–14. Given the limited time remaining before the noticed dates of the depositions, and the importance of bringing these issues to the Court's attention promptly, the Administrator submits this motion based on the facts currently available.

Although Federal Rule of Civil Procedure 28(b)(1) describes other procedures for taking depositions abroad, those procedures would be even more burdensome than the use of a U.S. consular official in Mexico City. Depositions could be taken "under an applicable treaty or convention," or under a "letter of request," but these procedures are ordinarily used for depositions taken *without* the consent of the witness. Fed. R. Civ. P. 28(b)(1)(A)-(B); Fed. R. Civ. P. 28 adv. cmte. n. (1963). Moreover, they would engender siginificant delay, as cooperation with these procedures by Mexican government officials is untested, and "rarely" "occur[s] in practice," with great uncertainty in the scope of questions that Mexican authorities will permit.[6] *See also Societe Nationale Industrielle Aerospatiale v. U.S. Dist. Ct.*, 482 U.S. 522, 542 (1987) (treaty procedures for international discovery are often "unduly time consuming and expensive" and inconsistent with the "just, speedy, and inexpensive determination" of litigation in U.S. courts). Finally, although Rule 28(b)(1)(D) also permits a deposition to take place "before a person commissioned by the court to administer any necessary oath and take testimony," the Administrator respectfully submits that the logistics would become more

[6] This information is contained throughout "Mexico's response to the 2008 Hague Conference questionnaire on the practical operation of the Hague Evidence Convention," a document linked from the U.S. State Department's Bureau of Consular Affairs website on "Obtaining Evidence in Civil and Commercial Matters" in Mexico. *See* https://travel.state.gov/content/travel/en/legal-considerations/judicial/country/mexico.html; https://assets.hcch.net/upload/wop/2008mexico20.pdf; *see also* Am. Bar Ass'n, Deposing a Witness under the Hague Convention in a Mexican Court (Jan. 3, 2011), https://apps.americanbar.org/litigation/committees/trialevidence/articles/010311-carminati-deposing-witness-Mexico.html.

challenging to manage if the Administrator were required to hire an additional person in Mexico, such as a court reporter, to be so commissioned. Locating the court reporter in the same room as counsel will facilitate, for example, handling of any exhibits.

III. This Court Should Exercise Its Discretion to Permit Remote Administration of the Oath.

As noted, Federal Rule of Civil Procedure 28 provides that, for a deposition taken on notice, the witness and "officer" must be in the same location, regardless of the state or country in which the deposition takes place. *See* Fed. R. Civ. P. 28(a) (depositions in the United States); *id.* 28(b)(1)(C). However, that is only a default procedure and the rules expressly permit stipulations to the contrary, Fed. R. Civ. P. 29(a), or orders regarding alternative procedures, whether based on consent or on a showing of specific facts warranting reasonable other arrangements. For example, courts have permitted parties to take depositions abroad via telephone, where the officer administering the oath is located with counsel but not the witness. Avoiding prohibitively high costs is a key factor in favor of such an arrangement. *See Hudson v. Spellman High Voltage*, 178 F.R.D. 29, 32 (E.D.N.Y. 1998) (permitting remote administration of the oath from New York in depositions to be taken in Canada and California via telephone to reduce costs of litigation); *Aquino v. Auto. Serv. Industry Ass'n*, 93 F. Supp. 2d 922, 924 & n.2 (N.D. Ill. 2000) (granting application to administer oath by telephone, and noting that "many reasonable parties have agreed to, or courts have ordered, similar arrangements"). Although other courts have declined to issue similar orders, those cases were not decided under this Court's Rules of Practice and Procedure, or did not consider the unique costs here. *See, e.g.*, *Kauffman v. Equifax Info. Servs. LLC*, No. 14-148, 2015 WL 6142888 (D. Mont. Oct. 16, 2015), at *2 (finding no "special circumstances," on the specific facts presented, to relieve parties from the cost of hiring an official to administer an oath in India). In fact, the Federal Rules themselves

contemplate and advocate flexibility in procedure. *See, e.g.*, Fed. R. Civ. P. 29 adv. cmte. n. (1993) ("Counsel are encouraged to agree on less expensive . . . methods to obtain information, as through . . . use of interviews in lieu of depositions, etc."); *accord* 29 C.F.R. § 18.10(c).

In light of the substantial cost and delay of formal compliance with Rule 28, the Administrator respectfully requests that the Court permit the witnesses at these *de bene esse* depositions to be sworn in remotely by a person within the United States. Respondent will suffer no prejudice from this arrangement, under the circumstances of this case including the remote audio and video connection through which Respondent's officers and their counsel will have full opportunity to observe the demeanor of the witness and conduct cross examination.

IV. This Court Should Also Exercise Its Discretion to Authorize the Administrator's Counsel to Administer the Oath

The Administrator also seeks leave for the oath to be administered specifically by counsel for the Administrator. This is because in New York, a court reporter (normally a notary public) can only administer an oath if the witness "personally appear[s] before the notary." *See* Notary Public License Law 16, *available at* https://www.dos.ny.gov/licensing/lawbooks/notary.pdf; *see also In re Napolis*, 169 A.D. 469, 471 (N.Y. App. Div. 1915) (prohibiting administration of an oath by phone as a matter of New York notary law). Accordingly, it is practically necessary for some other party, such as Department's counsel, to administer the oath — again, via live audio and video, on a stenographic record, simultaneously recorded via audio and video, in the presence of a court reporter. As noted, the Administrator has in the past consented to a similar procedure.

Respondent has taken the position that administration of the oath by the Administrator's counsel would violate Federal Rule of Civil Procedure 28(c), which absent a stipulation to the contrary, *see* Fed. R. Civ. P. 29, prohibits a deposition from being "taken before a person who is

any party's relative, employee or attorney." Given the opportunity for Respondent to observe and participate in the entire deposition, and the fact that the deposition will be recorded, the Administrator respectfully submits that this limitation — not itself part of the applicable Rules of Practice and Procedure — is not necessary to further the interests of justice in this case. Counsel are already bound by ethical rules to conduct themselves with the utmost integrity, and in New York, there is no independent prohibition against an attorney administering an oath to his client. *See* N.Y. Exec. Law § 135 (permitting a notary public who is an attorney to administer an oath or affirmation to his client "in respect of any matter, claim, action or proceeding").

Respondent has also raised a concern that an oath taken by a witness in Mexico would have little weight, given uncertain extraterritorial application of U.S. perjury laws. Courts have rejected this suggestion, *see Angamarca v. Da Ciro, Inc.*, 303 F.R.D. 445 (S.D.N.Y. 2012), which is in any event a red herring given that Respondent's proposal that the oath be administered in Mexico would not change the extraterritorial application of perjury laws. What's more, the Administrator's witnesses have all traveled to the United States before pursuant to the H-2A program, and so have shown their willingness to comply with U.S laws and regulations (and may even return to the United States to work again, effectively subjecting themselves to prosecution in the United States). Regardless of where the oath is administered, its administration prior to deposition testimony will "awaken the witness' conscience and impress the witness' mind with the duty" to testify truthfully. 29 C.F.R. § 18.603.

Alternately, the Administrator respectfully seeks leave for the Court to administer the oaths remotely at these depositions. *See* 29 C.F.R. § 18.12 (permitting Administrative Law Judges to "[a]dminister oaths").

* * *

For the reasons stated above, the Administrator respectfully requests that the Court issue an order granting leave for counsel for the Administrator to remotely administer the oath via telephone and video the oath to witnesses testifying at the depositions noticed for April 24-26, May 2-4, and the dates to which those or similar depoisitions may be continued or for such other relief as may be appropriate.

DATED: April 13, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Sun Valley Orchards, LLC, Respondent. and IN THE MATTER OF: Agustin Hernandez, d/b/a Agustin Hernandez FLC Respondent.	)	Case No. 2017-TAE-00003 Case No. 2017-MSP-00002

DECLARATION OF JASON E. GLICK PURSUANT TO 28 U.S.C. § 1746

I, Jason E. Glick, declare under penalty of perjury that the following is true and correct:

1. I am an attorney at the Office of the Solicitor, U.S. Department of Labor. I am one of the attorneys who represents the Administrator of the Wage and Hour Division and the Secretary of Labor (together, the "Department") in the above-captioned cases.

2. I submit this declaration in support of the Administrator's Emergency Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions, based on facts known to me.

3. Counsel for the Department have acted diligently in conducting discovery in these cases and have been flexible in accommodating Respondents' requests for extensions.

4. Although the Department was prepared to exchange initial disclosures in late January 2017, the Department consented to Respondents' request to delay the exchange of initial disclosures until February 15, 2017.

5. On February 22, 2017, the Department served document requests, interrogatories, and requests for admission, with responses due March 24. On March 23, the Department consented to Respondents' request for an extension until April 7. The parties continue to confer about the completeness of Respondents' April 7 productions and responses.

6. On March 13, 2017, the Department noticed depositions of Respondents and one of their officers, for April 18–20, 2017. Those depositions are scheduled to proceed next week.

7. On March 28, 2017, my colleague Jacob Heyman-Kantor and I phoned Respondent's counsel, Christopher Schulte, to discuss scheduling of further depositions in this case. Mr. Heyman-Kantor and I explained that we planned to take de bene esse depositions in late April and early May of former Sun Valley workers. We described the logistics we anticipated: the witness and an interpreter in Mexico, and all counsel and the court reporter in New York, with a video and telephone feed to connect all participants. We also advised that before the depositions took place, we would send the credentials of the translator to Mr. Schulte. Mr. Schulte did not raise any objections and requested that the Department make arrangements for Respondents and their counsel to participate from New Jersey and Washington, DC, to reduce costs. The Department agreed to investigate the technological feasibility of such an arrangement.

8. On April 6, out of an abundance of caution and after further researching rules regarding the power of New York notaries to administer oaths remotely, Mr. Heyman-Kantor and I called Mr. Schulte to confirm whether Respondents would consent to Mr. Heyman-Kantor or I administering the oath at the de bene esse depositions, as the Department had consented to an

identical request by a respondent in a deposition conducted via video with a witness abroad.[1] Mr. Schulte agreed to consider the issue.

9. On April 7, the Administrator formally noticed the de bene esse depositions that are the subject of this motion.

10. On April 10, after further conferral by telephone, Mr. Schulte stated his opposition to the Department's proposed stipulation regarding oath administration. My understanding is that Respondent opposes any procedure that does not strictly comply with Fed. R. of Civ. P. 28.

11. Based on my research to date, the only individuals in Mexico empowered to conduct depositions under U.S. federal law are consular officials of the U.S. State Department, absent a stipulation or court order to the contrary.

12. Based on that research and communications with State Department personnel in Mexico, the U.S. Embassy ordinarily charges a $1,283 scheduling fee for a deposition, a $309 hourly fee for time traveling to and from a deposition, the same hourly fee for attending a deposition, a $135 fee for swearing in a witness, and a $415 fee for certification of a deposition. There is a formal procedure for a federal agency to request waiver of some of the fees, but the State Department has discretion to deny such a request.

13. My understanding is that due to workload constraints, the U.S. Embassy cannot provide personnel to travel to Veracruz, one of the two provinces in which the prospective witnesses are located; accordingly those depositions would have to be conducted in Mexico City. Moreover, the U.S. Embassy does not have any personnel available in Mexico City to conduct depositions on *any* of the dates currently noticed. It is possible — but my office has not yet been able to

[1] The deposition was conducted in *In re Du Pasquier & Co.*, No. 2015-LCA-0002, a case later tried before this Court. *See* Ex. A (a true and accurate copy of the first three pages of the deposition transcript). My understanding is that counsel for the Administrator provided consent for this procedure for administering the oath before the parties went on the record.

confirm — that a U.S. consulate in Guanajuato may have more flexible scheduling availability.

14. Because of what I understand to be Mexican federal holidays on Thursday April 13 and Friday April 14 and the U.S. Embassy's closure during this period, my office has not been able to ascertain whether the U.S. Embassy could conduct depositions the week of May 8–12.

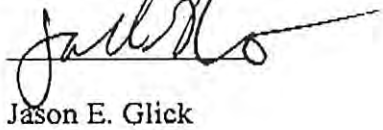
15. Because of the May 19 deadline for motions for summary decision, the Department has endeavored to complete the de bene esse depositions by May 4.

16. Based on my own conversations to date with potential witnesses, as well as information provided by those affiliated with the Department based on their conversations with potential witnesses, there is a significant risk that witnesses would be unwilling to travel to Mexico City for depositions. That is, although witnesses are otherwise willing to travel shorter distances to provincial centers with suitable videoconference equipment, the additional time and burden associated with traveling the further distance to Mexico City raises a considerable risk that the depositions would not take place.

17. Mr. Heyman-Kantor and I have conducted multiple successful tests of the videoconference software we plan to use at the de bene esse depositions, and we are prepared to test the software with Mr. Schulte and his clients, including prior to the resolution of this motion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of April, 2017 in New York, NY.



Jason E. Glick

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Exhibit A

UNITED STATES DEPARTMENT OF LABOR

OFFICE OF THE ADMINISTRATIVE JUDGES

In the Matter of:	)	
	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION,	)	
	)	Case No.
Prosecuting Party,	)	2015-LCA
	)	0002
vs.	)	
	)	
DU PASQUIER & COMPANY,	)	
	)	
Respondent.	)	
----------	)	

VIDEO TELECONFERENCE DEPOSITION OF

JEAN SEBASTIEN JACQUETIN

New York, New York

Friday, June 19, 2015

Reported by:TAMI H. TAKAHASHI, RPR, CSR

JOB NO. 14349

June 19, 2015
9:37 a.m.

Video Teleconference Deposition of JEAN SEBASTIEN JACQUETIN, held at the offices of Osler, Hoskin & Harcourt LLP, 620 8th Avenue, New York, New York, pursuant to Notice, before TAMI H. TAKAHASHI, a Registered Professional Reporter and Notary Public of the State of New York.

APPEARANCES:

For the Prosecuting Party:
U.S. DEPARTMENT OF LABOR
Office of the Solicitor, Region II
201 Varick Street, Room 983
New York, New York 10014
(646) 264-3672
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
SUSAN B. JACOBS, ESQ.
jacobs.susan@dol.gov
JONATHAN WEINBERG, Summer Intern

For the Respondent:
EPSTEIN BECKER & GREEN, P.C.
250 Park Avenue
New York, New York 10177
(212) 351-4500
BY: ROBERT S. GROBAN, JR., ESQ.
rgroban@ebglaw.com
MAXINE ADAMS, Law Clerk
KRISTIE-ANN YAMANE, Summer Intern

APPEARANCES (continued):

For the Witness:
OSLER, HOSKIN & HARCOURT LLP
1000 de la Gauchetiere West
Suite 2100
Montreal, Quebec, Canada H3B4W5
(514) 904-5364
BY: CARINE BOUZAGLOU, ESQ.
cbouzaglou@osler.com
(via video teleconference.)

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties herein, that filing and sealing be and the same are hereby waived.

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to the form of the question, shall be reserved to the time of the trial.

IT IS FURTHER STIPULATED AND AGREED that the within deposition may be signed and sworn to before any officer authorized to administer an oath, with the same force and effect as if signed and sworn to before the Court.

Page 6

EXAMINATION

BY MR. GROBAN:

Q. Mr. Jacquetin, my name is Bob Groban. I'm with the firm of Epstein Becker & Green. And we represent the respondent, du Pasquier, Inc., in this proceeding.

I'm here to take your deposition, which is your testimony under oath. I'm advised by the court reporter that she can't swear you in, in Montreal.

So, do you swear that the testimony you are about to give is truthful?

A. Yes, I do.

Q. Okay. The -- have you ever been deposed before?

A. No, I haven't.

Q. Okay. Basically, what I'm going to do is I'm going to ask you some questions. You can -- well, maybe you can't see. There's a court reporter here who is taking down what we say. And I'm going to assume that you understand my questions if you provide an answer.

A. Yes.

Page 7

Jacquetin

Q. Okay. And if anything is unclear, you let me know.

A. Um-hum, sure.

Q. Okay. Now, the court reporter is writing things down. This isn't being videotaped. So, you can't nod, you can't go "okay" -- I mean, any -- you've got to answer the questions verbally so the court reporter can get that down. Do you understand that?

A. Yes, I do.

Q. Okay. And we'll be going on for a little bit, so if you need to take a break, just let your counsel know. Finish answering whatever question is on the table and then just let us know if you need to take a break for a minute or two, okay?

A. I will, yes.

Q. Did you review any materials in preparation for your deposition today?

A. I actually received documents that was sent to me last night, the annex that I received by e-mail. This is the only thing that I did receive.

Q. Okay. And those were the documents

Page 8

Jacquetin

that we had sent up last night?

A. Yes.

Q. Okay. And did you discuss the deposition today with anyone other than your lawyer?

A. No, I haven't.

Q. Can you tell me what your current position is, where you're currently employed?

A. I'm managing director of Murtti Capital, M-U-R-T-T-I, Capital.

Q. And where are they located?

A. They're located in Beijing, China.

Q. Do they have any offices outside of Beijing, China?

A. No, they don't.

Q. So, you operate remotely?

A. Yes.

Q. Okay. And what is your position there?

A. I'm a managing director.

Q. Do you have a specific area of responsibility?

A. I'm mainly responsible for origination in terms -- or sourcing deals.

Page 9

Jacquetin

Those are my responsibilities.

Q. And do you source them in any particular geographic location?

A. Mainly, North American deals, yes.

Q. And what type of deals?

A. Those are small to mid-cap companies that are looking for financing and they're also looking for visibility. So, we organize one-on-one meetings with investors for them. And we do this mainly in Asia.

Q. And are the companies mostly located in North America?

A. Yes.

Q. Do you focus on the national resource area, for example?

A. I do.

Q. Do you have any other areas of focus?

A. I also focus on biotech, life sciences and also companies that are in the energy sector. And also in the information technology sector.

Q. And since November of 2013, how often have you been to New York?

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Sun Valley Orchards, LLC, Respondent. and IN THE MATTER OF: Agustin Hernandez, d/b/a Agustin Hernandez FLC Respondent.	Case No. 2017-TAE-00003 Case No. 2017-MSP-00002

DECLARATION OF IAN HARDY PURSUANT TO 28 U.S.C. § 1746

I, Ian Hardy, declare under penalty of perjury that the following is true and correct:

1. I am the founder, President and Chief Executive Officer of Optima Juris, a U.S. court reporting agency dedicated to providing deposition services for U.S. legal matters abroad.

2. I have over seventeen years of experience organizing depositions throughout Europe, Asia, the Middle East, Africa, Latin America, and Oceania. I regularly consult for law firms, domestic reporting agencies, and in-house legal departments on how to successfully set up and conduct U.S. depositions internationally. I make this declaration based on my experience performing this work, including involvement in arranging approximately 5 depositions in Mexico each year over the past ten years.

3. The U.S. Department of Labor has requested that I provide this declaration regarding Optima Juris's experience with arranging for the administration of the oath for depositions taken in Mexico for U.S. cases.

4. Neither I nor Optima Juris is being compensated in any form for providing this declaration; nor have we been retained by the U.S. Department of Labor to provide any services in this case. My understanding is that the U.S. Department of Labor is seeking to take depositions in a manner that would not involve the services of Optima Juris.

5. Optima Juris has extensive experience organizing depositions in Mexico. In our experience, it is extremely difficult or impossible to retain notaries, court reporters or other officials who are authorized under Mexican law to administer a deposition oath. The difficulties we have faced in attempting to hire such individuals include difficulty in locating notaries who are reliable in scheduling matters, and a lack of professionalism, i.e. a lack of professional experience among notaries to conduct depositions.

6. My understanding is that without some special arrangement, such as a judicial commission, U.S. court reporters generally do not have authority to administer a deposition oath outside the U.S. state in which they are licensed.

7. Although U.S. consular officials are authorized to administer the oath, their services are extremely expensive and in our experience, they have limited availability to assist with this process.

8. Accordingly, as a regular practice, Optima Juris advises its U.S. clients seeking to take depositions in Mexico to attempt to obtain a stipulation from opposing counsel regarding administration of the oath. Generally the person who administers the oath in these cases is the court reporter.

9. When opposing counsel does not stipulate to the court reporter's administering the oath, Optima Juris generally advises its clients to seek an order from the court commissioning a person under Fed. R. Civ. P. 28(b)(1)(D) to administer the oath, such as a court reporter.

I declare under penalty of perjury that the foregoing is true and correct to the best of my belief and knowledge.

Executed this 13TH day of April, 2017 in IRVINE, CA.

IAN HARDY

Optima Juris
15615 Alton Parkway
Irvine, CA 92618

CERTIFICATE OF SERVICE

I, Jason E. Glick, an employee of the U.S. Department of Labor, in the Office of the Solicitor, Region II, 201 Varick Street, New York, New York, certify that on this 13th day of April 2017, I served the foregoing Administrator's Emergency Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions, and the attached exhibits, via email on:

Christopher J. Schulte, Esq.
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street N.W., Suite 800
Washington, D.C. 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

Jason E. Glick

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Hon. Theresa C. Timlin, ALJ	Christopher J. Schulte – Respondent's Counsel
COMPANY:	DATE:
Office of Administrative Law Judges, U.S. Department of Labor	April 14, 2017
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
856-486-3806	7
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
856-486-3800 x122	2017-TAE-0003
RE:	YOUR REFERENCE NUMBER:
Adm'r v. Sun Valley Orchards	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

THIS FACSIMILE CONTAINS PRIVILEGED INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Copy served on Solicitor's Office via email, per agreement of counsel.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	)	Case No: 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC Respondent	)	

RESPONDENT'S OPPOSITION TO ADMINISTRATOR'S "EMERGENCY" MOTION TO WAIVE RULES

Respondent, Sun Valley Orchards, LLC, respectfully submits this Opposition to the "Administrator's Emergency Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions" (the "Motion"), filed after hours last night.[1] Counsel for the Administrator ask the Court for extraordinary relief - the ability essentially to eliminate the oath requirement at the heart of the deposition process - in order to secure effectively unsworn testimony against Respondent in a foreign language, in a foreign country, by unknown witnesses, without the requisite disclosures, and without following the bare minimum rules of this Court, in particular, and American civil litigation, in general. "Trial by surprise" is not justice.

[1] Undersigned counsel apologizes for any transmission issues with the fax transmission and with the brief nature of the response, but our office is closed today for Good Friday, and this is an attempt to serve an opposition from home on an issue raised several days ago but not brought to the Court until late last night. While the Administrator classifies the Motion as an "emergency" filing, this issue was discussed by the parties days ago, and the only emergency asserted is a scheduling issue of their own creation.

There is a clear method for obtaining the testimony that the Administrator seeks, as the Motion concedes, but Counsel for the Administrator asks the Court to waive those requirements because of the ***possibility*** that following the rules that every other litigant must follow ***might*** involve cost or effort on the government's part. This request is outrageous and absolutely unnecessary. If the Administrator needs additional time in which to arrange and conduct these depositions, then Respondent is willing to accommodate such a request - as we have already agreed to stipulate to conducting these depositions remotely.

Counsel attempts to portray the Respondent, or at least undersigned counsel, as being obstructionist for not waiving the clear requirements of the Rules and letting the Administrator trample over the fundamental processes for litigation to suit their convenience. The rules are clear and serve a critical function in preserving the fair and just conduct of litigation. They are not to be ignored when they become inconvenient to the government.

BACKGROUND

The Court is already familiar with the Administrator's allegations in this case, so further discussion of them here is as unnecessary as in the Administrator's inclusion of them in the "emergency" motion. Suffice it to say, Respondent will demonstrate to the Court at the appropriate time that the Administrator's allegations are unsupported by the facts of the case, and represent a rush-to-justice and disregard for the facts and law consistent with the current Motion.

In an attempt to "shoot first and ask questions later," the Administrator now seeks to elicit testimony from an undisclosed group of Sun Valley's H-2A employees from the 2015 growing season. The identity of these employees remains a mystery, however, since the Administrator's Notice of Deposition states only that a deposition is scheduled from 10:00 a.m.

on April 24, 2017 through April 26, 2017, and again beginning at 10:00 a.m. on May 2, 2017 through May 4, 2017 at one or more locations in Veracruz or Guanajuato, Mexico of "one or more residents of Mexico who worked at Sun Valley Orchards in 2015 on H-2A visas." That notice was dated April 7, 2017, and no further information has been provided to Respondent as to: (1) the identity of the witnesses; (2) the number of witnesses; (3) the identity or qualifications of the proposed interpreter[2]; nor (4) the location or precise dates or times of any of the deposition(s). This violates the notice requirements in 29 C.F.R. § 18.64(b)(1). That rule allows for a notice omitting the deponent's name and address "[i]f the name is unknown," but the Administrator's Motion makes clear that Counsel for the Administrator has held one or more phone conversations with potential witnesses, so the name is clearly not "unknown." *See* Glick Declaration at ¶ 16.

The Motion does not establish that any or all of the surprise witnesses will actually be unavailable to testify at the hearing before this Court, only that it may be "difficult to ensure" that they will be available. Counsel for the Administrator makes several representations as to conversations with undersigned counsel, some of which are accurate. Undersigned counsel agreed immediately with the proposal to conduct these depositions remotely, raising only the concern with the precise technology with which to do so. During subsequent conversations, while still not identifying the witnesses, interpreter, location, or timing of the depositions, Counsel for the Administrator disclosed that the witnesses would not be testifying before someone administering the oath, as is required in the Court's Rules. *See* Section 18.64(b)(4)

---

[2] Counsel for the Administrator references, for the first time in last night's motion, the presence of "the Administrator's agent" at the proposed depositions in Mexico. Motion at FN 2. This was not previously discussed, and this "agent" of the U.S. government who is apparently not a consular employee raises a new concern.

("For the purpose of this section, the deposition takes place where the deponent answers the questions."); Section 18.64(b)(5) ("Unless the parties stipulate otherwise, a deposition must be conducted before a person having power to administer oaths."). Counsel for the Administrator further revealed that the court reporter, to be located in Counsel's office in New York City, was not willing to administer the oath to a witness or witnesses not "before" them, as is required of them as a Notary Public of the State of New York.

Undersigned counsel raised the above-quoted rules and Federal Rule of Civil Procedure 28(b) not to obstruct or delay the proceedings, but as setting forth the requirements for taking remote depositions in a foreign country and the multiple options for doing so set forth in the Rules. Counsel for the Administrator argues that "the Federal Rules of Civil Procedure are not strictly relevant given clear Rules of Practice of [*sic*] Procedure applicable to discovery generally and depositions specifically." Motion at FN 3. Counsel neglects, however, to note that the Rules of Practice and Procedure explicitly state that "The Federal Rules of Civil Procedure (FRCP) apply in any situation not provided for or controlled by these rules, or a governing statute, regulation, or executive order." 29 C.F.R. § 18.10(a). The FRCP is not some "out of the box" or irrelevant reference but, rather, the specific source of gap-filling guidance that the Department itself chose in issuing the Rules of Practice.

As set forth above, the Rules of Practice clearly require the administration of an oath to a remote deponent "before" the oath-giver and where the deponent is located. 29 C.F.R. §§ 18.64(b)(4) and (5). There is no specific provision in the Rules of Practice for administering an oath in a foreign country. Thus, under 29 C.F.R. § 18.10(a), the Court looks to the Federal Rules of Civil Procedure, which lay out multiple options for achieving the purpose of the oath with

respect to deponents located outside the United States. The Administrator mentions these options, but summarily dismisses them as potentially more difficult to comply with than would be convenient to Administrator's Counsel.

To date, with some undisclosed number of depositions proposed in the coming days of an undisclosed number of undisclosed individuals with an undisclosed interpreter, Counsel for the Administrator would paint Respondent as the villain in this scenario for not immediately acceding to their request to go even further in abandoning the rules. This is no way to conduct litigation and the Court should not approve the Administrator's request.

I. Courts Have Consistently Declined Requests of this Nature

In *Loucas G. Matsas Salvage & Towage Maritime Co. v. M/T Cold Spring I*, Civ. No. 96-0621, 1997 U.S. Dist. LEXIS 2415 (E.D. La. Mar. 5, 1997), the court granted a motion to strike a deposition of a deponent located in Poland where the party administering the oath was in New Orleans. The court discussed the multiple options set forth in Rule 28(b) for administering an oath to a deponent located outside the United States and concluded that none of those options had been followed and, therefore, the deposition failed to comply with Rule 28's requirements. Rule 30(b)(7) for remote depositions mirrors 29 C.F.R. § 18.64(b)(4) in stating that a deposition is "taken" where the deponent is located, not where counsel or the court reporter are located. *See also Clem v. Allied Van Lines Int'l Corp.*, 102 F.R.D. 938, 940 (S.D.N.Y. 1980). To be valid, the deponent would have had to have the oath administered in person in Poland. In *Matsas*, the party opposing the deposition procedure waited until the deposition was completed and moved to strike it later. Here, the issue is raised before either party has incurred the cost of time or money but the outcome must be the same.

The same result was reached in *Menovcik v. BASF Corp.*, Civ. No. 09-12096, 2010 U.S. Dist. LEXIS 123858, 2010 WL 4867408 (E.D. Mich., Nov. 23, 2010). Counsel in Michigan proposed to depose a witness in Thailand, administering the oath telephonically from Michigan. The court in *Menovcik* cites *Matsas* and concludes that "Case law on this issue, while not abundant, is clear. Rule 28(b) specifically requires that the witness testify 'before' an official, i.e., at the same place as the official, and that the official be authorized to administer oaths where the examination is held." *Id.* at *14; *see also Advani Enters., Inc. v. Underwriters at Lloyds*, No. 95 Civ. 4864, 2000 U.S. Dist. LEXIS 15421, 2000 WL 1568255 (S.D.N.Y., Oct. 19, 2000) (party proposing deposition "must, therefore, provide to this Court a proposal for compliance with Rule 28(b), which will include necessarily a means by which to place the deponents under oath by a person located in Egypt. Fulfillment of this requirement is a necessary and sufficient condition for the valid telephonic deposition of these two witnesses."); *United States v. Ruiz Castro*, 92 F.3d 1519, 1533 (10th Cir. 1996), *overruled on other grounds by United States v. Flowers*, 464 F.3d 1127 (10th Cir. 2006) (denying motion for leave to depose by telephone where its proponent "neither referenced any treaties nor did he state that [the proposed deponent] would testify 'before' a person authorized to administer oaths as described in Rule 28(b).").

Where a government agency seeks the testimony of a foreign deponent, courts have acknowledged the cost of complying with the oath-administration challenges, but ultimately offered other means of obtaining the testimony without waiving the oath requirement. For example, in *SEC v. Banc de Binary*, 2:13-cv-993, 2014 U.S. Dist. LEXIS 34373 (D. Nev., Mar. 14, 2014), Noting that Rule 28(b) requires the party seeking the foreign deposition to make a showing of compliance with that rule, and that doing so in Cyprus, where the proposed deponent

was located, would be difficult, the Court's solution was for the SEC to bring the witness to Washington, D.C., where the agency and defense counsel were located, and conduct the deposition there, at the SEC's expense. In that case, the witness was a principal of the defendant, whereas here, the witnesses would presumably be offering testimony favorable to the Administrator and stand to profit from doing so, since part of the Administrator's claim is for back wages. This further tips the balance of equities against granting the Administrator's request here.

As noted in *Matsas* and *Menovcik*, the cases on this subject are few but they are consistent. The requirements for conducting a foreign deposition are not expressly covered by the Rules of Practice but are in the Federal Rules, and must be followed, without exception.

II. Administrator Fails to Justify the Request for a Waiver

The Administrator notes the Court's authority to exercise discretion in waiving the Rules of Practice "when doing so will not prejudice a party and will serve the ends of justice." 29 C.F.R. § 18.10(c). Having surprise witnesses give testimony in a foreign country without the proper administration of an oath clearly constitutes prejudice to Respondent and in no way serves the ends of justice. This is not a situation such as a party propounding 26 interrogatories instead of 25 or allowing leading questions during direct examination. As set forth in the cases above, the proper administration of the oath to a deponent is critical to the entire exercise, and not simply an inconvenient formality.

The example offered by Counsel for the Administrator where they had previously stipulated to waiving the requirement is inapposite. In that case, the employer sought to adduce favorable information to support its defense against a wage claim by the government, and the

Administrator allowed them to do so. Here, it is the Administrator seeking to elicit testimony to build its claim against the employer. The disparity of resources between the government and private parties and the nature of the audit process further weighs against the requested waiver. The Administrator's investigators had the opportunity to question Respondent's employees, to walk into Respondent's office and review all of the documents there, and now has the resources and manpower to have its own "agents" as well as countless employees of sister agencies on hand around the globe. The requested waiver is bullying, not justice.

Moreover, the Administrator's Motion and supporting declarations ***at no time*** state that it would be impossible to comply with the minimum requirements for administering an oath to a foreign deponent. Instead, they recite how it might be difficult and, although the Consulate in Mexico generally waives the fees for conducting depositions in the manner required by the rules, they ***might*** not grant such a fee waiver here. While Respondent, and undersigned counsel in particular, appreciates Administrator's Counsel's professionalism and courtesy in this matter to date, they doubt that the Administrator would be willing to allow them to introduce unsworn statements by mystery witnesses in their defense.

As for the proposal to have Counsel for the Administrator administer the oath in lieu of the court reporter or other designated neutral party, this would separately violate the Rules. Specifically, Rule 28(c) expressly forbids the administration of an oath by counsel representing the interests of the deponent: "A deposition must not be taken before a person who is any party's relative, employee, or attorney; who is related to or employed by any party's attorney; or who is financially interested in the action." Counsel for the Administrator is seeking this testimony in support of a claim that, if proven, would result in thousands and thousands of dollars going to

each of these witnesses. This is not to impugn the motives of either Counsel or the unnamed witnesses, but is a clear requirement of the rules - with no equivalent provision in the Rules of Practice, the Federal Rule on this issue controls. As far as the assertion that H-2A workers have previously promised to comply with U.S. laws so the parties and the Court should just trust that they will testify honestly and appropriately, even in the absence of the required oath, Respondent made similar promises to the government to participate in the H-2A program (under penalty of perjury by signing Form 9142A, as the Department of Labor requires), but doubts that the Administrator will would simply "take our word for it" that Respondent has complied with the H-2A requirements.

Finally, the Administrator repeatedly refers to Respondent's objection to their waiver request as advocating for "rigid" or "strict" compliance with the rules. Beyond the irony of a law enforcement agency criticizing the entity that it has accused of violating specific rules of a highly-regulated visa program for fussiness about compliance, this position tramples on the centuries-old tradition of testimony under oath. Sworn testimony, particularly where offered in support of a prosecution as it is here against the Respondent farm, ***must*** meet the requirements. This is not a situation where "close enough" is good enough. The Supreme Court and Congress, in crafting and approving of the Federal Rules, offer multiple methods for complying with the oath requirement for foreign depositions. The Department of Labor, itself, could have avoided those requirements in the Rules of Practice by developing a less "burdensome" approach. But all three branches of government, in a rare show of unity, have decided that proper administration of a testimonial oath is essential to the integrity of the process and the needs of justice and can only be achieved through the means explicitly laid out in Rule 28(b). Respondent respectfully asks

that the Court not accede to the Administrator's request here simply because waiving this essential safeguard might be more convenient.

CONCLUSION

For all of the foregoing reasons, in order to avoid prejudice and to serve the interests of justice, Respondent respectfully urges the Court to deny the Administrator's Motion in its entirety. Respondent would further respectfully ask the Court to require the Administrator to disclose the names and addresses of the proposed witnesses, the name and qualifications of the interpreter, the name and address of any other "agent" who might be in the room with potential witnesses, and a plan for complying with Rule 28(b) before any remote depositions can be noticed. If the Administrator is unable to do so in a timely manner, Respondent asks the Court for a protective order against proceeding with the proposed depositions until the Administrator complies. If additional time is required for the Administrator to take the necessary steps to obtain the information deemed necessary to present its case, then Respondent would consider such a request and accord the courtesy and professional understanding that the parties have shared to this point in this matter.

Dated: April 14, 2017

/s/ Christopher J. Schulte
Christopher J. Schulte
CJ Lake, LLC

Counsel for Respondent

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing has been served on Counsel for the Adminstrator via email, per prior agreement of the parties for such service, this 14th day of April, 2017.

/s/ Christopher J. Schulte

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 21 April 2017

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

and

Case No.: 2017-MSP-00002

In the Matter of

SECRETARY OF LABOR
Plaintiff

v.

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC
Respondent

ORDER GRANTING MOTION FOR LEAVE TO ADMINISTER OATHS REMOTELY IN DE BENE ESSE DEPOSITIONS

This matter involves two actions, one under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501; and the other under the safety and health and contractor registration provisions of the Migrant and Seasonal Agricultural Workers Protection Act, 29 U.S.C. § 1801–1872, and implementing regulations at 29 C.F.R. Part 500. These matters were consolidated for hearing. By Order dated February 7, 2017, the undersigned set the discovery deadline and hearing dates as May 12, 2017 and July 18–21, 2017, respectively.

On April 13, 2017, the Administrator of the Wage and Hour Division ("Administrator") submitted an Emergency Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions. Respondent replied on April 14, 2017 by submitting an Opposition to Administrator's "Emergency" Motion to Waive Rules. The undersigned conducted a conference call with the parties on April 20, 2017, in which she discussed the parties' motions.

The central dispute between the parties involves the mechanics of noticed *de bene esse* depositions issued by the Administrator to the Respondent on April 7, 2017. The Administrator scheduled the depositions to take place remotely via videoconference from Veracruz or Guanajuato, Mexico, from April 24–26 and May 2–4, 2017. While the parties have conferred and agreed to many of the details of the upcoming remote depositions, Respondent raised a number of objections in its Response and during the April 20, 2017 conference call. Specifically, Respondent argued that: (1) the Administrator failed to comply with 29 C.F.R. § 18.64(b)(1) by failing to disclose the name of known deponents at least fourteen days prior to the deposition, (2) the Administrator's planned presence at and supervision of the depositions by members of the Centro do los Derechos del Migrante ("CDM") would exert inappropriate pressure on the deponents, and (3) the Administrator's request for a waiver of the requirement that a deponent testify in the presence of a person authorized to administer oaths was not justified under 29 C.F.R. § 18.10(c). Upon consideration of the parties' submissions to this tribunal and the April 20, 2017 conference call, the undersigned issues the following rulings.

The Administrator properly complied with the notice of deposition requirements in 29 C.F.R. § 18.64(b)(1). That section requires that reasonable written notice of deposition be given to the opposing party no fewer than fourteen days from the date of the planned deposition. 29 C.F.R. § 18.64(b)(1). If the deponent is "known," the notice of deposition must state the deponent's name and address; whereas if the deponents are "unknown", a party must give only a general description sufficient to identify the particular class or group Id. Here, the Administrator issued a notice of deposition on April 7, 2017, for depositions scheduled to begin on April 24, 2017—giving Respondent seventeen days of notice. In addition, the Administrator identified the class of potential deponents as Respondent's 2015 H-2A workers. During the conference call, counsel for the Administrator stated that he did not know the specific identities of available deponents for the first round of depositions until April 19, 2017, at which time the Administrator turned over those names to the Respondent. Based on this testimony, the undersigned finds that the identity of these deponents were "unknown," and therefore the Administrator's April 7, 2017 notice of deposition complied with 29 C.F.R. § 18.64(b)(1).[1] However, the Respondent also testified that it employed close to 100 H-2A workers in 2015. Given the date the Administrator disclosed the names of its first deponents, Respondent would have only two business days to search its records and prepare for an April 24 deposition. Therefore, to prevent the Respondent from being prejudiced by such last minute notice, the undersigned ORDERS that no depositions shall be conducted in the scheduled April 24–26, 2017 timeframe. Depositions may commence as planned on May 2–4, 2017, but the undersigned further ORDERS the Administrator to disclose the names of its deponents as soon as they are known to give the Respondent adequate time to prepare for the depositions.

---

[1] Moreover, in light of the government informant privilege applicable to those workers who did speak to the Administrator in connection with this case, the Administrator was understandably reticent to disclose the names of potential deponents before securing their agreement to give testimony.

The Respondent also persuasively argued that the presence of CDM personnel at the remote deposition could exert an improper influence over the deponent workers. The CDM is a independent Mexican workers' advocacy group that helped the Administrator identify potential witnesses in its case against Respondent. In light of these facts, the presence of CDM personnel in the deposition room may impinge upon the veracity of the deponents' testimony. Therefore, the undersigned ORDERS that, while CDM personnel may assist the deponents in travelling to the deposition site and provide technical support for the videoconferencing technology, they shall vacate the deposition room during the time that deponents are testifying.

Finally, the undersigned also finds that the Administrator has shown good cause to waive the ordinary requirement under 29 C.F.R. § 18.64(b)(4)–(5) and Fed. R. Civ. P. 28(b) that a deponent testify in the physical presence of a person having the power to administer oaths. This tribunal has discretion in these cases to permit the introduction of hearsay—including the unsworn statements by the H-2A workers the Administrator seeks to depose. See 29 C.F.R. § 501.34. Therefore, waiving the requirement that a deponent testify only in the presence of an oath-giver will not prejudice the Respondent in this matter. Respondent is free to challenge the probative value of any *de bene esse* deposition testimony in its brief should it perceive any indicia of untrustworthiness in the deposition procedure, and the undersigned will fairly consider such arguments. Additionally, the Administrator has shown that the potential costs (monetary or administrative) attendant to strict compliance with 29 C.F.R. § 18.64(b)(4)–(5) and Fed. R. Civ. P. 28(b) would not serve the ends of justice in this case, particularly in light of the admissibility of unsworn statements. However, to ameliorate Respondent's concerns with having the Administrator's counsel administer the oath to its own deponents, the undersigned will be available via teleconference to swear in the witnesses. The parties are therefore ORDERED to confer and inform this tribunal of the dates and times of upcoming depositions so that the undersigned can arrange her schedule accordingly.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=JUDGE, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Numbers: **2017TAE00003, 2017MSP00002**

Document Title: **ORDER GRANTING MOTION FOR LEAVE TO ADMINISTER OATHS REMOTELY IN DE BENE ESSE DEPOSITIONS**

I hereby certify that a copy of the above-referenced document was sent to the following this 21st day of April, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Solicitor
U. S. Department of Labor
Room 983
201 Varick Street
NEW YORK NY 10014
{Hard Copy - Regular Mail}

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
LAWRENCEVILLE NJ 08648
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Jason Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail/Email}

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
MULLICA HILL NJ 08062
{Hard Copy - Regular Mail}

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: April 24, 2017

Recipient's Telephone No.: 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (including cover page): 3

Sender's Name: Jason E. Glick
Trial Attorney

Direct Phone Number: 646.264.3687

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003; Agustin Hernandez, 2017-MSP-00002

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

GK TG 4/25

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3687
Fax: (646) 264-3660
Email: glick.jason.e@dol.gov

Reply to the Attention of: Jason E. Glick, Esq.

April 24, 2017

Via Facsimile
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *Sun Valley Orchards, LLC*, 2017-TAE-00003; *Agustin Hernandez*, 2017-MSP-00002

Dear Judge Timlin:

I submit this letter in regard to the Court's April 21, 2017 Order Granting Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions, specifically the statement on page 2 that "counsel for the Administrator stated that he did not know the specific identities of available deponents for the first round of depositions until April 19, 2017."

My statement during the April 20 conference call was that counsel for the Administrator promptly turned over the specific deponents' names after learning of their availability to be noticed at the noticed time and place. Out of an abundance of caution and duty of candor to the court, I write to clarify that we received the relevant information regarding these witnesses' availability on the afternoon of April 17. Because Mr. Heyman-Kantor and I were then, and continued to be occupied by preparation for depositions on April 18 to 20, on April 19, we provided Respondent with the deponents' names, as well as the interpreters' names, CVs, and information about CDM and its employees.

After receiving information on the evening of April 21 regarding the tentative availability of additional deponents, we provided those potential deponents' names to Respondent on April 22.

Pursuant to the Court's April 21 Order, the parties are in the process of conferring regarding the scheduling of the upcoming depositions and will contact the Court as soon as possible to verify that the proposed dates and times fit the Court's schedule.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By:

Jason E. Glick
Attorney

Cc: Christopher Schultc, Esq. (via e-mail)

CJLake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Hon. Theresa C. Timlin, ALJ	Christopher J. Schulte – Respondent's Counsel
COMPANY:	DATE:
Office of Administrative Law Judges, U.S. Department of Labor	April 26, 2017
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
856-486-3806	7
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
856-486-3800 x122	2017-TAE-0003
RE:	YOUR REFERENCE NUMBER:
Adm'r v. Sun Valley Orchards	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

THIS FACSIMILE CONTAINS PRIVILEGED INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Copy served on Solicitor's Office via email, per agreement of counsel.

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

April 26, 2017

VIA FACSIMILE

Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *Matter of Sun Valley Orchards, LLC*, 2017-TAE-00003
Matter of Agustin Hernandez, 2017-MSP-00002

Dear Judge Timlin:

Respondents submit this letter to clarify, if possible, without taking any more of the Court's time on this issue than is absolutely necessary, the ongoing issue of the Administrator's scheduling and notice of the *de bene esse* depositions of witnesses in Mexico. The Court's Order issued April 21, 2017 accurately stated the understanding that the Court and undersigned counsel took from the April 20, 2017 conference call – that Counsel for the Administrator had given Respondents the names of some of the witnesses as soon as he knew that they would be available for depositions on the dates selected.

The Administrator's letter brief dated April 24, 2017 makes clear that this was not so. In fact, the names were actually known on April 17, 2017. The "Amended Notice of Depositions" was not provided until April 22, 2017, giving the names of the witnesses but not their addresses, as required in 29 C.F.R. § 18.64(b)(1). Counsel states that he and co-counsel "were then, and continued to be occupied by preparation for depositions" and, apparently, unable to provide the names to Respondents. During that time, however, Counsel for the Administrator spent each of the next three days sitting across a table from Respondents and their counsel, fully aware of the names and dates for the depositions, but choosing not to disclose them until that Saturday, with only partial (non-compliant) disclosure coming after two full days of depositions, on the night of April 19th.

The Court has given the Administrator significant latitude in scheduling and, particularly, noticing these depositions. Administrator's Counsel's honesty in clarifying statements from April 20th is certainly appreciated, if belated. If the Administrator had given Respondents notice of the names and addresses of the witnesses for the May 3, 2017 depositions on April 17th, when the information was fully known to them, that would have been timely under Section 18.64(b). The notice that was actually given on April 22nd, however, did not comply with the Rules. As a reminder, the only source of the urgency to schedule and complete these depositions in this

manner is the Administrator's own schedule. All of the issues raised in the parties briefing and the extended conference last week: untimely and/or incomplete deposition notices, concerns with proper oath administration, and involvement of the Centro de los Derechos del Migrante, would be eliminated if the Administrator did not insist on this particular schedule.

Respondents do not wish to delay the proceedings or take up the Court's time, but the ongoing pattern of noncompliance with the Rules of Practice by the Administrator is extremely troubling. The depositions scheduled for next week still do not comply with Section 18.64(b). Respondents reserve their rights to seek appropriate sanctions under 29 C.F.R. § 18.57, but suggest that adjourning the depositions until timely notice can be provided or waiving strict compliance with the "informant's privilege" – particularly where, as here, the "informants" are no longer employed by Respondent Sun Valley and are presently located thousands of miles away in a foreign country – would alleviate some of the prejudice from the Administrator's conduct here and better serve the interests of justice.

Sincerely,

Christopher J. Schulte
Counsel for Respondents

cc: Jacob Heyman-Kantor, Esq.
Jason E. Glick, Esq.
Counsel for Administrator/Secretary

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3687
Fax: (646) 264-3660
Email: glick.jason.e@dol.gov

Reply to the Attention of: Jason E. Glick, Esq.

May 8, 2017

Via First Class Mail
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: ***In re Agustin Hernandez d/b/a Agustin Hernandez FLC*****, 2017-MSP-00002**

Dear Judge Timlin:

Counsel for the Secretary and for Respondent Agustin Hernandez have executed a stipulation dismissing the above-captioned case with prejudice, on the terms set out fully in the enclosed Stipulation of Dismissal and Order. This stipulation applies only to the above-captioned case.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: _____
Jason E. Glick
Attorney

RECEIVED
MAY 10 2017
ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Secretary of Labor	*	
Plaintiff,	*	Case No. 2017-MSP-00002
v.	*	
Agustin Hernandez, d/b/a Agustin Hernandez FLC	*	
Respondent.	*	

STIPULATION OF DISMISSAL AND ORDER

The parties, Respondent Agustin Hernandez, d/b/a Agustin Hernandez FLC ("Respondent") and the Secretary of Labor, U.S. Department of Labor ("Secretary") hereby stipulate and agree that:

1. On August 9, 2016, the U.S. Department of Labor, Wage and Hour Division issued a Notice of Determination alleging that Respondent violated 29 C.F.R. § 500.75 during the period April 5, 2015 to October 11, 2015, and assessing a civil money penalty.

2. On September 2, 2016, Respondent filed a timely request for a hearing with respect to the allegations of violations set forth in the August 9, 2016 Notice of Determination.

3. The U.S. Department of Labor, Wage and Hour Division, by and through the Secretary, hereby agrees to withdraw its August 9, 2016 Notice of Determination.

4. Respondent hereby agrees to withdraw its September 2, 2016 hearing request.

5. The parties hereby agree to dismiss this case, No. 2017-MSP-00002, with prejudice.

6. The parties hereby waive any further procedural steps before an Administrative Law Judge of the U.S. Department of Labor regarding this matter.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

DATED: May 5, 2017

For the Respondent:

BY: _____
Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004

Tel. 202.465.3000
Fax 202.347.3664
Cschulte@cj-lake.com

Attorney for Respondent Hernandez

DATED: May 5, 2017

For the Secretary:

JENNIFER BRAND
Associate Solicitor for Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

By: _____
JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Attorneys for the Secretary
United States Department of Labor

SO ORDERED:

_____
HONORABLE THERESA C. TIMLIN
Administrative Law Judge

5/11/2017
Date

CERTIFICATE OF SERVICE

I, Jason E. Glick, hereby certify that the foregoing letter and enclosed signed Stipulation of Dismissal and Order were served this 8th day of May 2017 upon the person named below at the e-mail address listed below:

Christopher J. Schulte
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street, NW
Suite 800
Washington, DC 20004

Mr. Schulte has consented in writing to service by e-mail in this case.

Jason E. Glick
Attorney

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 15 May 2017

Case No.: **2017-MSP-00002**

In the Matter of

SECRETARY OF LABOR
Plaintiff

v.

AGUSTIN HERNANDEZ, d/b/a
AGUSTIN HERNANDEZ FLC
Respondent

ORDER APPROVING STIPULATION OF DISMISSAL

This matter is an enforcement proceeding under the Migrant and Seasonal Agricultural Worker Protection Act of 1983 ("MSPA"), 29 U.S.C. §1801, *et seq.*, and the implementing regulations at 29 C.F.R. Part 500. The matter was docketed by the U.S. Department of Labor, Office of Administrative Law Judges on December 28, 2016. A hearing is scheduled for July 18, 2017 in Cherry Hill, New Jersey.[1]

Under cover letter dated May 8, 2017, counsel for Plaintiff forwarded to the undersigned the parties Stipulation of Dismissal and Order ("Stipulation"). The parties, Respondent Agustin Hernandez, d/b/a Agustin Hernandez FLC ("Respondent") and the Secretary of Labor, U.S. Department of Labor ("Secretary") hereby stipulate and agree that:

1. On August 9, 2016, the U.S. Department of Labor, Wage and Hour Division issued a Notice of Determination alleging that Respondent violated 29 C.F.R. § 500.75 during the period April 5, 2015 to October 11, 2015, assessing a civil money penalty.

2. On September 2, 2016 Respondent filed a timely request for hearing with respect to the allegations of violations set forth in the Notice of Determination dated August 9, 2016.

---

[1] On December 23, 2016, pursuant to 29 C.F.R. § 18.43, the Administrator requested that this proceeding be consolidated for hearing with Case No.: 2017-TAE-00003, Sun Valley Orchards, LLC.

3. The U.S. Department of Labor, Wage and Hour Division, by and through the Secretary, hereby agree to withdraw its Notice of Determination dated August 9, 2016.

4. Respondent hereby agrees to withdraw its hearing request of September 2, 2016.

5. The parties hereby agree to dismiss this case, with prejudice.

6. The parties hereby waive any further procedural steps before an Administrative Law Judge of the U.S. Department of Labor regarding this matter.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

Based on the parties' Stipulation, I hereby **DISMISS** this matter, with prejudice.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=JUDGE, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE AND HOUR DIVISION v. AGUSTIN HERNANDEZ FLC ET AL.**

Case Number: **2017MSP00002**

Document Title: **ORDER APPROVING STIPULATION OF DISMISSAL**

I hereby certify that a copy of the above-referenced document was sent to the following this 15th day of May, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Regional Solicitor
U. S. Department of Labor
Room 983
201 Varick Street
NEW YORK NY 10014
{Hard Copy - Regular Mail}

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
LAWRENCEVILLE NJ 08648
{Hard Copy - Regular Mail}

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
MULLICA HILL NJ 08062
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail}

Free State Reporting Inc
1378 Cape St. Clair Road
ANNAPOLIS MD 21409
{Hard Copy - Regular Mail}

CJLake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Hon. Theresa C. Timlin, ALJ c/o Ms. Jacqueline Kaczak	Christopher J. Schulte – Respondent's Counsel
COMPANY:	DATE:
Office of Administrative Law Judges, U.S. Department of Labor	May 17, 2017
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
856-486-3806	3
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
856-486-3800 x122	2017-TAE-0003
RE:	YOUR REFERENCE NUMBER:
Adm'r v. Sun Valley Orchards	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Original document to follow via U.S. Mail and email to Ms. Kaczak and Counsel for the Administrator.

THIS FACSIMILE CONTAINS PRIVILEGED INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent	Case No: 2017-TAE-00003

JOINT MOTION FOR REVISED SCHEDULE

The parties jointly move for a revised schedule in the above-captioned matter, solely with respect to the parties': (1) motions for summary disposition, and (2) pre-hearing disclosures and exchanges. In the Court's Order Granting the Parties Joint Motion for Revised Schedule dated February 7, 2017, the Court set the following dates:

- Hearing dates July 18-21, 2017
- Pre-hearing statements due 30 days prior to hearing (Sun., June 18th)
- Pre-hearing disclosures and exchanges 45 days prior to hearing (Sat. June 3rd)
- Motions for summary disposition 60 days prior to hearing (Fri., May 19th)

As a result of a combination of the *de bene esse* depositions being moved back and mutual agreements between the parties to extend deadlines to respond to written discovery requests, there are still discovery responses outstanding on both sides, and it will not be possible for the parties to file motions for summary disposition under the schedule set in February.

In the interest of preserving the Court's schedule, however, the parties believe that they can prepare and file motions for summary disposition one week later than originally set, to be received by the Court on Friday, May 26, 2017. In light of the deadlines for responses to those summary judgment motions, the parties also respectfully propose a similar, short extension of the deadline for the parties' pre-hearing disclosures and exchanges, to Monday, June 12, 2017. The pre-hearing statement deadlines and trial dates would not require changing under this proposal.

Counsel for the parties have conferred regarding this proposed change to the Court's schedule and jointly request the relief requested herein. For the foregoing reasons and such others as may appear to the Court, the parties respectfully submit that this Joint Motion for Revised Schedule should be granted.

Dated: May 17, 2017

Respectfully submitted,

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

Jason E. Glick
Jacob Heyman-Kantor
U.S. Department of Labor
Office of the Solicitor, Region II
201 Varick St., Room 983
New York, NY 10014
Glick.Jason.E@dol.gov
HeymanKantor.Jacob@dol.gov

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 22 May 2017

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

ORDER GRANTING JOINT MOTION FOR REVISED SCHEDULE

This matter arises under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501.

On January 18, 2017, the undersigned issued an Initial Notice of Hearing and Pre-Hearing Order scheduling the matter for Thursday, February 16, 2017 at 10:00 a.m. in Cherry Hill, New Jersey. This Notice also advised the parties that a telephonic pre-hearing conference would be held on Thursday, February 2, 2017 at 3:00 p.m. (EST). By facsimile dated January 27, 2017, the parties filed a Joint Motion for Revised Schedule in the above-captioned matter.

A telephonic pre-hearing conference, as scheduled, was held by the undersigned with the parties on February 2, 2017. The parties discussed their pending joint motion and the rescheduling of the hearing. A hearing date of July 18 through 21, 2017 in Cherry Hill, New Jersey was agreed upon with the parties. An Order Granting the Parties Joint Motion for Revised Schedule was issued on February 7, 2017.[1]

By facsimile dated May 17, 2017, the parties filed a second Joint Motion for Revised Schedule citing depositions being moved back, and mutual agreements between the parties to extend deadlines to respond to written requests.

---

[1] This matter was consolidated for hearing with Case No.: 2017-MSP-00002. On May 15, 2017 an Order Approving Stipulation of Dismissal on this matter was issued by the undersigned.

Having found good cause, I hereby **GRANT** the parties Joint Motion for Revised Schedule. The parties are directed to file with the undersigned their motions for summary disposition by May 26, 2017, and pre-hearing disclosures and exchanges to be completed by June 12, 2017.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=JUDGE, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Number: **2017TAE00003**

Document Title: **ORDER GRANTING JOINT MOTION FOR REVISED SCHEDULE**

I hereby certify that a copy of the above-referenced document was sent to the following this 22nd day of May, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail}

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

FACSIMILE TRANSMITTAL SHEET

TO	FROM:
Hon. Theresa C. Timlin, ALJ c/o Ms. Jacqueline Kaczak	Christopher J. Schulte – Respondent's Counsel
COMPANY:	DATE:
Office of Administrative Law Judges, U.S. Department of Labor	May 23, 2017
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
856-486-3806	5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
856-486-3800 x122	2017-TAE-0003
RE:	YOUR REFERENCE NUMBER:
Adm'r v. Sun Valley Orchards	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Original document to follow via U.S. Mail and email to Ms. Kaczak and Counsel for the Administrator.

THIS FACSIMILE CONTAINS PRIVILEGED INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent	Case No: 2017-TAE-00003

RESPONDENT'S EMERGENCY MOTION FOR REVISED SCHEDULE

Respondent, Sun Valley Orchards, LLC, moves the Court for a further revision to the briefing schedule for the parties' respective motions for summary disposition in the above-captioned matter. When the parties filed their Joint Motion for Revised Schedule on May 17, 2017, Respondent had not yet received any discovery responses from the Administrator. Ms. Kaczak advised the parties via email yesterday morning that the Court had approved the Joint Motion. Between 7:04 p.m. and 9:36 p.m. last night, undersigned counsel received 40 separate emails from Counsel for the Administrator, including interrogatory responses, responses to requests for admissions, additional exhibits from the depositions of the Administrator's witnesses earlier this month, and more than 3,700 pages of documents, some of which include redactions. The Administrator still has not provided a privilege log for the redactions. Transcripts for the 9 depositions recently completed arrived from the court reporter after the Joint Motion

was filed, involving hundreds more pages of material to be reviewed and included in the briefing to the Court.

When counsel for the parties discussed the joint request for a one-week extension, the representation was that there were "no surprises" and that relatively little would be produced. A partial review of these documents this morning reveals that many were not produced with the Administrator's initial disclosures, including a number of redacted witness statements from some of the H-2A workers at issue in the case. It is too early to know, without seeing the privilege log for these documents, whether any discovery issues will require the Court's consideration, but even reviewing the material as-provided will not permit meaningful briefing in the amount of time remaining. Undersigned counsel reached out to Counsel for the Administrator, who advises that it opposes the relief requested in Respondent's Motion but did not give an estimate of when the privilege log might be produced.

Despite having just asked the Court for a one-week change to the briefing schedule, given the timing and volume of this production, Respondent has no choice but to ask for an additional two weeks for the parties to file their motions for summary decision. The current deadline calls for serving the briefs Thursday, May 25th, for delivery Friday, May 26th. Respondent proposes moving that deadline to Friday, June 9, 2017. In the event that the Court agrees to this proposed revision to the schedule, the dates set for pre-hearing statements (June 18th), pre-hearing disclosures and exchanges (June 12th), and possibly hearing (July 18-21) may also need to be revised, but the parties and the Court can address that as needed.

Undersigned counsel regrets having to file two motions within one week on this issue, but the extent of the discovery responses received last night was not anticipated as of the filing of the first request last week. While everyone seeks the timely consideration and resolution of this matter, the interests of justice would be best served by meaningful briefing and the opportunity for disposition of some or all of the claims at issue without a hearing. That would be best served by a brief extension of time in which to assemble the facts of the case and present them to the Court in motions for summary decision.

Counsel for the parties have conferred regarding this proposed change to the Court's schedule and were unable to reach an agreement on the relief requested herein. The Administrator indicates that it will oppose this motion, but Respondent respectfully submits that this Emergency Motion for Revised Schedule should be granted.

Dated: May 23, 2017

Respectfully submitted,

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

CERTIFICATE OF SERVICE

I hereby certify that on May 23, 2017 a copy of the foregoing motion was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

MARCIANO & TOPAZIO
ATTORNEYS AT LAW

ANDREW R. TOPAZIO
GIOIA A. MARCIANO-TOPAZIO
NANCY A. SALVATORE-RODRICK
ANDREW S. TOPAZIO

A. JOHN BLAKE
OF COUNSEL

927 STUYVESANT AVENUE
UNION, NJ 07083
(908) 994-0161
Fax (908) 994-0162
mtlaw@martoplaw.com

May 23, 2017

U.S. Department of Labor
Office of Administrative Law Judges
2 Executive Campus
2370 Route 70 West, Suite 450
Cherry Hill, New Jersey 08002
Attn: The Honorable Scott Richard Morris, ALJ

Re: John Warner vs. Ports America, Inc.
Case No. 2017-LHC-00303

Dear Judge Morris:

The above captioned matter is scheduled for hearing before you on June 16, 2017.

Please be advised that we have recently filed a new claim for occupational injuries. The parties agree that the pending claim is not ripe for adjudication at this time.

Therefore, with the consent of my adversary, I respectfully request a remand of the within matter to the District Director for the purpose of joining it with the new matter and hopefully resolving both claims at the district level.

Thank you for your time and consideration.

Very truly yours,

Andrew R. Topazio

ART/ea

cc: Christopher J. Field, Esq.

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: May 24, 2017

Recipient's Telephone No.: 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (including cover page): 7

Sender's Name: Jason E. Glick
Trial Attorney

Direct Phone Number: 646.264.3687

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	Case No. 2017-TAE-00003

ADMINISTRATOR'S OPPOSITION TO RESPONDENT'S MOTION FOR A THIRD EXTENSION TO THE SUMMARY DECISION DEADLINE

The Administrator writes in opposition to Respondent's May 23, 2017 motion for a third extension to the deadline to file motions for summary decision.[1] Respondent's request should be denied because it is unjustified and would potentially require a postponement of the hearing in this case, harming the Administrator's ability to prosecute this matter. Having failed to demonstrate good cause as required under 29 C.F.R. § 18.32(b), Respondent's motion should be denied.

Respondent cannot establish good cause for its request for an extension. The basis for Respondent's extension request, i.e. that it only recently received the Administrator's document production, is entirely a problem of Respondent's own making. Respondent waited to serve all

[1] The summary decision deadline was originally set for January 31, 2017. See January 18, 2017 Order. This deadline has already been extended twice, first to May 19, 2017 (see February 7, 2017 Order), and then to May 26, 2017. See May 22, 2017 Order.

of its written discovery until April 13, 2017, nearly three months after discovery opened in this case. See January 18, 2017 Order (allowing the parties to begin seeking discovery immediately). Because of Respondent's delay, the Administrator's document production was not even due until after the close of discovery, shortly before the deadline to file summary decision motions.[2] If Respondent had all along intended to file a motion for summary decision and wanted the Administrator's document production further in advance of the summary decision deadline, it should not have waited so many months to serve its written discovery.

Counsel for Respondent has not identified any problems that he could not have anticipated before his and the Administrator's recent representation to the Court that the parties would be able to "prepare and file motions for summary disposition . . . . to be received by the Court on Friday, May 26, 2017." See May 17, 2017 Joint Motion. Indeed, the last of the deposition transcripts became available on May 12, 2017, and Respondent has known since mid-April, when it finally served its extensive written discovery, that the Administrator's document production was due shortly before the summary decision deadline.[3] Respondent surely must have known that this document production would be significant, given that the myriad violations the Administrator has alleged, including violations of housing, transportation, and wage-related regulations; given that nearly six hundred thousand dollars in back wages and civil money penalties are in dispute in this case; and given the breadth of Respondent's document requests, which sought, among other things, all internal Wage and Hour guidance documents that relate to

[2] The Administrator has objected to Respondent's having served these document requests at such a late date. The Administrator nonetheless responded to these untimely document requests in the interest of transparency and disclosure, and to avoid a discovery dispute.

[3] Originally, the Administrator's document production was due May 15, three days after the close of discovery and only four days before summary decision motions were previously due. Extensions resulted in both the document production and summary decision deadlines being pushed back by one week.

the violations in this case and a huge swath of emails, documents, and notes related to Wage and Hour's numerous investigations of Sun Valley.[4]

In any event, Respondent does not have so many documents to review. Much of the Administrator's document production consists of Sun Valley's own records and of draft Wage and Hour documents and guidance materials that were requested but are barely or not at all relevant to this case.[5] The documents produced corroborate the Administrator's allegations that Sun Valley exploited its workers. These documents will certainly not allow Sun Valley to establish that it is entitled to summary decision.

The Administrator will be filing a partial summary judgment motion on the issues about which there are no material disputes of fact. If Respondent's delays in serving discovery prevent it from citing all of the evidence it would like to cite in its summary decision motion, Respondent will have ample opportunity to present this evidence in opposition to the Administrator's motion, or at trial. Respondent's discovery delays do not provide good cause for delaying the schedule in this case or for the consequences that such a delay would have, including (as discussed below) potentially preventing the Administrator from presenting live testimony at trial.

Respondent's extension request would result in the oppositions to summary decision motions being due on June 23, 2017, just 25 calendar days before trial is scheduled to commence on July 18, 2017. See May 22, 2017 Order; 29 C.F.R. § 18.33(d). This two-week delay might (1) prevent the Court from ruling on the summary decision motions before trial, forcing the

[4] Counsel for the Administrator has never asserted that "relatively little would be produced." Indeed, counsel for the Administrator made no representation regarding the number of pages in the Administrator's then-forthcoming document production.

[5] The Administrator served her privilege log shortly before filing this Opposition. Respondent has not yet served any privilege log or identified any withheld documents, even though such log was due months ago.

parties to prepare and present evidence on issues that have been fully briefed and about which there are no material disputes of fact, or (2) cause postponement of the trial. In accordance with your Honor's schedule, the Administrator has planned for witnesses to be available to travel to Cherry Hill, New Jersey for the hearing as currently scheduled and these witnesses may not be available at a later date, particularly if trial is postponed until the fall (given the number of schedules to coordinate). For example, a number of Sun Valley's former H-2A employees are currently in the United States on seasonal work visas, and therefore they could travel to Cherry Hill to testify on July 18-21, 2017 relatively easily. However, their visas will expire in the fall, and they could resign or be let go and have to return home before their visas are set to expire. The more the trial dates are pushed back, the more likely it will be that none of Sun Valley's former H-2A workers will be able to testify in person.

For the foregoing reasons, the Court should reject Respondent's delay tactic and deny Respondent's motion.

DATED: May 24, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JASON E. GLICK
Trial Attorney

/s/ Jacob Heyman-Kantor
JACOB HEYMAN-KANTOR
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3672
Fax: 646.264.3660
Heymankantor.jacob@dol.gov

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

CERTIFICATE OF SERVICE

I, Jacob Heyman-Kantor, hereby certify that the foregoing Administrator's Opposition To Respondent's Motion For a Third Extension to the Summary Decision Deadline was served this 24th day of May 2017 upon the person named below at the e-mail address listed below:

Christopher J. Schulte
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street, NW
Suite 800
Washington, DC 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

/s/ Jacob Heyman-Kantor
Jacob Heyman-Kantor
Attorney

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Hon. Theresa C. Timlin, ALJ c/o Ms. Jacqueline Kaczak	Christopher J. Schulte – Respondent's Counsel
COMPANY:	DATE:
Office of Administrative Law Judges, U.S. Department of Labor	May 24, 2017
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
856-486-3806	5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
856-486-3800 x122	2017-TAE-0003
RE:	YOUR REFERENCE NUMBER:
Adm'r v. Sun Valley Orchards	

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Original document to follow via U.S. Mail and email to Ms. Kaczak and Counsel for the Administrator.

THIS FACSIMILE CONTAINS PRIVILEGED INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS FACSIMILE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	Case No: 2017-TAE-00003
v.	
SUN VALLEY ORCHARDS, LLC Respondent	

RESPONDENT'S REPLY IN FURTHER SUPPORT OF EMERGENCY MOTION FOR REVISED SCHEDULE

Respondent, Sun Valley Orchards, LLC, submits this Reply to address a number of inaccuracies in the Administrator's Opposition and to respectfully request that the Court grant a short extension of time in which the parties can file their motions for summary decision. Respondent has demonstrated good cause in support of this reasonable request, under 29 C.F.R. § 18.32(b) – if the Administrator's arguments are so tenuous that they continue to rely on trial-by-ambush tactics, then perhaps the claims against Respondent should be withdrawn.

First, the timing of the Administrator's discovery responses is shared by both parties. If the requests had been served earlier, the responses would have been due earlier. That is obviously true. But if Administrator's Counsel's claim that "Respondent does not have so many documents to review" and that the documents produced have been available all along, then why did Counsel request additional time in which to produce these documents? Respondent's Counsel immediately acceded to this request, not

realizing that the Administrator would exploit this professional consideration for litigation advantage. Serving 3,700+ pages of responses after hours, less than 72 hours before a brief needs to be overnighted to the Court does not allow for meaningful review, much less briefing.[1] As for Counsel's references to prior investigations and the exploitation of workers, such petty tactics are beneath even their dignity – the facts of the case will establish that Wage & Hour has attempted to rush through these claims and that Sun Valley has been in full compliance with the H-2A regulations.

As far as the Administrator's claims of prejudice from the proposed revised schedule, this argument lacks any merit. If the Court believes that consideration of the motions for summary decision might avoid the need for hearing on some or all of the issues raised in the Order of Reference, then that supports allowing the parties to brief these issues fully and eliminate some of the expense of trial. The claim that some of Sun Valley's former H-2A employees might not be available is particularly odd, given the Administrator's push to conduct the *de bene esse* depositions with which the Court is now quite familiar. Although Counsel for the Administrator represented to the Court that conducting these remote depositions was essential to preserve testimony and could not be rescheduled because the deponents had imminent plans to travel to the United States on H-2A visas for the 2017 growing season, **not one** of the deponents testified that he had any such plans. The Administrator has testimony from 6 of these workers that it could use at trial, making the stubborn insistence on the July trial date even less compelling an

[1] The Administrator's Privilege Log arrived only minutes before the Administrator's Opposition – dozens of claims of privilege over 13 single-spaced pages – far too late to permit review, much less challenge. Counsel claims that Respondent's privilege log "was due months ago" but strangely fails to advise the Court that Respondent's responses did not include any redactions or assertions of privilege that would have required a privilege log. The documents is not "overdue," it does not exist.

argument. There is no proof, much less reason to accept Counsel's unsupported representation that "a number" of trial witnesses would (1) be available to travel to Cherry Hill to testify the week of July 17th and/or (2) not be available at any subsequent date, assuming that an adjournment of that date is even necessary.

The Administrator began the investigation giving rise to this action in the early Summer of 2015. Interviews were conducted, records were reviewed, and on-site inspections took place. The Notice of Determination was not issued until June 22, 2016, and while Respondent's Request for Hearing was received on July 20, 2016, the Order of Reference was not filed by the Administrator for another 5 months. Having waited for months and years to bring this action before this Court, the Administrator now has the temerity to claim that a two-week extension is a "delay tactic" that prejudices the ability of the Solicitor's Office to pursue this case.

Respondent respectfully submits that this is absolutely not a delay tactic but, rather, a question of fundamental fairness. Respondent's request is not extreme, but simply an effort to meaningfully brief these important issues. Even a one-week extension, while far from enough to address all of the material provided by the Administrator, would at least better serve the interests of fairness and make proper briefing possible. Adhering to the current schedule would not.

Dated: May 24, 2017

Respectfully submitted,

/s/ Christoher J. Schulte

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

CERTIFICATE OF SERVICE

I hereby certify that on May 24, 2017 a copy of the foregoing motion was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 25 May 2017

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

ORDER GRANTING RESPONDENT'S EMERGENCY MOTION FOR REVISED SCHEDULE

This matter arises under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501.

On January 18, 2017, the undersigned issued an Initial Notice of Hearing and Pre-Hearing Order scheduling the matter for Thursday, February 16, 2017 at 10:00 a.m. in Cherry Hill, New Jersey. This Notice also advised the parties that a telephonic pre-hearing conference would be held on Thursday, February 2, 2017 at 3:00 p.m. (EST). By facsimile dated January 27, 2017, the parties filed a Joint Motion for Revised Schedule in the above-captioned matter.

A telephonic pre-hearing conference, as scheduled, was held by the undersigned with the parties on February 2, 2017. The parties discussed their pending joint motion and the rescheduling of the hearing. A hearing date of July 18 through 21, 2017 in Cherry Hill, New Jersey was agreed upon with the parties. An Order Granting the Parties Joint Motion for Revised Schedule was issued on February 7, 2017.[1]

By facsimile dated May 17, 2017, the parties filed a second Joint Motion for Revised Schedule citing depositions being moved back, and mutual agreements between the parties to extend deadlines to respond to written requests. An Order Granting Joint Motion for Revised Schedule was issued by the undersigned on May 22, 2017. This Order directed the parties to file their motions for summary disposition by May 26, 2017, with pre-hearing disclosures and exchanges to be completed by June 12, 2017.

---

[1] This matter was consolidated for hearing with Case No.: 2017-MSP-00002. On May 15, 2017 an Order Approving Stipulation of Dismissal on this matter was issued by the undersigned.

On May 23, 2017, by facsimile, Respondent's counsel filed an Emergency Motion for Revised Schedule proposing to move the filing of motions for summary decision deadline to Friday, June 9, 2017. In addition, in the event this motion is granted, Respondent writes the dates set for pre-hearing statements, pre-hearing disclosures and exchanges, and possibly the hearing may also need to be revised.

By facsimile dated May 24, 2017, the Administrator filed its Opposition to Respondent's Motion for a Third Extension to the Summary Decision Deadline. Respondent submitted, by facsimile on May 24, 2017, Respondent's Reply in Further Support of Emergency Motion for Revised Schedule.

Accordingly, I hereby GRANT Respondent's Emergency Motion for Revised Schedule. However, the parties will be allowed **only** a **one-week extension** (**June 2, 2017**) to file motions for summary decision.

The parties are advised that no other deadlines will change and the **hearing remains scheduled for July 18, 2017 in Cherry Hill, New Jersey**.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Number: **2017TAE00003**

Document Title: **ORDER GRANTING RESPONDENT'S EMERGENCY MOTION FOR REVISED SCHEDULE**

I hereby certify that a copy of the above-referenced document was sent to the following this 25th day of May, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail/Email}

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3687
Fax: (646) 264-3660
Email: glick.jason.e@dol.gov

Reply to the Attention of: Jason E. Glick, Esq.

June 1, 2017

Via UPS Next Day Air
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *In re Sun Valley Orchards*, LLC 2017-TAE-00003

Dear Judge Timlin:

Counsel for the Administrator of the Wage and Hour Division submits for filing the Administrator's Motion for Partial Summary Decision, along with a memorandum of law and declarations and exhibits thereto.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: _____
Jason E. Glick
Attorney

cc: Christopher J. Schulte, Esq.

RECEIVED
JUN - 2 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:	
Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff	Case No. 2017-TAE-00003
v.	
Sun Valley Orchards, LLC,	
Respondent.	

ADMINISTRATOR'S MOTION FOR PARTIAL SUMMARY DECISION

Patricia J. Davidson, Deputy Administrator for Program Operations, Wage and Hour Division of the United States Department of Labor ("Administrator"), by her attorneys, moves for Partial Summary Decision and Order against Respondent Sun Valley Orchards, LLC ("Sun Valley"), a large New Jersey farm. In 2015, Sun Valley hired H-2A and domestic farm workers to work in its fields, promising to provide habitable housing facilities, secure transport, and free kitchen access, among other things. Instead, nearly 150 domestic and H-2A workers arrived to find deplorable housing conditions, unsafe transportation, and unlawful meal deductions, in violation of H-2A program requirements. Because there is no genuine dispute of material fact as to these violations, and for the reasons discussed in the accompanying memorandum of law, the Court should grant the Administrator's Motion for Partial Summary Decision, award

$128,130.00 in back wages, and uphold the Administrator's assessment of $198,300 in civil money penalties.

DATED: June 1, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	Case No. 2017-TAE-00003

MEMORANDUM OF LAW IN SUPPORT OF THE ADMINISTRATOR'S MOTION FOR PARTIAL SUMMARY DECISION

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Attorneys for the Administrator,
Wage and Hour Division,
United States Department of Labor

TABLE OF CONTENTS

LIST OF DECLARATIONS AND EXHIBITS iv

TABLE OF AUTHORITIES vi

STATEMENT OF THE CASE 1

PROCEDURAL HISTORY 2

STATEMENT OF FACTS 4

I. The Marino Family 4

II. Agustin Hernandez 5

III. Sun Valley's Agricultural Fields and Facilities 6

IV. Sun Valley's Undisclosed, $75-$80 Per Week Meal Fee 9

V. Sun Valley's Transportation of Workers in Substandard Buses Using Unlicensed Drivers 10

ARGUMENT 13

I. Summary Decision Standard 13

II. Sun Valley's Undisclosed Meal Plan Violated 20 C.F.R. 655.122(g), (p), and (q). 14

A. Sun Valley Violated § 655.122(g) by Neither Providing Adequate Cooking Facilities Nor Properly Disclosing the Meal Plan 17

1. Sun Valley Did Not Provide Its Workers with Free and Convenient Kitchen and Cooking Facilities. 17

2. Sun Valley Did Not Properly Disclose the Weekly Meal Charges. 20

B. Sun Valley Violated §§ 655.122(p)(1) and (q) by Charging Workers For Meals Without Disclosure in the Job Offer. 21

C. Hernandez Administered the Meal Plan and Charged Workers for Meals on Sun Valley's Behalf. 22

III. Sun Valley's Unsafe Transportation and Substandard Housing Violated 20 C.F.R. § 655.122(d)(1)(i) and (h)(4). 28

IV. The Undisputed Facts Demonstrate that Sun Valley Owes $128,130.00 in Back Wages to Its H-2A and Domestic Workers For Improperly Deducting $75-80 Per Week For Meals From Workers. 30

V. The Administrator's Assessment of $198,300 in Civil Money Penalties (CMPs) Should Be Upheld. 35

A. The Administrator's Assessment of $187,650 in CMPs for the Meals Violations Should Be Upheld. 36

B. A Significant Fine Is Needed for Sun Valley's Transportation Violations, Including Sun Valley's Longstanding and Ongoing Practice of Using Unlicensed Drivers to Transport Workers. 39

C. The Court Should Uphold the Administrator's Assessment of $3,150 in CMPs for Sun Valley's Housing Violations. 42

CONCLUSION 43

LIST OF DECLARATIONS AND EXHIBITS

Declaration of Wage Hour District Director Charlene L. Rachor

Declaration of Wage Hour Investigator Jose Perez

Sun Valley Temporary Employment Certification ETA-Form 9142 ("TEC")

Exhibit A – Certified TEC for April 13 to October 10, 2015
Exhibit B – Certified TEC for June 1 to October 10, 2015

Sun Valley Agricultural and Food Processing Clearance Order (ETA Form 790) ("Job Orders")

Exhibit C – Job Order for April 13 to October 10, 2015
Exhibit D – Job Order for June 1 to October 10, 2015

Pay Records and Meals Charges

Exhibit E – Payroll Records
Exhibit F – Receipts for Meals

Photographs of Sun Valley Facilities

Exhibit G-I – Photos of lidless garbage cans
Exhibit J-K – Photos of screenless bathroom window
Exhibit L-P – Photos of screenless door
Exhibit Q – Photo of mattress on floor
Exhibit R-T – Photos of worn-out tire
Exhibit U – Photo of school bus with broken rear-directional light

Additional Exhibits

Exhibit V – Photo of Mexican driver's licenses
Exhibit W – Statement of Manager Agustin Hernandez
Exhibit X – Back Wage Computations for Improper Meal Charges

Declaration of Trial Attorney Jacob Heyman-Kantor

Sun Valley Temporary Employment Certification ETA-Form 9142 ("TEC")

Exhibit 1 – Signed TEC for April 13 to October 10, 2015
Exhibit 2 – Signed TEC for June 1 to October 10, 2015

Sun Valley's Discovery Responses

Exhibit 3 – Sun Valley's Apr. 7, 2017 Responses to Administrator's First Set of Requests for Admissions

Excerpts from Transcripts of Depositions of Sun Valley Owners and Managers

Exhibit 4 – Owner Russell Marino, Jr.
Exhibit 5 – Manager Agustin Hernandez
Exhibit 6 – Owner Joseph Marino

Excerpts from Transcripts of Depositions of Sun Valley H-2A Employees

Exhibit 7 – Carlos Cervantes Ramirez
Exhibit 8 – Miguel Angel Elizondo Soto
Exhibit 9 – Jose Luis Silva Lopez
Exhibit 10 – Hugo Leonel Cinta Tegoma
Exhibit 11 – Hector Mishel Garcia Dominguez
Exhibit 12 – Dario Morales Acosta

TABLE OF AUTHORITIES

Cases

Access 4 All, Inc. v. Boardwalk Regency Corp.
No. 08-3817, 2010 WL 4860565 (D.N.J. Nov. 23, 2010) 8

Anderson v. Liberty Lobby, Inc.,
477 U.S. 242 (1986) 13

Arriaga v. Fla. Pac. Farms, L..L.C.,
305 F.3d 1228 (11th Cir. 2002) 22, 23, 27

Burlington Indus. v. Ellerth,
524 U.S. 742 (1998) 23

Celotex Corp. v. Catrett,
477 U.S. 317 (1986) 13

Garcia-Celestino v. Ruiz Harvesting, Inc.,
843 F.3d 1276 (11th Cir. 2016) 15

In re Global Horizons, Inc. ("*Global Horizons I*")
No. 2010-TAE-00002 (Dec. 17, 2010), *aff'd*, ARB No. 11-058 (May 31, 2013) ..... *passim*

In re Global Horizons, Inc. ("*Global Horizons II*")
No. 2010-TAE-00002 (OALJ Dec. 13, 2011) 16, 31, 38

McLaughlin v. Richland Shoe Co.,
486 U.S. 128 (1988) 41

Menefee v. Tandem Transp. Co.,
ARB No. 09-046, 2010 WL 1776980 (Apr. 30, 2010) 13

Murphy v. Millennium Radio Grp.,
2015 WL 419884 (D.N.J. Jan. 30, 2015) 20

Nationwide Mut. Ins. Co. v. Darden,
503 U.S. 318 (1992) 24

In re Overdevest Nurseries, LP

2015-TAE-00008 (OALJ Feb. 18, 2016) 35, 36, 43

Ramos-Barrientos v. Bland,

661 F.3d 587 (11th Cir. 2011) 23, 26, 27

Reed v. Chase Home Fin., LLC,

893 F. Supp. 2d 1250 (S.D. Ala. 2012) 20

Rivero v. Montgomery Cnty.,

2017 WL 1684618 n.15 (D. Md. May 3, 2017) 15

Robertson v. Allied Signal, Inc.,

914 F.2d 360 (3d Cir. 1990) 13, 19

In re Seasonal Ag Servs, Inc.

No. 2014-TAE-00006 (Dec. 5, 2014) 32

Vallies v. Sky Bank,

591 F.3d 152 (3d Cir. 2009) 17

Statutes

26 U.S.C. §§ 3121(b)(1), 3306(c)(1)(B) 32

N.J. Stat. Ann. § 39:3-10.18a 28

N.J. Stat. Ann. § 39:3-10 28

N.J. Stat. Ann. § 39:3-61(a) 29

Rules

Federal Rule of Civil Procedure 56 13

Federal Rule of Evidence 1006 34

Regulations

20 C.F.R. § 654.401 30

20 C.F.R. § 654.414(a) 30
20 C.F.R. § 654.416(a) 30
20 C.F.R. § 655.102(b)(13) (2005) 31
20 C.F.R. § 655.103 ..... 3, 15, 32
20 C.F.R. § 655.121 2
20 C.F.R. § 655.122 ..... *passim*
20 C.F.R. § 655.122(d) 1, 28, 30
20 C.F.R. § 655.122(g) ..... *passim*
20 C.F.R. § 655.122(h) 1, 28, 29
20 C.F.R. § 655.122(i) 4
20 C.F.R. § 655.122(p) ..... *passim*
20 C.F.R. § 655.122(q) ..... *passim*
20 C.F.R. § 655.130(a) 2
20 C.F.R. § 655.173 21
20 C.F.R. §§ 654.400-654.417 30
29 C.F.R. § 18.33 1
29 C.F.R. § 18.72 ..... 1, 13
29 C.F.R. § 500.105 29
29 C.F.R. § 501.5 4
29 C.F.R. § 501.19 (2016) 35, 41
29 C.F.R. § 531.35(b) 22
N.J. Admin. Code § 13:21-13.2(a) 28

Other Authorities

43 Fed. Reg. 10,315 (Mar. 10, 1978) 16
52 Fed. Reg. 20,496 (June 1, 1987) 16
75 Fed. Reg. 6884 (Feb. 12, 2010) 15, 17

80 Fed. Reg. 9482 (Feb. 23, 2015) 21
81 Fed. Reg. 56,439 (Aug. 19, 2016) 30
Registration of Interstate Farm Labor Contractors, S. Rep. 88-202 16
Restatement (Third) of Agency § 2.01 ..... 23, 24, 26
Restatement (Third) of Agency § 2.02 26
Restatement (Third) of Agency § 2.03 ..... 23, 27
Restatement (Third) of Agency § 6.01 ..... 23, 27, 28
Wage and Hour Division Field Assistance Bulletin 2009-2 22
Wage and Hour Division Field Assistance Bulletin 2011-2 22
Wage and Hour Division Field Assistance Bulletin 2012-3 ..... 15, 22

In 2015, Sun Valley promised to provide its workers with a habitable dormitory, secure transport between the housing camp and the various fields, and free cooking and kitchen facilities. Instead, nearly 150 H-2A and domestic workers arrived to work at Sun Valley throughout the season to find deplorable housing conditions, unsafe transportation, no cooking or kitchen access, and unlawful charges for meals. Pursuant to 29 C.F.R. § 18.33 and § 18.72, the Administrator moves for partial summary decision and an order holding, as a matter of law, that Sun Valley improperly: (1) required workers to pay for meals in violation of 20 C.F.R. § 655.122(g), (p), and (q); (2) housed workers in substandard housing, in violation of § 655.122(d)(1); and (3) transported workers in unsafe vehicles using unlicensed drivers, in violation of § 655.122(h)(4).

STATEMENT OF THE CASE

Sun Valley, a large New Jersey farm, employs both foreign nationals working on H-2A visas ("H-2A workers") as well as non-H-2A employees ("domestic workers") as farmworkers, picking asparagus, peppers, and other ground crops. To obtain workers for the 2015 season, Sun Valley certified to the U.S. Department of Labor that it would not charge workers for meals during the 2015 growing season; that it would provide workers with free and open access to a kitchen to prepare their own meals; and that it would comply with all safety and health regulations governing employer-provided transportation and housing. Sun Valley's assurances formed part of the farm's contract with its H-2A workers, and regulations required Sun Valley to follow the same promises with respect to domestic workers.

In violation of its contractual obligations and certifications made to the Department, Sun Valley charged its workers at least $75 per week for meals and barred workers from Sun Valley's kitchen. By failing to disclose the weekly meals fee to workers before they traveled to

New Jersey, Sun Valley deprived them of the opportunity to make an informed choice about whether to accept the job offer. Sun Valley also profited by not undertaking kitchen upgrades that would have been necessary to provide all workers with the promised kitchen access. Moreover, Sun Valley thwarted the Department's ability to review whether Sun Valley's proposed wage (taking into account the meal charges) would adversely affect U.S. workers. Sun Valley also committed numerous housing and transportation violations, including transporting its workers between the dormitory and the fields each day in unsafe vehicles on public highways using unlicensed drivers. Sun Valley's practices not only undercut workers' wages and exposed them to physical danger, but also threatened the integrity of the H-2A program as a whole.

The material facts regarding these issues — the terms of Sun Valley's job orders, Sun Valley's failure to make required disclosures, the deductions for meals that Sun Valley demanded from its H-2A and domestic workers, and the egregious conditions of worker housing and transportation — are not in dispute. Accordingly, the Administrator's motion for partial summary decision should be granted, and the Court should order Sun Valley to pay $128,130.00 in back wages to 94 H-2A workers and 45 domestic workers, and pay $198,300 in civil money penalties.

PROCEDURAL HISTORY

To participate in the H-2A program, Sun Valley was required to file two kinds of applications with the Department of Labor: an Application for Temporary Employment Certification (ETA Form 9142) ("TEC") and an Agricultural and Food Processing Clearance Order (ETA Form 790) ("job order"). 20 C.F.R. § 655.130(a); *see id.* § 655.121(a). This latter document is known as a "job order" because it is used to recruit both H-2A and domestic workers and describes all "material terms and conditions of employment, including those related

to wages, working conditions, and other benefits." *Id.* § 655.103(b).

Sun Valley filed two sets of applications to hire 100 H-2A workers in 2015, covering overlapping time periods: April 13, 2015 to October 10, 2015, and June 1, 2015 to October 10, 2015. Declaration of Jose Perez, May 31, 2017 ("Perez Decl.") ¶ 6. Each of the job orders represented that Sun Valley would "furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer['s] housing so that workers may prepare their own meals." *Id.*, Ex. C (DOL00272, 279 ¶ 14), Ex. D (DOL00290, 297 ¶ 14). In a separate section of each job order, Sun Valley checked a series of boxes identifying whether certain deductions would be made from workers' paychecks. For the box corresponding to "Meals," Sun Valley checked "**No**," to indicate that it would not charge for meals. *Id.* Ex. C (DOL00274), Ex. D (DOL00292) (emphasis added).

Sun Valley owner Russell Marino, Jr., signed both job orders, certifying that the documents "describe[] the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job." Perez Decl. ¶ 6, Ex. C (DOL00276), Ex. D (DOL00294). In the TECs, Sun Valley certified that it would comply with all of the requirements of the H-2A program, including providing housing and transportation compliant with federal, state, and local requirements. *Id.*, Ex. A (DOL01459 ¶ 8), Ex. B (DOL01444 ¶ 8); *see* Declaration of Jacob Heyman-Kantor dated June 1, 2017 ("Heyman-Kantor Decl.") ¶ 3 and Exs. 1-2 (signed TECs). Both sets of job orders and TECs were approved, and the job orders became the "job offers" pursuant to which Sun Valley hired approximately 147 workers (96 H-2A and 51 domestic workers) during the 2015 growing season. 20 C.F.R. § 655.103(b) (defining "job offer"). Sun Valley did not enter into separate written contracts with its workers. Heyman-Kantor Decl. ¶ 4 & Ex. 3 (Resp'ts' Joint Resp. to First Set of Reqs. for

Admis.) ("Sun Valley Admission") No. 3.

On June 22, 2016, the Administrator issued a Determination Letter finding that Sun Valley violated several H-2A regulations during the 2015 growing season, including the meals disclosure, housing, and transportation standards that are the subject of this motion, as well as several violations that will be proven at trial.[1] Respondent timely requested a hearing, and the Administrator referred this case to the Office of Administrative Law Judges on December 23, 2016.

STATEMENT OF FACTS

Sun Valley is one of New Jersey's largest produce growers, with about a dozen fields totaling at least 2,500 acres throughout Salem and Gloucester counties.[2] Heyman-Kantor Decl., ¶ 5 & Ex. 4, Deposition of Russell Marino, Jr., Apr. 19, 2017 ("R. Marino Dep."), at 19:23–25, 20:4–6. Sun Valley is owned and operated by four members of the Marino family: Russell Jr., Joe, Harry Jr., and Russell Sr. Sun Valley's management also includes Agustin Hernandez, the farmworker labor supervisor, and a few others who have no contact with farmworkers and run separate parts of the operation, such as the packing house, and shipping and receiving. *Id.* at 17:5–16, 63:21–65:2.

I. The Marino Family

Of the four Marinos, Russell Jr. and Harry are the only two whose responsibilities touch directly on the farmworkers. Russell Jr. is responsible for irrigation and site planning, and

[1] The issues for trial include Sun Valley's violation of the three-fourths guarantee, 20 C.F.R. § 655.122(i), Sun Valley's related interference with workers' rights, 29 C.F.R. § 501.5, and Sun Valley's violations of 20 C.F.R. § 655.122(g), (p), and (q) for having sold workers beverages, beer, cigarettes, and other items at a profit and/or in violation of state law.

[2] Reorganized as an LLC in 2012, the farm used to operate as "Marino Brothers, Inc." The farm has grown steadily in recent years, but there has been "virtually no difference" in the farm's management structure for some time. R. Marino Dep. 15:13–20.

supervises a handful of farmworkers to the extent they assist with irrigation. R. Marino Dep. 21:25–22:3, 24:9–16. Russell Jr. "drive[s] through the fields" on a daily basis. *Id.* at 26:1–2. In 2015, Russell Jr. was also in charge of the job orders: he "spell[ed] out" their contents, reviewed them for accuracy, and signed them. *Id.* at 153:11–19, 154:8–156:11.

Harry Marino determines the farm's planting and seeding schedules. R. Marino Dep. 21:22–24, 23:5–13. Harry is also primarily responsible for identifying to which of Sun Valley's dozen fields to dispatch workers on a daily basis. *Id.* at 60:21–62:8; Heyman-Kantor Decl. ¶ 6 & Ex. 5, Deposition of Agustin Hernandez, Apr. 18, 2017 ("Hernandez Dep."), at 135:21–136:12. Together, Russell Jr. and Harry determine the number of workers to hire each year. Hernandez Dep. 41:5–9.

Joe Marino oversees Sun Valley's sales operations, integrated pest management program, tractor work, and various administrative operations. R. Marino Dep. 21:20–22; Heyman-Kantor Decl. ¶ 7 & Ex. 6, Deposition of Joseph Marino, Apr. 20, 2017 ("J. Marino Dep."), at 17:5–12. Russell Sr., in turn, oversees general operations and the farm's greenhouses. R. Marino Dep. 21:24–25, 22:16–25. Neither Joe nor Russell Sr. directly oversees farmworkers. *Id.* at 22:11–13, 22:16–23:4.

II. Agustin Hernandez

For more than 25 years, Hernandez has supervised Sun Valley's farmworkers. Hernandez's H-2A and domestic management responsibilities extend across all of Sun Valley's operations where farmworkers have any role. Whereas few of the Marinos make any regular appearance in the fields, Hernandez "supervise[s] everybody in the field." Hernandez Dep. 23:2–3. In Joe Marino's words, Hernandez "is the manager of the help." J. Marino Dep. 49:7–8.

Each day, after Harry Marino determines which fields need attention, Hernandez follows

Harry's instructions and selects the particular workers to dispatch to each field. R. Marino Dep. 60:21–62:8, 23:5–13. Hernandez usually decides when work is finished in the fields each day. Hernandez Dep. 259:8–12. Hernandez also trains and disciplines workers. R. Marino Dep. 28:23–29:6.

Hernandez is the person "most[]" "involved in hiring workers" and is the intermediary between the workers and the rest of Sun Valley's management. *Id.* at 29:20–22, 36:24–37:16. Practically the only way a worker can ask a question of Sun Valley's management is to ask Hernandez directly. Hernandez Dep. 168:8–13, 170:5–13; R. Marino Dep. 29:23–25. In fact, there would "[n]ever be an occasion for a worker to talk to someone other than Agustin [Hernandez] about a question or a complaint." R. Marino Dep. 30:6–9. Since the farmworkers "don't even know" the Marinos, Hernandez is their point of contact. Hernandez Dep. 168:20–21. Part of Hernandez's job, in turn, is "to inform everything that happens to the farmer, to the owner," i.e. Russell Marino, Jr. and Harry Marino. *Id.* at 194:1–3.

Hernandez is also "in charge of" Sun Valley's worker housing camp. *Id.* at 170:11–12, 13:21–25; R. Marino Dep. 27:15–21, 43:5–19. Relatedly, Hernandez is "in charge" of the three daily meals sold to Sun Valley's workers at Sun Valley's kitchen adjacent to the housing camp. Hernandez Dep. 14:1, 50:23–52:21. Similarly, Hernandez oversees the transportation of workers between Sun Valley's housing and the fields, including selecting the workers that drive those vehicles, and cleaning the vehicles. R. Marino Dep. 43:16–18, 45:5–17.

III. Sun Valley's Agricultural Fields and Facilities

In 2015, virtually all of Sun Valley's workers either traveled to the United States on H-2A visas, or from elsewhere in the United States as seasonal workers, and nearly all of them live at Sun Valley during the growing season. These farmworkers primarily spend their time at three

locations: (1) the agricultural fields; (2) the farmworker housing facility and adjacent bathrooms; and (3) the separate, nearby kitchen and adjacent dining facility.

Sun Valley's Fields— Sun Valley's dozen fields are located throughout Salem and Gloucester Counties. Perez Decl. ¶ 6 & Ex. C (DOL00288). One of the fields surrounds the worker dormitory. R. Marino Dep. 20:21–24. In that field, workers harvest asparagus, a task that requires workers to "crouch" "all the time" throughout the day. Heyman-Kantor Decl. ¶ 8 & Ex. 7, Deposition of Carlos Cervantes Ramirez, May 10, 2017 ("Cervantes Ramirez Dep."), at 9:14–10:1.

The other fields are various distances from the dormitory, with some fields five to six miles apart from each other. R. Marino Dep. 66:7–10. A number of these fields are at least a ten- to fifteen-minute drive from the worker housing. Most of them require travel on a state highway and other public roads, and Sun Valley's workers were driven on these roads at very high speeds. *See* Perez Decl. ¶ 18. Workers often spend more than thirty minutes in the buses per day because of travel between fields and back to the dormitory for lunch. *See* Heyman-Kantor Decl. ¶ 9 & Ex. 8, Deposition of Miguel Angel Elizondo Soto, May 3, 2017 ("Elizondo Soto Dep."), at 31:1–19 (thirty minutes to an hour in travel time per day); Heyman-Kantor Decl. ¶ 10 & Ex. 9, Deposition of Jose Luis Silva Lopez, May 4, 2017 ("Silva Lopez Dep."), at 30:3-31:19 (workers would travel to up to three fields in a single day, and would travel back to the kitchen in the middle of the day for lunch); Hernandez Dep. 137:7–138:6 (it would take "a couple of hours" to walk from the worker dormitory to Sun Valley's furthest field); R. Marino Dep. 21:4–7.[3]

[3] The workers' housing facilities are located at 1321 NJ-45, Swedesboro, NJ 08085, so to drive anywhere workers would have had to drive on Route 45, a New Jersey state highway, among other public roads. *See* Perez Decl. ¶¶ 10, 18. Sun Valley's furthest field is a fifteen-minute drive from the housing facility, located at the intersection of Burlington Road and Garrison Road in Elmer, New Jersey. Perez Decl. ¶ 6 & Ex. C (DOL00288) (job order listing the locations of Sun

In 2015 through at least early May, there were no bathrooms or porta-potties in the fields available to workers. During their seven-day-per-week, twelve-hour workdays, those workers had to "hold it or run towards the trees" to urinate or defecate in or near the fields, "a complete odyssey." Heyman-Kantor Decl. ¶ 11 & Ex. 10, Deposition of Hugo Leonel Cinta Tegoma, May 11, 2017 ("Cinta Tegoma Dep."), at 9:3–9, 13:5–10; *id.* ¶ 12 & Ex. 11, Deposition of Hector Mishel Garcia Dominguez, May 10, 2017 ("Garcia Dominguez Dep."), at 10:19–24. According to some workers, there were also times no drinking water was available. Elizondo Soto Dep. 19:8–17; Cinta Tegoma Dep. 13:11–12; Cervantes Ramirez Dep. 12:5–13. Throughout the season, Hernandez also sold beverages, snacks, and other items to Sun Valley's workers at least twice per day, from the back of his truck. Hernandez Dep. 59:15–62:17.

Sun Valley's Substandard Housing Facility—In 2015, Sun Valley's farmworkers lived in a single, sparse housing facility with six bedrooms. Each room had bunkbeds for about twenty to thirty workers. Hernandez Dep. 119:11–18. Sun Valley provided some basic bedding but no pillows. *Id.* at 112:23–24, 113:6–10. Many flies were present in the dorm facilities throughout the summer. "[T]here were garbage cans very close to the dorm and they would get full of flies and then these flies would end up in our dorms." Elizondo Soto Dep. 30:7–10. Indeed, when Wage Hour Investigators Crudup and Perez entered Sun Valley's housing facilities, they immediately saw flies everywhere, and mosquitos as well. Perez Decl. ¶ 11. As the investigators walked around the facilities they had to constantly swat flies away from their faces. *Id.*.

Adjacent to the dormitory building, Sun Valley provided a bathroom compound for its

---

Valley's fields); maps.google.com, https://goo.gl/maps/edABdq96H562 (last visited May 31, 2017) (map showing the approximately fifteen-minute trip on public roads from Sun Valley's dormitory to its field in Elmer, NJ); *Access 4 All, Inc. v. Boardwalk Regency Corp.*, No. 08-3817, 2010 WL 4860565, at *6 n.13 (D.N.J. Nov. 23, 2010) (taking judicial notice of distances, as indicated by Google Maps, on summary judgment motion).

farmworkers. There was no privacy; the shower area had no curtains, and there were no doors on the toilet stalls. Cervantes Dep. 29:5–23. The bathrooms at the dormitory smelled "horrible:"

> There was shit on the walls and on the toilets like rubbed on the walls – on the toilets. There was toilet paper everywhere, dirty toilet paper everywhere. Some would piss outside of the toilets. In the showers there was even dirt, mud, hair, human hair everywhere. Where you would wash your hands, the sinks were all tarnished. There was also like water everywhere. Water and hair everywhere.

Elizondo Soto Dep. 27:21–28:5.

There was limited hot water in the bathroom; it often ran out given the large number of workers and their shared work schedule, a problem Sun Valley was long aware of but did not "do anything to fix." Hernandez Dep. 115:3–116:13; *see* Silva Lopez Dep. 29:2–6; Garcia Dominguez Dep. 24:2–6.

Sun Valley's Kitchen— Sun Valley's sole kitchen is a few paces from the dormitory, and there is an adjacent eating area for the workers "in between the kitchen and the bathrooms." Hernandez Dep. 29:7–11, 50:25–51:1, 162:1–9. Sun Valley's workers ate three meals a day in Sun Valley's eating area — for $75 to $80 week — an arrangement that Sun Valley never disclosed to its workers before their arrival. Workers pick up their meals at Sun Valley's kitchen and can also purchase food and beverages there. *Id.* at 53:7–17. When the kitchen's staff are not cooking worker meals, Agustin Hernandez locks the kitchen, preventing workers from cooking their own food. Heyman-Kantor Decl. ¶ 13 & Ex. 12, Deposition of Dario Morales Acosta, May 3, 2017 ("Morales Acosta Dep."), at 12:5–13:4.

IV. Sun Valley's Undisclosed, $75-$80 Per Week Meal Fee

There is no dispute that Sun Valley did not disclose the meal plan in writing to workers before they arrived at Sun Valley in the job offers as required by the regulations. Perez Decl., Exs. C, D (job orders) (DOL00272, 274, 279, 290, 292, 297); Sun Valley Admission Nos. 1–2 (admitting authenticity of the job orders)). And notwithstanding Sun Valley's assurances in the

job orders that the company would provide free cooking facilities to its workers, Sun Valley did not do so either. Hernandez Dep. 96:23–25. Instead, Hernandez barred access to the kitchen and charged nearly all of workers a weekly $75-80 fee for the meals.

Sun Valley held orientations for groups of arriving H-2A workers, at which Hernandez explained, all at once, the availability of worker housing, "rules for the camp," workers' responsibilities in the fields, and the kitchen and the meals. Hernandez Dep. 48:16–49:14, 50:25–51:15; R. Marino Dep. 39:3–42:17, 43:1–4. Hernandez told workers that they were prohibited from cooking in the housing facility, which in any event had no kitchen, and limited electrical supply. Hernandez Dep. 27:9–19, 102:2–5, 122:5–24. As for the meals, in 2015 Russell Marino, Jr. or Hernandez would "explain to the[workers] that [they] get three squares a day." R. Marino Dep. 42:8–14, 43:1–4. As one worker has testified, "[f]rom the moment in which we arrived, [Hernandez] told us we needed to pay 80 U.S. for the meals." Elizondo Soto Dep. 11:2–8.

Sun Valley's workers paid for the meals in cash, the same afternoon that Sun Valley cashed the workers' paychecks, under Harry Marino's supervision. Hernandez Dep. 78:15–19, 79:12–20; R. Marino Dep. 30:21–31:2. When Hernandez kept track of the workers' weekly payments for meals — a recordkeeping practice that Sun Valley directed and monitored — Hernandez did so on payroll printouts provided by Sun Valley's payroll office. Hernandez Dep. 79:21–80:9, 80:19–25, 89:24–90:23, 220:12–221:19, 223:13–17 & Ex. 2. These printouts had the header "Sun Valley Orchards, LLC." *Id.*, Ex. 2 (DOL01368–69).

V. Sun Valley's Transportation of Workers in Substandard Buses Using Unlicensed Drivers

In 2015, Sun Valley transported its workers to the fields using drivers who either had only Mexican driver's licenses or who had no licenses at all. *See* Perez Decl. ¶¶ 19–20; Hernandez Dep. 123:21–127:22. When Wage Hour Investigators Jose Perez and John Crudup

visited Sun Valley on July 22, 2015, they stopped five of Sun Valley's buses before the buses were about to take workers to the fields. *See* Perez Decl. ¶¶ 18–19. When Investigator Perez asked the drivers and Hernandez for driver's licenses, three drivers presented only Mexican licenses, one of which was expired, and two drivers admitted that they did not have any driver's licenses at all. *See* Perez Decl. ¶ 19. Investigator Perez took photographs of the Mexican driver's licenses he was shown. *See id.* & Ex. V.

Hernandez, whom Sun Valley put in charge of determining who drove the buses, admitted that he knew these workers lacked proper driver's licenses. As Hernandez explained at his deposition, early in 2015 he went to ask the drivers if they had licenses, but "[o]nly two of them show[ed] me the license[s] and no, the rest of them, they didn't have anything." Hernandez Dep. 127:18–20; *see id.* at 127:13–14. Despite this knowledge, Hernandez let the drivers continue driving the buses. *Id.* at 127:21–22. Indeed, after Investigators Crudup and Perez notified Hernandez that the drivers did not have proper driver's licenses, Hernandez continued to allow these unlicensed drivers to drive the workers to the fields, Perez Decl. ¶ 20. This practice of allowing unlicensed drivers to transport workers is ongoing and longstanding, *see infra* Section V.B, and it is a problem that Sun Valley was cited for a decade ago. *See* Declaration of Charlene L. Rachor, June 1, 2017 ("Rachor Decl.") ¶¶ 34–35 (Wage and Hour cited Marino Brothers for the same problem in 2005 and 2006).

In addition to having unlicensed drivers transporting workers, Sun Valley's transportation suffered from at least two other safety defects. First, three of Sun Valley's buses had a tire worn out to the point of having practically no tread, undermining the vehicles' traction and leaving them vulnerable to going off the road or rolling over. *See* Perez Decl. ¶ 16. Wage Hour took photographs of these tires, documenting that their treads were inadequate. *See id.*, Exs. R–T.

And second, one of Sun Valley's buses had a non-functioning rear directional light. The photograph that Wage Hour took shows that this turn signal was broken. *See id.* ¶ 17 & Ex. U.

There were apparently other problems with Sun Valley's transportation, which Wage Hour did not observe because when it visited Sun Valley, the farm removed from use two buses that Sun Valley had until then been using "every day." Morales Acosta Dep. 22:18–24:7 (Hernandez "hid" the buses likely because he was concerned that "he was going to be reprimanded" by the investigators).[4] As H-2A employee Dario Morales Acosta explained that these buses were in "very, very bad condition"; and "not in appropriate conditions to transport people." Morales Acosta Dep. 22:20–22, 22:25–23:4. The same worker explained: "[t]he side windows were broken. The seats were torn. The floor was open in some areas and the tires were in bad condition." *Id.* at 23:9–11. In fact, because of holes in the floor of the bus the employees "could actually see the highway when we were on it." *Id* at 23:5–16; *cf.* Hernandez Dep. 267:9–13 (referring to how Russell Marino once told him that to take the workers to an off-site laundry facility, Hernandez should "pick out the best two buses, everything works on them, you know, the lights and brakes," apparently distinguishing theses buses from the unsafe buses that Sun Valley used).

Because Sun Valley's decision to "hid[e]" these buses only came to light during the deposition of Mr. Morales Acosta in early May 2017, Wage Hour did not issue any citations related to the conditions that they were in or the drivers who drove them.

[4] Wage Hour was unable to inspect at least three of Sun Valley's buses until the second day of their inspection. *See* Perez Decl. ¶ 15. After Wage Hour completed the first day of its inspection, Sun Valley certainly would have had time to hide additional buses from Wage Hour.

ARGUMENT

I. Summary Decision Standard

Summary decision "shall" be granted when there is "no genuine dispute as to any material fact and the movant is entitled to decision as a matter of law." 29 C.F.R. § 18.72(a). The standard for granting summary decision is "essentially the same standard governing summary judgment in the federal courts" pursuant to Rule of Civil Procedure 56. *Menefee v. Tandem Transp. Co.*, ARB No. 09-046, 2010 WL 1776980, at *3 (Apr. 30, 2010). All justifiable inferences are to be drawn in favor of the non-moving party. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322–23 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). At the same time, "an inference based upon a speculation or conjecture does not create a material factual dispute sufficient to defeat entry of summary judgment." *Robertson v. Allied Signal, Inc.*, 914 F.2d 360, 382 n.12 (3d Cir. 1990).

There is no genuine dispute over the material facts regarding Sun Valley's undisclosed meal plan, closed kitchen, and flagrant safety violations. Sun Valley's managers' own admissions establish that in clear contradiction of Sun Valley's representations in the job offers, Sun Valley, through Hernandez, charged its workers for meals, in violation of 20 C.F.R. § 655.122(g), (p), and (q). And undisputed evidence makes clear that Sun Valley subjected its workers to substandard housing and transportation conditions — a number of which created serious safety hazards. Given these facts and the Administrator's reasonable calculations of amounts owed, there can also be no genuine dispute regarding the Administrator's assessment of $198,300 in civil money penalties and $128,130.00 in back wages for Sun Valley's myriad violations of the H-2A program rules.

II. Sun Valley's Undisclosed Meal Plan Violated 20 C.F.R. 655.122(g), (p), and (q).

Sun Valley's undisclosed meal plan violated three separate subsections of the H-2A regulations: 20 C.F.R. § 655.122(g), (p), and (q).[5] These provisions, independently and taken together, require an employer to provide meaningful access for workers to prepare meals, or to provide meals and disclose any related fees to employees before they accept employment and travel to the agricultural employer. The meal disclosure requirement is so crucial to the integrity of the H-2A program that it appears repeatedly throughout the regulations:

(1) Subsection (g) provides that an H-2A "employer either must provide each worker with three meals a day or must furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals." 20 C.F.R. § 655.122(g). "Where the employer provides the meals, the job offer must state the charge, if any, to the worker for such meals." *Id.*

(2) Subsection (p) requires that the employer's "job offer must specify all deductions not required by law which the employer will make from the worker's paycheck." 20 C.F.R. § 655.122(p)(1). Employers are plainly not required by law to deduct meal charges from employees' wages, and, as discussed below, a charge to a worker that should have been borne by the employer, such as an undisclosed meal charge, is a deduction regardless of whether it is directly deducted from an employee's paycheck, or it is charged to a worker after the worker is paid.

---

[5] At trial, the Administrator will also prove that in addition to selling these undisclosed meals, Sun Valley also violated § 655.122(g), (p), and (q) by selling soft drinks, energy drinks, beer, cigarettes, snacks, and other items, all at a profit and/or in violation of state law, resulting in additional back wages. As discussed below in Section V.A, these additional violations provide additional bases for the Administrator's civil money penalty assessment.

(3) **Subsection (q)** reiterates the disclosure requirement: An H-2A employer must provide workers with a copy of the work contract (here, the job offer, since Sun Valley never entered into a separate written work contract with its workers, *see* 20 C.F.R. § 655.103), at a specified time. For H-2A workers, Sun Valley had to provide that contract "no later than the time at which the worker applies for the visa," and for domestic workers, this contract must be provided "no later than on the day work commences." *Id.* § 655.122(q). "At a minimum, the work contract must contain all of the provisions required by" § 655.122, including disclosure of any meals deductions.

These regulations, taken together, are crucial to safeguarding the integrity of the H-2A program, and protecting visa and domestic workers alike, all of whom "lead lives especially tethered to their employer" during the contract period. *See Rivero v. Montgomery Cnty.*, No. 16-1186, 2017 WL 1684618, at *14 n.15 (D. Md. May 3, 2017); *see also Garcia-Celestino v. Ruiz Harvesting, Inc.*, 843 F.3d 1276, 1285 (11th Cir. 2016) (noting that the H-2A regulations "ensure minimum working standards, including adequate wages, sufficient benefits, and sound working conditions").

First, the requirement that charges for meals be disclosed to prospective workers is "essential for providing the workers sufficient information to make informed employment decisions," at a meaningful time, *i.e.* before workers begin employment. Wage and Hour Division Field Assistance Bulletin 2012-3, at 2 (May 17, 2012) (citing 75 Fed. Reg. 6884, 6906 (Feb. 12, 2010)).[6] The requirement that an employer's meal charges also be disclosed in the job offer to "regulatory agencies . . . allows the government to protect the foreign workers against exploitation." *In re Global Horizons, Inc.*, No. 2010-TAE-00002, at 8 (Dec. 17, 2010) ("*Global*

[6] https://www.dol.gov/whd/FieldBulletins/fab2012_3.pdf.

Horizons I"), *aff'd*, ARB No. 11-058, at 11 (May 31, 2013).[7] Without information about meals deductions to which workers will be subjected, the Department of Labor and state workforce agencies are also left hamstrung in their duties to "assur[e] that Congress' prohibition of preferential treatment for [H-2A] workers is enforced."' *In re Global Horizons, Inc.*, No. 2010-TAE-00002, at 2 n.7 (OALJ Dec. 13, 2011) ("*Global Horizons II*").

The history of the H-2A program and predecessor agricultural guestworker programs provides additional context for the strict meal charge disclosure requirements. Prior to the Immigration Reform and Control Act of 1986 (IRCA), regulated employers had no choice between providing meals and kitchen access; they were required without exception to provide temporary foreign farmworkers with meals, and as now, were permitted to charge a reasonable amount — provided that the job offer disclosed the charge. *E.g.*, 43 Fed. Reg. 10,315 (Mar. 10, 1978) (updating the default amount of the permissible charge). Following Congress's enactment of IRCA, the Department amended the H-2A regulations to require an employer *either* to provide meaningful kitchen access or to provide meals at a reasonable and disclosed cost. 52 Fed. Reg. 20,496, 20,514 (June 1, 1987). Now that prospective H-2A and domestic workers may choose between employers, some of whom provide free kitchens and some of whom provide meals (whether or not at a charge), it is all the more important that H-2A employers give applicants a meaningful opportunity to evaluate such "material" differences in the "terms and conditions" of

[7] *See also* Registration of Interstate Farm Labor Contractors, S. Rep. 88-202, at 3 (1963) (citing U.S. Department of Labor survey finding widespread abuses directed toward migrant agricultural workers including "misrepresentation of . . . anticipated earnings; [and] overcharging for groceries or meals").

prospective employment. *See* 75 Fed. Reg. 6884, 6906 (Feb. 12, 2010) (emphasizing the "critical" importance of accurate disclosure in the job offer).[8]

A. Sun Valley Violated § 655.122(g) by Neither Providing Adequate Cooking Facilities Nor Properly Disclosing the Meal Plan.

1. Sun Valley Did Not Provide Its Workers with Free and Convenient Kitchen and Cooking Facilities.

There is no material dispute that in 2015, Sun Valley entirely failed to "furnish free and convenient cooking and kitchen facilities to the workers that [would] enable the workers to prepare their own meals." 20 C.F.R. § 655.122(g). Russell Marino, Jr. has even admitted that the job orders were "inaccurate" insofar as they claimed that workers would have such kitchen access. R. Marino Dep. 156:15–158:13.

Workers could not store groceries in Sun Valley's kitchen because the refrigerators were full of the supplies Hernandez used to prepare meals — "there[wa]s no extra room." Hernandez Dep. 96:18–22. Outside of mealtime, the kitchen was locked. Morales Acosta Dep. 12:5–13:4. The only exception was that workers could enter the kitchen in the evenings solely to purchase additional items from Hernandez or others working in Sun Valley's kitchen. Silva Lopez Dep. 20:3–17. Sun Valley's workers were prohibited from cooking in the worker housing camp, for safety reasons, Hernandez Dep. 101:4–7, 102:2–5, nor would the power supply support major

[8] Because disclosure is the rule, actual reliance on the job offer by an individual worker is not an element of the Administrator's claims. *See Global Horizons I*, at 8 (employer violated § 655.122(g) even when workers voluntarily signed written agreement authorizing meal charges, after their arrival at a farm); *cf. Vallies v. Sky Bank*, 591 F.3d 152, 158 (3d Cir. 2009) (absent any individual reliance, statutory damages still available for violation of federal statute requiring consumer disclosures). Thus it is irrelevant whether a particular H-2A worker actually read Sun Valley's entire job order, or whether returning domestic workers might have believed that Sun Valley was continuing its past practice of charging workers for meals. *Id.* The only relevant facts as to disclosure are what Sun Valley actually disclosed in its job orders in 2015, and whether that disclosure was accurate.

appliances, *id.* 122:5–123:14.[9] Nor was there any meaningful alternative to Sun Valley's meal plan. As Hernandez explained at the workers' orientation, the choice was between "paying the kitchen" the weekly fee, or to "get food from outside." *Id.* at 29:7–13; *see id.* 51:4–12 ("[E]very time I told them, anybody don't like, don't want or don't like [it], don't want to pay or don't like the food, they are free to eat outside or to order a delivery meal. It's up to them. They got that option."). Given Sun Valley's relative geographic isolation, and workers' lack of transportation,[10] eating out was also not a meaningful option. In the end, only four workers managed to prepare their own meals, beginning about a month before their departure from Sun Valley, in a dangerous arrangement inside the crowded worker dormitory.[11] Because these workers "were not allowed to go to the kitchen" to prepare food, they managed to purchase a hot plate, at their own expense, and they cooked canned food since they had no access to Sun Valley's refrigerators. Elizondo Soto Dep. 11:21–12:19, 14:18–15:4.

Because Hernandez denied workers access to Sun Valley's kitchen in 2015, workers could not "cook their own meals in the kitchen," and none did. Hernandez Dep. 96:23–25, 99:19–24. Although Russell Marino, Jr. testified that he occasionally saw "guys in there making grilled cheese or whatever" after all the other workers ate dinner (but not at any other times), R.

---

[9] Indeed, Hernandez warned workers not to plug too many devices into outlets, because the circuit would break. *Id.* at 122:5–123:14.

[10] The parties dispute whether Sun Valley provided any free transportation so that workers could leave the farm, but there is no dispute that the farm was geographically isolated. Sun Valley contends that it provided free transportation at most once per week in 2015, to a laundromat "15 miles away from the camp." *Compare* Hernandez Dep. 266:7–11 (laundromat was 15 miles away), *with id.* 266:1–6 (Hernandez could not remember whether Sun Valley provided that transportation in 2015), Cervantes Ramirez Dep. 26:10–18 ("Every time we went out, we had to pay."), *and* Cinta Tegoma Dep. 25:19–21 ("I had to pay so they would take me to the laundry.").

[11] As Hernandez explained, "there wasn't enough room for everybody to cook." Hernandez Dep. 51:1–2. "[I]t's a mess. It can't be." *Id.* at 27:21–22.

Marino Dep. 92:4–25, that is the only testimony of any workers supposedly ever using the kitchen to prepare food.[12] At the same time, the undisputed evidence is that these workers were actually prohibited from doing so: Hernandez testified that the workers could not cook in Sun Valley's kitchen, Hernandez Dep. 96:23–25, and Russell Marino could only "assume" that Hernandez "would accommodate" workers if they wanted to cook, R. Marino Dep. 91:15–21. Sun Valley did not actually require that Hernandez provide open kitchen access. R. Marino Dep. 93:12–94:3. Such speculation does not create a genuine factual dispute. *See Robertson*, 914 F.2d at 382 n.12.

Even if, as Russell Marino testified, he occasionally saw a worker make a grilled cheese sandwich after dinner — notwithstanding Hernandez's prohibition on such use of the kitchen, his monopolization of the kitchen to prepare three daily meals, and Hernandez's own testimony that workers could not use the kitchen — such occasional use does not create a material dispute regarding Sun Valley's failure to comply with 20 C.F.R. § 655.122(g).

First, there is no evidence that Sun Valley's workers used the kitchen to prepare any food other than these few sandwiches, or at any times other than 7:00pm or 8:00pm, "well after the guys have been home and they've eaten supper." R. Marino Dep. 92:10–21; *see id.* at 92:22–25 (Russell Marino, Jr. frequented the kitchen during lunch but never saw workers cooking then).

Second, such limited access simply does not comply with the regulation. As noted, for Sun Valley to comply with § 655.122(g) by providing kitchen access as promised in the job offers, Sun Valley had to furnish "*convenient* cooking and kitchen facilities to the workers that [would] *enable* the workers to prepare their own meals." 20 C.F.R. § 655.122(g) (emphasis

[12] Miguel Angel Elizondo Soto testified that Hernandez denied Sun Valley's workers access to the kitchen because the kitchen was where Hernandez "had his business." Elizondo Soto Dep. 12:7–17.

added). "Something is 'convenient' if it is '[a]ppropriate or favorable to one's comfort, purpose, or needs.'" *Reed v. Chase Home Fin., LLC*, 893 F. Supp. 2d 1250, 1257 (S.D. Ala. 2012) (quoting Webster's New College Dictionary 252 (3d ed. 2008)). "Enable," in turn "is defined as 'to make possible, practical, or easy.'" *Murphy v. Millennium Radio Grp.*, No. 08-1743, 2015 WL 419884, at *5 (D.N.J. Jan. 30, 2015) (quoting Webster's Third New International Dictionary 745 (1986)). There is nothing convenient about Sun Valley monopolizing the kitchen to prepare meals three times a day, and at best leaving a handful of workers to use the kitchen after dozens of other workers finish dinner — and without anywhere to refrigerate any groceries. Nor would such an arrangement "make [it] possible, practical, or easy" for any meaningful number of workers to prepare any food at all. *Cf. Reed*, 893 F. Supp. 2d at 1257. As Russell Marino, Jr. himself explained, the kitchen at Sun Valley was not "big enough for that to happen." R. Marino Dep. 157:3–4. In fact, Sun Valley admits that the job offers were "no[t]" "accurate" in regard to kitchen access, and that it was an "oversight" on Sun Valley's part to state that workers had kitchen access. *Id.* at 156:22–157:9, 158:7–9.

2. Sun Valley Did Not Properly Disclose the Weekly Meal Charges.

Nor can there be any dispute that Sun Valley's workers were charged for meals, without the "job offer . . . stat[ing] the charge." 20 C.F.R. § 655.122(g). As a result, Sun Valley did not comply with the other half of Subsection (g).[13]

As noted, Sun Valley's 2015 job orders falsely stated that Sun Valley: "[will] furnish free cooking and kitchen facilities . . . so that workers may prepare their own meals." Perez Decl. ¶ 6 & Ex. C (DOL00272, 279), Ex. D (DOL00290, 297). And the job offers represented that there

[13] As discussed below, there can be no dispute that Sun Valley is liable for the meal charges paid by Sun Valley's workers to Agustin Hernandez, Sun Valley's manager and crew leader. *See infra* Section II.C.

would be "no" deduction for meals. *Id.*, Ex. C (DOL00274), Ex. D (DOL00292). Although Sun Valley indicated that it would make deductions from workers' wages for "articles which the Worker has voluntarily purchased from the Employer," *see id.*, Ex. C (DOL00282 ¶ 18(A)), Ex. D (DOL00300 ¶ 18(A)), even assuming that any workers' meals purchases were voluntary, this general disclaimer does not override the failure specifically to disclose the meal plan. In fact, the court in *Global Horizons I* rejected the very argument that a job offer's "general" disclosure of "deductions expressly authorized by the worker" was sufficient to put workers on notice of meal charges specifically. *Global Horizons I*, No. 2010-TAE-00002, at 8. Under such circumstances, any later assent by workers to meal charges "is irrelevant to liability").[14]

Accordingly, Sun Valley is liable pursuant to § 655.122(g) for neither providing workers with free and appropriate kitchen facilities, nor properly disclosing the meal plan in the 2015 job offers, and therefore owes employees the amounts deducted as back wages.

B. Sun Valley Violated §§ 655.122(p)(1) and (q) by Charging Workers For Meals Without Disclosure in the Job Offer.

Any deduction an H-2A employer makes from a worker's salary must be disclosed in the job offer. § 655.122(p)(1). Because Sun Valley's weekly meal charges were not properly disclosed, Sun Valley also violated § 655.122(p)(1).[15]

---

[14] For that matter, the regulation that sets a default cap on the amount an employer may charge workers for meals also provides no safe harbor for Sun Valley's liability, as that regulation only governs charges for meal plans that are properly disclosed in the job offers. *See* 20 C.F.R. § 655.173; 80 Fed. Reg. 9482 (Feb. 23, 2015) (permitting H-2A employers to charge $11.86 per day for meals in 2015 provided that "the job offer must state the charge, if any").

[15] 20 C.F.R. § 655.122(p)(2) also prohibits, among other kinds of deductions, those that "include[] a profit to the employer to any affiliated person." At trial, the Administrator intends to introduce evidence that Hernandez sold snacks, soft drinks, beer, cigarettes, and other items to Sun Valley's workers at a profit.

As longstanding caselaw and Department guidance make clear, an employer's charge to a worker is a "deduction" regardless of whether the employer holds funds back from a paycheck, or receives a cash payment from the worker some time after the worker is paid. *See* Wage and Hour Division, Field Assistance Bulletin 2012-3, at 1 (May 17, 2012) ("[T]here is no difference between deducting a cost directly from a worker's wages and improperly shifting a cost that should have been borne by the employer to the employee."); *Arriaga v. Fla. Pac. Farms, L..L.C.*, 305 F.3d 1228, 1236 (11th Cir. 2002); 29 C.F.R. § 531.35(b) (FLSA regulation); 20 C.F.R. § 655.122(p)(2) (incorporating by reference into H-2A regulations FLSA standards for permissibility of deductions); *see also* Wage and Hour Division, Field Assistance Bulletin 2011-2;[16] Wage and Hour Division, Field Assistance Bulletin 2009-2, at 2.[17] Sun Valley therefore cannot insulate itself from liability by pointing to the fact that Sun Valley's workers paid cash after receiving their paychecks.

For substantially the same reasons, Sun Valley's failure to disclose the meal charges in the job offers constituted a violation of § 655.122(q)'s requirement that Sun Valley provide all workers with a "copy of the work contract" that "contain[ed] all of the provisions required" by other subsections of § 655.122. Sun Valley entered into no other written contracts with its workers other than the job offer. *See* Sun Valley Admission No. 3. Since those job offers did not disclose the meals charge, Sun Valley did not provide its H-2A or domestic workers with a complete work contract as required by C.F.R. § 655.122(q).

C. Hernandez Administered the Meal Plan and Charged Workers for Meals on Sun Valley's Behalf.

Agustin Hernandez was Sun Valley's employee and therefore its agent, making his

[16] https://www.dol.gov/whd/FieldBulletins/fab2011_2.pdf.

[17] https://www.dol.gov/whd/FieldBulletins/FieldAssistanceBulletin2009_2.pdf.

actions regarding the meal plan and otherwise all attributable to Sun Valley.

Under the law of agency, a principal is liable on a contract made by the principal's agent if the agent has actual or apparent authority. *See* Restatement (Third) of Agency ("Restatement") § 6.01; *Ramos-Barrientos v. Bland*, 661 F.3d 587, 601 (11th Cir. 2011) (H-2A case relying on the Restatement); *Arriaga*, 305 F.3d at 1242; *Burlington Indus. v. Ellerth*, 524 U.S. 742, 775 (1998). An agent has actual authority "when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Restatement § 2.01. And an actor has apparent authority to act on a principal's behalf when "a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations." *Id.* § 2.03.

Hernandez had both actual and apparent authority to act on Sun Valley's behalf, and particularly to provide and charge workers for Sun Valley's meals in 2015. As an initial matter, Hernandez was Sun Valley's "general agent" and had "ongoing" authority to act on Sun Valley's behalf" in all manner of Sun Valley's affairs. Restatement § 2.01 cmt. d. As Russell Marino, Jr. summarized the point, "[i]t just goes without being said" that Agustin is part of Sun Valley's "management," and a "respected employee." R. Marino Dep. 64:23–65:2, 181:12–17.[18] As

[18] Should Sun Valley argue that Hernandez is an independent contractor rather than an employee and agent, that argument would be spurious. Not only does Hernandez have no other job, R. Marino Dep. 59:22–24, he has not held another job in his entire life, having spent the last 27 years working for Sun Valley. Hernandez Dep. 156:11–14. During the winter of 2015 when Sun Valley did not require Hernandez's labor-management services, Hernandez collected unemployment benefits based on his employment at Sun Valley. *Id.* at 155:18–156:4. Sun Valley also provided Hernandez with sick time. *Id.* at 160:19–20. Sun Valley's policy was to reimburse him for his expenses, *id.* at 153:24–154:17, and Hernandez did not personally own any tools that he used in the course of his work for Sun Valley, R. Marino Dep. 59:25–60:3. The farm deducted taxes and issued a W-2 that "cover[s] all of his earnings" R. Marino Dep. 60:4–14. There can be no question that Hernandez was Sun Valley's employee and therefore the company's agent. *See*

noted, *see supra* Facts Section II, Hernandez's authority extended not only to supervising workers on the fields in a daily basis and running the housing camp, but also organizing worker transportation and providing meals.

Actual Authority—Sun Valley made Hernandez's actual authority to charge for meals in 2015 clear when Russell Marino, Jr. told Hernandez "that we can, you know, keep the way we were doing, you know, charging the guys, collecting from the guys," Hernandez Dep. 27:22–24, and that Hernandez would become "in charge" by assuming responsibility for paying the kitchen workers and for informing Sun Valley's workers of the meal plan, *id.* 27:24–28:7. Marino and Hernandez had this conversation to discuss whether Sun Valley should make any changes in its longstanding meal plan prior to Sun Valley's first-time participation in the H-2A program in 2015. *Id.* at 27:9–28:11.

By confirming that Sun Valley's meal plan would continue as it had for years, Marino "manifest[ed]" his intent that Hernandez continue to provide and charge workers for meals on Sun Valley's behalf. *See* Restatement § 2.01. In fact, Sun Valley's meal plan arrangement in 2015 was nearly indistinguishable from the farm's longstanding practice of charging workers for meals — making the failure to disclose the fee in the job offer even more deceptive. Since approximately 1996, Sun Valley and its predecessor, Marino Brothers, have prepared three meals a day for workers, in Sun Valley's kitchen. Hernandez Dep. 29:21–30:3; R. Marino Dep. 77:1–6. Through 2015 and beyond, Sun Valley owned most of the cooking equipment, including all five refrigerators, both freezers, and the stove. Hernandez Dep. 55:20–56:10, 57:11–18. Sun Valley paid the electricity and gas bill for the kitchen, even though the kitchen electricity and gas were

---

Nationwide Mut. Ins. Co. v. Darden, 503 U.S. 318, 322–23 (1992) (discussing common-law standard for employee vs. independent contractor).

separately metered. Hernandez Dep. 57:5–10; R. Marino Dep. 181:4–9. Sun Valley also paid for any kitchen repairs. R. Marino Dep. 174:6–10, 181:9–15.

Sun Valley's owners also oversaw the meal plan. Harry Marino approved the meal plan arrangement at its outset in 1996. Hernandez Dep. 30:16–23. When the Wage and Hour Division determined in 2013 that Sun Valley overcharged for the meal plan in violation of the Migrant and Seasonal Agricultural Worker Protection Act and in excess of the farm's actual costs, Sun Valley agreed to pay back wages to workers. Rachor Decl. ¶ 33. In 2015, Russell Marino, Jr. set a limit on the amounts that Hernandez charged, pursuant to regulations setting default caps on meal charges,[19] and prohibiting profits from meal charges. *Compare* Hernandez Dep. 31:6–32:9, *with* R. Marino Dep. 77:11–78:4, 79:5–17. Russell Marino, Jr. also ensured that Hernandez attended U.S. Department of Labor compliance meetings regarding these regulations. R. Marino Dep. 79:13–80:21. Moreover, Sun Valley "told Agustin that he should keep his receipts" to document the costs of the meal plan." *Id.* at 84:16–19. Russell Marino, Jr. gave Hernandez these instructions because Marino understood that the meal plan was something "that Sun Valley Orchards offer[ed] the men on behalf of Sun Valley Orchards." R. Marino Dep. 99:13–15.

The "only difference" Sun Valley made to the meal plan in 2015 (beside selling the meals not only to domestic workers but also to H-2A workers) was that Hernandez, instead of Sun Valley as a corporation, paid the kitchen staff. *Id.* at 85:22–25. "Other than that, nothing changed," and in all other respects, Russell Marino, Jr. told Hernandez to "keep the way we were doing, you know, charging the guys, collecting from the guys" for meals. *Id.* at 85:25; Hernandez Dep. 27:23–24; 28:12–21, 158:6–9.

---

[19] As discussed above, these caps are relevant only when a meal plan is properly disclosed. *See supra* n.14.

When Hernandez then informed Sun Valley's workers about the meal plan at Sun Valley's orientation and charged Sun Valley's workers for the meals, there can be no question that he did so "in accordance with [Russell Marino's] manifestations to [Hernandez], that [Sun Valley] wishe[d] Hernandez so to act." *See* Restatement § 2.01; Hernandez Dep. 29:7–13.

Moreover, given Sun Valley's obligation under the H-2A program either to provide workers free and open kitchen access (which Sun Valley did not), or to provide meals (which Sun Valley did, albeit at an undisclosed charge), Sun Valley is liable under § 655.122 for the amount of the meal charges. This is because an "agent has actual authority to take action designated or implied in the principal's manifestations to the agent and acts necessary or incidental to achieving the principal's objectives." Restatement § 2.02(1). Hernandez understood that the H-2A program required Sun Valley to take steps to provide meals or kitchen access one way or another, Hernandez Dep. 27:13–28:11, so when Hernandez acted to provide the workers for the meals, he did so "to achiev[e]" Sun Valley's "objectives." And even if it could somehow be argued Sun Valley did not intend for Hernandez to *charge* the workers on its behalf, Sun Valley created actual authority in Hernandez to do so through its "acquiescen[ce]" in Hernandez's conduct, given its knowledge throughout 2015 that Hernandez charged the workers. R. Marino Dep. 79:5–12; *see id.* at 57:3–8 (Sun Valley has never intervened to correct any problem with Hernandez's management of the farm). *See, e.g.*, Restatement § 2.02 cmt. f; *Ramos-Barrientos*, 661 F.3d at 600. Moreover, the discretion that Sun Valley gave Hernandez to run the kitchen is consistent with the discretion Hernandez had to carry out his other management responsibilities on behalf of Sun Valley, with little ongoing supervision from the rest of Sun Valley's management. R. Marino Dep. 46:1–11, 55:12–57:5 (given Hernandez's long tenure, Sun Valley rarely has to give Hernandez instructions on how to supervise workers).

Apparent Authority—Alternately, under principles of apparent authority, Sun Valley is also responsible for meal charges levied by Hernandez. Restatement § 2.03. Russell Marino testified that he attended the orientation at which Hernandez explained the meal plan. R. Marino Dep. 40:15–17. Marino ate at the worker dining facility on a regular basis — where workers ate the meals that Hernandez and his staff prepared and charged the workers for. *Id.* at 26:4–5. Sun Valley's workers signed a "Sun Valley" payroll form when Hernandez collected the weekly cash charge for the meals. Hernandez Dep. 79:21–80:9, 220:3–221:19, 223:13–17 & Ex. 2. On these facts, no worker could reasonably conclude that when Hernandez charged for the meals, he was doing so outside of the scope of his authority to act on Sun Valley's behalf.[20] And under the same agency principles, Sun Valley is liable for the actions undertaken by Hernandez through his apparent authority to act on Sun Valley's behalf. Restatement § 6.01.

The conclusion as a matter of law that Sun Valley "provide[d]" and charged for the meals, 20 C.F.R. § 655.122(g), is compelled by these undisputed facts. For that reason, Sun Valley's unsupported denial that "Sun Valley" sold or provided meals to workers creates no genuine dispute of material *fact*. In particular, it cannot be disputed that Hernandez had both actual and apparent authority from Sun Valley to "provide[]" the meals" on Sun Valley's behalf,

---

[20] Marino's manifestations to Sun Valley's workers were consistent with Sun Valley's approval of Hernandez's preparation of, and charges for, the meals. Accordingly, the facts in *Ramos-Barrientos* and *Arriaga* are inapposite. In those cases, the Eleventh Circuit found no apparent authority in particular actors because there was no reason to believe that the "authority given to a party to conduct certain administrative tasks implicitly conveys authority to a third party to charge fees for assistance with those tasks." *Ramos-Barrientos*, 661 F.3d at 601. Here, Marino testified that he was present when Hernandez explained the meal plan its charges and provided the meals to the workers. Marino ensured that Hernandez had instructions on "how much to charge the workers." R. Marino Dep. 79:5–12. There can be no question that Hernandez had authority not only to provide the meals but to charge for them.

and to charge for those meals, *see* 20 C.F.R. § 655.122(g), and that Sun Valley is therefore liable for the unauthorized and undisclosed charges, *see* Restatement § 6.01.

III. Sun Valley's Unsafe Transportation and Substandard Housing Violated 20 C.F.R. § 655.122(d)(1)(i) and (h)(4).

There can be no material dispute of fact that Sun Valley violated housing and transportation standards, as the evidence of these unsafe and noncompliant conditions comes either from Sun Valley's own admissions, or from Wage Hour's in-person observations, which are documented with photographic evidence. Each of Sun Valley's transportation and housing practices not only left workers' health and safety at risk, but also directly violated the transportation and housing regulations that are part of the H-2A program that Sun Valley committed to comply with when it applied to sponsor H-2A workers.

Sun Valley's Transportation Violations—First, Sun Valley has admitted that it used a number of unlicensed drivers to transport workers during the 2015 growing season. *See, e.g.*, Hernandez Dep. 127:13–22. Sun Valley cannot dispute that in 2015, two of Sun Valley's drivers had no licenses of any kind, two had only Mexican licenses, and a fifth had only an expired Mexican license. *See* Perez Decl. ¶¶ 19–20 & Ex. V (photographs of Mexican driver's licenses). Sun Valley's use of drivers without proper licenses is not only dangerous, but also plainly violates the law. *See* 20 C.F.R. § 655.122(h)(4) ("employer-provided transportation must comply with all applicable Federal, State or local laws"); N.J. Stat. Ann. § 39:3-10 ("No person shall drive a motor vehicle on a public highway . . . unless the person . . . is in possession of a . . . driver's license"); N.J. Admin. Code § 13:21-13.2(a) (requiring drivers of migratory farm workers to have a driver's license issued from a province of Canada or from a state, territory, or federal district within the United States); N.J. Stat. Ann. § 39:3-10.18a ("owner of an autobus shall not knowingly allow, require, permit, or authorize an operator of an autobus to operate the

vehicle without a valid commercial driver license").[21]

Second, as documented in Wage Hour photographs, Sun Valley transported workers using buses that had worn-out tires, increasing the chances of an accident and violating the prohibition on tires that lack tread configurations or "have any other defect likely to cause failure." *See* 29 C.F.R. § 500.105(b)(3)(v);[22] Perez Decl. ¶¶ 15–16 & Exs. R–T.

And third, as also documented in Wage Hour photographs, Sun Valley transported workers in a bus that had a non-functioning rear directional light, in violation of 20 C.F.R. § 655.122(h)(4), which requires that "employer-provided transportation must comply with all applicable Federal, State or local laws"; *see* N.J. Stat. Ann. § 39:3-61(a) (requiring on the rear of every vehicle two turn signals). *See* Perez Decl. ¶ 17 & Ex. U.

Sun Valley's Housing Violations—Sun Valley was properly cited for two categories of housing violations. First, there is the lack of proper screen doors, window screens, and lids on garbage cans (all documented in Wage Hour photographs) that likely led to the fly and mosquito infestation. *See* Perez Decl. ¶¶ 11, 12a & Exs. G–I (photographs showing that numerous garbage bins, adjacent to worker housing and full of discarded soda and beer cans, had no lids); *id.* ¶ 12c & Ex. L–M (photographs showing dormitory doors not fully closing); *id.* ¶ 12b & Exs. J–K (photographs showing bathroom window not properly covered by a screen); *id.* ¶ 12c & Exs. N–P (photographs showing screen doors not in good repair).

Sun Valley's failure to provide lids for the garbage cans adjacent to worker housing, screen doors that properly closed, and screens on the dormitory bathroom window, plainly

---

[21] As discussed above, Sun Valley hid two of its buses from Wage Hour, so no citations were issued for those buses. *See supra* Facts Section V; Morales Acosta Dep. 22:18–24:7.

[22] 29 C.F.R. § 500.105(b)(3)(v) is incorporated into the H-2A program by reference. *See* 20 C.F.R. § 655.122(h)(4).

violated the rules of the H-2A program. *See* 20 C.F.R. § 654.414(a) ("fly-tight, clean containers . . . shall be provided adjacent to each housing unit for storage of garbage"); *id.* § 654.408(b) ("All screen doors shall be tight fitting, in good repair, and equipped with self-closing devices."); *id.* § 654.408(a) ("All outside openings shall be protected with screening").[23]

Second, Sun Valley's practice of having one or more workers sleep on mattresses directly on the floor, also documented in Wage Hour photographs, violates the requirement that "[s]leeping facilities shall be provided for each person. Such facilities shall consist of comfortable beds . . . or bunks, provided with clean mattresses." *See* 20 C.F.R. § 654.416(a);[24] Perez Decl. ¶ 13 & Ex. Q (photographs showing worker slept on a mattress directly on the floor).

IV. The Undisputed Facts Demonstrate that Sun Valley Owes $128,130.00 in Back Wages to Its H-2A and Domestic Workers For Improperly Deducting $75-80 Per Week For Meals From Workers.

Sun Valley's H-2A and domestic workers were required to pay a weekly fee for meals each week they worked in 2015, with the exception of a handful of workers who managed to opt out of the meal plan, and about nine others whom Hernandez favored and permitted to eat for free.[25] Hernandez himself testified that the weekly deduction was $80 each week in 2015, an

---

[23] These regulations apply to Sun Valley because its housing was built before 1980. *See* 20 C.F.R. § 655.122(d)(1)(i) (providing that employer-provided housing must meet OSHA safety standards as stated at 20 C.F.R. § 654.401); *id.* § 654.401(a) (employer-provided housing built before April 3, 1980 must comply with the standards set forth in in 20 C.F.R. Subpart E—Housing for Agricultural Workers, i.e. 20 C.F.R. §§ 654.400-654.417); Sun Valley Admission No. 27 (admitting that the worker dorms were constructed before April 3, 1980)). Some of the regulations in 20 C.F.R. §§ 654.400-654.417 were amended in 2016. *See* 81 Fed. Reg. 56,439 (Aug. 19, 2016). All citations in this memorandum are to the version in effect in 2015.

[24] Sun Valley may argue that its housing was inspected by a local or other government agency before the start of the 2015 growing season. But the conditions of Sun Valley's housing at an earlier date does not create a genuine dispute. Proof of Sun Valley's non-compliance with the housing safety regulations during the growing season and at the time of Wage and Hour's investigation is all that is needed for summary judgment.

[25] Hernandez also waived the fee for Russell Marino, Jr. when Mr. Marino occasionally ate

amount that Hernandez collected from workers in cash each week. Hernandez Dep. 27:9–28:9; *id.* at 79:12–14. Hernandez provided copies of his records of meal charges to Wage and Hour Division investigators, corresponding to several weeks during the 2015 growing season. *Id.* at 89:7–13; Perez Decl. ¶¶ 8, 25.

Where, as here, an H-2A employer unlawfully deducts money for meals not disclosed in the job offer, the entire amount must be returned to the workers as back wages. This follows directly from the structure of the H-2A regulations, which strictly prohibit any undisclosed deductions (so long as those deductions are not required by law). 20 C.F.R. § 655.122(p)(1) ("The job offer must specify all deductions not required by law which the employer will make from the worker's paycheck."). This was precisely the remedy awarded in *Global Horizons*, the only other case of which the Administrator is aware in which a respondent was cited for a failure to disclose meal charges. *See Global Horizons II*, at 2 (citing 20 C.F.R. § 655.102(b)(13) (2005) (substantially identical pre-2010 H-2A regulation)) (awarding back wages in the full amount of deductions not disclosed in the job offer, for not only weekly meal charges, but also damage to housing); *Global Horizons I*, at 4. The court specifically rejected the argument that back wages should be awarded in any amount other than the full deductions, or take into account the cost or fair market value of the meals. *See Global Horizons II*, at 2 n.7. In fact, any result other than a full return of the undisclosed deductions would eliminate any incentive for an H-2A employer to disclose mandatory deductions, as the regulations require disclosure regardless of whether there is also proof that the employer profited. *Compare* 20 C.F.R. § 655.122(p)(1) (prohibiting undisclosed deductions without regard to the reasonableness of those deductions), *with id.* § 655.122(p)(2) (separately prohibiting deductions from which the employer or an affiliated person

---

meals with Sun Valley's workers. R. Marino Dep. 78:19–24.

profits); *see also Seasonal Ag Servs., Inc.*, No. 2014-TAE-00006, at 3 (awarding back wages in the full amount of undisclosed deductions pursuant to § 655.122(p)(1)).

Based on records Hernandez provided to the Wage and Hour Division, as well as interviews conducted with Sun Valley's H-2A workers from the 2015 growing season, the Administrator calculated back wages as follows for Sun Valley's unlawful meals deductions in violation of 20 C.F.R. § 655.122(g), (p), and (q). Perez Decl. ¶¶ 25–34 & Ex. X (Wage and Hour Division Back Wage Computations for Improper Meal Charges).

The Administrator reviewed Sun Valley's 2015 weekly payroll records, which list each worker who worked each week (and was paid for that work) during 2015. Perez Decl. ¶ 26. Based on these records, the Administrator determined that in addition to Hernandez, 148 workers worked at Sun Valley during the 2015 growing season for at least one week.[26] *Id.* Next, for each of those 148 workers, the Administrator listed, by date, each workweek that a worker worked at Sun Valley in 2015. *Id.* ¶ 27.

Then, for all weeks during the 2015 growing season, the Administrator calculated $75 in back wages per week per worker, except that for the weeks ending June 23, June 30, and July 7, the Administrator calculated $80 per week in back wages. *Id.* ¶¶ 25, 28, 30. The Administrator determined these weekly $75–80 amounts based on Hernandez's statement to the Wage and

[26] The Administrator included both H-2A and domestic workers in these back wage calculations, because all of Sun Valley's domestic workers were corresponding workers within the meaning of 20 C.F.R. § 655.103, as they performed the same duties as Sun Valley's H-2A workers. R. Marino Dep 65:8–11. Accordingly, Sun Valley was required to pay the domestic workers the same wages as the H-2A workers, and was prohibited from making any deductions from domestic workers that it could not make from H-2A workers (with the exception of payroll tax deductions). *See* 20 C.F.R. § 655.122(a) ("The employer's job offer must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers."); *id.* § 655.122(p)(1) (prohibiting all undisclosed deductions except those "required by law"); *cf.* 26 U.S.C. §§ 3121(b)(1), 3306(c)(1)(B) (specific tax withholding exclusions for H-2A but not domestic workers).

Hour Division that "[t]he meal plan is $75.00 per week," except that "$80.00 was charged for 2 weeks only." Perez Decl. ¶¶ 24–25, 28 & Ex. W (DOL00189) (July 22, 2015 Hernandez signed statement). The Administrator determined that these two $80 weeks were the weeks ending June 23 and June 30 based on Hernandez's handwritten tallies of worker meals payments for the weeks ending June 23 and June 30. Perez Decl. ¶¶ 8, 25, 28 & Ex. F (DOL01369, DOL01380).[27] The Administrator also used $80 per week for the week ending July 7 as a reasonable reconstruction of damages given the totality of Sun Valley's workers' statements, and the limited information in the records provided by Hernandez. Perez Decl. ¶¶ 25, 28.

Finally, the Administrator reduced the back wages for the small number of workers who did not pay meal deductions for certain periods, according to information provided by Hernandez. *Id.* ¶ 31. Two H-2A workers and seven domestic workers did not pay for meals at any point during the 2015 growing season, apparently because they were either members of Hernandez's family or were given free meals in exchange for additional work they performed for Sun Valley. For these nine workers, based solely on Hernandez's representations of the waived meal fee, the Administrator reduced to zero the back wages corresponding to meals. *Id.* Additionally, the Administrator reduced the back wages for the three workers who cooked canned food on a hot plate inside the housing dormitory for several weeks (the weeks ending July 7 through August 7) instead of participating in the meal plan. *Id.* ¶ 32. The Administrator

[27] Hernandez's "usual practice" in 2015 was to cause "notes" to be made "about the total amount that [he] collected" from Sun Valley's "workers in cash for the meals at Sun Valley." Hernandez Dep. 218:16–23. For example the handwritten note "16 x 75" during a week in April 2015 indicates that "there were 16 guys" that paid "[$]75" for meals. *Id.* at 218:7–15 & Ex. 1 (DOL01212); *see* Perez Decl. ¶ 8 & Ex. F (DOL01212). The handwritten note "98 x 80 = 7,840.00" means "98 guys pay [Hernandez] $80. [Hernandez] collect[s] from them $7,840." Hernandez Dep. 222:22–223:4 & Ex. 2 (DOL01369); *see* Perez Decl. ¶ 8 & Ex. F (DOL01369).

made this reduction even though these employees were forced into this makeshift, unsafe arrangement after being denied free and open kitchen access. *Id.*

The Administrator's calculations were eminently reasonable and conservative. The Administrator only calculated back wages for weeks that workers were on Sun Valley's payroll, even though workers were present at Sun Valley and paid for meals in other weeks. *Id.* ¶ 33. For instance, at the beginning of the season, workers arrived early and paid for meals before they began working. This is true of a group of approximately 18 workers who left Sun Valley in early May, who were present at Sun Valley for about two weeks or longer, but for whom the Administrator calculated only $75 in back wages per worker. Perez. Decl. Ex. X at 47–50 (rows 378–94, 404–05, 423–42, 460–70). Similarly, when on occasion workers were sick, and accordingly did not work and went unpaid, the Administrator did not calculate back wages for these workers, Perez Decl. ¶ 33, even though there is reason to believe they continued paying for meals. Moreover, the Administrator calculated that Sun Valley charged workers $75 most weeks for meals, whereas Hernandez's deposition testimony was that the charge was $80 in all weeks in 2015. Hernandez Dep. 28:8, 52:18–21.

In total, Wage Hour calculated that $128,510.00 in back wages are due to 139 H-2A and domestic workers for unlawful meals deductions. Perez. Decl. ¶ 34 & Ex. X.[28] In this motion, the Administrator moves for summary judgment as to $128,130.00 of those back wages.[29] These

[28] The Administrator's Back Wage Computations for Improper Meal Charges summarize approximately 700 pages of Sun Valley's payroll records. *See* Fed. R. Evid. 1006 (permitting the use of a summary to prove the content of voluminous writings). If the Court wishes to review these records, the Administrator will make them available to the Court.

[29] At the time of the investigation, Wage and Hour learned from Hernandez that a total of four workers cooked inside the dormitory using a hot plate. From the information provided by Hernandez, Wage and Hour determined the names of three of those workers, and accordingly excluded corresponding weeks from the back wages calculated for those three workers. Perez

calculations are based exclusively on undisputed facts of the workers' weeks worked and reasonable calculations of the amounts paid for meals each week. Accordingly, the Administrator's back wage assessment should be upheld.[30]

V. The Administrator's Assessment of $198,300 in Civil Money Penalties (CMPs) Should Be Upheld.

At the time of the CMP assessment, for non-willful violations Wage and Hour could assess $1,500 in civil money penalties for "[e]ach failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment required by . . . the regulations. . . ." *See* 29 C.F.R. § 501.19(a), (c) (2016). In determining the amount of penalty, the mitigating factors that may be considered include, but are not limited to (1) previous history of violations, (2) number of workers affected by the violations, (3) the gravity of the violations, (4) efforts made in good faith to comply, (5) explanation from the person charged with the violations, (6) commitment to future compliance, and (7) the extent to which the violator achieved a financial gain. *Id.* § 501.19(b).

In assessing CMPs, "the Administrator is vested with enforcement discretion and is able to consider the totality of circumstances in fashioning an appropriate remedy for a violation." *In re: Overdevest Nurseries, LP*, 2015-TAE-00008, at *18 (OALJ Feb. 18, 2016) (H-2A case)

Decl. ¶ 32. The fourth worker's name was not clear, and Wage and Hour could not match it with the payroll records provided from Sun Valley. *See id.* The fourth worker has now been identified, having testified on May 3, 2017 at his deposition. *See* Elizondo Soto Dep. 11:21–12:17. Accordingly, the Administrator does not move for summary judgment as to $380 of the back wages originally calculated for Mr. Miguel Angel Elizondo Soto ($75 x 4 weeks, plus $80 x 1 week), corresponding to the same five weeks that Wage Hour already excluded from back wages for the other three workers who cooked in the dormitory. *See* Perez Decl., Ex. X at 63 (rows 871–79).

[30] The Administrator has also calculated additional back wages for Sun Valley's having improperly sold beverages, beer, cigarettes, and other items at a profit and/or in violation of state law. 20 C.F.R. § 655.122(g), (p), (q). The Administrator will prove these additional violations and back wages at trial.

(relying on *U.S. Dep't of Labor v. Kutty*, ARB No. 03-022, ALJ Nos. 2001-LCA-10 to 25 (May 31, 2005)). While the Administrator is generally entitled to deference in assessing CMPs, administrative law judges retain the authority to increase the amount of CMPs assessed. *See In re: Overdevest Nurseries, LP*, 2015-TAE-00008, at *18 n.14.

As discussed below, the Administrator considered all of the facts of this case and appropriately applied these mitigating factors when she assessed CMPs for Sun Valley's myriad violations. Accordingly, her decision is entitled to deference and should be upheld.

A. The Administrator's Assessment of $187,650 in CMPs for the Meals Violations Should Be Upheld.

In assessing CMPs for Sun Valley's meals violations, the Administrator began with $1,500 in civil money penalties for each of the 139 workers owed back wages for meals payments and purchases of beverages from Sun Valley at a profit or in violation of state law.[31] Rachor Decl. ¶ 8.

Second, the Administrator determined that it was appropriate to calculate the civil money penalties for the violation of § 655.122(g) on a per-worker basis, given (1) the large number of workers affected; (2) the significant amount of undisclosed charges faced by the workers each week as a result of Sun Valley's undisclosed meal plan; and (3) the nature of the violation. *Id.* ¶¶ 9–11. The Administrator found that it was proper to proceed in this manner on two independent grounds: the undisclosed meal plan, and also the unlawful sales of beverages. *Id.* ¶¶ 9–11.

Next, the Administrator considered all of the factors listed above in light of the facts in this case, and reduced by 10% each mitigating factor that was applicable — namely factor (1).

[31] The Administrator also calculated civil money penalties owed for an additional eight workers who paid for beverages and other items (but not meals) sold by Sun Valley at a profit and/or in violation of state law. Rachor Decl. ¶ 8. Those civil money penalties are not the subject of this motion.

For that factor, previous history, the Administrator reasoned that even though Sun Valley had previously been cited for violations in connection with its meal plan pursuant to MSPA, Sun Valley had not previously been found to be in violation specifically of the H-2A regulations. *Id.* ¶ 12.

The Administrator found that the other mitigation factors were inapplicable, as there were a large number of workers affected by the violation, *id.* ¶ 13; the unlawful meals deductions resulted in low-wage workers being denied significant wages promised in the job offers, *id.*; Sun Valley had made no effort to comply with the applicable regulations, had no reasonable explanation for the violation and was not committed to future compliance, *id.*; and Sun Valley achieved a financial gain by avoiding the substantial costs that would have been involved in modifying its kitchen facilities to permit workers the kitchen access as promised in the job offers, *id.*

Finally, the Administrator determined that it would be duplicative to assess additional civil money penalties for the violations of 655.122(p) and (q). *Id.* ¶ 14.

The Administrator's assessment of $187,650 in civil money penalties for meals violations was well-founded. Sun Valley benefitted financially from perpetuating its longstanding meal plan in 2015. Sun Valley avoided incurring expenses for constructing kitchen facilities that would have been necessary to actually provide free and open kitchen access to all workers under the H-2A regulations. What's more, relevant to Sun Valley's noncompliance, Sun Valley has now admitted that its job offers continued to be "very inaccurate" with respect to disclosure of the meals deduction arrangement into 2016. R. Marino Dep. 160:19–161:24. Moreover, the Administrator's assessment is consistent with the *Global Horizons* case, in which the ALJ declined to assess civil money penalties. In that case, the workers specifically requested that the

employer provide a meal plan, after they arrived at a farm. At the time the Respondent in that case submitted the job offer, there was no meal plan in place, and in fact the Respondent provided meals for no charge for the first two meals. *Global Horizons II*, No. 2010-TAE-00002, at 12. In contrast, Sun Valley had a longstanding meal plan at the time it submitted the job orders, and Russell Marino, Jr. personally reviewed that false job order before signing it. R. Marino Dep. 153:11–158:14. Accordingly, Sun Valley's failure to disclose the meal plan, and its false statements directed both at the workforce and state and federal agencies, merit penalties.

In the alternative, the Administrator's assessment of $187,650 in civil money penalties is independently supported by Sun Valley's additional violations of § 655.122(g) and (p), for sales of soft drinks, beer, cigarettes, and other items to Sun Valley's workers at a profit and/or in violation of state law, as the Administrator will prove at trial. As noted, the Administrator determined not to assess additional civil money penalties for these additional violations, even though penalties could have been assessed twice. The Administrator's decision to exercise her discretion to combine the penalties for these violations further supports the reasonableness of the $187,650 penalty assessment. *See* Rachor Decl. ¶ 9. Nonetheless, should the Court defer consideration of some portion of the civil money penalty assessment as to the meals violations to trial, the Administrator intends to present further evidence supporting the penalty assessment based on these additional violations.[32]

[32] These additional violations further distinguish the facts relevant to the decision in *Global Horizons* not to assess civil money penalties for the violation of § 655.122(g) under difference circumstances in that case.

B. A Significant Fine Is Needed for Sun Valley's Transportation Violations, Including Sun Valley's Longstanding and Ongoing Practice of Using Unlicensed Drivers to Transport Workers.

The Administrator also reasonably calculated $4,500 in CMPs for Sun Valley's having drivers without valid licenses transport well over 100 workers seven days a week throughout the entire growing season. Rachor Decl. ¶ 16.

First, the Administrator began by assessing $1,500 for each of the five buses driven by a driver without valid and proper licenses. *Id.* ¶ 17. She then reduced this amount by 40% because Sun Valley had no prior H-2A violations (factor 1); promised to come into compliance (factor 6); did not achieve a financial gain (factor 7); and transported only fifteen workers in each vehicle, so there were only fifteen people affected by each violation (factor 2).[33] *Id.* ¶ 18. The calculations the Administrator performed were as follows:

> 5 violations (one violations for each vehicle)
> x $1,500 (allowable CMPs)
> x 0.60 (40% reduction based on 4 mitigating factors)
> = $4,500.00 in CMPs

Id. ¶ 20.

The Administrator's approach in assessing CMPs for drivers who lacked proper licenses was reasonable and even lenient. Sun Valley's use of unlicensed drivers in 2015 was the result of the company's ongoing practice of selecting agricultural workers to drive the buses, without regard to whether the workers had driver's licenses. Hernandez Dep. 124:8–130:23. As Hernandez candidly explained, at the beginning of each season "when a group of guys come and we need drivers, I ask the guys who has [a] Mexican driver's license[s] or who is a driver, experienced driver and they drive. I let them drive." Hernandez Dep. 124:10–14 (emphasis

[33] She found mitigating factors 3 (gravity of violation), 4 (efforts to comply), and 5 (explanation of the violation) inapplicable. *Id.* ¶ 19.

added). "Since the beginning" of his employment at Sun Valley more than 25 years ago, Hernandez regularly told the rest of Sun Valley's management of his difficulty finding licensed drivers among Sun Valley's farmworker pool, and that there was "nobody with a New Jersey license," so Sun Valley determined that there was not "another option" but to select unlicensed drivers. *Id.* at 125:5, 130:15–16, 22. In both 2005 and 2006, Marino Brothers, Inc. even paid fines to the Wage and Hour Division after being cited for allowing unlicensed drivers to transport workers, years during which, as in 2015, Hernandez oversaw Sun Valley's worker transportation. Rachor Decl. ¶¶ 34–35.

And Sun Valley's practice of allowing unlicensed drivers to transport workers has continued to the present day, 2017:

> Q. Who drives the vehicles this year at Sun Valley?
>
> A. This year, right now, I got three, three drivers. I got my son, who he has a New Jersey license. And I got another two guys that drive the vans. But to tell you the truth, I haven't asked them if they have – I know them from – I don't know if they still got them. They still got their license or not, I don't know.
>
> Q. Where do you know them from?
>
> A. Not in Mexico, but from here. They have been coming for the past two years.
>
> Q. Have you asked them to show you their driver's licenses?
>
> A. No, I haven't. I haven't thought of that.
>
> Q. Did you ask them to show you their driver's licenses in a previous year?
>
> A. No. I just know that they are good drivers.

Hernandez Dep. 125:14–126:9 (emphasis added).

In light of Sun Valley's outrageous actions, the Administrator would have been well within her discretion not to apply several mitigating factors. For example, the Administrator did not have to apply mitigating factor 1 (prior H-2A violations), as Sun Valley was surely aware

beforehand that drivers need licenses to drive and had been previously cited for this very violation before it sponsored H-2A workers. *See* Rachor Decl. ¶¶ 18, 34–35. In light of Sun Valley's ongoing use of unlicensed drivers, the Administrator certainly would have been justified in not reducing CMPs under factor 6 (commitment to compliance).

In fact, the Administrator would have also been justified in assessing CMPs on a willful basis, i.e. commencing with $5,000 per vehicle violation. *See* 29 C.F.R. § 501.19(c)(1) (willful CMP assessments). This is because Sun Valley's longstanding and ongoing practice of assigning agricultural workers to drive their coworkers to the fields, regardless of whether they have valid driver's licenses, and despite Sun Valley's having previously been cited for driver's license violations, could easily be described as a knowing or reckless violation of the requirement that drivers have licenses, i.e. a willful violation. *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133 (1988) (establishing in the FLSA context that willfulness is shown if "the employer either *knew* or *showed reckless disregard for the* matter of whether its conduct was prohibited") (emphasis added).

A significant fine is needed to cause Sun Valley to re-think its transportation practices and either verify that drivers actually have valid licenses, or specifically hire people to drive workers to the fields. Sun Valley was using large school buses to take workers on state highways and other public roads on a daily basis. Yet Sun Valley failed to take basic steps to protect worker safety. Indeed, Sun Valley's recklessness puts its entire workforce in danger.

Accordingly, as to Sun Valley's driver's license violations, the Administrator's imposition of CMPs was reasonable. In fact, the Court would be well within its discretion to impose a higher CMP assessment.

For Sun Valley's other transportation violations, the Administrator reasonably calculated $3,000 in CMPs using the following method, Rachor Decl. ¶¶ 21, 25: she began with $1,500 for each of the three buses that had tires with worn out treads, and $1,500 for the one bus that had a non-functioning rear-directional light. *Id.* ¶ 22. She then reduced this amount by 50% based on mitigating factors 1 (lack of previous H-2A violations), 2 (only fifteen workers affected per bus violation), 3 (gravity of violation—most of the tires had sufficient tread and most of the lights were functioning), 6 (commitment to future compliance), and 7 (financial gain achieved) applied. *Id.* ¶ 23. This method was reasonable and is entitled to deference.

C. The Court Should Uphold the Administrator's Assessment of $3,150 in CMPs for Sun Valley's Housing Violations.

For Sun Valley's housing violations, the Administrator started by determining that CMPs should be calculated on a per-requirement basis, also beginning with $1,500 in CMPs for each violation. *Id.* ¶¶ 26–27. In other words, the Administrator started with $1,500 for the missing bathroom window screen, $1,500 for all of the screen doors that were not in good repair or did not close properly, $1,500 for the garbage cans that lacked lids, and $1,500 for the workers who slept on mattresses directly on the floor. *Id.*

Next, the Administrator reduced these CMPs by a total of 30% based on the following applicable mitigating factors: 1 (lack of history of H-2A violations), 6 (commitment to future compliance), 7 (no financial gain achieved). *Id.* ¶ 28. She also reduced CMPs by an additional 10% because no workers received a communicable disease from the insect infestation, and the worker(s) who slept on the floor wasn't in immediate danger of significant harm.[34] *Id.* Finally,

[34] Having many flies and mosquitos in one's living quarters is potentially dangerous, as these insects can carry communicable diseases. Thus, the Administrator did not apply mitigating factor 3 (gravity of the violation) to the violations for lack of garbage can lids, proper screen doors and window screens. *Id.* ¶ 30.

for the mattress violation, the Administrator reduced the CMPs by an additional 30% because very few workers were affected (factor 2), the violation was not so serious (factor 3), and the farm had made some minimal efforts to comply (factor 4). *Id.* ¶ 29. In total, the Administrator calculated $450 in CMPs for the mattress violation, and $2,700 for the screens and garbage cans violations. *Id.* ¶¶ 31–32.

* * *

As to each category of violations that is the subject of this motion, the Administrator's CMP assessment was properly within the statutory and regulatory authorization and was derived with due regard for the totality of circumstances. The Administrator has concluded that $198,300 in civil money penalties is necessary to penalize Sun Valley and deter it and others from exposing their employees to unsafe working conditions and from using the H-2A program to take advantage of workers. As the Administrator's determination is appropriate under the relevant statutory and regulatory requirements, it is entitled to deference. *Overdevest Nurseries, LP*, No. 2015-TAE-00008, at *18. Thus the Administrator respectfully requests that the Court affirm her CMP assessment and order Respondent to pay this penalty in full.

CONCLUSION

For the foregoing reasons, the Administrator respectfully requests that the Court grant her Motion for Partial Summary Decision, uphold her Determination and order the Respondent to pay $198,300 in civil money penalties to the Administrator and $128,130.00 in back wages to the Administrator for distribution to Sun Valley's H-2A and domestic workers.

DATED: June 1, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

CERTIFICATE OF SERVICE

I, Jason E. Glick, an employee of the U.S. Department of Labor, in the Office of the Solicitor, Region II, 201 Varick Street, New York, New York, certify that on this 1st day of June 2017, I served the foregoing Administrator's Motion for Partial Summary Decision, and the attached declarations and exhibits, via email on

Christopher J. Schulte, Esq.
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street N.W., Suite 800
Washington, D.C. 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

Jason E. Glick

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	Case No. 2017-TAE-00003

DECLARATION OF CHARLENE L. RACHOR

I, CHARLENE L. RACHOR, declare under penalty of perjury that the following is true and correct:

1. I make this Declaration based on personal knowledge of the facts and circumstances relevant to this matter and based on my review of the Wage Hour Division's official investigation file. If called, I would testify to the facts provided herein. I submit this Declaration in support of the Administrator's Motion for Partial Summary Decision.
2. I am employed by the U.S. Department of Labor, Wage and Hour Division, as the District Director of the Southern New Jersey District Office. My duty station is the Southern New Jersey District Office, which is located at 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, NJ 08648.

3. The primary duty of my position is to oversee investigations of businesses to ascertain whether businesses covered by various federal labor statutes, administered and enforced by the Wage and Hour Division, are in compliance with the statutes and their supporting regulations.

4. One of the statutes that the Wage and Hour Division administers and enforces is the Immigration and Nationality Act ("INA"). That Act allows, among other things, eligible businesses to petition to hire non-immigrant workers in agricultural labor or services of a temporary or seasonal nature. To hire a non-immigrant worker, the employer must submit an Application for Temporary Employment Certification ETA-Form 9142 (the "TEC") and an Agricultural and Food Processing Clearance Order ETA-Form 790 (the "job order"), commonly referred to as a job order.

5. On July 8, 2015, my office initiated an investigation of Sun Valley Orchards, LLC's ("Sun Valley") compliance with the INA.

6. Upon review of the investigation file compiled by Investigator Jose Perez and applicable regulations, I assessed $212,250.00 in civil money penalties (CMPs) against Sun Valley for violations of the H-2A provisions of the INA in the 2015 growing season. I understand that the Administrator is currently moving for partial summary judgment as to $198,300 of those CMPs. I calculated those CMPs as follows:

$187,650 CMP Assessment for Undisclosed Meals Charges and Improper Charges for Other Items

7. I calculated $187,650 in CMPs for Sun Valley's unlawful and undisclosed meals charges from, and improper sales of beverages and other items to, 139 of Sun Valley's workers, in violation of 20 C.F.R. § 655.122(g). I reviewed the factors in 29 C.F.R. § 501.19(b) and used the following method:

8. I began by assessing a $1,500 civil money penalty for each of the 147 workers owed back wages for meals payments and/or beverages purchases. Of those 147 workers, 139 workers purchased meals from Sun Valley at some point during 2015.

9. Any of Sun Valley's improper charges pertaining to meals, beverages, or other items, carry penalties, and I could have assessed additional penalties for each of those violations. However, I decided that it was appropriate to combine the penalty assessment, and to assess $1,500 per worker regardless of whether a worker was owed back wages only for meals payments, or also for beverages, or for both.

10. I assessed the CMPs in this way, regardless of whether a worker was owed back wages for meals payments, for beverages, or for both, because all of these 147 workers were regularly paying money back to Sun Valley, contrary to the job orders and in violation of the regulations. Although some workers paid back more wages to Sun Valley because they were on the meal plan longer, or were sold more drinks while working in the fields, I determined that a single uniform CMP assessment would be appropriate.

11. This initial per-worker assessment, at $1,500 per worker, was appropriate due to the egregious nature of the violation, and the large number of workers affected by the violation, the substantial amount of the undisclosed charges to the workers in each workweek as a result of the undisclosed meal plan, and the inflated prices at which Sun Valley sold substantial numbers of beverages.

12. I then reduced the CMPs by 10% because Sun Valley had no prior H-2A violations, and in fact had not participated in the H-2A program before 2015 (factor 1).

13. I did not apply mitigating factor 2 because a large number of workers were affected by the meals violation, or mitigating factor 3, given the corresponding large back wage

liability. As for mitigation factor 4, I determined it was not applicable because Sun Valley knew well in advance of the workers' arrival at the farm that the farm's standard operation involved a weekly meal plan in which workers were effectively required to participate; in light of that, Sun Valley made no good faith attempt to comply with the meals disclosure requirement. Nor did I reduce the CMPs for factors 5 or 6, because Respondent did not provide an adequate explanation for this violation at the final conference, nor did Respondent commit to future compliance. I also did not apply factor 7 because Sun Valley gained financially from its meals disclosure violation by avoiding costs that would have been necessary to modify its kitchen facilities to provide the promised free and open kitchen access for workers to prepare their own meals (as well as profit from the sales of beverages and beer).

14. Finally, I concluded that it was appropriate not to assess additional CMPs for Sun Valley's violations of §§ 655.122(q) and 655.122(p), since CMPs were already calculated on a per-worker basis for the 20 C.F.R. § 655.122(g) violation and these violations were all of the same type.

15. Accordingly, the CMP calculation I performed for the meals violations was:

$1,500 (allowable CMPs per worker)
x 0.90 (10% reduction based on 1 mitigating factor)
= $1,350.00 in CMPs per worker

$4,500 CMP Assessment for Transporting Workers Using Drivers Without Valid Licenses

16. I calculated $4,500 in CMPs for Sun Valley's having drivers without valid licenses transport workers. I used the following method to arrive at this amount:

17. I began by assessing $1,500 for each of the five buses driven by a driver without a valid license.

18. I then considered the factors in 29 C.F.R. § 501.19(b) and reduced this amount by 40% because Sun Valley had no prior H-2A violations (factor 1); promised to come into compliance (factor 6); did not achieve a financial gain (factor 7); and transported only fifteen workers in each vehicle, so there were only fifteen people affected by each violation (factor 2). In other words, I applied a ten percent reduction to the CMP base amount for each of the four applicable mitigating factors.

19. I did not apply mitigating factor 3 (gravity of the violation), because transporting workings using unlicensed drivers is a serious violation. I did not apply mitigating factor 4 (efforts to comply), because having licensed drivers was in Respondents' control and they could have required drivers to have valid licenses. Nor did I apply factor 5 (explanation of the violation) because Respondents failed to provide an adequate explanation for this violation.

20. The CMP calculation I performed was as follows:

5 violations (one violation for each vehicle)
x $1,500 (allowable CMPs)
x 0.60 (40% reduction based on 4 mitigating factors)
= $4,500.00 in CMPs

$3,000 CMP Assessment for Transporting Workers in Unsafe Vehicles

21. I calculated $3,000 in CMPs for the deficiencies in Sun Valley's buses. I arrived at this number using the following method:

22. I began with $1,500 for each of the three buses that had a tire with worn out treads, and $1,500 for the one bus that had a non-functioning rear-directional light.

23. I then reviewed the factors in 29 C.F.R. § 501.19(b) and reduced this amount by 50% based on mitigating factors 1 (lack of previous H-2A violations), 2 (only fifteen workers affected per bus violation), 3 (gravity of violation—most of the tires had sufficient tread

and most of the turn signals on the buses were functioning) 6 (commitment to future compliance), and 7 (no financial gain achieved).

24. I did not apply mitigating factors 4 (efforts made to comply) or 5 (explanation given), as the Sun Valley could have changed these worn-out tires and fixed the rear-directional light, and did not give any adequate explanation for why it had not done so.

25. The CMP calculation I performed was as follows:

4 violations (one for each bus with a worn-out tire, and one for the bus with the broken rear-directional light)
x $1,500 (allowable CMPs)
x 0.50 (50% reduction based on 5 mitigating factors)
= $3,000.00 in CMPs

$3,150 CMP Assessment for Substandard Housing

26. I calculated $3,150 in CMPs for Sun Valley's (1) not providing screens for the bathroom windows; (2) having screen doors that were not in good repair or didn't close properly; (3) not providing lids on many of the garbage cans located adjacent to the worker housing; and (4) having worker(s) sleep on mattresses directly on the floor. I arrived at this number using the following method:

27. I started with $1,500 for each of the four housing violations listed above. This resulted in a total base amount of $6,000.

28. I then reviewed the factors in 29 C.F.R. § 500.19(b) and reduced these CMPs by 30% based on the following applicable mitigating factors: 1 (lack of history of H-2A violations), 6 (commitment to future compliance), 7 (no financial gain achieved). I also reduced CMPs by an additional 10% because no workers received a communicable disease as a result of Sun Valley's violations, and the worker(s) who slept on the floor was not in immediate danger of serious harm.

29. In addition, for the mattress violation, I reduced the CMPs by an additional 30% because very few workers were affected (factor 2), the violation was not so serious (factor 3), and the farm had made efforts to comply (factor 4). Thus for the mattress violation, I found all mitigating factors applicable except for the factor 5 (explanation given), as Sun Valley did not provide any adequate explanation for this violation.

30. For the screen doors, garbage lids, and window screen violations, I did not apply factor 2, as the entire workforce was affected; factor 3, as Sun Valley's violations resulted in a fly and mosquito infestation in the dorm that could have made workers sick; or factor 4, as Sun Valley had not previously made serious efforts to prevent these problems.

31. The CMP calculations I performed for the screen door, window screen, and garbage lid violations were as follows:

    3 violations
    x $1,500 (allowable CMPs)
    x 0.60 (40% reduction based on 4 mitigating factors)
    = $2,700.00 in CMPs

32. I performed the following CMP calculation for the mattress violation:

    1 violation
    x $1,500 (allowable CMPs)
    x 0.30 (70% reduction based on 7 mitigating factors)
    = $450.00 in CMPs

Prior Investigations of Sun Valley

33. According to the investigation file in this case, maintained in the ordinary course of business by the Wage and Hour Division, in June 2013 Sun Valley paid $6,237.70 in back wages for violations of the Fair Labor Standards Act and Migrant and Seasonal Agricultural Worker Protection Act, caused when Agustin Hernandez charged Sun Valley's farmworkers excessive prices for weekly meals (as well as beverages).

34. According to the same investigation file, a Wage and Hour investigation of Marino Brothers, Inc. in 2005 found that one of the drivers who operated a mini-bus to transport Sun Valley's workers had a Mexican license that was expired. The same investigation found that another driver, who operated another of the mini-buses on public roads, had only an expired license.

35. According to the same investigation file, another Wage and Hour investigation of Marino Brothers, Inc. in 2006 found that three of the company's drivers, who transported workers in vans, had no licenses at all. A fourth driver had only a Mexican license. According to the investigation file, Hernandez was aware in 2006 that some of the drivers did not have valid licenses, and Russell Marino, Jr. assured that he would meet with Hernandez to "put a stop to the unlicensed drivers immediately."

36. According to the same investigation file, although a Wage and Hour investigation of Sun Valley in 2013 did not uncover any transportation violations, Sun Valley did not have any vehicles in operation to transport workers at the time of the investigation, because Sun Valley's workers were at the time working in fields within walking distance of the housing camp.

Executed on this 1 day of June 2017.

CHARLENE L. RACHOR

District Director
U.S. Department Of Labor
Wage and Hour Division
Southern New Jersey District Office
3131 Princeton Pike, Building 5, Room 216,
Lawrenceville, NJ 08648

3131 Princeton Pike, Building 5, Room 216,
Lawrenceville, NJ 08648

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	)	Case No. 2017-TAE-00003

DECLARATION PURSUANT TO 28 U.S.C. § 1746

I, JOSE PEREZ, declare under penalty of perjury that the following is true and correct:

1. I make this Declaration based on personal knowledge of the facts and circumstances relevant to this matter and based on my review of the Wage Hour Division's official investigation file. If called, I would testify to the facts provided herein. I submit this Declaration in support of the Administrator's Motion for Partial Summary Decision.
2. I am employed as an investigator by the U.S. Department of Labor, Wage and Hour Division. My duty station is the Southern New Jersey District Office, which is located at 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, NJ 08648.
3. The primary duty of my position is to conduct investigations of businesses to ascertain whether businesses covered by various federal labor statutes, administered and enforced by the Wage and Hour Division, are in compliance with the statutes and their supporting regulations.

RECEIVED
2017

4. One of the statutes that the Wage and Hour Division administers and enforces is the Immigration and Nationality Act ("INA"). That Act allows, among other things, eligible businesses to petition to hire non-immigrant workers in agricultural labor or services of a temporary or seasonal nature. To hire a non-immigrant worker, the employer must submit an Application for Temporary Employment Certification ETA-Form 9142 (the "TEC") and an Agricultural and Food Processing Clearance Order ETA-Form 790 (the "job order"), commonly referred to as a job order.
5. On July 8, 2015, I was assigned to investigate Sun Valley Orchards, LLC ("Sun Valley") to determine whether the firm was in compliance with the INA.
6. As part of my official duties as a Wage and Hour Division Investigator, I reviewed (among other documents) Sun Valley's TECs for the periods of April 13, 2015 to October 10, 2015, and June 1, 2015 to October 10, 2015, true and accurate copies of which are attached hereto as Exhibits A and B; and Sun Valley's job orders for these same periods, true and accurate copies of which are attached hereto as Exhibits C and D.
7. During the course of the investigation, Sun Valley gave me copies of its payroll records for the 2015 growing season; a sample of true and accurate copies of some of those records are attached hereto as Exhibit E.
8. As part of my investigation, I met with Agustin Hernandez, Sun Valley's crew leader and field boss. He provided me with records regarding meals provided to Sun Valley's workers in 2015. A true and accurate copy of a sample of these records are attached hereto as Exhibit F.

9. I also interviewed several of Sun Valley's workers from the 2015 growing season and met with one of Sun Valley's owners, Russell Marino, Jr., and Sun Valley's bookkeeper, Lisa Justice.

Sun Valley's Substandard Housing

10. On July 21, 2015, Wage Hour Investigator John Crudup and I travelled to Sun Valley to inspect the company's worker housing facility located at 1321 Route 45 South, Swedesboro, NJ 08085.

11. Upon entering the housing facility, I immediately saw flies everywhere, and mosquitos as well. In fact, there were more flies inside the dormitory and bathrooms than there were outside. As I walked around the housing facility, I had to constantly swat flies away from my face.

12. During my inspection, I observed the likely causes of the infestation:

    a. Many of the garbage cans around the worker housing did not have lids. Exhibits G, H, and I are true and accurate photos that I took of these lidless garbage cans.

    b. A window in the dormitory bathroom had no screen. Exhibits J and K are true and accurate copies of photographs I took of this screenless bathroom window.

    c. A number of screen doors were not tight fitting or were in need of repair. Exhibits L, M, N, O, and P are true and accurate copies of photographs I took of these screen doors. Exhibits L and M show screen doors that do not close all the way by themselves. Exhibits N, O, and P show screens doors that have holes in them and are damaged.

13. During my inspection of the worker housing I also observed two mattresses lying directly on the floor. At least one of these mattresses was being used by a worker as his bed. This was apparent because on top of the mattress was a pillow and disheveled sheets, and lying around the mattress was a worker's belongings. Exhibit Q is a true and accurate

copy of photographs I took of the mattress on the floor with a pillow and recently slept-in sheets, surrounded by a worker's belongings.

14. Right after I inspected the housing, I notified Russell J. Marino Jr. of the above problems, and he promised to fix all of them.

Sun Valley's Unsafe Transportation

15. On July 21, 2015, Investigator Crudup and I also inspected two school buses that Sun Valley Orchards was using to transport workers from the housing facility to the fields. The next day, we inspected three other school buses that Sun Valley Orchards was using to transport workers. (We weren't able to inspect these three buses the day before because they were being used in the fields on that day, far away from where we were conducting the housing inspection.)

16. Investigator Crudup and I visually inspected Sun Valley's buses, and observed that three of them had tires with completely worn-out treads. Having worn-out treads left the vehicles with insufficient traction and at risk of rolling over or veering off the road. Exhibits R, S, and T are true and accurate photos of the tires with worn-out treads. These photos show how tires on each of these three buses were rubbed down to the point where they were entirely bald in the one area of the tire that touched the ground, with the grooves practically gone on that part of the tire.

17. Investigator Crudup also sat in the driver's seat and tested the buses' lights as I watched. The glass covering one of the buses' rear directional lights was missing or broken off, and when Investigator Crudup tried to turn it on, the light would not work. Exhibit U is a

true and accurate photograph of this light, which shows that one of the rear directional lights is broken.

18. On July 22, 2015, after we finished inspecting Sun Valley's buses, we watched as the workers boarded the buses to leave the fields, and we followed the buses as they drove back on public roads to the worker housing. The speed limit on these roads was about thirty-five or forty miles an hour; I drove within the speed limit but could not keep up with Sun Valley's buses, and I estimate that they were driving at least fifty miles per hour.

19. After the workers ate lunch and boarded the buses to return to the fields, but before the buses departed the eating area, I asked supervisor Agustin Hernandez for the bus drivers' licenses. Mr. Hernandez walked over to the bus drivers and came back with three Mexican drivers' licenses, one of which had expired on November 29, 2014, almost a year earlier. I then spoke directly to the bus drivers, two of whom acknowledged that they did not have drivers' licenses. Exhibit V consists of true and accurate photographs of the three bus drivers' Mexican driver's licenses that the drivers provided me that day. Page 1 of Exhibit V shows that that one of these licenses expired before the start of the 2015 growing season.

20. I told Mr. Hernandez that his drivers did not have proper licenses, but he did not remove the drivers from the buses. Indeed, shortly after I told him this, I watched as the same drivers — those with only Mexican licenses and those with no licenses at all — drove the workers to the fields.

21. During the course of my inspection of Sun Valley's premises, I informed Agustin Hernandez and Russel Marino Jr. of all of the vehicle safety deficiencies described above.

22. On February 16, 2016, I participated in a final conference with Sun Valley. During this conference, Russell J. Marino, Jr. promised to fix the defective rear directional light, ensure that only licensed drivers drove the workers, and have the buses inspected regularly.

Calculation of Back Wages Owed for Improper Meals Charges

23. Based on interviews with Sun Valley's employees and conversations with Agustin Hernandez and his spouse Elia Pinon, and Sun Valley's April and June 2015 job orders, I determined that Sun Valley's workers did not have access to a kitchen at Sun Valley to prepare their own meals, despite contrary statements in the 2015 job orders.

24. A true and accurate copy of Agustin Hernandez's July 22, 2015 interview statement, taken by Investigator Crudup, is attached as Exhibit W.

25. From the same statements, conversations, and documents, as well as records provided by Hernandez regarding meals, I determined that Sun Valley's workers paid $75 for meals most weeks during the 2015 growing season, and $80 during other weeks. In particular, based on the limited records that Sun Valley provided me, my understanding is that Sun Valley's workers paid $80 per week for the weeks ending June 23 and June 30. See Ex. F, the handwritten tallies at the bottom of DOL01369 and DOL01380. Since many workers indicated that they paid $80 throughout the entire time they worked at Sun Valley, but Hernandez's records did not indicate the price of meals during many weeks, I

determined that $80 was also an appropriate reconstruction of the amounts paid by Sun Valley's workers for meals in an additional week, namely the week ending July 7.

26. To determine the amount of back wages that Sun Valley owed for the improper meal charges, I reviewed the payroll records Sun Valley produced during the investigation. Specifically, I reviewed the records with the heading ""Payroll Run Inquiry – Check View" for each week during the 2015 growing season. From those records, I identified 148 workers listed during at least one week, in addition to Agustin Hernandez.

27. For each of those 148 workers, I transcribed the number of weeks (noted by the last date of the workweek) that the worker appeared on Sun Valley's 2015 payroll.

28. I calculated $75 in back wages for undisclosed meals deductions for each worker for each week — except for the work weeks ending June 23, June 30, and July 7, 2015. For workers on the payroll in those weeks, I calculated $80 in back wages for each worker for each week. *See supra* ¶ 25.

29. For example, as shown in Exhibit X, H-2A employee Francisco J Pinon Rangel worked at least some hours at Sun Valley during each of the 16 weekly payroll periods ending between April 21 and August 7, 2015. Accordingly, for each of the 3 weeks ending June 23, June 30, and July 7, I determined that Sun Valley owed Mr. Pinon Rangel $80, or a total of $240. For each of the other 13 weeks, I determined that Sun Valley owed Mr. Pinon Rangel $75, or a total of $975. In total, Sun Valley owes Mr. Pinon Rangel $1,215.00 for unlawful and undisclosed meals deductions from the 2015 growing season. A true and accurate copy of the computations I performed with respect to back wages owed for meals is attached hereto as Exhibit X.

30. I performed the same calculation described above for each of Sun Valley's workers based on the weeks the worker appeared on Sun Valley's ""Payroll Run Inquiry – Check View" and related payroll records.

31. Next, I excluded from these initial computations the two H-2A and seven domestic workers whom Agustin Hernandez informed me did not have their pay deducted for meals during the 2015 growing season. These workers are: Armando Rodriguez Jaimes, Armando Guillen Segovia, Baltazar Arias, Frediberto Villasenor, Omar Pinon Roque, Octavio Vargas Vargas, Felix Arturo Hernandez Hernandez, Jose L Pinon, and Brian H Hernandez. In other words, I calculated that no back wages were due to these workers for weekly meals deductions during 2015.

32. I also reduced the back wages for three workers who cooked for themselves inside Sun Valley's worker housing camp during five weeks, the workweeks ending July 7 to August 7, 2015. These three workers are: Gustavo Cuellar Romero, Pedro Zavala Almanza, and Rodrigo Raya Tapia. During the investigation, I learned that there was a fourth worker who also cooked for himself during the same weeks, but I was not able to match his name to the payroll records.

33. I did not calculate back wages for meals for workers during weeks they did not appear on the payroll, regardless of the reason. This was so even if the reason the worker did not work was that he was sick, and continued to live at Sun Valley. For example, I did not include Dario Morales Acosta in the back wage computations for meals during the weeks ending June 23, June 30, or July 7 because Sun Valley's payroll records indicated that Mr. Morales Acosta did not work during those weeks.

34. Using the calculation method described above, I determined that Sun Valley owed its H-2A and domestic workers $128,510.00 in back wages, solely with regards to charges for weekly meals in 2015. Of that total, Sun Valley owes its H-2A workers $68,380.00, and its domestic workers $60,130.00.

35. I believe these computations are reasonable and conservative regarding the amounts that Sun Valley deducted from its workers for the weekly meals fee in 2015.

I declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct.

Executed on this 31th day of May 2017.

Jose L Perez

JOSE PEREZ

Investigator, U.S. Department Of Labor
Wage and Hour Division
Southern New Jersey District Office
3131 Princeton Pike, Building 5, Room 216,
Lawrenceville, NJ 08648

Declaration of Wage Hour Investigator Jose Perez

Sun Valley Temporary Employment Certification ETA-Form 9142 ("TEC")

Exhibit A – Certified TEC for April 13 to October 10, 2015
Exhibit B – Certified TEC for June 1 to October 10, 2015

Sun Valley Agricultural and Food Processing Clearance Order (ETA Form 790) ("Job Orders")

Exhibit C – Job Order for April 13 to October 10, 2015
Exhibit D – Job Order for June 1 to October 10, 2015

Pay Records and Meals Charges

Exhibit E – Payroll Records
Exhibit F – Receipts for Meals

Photographs of Sun Valley Facilities

Exhibit G-I – Photos of lidless garbage cans
Exhibit J-K – Photos of screenless bathroom window
Exhibit L-P – Photos of screenless door
Exhibit Q – Photo of mattress on floor
Exhibit R-T – Photos of worn-out tire
Exhibit U – Photo of school bus with broken rear-directional light

Additional Exhibits

Exhibit V – Photo of Mexican driver's licenses
Exhibit W – Statement of Manager Agustin Hernandez
Exhibit X – Back Wage Computations for Improper Meal Charges

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

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

A. Employment-Based Nonimmigrant Visa Information

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

B. Temporary Need Information

1. Job Title * Farmworker; Diversified		
2. SOC (ONET/OES) code * 45-2092	3. SOC (ONET/OES) occupation title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * 04/13/2015 *(mm/dd/yyyy)*	6. End Date * 10/10/2015 *(mm/dd/yyyy)*

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

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

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

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

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

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

9. Statement of Temporary Need *

N/A

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

C. Employer Information

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

1. Legal business name * Sun Valley Orchards LLC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 29 Vestry Rd		
4. Address 2 N/A		
5. City * Swedesboro	6. State * NJ	7. Postal code * 08085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 856-769-5280	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * [redacted]	13. NAICS code (must be at least 4-digits) * 111339	
14. Number of non-family full-time equivalent employees [redacted]	15. Annual gross revenue	16. Year established N/A

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

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

D. Employer Point of Contact Information

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

1. Contact's last (family) name * Marino Jr	2. First (given) name * Russell	3. Middle name(s) * James	
4. Contact's job title * Owner/Manager			
5. Address 1 * 29 Vestry Rd			
6. Address 2 N/A			
7. City * Swedesboro		8. State * NJ	9. Postal code * 08085
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 856-769-5280	13. Extension N/A	14. E-Mail address N/A	

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name § Ward	3. First (given) name § Theresa	4. Middle name(s) § L	
5. Address 1 § 685 US Hwy 15-501			
6. Address 2 N/A			
7. City § Carthage	8. State § NC	9. Postal code § 28327	
10. Country § UNITED STATES OF AMERICA	11. Province N/A		
12. Telephone number § 910-947-6004	13. Extension N/A	14. E-Mail address tward.nac@gmail.com	
15. Law firm/Business name § National Agricultural Consultants LLC	16. Law firm/Business FEIN § [redacted]		
17. State Bar number (only if attorney) § N/A	18. State of highest court where attorney is in good standing (only if attorney) § N/A		
19. Name of the highest court where attorney is in good standing (only if attorney) § N/A			

F. Job Offer Information

a. Job Description

1. Job Title * Farmworker; Diversified	
2. Number of hours of work per week Basic *: 40 Overtime: 0	3. Hourly Work Schedule * A.M. (h:mm): 7 : 00 P.M. (h:mm): 3 : 00
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § 0

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

Workers will perform a variety of duties with harvesting vegetable crops grown by employer See 9142 attachments for more complete details.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

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

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

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

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

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

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

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
3	verifiable experience harvesting a perishable crop

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

SEE ADDENDUM

Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers

c. Place of Employment Information

1. Worksite address 1 *
29 Vestry Rd

2. Address 2
N/A

3. City *	4. County *
Swedesboro	Gloucester
5. State/District/Territory * NJ	6. Postal code * 08085
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

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

1. New jersey Other see attached spreadsheet all of which are owned/leased by employer.
2. New jersey Other employer provides daily transportation from main location to each work site.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 11 . 29 To (Optional): $ 0 . 00	From: $ 0 . 00 To (Optional): $ 0 . 00

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

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

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §

SEE ADDENDUM

In the event that the Department of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
New Jersery Department of Employment & Workforce

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
NJ0982022	02/12/2014	07/27/2015

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

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. TBA	From:	To:
5. N/A	From:	To:

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

Attempt to re-contact former workers
Advertise in local newspaper
Advertise by word of mouth
Publicize through employment service
Solicit help through Ag Extension and Farm Bureau.

The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.135.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

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

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

J. Preparer

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

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

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

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

This certification is valid from 04/13/2015 to 10/10/2015.

William [signature]
Department of Labor, Office of Foreign Labor Certification

03/13/2015
Determination Date (date signed)

H-300-15056-056255
Case number

CERTIFIED
Case Status

L. Public Burden Statement 1205-0466

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

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

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142A, and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached a Letter of Representation from the employer. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Ward	Theresa	L
4. Firm/Business name National Agricultural Consultants LLC		
5. E-Mail address tward.nac@gmail.com		
6. Signature		7. Date signed

B. Employer Declaration

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

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The worksite for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.
3. The job opportunity is and will continue to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is the highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new Adverse Effect Wage Rate is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the NPC (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate.
6. There are no U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section B.5 of ETA Form 9142A.
7. All fees associated with processing the temporary labor certification will be paid in a timely manner.

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

8. During the period of employment that is the subject of the labor certification application, the employer:
   (i) Will comply with applicable Federal, State and local employment-related laws and regulations, including health and safety laws;
   (ii) Will provide for or secure housing for workers who are not reasonably able to return to their permanent residence at the end of the work day that complies with the applicable local, State, or Federal standards and guidelines for housing without charge to the worker;
   (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification;
   (iv) Will provide insurance, without charge to the worker, under a State workers' compensation law or otherwise, that meets the requirements of 20 CFR 655.122(e).
   (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(h)) and the employer's worksite without cost to the worker.

9. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.

10. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

11. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees...

12. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
   (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
   (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
   (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
   (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
   (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.

13. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 12(i) through (v) listed above.

14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.

15. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.

16. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
   (i) The H-2A Labor Contractor has provided a copy of the MSPA Farm Labor Contractor (FLC) certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
   (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, a description of the crops and activities the workers are expected to perform at such fixed site, and copies of the fully-executed work contracts with each fixed-site agricultural business so identified;
   (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

(iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155; and

(v) Where the fixed-site agricultural business(es) will provide housing or transportation to the workers, proof that:

a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d);

b. All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and that it will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and

c. Certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby acknowledge that the agent or attorney identified in section E (if any) of the ETA Form 9142A and section A above is authorized to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

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

1. Last (family) name	2. First (given) name	3. Middle initial
Marino Jr	Russell	James
4. Title		
Owner/Manager		
5. Signature		6. Date signed

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.b.5: Special Requirements

must be able to bend, stoop, sit and stand on feet for long periods of time. Must be physically able to meet and perform all job specifications stated in job order, including lifting between 35-75 lbs. Must be able to work in hot humid weather for extended periods of time. Workers are also subject to random drug testing at no cost to employee. All drug testing will occur after the worker begins his or her employment. Failing or refusing a drug test will have a negative result in your employment status. See attachment for more complete details.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION G.3: Additional Wage Information

employers discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

Attachments to ETA 9142

F A 3: Starting and ending times may vary according to weather and crop conditions. If a worker is offered and agrees to work more than the scheduled hours during any work day, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

F A 5: Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches; Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules c) fails after completing the training period to perform the work as specified in Item F-5 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to keep up with fellow workers. h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire

policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

Comodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zuchinni	$1.00	Packed out 1/2bu equivlent
Pickles	$1.50	Packed out 1.0bu eqivlent
Cucumber	$1.00	Packed out 1 1/9bu equivlent
Eggplant	$0.60	Packed out 1 1/9bu equivlent
Pepper	$0.60	Packed out 1 1/9bu equivlent
Peaches	Hourly + POB	Packed out 1/2bu equivlent

*POB= Packed Out Bonus

All jobs performed hourly will be copensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

***Use of the masculine pronoun herein is for convenience of reference only.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

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

A. Employment-Based Nonimmigrant Visa Information

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

B. Temporary Need Information

1. Job Title * Farmworker; Diversified		
2. SOC (ONET/OES) code * 45-2092	3. SOC (ONET/OES) occupation title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * (mm/dd/yyyy) 06/01/2015	6. End Date * (mm/dd/yyyy) 10/10/2015

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

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

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

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

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

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

9. Statement of Temporary Need *

N/A

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

C. Employer Information

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

1. Legal business name * Sun Valley Orchards LLC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 29 Vestry Rd		
4. Address 2 N/A		
5. City * Swedesboro	6. State * NJ	7. Postal code * 08085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 856-769-5280	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * [redacted]	13. NAICS code (must be at least 4-digits) * 111339	
14. Number of non-family full-time equivalent employees [redacted]	15. Annual gross revenue	16. Year established N/A

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

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

D. Employer Point of Contact Information

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

1. Contact's last (family) name * Marino Jr	2. First (given) name * Russell	3. Middle name(s) * James	
4. Contact's job title * Owner/Manager			
5. Address 1 * 29 Vestry Rd			
6. Address 2 N/A			
7. City * Swedesboro		8. State * NJ	9. Postal code * 08085
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 856-769-5280	13. Extension N/A	14. E-Mail address N/A	

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Ward	Theresa	L	
5. Address 1 § 685 US Hwy 15-501			
6. Address 2 N/A			
7. City § Carthage	8. State § NC	9. Postal code § 28327	
10. Country § UNITED STATES OF AMERICA	11. Province N/A		
12. Telephone number § 910-947-6004	13. Extension N/A	14. E-Mail address tward.nac@gmail.com	
15. Law firm/Business name § National Agricultural Consultants LLC		16. Law firm/Business FEIN § [redacted]	
17. State Bar number (only if attorney) § N/A		18. State of highest court where attorney is in good standing (only if attorney) § N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) § N/A			

F. Job Offer Information

a. Job Description

1. Job Title * Farmworker; Diversified		
2. Number of hours of work per week Basic *: 40 Overtime: 0	3. Hourly Work Schedule * A.M. (h:mm): 7 : 00 P.M. (h:mm): 3 : 00	
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § 0	
5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. * Workers will perform a variety of duties with harvesting vegetable crops grown by employer See 9142 attachments for more complete details.		

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

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

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

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

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

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

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

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
3	verifiable experience harvesting a perishable crop

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

SEE ADDENDUM

Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers

c. Place of Employment Information

1. Worksite address 1 *
29 Vestry Rd

2. Address 2
N/A

3. City *	4. County *
Swedesboro	Gloucester
5. State/District/Territory *	6. Postal code *
NJ	08085
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

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

1. New jersey Other see attached spreadsheet
2. New jersey Other all of which are owned/leased by employer.
3. New jersey Other employer provides daily transportation from main location to each work site.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 11 . 29 To (Optional): $ 0 . 00	From: $ 0 . 00 To (Optional): $ 0 . 00

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

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

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §

SEE ADDENDUM

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
New Jersey Department of Employment & Workforce

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
NJ0994838	04/02/2015	08/05/2015

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

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. TBA	From:	To:
5. N/A	From:	To:

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

Attempt to re-contact former workers.
Advertise in local newspaper.
Advertise by word of mouth.
Publicize through employment service.
Solicit help through Ag Extension and Farm Bureau.

The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.135.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

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

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

J. Preparer

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

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

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

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

This certification is valid from 06/01/2015 to 10/10/2015.

William [signature]
Department of Labor, Office of Foreign Labor Certification

05/01/2015
Determination Date (date signed)

H-300-15106-786261
Case number

CERTIFIED
Case Status

L. Public Burden Statement 1205-0466

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

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

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142A, and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached a Letter of Representation from the employer. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Ward	Theresa	L
4. Firm/Business name National Agricultural Consultants LLC		
5. E-Mail address tward.nac@gmail.com		
6. Signature		7. Date signed

B. Employer Declaration

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

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The worksite for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.
3. The job opportunity is and will continue to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is the highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new Adverse Effect Wage Rate is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the NPC (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate.
6. There are no U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section B.5 of ETA Form 9142A.
7. All fees associated with processing the temporary labor certification will be paid in a timely manner.

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

8. During the period of employment that is the subject of the labor certification application, the employer:
   (i) Will comply with applicable Federal, State and local employment-related laws and regulations, including health and safety laws;
   (ii) Will provide for or secure housing for workers who are not reasonably able to return to their permanent residence at the end of the work day that complies with the applicable local, State, or Federal standards and guidelines for housing without charge to the worker;
   (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification;
   (iv) Will provide insurance, without charge to the worker, under a State workers' compensation law or otherwise, that meets the requirements of 20 CFR 655.122(e).
   (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(h)) and the employer's worksite without cost to the worker.

9. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.

10. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

11. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees...

12. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
   (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
   (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
   (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
   (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
   (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.

13. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 12(i) through (v) listed above.

14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.

15. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.

16. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
   (i) The H-2A Labor Contractor has provided a copy of the MSPA Farm Labor Contractor (FLC) certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
   (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, a description of the crops and activities the workers are expected to perform at such fixed site, and copies of the fully-executed work contracts with each fixed-site agricultural business so identified;
   (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

(iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155; and
(v) Where the fixed-site agricultural business(es) will provide housing or transportation to the workers, proof that:
   a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d);
   b. All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and that it will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and
   c. Certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby acknowledge that the agent or attorney identified in section E (if any) of the ETA Form 9142A and section A above is authorized to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

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

1. Last (family) name	2. First (given) name	3. Middle initial
Marino Jr	Russell	James
4. Title		
Owner/Manager		
5. Signature		6. Date signed

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.b.5: Special Requirements

must be able to bend, stoop, sit and stand on feet for long periods of time. Must be physically able to meet and perform all job specifications stated in job order, including lifting between 35-75 lbs. Must be able to work in hot humid weather for extended periods of time. Workers are also subject to random drug testing at no cost to employee. All drug testing will occur after the worker begins his or her employment. Failing or refusing a drug test will have a negative result in your employment status.
see attachment for more complete details.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION G.3: Additional Wage Information

employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

Attachments to ETA 9142

F A 3: Starting and ending times may vary according to weather and crop conditions. If a worker is offered and agrees to work more than the scheduled hours during any work day, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

F A 5: Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. Is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules c) fails after completing the training period to perform the work as specified in Item F-5 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment. h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before

the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

Comodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zuchinni	$1.00	Packed out 1/2bu equivlent
Pickles	$1.50	Packed out 1.0bu eqivlent
Cucumber	$1.00	Packed out 1 1/9bu equivlent
Eggplant	$0.60	Packed out 1 1/9bu equivlent
Pepper	$0.60	Packed out 1 1/9bu equivlent
Peaches	Hourly + POB	Packed out 1/2bu equivlent

*POB= Packed Out Bonus

All jobs performed hourly will be copensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

***Use of the masculine pronoun herein is for convenience of reference only.**

Sun Valley Orchards 2015 Field Locations				
field location	**city**	**state**	**zip**	**county**
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

U.S. Department Labor
Employment and Training Administration

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

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

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

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

Sun Valley Orchards LLC
29 Vestry Rd
Swedesboro NJ 08085

C/O NAC
685 US Hwy 15 SC1
Carthage, NC 28327

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

[redacted]

b) Telephone Number / Número de Teléfono:
Employer (856) 769-5280
NAC (910) 947-6004

c) Fax Number / Número de Fax:
Employer: (856) 769-5211
NAC (910) 947-6006

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

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

29 Vestry Rd, Swedesboro, NJ 08085
See attached spreadsheet for additional worksites all of which are owned/leased by employer. Employer provides daily transportation from main location to each work site.

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

1329 Rt 45 South, Harrisonville, NJ 08085

a) Description of Housing / Descripción de la vivienda:

Block Building
Capacity: 170

[redacted] para USO ESTATAL

4. [redacted] Code / Código Industrial:

NAICS 11219

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

NJ0982022

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

Farmworkers and Laborers, Crop [45-2092.02]

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

One-Stop Career Center
215 Crown Point Road, Suite 200
Thorofare, NJ 08086

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

Manager: 856-384-3700

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

02/12/2015

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

07/27/2015

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

From / Desde: 04/13/2015 To / Hasta: 10/10/2015

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

40

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo 5 — Thursday / Jueves 7
Monday / Lunes 7 — Friday / Viernes 7
Tuesday / Martes 7 — Saturday / Sábado 0
Wednesday / Miércoles 7

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

7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varian Ver fijación a ETA 790 para detalles más completos

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

Employer / Empleador: Yes / Si ☐ No ☒

C-3

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

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Rental housing will comply with all applicable regulations.
SEE ETA 790 attachments

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. Alquiler de viviendas va a cumplir con todas las regulaciones aplicables **VEA ETA 790 fijaciones**

C-5A

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

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.
Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

SEE ETA 790 ATTACHMENTS FOR DETAILS.

para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de tranaporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores aliataron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.

VEA ETA 790 FIJACIONES PARA DETALLES.

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

Workers will harvest Asparagus, Zucchini, Pickles, Cucumbers, Eggplant, Peppers and peaches. Sometimes this will occur at top a 6ft ladder workers must take care when working a top ladders.
SEE ETA 790 ATTACHMENTS
Los trabajadores se cosecha Espárragos, calabacín, encurtidos, pepinos, berenjenas, pimientos y los melocotones. A veces esto ocurre en la parte superior un 6 pies escalera los trabajadores deben tener cuidado al trabajar una escalera.
VER ETA 790 ARCHIVOS ADJUNTOS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 verifiable experience harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See attachments for more details. La cosecha de una experiencia comprobable de cultivos perecederos. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de experiencia previa. Consulte los documentos adjuntos para obtener más detalles.
2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas (random)
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ DT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

C3c

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, etc.)	Deductions* Deducciones	Yes/Si	No	Pay Period / Periodo de Pago / /
Vegetables	$ 11.29	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
	$	$		Federal Tax / Impuestos Federales	☒	☐	
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
see attachments vea fijaciones							Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. **See Attachments for complete wage information.**
En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo en la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.
En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. **Vea Fijaciones para la información completa del sueldo.**

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. **SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.**

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

C-50

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

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

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

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

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

Yes/Si ☒ No ☐

see attached

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none/ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none/ninguno

C-3E

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

Yes/Sí ☐ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador. Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

RUSSELL MARINO JR OWNER/MANAGER

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

Employer's Signature / Firma y Título del Empleador

12/22-14

Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

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

PUBLIC BURDEN STATEMENT

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

DECLARACION DE CARGA PUBLICA

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

C-3F

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

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

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

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

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

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

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

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

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

Employer's Name Russell-Marino Jr Date: 12/22-14

Employer's Signature

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

C-3A

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/member will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employer: Sun Valley Orchards LLC; 29 Vestry Rd, Swedesboro NJ 08085. .

9. Anticipated dates of employment: 04/13/2015 until 10/10/2015.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday-Friday, and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when the changing of shifts is required. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude workers from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401.

15. Interested candidates should contact their local State Workforce Office to receive a copy of the ETA 790 and applicable attachments. Once the applicant has a copy of the job order they may apply directly to employer by calling (856) 769-5280 ext 7. Applicants are encouraged to fax applications or resumes to (856) 769-5213 **attn Farmworker Job**. Group interviews for local applicants will be held Tuesdays and Fridays from 8am – 11am. Applicants are encouraged to arrive 15-20 minutes early to complete/review an application packet at
29 Vestry Rd, Swedesboro NJ 08085.

All interstate (out of state) and intrastate (in state) applicants interested in this job offer should first contact the order holding office prior to contacting the employer for information and permission to refer. Workers should be fully apprised by their local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an

informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part of the interview process.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.**

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to

help someone out sporadically. Picking u... will be kept free of limbs, leaves or mushy frui.. ruit harvested specifically for sale at a roadside stand as fresh market specialty baskets,in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be determined by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

17. Wage Rates, Special Pay Information and Deductions: The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of $ 11.29 per hour. Employer will pay the highest of the AEWR, prevailing

wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Commodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zucchini	$1.00	Packed out 1/2bu equivalent
Pickles	$1.50	Packed out 1.0bu equivalent
Cucumber	$1.00	Packed out 1 1/9bu equivalent
Eggplant	$0.60	Packed out 1 1/9bu equivalent
Pepper	$0.60	Packed out 1 1/9bu equivalent
Peaches	Hourly + POB	Packed out 1/2bu equivalent

*POB= Packed Out Bonus

All jobs performed hourly will be compensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

All activities not listed as paid by piece rate will be paid by the hour.

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A). The employer will make the following deductions from the worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays

which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer workers to other comparable employment acceptable to workers. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). The payroll period shall be weekly. Workers will be paid weekly with a 1 week holding period.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.29 per hour for the first week, starting with the original anticipated date of need. 40 hrs x $11.29 = $451.60 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, beginning and ending times, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address and IRS identification number. Employer will abide by all regulations at 20 CFR 655.122(j)(k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers have completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be ~~$11.59~~ $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 665.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. If a worker choses to not use the employer arrange transportation then they will only be reimbursed for the transportation not included in the employer arranged (Mexican transportation, border crossing and daily subsistence.) In those circumstances, the grower will distribute the checks, as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower/association for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

24. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

28. Other Conditions of Employment:

A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 16 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to meet applicable production standards or keep up with fellow workers h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

C-3N

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

E). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.

Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended

N) The employer is committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying

offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

FARM, HARVESTING, AND FIELD FOOD SAFETY RULES

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
    a. Before and after working
    b. Before beginning work in a different area
    c. Before and after eating
    d. After visiting the restrooms, toilets and port-a-johns
    e. Before and after treating an open wound or cut
    f. Before and after treating an individual with a cut or wound
    g. After blowing of nose
    h. After touching the hair or face
    i. After sneezing or coughing
    j. After touching anything which can cause contamination or performing maintenance
    k. After any break
    l. After handling any dirty raw material or garbage
    m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.
14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.
15. No glass is allowed in any work areas.

Addendum - Sun Valley Orchards LLC

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Russell James Marino Jr. **Sun Valley Orchards LLC** 29 Vestry Rd Swedesboro, NJ, 08085 1-856-769-5280 Asparagus, Cucumbers, Eggplant, Peaches, Peppers, Zucchini	(8301)	200	4/13/15 10/10/15		Gloucester	190	40

Total Workers Employed	**200**
Total Housing Capacity	**190**
Total H2A Workers Requested	**40**
Total Employers	**1**

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame

Sun Valley Orchards 2015 Field Locations				
field location	**city**	**state**	**zip**	**county**
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

C-3R

U.S. Department Labor
Employment and Training Administration

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

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

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

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

Sun Valley Orchards LLC
29 Vestry Rd
Swedesboro NJ 08085

C/O NAC
685 US Hwy 15 501
Carthage, NC 28327

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

PII 2793

b) Telephone Number / Número de Teléfono:
Employer (856) 769-5280
NAC (910) 947-6004

c) Fax Number / Número de Fax:
Employer: (856) 769-5213
NAC (910) 947-6006

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

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

29 Vestry Rd, Swedesboro, NJ 08085
See attached spreadsheet for additional worksites
all of which are owned/leased by employer.
employer provides daily transportation from main location
to each work site.

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

1329 Rt 45 South, Harrisonville, NJ 08085

a) Description of Housing / Descripción de la vivienda:

Block Building
Capacity: 170

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

4. [illegible]
Code / Código Industrial:
11219

5. Job Order No. / Num. de Orden de Empleo:
NJ0994838

a. SOC (ONET/OES) Occupational Title / Titulo Ocupacional
Farmworkers and laborers-Crops-, 45-2092.02

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
One-Stop Career Center
215 Crown Point Rd
Thorofare NJ, 08088

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa)
Manager, 856-384-3700

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
04/02/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
08/05/2015

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:
From / Desde: 06/01/2015 To / Hasta: 10/10/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
60

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana Total: 40

Sunday / Domingo 5
Monday / Lunes 7
Tuesday / Martes 7
Wednesday / Miércoles 7
Thursday / Jueves 7
Friday / Viernes 7
Saturday / Sábado 0

12. Anticipated range of hours for different seasonal activities. / Rango previsto de horas par alas diferentes actividades de la temporada:
7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varian Ver fijación a ETA 790 para detalles más completos

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

Employer / Empleador: Yes / Si ☐ No ☒

C-4/A

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

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Rental housing will comply with all applicable regulations.
SEE ETA 790 attachments

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el periodo de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. Alquiler de viviendas va a cumplir con todas las regulaciones aplicables VEA ETA 790 fijaciones

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

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work. 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.
Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

SEE ETA 790 ATTACHMENTS FOR DETAILS.

para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.

VEA ETA 790 FIJACIONES PARA DETALLES.

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

Workers will harvest Asparagus, Zucchini, Pickles, Cucumbers, Eggplant, Peppers and peaches. Sometimes this will occur at top a 6ft ladder. Workers must take care when working a top ladders.
SEE ETA 790 ATTACHMENTS
Los trabajadores de cosecha Espárragos, calabacín, encurtidos, pepinos, berenjenas, pimientos y los melocotones. A veces esto ocurre en la parte superior un 6 pies escalera los trabajadores deben tener cuidado al trabajar una escalera.
VER ETA 790 ARCHIVOS ADJUNTOS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 verifiable experience harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See attachments for more details. La cosecha de una experiencia comprobable de cultivos perecederos. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de experiencia previa. Consulte los documentos adjuntos para obtener más detalles.
2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas (random)
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

C-4/c

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago
Vegetables	$ 11.29	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
	$	$		Federal Tax / Impuestos Federales	☒	☐	
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
see attachments vea fijaciones							Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. See Attachments for complete wage information.
En caso de que la Secretaria de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del periodo de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en mato, el empleador pagará el AEWR más alto, y mayo an la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.
En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. Vea Fijaciones para la información completa del sueldo.

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiaros, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

C-40

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

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

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐ Not applicable

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

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

Yes/Si ☒ No ☐

see attached

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechos a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none/ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none/ninguno

C-4/5

...is this job order to be filed in connection with a future Application for Temporary Employment Certification for H-2A w... ...s? / ¿Esta ... de empleo ... ...a ser presentada en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification. This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador. Esta orden de trabajo describe los términos y condiciones de empleo ... ...ertas y contiene todos los términos y condiciones materiales ofrecidos.

RESIDENT DIRECTOR / MANAGER
Employer's Printed Name & Title / Título en Letra de Molde del Empleador

Employer's ... Firma y Título del Empleador

12/12-14
Date / Fecha

READ CAREFULLY. In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange (that is, as a forum for bringing together employers and job seekers), neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

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

PUBLIC BURDEN STATEMENT
The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to ... ...ge 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The ... ...ed, and respondent ... ...ot required to respond to, a collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

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

C-4E

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

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

C-49

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

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

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

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

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

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

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

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

Employer's Name [illegible] Date: 12/22/14

Employer's Signature [signature]

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

C-4#

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/member will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employer. Sun Valley Orchards LLC; 29 Vestry Rd, Swedesboro NJ 08085. .

9. Anticipated dates of employment: 06/01/2015 until 10/10/2015.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday-Friday, and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when the changing of shifts is required. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude workers from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401.

15. Interested candidates should contact their local State Workforce Office to receive a copy of the ETA 790 and applicable attachments. Once the applicant has a copy of the job order they may apply directly to employer by calling (856) 769-5280 ext 7. Applicants are encouraged to fax applications or resumes to (856) 769-5213 **attn Farmworker Job**. Group interviews for local applicants will be held Tuesdays and Fridays from 8am – 11am. Applicants are encouraged to arrive 15-20 minutes early to complete/review an application packet at 29 Vestry Rd, Swedesboro NJ 08085.

All interstate (out of state) and intrastate (in state) applicants interested in this job offer should first contact the order holding office prior to contacting the employer for information and permission to refer. Workers should be fully apprised by their local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and intrastate (in state)

C-4I

candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part of the interview process.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.**

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to

C-45

help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be determined by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

17. Wage Rates, Special Pay Information and Deductions: The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of $ 11.29 per hour. Employer will pay the highest of the AEWR, prevailing

C-9K

wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Commodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zucchini	$1.00	Packed out 1/2bu equivalent
Pickles	$1.50	Packed out 1.0bu equivalent
Cucumber	$1.00	Packed out 1 1/9bu equivalent
Eggplant	$0.60	Packed out 1 1/9bu equivalent
Pepper	$0.60	Packed out 1 1/9bu equivalent
Peaches	Hourly + POB	Packed out 1/2bu equivalent

*POB= Packed Out Bonus

All jobs performed hourly will be compensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

All activities not listed as paid by piece rate will be paid by the hour.

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A). The employer will make the following deductions from the worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays

C-4

which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer workers to other comparable employment acceptable to workers. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). The payroll period shall be weekly. Workers will be paid weekly with a 1 week holding period.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.29 per hour for the first week, starting with the original anticipated date of need. 40 hrs x $11.29 = $451.60 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, beginning and ending times, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address and IRS identification number. Employer will abide by all regulations at 20 CFR 655.122(j)(k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers have completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

C-4M

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. If a worker choses to not use the employer arrange transportation then they will only be reimbursed for the transportation not included in the employer arranged (Mexican transportation, border crossing and daily subsistence.) In those circumstances, the grower will distribute the checks, as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower/association for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

24. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

28. Other Conditions of Employment:

A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 16 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to meet applicable production standards or keep up with fellow workers h) falsifies identification, personnel, medical, production or other work related records, I) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

C-4/N

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

E). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.

Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended

N) The employer is committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying

C40

offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

FARM, HARVESTING, AND FIELD FOOD SAFETY RULES

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
    a. Before and after working
    b. Before beginning work in a different area
    c. Before and after eating
    d. After visiting the restrooms, toilets and port-a-johns
    e. Before and after treating an open wound or cut
    f. Before and after treating an individual with a cut or wound
    g. After blowing of nose
    h. After touching the hair or face
    i. After sneezing or coughing
    j. After touching anything which can cause contamination or performing maintenance
    k. After any break
    l. After handling any dirty raw material or garbage
    m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.
14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.
15. No glass is allowed in any work areas.

C-4p

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

H24

Run: 185
Status: Calculated
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:38:18

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11436

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2024	Carlos Cruz Reyes SSN: PII -1093									
	71.76	810.12	.00	.00	.00	.00	.00	.00	.00	810.12
2025	Yreneo C Lopez Carrera SSN: P -1895									
	72.00	812.92	.00	.00	.00	.00	.00	.00	.00	812.92
2026	Saul Sanchez Villasenor SSN: PII -5599									
	72.00	812.89	.00	.00	.00	.00	.00	.00	.00	812.89
2027	Ruben Leon Hernandez SSN: PII -3718									
	70.75	798.77	.00	.00	.00	.00	.00	.00	.00	798.77
2028	Modesto E Lopez Carrera SSN: PII -8713									
	73.51	829.87	.00	.00	.00	.00	.00	.00	.00	829.87
2029	Amadeo Gonzalez Jaimes SSN: - -									
	71.01	801.66	.00	.00	.00	.00	.00	.00	.00	801.66
2030	Mateo Rios Bautista SSN: PII -6608									
	71.75	822.51	.00	.00	.00	.00	.00	.00	.00	822.51
2031	German Arias Maya SSN: PII -3170									
	71.75	822.50	.00	.00	.00	.00	.00	.00	.00	822.50
2032	Geovani de Jesus Del Angel Salas SSN: PII -8571									
	60.74	685.77	.00	.00	.00	.00	.00	.00	.00	685.77
2033	Francisco J Pinon Rangel SSN: PII -9929									
	71.75	822.40	.00	.00	.00	.00	.00	.00	.00	822.40
2034	Cesar Martinez Arellano SSN: - -									
	73.01	824.36	.00	.00	.00	.00	.00	.00	.00	824.36
2036	Alejandro Sanchez Villasenor SSN: PII -9207									
	71.75	810.07	.00	.00	.00	.00	.00	.00	.00	810.07
2037	Eduardo De La Cruz Martinez SSN: PII -3012									
	61.75	709.61	.00	.00	.00	.00	.00	.00	.00	709.61
2038	Armando Rodriguez Jaimes SSN: PII -0299									
	76.01	858.11	.00	.00	.00	.00	.00	.00	.00	858.11
2055	Efrain Martinez Arellano SSN: PII -2957									
	73.26	827.14	.00	.00	.00	.00	.00	.00	.00	827.14
2056	Humberto Zavala Jaimes SSN: PII -3914									
	72.75	824.93	.00	.00	.00	.00	.00	.00	.00	824.93
2073	Jose Martinez Paulino SSN: PII -2002									
	61.75	709.46	.00	.00	.00	.00	.00	.00	.00	709.46
2081	Demetrio Garcia Olarte SSN: - -									
	62.00	700.05	.00	.00	.00	.00	.00	.00	.00	700.05
2115	Alfredo Galindo Reyes SSN: - -									
	71.00	804.18	.00	.00	.00	.00	.00	.00	.00	804.18
2116	Carlos E Magallanes Hernandez SSN: - -									
	72.25	818.07	.00	.00	.00	.00	.00	.00	.00	818.07
2117	David Flores Flores SSN: - -									
	71.75	810.06	.00	.00	.00	.00	.00	.00	.00	810.06
2118	Eliseo Aguilar Caldera SSN: - -									
	70.76	801.36	.00	.00	.00	.00	.00	.00	.00	801.36
2119	Esteban Mendoza Soto SSN: - -									
	72.01	813.01	.00	.00	.00	.00	.00	.00	.00	813.01

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 185
Status: Calculated
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:38:18

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11436

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2120	Gabriel Lugo Morales SSN: - -									
	71.02	804.11	.00	.00	.00	.00	.00	.00	.00	804.11
2121	Griseldo Cervantes Aguilar SSN: - -									
	71.99	812.86	.00	.00	.00	.00	.00	.00	.00	812.86
2122	Honorato Galindo Cervantes SSN: - -									
	70.75	801.10	.00	.00	.00	.00	.00	.00	.00	801.10
2123	Irineo Aguilar Marques SSN: - -									
	71.75	810.10	.00	.00	.00	.00	.00	.00	.00	810.10
2124	J Santos Soto Gurrola SSN: - -									
	71.00	803.92	.00	.00	.00	.00	.00	.00	.00	803.92
2125	Juan E Galindo Cervantes SSN: - -									
	64.75	731.01	.00	.00	.00	.00	.00	.00	.00	731.01
2126	Juan M Cumplido Aguilar SSN: - -									
	63.77	722.24	.00	.00	.00	.00	.00	.00	.00	722.24
2127	Manuel Martinez Cervantes SSN: - -									
	71.99	812.81	.00	.00	.00	.00	.00	.00	.00	812.81
2128	Norberto Garcia Cervantes SSN: - -									
	70.99	804.05	.00	.00	.00	.00	.00	.00	.00	804.05
2129	Oscar J Blanco Aguilar SSN: - -									
	70.75	801.33	.00	.00	.00	.00	.00	.00	.00	801.33
2130	Rafael Cervantes Cumplido SSN: - -									
	71.74	809.99	.00	.00	.00	.00	.00	.00	.00	809.99
2131	Rogelio De La Cruz Morales SSN: - -									
	71.01	801.67	.00	.00	.00	.00	.00	.00	.00	801.67
2132	Trinidad Aguilar Soto SSN: - -									
	70.75	801.38	.00	.00	.00	.00	.00	.00	.00	801.38
2140	Pedro Chargoy Escudero SSN: - -									
	71.75	822.43	.00	.00	.00	.00	.00	.00	.00	822.43
2141	Alvaro Vargas Venegas SSN: - -									
	71.75	822.50	.00	.00	.00	.00	.00	.00	.00	822.50
2142	Aramndo Tapia Barbosa SSN: - -									
	72.00	812.89	.00	.00	.00	.00	.00	.00	.00	812.89
2143	Alejandro Romero Arrendondo SSN: - -									
	71.75	822.47	.00	.00	.00	.00	.00	.00	.00	822.47
2144	Jose L Silva Lopez SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2146	Gustavo Cuellar Romero SSN: - -									
	71.00	814.02	.00	.00	.00	.00	.00	.00	.00	814.02
2147	Oscar R Franco Varga SSN: - -									
	10.75	121.40	.00	.00	.00	.00	.00	.00	.00	121.40
2149	Martin Hurtado Olvera SSN: - -									
	70.76	798.87	.00	.00	.00	.00	.00	.00	.00	798.87
2152	Luis A Hernandez Zavala SSN: - -									
	71.75	822.47	.00	.00	.00	.00	.00	.00	.00	822.47
2153	Luis A Luna Gonzalez SSN: - -									
	71.00	804.16	.00	.00	.00	.00	.00	.00	.00	804.16

DOL00703

AR - 0274

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 185
Status: Calculated
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:38:18

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11436

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2154	Adan Godinez Barcenas SSN: - -									
	71.75	822.50	.00	.00	.00	.00	.00	.00	.00	822.50
2155	Nicolas Arroyo Alonso SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2156	Jose M Jacobo Ramirez SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2157	Erick G Garcia Cardos SSN: - -									
	71.75	822.48	.00	.00	.00	.00	.00	.00	.00	822.48
2159	Juan Ramirez Chavez SSN: - -									
	71.50	819.67	.00	.00	.00	.00	.00	.00	.00	819.67
2160	Miguel A Elizondo Soto SSN: - -									
	10.75	121.36	.00	.00	.00	.00	.00	.00	.00	121.36
2161	Pedro Zavalz Almanza SSN: - -									
	71.74	822.41	.00	.00	.00	.00	.00	.00	.00	822.41
2164	Rodrigo Raya Tapia SSN: - -									
	41.25	478.12	.00	.00	.00	.00	.00	.00	.00	478.12
2165	Vicente Lara Amador SSN: - -									
	72.52	843.44	.00	.00	.00	.00	.00	.00	.00	843.44
2166	Omar Garcia Ramiez SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2168	Armando Guillen Segovia SSN: - -									
	73.03	824.50	.00	.00	.00	.00	.00	.00	.00	824.50
2169	Jose M Villasenor Vargas SSN: - -									
	66.26	748.13	.00	.00	.00	.00	.00	.00	.00	748.13
2170	Ricardo Santoyo Castro SSN: - -									
	71.00	801.67	.00	.00	.00	.00	.00	.00	.00	801.67
2185	Daniel Aponte Rodriguez SSN: PII -9918									
	31.00	349.99	.00	.00	.00	.00	.00	.00	.00	349.99
2186	Carlos R Justiniano Soto SSN P -2634									
	23.00	259.67	.00	.00	.00	.00	.00	.00	.00	259.67
2187	Johnny Aponte Rodriguez SSN: PII -1170									
	39.50	445.96	.00	.00	.00	.00	.00	.00	.00	445.96
Total:	4,113.89	46,737.46	.00	.00	.00	.00	.00	.00	.00	46,737.46



Another Quality software from Orange Enterprises, Inc.

H2A

(Employee Crew IN ('Agustin H2A') AND Date In is between '6/24/2015 12:00 AM' AND '6/30/2015 11:59 PM' AND Employee NOT IN ('Garcia Raya, Jorge Luis Alberto', 'Vallejo Roja Nocolas'))

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					43	43					118.76
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
2118 Aguilar Caldera, Eliseo Tota		06/24/15 - 06/30/15	70.75	70.75			11.29	798.78	320	320			1.01	323.85	801.31
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					72	72					121.37
2123 Aguilar Marques, Irineo		06/24/15 - 06/30/15	71.75	71.75			11.25	807.54	343	343			1.01	346.85	810.07
Total:															
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					43	43					118.76
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
Employee Count:	**3**	**Job Card Count:**	**64**												**1**

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2132 Aguilar Soto, Trinidad Total		06/24/15 - 06/30/15	70.75	70.75			11.29	798.78	319	319			1.01	323.00	801.30
6/27/2015	Saturday		9.00	9.00											101.61
6/28/2015	Sunday		11.00	11.00											124.19
6/29/2015	Monday		11.00	11.00											124.19
2185 Aponte Rodriguez, Daniel Total:		06/27/15 - 06/29/15	31.00	31.00			11.29	349.99					0.00	0.00	349.99
6/27/2015	Saturday		9.00	9.00											101.61
6/28/2015	Sunday		11.00	11.00											124.19
6/29/2015	Monday		11.00	11.00											124.19
6/30/2015	Tuesday		8.50	8.50											95.97
2187 Aponte Rodriguez, Johnny Total:		06/27/15 - 06/30/15	39.50	39.50			11.29	445.96					0.00	0.00	445.96
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					94	94					133.78
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.61
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					28	28					121.36
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2031 Arias Maya, German Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.05	260	260			1.16	301.58	822.46
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.78
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2155 Arroyo Alonso, Nicolas Tota		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	259	259			1.16	299.68	822.48
6/24/2015	Wednesday		10.75	10.75					84	84					121.37

Employee Count: 8 **Job Card Count:** 109

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/25/2015	Thursday		10.50	10.50					43	43					118.76
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
2129 Blanco Aguilar, Oscar Javie Total:		06/24/15 - 06/30/15	70.75	70.75			11.29	798.76	320	320			1.01	323.20	801.29
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					30	30					118.54
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.35
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2121 Cervantes Aguilar, Griseldo Total:		06/24/15 - 06/30/15	72.00	72.00			11.25	810.33	338	338			1.01	341.97	812.85
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					13	13					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2130 Cervantes Cumplido, Rafael Total:		06/24/15 - 06/30/15	71.75	71.75			11.26	807.54	343	343			1.01	347.02	810.06
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.72
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08

Employee Count: 11 **Job Card Count:** 184

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2140 Chargoy Escudero, Pedro Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	260	260			1.16	300.83	822.42
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.50	10.50					32	32					118.55
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.21
2024 Cruz Reyes, Carlos Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.08	384	384			1.00	384.39	810.08
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.00	9.00					25	25					101.61
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.91
2146 Cuellar Romero, Gustavo Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.62	259	259			1.16	299.73	814.00
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					56	56					118.55
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.80
6/28/2015	Sunday		2.75	2.75											31.05
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		9.75	9.75					60	60					112.37
2126 Cumplido Aguilar, Juan Manuel Total:		06/24/15 - 06/30/15	63.75	63.75			11.29	719.54	295	295			1.00	294.56	722.06

Employee Count: 15 **Job Card Count:** 244

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.00	10.00					10	10					112.91
2037 De La Cruz Martinez, Eduardo Total:		06/24/15 - 06/30/15	61.75	61.75			11.29	697.18	231	231			1.17	269.31	709.56
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.91
2131 De La Cruz Morales, Rogelio Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.61	370	370			1.00	370.14	801.61
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/26/2015	Friday		10.75	10.75					50	50					121.38
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.07
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2032 Del Angel Salas, Geovani de Jesus Total:		06/24/15 - 06/30/15	60.75	60.75			11.29	685.89	165	165			1.25	206.60	685.89
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
2160 Elizondo Soto, Miguel Angel Total:		06/24/15 - 06/24/15	10.75	10.75			11.29	121.36	39	39			1.50	58.97	121.36
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.75	10.75					56	56					121.36

Employee Count: 19 **Job Card Count:** 301

5

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					13	13					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					75	75					121.38
2117 Flores Flores, David Total:		06/24/15 - 06/30/15	71.75	71.75			11.25	807.40	348	348			1.01	351.62	810.07
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
2147 Franco Varga, Oscar Raul Total:		06/24/15 - 06/24/15	10.75	10.75			11.29	121.38	84	84			1.00	83.72	121.38
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
2122 Galindo Cervantes, Honorat Total:		06/24/15 - 06/30/15	70.75	70.75			11.29	798.55	332	332			1.01	335.66	801.07
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.75	10.75					56	56					121.36
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		3.25	3.25											36.69
6/30/2015	Tuesday		10.75	10.75					75	75					121.38
2125 Galindo Cervantes, Juan Ernesto Total:		06/24/15 - 06/30/15	64.75	64.75			11.25	728.36	301	301			1.01	305.05	731.03
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					43	43					118.76
6/26/2015	Friday		10.50	10.50					35	35					118.54

Employee Count: 23 **Job Card Count:** 371 6

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					37	37					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
2115 Galindo Reyes, Alfredo Tota		06/24/15 - 06/30/15	71.00	71.00			11.29	801.61	320	320			1.01	323.61	804.13
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.78
6/26/2015	Friday		10.75	10.75					48	48					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.91
2157 Garcia Cardos, Erick Guadalupe Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.09	258	258			1.16	299.62	822.50
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					43	43					118.76
6/26/2015	Friday		10.50	10.50					35	35					118.5
6/27/2015	Saturday		9.00	9.00					13	13					101.6
6/28/2015	Sunday		9.75	9.75					38	38					110.0
6/29/2015	Monday		10.75	10.75					47	47					121.3
6/30/2015	Tuesday		9.75	9.75					60	60					112.3
2128 Garcia Cervantes, Norberto Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.57	320	320			1.01	324.02	804.1
6/24/2015	Wednesday		10.00	10.00					65	65					112.9
6/25/2015	Thursday		10.50	10.50					32	32					118.5
6/26/2015	Friday		10.75	10.75					71	71					121.3
6/27/2015	Saturday		9.00	9.00					35	35					101.6
6/29/2015	Monday		10.75	10.75					48	48					121.3
6/30/2015	Tuesday		11.00	11.00					83	83					124.1
2081 Garcia Olarte, Demetrio Total:		06/24/15 - 06/30/15	62.00	62.00			11.29	699.98	334	334			1.00	333.65	699.9

Employee Count: 27 **Job Card Count:** 436

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.78
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2166 Garcia Ramiez, Omar Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	259	259			1.16	299.68	822.48
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2154 Godinez Barcenas, Adan Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	260	260			1.16	301.19	822.45
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.91
2029 Gonzalez Jaimes, Amadeo Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.61	370	370			1.00	370.47	801.61
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					58	58					118.55
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.80
6/28/2015	Sunday		9.75	9.75					37	37					110.07

Employee Count: 30 **Job Card Count:** 504 8

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/29/2015	Monday		11.50	11.50					47	47					129.85
6/30/2015	Tuesday		11.25	11.25					77	77					127.01
2168 Guillen Segovia, Armando Total:		06/24/15 - 06/30/15	73.00	73.00			11.25	821.51	350	350			1.01	353.99	824.20
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.8
6/26/2015	Friday		10.75	10.75					48	48					121.3
6/27/2015	Saturday		9.00	9.00					14	14					101.6
6/28/2015	Sunday		9.75	9.75					26	26					110.0
6/29/2015	Monday		10.75	10.75					28	28					121.3
6/30/2015	Tuesday		10.00	10.00					10	10					112.9
2152 Hernandez Zavala, Luis Alberto Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	259	259			1.16	300.00	822.5
6/24/2015	Wednesday		10.00	10.00					65	65					112.9
6/25/2015	Thursday		10.50	10.50					32	32					118.5
6/26/2015	Friday		10.75	10.75					71	71					121.3
6/27/2015	Saturday		9.00	9.00					35	35					101.6
6/28/2015	Sunday		9.75	9.75					51	51					110.0
6/29/2015	Monday		10.75	10.75					48	48					121.3
6/30/2015	Tuesday		10.00	10.00					69	69					112.9
2149 Hurtado Olvera, Martin Total:		06/24/15 - 06/30/15	70.75	70.75			11.29	798.79	370	370			1.00	370.36	798.7
6/24/2015	Wednesday		10.75	10.75					39	39					121.3
6/25/2015	Thursday		10.75	10.75					93	93					133.7
6/26/2015	Friday		10.75	10.75					50	50					121.3
6/27/2015	Saturday		9.00	9.00					14	14					101.6
6/28/2015	Sunday		9.75	9.75					26	26					110.0
6/29/2015	Monday		10.75	10.75					28	28					121.3
6/30/2015	Tuesday		10.00	10.00					10	10					112.9
2156 Jacobo Ramirez, Jose Manuel Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.09	260	260			1.16	301.45	822.4

Employee Count: 34 **Job Card Count:** 560

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/27/2015	Saturday		9.00	9.00											101.61
6/28/2015	Sunday		11.00	11.00											124.19
6/30/2015	Tuesday		3.00	3.00											33.87
2186 Justiniano Soto, Carlos Ruben Total:		06/27/15 - 06/30/15	23.00	23.00			11.29	259.67					0.00	0.00	259.67
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		11.00	11.00					13	13					124.20
6/26/2015	Friday		11.00	11.00					30	30					124.19
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		10.25	10.25					36	36					115.73
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		10.75	10.75					256	256					146.07
2165 Lara Amador, Vicente Total		06/24/15 - 06/30/15	72.50	72.50			11.29	818.56	477	477			0.78	370.78	843.26
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.50	10.50					32	32					118.55
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2027 Leon Hernandez, Ruben Total:		06/24/15 - 06/30/15	70.75	70.75			11.29	798.77	370	370			1.00	370.42	798.77
6/24/2015	Wednesday		11.25	11.25					28	28					127.03
6/25/2015	Thursday		11.00	11.00					32	32					124.19
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.19
2028 Lopez Carrera, Modesto Edilberto Total:		06/24/15 - 06/30/15	73.50	73.50			11.29	829.83	348	348			1.00	347.65	829.83

Employee Count: 38 **Job Card Count:** 622

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.19
2025 Lopez Carrera, Yreneo Colo Total:		06/24/15 - 06/30/15	72.00	72.00			11.29	812.88	384	384			1.00	384.37	812.88
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		9.75	9.75					60	60					112.37
2120 Lugo Morales, Gabriel Total		06/24/15 - 06/30/15	71.00	71.00			11.29	801.40	333	333			1.01	336.15	803.92
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					43	43					118.76
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
2153 Luna Gonzalez, Luis Antonic Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.61	320	320			1.01	323.85	804.13
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		11.75	11.75					5	5					132.65
6/26/2015	Friday		10.50	10.50					30	30					118.54
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.08

Employee Count: 41 **Job Card Count:** 697 11

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		9.75	9.75					60	60					112.37
2116 Magallanes Hernandez, Carlos Eduardo Total:		06/24/15 - 06/30/15	72.25	72.25			11.29	815.69	277	277			1.01	280.69	817.99
6/24/2015	Wednesday		10.50	10.50					84	84					118.54
6/25/2015	Thursday		11.75	11.75					5	5					132.65
6/26/2015	Friday		11.00	11.00					30	30					124.19
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		10.25	10.25					36	36					115.73
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		10.75	10.75					72	72					121.37
2055 Martinez Areliano, Efrain Total:		06/24/15 - 06/30/15	73.25	73.25			11.26	824.69	285	285			1.01	288.58	827.00
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		11.50	11.50					5	5					129.83
6/26/2015	Friday		11.00	11.00					30	30					124.19
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		10.25	10.25					36	36					115.73
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		10.75	10.75					72	72					121.37
2034 Martinez Arellano, Cesar Total:		06/24/15 - 06/30/15	73.00	73.00			11.26	821.88	284	284			1.01	287.79	824.19
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.75	10.75					56	56					121.36
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2127 Martinez Cervantes, Manuel Total:		06/24/15 - 06/30/15	72.00	72.00			11.26	810.36	344	344			1.01	347.47	812.88

Employee Count: 45 **Job Card Count:** 767

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					93	93					133.72
6/26/2015	Friday		10.75	10.75					50	50					121.38
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2073 Martinez Paulino, Jose Tota		06/24/15 - 06/30/15	61.75	61.75			11.29	697.19	232	232			1.17	271.01	709.54
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2119 Mendoza Soto, Esteban Tota		06/24/15 - 06/30/15	72.00	72.00			11.26	810.39	344	344			1.01	347.53	812.91
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					93	93					133.72
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.91
2033 Pinon Rangel, Francisco Javier Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.08	258	258			1.16	299.39	822.43
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.78
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.00	10.00					10	10					112.90

Employee Count: 48 **Job Card Count:** 834 13

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2159 Ramirez Chavez, Juan Total		06/24/15 - 06/30/15	71.50	71.50			11.29	807.25	257	257			1.16	298.31	819.66
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.81
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
2164 Raya Tapia, Rodrigo Total:		06/24/15 - 06/27/15	41.25	41.25			11.29	465.72	195	195			1.17	228.43	478.16
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.07
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2030 Rios Bautista, Mateo Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.06	260	260			1.16	301.08	822.44
6/24/2015	Wednesday		10.50	10.50					84	84					118.54
6/25/2015	Thursday		10.75	10.75					61	61					121.37
6/26/2015	Friday		11.25	11.25					36	36					127.01
6/27/2015	Saturday		8.75	8.75					12	12					98.80
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		13.75	13.75					45	45					155.24
6/30/2015	Tuesday		11.25	11.25					77	77					127.01
2038 Rodriguez Jaimes, Armando Total:		06/24/15 - 06/30/15	76.00	76.00			11.26	855.39	354	354			1.01	357.76	858.05
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.81
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90

Employee Count: 52 **Job Card Count:** 899 14

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2143 Romero Arrendondo, Alejandro Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.08	261	261			1.16	301.70	822.52
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		11.50	11.50					32	32					129.84
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.07
6/29/2015	Monday		10.75	10.75					48	48					121.36
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2036 Sanchez Villasenor, Alejandro Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.04	371	371			1.00	370.89	810.04
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		11.00	11.00					36	36					124.18
6/27/2015	Saturday		8.75	8.75					12	12					98.80
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					72	72					121.36
2026 Sanchez Villasenor, Saul Total:		06/24/15 - 06/30/15	72.00	72.00			11.25	810.35	345	345			1.01	348.36	812.88
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.07
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2170 Santoyo Castro, Ricardo Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.58	371	371			1.00	370.69	801.58
6/24/2015	Wednesday		10.75	10.75					39	39					121.37

Employee Count: 56 **Job Card Count: 962**

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.61
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.91
2144 Silva Lopez, Jose Luis Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	258	258			1.16	299.55	822.45
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		9.75	9.75					60	60					112.38
2124 Soto Gurrola, J Santos Total		06/24/15 - 06/30/15	71.00	71.00			11.29	801.37	333	333			1.01	336.22	803.90
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.19
2142 Tapia Barbosa, Aramndo Total:		06/24/15 - 06/30/15	72.00	72.00			11.29	812.89	384	384			1.00	384.22	812.89
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90

Employee Count: 59 **Job Card Count: 1,031** **16**

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2141 Vargas Venegas, Alvaro Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	260	260			1.16	301.19	822.45
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		5.25	5.25					13	13					59.27
2169 Villasenor Vargas, Jose Manuel Total:		06/24/15 - 06/30/15	66.25	66.25			11.29	747.97	315	315			1.00	314.76	747.97
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		11.75	11.75					26	26					136.16
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2056 Zavala Jaimes, Humberto Total:		06/24/15 - 06/30/15	72.75	72.75			11.29	821.35	193	193			1.21	234.17	824.86
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.07
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2161 Zavalz Almanza, Pedro Tota		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	260	260			1.16	301.35	822.45

Employee Count: 62 **Job Card Count:** 1,082

Job Card: Payroll Summary

	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
Grand Totals:	4,113.77	4,113.77			11.28	46,413.56	17,606	17,606			1.05	########	46,735.22

Employee Count: 62 **Job Card Count:** 1,082

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Agustin

Run: 186
Status: Completed
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:57:54

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11498

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2006	Baltazar Arias SSN: PII -6333									
11498	73.51	856.59	.00	39.79	53.11	12.42	13.67	6.54	.00	731.06
2000	Agustin Hernandez SSN: PII -4723									
11499	79.25	2,552.43	.00	358.06	158.25	37.01	92.35	19.54	.00	1,887.22
2001	Alfredo L Silva SSN: PII -8563									
11500	77.00	885.52	.00	25.86	54.90	12.84	15.79	6.77	.00	769.36
2002	Frediberto Villasenor SSN: PII -4520									
11501	74.50	841.09	.00	.00	52.14	12.20	.00	6.43	.00	770.32
2003	Ricardo Arias SSN: PII -8533									
11502	73.00	827.73	.00	58.53	51.32	12.00	13.86	6.34	.00	685.68
2004	Francisco A Ibanez SSN: PII -7198									
11503	72.76	846.27	.00	.00	52.47	12.27	.00	6.46	.00	775.07
2005	Jose Erick Jimenez Osornio SSN: PII -2643									
11504	71.75	822.39	.00	46.20	50.99	11.92	14.52	6.30	.00	692.46
2007	Adan Raya Garcia SSN: PII -8649									
11505	71.75	822.36	.00	.00	50.98	11.93	.00	6.30	.00	753.15
2008	Octavio Vargas Vargas SSN: PII -6345									
11506	71.77	810.21	.00	18.33	50.23	11.75	14.28	6.20	.00	709.42
2009	Felix Arturo Hernandez Hernandez SSN: PII 1209									
11507	73.25	827.01	.00	.00	51.28	11.99	.00	6.32	.00	757.42
2010	Carlos Silva Llaguno SSN: PII -7154									
11508	74.25	851.02	.00	38.95	52.76	12.34	15.10	6.50	.00	725.37
2011	Andres Silva Llaguno SSN: PII -0888									
11509	71.76	810.17	.00	33.71	50.23	11.75	14.28	6.21	.00	693.99
2013	Fabian Hernandez SSN: PII -0493									
11510	71.73	809.95	.00	.00	50.21	11.75	.00	6.19	.00	741.80
2014	Martin Carrera Cortez SSN: PIIP-0952									
11511	71.00	801.62	.00	9.78	49.70	11.62	11.42	6.14	.00	712.96
2015	Jose L Pinon SSN: PII -1558									
11512	66.24	747.85	.00	4.40	46.37	10.85	10.34	5.72	.00	670.17
2016	Valentin Martinez Antonio SSN: PII 5-1693									
11513	68.01	792.53	.00	24.25	49.14	11.49	12.00	6.08	.00	689.57
2017	David Castaneda SSN: PII -9217									
11514	72.26	840.49	.00	.00	52.11	12.18	.00	6.44	.00	769.76
2018	Leny Velasquez SSN: PII -6342									
11515	68.03	792.68	.00	.00	49.15	11.49	.00	6.06	.00	725.98
2019	Reymundo Lara Amador SSN: PIIP-5869									
11516	68.00	792.41	.00	.00	49.13	11.49	.00	6.05	.00	725.74
2021	Carmelino Santi Lopez SSN: PII -3424									
11517	71.00	801.66	.00	.00	49.71	11.62	.00	6.12	.00	734.21
2022	Francisco Hernandez SSN: PII -4237									
11518	72.73	821.20	.00	.00	50.92	11.91	.00	6.28	.00	752.09
2053	Jose L Reynoso Rodriguez SSN: PII -5538									
11519	74.51	853.94	.00	7.32	52.94	12.38	12.08	6.53	.00	762.69
2054	Ranulfo Lopez SSN: PII -0192									
11520	72.51	843.36	.00	.00	52.28	12.23	11.48	6.46	.00	760.91

DOL00723

AR - 0294

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 186
Status: Completed
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:57:54

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11498

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN: PII -2105									
11521	62.00	699.97	.00	.00	43.40	10.15	8.61	5.35	.00	632.46
2063	Jorge Escovar SSN: PII -2847									
11522	71.75	810.07	.00	.00	50.23	11.75	.00	6.20	.00	741.89
2098	Brian H Hernandez SSN: PII -9485									
11523	77.01	869.47	.00	125.42	53.90	12.61	21.40	6.65	.00	649.49
2102	Domingo Perez Lopez SSN: PII -4620									
11524	71.75	810.08	.00	.00	50.23	11.75	.00	6.19	.00	741.91
2103	Jose D Cruz SSN: PII -3421									
11525	71.74	810.03	.00	.00	50.22	11.74	.00	6.19	.00	741.88
2104	Javier Cruz Lopez SSN: PII -7654									
11526	71.74	810.05	.00	.00	50.22	11.74	.00	6.19	.00	741.90
2105	Rufino Hernandez Perez SSN: PII -5501									
11527	72.73	821.25	.00	.00	50.91	11.91	.00	6.28	.00	752.15
2106	Ricardo Lopez Cruz SSN: PII -8335									
11528	72.52	843.44	.00	.00	52.29	12.23	.00	6.46	.00	772.46
2107	Victor Lopez Cruz SSN: PII -8380									
11529	71.74	809.99	.00	.00	50.22	11.74	.00	6.20	.00	741.83
2110	Salvador B Rodriguez Velasquez SSN: PII -9230									
11530	72.01	812.94	.00	.00	50.41	11.78	.00	6.23	.00	744.52
2111	Jeiner A Rodriguez Velasquez SSN: PII P8624									
11531	72.00	812.91	.00	.00	50.40	11.79	.00	6.23	.00	744.49
2112	Jose Raya SSN: PII -6735									
11532	71.75	822.47	.00	.00	50.99	11.93	.00	6.29	.00	753.26
2113	Elias Reynoso Rodriguez SSN: PII -7653									
11533	73.00	824.18	.00	.00	51.10	11.95	.00	6.30	.00	754.83
2114	Adonias O Reynoso SSN: PII -9370									
11534	71.76	810.12	.00	.00	50.23	11.74	.00	6.21	.00	741.94
2134	Esdras Velasquez SSN: PII -2223									
11535	71.76	810.09	.00	.00	50.23	11.75	.00	6.20	.00	741.91
2135	Eusebio Asencion Flores SSN: PII -6351									
11536	72.00	812.95	.00	.00	50.40	11.79	.00	6.22	.00	744.54
2137	Ramiro Perez SSN: PII -6384									
11537	70.75	798.82	.00	.00	49.53	11.59	.00	6.11	.00	731.59
2139	Matias Ramirez SSN: PII -1236									
11538	69.25	781.81	.00	23.18	48.47	11.33	11.79	5.98	.00	681.06
2176	Delmar Cruz SSN: PII -5637									
11539	71.51	807.36	.00	.00	50.05	11.70	.00	6.17	.00	739.44
2177	Antonio Cruz Perez SSN: PII -5462									
11540	71.76	810.20	.00	.00	50.23	11.75	.00	6.19	.00	742.03
2183	Camilo Carrera Hernandez SSN: PII -5569									
11541	71.00	801.67	.00	77.70	49.71	11.62	14.11	6.14	.00	642.39
Total:	3,162.10	37,640.35	.00	891.48	2,333.69	545.77	307.08	287.96	.00	33,274.37



Another Quality software from Orange Enterprises, Inc.

Augustin

(Date In is between '6/24/2015 12:00 AM' AND '6/30/2015 11:59 PM' AND Employee Crew IN ('Augustin') AND Employee NOT IN ('Hernandez, Roberto'))

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					37	37					123.63
6/25/2015	Thursday		11.25	11.25					97	97					140.60
6/26/2015	Friday		11.25	11.25					51	51					129.38
6/27/2015	Saturday		9.25	9.25					14	14					106.37
6/28/2015	Sunday		10.00	10.00					27	27					115.01
6/29/2015	Monday		10.75	10.75					28	28					123.63
6/30/2015	Tuesday		10.25	10.25					11	11					117.88
1006 Arias, Baltazar Total:		06/24/15 - 06/30/15	73.50	73.50			11.50	845.28	263	263			1.15	303.65	856.50
6/24/2015	Wednesday		10.75	10.75					44	44					121.36
6/25/2015	Thursday		11.75	11.75					26	26					136.16
6/26/2015	Friday		11.00	11.00					57	57					124.19
6/27/2015	Saturday		9.00	9.00					15	15					101.61
6/28/2015	Sunday		9.75	9.75					26	26					110.07
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.25	10.25					11	11					115.72
2003 Arias, Ricardo Total:		06/24/15 - 06/30/15	73.00	73.00			11.29	824.15	206	206			1.21	249.18	827.66
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					55	55					118.55
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					71	71					121.36

Employee Count: 3 **Job Card Count:** 56

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2135 Asencion Flores, Eusebio Total:		06/24/15 - 06/30/15	72.00	72.00			11.26	810.39	344	344			1.01	347.19	812.91
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.07
6/29/2015	Monday		10.75	10.75					48	48					121.36
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2014 Carrera Cortez, Martin Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.57	371	371			1.00	370.65	801.57
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.07
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2183 Carrera Hernandez, Camilo Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.58	371	371			1.00	370.69	801.58
6/24/2015	Wednesday		10.50	10.50					89	89					118.55
6/25/2015	Thursday		10.75	10.75					13	13					121.37
6/26/2015	Friday		11.00	11.00					34	34					124.19
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		10.25	10.25					15	15					115.73
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		10.75	10.75					256	256					146.07
2017 Castaneda, David Total:		06/24/15 - 06/30/15	72.25	72.25			11.29	815.73	465	465			0.78	362.71	840.43
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.75	10.75					56	56					121.36

Employee Count: 7 **Job Card Count:** 122 2

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2104 Cruz Lopez, Javier Total:		06/24/15 - 06/30/15	71.75	71.75			11.26	807.54	344	344			1.01	347.60	810.06
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.75	10.75					56	56					121.36
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2177 Cruz Perez, Antonio Total:		06/24/15 - 06/30/15	71.75	71.75			11.26	807.56	344	344			1.01	347.49	810.08
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2176 Cruz, Delmar Total:		06/24/15 - 06/30/15	71.50	71.50			11.25	804.74	343	343			1.01	346.89	807.26
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.75	10.75					56	56					121.36
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2103 Cruz, Jose Domingo Total:		06/24/15 - 06/30/15	71.75	71.75			11.26	807.54	344	344			1.01	347.37	810.0(
6/24/2015	Wednesday		10.00	10.00					65	65					112.9(

Employee Count: 11 **Job Card Count: 203** 3

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/25/2015	Thursday		10.50	10.50					32	32					118.55
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.19
2063 Escovar, Jorge Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.06	384	384			1.00	384.43	810.06
6/24/2015	Wednesday		10.50	10.50					84	84					118.54
6/25/2015	Thursday		11.50	11.50					65	65					129.83
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		11.50	11.50					78	78					129.84
2009 Hernandez Hernandez, Felix Arturo Total:		06/24/15 - 06/30/15	73.25	73.25			11.25	824.28	359	359			1.01	362.67	826.98
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		11.75	11.75					5	5					132.65
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2105 Hernandez Perez, Rufino Total:		06/24/15 - 06/30/15	72.75	72.75			11.26	819.04	293	293			1.01	296.64	821.34
6/24/2015	Wednesday		12.00	12.00											135.48
6/25/2015	Thursday		11.75	11.75											132.66
6/26/2015	Friday		11.25	11.25											127.01
6/27/2015	Saturday		11.25	11.25											127.01
6/28/2015	Sunday		10.25	10.25											115.72
6/29/2015	Monday		11.50	11.50											129.84

Employee Count: 14 **Job Card Count:** 268 4

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/30/2015	Tuesday		11.25	11.25											127.01
2000 Hernandez, Agustin Total:		06/24/15 - 06/30/15	79.25	79.25			11.29	894.73					0.00	0.00	894.73
6/24/2015	Wednesday		11.50	11.50					84	84					129.84
6/25/2015	Thursday		11.75	11.75					70	70					132.66
6/26/2015	Friday		11.00	11.00					36	36					124.19
6/27/2015	Saturday		11.00	11.00					13	13					124.19
6/28/2015	Sunday		10.25	10.25					37	37					115.73
6/29/2015	Monday		11.50	11.50					47	47					129.84
6/30/2015	Tuesday		10.00	10.00					75	75					112.90
2098 Hernandez, Brian H Total:		06/24/15 - 06/30/15	77.00	77.00			11.25	866.50	362	362			1.01	365.47	869.35
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.50	10.50					56	56					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					75	75					121.36
2013 Hernandez, Fabian Total:		06/24/15 - 06/30/15	71.75	71.75			11.25	807.38	347	347			1.01	350.97	810.06
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		11.75	11.75					5	5					132.65
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					75	75					121.37
2022 Hernandez, Francisco Total:		06/24/15 - 06/30/15	72.75	72.75			11.26	818.89	297	297			1.01	300.51	821.34
6/24/2015	Wednesday		10.50	10.50					84	84					118.54
6/25/2015	Thursday		11.00	11.00					13	13					124.20
6/26/2015	Friday		11.00	11.00					30	30					124.19

Employee Count: 18 **Job Card Count:** 345

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/27/2015	Saturday		9.00	9.00					13	13					101.61
6/28/2015	Sunday		10.25	10.25					36	36					115.73
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		11.00	11.00					259	259					149.00
2004 Ibanez, Francisco A Total:		06/24/15 - 06/30/15	72.75	72.75			11.29	821.36	480	480			0.78	373.79	846.17
6/24/2015	Wednesday		10.75	10.75					44	44					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.72
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					15	15					101.61
6/28/2015	Sunday		9.75	9.75					25	25					110.07
6/29/2015	Monday		10.75	10.75					28	28					121.36
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2005 Jimenez Osornio, Jose Erick Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.04	265	265			1.17	308.64	822.39
6/24/2015	Wednesday		6.00	6.00					56	56					67.74
6/25/2015	Thursday		11.00	11.00					13	13					124.18
6/26/2015	Friday		11.00	11.00					30	30					124.19
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		10.25	10.25					36	36					115.73
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		10.75	10.75					256	256					146.07
2019 Lara Amador,Reymundo Total:		06/24/15 - 06/30/15	68.00	68.00			11.29	767.73	450	450			0.76	343.52	792.43
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		11.00	11.00					13	13					124.20
6/26/2015	Friday		11.00	11.00					30	30					124.19
6/27/2015	Saturday		9.00	9.00					13	13					101.62
6/28/2015	Sunday		10.25	10.25					36	36					115.72
6/29/2015	Monday		10.00	10.00					45	45					112.90
6/30/2015	Tuesday		10.75	10.75					256	256					146.07
2106 Lopez Cruz, Ricardo Total:		06/24/15 - 06/30/15	72.50	72.50			11.29	818.55	477	477			0.78	370.73	843.25

Employee Count: 22 **Job Card Count:** 415 6

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.75	10.75					56	56					121.36
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		10.75	10.75					75	75					121.38
2107 Lopez Cruz, Victor Total:		06/24/15 - 06/30/15	71.75	71.75			11.25	807.39	348	348			1.01	351.47	810.06
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.07
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2021 Lopez Santi, Carmelino Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.58	371	371			1.00	370.66	801.58
6/24/2015	Wednesday		10.75	10.75					84	84					121.38
6/25/2015	Thursday		10.75	10.75					12	12					121.37
6/26/2015	Friday		11.00	11.00					30	30					124.15
6/27/2015	Saturday		9.00	9.00					13	13					101.67
6/28/2015	Sunday		10.25	10.25					36	36					115.72
6/29/2015	Monday		10.00	10.00					45	45					112.98
6/30/2015	Tuesday		10.75	10.75					256	256					146.07
2054 Lopez, Ranulfo Total:		06/24/15 - 06/30/15	72.50	72.50			11.29	818.55	477	477			0.78	370.12	843.23
6/24/2015	Wednesday		6.00	6.00					56	56					67.7
6/25/2015	Thursday		11.00	11.00					13	13					124.1
6/26/2015	Friday		11.00	11.00					30	30					124.1
6/27/2015	Saturday		9.00	9.00					13	13					101.6
6/28/2015	Sunday		10.25	10.25					36	36					115.7
6/29/2015	Monday		10.00	10.00					46	46					112.9

Employee Count: 25 **Job Card Count:** 491 7

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/30/2015	Tuesday		10.75	10.75					256	256					146.07
2016 Martinez Antonio, Valentin Total:		06/24/15 - 06/30/15	68.00	68.00			11.29	767.74	450	450			0.76	343.48	792.44
6/24/2015	Wednesday		10.50	10.50					84	84					118.54
6/25/2015	Thursday		10.75	10.75					13	13					121.37
6/26/2015	Friday		10.50	10.50					35	35					118.55
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.07
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					71	71					121.37
2102 Perez Lopez, Domingo Total		06/24/15 - 06/30/15	71.75	71.75			11.26	807.77	301	301			1.01	304.64	810.07
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		1.00	1.00					11	11					11.29
2057 Perez Vasquez, Conrrado Total:		06/24/15 - 06/30/15	62.00	62.00			11.29	699.98	312	312			1.00	312.37	699.98
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.50	10.50					32	32					118.55
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2137 Perez, Ramiro Total:		06/24/15 - 06/30/15	70.75	70.75			11.29	798.78	370	370			1.00	370.43	798.78
6/24/2015	Wednesday		11.25	11.25					88	88					127.01
6/25/2015	Thursday		11.75	11.75					62	62					132.66

Employee Count: 29 **Job Card Count:** 556 8

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/26/2015	Friday		10.75	10.75					34	34					121.35
6/27/2015	Saturday		9.50	9.50					40	40					107.26
6/29/2015	Monday		11.25	11.25					32	32					127.01
6/30/2015	Tuesday		11.75	11.75					77	77					132.66
2015 Pinon, Jose L. Total:		06/24/15 - 06/30/15	66.25	66.25			11.25	745.26	333	333			1.00	32.53	747.95
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		8.00	8.00					42	42					90.32
6/29/2015	Monday		10.75	10.75					48	48					121.36
6/30/2015	Tuesday		10.00	10.00					69	69					112.90
2139 Ramirez, Matias Total:		06/24/15 - 06/30/15	69.25	69.25			11.29	781.82	362	362			1.00	362.15	781.82
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.72
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					28	28					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2007 Raya Garcia, Adan Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.07	260	260			1.16	301.13	822.42
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.78
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					28	28					121.36
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2112 Raya, Jose Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.06	259	259			1.16	300.00	822.47

Employee Count: 33 **Job Card Count:** 619 9

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					89	89					121.37
6/25/2015	Thursday		10.75	10.75					56	56					121.37
6/26/2015	Friday		11.00	11.00					36	36					124.19
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.37
6/30/2015	Tuesday		11.25	11.25					81	81					127.01
2113 Reynoso Rodriguez, Elias Total:		06/24/15 - 06/30/15	73.00	73.00			11.25	821.35	360	360			1.01	363.65	824.18
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		11.25	11.25					97	97					139.79
6/26/2015	Friday		11.25	11.25					53	53					127.01
6/27/2015	Saturday		9.00	9.00					14	14					101.61
6/28/2015	Sunday		11.50	11.50					27	27					129.85
6/29/2015	Monday		10.75	10.75					28	28					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2053 Reynoso Rodriguez, Jose Luis Total:		06/24/15 - 06/30/15	74.50	74.50			11.29	841.11	266	266			1.15	307.69	853.89
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.50	10.50					32	32					118.55
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.21
2114 Reynoso, Adonias O Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.09	384	384			1.00	384.26	810.09
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.07

Employee Count: 36 **Job Card Count: 687** 10

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.19
2111 Rodriguez Velasquez, Jeiner A Total:		06/24/15 - 06/30/15	72.00	72.00			11.29	812.87	385	385			1.00	384.53	812.87
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		11.00	11.00					83	83					124.21
2110 Rodriguez Velasquez, Salvador B Total:		06/24/15 - 06/30/15	72.00	72.00			11.29	812.90	384	384			1.00	384.28	812.90
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		11.50	11.50					32	32					129.84
6/26/2015	Friday		10.75	10.75					71	71					121.37
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.91
2011 Silva Llaguno, Andres Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.09	370	370			1.00	370.36	810.09
6/24/2015	Wednesday		10.75	10.75					44	44					121.36
6/25/2015	Thursday		11.25	11.25					97	97					139.79
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					15	15					101.61
6/28/2015	Sunday		11.50	11.50					25	25					129.83
6/29/2015	Monday		10.75	10.75					28	28					121.37
6/30/2015	Tuesday		10.25	10.25					11	11					115.73
2010 Silva Llaguno, Carlos Total:		06/24/15 - 06/30/15	74.25	74.25			11.29	838.28	269	269			1.16	312.74	851.06
6/24/2015	Wednesday		10.50	10.50											120.75

Employee Count: 40 **Job Card Count: 745**

11

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/25/2015	Thursday		10.75	10.75											123.63
6/26/2015	Friday		11.25	11.25											129.38
6/27/2015	Saturday		10.00	10.00											115.00
6/28/2015	Sunday		11.25	11.25											129.38
6/29/2015	Monday		11.75	11.75											135.13
6/30/2015	Tuesday		11.50	11.50											132.25
2001 Silva, Alfredo L Total:		06/24/15 - 06/30/15	77.00	77.00			11.50	885.52					0.00	0.00	885.52
6/24/2015	Wednesday		10.75	10.75					84	84					121.37
6/25/2015	Thursday		10.50	10.50					12	12					118.54
6/26/2015	Friday		10.50	10.50					35	35					118.54
6/27/2015	Saturday		8.75	8.75					12	12					98.79
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		10.75	10.75					47	47					121.38
6/30/2015	Tuesday		10.75	10.75					75	75					121.37
2008 Vargas Vargas, Octavio Total:		06/24/15 - 06/30/15	71.75	71.75			11.26	807.62	305	305			1.01	308.17	810.07
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.50	10.50					32	32					118.5
6/26/2015	Friday		10.75	10.75					71	71					121.3
6/27/2015	Saturday		9.00	9.00					35	35					101.6
6/28/2015	Sunday		9.75	9.75					51	51					110.0
6/29/2015	Monday		10.75	10.75					48	48					121.3
6/30/2015	Tuesday		11.00	11.00					83	83					124.2
2134 Velasquez, Esdras Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.08	384	384			1.00	384.17	810.0
6/24/2015	Wednesday		6.00	6.00					56	56					67.7
6/25/2015	Thursday		11.00	11.00					13	13					124.2
6/26/2015	Friday		11.00	11.00					30	30					124.1
6/27/2015	Saturday		9.00	9.00					13	13					101.6
6/28/2015	Sunday		10.25	10.25					36	36					115.7
6/29/2015	Monday		10.00	10.00					45	45					112.5
6/30/2015	Tuesday		10.75	10.75					256	256					146.0

Employee Count: 43 **Job Card Count:** 808 12

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2018 Velasquez, Leny Total:		06/24/15 - 06/30/15	68.00	68.00			11.29	767.76	450	450			0.76	343.27	792.46
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		11.00	11.00					34	34					124.19
6/26/2015	Friday		11.75	11.75					71	71					132.65
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.08
6/29/2015	Monday		11.25	11.25					48	48					127.01
6/30/2015	Tuesday		11.75	11.75					69	69					132.65
2002 Villasenor, Frediberto Total:		06/24/15 - 06/30/15	74.50	74.50			11.29	841.09	373	373			1.00	372.83	841.09

	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
Grand Totals:	3,162.01	3,162.01			11.29	35,692.40	14,882	14,882			0.97	########	35,981.33

+1657.6

37639.6

Employee Count: 44 **Job Card Count:** 826

(2)

MIERCOLES OH-15

JOSE ERICK JIMENEZ	$	75 ✓
RICARDO ARIAS	$	75 ✓
ADAN RAYA	$	75 ✓
VALENTIN ANTONIO MATZ	$	75 ✓
ANDRES SILVA	$	75 ✓
FRANCISCO Ibañez	$	75 ✓
MARTIN CARRERA	$	75 ✓
DAVID CASTANEDA	$	75 ✓
CARMELINO LOPEZ	$	75 ✓
FRANCISCO HERNANDEZ	$	75 ✓
CONRADO PEREZ	$	75 ✓
FELIX ARTURO HERNANDEZ	$	75 ✓
CARLOS SILVA	$	75 ✓
ALFREDO SILVA	$	75 ✓
JAVIAN HERNANDEZ	$	75 ✓
RAYMUNDO AMADOR	$	75
16 x 75		1200

OH-18-15	$	389
OH-18-15	$	758
OH-16-15	$	370.43
OH-18-15	$	7.74
OH 15-15	$	66.52
GAS	$	50
Cooking 1	$	500
Cooking 2	$	500
		2GH1

APRIL 15 - 21

NOTAS MIERCOLES 17 JUNIO 2015
MARTES 23 JUNIO 2015

AR - 0310

DOL01358

COOKING. 700.00
COOKING. 700.00
COOKING 385.00
06/18/15 474.40
06/18/15 77.00
06/20/15 ~~889.80~~ 776.80
06/17/15 14.64
06/17/15 75.02
06/19/15 2,650.91
06/18/15 43.07
06/18/15 16.68
06/23/15 593.64

6/22/2015 26.00

TOT



CLUB MANAGER AMBER MILLER
(856) 853 - 0219
06/18/15 14:52 4652 6670 006 2859

AGUSTIN HERNANDEZ

```
****** Bottom of Basket Count 3 ******
     34549 BOUNTY                    19.98 N
E   122076 POLAND 28PKF               6.98 N
E   537670 25# SUGAR   F             11.98 N
****** Bottom of Basket Count 3 ******
    309224 FOAM PLATES               10.98 T
    309224 FOAM PLATES               10.98 T
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
E     6856 BREAD       F             3.58 N
    752699 SOUPSPOONS                7.86 T
E   749972 STRAWBERRY I              3.98 N
    121646 DAWN GALLON              11.44 T
    500235 SR GLOVES                10.98 N
    508875 VINYL GLOVE               9.76 T
E   642832 HH APPLE    F             3.98 N
E   936386 OS CRANMANGF              4.48 N
E    61476 FRUIT TRAY I             11.98 N
E    61476 FRUIT TRAY I             11.98 N
E   702202 MANGO       I             6.98
F   345724 LETTUCE 2CTI              2.38
```



E 971230 H&O ALMOND F 6.
E 95438 MZLA CRN OIF 8.4
E 95438 MZLA CRN OIF 8.48
E 95438 MZLA CRN OIF 8.48
E 95438 MZLA CRN OIF 8.48 N
E 499954 DCSPAGHETTIF 6.48 N
E 499954 DCSPAGHETTIF 6.48 N
10 @ 1.19
E 181392 SALT 4 LB F 11.90 N
14 @ 2.81
E 126238 WHOLEMILK F 39.34 N
E 882246 TOM SAUCE I 7.38 N
E 882246 TOM SAUCE I 7.38 N
E 882246 TOM SAUCE I 7.38 N
E 362181 8PK EVAPMILF 8.98 N
E 467019 BREAD CRUMBF 5.28 N
E 50634 NESQUIK CHOF 3.01 N
E 41373 SOURCREAM 3F 4.64 N
E 39006 GREEN BEANSI 3.48 N
E 714105 CHUNK LIGHTF 9.78 N
SUBTOTAL 470.83
TAX 1 7.000 % 3.57
TOTAL 474.40
CASH TEND 475.00
CHANGE DUE 0.60

Visit samsclub.com to see your savings

ITEMS SOLD 83

TC# 5143 8097 7052 2928 5775 7

Please tell us about your shopping experience
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE $1,000 SAM'S CLUB SHOPPING CARDS
Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary to enter or win. To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com
Sweepstakes period ends on the date shown in th official rules. Survey must be taken within

GAS.

Sam's Club #6670
2000 Clements Bridge Rd
Deptford, NJ 08096

Pump# 01 Regular(1)
Gallons 17.586
Price/Gal $2.449
Fuel Sale $43.07

Credit $43.07
MC **********6580
Auth: AA
Apprvl: 000828

06/18/15 01:46PM

Member Services
Tires and Batteries
Flat Repair
Wiper Blades



ShopRite

Welcome to ShopRite
of MUL[illegible] HILL

06/18/15 04:27pm [illegible]

**** [illegible] ****
[illegible] Item
****

[illegible] 29 [illegible]
MENTOS [illegible] 0.[illegible]
3 @ 2.79
ONION SR YELLOW [illegible] 37 [illegible]
10 @ 5/2 99
CORN [illegible]
TAX 0.15
**** BA[illegible] 16.68
CASH 17.00
CHANGE 0.32
TOTAL NUMBER OF ITEMS SOLD = 15
06/18/15 04:28pm 546 2 272 211

Ask the manager how our Price Plus
Club can save you money at Shoprite

[illegible] CARD REWARDS PROGRAM

RECEIPT No.

DATE JUNE 19, 2015

FROM Agustin Hernandez $ 385 00

Lucia Arellano DOLLARS

○ FOR RENT
○ FOR COOKING

ACCT	
PAID	
DUE	

● CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM [illegible] TO [illegible]

BY Lucia Arellano

A-2501 T-46820

RECEIPT No.

DATE June 19, 2015

FROM Agustin Hernandez $ 700 00

CLIA PINON. DOLLARS

○ FOR RENT
○ FOR COOKING

ACCT	
PAID	
DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM 06-12-15 TO 06-19-2015

BY [signature]

A-2501 T-46820

RECEIPT No.

DATE 06-19-15

FROM AGUSTIN HERNANDEZ $ 700.00

DOLLARS

○ FOR RENT
○ FOR COOKING

ACCT	
PAID	
DUE	

○ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM 06-12-15 TO 06-19-15

BY Omar Pinon

A-2501 T-46820

Welcome to Wawa #459

Phone:856-769-2809
Rt 40 & Rt 45
Woodstown,NJ 08098
6/17/2015 10:10:10 PM Trx #2959555
Register #14 Cashier M-k

Total $14.64

Qty		
3	WAWA HVD MILK GALLON	$11.55
	FIT COOKIES N CREAM CRNCH B	$3.09
	Sub-Total:	$14.64
	Tax	$0.00
	Total	$14.64
	Cash	**$20.00**
	Change	$5.36

****
ENTER TO WIN A $250 Wawa Gift Card!
Go to www.MyWawaVisit.com
Take our survey for a chance to win a
drawing for a $250 Wawa Gift Card
Disponible en Espanol

Survey Code: 3959555
Store Number:00459

ACME.

You're in for something fresh.™

[illegible] Route 45
PILESGROVE, NJ 08098
Phone # (856) 769-0000
Store Director: Chelsea Dempsey

Cashier:Self Checkout

06/17/15 09:11:52

DAIRY			
IA LARGE AA EGGS		8741112535	7.99 F
IA LARGE AA EGGS		8741112535	7.99 F
IA LARGE AA EGGS		8741112535	7.99 F
IA LARGE AA EGGS		8741112535	7.99 F
IA LARGE AA EGGS		8741112535	7.99 F
MEAT			
SAUSAGE		2634300000	6.44 F
MANUAL	1.29 lb @ 4.99 / lb		
SAUSAGE		2634300000	8.63 F
MANUAL	1.73 lb @ 4.99 / lb		
*PREMIO SAUSAGE		2835541018	5.00 F
You Save		1.99	
*PREMIO SAUSAGE		2835541018	5.00 F
You Save		1.99	
*PREMIO SAUSAGE		2835541018	5.00 F
You Save		1.99	
*PREMIO SAUSAGE		2835541018	5.00 F
You Save		1.99	
	SUBTOTAL		75.02
	TOTAL TAX		.00
TOTAL		75.02	
Cash	TENDER		80.00
Cash	CHANGE		4.98

NUMBER OF ITEMS 10

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

15157

CUSTOMER'S ORDER NO. | DATE 6/18/15

NAME

ADDRESS AGUSTIN

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	1	Pico		20
2				
3	1	Tomatillo		29
4				
5	1	bulto sabolla blanca		28
6				
7				
8			77	77
9				
10		octavio var	995	
11				
12				

RECEIVED BY

A-1705
T-16528

KEEP THIS SLIP FOR REFERENCE

01-11

335820

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 6/19/15

NAME La Fiesta meat market

ADDRESS

CITY, STATE, ZIP Agustin Farm.

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT	
1	70	b. steak.	4.59	321	30
2	70	g. beef	2.99	209	30
3	72	p. Chops	2.29	164	88
4	68	p. ribs	2.99	203	32
5	75	b. ribs	4.59	344	25
6	75	b. cubes	4.59	344	25
7	69	p. cubes	2.99	206	31
8	7	leg 1/4.	25.00	175	00
9	300	bread.	0.70	210	00
10	50	b. tripe.	2.49	124	50
11	30	cow Feet	1.69	50	70
12	20	cook Ham Deli	3.29	65	80
13	20	Chicken steak.	3.99	79	80
14	2	Box of Eggs			
15	20	Cilantro	20.00		
16	3	box of lettuce	60.00		
17	2	~~Sacks~~ Bags of Potatoes	50.00	2,499	41
18			+	160.	00

RECEIVED BY

2,659.41

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

151102

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

CUSTOMER'S ORDER NO. | DATE 6-20-16

NAME A Gustin

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	6	30 pk	27	162
2	13	Chile arbol	15	195
3	1	Cj de Guajillo	3.00	75
4	1	Arroz	48	48
5	1	Bulto de Frisol pinto	85	85
6	1	Tomatillo	29	29
7	1	Plum	20	20
8	1	Valentina		22
9	15	Pasteles	2.50	37.50
10	100	Reposteria	75¢	75.00
11	1	pk Achiote/y calabaza		4.00
12				$752.50
		Paid cash		$889.30

RECEIVED BY

A-4705
T-46520

KEEP THIS SLIP FOR REFERENCE

01-11

776.80

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jun 23,2015	11369	Jul 03,2015	
Arias, Ricardo	2003	Jun 23,2015	11374	Jul 03,2015	Ricardo Arias 60
Asencion Flores, Eusebio	2135	Jun 23,2015	11424	Jul 03,2015	61
Carrera Cortez, Martin	2014	Jun 23,2015	11387	Jul 03,2015	62
Carrera Hernandez, Camilo	2183	Jun 23,2015	11432	Jul 03,2015	Camilo Carrera 63
Castaneda, David	2017	Jun 23,2015	11391	Jul 03,2015	David Castaneda 64
Cruz Lopez, Javier	2104	Jun 23,2015	11409	Jul 03,2015	65
Cruz Perez, Antonio	2177	Jun 23,2015	11431	Jul 03,2015	
Cruz, Delmar	2176	Jun 23,2015	11430	Jul 03,2015	66
Cruz, Jose D	2103	Jun 23,2015	11408	Jul 03,2015	67
Escovar, Jorge	2063	Jun 23,2015	11401	Jul 03,2015	Jorge Escobar 68
Hernandez Hernandez, Felix Arturo	2009	Jun 23,2015	11380	Jul 03,2015	Felix Arturo Hernandez H. 69
Hernandez Perez, Rufino	2105	Jun 23,2015	11410	Jul 03,2015	70
Hernandez, Agustin	2000	Jun 23,2015	11370	Jul 03,2015	
Hernandez, Brian H	2098	Jun 23,2015	11405	Jul 03,2015	
Hernandez, Fabian	2013	Jun 23,2015	11385	Jul 03,2015	Favian Hernandez 71
Hernandez, Francisco	2022	Jun 23,2015	11396	Jul 03,2015	72
Hernandez, Roberto	2064	Jun 23,2015	11403	Jul 03,2015	
Ibanez, Francisco A	2004	Jun 23,2015	11375	Jul 03,2015	Francisco A. Ibanez 73
Jimenez Osornio, Jose Erick	2005	Jun 23,2015	11376	Jul 03,2015	Jose Erick Jimenez 74
Lara Amador, Reymundo	2019	Jun 23,2015	11393	Jul 03,2015	Reymundo Lara 75
Lopez Cruz, Ricardo	2106	Jun 23,2015	11411	Jul 03,2015	76
Lopez Cruz, Victor	2107	Jun 23,2015	11412	Jul 03,2015	77
Lopez, Ranulfo	2054	Jun 23,2015	11398	Jul 03,2015	78
Martinez Antonio, Valentin	2016	Jun 23,2015	11390	Jul 03,2015	79
Perez Lopez, Domingo	2102	Jun 23,2015	11406	Jul 03,2015	
Perez Vasquez, Conrrado	2057	Jun 23,2015	11399	Jul 03,2015	80
Perez, Ramiro	2137	Jun 23,2015	11426	Jul 03,2015	81

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Pinon, Jose L	2015	Jun 23,2015	11389	Jul 03,2015	
Ramirez, Matias	2139	Jun 23,2015	11428	Jul 03,2015	ADAN RAYA 82
Raya Garcia, Adan	2007	Jun 23,2015	11377	Jul 03,2015	83 54
Raya, Jose	2112	Jun 23,2015	11417	Jul 03,2015	Jose Raya 85
Reynoso Rodriguez, Elias	2113	Jun 23,2015	11418	Jul 03,2015	86
Reynoso Rodriguez, Jose L	2053	Jun 23,2015	11397	Jul 03,2015	Jose Luis Reynoso 87
Reynoso, Adonias O	2114	Jun 23,2015	11420	Jul 03,2015	88
Rodriguez Velasquez, Jeiner A	2111	Jun 23,2015	11415	Jul 03,2015	89
Rodriguez Velasquez, Salvador B	2110	Jun 23,2015	11413	Jul 03,2015	90
Santi Lopez, Carmelino	2021	Jun 23,2015	11394	Jul 03,2015	91
Silva Llaguno, Andres	2011	Jun 23,2015	11383	Jul 03,2015	92
Silva Llaguno, Carlos	2010	Jun 23,2015	11382	Jul 03,2015	Carlos Silva 93
Silva, Alfredo L	2001	Jun 23,2015	11371	Jul 03,2015	Alfredo Silva 94
Vargas Vargas, Octavio	2008	Jun 23,2015	11378	Jul 03,2015	
Velasquez, Esdras	2134	Jun 23,2015	11422	Jul 03,2015	Esdras Velasquez 95
Velasquez, Leny	2018	Jun 23,2015	11392	Jul 03,2015	96
Villasenor, Frediberto	2002	Jun 23,2015	11372	Jul 03,2015	

DOMINGO PEREZ

ANTONIO CRUZ

97

98

98 x 80 = 7,840 00

Signature

SUN VALLEY

Name	Id	Period Ending	Che
:A H2A			
uilar Caldera, Eliseo	2118	Jun 23,2015	11322
uilar Marques, Irineo	2123	Jun 23,2015	11328
uilar Soto, Trinidad	2132	Jun 23,2015	11339
ias Maya, German	2031	Jun 23,2015	11303
royo Alonso, Nicolas	2155	Jun 23,2015	11353
anco Aguilar, Oscar J	2129	Jun 23,2015	11335
ervantes Aguilar, Griseldo	2121	Jun 23,2015	11325
ervantes Cumplido, Rafael	2130	Jun 23,2015	11336
hargoy Escudero, Pedro	2140	Jun 23,2015	11340
ruz Reyes, Carlos	2024	Jun 23,2015	11292
uellar Romero, Gustavo	2146	Jun 23,2015	11346
umplido Aguilar, Juan M	2126	Jun 23,2015	11332
e La Cruz Martinez, Eduardo	2037	Jun 23,2015	11310
e La Cruz Morales, Rogelio	2131	Jun 23,2015	11330
el Angel Salas, Geovani de Jesus	2032	Jun 23,2015	11304
lizondo Soto, Miguel A	2160	Jun 23,2015	11350
lores Flores, David	2117	Jun 23,2015	11320
Galindo Cervantes, Honorato	2122	Jun 23,2015	11322
Galindo Cervantes, Juan E.	2125	Jun 23,2015	11330
Galindo Reyes, Alfredo	2115	Jun 23,2015	11310
Garcia Cardos, Erick G	2157	Jun 23,2015	11355
Garcia Cervantes, Norberto	2128	Jun 23,2015	11338
Garcia Olarte, Demetrio	2081	Jun 23,2015	11317
Garcia Ramiez, Omar	2166	Jun 23,2015	11360
Garcia Raya, Jorge L	2148	Jun 23,2015	11341
Godinez Barcenas, Adan	2154	Jun 23,2015	11350
Gonzalez Jaimes, Amadeo	2029	Jun 23,2015	11300
Guillen Segovia, Armando	2168	Jun 23,2015	11368

Jul 03, 2015 13:55:43

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
:A H2A					
juilar Caldera, Eliseo	2118	Jun 23,2015	11322	Jul 03,2015	
juilar Marques, Irineo	2123	Jun 23,2015	11328	Jul 03,2015	
juilar Soto, Trinidad	2132	Jun 23,2015	11339	Jul 03,2015	
ias Maya, German	2031	Jun 23,2015	11303	Jul 03,2015	
royo Alonso, Nicolas	2155	Jun 23,2015	11353	Jul 03,2015	
anco Aguilar, Oscar J	2129	Jun 23,2015	11335	Jul 03,2015	
ervantes Aguilar, Griseldo	2121	Jun 23,2015	11325	Jul 03,2015	
ervantes Cumplido, Rafael	2130	Jun 23,2015	11336	Jul 03,2015	
hargoy Escudero, Pedro	2140	Jun 23,2015	11340	Jul 03,2015	
ruz Reyes, Carlos	2024	Jun 23,2015	11292	Jul 03,2015	
uellar Romero, Gustavo	2146	Jun 23,2015	11346	Jul 03,2015	
umplido Aguilar, Juan M	2126	Jun 23,2015	11332	Jul 03,2015	
e La Cruz Martinez, Eduardo	2037	Jun 23,2015	11310	Jul 03,2015	
e La Cruz Morales, Rogelio	2131	Jun 23,2015	11337	Jul 03,2015	
el Angel Salas, Geovani de Jesus	2032	Jun 23,2015	11304	Jul 03,2015	
lizondo Soto, Miguel A	2160	Jun 23,2015	11357	Jul 03,2015	
lores Flores, David	2117	Jun 23,2015	11320	Jul 03,2015	
Galindo Cervantes, Honorato	2122	Jun 23,2015	11327	Jul 03,2015	
Galindo Cervantes, Juan E.	2125	Jun 23,2015	11331	Jul 03,2015	
Galindo Reyes, Alfredo	2115	Jun 23,2015	11318	Jul 03,2015	
Garcia Cardos, Erick G	2157	Jun 23,2015	11355	Jul 03,2015	
Garcia Cervantes, Norberto	2128	Jun 23,2015	11334	Jul 03,2015	
Garcia Olarte, Demetrio	2081	Jun 23,2015	11316	Jul 03,2015	
Garcia Ramiez, Omar	2166	Jun 23,2015	11362	Jul 03,2015	
Garcia Raya, Jorge L	2148	Jun 23,2015	11347	Jul 03,2015	
Godinez Barcenas, Adan	2154	Jun 23,2015	11352	Jul 03,2015	
Gonzalez Jaimes, Amadeo	2029	Jun 23,2015	11300	Jul 03,2015	
Guillen Segovia, Armando	2168	Jun 23,2015	11363	Jul 03,2015	

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
2A H2A					
ernandez Zavala, Luis A	2152	Jun 23,2015	11350	Jul 03,2015	Luis Hernandez 28
urtado Olvera, Martin	2149	Jun 23,2015	11348	Jul 03,2015	29
icobo Ramirez, Jose M	2156	Jun 23,2015	11354	Jul 03,2015	Josi Manuel Jacobo Ramirez 30
ira Amador, Vicente	2165	Jun 23,2015	11361	Jul 03,2015	31
eon Hernandez, Ruben	2027	Jun 23,2015	11297	Jul 03,2015	32
opez Carrera, Modesto E	2028	Jun 23,2015	11299	Jul 03,2015	33
opez Carrera, Yreneo C	2025	Jun 23,2015	11293	Jul 03,2015	34
ugo Morales, Gabriel	2120	Jun 23,2015	11324	Jul 03,2015	35
una Gonzalez, Luis A	2153	Jun 23,2015	11351	Jul 03,2015	Luis Antonio L G. 36
lagallanes Hernandez, Carlos E	2116	Jun 23,2015	11319	Jul 03,2015	37
lartinez Areliano, Efrain	2055	Jun 23,2015	11313	Jul 03,2015	38
lartinez Arellano, Cesar	2034	Jun 23,2015	11306	Jul 03,2015	39
lartinez Cervantes, Manuel	2127	Jun 23,2015	11333	Jul 03,2015	40
lartinez Paulino, Jose	2073	Jun 23,2015	11315	Jul 03,2015	41
lendoza Soto, Esteban	2119	Jun 23,2015	11323	Jul 03,2015	42
inon Rangel, Francisco J	2033	Jun 23,2015	11305	Jul 03,2015	Francisco Javier P. 43
lamirez Chavez, Juan	2159	Jun 23,2015	11356	Jul 03,2015	Juan Ramirez 44
laya Tapia, Rodrigo	2164	Jun 23,2015	11360	Jul 03,2015	Rodrigo Raya Tapia 45
lios Bautista, Mateo	2030	Jun 23,2015	11302	Jul 03,2015	46
lodriguez Jaimes, Armando	2038	Jun 23,2015	11311	Jul 03,2015	Armando Rodriguez 47
lomero Arrendondo, Alejandro	2143	Jun 23,2015	11344	Jul 03,2015	Alejandro Romero A 48
lanchez Villasenor, Alejandro	2036	Jun 23,2015	11308	Jul 03,2015	Alejandro Sanchez V 49
lanchez Villasenor, Saul	2026	Jun 23,2015	11295	Jul 03,2015	Saul Sanchez V. 50
lantoyo Castro, Ricardo	2170	Jun 23,2015	11367	Jul 03,2015	Ricardo Santoyo C. 51
lilva Lopez, Jose L	2144	Jun 23,2015	11345	Jul 03,2015	52
loto Gurrola, J Santos	2124	Jun 23,2015	11330	Jul 03,2015	53
Tapia Barbosa, Aramndo	2142	Jun 23,2015	11342	Jul 03,2015	Armando Tapia Barbosa 54
Vallejo Rojas, Nocolas	2162	Jun 23,2015	11359	Jul 03,2015	LEFT 55

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
2A H2A					
argas Venegas, Alvaro	2141	Jun 23,2015	11341	Jul 03,2015	Alvaro Vargas Venegas 56
illasenor Vargas, Jose M	2169	Jun 23,2015	11365	Jul 03,2015	J. Manuel V. 57
avala Jaimes, Humberto	2056	Jun 23,2015	11314	Jul 03,2015	Humberto ZAVALA ZAimes 58
avalz Almanza, Pedro	2161	Jun 23,2015	11358	Jul 03,2015	Pedro Z.A 59

6/24 to 6/30

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jun 30,2015	11498	Jul 10,2015	
Arias, Ricardo	2003	Jun 30,2015	11502	Jul 10,2015	1
Asencion Flores, Eusebio	2135	Jun 30,2015	11536	Jul 10,2015	2
Carrera Cortez, Martin	2014	Jun 30,2015	11511	Jul 10,2015	3
Carrera Hernandez, Camilo	2183	Jun 30,2015	11541	Jul 10,2015	4
Castaneda, David	2017	Jun 30,2015	11514	Jul 10,2015	5
Cruz Lopez, Javier	2104	Jun 30,2015	11526	Jul 10,2015	6
Cruz Perez, Antonio	2177	Jun 30,2015	11540	Jul 10,2015	7
Cruz, Delmar	2176	Jun 30,2015	11539	Jul 10,2015	8
Cruz, Jose D	2103	Jun 30,2015	11525	Jul 10,2015	9
Escovar, Jorge	2063	Jun 30,2015	11522	Jul 10,2015	10
Hernandez Hernandez, Felix Arturo	2009	Jun 30,2015	11507	Jul 10,2015	11
Hernandez Perez, Rufino	2105	Jun 30,2015	11527	Jul 10,2015	12
Hernandez, Agustin	2000	Jun 30,2015	11499	Jul 10,2015	
Hernandez, Brian H	2098	Jun 30,2015	11523	Jul 10,2015	
Hernandez, Fabian	2013	Jun 30,2015	11510	Jul 10,2015	13
Hernandez, Francisco	2022	Jun 30,2015	11518	Jul 10,2015	14
Ibanez, Francisco A	2004	Jun 30,2015	11503	Jul 10,2015	15
Jimenez Osornio, Jose Erick	2005	Jun 30,2015	11504	Jul 10,2015	94
Lara Amador, Reymundo	2019	Jun 30,2015	11516	Jul 10,2015	16
Lopez Cruz, Ricardo	2106	Jun 30,2015	11528	Jul 10,2015	95
Lopez Cruz, Victor	2107	Jun 30,2015	11529	Jul 10,2015	17
Lopez, Ranulfo	2054	Jun 30,2015	11520	Jul 10,2015	96
Martinez Antonio, Valentin	2016	Jun 30,2015	11513	Jul 10,2015	18
Perez Lopez, Domingo	2102	Jun 30,2015	11524	Jul 10,2015	19
Perez Vasquez, Conrrado	2057	Jun 30,2015	11521	Jul 10,2015	20
Perez, Ramiro	2137	Jun 30,2015	11537	Jul 10,2015	21
Pinon, Jose L	2015	Jun 30,2015	11512	Jul 10,2015	

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Ramirez, Matias	2139	Jun 30,2015	11538	Jul 10,2015	22
Raya Garcia, Adan	2007	Jun 30,2015	11505	Jul 10,2015	23
Raya, Jose	2112	Jun 30,2015	11532	Jul 10,2015	24
Reynoso Rodriguez, Elias	2113	Jun 30,2015	11533	Jul 10,2015	90
Reynoso Rodriguez, Jose L	2053	Jun 30,2015	11519	Jul 10,2015	25
Reynoso, Adonias O	2114	Jun 30,2015	11534	Jul 10,2015	26
Rodriguez Velasquez, Jeiner A	2111	Jun 30,2015	11531	Jul 10,2015	91
Rodriguez Velasquez, Salvador B	2110	Jun 30,2015	11530	Jul 10,2015	92
Santi Lopez, Carmelino	2021	Jun 30,2015	11517	Jul 10,2015	27
Silva Llaguno, Andres	2011	Jun 30,2015	11509	Jul 10,2015	28
Silva Llaguno, Carlos	2010	Jun 30,2015	11508	Jul 10,2015	29
Silva, Alfredo L	2001	Jun 30,2015	11500	Jul 10,2015	30
'argas Vargas, Octavio	2008	Jun 30,2015	11506	Jul 10,2015	NO PAGE
elasquez, Esdras	2134	Jun 30,2015	11535	Jul 10,2015	93
lasquez, Leny	2018	Jun 30,2015	11515	Jul 10,2015	31
asenor, Frediberto	2002	Jun 30,2015	11501	Jul 10,2015	

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Aguilar Caldera, Eliseo	2118	Jun 30,2015	11457	Jul 10,2015	✓ 78
Aguilar Marques, Irineo	2123	Jun 30,2015	11462	Jul 10,2015	✓ 79
Aguilar Soto, Trinidad	2132	Jun 30,2015	11471	Jul 10,2015	✓ 80
Aponte Rodriguez, Daniel	2185	Jun 30,2015	11495	Jul 10,2015	
Aponte Rodriguez, Johnny	2187	Jun 30,2015	11497	Jul 10,2015	
Arias Maya, German	2031	Jun 30,2015	11443	Jul 10,2015	✓ 81
Arroyo Alonso, Nicolas	2155	Jun 30,2015	11483	Jul 10,2015	✓ 82
Blanco Aguilar, Oscar J	2129	Jun 30,2015	11468	Jul 10,2015	Oscar Javier Blanco A. 32
Cervantes Aguilar, Griseldo	2121	Jun 30,2015	11460	Jul 10,2015	✓ 83
Cervantes Cumplido, Rafael	2130	Jun 30,2015	11469	Jul 10,2015	✓ 84
Chargoy Escudero, Pedro	2140	Jun 30,2015	11472	Jul 10,2015	✓ 85
Cruz Reyes, Carlos	2024	Jun 30,2015	11436	Jul 10,2015	✓ 33
Cuellar Romero, Gustavo	2146	Jun 30,2015	11477	Jul 10,2015	NO PAGA
Cumplido Aguilar, Juan M	2126	Jun 30,2015	11465	Jul 10,2015	34
De La Cruz Martinez, Eduardo	2037	Jun 30,2015	11448	Jul 10,2015	✓ 86
De La Cruz Morales, Rogelio	2131	Jun 30,2015	11470	Jul 10,2015	✓ 87
Del Angel Salas, Geovani de Jesus	2032	Jun 30,2015	11444	Jul 10,2015	✓ 35
Elizondo Soto, Miguel A	2160	Jun 30,2015	11487	Jul 10,2015	36
Flores Flores, David	2117	Jun 30,2015	11456	Jul 10,2015	✓ 37
Franco Varga, Oscar R	2147	Jun 30,2015	11478	Jul 10,2015	✓ 88
Galindo Cervantes, Honorato	2122	Jun 30,2015	11461	Jul 10,2015	38
Galindo Cervantes, Juan E	2125	Jun 30,2015	11464	Jul 10,2015	39
Galindo Reyes, Alfredo	2115	Jun 30,2015	11454	Jul 10,2015	40
Garcia Cardos, Erick G	2157	Jun 30,2015	11485	Jul 10,2015	✓ 89
Garcia Cervantes, Norberto	2128	Jun 30,2015	11467	Jul 10,2015	41
Garcia Olarte, Demetrio	2081	Jun 30,2015	11453	Jul 10,2015	✓ 42
Garcia Ramiez, Omar	2166	Jun 30,2015	11491	Jul 10,2015	✓ 43
Godinez Barcenas, Adan	2154	Jun 30,2015	11482	Jul 10,2015	✓ 44

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Gonzalez Jaimes, Amadeo	2029	Jun 30,2015	11441	Jul 10,2015	45
Guillen Segovia, Armando	2168	Jun 30,2015	11492	Jul 10,2015	46
Hernandez Zavala, Luis A	2152	Jun 30,2015	11480	Jul 10,2015	70
Hurtado Olvera, Martin	2149	Jun 30,2015	11479	Jul 10,2015	49
Jacobo Ramirez, Jose M	2156	Jun 30,2015	11484	Jul 10,2015	71
Justiniano Soto, Carlos R	2186	Jun 30,2015	11496	Jul 10,2015	48
Lara Amador, Vicente	2165	Jun 30,2015	11490	Jul 10,2015	49
Leon Hernandez, Ruben	2027	Jun 30,2015	11439	Jul 10,2015	72
Lopez Carrera, Modesto E	2028	Jun 30,2015	11440	Jul 10,2015	50
Lopez Carrera, Yreneo C	2025	Jun 30,2015	11437	Jul 10,2015	51
Lugo Morales, Gabriel	2120	Jun 30,2015	11459	Jul 10,2015	52
Luna Gonzalez, Luis A	2153	Jun 30,2015	11481	Jul 10,2015	53
Magallanes Hernandez, Carlos E	2116	Jun 30,2015	11455	Jul 10,2015	54
Martinez Arellano, Efrain	2055	Jun 30,2015	11450	Jul 10,2015	55
Martinez Arellano, Cesar	2034	Jun 30,2015	11446	Jul 10,2015	56
Martinez Cervantes, Manuel	2127	Jun 30,2015	11466	Jul 10,2015	57
Martinez Paulino, Jose	2073	Jun 30,2015	11452	Jul 10,2015	73
Mendoza Soto, Esteban	2119	Jun 30,2015	11458	Jul 10,2015	74
Pinon Rangel, Francisco J	2033	Jun 30,2015	11445	Jul 10,2015	75
Ramirez Chavez, Juan	2159	Jun 30,2015	11486	Jul 10,2015	58
Raya Tapia, Rodrigo	2164	Jun 30,2015	11489	Jul 10,2015	76
Rios Bautista, Mateo	2030	Jun 30,2015	11442	Jul 10,2015	59
Rodriguez Jaimes, Armando	2038	Jun 30,2015	11449	Jul 10,2015	60
Romero Arrendondo, Alejandro	2143	Jun 30,2015	11475	Jul 10,2015	77
Sanchez Villasenor, Alejandro	2036	Jun 30,2015	11447	Jul 10,2015	61
Sanchez Villasenor, Saul	2026	Jun 30,2015	11438	Jul 10,2015	62
Santoyo Castro, Ricardo	2170	Jun 30,2015	11494	Jul 10,2015	63
Silva Lopez, Jose L	2144	Jun 30,2015	11476	Jul 10,2015	X Jose Luis Silva Lopez 64

DOL01378

AR - 0330

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Soto Gurrola, J Santos	2124	Jun 30,2015	11463	Jul 10,2015	
Tapia Barbosa, Aramndo	2142	Jun 30,2015	11474	Jul 10,2015	
Vargas Venegas, Alvaro	2141	Jun 30,2015	11473	Jul 10,2015	
Villasenor Vargas, Jose M	2169	Jun 30,2015	11493	Jul 10,2015	
Zavala Jaimes, Humberto	2056	Jun 30,2015	11451	Jul 10,2015	
Zavalz Almanza, Pedro	2161	Jun 30,2015	11488	Jul 10,2015	

MOYO 80✓ 38
CARLOS S 80✓
NIÑO 80✓
EDRAS 80✓
FICO HNDR 80✓
JAVIER CRUZ 80✓
VICTOR LOPEZ 80✓
FAVIAN 80✓
SAUL SANCHEL 80✓
ALEJANDRO SAN 80✓
ADAN 80✓
JEINER 80✓
ELISEO 80✓
JOSE D CRUZ 80✓
RUBEN LEON 80✓
DOMINGO PEREZ 80✓
IBANEZ 80✓
CUAJO 80✓
MATIAS IZAM 80✓
CHICHO 80✓
ELIAS 80✓
RICARDO LOP 80✓
VICENTE ZARA 80✓
CESAR 80✓
AMADEO 80✓
Salvador 80✓
Humberto 80✓
EUSEBIO 80✓
GRANDE 80✓

CABALLO 80✓
CAMILO 80✓
MARTIN 80✓
JAVIER CRUZ 80✓
VICTOR LOPEZ 80✓
MOYO 80✓
JEINER 80✓
DOMINGO PEREZ 80✓
NIÑO 80✓
FICO HNDR 80✓
AMADEO 80✓
CESAR 80✓
RUBEN LEON 80✓
PAULINO 80✓
CHICHO 80✓
EDUARDO 80✓
DEMETRIO 80✓
EUSEBIO 80✓
HUMBERTO 80✓
SAUL 80✓
FAVIAN 80✓
GRANDE 80✓
ALFREDO SILVA 80✓
ALEJANDRO S 80✓
CARLOS S 80✓
RICARDO SANTOYO 80✓
DARIO MORALES 80✓
FICO PITON 80✓
ALEJANDRO DOMERO 80✓
ANTONIO CRUZ P 80✓
ELIAS REYNOSO 80✓
PIGUI 80✓
LUIS LUNA 80✓
SALVADOR 80✓

Lonche: Junio 26,

BED BATH & BEYOND #207
1755 DEPTFORD CENTER ROAD
DEPTFORD, NJ 08096
(856) 228-1256

00207 10 06/24/15-1453 453997 51-3404

RVN # 0020-7340-4051-0624 1500

BLNDR HMSPH BRV 1T
216140541O OUR PRICE 199.99-RET
*STR CPN T 40.00 RET
YOUR PRICE **159.99-**
BLNDR HMSPH BRV 1T
216140541O OUR PRICE 199.99
20% OFF ITEM T 40.00-
YOUR PRICE **159.99**
SUBTOTAL .00

TOTAL .00

CHANGE .00

YOUR TOTAL SAVINGS $ **40.00**

COUPONS APPLIED: 1
1 - 20% OFF ITEM $ 40.00

RVN # 0020-7340-4051-0624-1500

Go Mobile! Text OFFER to 239663
First time subscribers get a
20% OFF one single item
In-Store or Online mobile offer.
Message & Data Rates may apply.

Up to 8 messages per month.
Text STOP to 239663 to cancel.
Text HELP to 239663 for info.
http://www.bedbathandbeyond.com/tcp
for Terms, Conditions, and Privacy

THANKS FOR SHOPPING BED BATH & BEYOND

DOL01381

AR - 0333

ACME.

You're in for something fresh.™

857 Route 45
PILESGROVE, NJ 08098
Phone # (856) 769-8000
Store Director -Chelsea Dealaney

Cashier:Self Checkout

06/24/15 20:09:03

GROCERY

ZONE GUYS IC CONE	0536620003	5.99	F
PREPACK MEAT			
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
MISSION TORTILLAS	7373100415	3.39	F
SUBTOTAL		73.79	
TOTAL TAX		.00	
TOTAL		73.79	
Cash TENDER		80.00	

DF [illegible] STORE # 3[illegible]
1[illegible] WEST AVE
WOODSTO NJ 08[illegible]
(8[illegible] 769-92[illegible]

VE[illegible] IL 1280.		E	6 00
[illegible]		E	2 40
[illegible]		E	2 40
[illegible]		E	2 40



We value your opinion!
Be the next $1,000 Winner!
3 winners per month
Complete a survey about today's visit
1 1 1 866.214.5750
Or visit www.dollargeneralsurvey.com

0866-8607-3088-243

Para completar un estudio
De esta tienda en Espanol y entrar
En unos sorteos para ganar $1,000.
Por favor llame: 1.866.214.5750
Visita www.dollargeneralsurvey.com
*To report survey technical difficulties.
Please call 1.800.382.4798 for help.

CUT HERE

JULY 3RD - JULY 4TH ONLY!

DG Store Coupon | Valid 7/3/2015 - 7/4/2015

$5 OFF $25

(856) 853 - 0219
06/28/15 15:27 7472 6670 008 2908

ELIA PINON ROQUE

****** Bottom of Basket Count 1 ******				
	776803	BLEACH		9.47 T
****** Bottom of Basket Count 1 ******				
		12 @ 3.58		
E	6866	BREAD	F	42.96 N
	309224	FOAM PLATES		10.98 T
E	628378	FANCY COOKIF		6.34 N
	297123	PLATES 48 C		15.98 N
	988514	WHITE SPOON		9.97 T
	121646	DAWN GALLON		11.44 T
E	959780	CROISSANT	F	5.74 N
	277253	CLOROX WIPE		13.48 T
	163859	LYSOL		7.87 T
	387370	FABULOSO		7.88 T
E	362153	BANANAS	I	1.49 N
E	749734	CAR WHOLE	I	3.58 N
	345724	LETTUCE 2CTI		2.38 N
E	51473	CHEESE 5#	F	13.66 N
E	142186	SLICED HAM	F	8.18 N
E	142186	SLICED HAM	F	8.18 N
E	142186	SLICED HAM	F	8.18 N
E	142186	SLICED HAM	F	8.18 N
E	142186	SLICED HAM	F	8.18 N
E	51473	CHEESE 5#	F	13.66 N
E	142186	SLICED HAM	F	8.18 N
E	63882	MOZZ SHRED	F	11.64 N
	402488	STRAWBERRIEF		5.98 N
E	835891	PINE GOLDENI		2.98 N
E	702202	MANGO	I	6.98 N
E	516087	NUTELA35.3OF		6.65 N
E	796060	TRIFUN430Z	F	6.78 N
E	677162	COCOA PUFFSF		6.17 N
E	134929	PARM CHEESEF		8.98 N
		9 @ 2.82		
E	126238	WHOLEMILK	F	25.38 N
E	126176	DC 2% MILK	F	2.61 N
E	126176	DC 2% MILK	F	2.61 N
E	126176	DC 2% MILK	F	2.61 N
E	39006	GREEN BEANSI		3.48 N
E	714105	CHUNK LIGHTF		9.78 N
E	714105	CHUNK LIGHTF		9.78 N
E	714105	CHUNK LIGHTF		9.78 N
E	95438	MZLA GRN DTF		8.49 N

E	122076	POLAND 28PKF	6.98 N
E	714105	CHUNK LIGHTF	9.78 N
E	41687	MAYO 1 GAL F	12.50 N
E	347335	NESQUIKCHOCF	7.78 N
	988514	WHITE SPOON	9.97 T
E	39006	GREEN BEANSI	3.48 N
E	832593	GOGURT 32CTF	6.98 N
E	832593	GOGURT 32CTF	6.98 N
E	537670	25# SUGAR F	11.98 N
E	882246	TOM SAUCE I	7.38 N
E	68874	LACTAID 2% F	7.12 N
E	68874	LACTAID 2% F	7.12 N
E	811688	SWEET CORN F	6.38 N
E	882246	TOM SAUCE I	7.38 N
	INST SV	CLOROX WIPE	2.75-N
	INST SV	LYSOL	3.25-N
E	INST SV	NUTELA35.30	2.00-N
		SUBTOTAL	485.88
	TAX 1	7.000 %	5.67
		TOTAL	491.55
		CASH TEND	500.00
		CHANGE DUE	8.45

Additional Savings This Trip:

Sam's Instant Savings: $8.00

* Excluded items not eligible for discount due to applicable law

Visit samsclub.com to see your savings

ITEMS SOLD 75

TC# 7505 0344 7341 1884 8263 6

Please tell us about your shopping experience
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECE
ONE OF FIVE $1,000 SAM'S CLUB SHOPPING CARDS
Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary to enter or win. To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

15163

CUSTOMER'S ORDER NO. | DATE 6-24-15

NAME Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	1	plum		
2	1	Tomatillo		
3				
4				
5				
6				
7				
8				
9				
10				
11				
12		Octavio Varos		

RECEIVED BY

A-4705
T-16528

KEEP THIS SLIP FOR REFERENCE

01-11

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ [illegible]02
~~856-455-1090~~

CUSTOMER'S ORDER NO. | DATE 6-27-15

NAME Agustin Paid

ADDRESS

CITY, STATE, ZIP Total $ 1005.50

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
1	Jalapeño					30

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	2	Tomatillo	30	60
2	2	Pom	20	40
3	1	Chipotle grade		57
4	1	morena Rajas G		41
5	1	Achiote y culantro		4
6	1	Sopa fideo		10
7	1	Sopa letras		10
8	1	Tortillas		28
9	1	maisena		2.000
10	1	Frijo puyto		55
11	16	Chile arbol	15	240
12	8	@30pk	27	216
	1	mescafe grade		70

RECEIVED BY ~~150 de postrera 75~~ 119.50

A-4705
T-46528

KEEP THIS SLIP FOR REFERENCE 01-11

1005.50

M.C. MEXICAN [illegible] NO. 120

319 N. Pearl Street • Bridgeton, NJ 08302

(856) 558-4589

Date 6/26/15

Sold To Agustin Hernandez Contact

Phone

Quantity	Description	Unit Price	Total
50	Pq Pan Mex		
1	bt frijol pinto		80.00
1 cs	mole doña maria		36
1 cs	chiles vinagre Ma		30
1 cs	chile verde		30
1 cs	tomatillo verde		25
1 cs	tomate plum		20
1 cs	Aceite Masola		38
25	Lb chile guajillo		87.50
25	Lb chile arbol		75
			$ 421.50
	Paid cash		
	Thank you for your Order	TOTAL	

DOL01387

AR - 0339

726

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/27/2015

NAME Land Food Market

ADDRESS 856 899 7353

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	bote ajo Pelado	16.00	16.00
2	10	bolsa de Papa	3.50	35.00
3	3	bolsita de Oregano	2.00	6.00
4	8	Caja square	11.00	88.00
5	3	Jumex ~~Caja~~ lata	15.99	47.97
6	7	manojo Silantro	1.00	7.60
7	1	Galon Naranja agria	12.00	12.00
8	100	Panes	.75	75.00
9	1	Caja de lechuga	25.00	25.00
10	1	Jumex	18.00	18.00
11				
12			total	~~330.00~~
13			+	5.00
14				
15			total	$335.00
16				
17				
18				

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/27/2015

NAME Laurel Food Market

ADDRESS 856 899 7353

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	10	Caja de lechuga	30.00	300.00
2	10	bolsita de oregano	10.00	100.00
3	5	Naranja Agria	15.00	75.00
4	2	Cajas cilantro	20.00	40.00
5	3	bultos de Papa	30.00	90.00
6	200	Panes	1.00	200.00
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

Pagado 06/27/2015

RECEIVED BY

total 805.00

01-11

KEEP THIS SLIP FOR REFERENCE

12024

CUSTOMER'S ORDER NO. Agustin | DEPARTMENT | DATE 06/27/15

NAME La Fiesta LLC

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	100	bistec/C	4.29	429.00
2	100	Chuleta Puerco	2.99	97.81
3	90	Costillas Rez	2.79	386.10
4	90	Cerdo	2.99	269.10
5	95	cubos res	4.29	386.10
6	90	Cubos cerdo	2.99	269.10
7	95	Carne Molida	2.99	284.05
8	15	Leg Quarter	25.00	375.00
9	40	Hdm	3.99	159.60
10	100	Pechuga sin hueso	1.99	199.00
11	400	Pan	1.00	$400.00
12	80	Chorizo	2.99	239.20
13				
14				
15				
16				
7				
8				

Paid 06/27/15

RECEIVED BY

$3,493.26

805
1320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

1.0257

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 06/29/15
NAME Agustin		
ADDRESS		
CITY, STATE, ZIP Carol Good Market		

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	caja tonde plan	20.00	20.00
2	1	tomatillo	28.00	28.00
3	54pc	Pan	.75	40.50
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14			$	88.50
15				
16				
17				
18				

Payed Cash

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

DOL01391

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/28/15

NAME Laurel Food Market

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	4	Goya	4.99	19.99
2	5	~~Suero~~	~~23.00~~	~~125.00~~
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18			total	145.00

Rayal 06/28/15

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

DOL01392

NOTAS MIERCOLES 24 JUNIO 2015

MARTES 30 JUNIO 2015

COOKING JUNIO 6/26/15 700.00

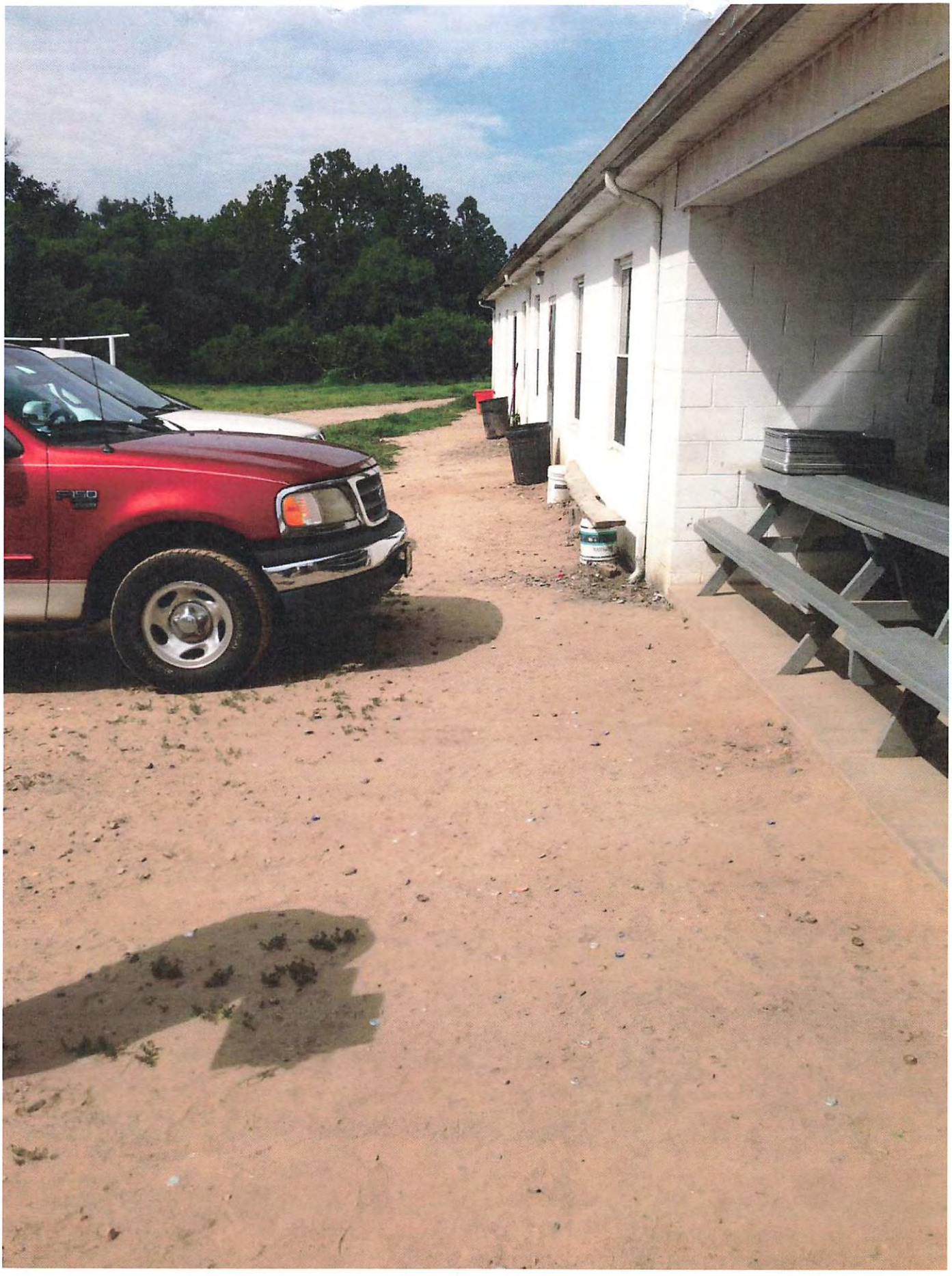
700.00

06/24/15	73.79	385.00
06/26/15	421.00	
06/24/15	50.00	
06/25/15	29.60	
06/28/15	12.00	
06/27/15	335.00	
06/28/15	20.00	
06/29/15	88.50	
06/27/15	3,493.26	
06/27/15	~~5,805.00~~	893.00
06/28/15	~~488.88~~	491.55
06/27/15	805.00	

$ 8,497.7

DOL01394

AR - 0346



DOL01828

AR - 0347



DOL01820

AR - 0348

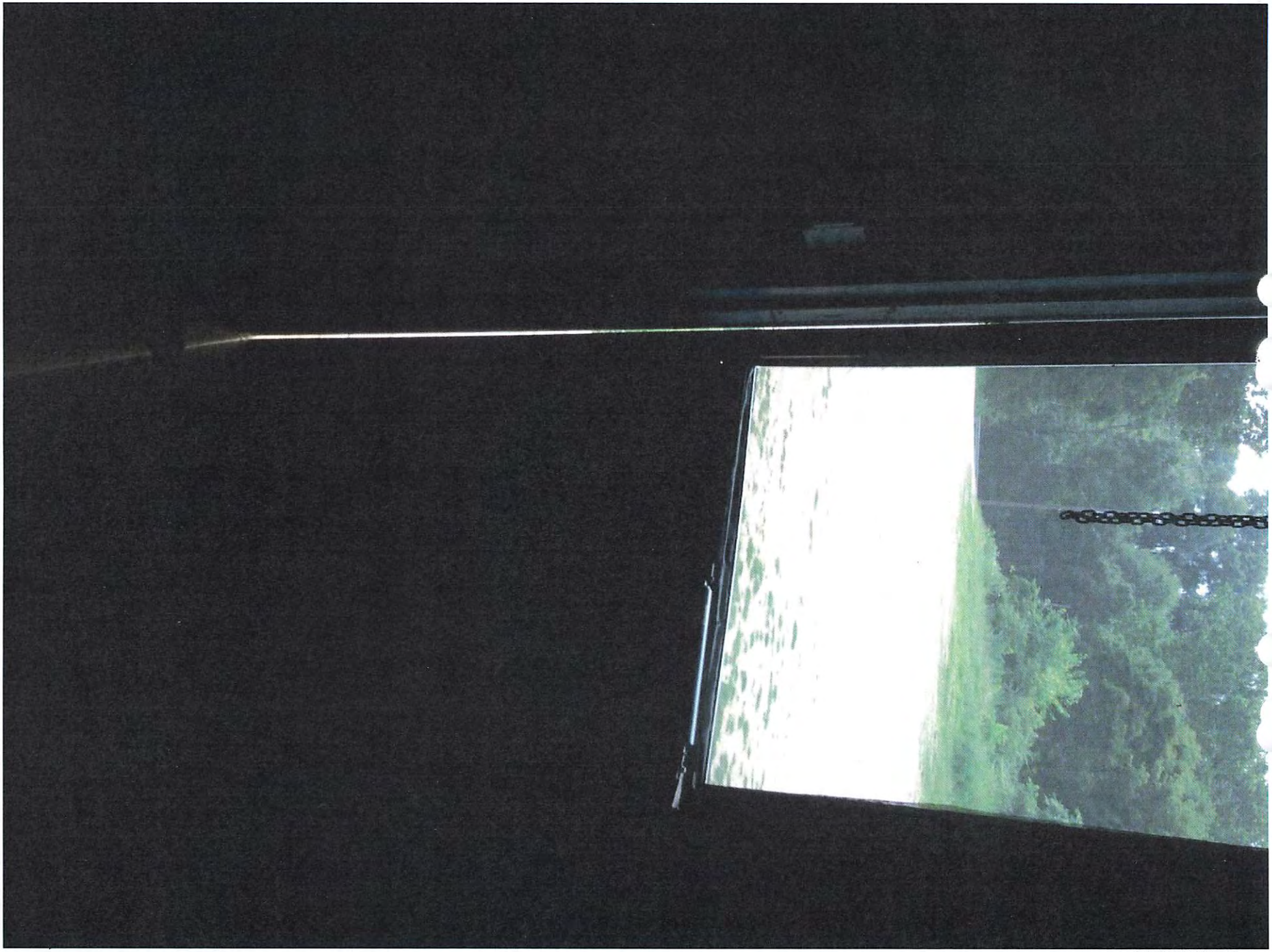
DOL01829



DOL01859



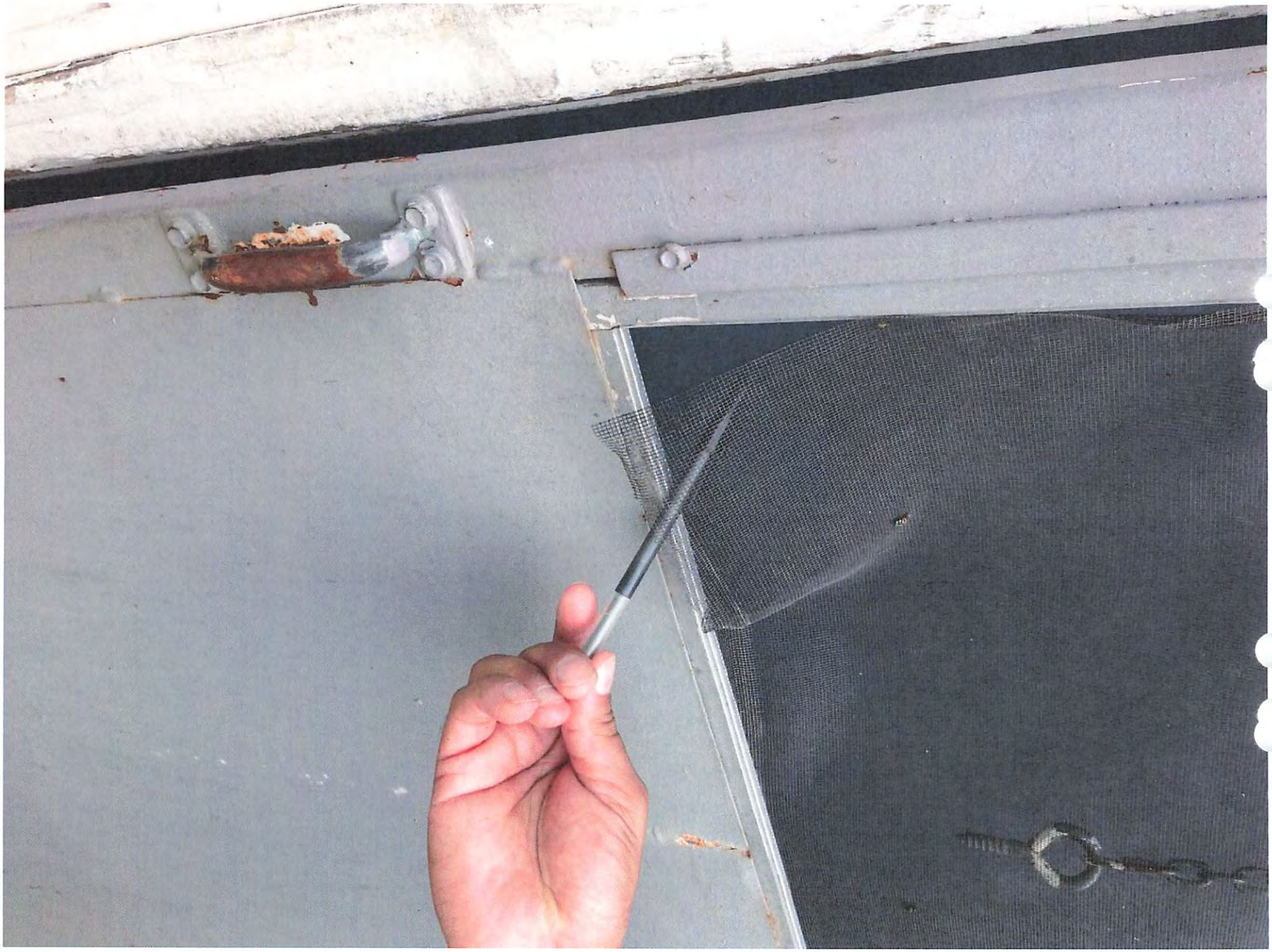
DOL01860



DOL01813



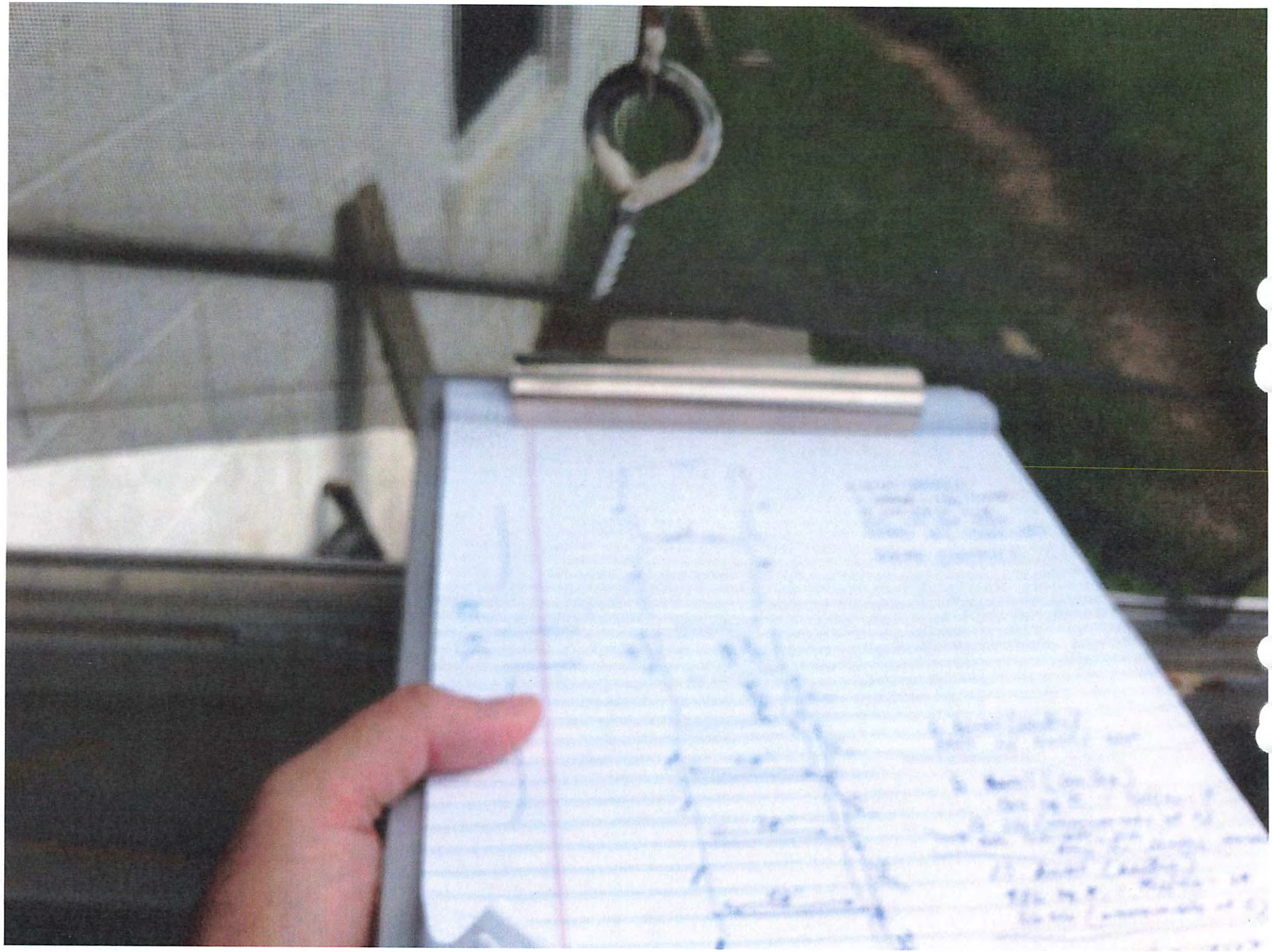
DOL01819



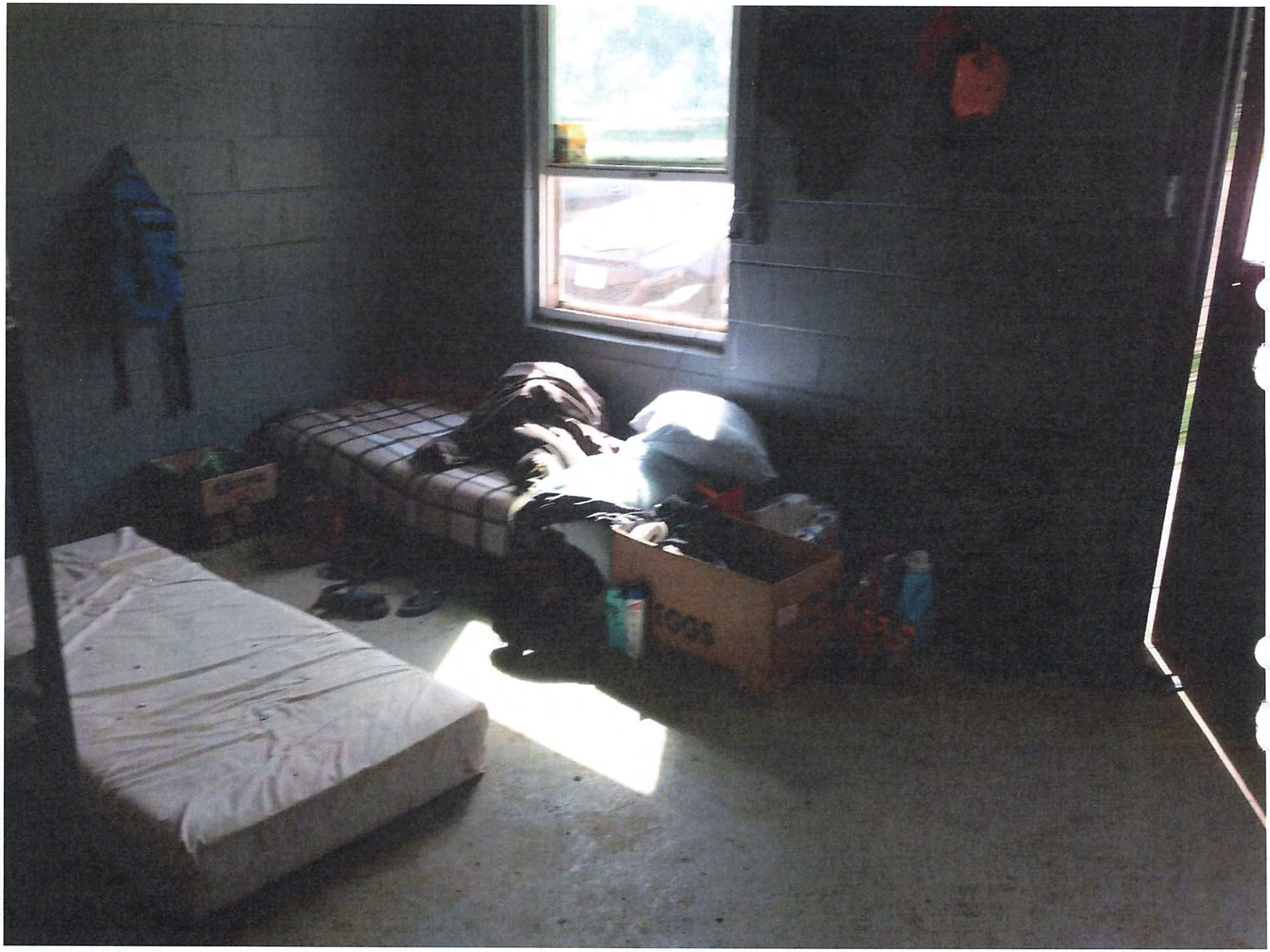
DOL01840



DOL01832



DOL01848



DOL01808



DOL01910



DOL01909



DOL01878



DOL01880

AR - 0361


Estados Unidos Mexicanos
Gobierno del Estado de Michoacán
MICHOACÁN TRABAJA
2008-2012
LICENCIA DE CONDUCIR
FREDIBERTO
VILLASEÑOR HERNANDEZ
PII
EXPIRA 29/11/2014
Fredberto U.A
SERVICIO PUBLICO
FIRMA DEL INTERESADO
480787
ave been

FECHA DE EXPEDICION : 29/11/2011

FECHA DE NACIMIENTO :

CURP

PUPO SANGUINEO :

ONADOR DE ORGANOS : NO

BSERVACIONES :

RESTRICCIONES

N CASO DE EMERGENCIA LLAMAR A :

HECTO VILLASEÑOR VARGAS

cel. PII

DIRECTOR DE SEGURIDAD
PUBLICA Y TRANSITO


Vivir Mejor
Licencia Federal
de Conductor
GOBIERNO FEDERAL
SCT
SAUL
SANCHEZ
VILLASEÑOR
CURP
Vigente desde 20/01/2012 hasta 20/01/2017
Antigüedad

AR - 0364


No. MED. PREVENTIVA:
LENTES
DIABETES
GPO. SANG.
HIPERTENSION
OBSERVACIONES:
F) PASAJE, PUERTOS Y AEROPUERTOS:
VALIDA SOLO PARA CIRCULAR EN LA
REPÚBLICA MEXICANA
Esta Licencia deberá renovarse a partir del 21/12/2016
C.I. Morelia
20/01/2012
13:07:53
Ing. Miguel H. Elizalde Lizarraga
Director General del Autotransporte Federal
FOLIO
00000009
Consulte la vigencia de la licencia en la siguiente dirección:
http://licencias.sct.gob.mx/dgaf


Estados Unidos Mexicanos
Gobierno del Estado de Michoacán
LICENCIA DE CONDUCIR
Michoacán
2012 - 2015
Compromiso de tr
2012 - 2015
JOSE MANUEL VILLASEÑOR VARGAS
PII
SERVICIO PÚBLICO ESTATAL
EXPIRA: 04/09/2016
FIRMA DEL INTERESADO

AR - 0366


FECHA DE EXPEDICIÓN: 04/09/2013
FECHA DE NACIMIENTO:
CURP:
GRUPO SANGUÍNEO:
DONADOR DE ORGANOS: SI
OBSERVACIONES:
PII
RESTRICCIONES
NINGUNA
Michoacán
2012 - 2015
Compromiso de todos
COMISARIO PEDRO GOMEZ CELADA
DIRECTOR DE SEGURIDAD PÚBLICA Y TRÁNSITO
Tel. Seguro: 01 800 276 8537

AR - 0367

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

WHD
U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

(1)

22 July 15
(Date)

(Mr.)
Miss
Mrs.

ESTABLISHMENT - KITCHEN
(Place of interview)

I, Ms. AGUSTINE HERNANDEZ, of 744 TOMLIN-STATION ROAD
(Name of employee) (Number, street, apt. no.)

MULLICA HILL | NJ | 08062
(City or town) State Zip Code

609-743-0187
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

____ years of age, (was/have been employed by) SUN VALLEY ORCHARDS, LLC
(Establishment)

_____ for the approximate period from June 1990 to PRESENT
(Location of establishment) (if still employed state "present")

as FLC
(Occupation or description of duties)

Statement: I began working for MERINO BROS SINCE 1990. It is now called SUN VALLEY ORCHARDS. I am currently registered as an FLC. REGISTRATION NUMBER C-03-12472B-E-16-A expires on July 31, 2016. I do not work for any other farmers. I work from FEBRUARY (end), MARCH to October, 1ST or 2nd week every year. There are currently about 108 workers here, split 50% H-2A and domestic. The domestic workers come from Florida. They call me in MARCH / APRIL and they ask me when to come. I tell them when to report. I know about how many we need each year. I do not have to check with RUSS. I supervise All the workers. I get paid $11.29 per hour plus

A.H. 8-7

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

DOL00187

AR - 0368

commission based on the type, quantity and quality of the fruit after pick out. The workers get paid $11.29 or paid by commission / crew piece rate. Normally everyone makes $11.29, rarely they make more. I control the work in the fields, but Russ Jr. tells me what fields to pick. Harry Merino also tells me where to go and what to pick. We pick peppers, pickles, cucumbers, squash, egg plants and peaches. I provided disclosure forms to both H-2A and domestic workers when they first arrived, about 40 or 50. I did not provide the groups that arrived later. The workers began to arrive in March, they were trimmers. The H-2As arrived in April. The first group of H-2As were all picking Asparagus. Some did not like the work, so about 19 left after 1 1/2 weeks. The transportation was paid when they arrived, but they paid their own transportation back, but I am not sure where they went. The domestic workers drive up from Florida on their own. The H-2As arrive on a big bus from Mexico. We provide transportation to wash clothes at no charge. Saul Sanchez drives the bus. He has a Mexican driver's license. No transportation is provided to go shopping or buy food on their own. The kitchen is closed. Workers do not have access to kitchen to cook and store food. There are currently 4 H-2A workers that did not participate in the meal plan. I found out yesterday that they were cooking in their room

P.H 8-7

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

(2)

22 July 15
(Date)

Mr.
Miss
Mrs.

ESTABLISHMENT - KITCHEN
(Place of interview)

I, Ms. Agustine Hernandez, of 744 TOMLIN-STATION ROAD
(Name of employee) (Number, street, apt. no.)

MULLICA HILL | NJ | 08062
(City or town) State Zip Code

609-743-0187
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

____ years of age, (was/have been employed by) Sun Valley Orchards, LLC
(Establishment)

____ for the approximate period from Jul 1990 to present
(Location of establishment) (if still employed state "present")

as FLC
(Occupation or description of duties)

(cont.)
Statement: on a hot plate. The meal plan is $75.00 per week, 3 meals x 7 days a week. $80.00 was charged for 2 weeks only. The prices for soda $1.00, Gatorade $1.00, Monster $2.00, Juices $2.50, Tarritos $1.00, Soup .75¢ Chips .75¢ I do not sell beer. I sometimes purchase for the workers or they purchase and we allow them to store it. The pickers are paid by the farmer, but I pay the kitchen workers. There are 3 workers in the kitchen. My wife, Ruth gets $700 a week; Lucia $400; and Felix $700. Workers in the kitchen work about 10 hours a day, 7 days a week, except Lucia

AH B-T-a

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

DOL00189

AR - 0370

who works 5 hours a day. I am also responsible for the housing. Everyone is provided bed sheets There are no problems in the camp that I am aware of. There is always cool drinking water in the field with cups. The port a Johns are serviced once a week, every Thursday. I put a roll of toilet paper in the camp bathrooms once a week, but normally they take the paper with them when they use the facility. As far as drinks sold, I would say about 3 to 4 a day on average. Probably only 60 to 70 people buy drinks in the field.

I have had the above statement read to me and it is true and correct.

x Agustin Hernandez 07-22-15

Statement taken by WHI [signature]

B-7

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
2	1	5/26/2015	1006	Baltazar	Arias	Dom.	71.5	$0.00
3		6/2/2015	1006	Baltazar	Arias	Dom.	70.75	$0.00
4		6/9/2015	1006	Baltazar	Arias	Dom.	76.75	$0.00
5		6/16/2015	1006	Baltazar	Arias	Dom.	76.51	$0.00
6		6/23/2015	1006	Baltazar	Arias	Dom.	75	$0.00
7		6/30/2015	1006	Baltazar	Arias	Dom.	73.51	$0.00
8		7/7/2015	1006	Baltazar	Arias	Dom.	77.26	$0.00
9		7/14/2015	1006	Baltazar	Arias	Dom.	73.5	$0.00
10		7/21/2015	1006	Baltazar	Arias	Dom.	59.75	$0.00
11		7/28/2015	1006	Baltazar	Arias	Dom.	67.75	$0.00
12		8/11/2015	1006	Baltazar	Arias	Dom.	68	$0.00
13		8/18/2015	1006	Baltazar	Arias	Dom.	67.27	$0.00
14		8/25/2015	1006	Baltazar	Arias	Dom.	69	$0.00
15		9/1/2015	1006	Baltazar	Arias	Dom.	72.99	$0.00
16		9/8/2015	1006	Baltazar	Arias	Dom.	74.75	$0.00
17		9/15/2015	1006	Baltazar	Arias	Dom.	62.25	$0.00
18		9/22/2015	1006	Baltazar	Arias	Dom.	61	$0.00
19								$0.00
20								
21		4/21/2015	2000	Agustin	Hernandez	Dom.	21.25	$0.00
22		4/28/2015	2000	Agustin	Hernandez	Dom.	49.75	$0.00
23		5/5/2015	2000	Agustin	Hernandez	Dom.	84	$0.00
24		5/12/2015	2000	Agustin	Hernandez	Dom.	84.25	$0.00
25		5/19/2015	2000	Agustin	Hernandez	Dom.	82.5	$0.00
26		5/26/2015	2000	Agustin	Hernandez	Dom.	78.75	$0.00
27		6/2/2015	2000	Agustin	Hernandez	Dom.	78.75	$0.00
28		6/9/2015	2000	Agustin	Hernandez	Dom.	85.25	$0.00
29		6/16/2015	2000	Agustin	Hernandez	Dom.	81.75	$0.00
30		6/23/2015	2000	Agustin	Hernandez	Dom.	82.25	$0.00
31		6/30/2015	2000	Agustin	Hernandez	Dom.	79.25	$0.00
32		7/7/2015	2000	Agustin	Hernandez	Dom.	83.25	$0.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
33		7/14/2015	2000	Agustin	Hernandez	Dom.	67.75	$0.00
34		7/21/2015	2000	Agustin	Hernandez	Dom.	64.25	$0.00
35		7/28/2015	2000	Agustin	Hernandez	Dom.	71.25	$0.00
36		8/4/2015	2000	Agustin	Hernandez	Dom.	67.75	$0.00
37		8/11/2015	2000	Agustin	Hernandez	Dom.	70.75	$0.00
38		8/18/2015	2000	Agustin	Hernandez	Dom.	70.5	$0.00
39		8/25/2015	2000	Agustin	Hernandez	Dom.	77.75	$0.00
40		9/1/2015	2000	Agustin	Hernandez	Dom.	75.75	$0.00
41		9/8/2015	2000	Agustin	Hernandez	Dom.	77.75	$0.00
42		9/15/2015	2000	Agustin	Hernandez	Dom.	70.5	$0.00
43		9/22/2015	2000	Agustin	Hernandez	Dom.	63.5	$0.00
44								$0.00
45								
46	2	4/21/2015	2001	Alfredo L	Silva	Dom.	44.75	$75.00
47		4/28/2015	2001	Alfredo L	Silva	Dom.	65.25	$75.00
48		5/5/2015	2001	Alfredo L	Silva	Dom.	81.25	$75.00
49		5/12/2015	2001	Alfredo L	Silva	Dom.	84	$75.00
50		5/19/2015	2001	Alfredo L	Silva	Dom.	79.75	$75.00
51		5/26/2015	2001	Alfredo L	Silva	Dom.	77.75	$75.00
52		6/2/2015	2001	Alfredo L	Silva	Dom.	82.5	$75.00
53		6/9/2015	2001	Alfredo L	Silva	Dom.	69.75	$75.00
54		6/16/2015	2001	Alfredo L	Silva	Dom.	69.75	$75.00
55		6/23/2015	2001	Alfredo L	Silva	Dom.	60.75	$80.00
56		6/30/2015	2001	Alfredo L	Silva	Dom.	77	$80.00
57		7/7/2015	2001	Alfredo L	Silva	Dom.	82.5	$80.00
58		7/14/2015	2001	Alfredo L	Silva	Dom.	73	$75.00
59		7/21/2015	2001	Alfredo L	Silva	Dom.	61.75	$75.00
60		7/28/2015	2001	Alfredo L	Silva	Dom.	75.5	$75.00
61		8/4/2015	2001	Alfredo L	Silva	Dom.	80.5	$75.00
62		8/11/2015	2001	Alfredo L	Silva	Dom.	73.75	$75.00
63		8/18/2015	2001	Alfredo L	Silva	Dom.	70.25	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
64		8/25/2015	2001	Alfredo L	Silva	Dom.	72.5	$75.00
65		9/1/2015	2001	Alfredo L	Silva	Dom.	75	$75.00
66		9/8/2015	2001	Alfredo L	Silva	Dom.	79.25	$75.00
67		9/15/2015	2001	Alfredo L	Silva	Dom.	70	$75.00
68		9/22/2015	2001	Alfredo L	Silva	Dom.	65.5	$75.00
69								$1,740.00
70								
71	3	4/21/2015	2002	Frediberto	Villasenor	Dom.	39.25	$0.00
72		4/28/2015	2002	Frediberto	Villasenor	Dom.	41.5	$0.00
73		5/5/2015	2002	Frediberto	Villasenor	Dom.	92.25	$0.00
74		5/12/2015	2002	Frediberto	Villasenor	Dom.	73.75	$0.00
75		5/19/2015	2002	Frediberto	Villasenor	Dom.	73	$0.00
76		5/26/2015	2002	Frediberto	Villasenor	Dom.	70.75	$0.00
77		6/2/2015	2002	Frediberto	Villasenor	Dom.	70.75	$0.00
78		6/9/2015	2002	Frediberto	Villasenor	Dom.	78.25	$0.00
79		6/16/2015	2002	Frediberto	Villasenor	Dom.	74.49	$0.00
80		6/23/2015	2002	Frediberto	Villasenor	Dom.	73.5	$0.00
81		6/30/2015	2002	Frediberto	Villasenor	Dom.	74.5	$0.00
82		7/7/2015	2002	Frediberto	Villasenor	Dom.	78.49	$0.00
83		7/14/2015	2002	Frediberto	Villasenor	Dom.	73.75	$0.00
84		7/21/2015	2002	Frediberto	Villasenor	Dom.	58.74	$0.00
85		7/28/2015	2002	Frediberto	Villasenor	Dom.	66.25	$0.00
86		8/4/2015	2002	Frediberto	Villasenor	Dom.	61.01	$0.00
87		8/11/2015	2002	Frediberto	Villasenor	Dom.	65	$0.00
88		8/18/2015	2002	Frediberto	Villasenor	Dom.	66.51	$0.00
89		8/25/2015	2002	Frediberto	Villasenor	Dom.	62.25	$0.00
90		9/1/2015	2002	Frediberto	Villasenor	Dom.	72	$0.00
91		9/8/2015	2002	Frediberto	Villasenor	Dom.	75	$0.00
92		9/15/2015	2002	Frediberto	Villasenor	Dom.	61.49	$0.00
93		9/22/2015	2002	Frediberto	Villasenor	Dom.	58	$0.00
94								$0.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
95								
96	4	4/21/2015	2003	Ricardo	Arias	Dom.	25.5	$75.00
97		4/28/2015	2003	Ricardo	Arias	Dom.	45.5	$75.00
98		5/5/2015	2003	Ricardo	Arias	Dom.	76	$75.00
99		5/12/2015	2003	Ricardo	Arias	Dom.	86	$75.00
100		5/19/2015	2003	Ricardo	Arias	Dom.	84	$75.00
101		5/26/2015	2003	Ricardo	Arias	Dom.	75.25	$75.00
102		6/2/2015	2003	Ricardo	Arias	Dom.	69.5	$75.00
103		6/9/2015	2003	Ricardo	Arias	Dom.	75.75	$75.00
104		6/16/2015	2003	Ricardo	Arias	Dom.	75.75	$75.00
105		6/23/2015	2003	Ricardo	Arias	Dom.	74.22	$80.00
106		6/30/2015	2003	Ricardo	Arias	Dom.	73	$80.00
107		7/7/2015	2003	Ricardo	Arias	Dom.	75.51	$80.00
108		7/14/2015	2003	Ricardo	Arias	Dom.	71.25	$75.00
109		7/21/2015	2003	Ricardo	Arias	Dom.	57.75	$75.00
110		7/28/2015	2003	Ricardo	Arias	Dom.	65.25	$75.00
111		8/4/2015	2003	Ricardo	Arias	Dom.	60	$75.00
112		8/11/2015	2003	Ricardo	Arias	Dom.	65.26	$75.00
113		8/18/2015	2003	Ricardo	Arias	Dom.	29.5	$75.00
114		8/25/2015	2003	Ricardo	Arias	Dom.	47.75	$75.00
115		9/1/2015	2003	Ricardo	Arias	Dom.	72.74	$75.00
116		9/8/2015	2003	Ricardo	Arias	Dom.	74.25	$75.00
117		9/15/2015	2003	Ricardo	Arias	Dom.	62.25	$75.00
118		9/22/2015	2003	Ricardo	Arias	Dom.	58.26	$75.00
119								$1,740.00
120								
121	5	4/21/2015	2004	Fracisco A	Ibanez	Dom.	31.5	$75.00
122		4/28/2015	2004	Fracisco A	Ibanez	Dom.	43	$75.00
123		5/5/2015	2004	Fracisco A	Ibanez	Dom.	74.5	$75.00
124		5/12/2015	2004	Francisco A	Ibanez	Dom.	82	$75.00
125		5/19/2015	2004	Francisco A	Ibanez	Dom.	81.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
126		5/26/2015	2004	Francisco A	Ibanez	Dom.	74.75	$75.00
127		6/2/2015	2004	Francisco A	Ibanez	Dom.	74.75	$75.00
128		6/9/2015	2004	Francisco A	Ibanez	Dom.	74.25	$75.00
129		6/16/2015	2004	Francisco A	Ibanez	Dom.	73.24	$75.00
130		6/23/2015	2004	Francisco A	Ibanez	Dom.	71.5	$80.00
131		6/30/2015	2004	Francisco A	Ibanez	Dom.	72.76	$80.00
132		7/7/2015	2004	Francisco A	Ibanez	Dom.	74.75	$80.00
133		7/14/2015	2004	Francisco A	Ibanez	Dom.	70.51	$75.00
134		7/21/2015	2004	Francisco A	Ibanez	Dom.	45.78	$75.00
135		7/28/2015	2004	Francisco A	Ibanez	Dom.	68	$75.00
136		8/4/2015	2004	Francisco A	Ibanez	Dom.	67.25	$75.00
137		8/11/2015	2004	Francisco A	Ibanez	Dom.	70.28	$75.00
138		8/18/2015	2004	Francisco A	Ibanez	Dom.	67.25	$75.00
139		8/25/2015	2004	Francisco A	Ibanez	Dom.	65.5	$75.00
140		9/1/2015	2004	Francisco A	Ibanez	Dom.	71	$75.00
141		9/8/2015	2004	Francisco A	Ibanez	Dom.	72.75	$75.00
142		9/15/2015	2004	Francisco A	Ibanez	Dom.	61	$75.00
143		9/22/2015	2004	Francisco A	Ibanez	Dom.	62.5	$75.00
144								$1,740.00
145								
146	6	4/21/2015	2005	Jose Erick	Jimenez Osornio	Dom.	28.5	$75.00
147		4/28/2015	2005	Jose Erick	Jimenez Osornio	Dom.	29.25	$75.00
148		5/5/2015	2005	Jose Erick	Jimenez Osornio	Dom.	77.25	$75.00
149		5/12/2015	2005	Jose Erick	Jimenez Osornio	Dom.	84.25	$75.00
150		5/19/2015	2005	Jose Erick	Jimenez Osornio	Dom.	78	$75.00
151		5/26/2015	2005	Jose Erick	Jimenez Osornio	Dom.	66.75	$75.00
152		6/2/2015	2005	Jose Erick	Jimenez Osornio	Dom.	70.5	$75.00
153		6/9/2015	2005	Jose Erick	Jimenez Osornio	Dom.	75.5	$75.00
154		6/16/2015	2005	Jose Erick	Jimenez Osornio	Dom.	75.5	$75.00
155		6/23/2015	2005	Jose Erick	Jimenez Osornio	Dom.	72.74	$80.00
156		6/30/2015	2005	Jose Erick	Jimenez Osornio	Dom.	71.75	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
157		7/7/2015	2005	Jose Erick	Jimenez Osornio	Dom.	75.51	$80.00
158		7/14/2015	2005	Jose Erick	Jimenez Osornio	Dom.	70.75	$75.00
159		7/21/2015	2005	Jose Erick	Jimenez Osornio	Dom.	58.25	$75.00
160		7/28/2015	2005	Jose Erick	Jimenez Osornio	Dom.	65	$75.00
161		8/4/2015	2005	Jose Erick	Jimenez Osornio	Dom.	60	$75.00
162		8/11/2015	2005	Jose Erick	Jimenez Osornio	Dom.	64.51	$75.00
163		8/18/2015	2005	Jose Erick	Jimenez Osornio	Dom.	64.26	$75.00
164		8/25/2015	2005	Jose Erick	Jimenez Osornio	Dom.	66.74	$75.00
165		9/1/2015	2005	Jose Erick	Jimenez Osornio	Dom.	71.75	$75.00
166		9/8/2015	2005	Jose Erick	Jimenez Osornio	Dom.	74.25	$75.00
167		9/15/2015	2005	Jose Erick	Jimenez Osornio	Dom.	56.5	$75.00
168		9/22/2015	2005	Jose Erick	Jimenez Osornio	Dom.	58.25	$75.00
169								$1,740.00
170								
171	7	4/28/2015	2006	Omar	Pinon Roque	Dom.	11.5	$0.00
172		5/5/2015	2006	Omar	Pinon Roque	Dom.	19.75	$0.00
173		5/12/2015	2006	Omar	Pinon Roque	Dom.	21.75	$0.00
174		7/14/2015	2006	Omar	Pinon Roque	Dom.	21.76	$0.00
175		7/21/2015	2006	Omar	Pinon Roque	Dom.	57.75	$0.00
176		7/28/2015	2006	Omar	Pinon Roque	Dom.	63.5	$0.00
177		8/4/2015	2006	Omar	Pinon Roque	Dom.	59.25	$0.00
178		8/11/2015	2006	Omar	Pinon Roque	Dom.	64	$0.00
179		8/18/2015	2006	Omar	Pinon Roque	Dom.	65.78	$0.00
180		8/25/2015	2006	Omar	Pinon Roque	Dom.	68.5	$0.00
181		9/1/2015	2006	Omar	Pinon Roque	Dom.	71.74	$0.00
182		9/8/2015	2006	Omar	Pinon Roque	Dom.	75	$0.00
183		9/15/2015	2006	Omar	Pinon Roque	Dom.	61.25	$0.00
184		9/22/2015	2006	Omar	Pinon Roque	Dom.	58.01	$0.00
185								$0.00
186								
187	8	4/21/2015	2007	Adan	Raya Garcia	Dom.	11.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
188		4/28/2015	2007	Adan	Raya Garcia	Dom.	24.75	$75.00
189		5/5/2015	2007	Adan	Raya Garcia	Dom.	71.5	$75.00
190		5/12/2015	2007	Adan	Raya Garcia	Dom.	84.25	$75.00
191		5/19/2015	2007	Adan	Raya Garcia	Dom.	71.75	$75.00
192		5/26/2015	2007	Adan	Raya Garcia	Dom.	69.25	$75.00
193		6/2/2015	2007	Adan	Raya Garcia	Dom.	69.5	$75.00
194		6/9/2015	2007	Adan	Raya Garcia	Dom.	75.5	$75.00
195		6/16/2015	2007	Adan	Raya Garcia	Dom.	73.75	$75.00
196		6/23/2015	2007	Adan	Raya Garcia	Dom.	71.75	$80.00
197		6/30/2015	2007	Adan	Raya Garcia	Dom.	71.75	$80.00
198		7/7/2015	2007	Adan	Raya Garcia	Dom.	75.49	$80.00
199		7/14/2015	2007	Adan	Raya Garcia	Dom.	70.25	$75.00
200		7/21/2015	2007	Adan	Raya Garcia	Dom.	57	$75.00
201		7/28/2015	2007	Adan	Raya Garcia	Dom.	68.5	$75.00
202		8/4/2015	2007	Adan	Raya Garcia	Dom.	64.25	$75.00
203		8/11/2015	2007	Adan	Raya Garcia	Dom.	70.25	$75.00
204		8/18/2015	2007	Adan	Raya Garcia	Dom.	67.5	$75.00
205		8/25/2015	2007	Adan	Raya Garcia	Dom.	65.25	$75.00
206		9/1/2015	2007	Adan	Raya Garcia	Dom.	60.99	$75.00
207		9/8/2015	2007	Adan	Raya Garcia	Dom.	72.5	$75.00
208		9/15/2015	2007	Adan	Raya Garcia	Dom.	60.75	$75.00
209		9/22/2015	2007	Adan	Raya Garcia	Dom.	58	$75.00
210								$1,740.00
211								
212	9	4/21/2015	2008	Octavio	Vargas Vargas	Dom.	10.75	$0.00
213		4/28/2015	2008	Octavio	Vargas Vargas	Dom.	29	$0.00
214		5/5/2015	2008	Octavio	Vargas Vargas	Dom.	76	$0.00
215		5/12/2015	2008	Octavio	Vargas Vargas	Dom.	82.25	$0.00
216		5/19/2015	2008	Octavio	Vargas Vargas	Dom.	61.5	$0.00
217		5/26/2015	2008	Octavio	Vargas Vargas	Dom.	69.25	$0.00
218		6/2/2015	2008	Octavio	Vargas Vargas	Dom.	70	$0.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
219		6/9/2015	2008	Octavio	Vargas Vargas	Dom.	67.24	$0.00
220		6/16/2015	2008	Octavio	Vargas Vargas	Dom.	74.26	$0.00
221		6/23/2015	2008	Octavio	Vargas Vargas	Dom.	68.99	$0.00
222		6/30/2015	2008	Octavio	Vargas Vargas	Dom.	71.77	$0.00
223		7/7/2015	2008	Octavio	Vargas Vargas	Dom.	66.49	$0.00
224		7/14/2015	2008	Octavio	Vargas Vargas	Dom.	61	$0.00
225		7/21/2015	2008	Octavio	Vargas Vargas	Dom.	38	$0.00
226		7/28/2015	2008	Octavio	Vargas Vargas	Dom.	39	$0.00
227		8/4/2015	2008	Octavio	Vargas Vargas	Dom.	48.5	$0.00
228		8/11/2015	2008	Octavio	Vargas Vargas	Dom.	42.75	$0.00
229		8/18/2015	2008	Octavio	Vargas Vargas	Dom.	39.25	$0.00
230		8/25/2015	2008	Octavio	Vargas Vargas	Dom.	39.74	$0.00
231		9/1/2015	2008	Octavio	Vargas Vargas	Dom.	58.74	$0.00
232		9/8/2015	2008	Octavio	Vargas Vargas	Dom.	33.25	$0.00
233		9/15/2015	2008	Octavio	Vargas Vargas	Dom.	61.01	$0.00
234		9/22/2015	2008	Octavio	Vargas Vargas	Dom.	57.99	$0.00
235								$0.00
236								
237	10	4/21/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	31.25	$0.00
238		4/28/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	34.5	$0.00
239		5/5/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	70.5	$0.00
240		5/12/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	73.5	$0.00
241		5/19/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	78.25	$0.00
242		5/26/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	71.75	$0.00
243		6/2/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	70	$0.00
244		6/9/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	73.25	$0.00
245		6/16/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	75.75	$0.00
246		6/23/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	72.49	$0.00
247		6/30/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	73.25	$0.00
248		7/7/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	77.74	$0.00
249		7/14/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	49.5	$0.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
250								$0.00
251								
252	11	4/21/2015	2010	Carlos	Silva Llaguno	Dom.	43.5	$75.00
253		4/28/2015	2010	Carlos	Silva Llaguno	Dom.	52.5	$75.00
254		5/5/2015	2010	Carlos	Silva Llaguno	Dom.	74.5	$75.00
255		5/12/2015	2010	Carlos	Silva Llaguno	Dom.	84	$75.00
256		5/19/2015	2010	Carlos	Silva Llaguno	Dom.	76	$75.00
257		5/26/2015	2010	Carlos	Silva Llaguno	Dom.	74.5	$75.00
258		6/2/2015	2010	Carlos	Silva Llaguno	Dom.	70.75	$75.00
259		6/9/2015	2010	Carlos	Silva Llaguno	Dom.	79.75	$75.00
260		6/16/2015	2010	Carlos	Silva Llaguno	Dom.	75.73	$75.00
261		6/23/2015	2010	Carlos	Silva Llaguno	Dom.	75.25	$80.00
262		6/30/2015	2010	Carlos	Silva Llaguno	Dom.	74.25	$80.00
263		7/7/2015	2010	Carlos	Silva Llaguno	Dom.	76.52	$80.00
264		7/14/2015	2010	Carlos	Silva Llaguno	Dom.	72.01	$75.00
265		7/21/2015	2010	Carlos	Silva Llaguno	Dom.	57.75	$75.00
266		7/28/2015	2010	Carlos	Silva Llaguno	Dom.	65.25	$75.00
267		8/4/2015	2010	Carlos	Silva Llaguno	Dom.	77	$75.00
268		8/11/2015	2010	Carlos	Silva Llaguno	Dom.	66.75	$75.00
269		8/18/2015	2010	Carlos	Silva Llaguno	Dom.	69.73	$75.00
270		8/25/2015	2010	Carlos	Silva Llaguno	Dom.	69.74	$75.00
271		9/1/2015	2010	Carlos	Silva Llaguno	Dom.	77	$75.00
272		9/8/2015	2010	Carlos	Silva Llaguno	Dom.	74	$75.00
273		9/15/2015	2010	Carlos	Silva Llaguno	Dom.	64.99	$75.00
274		9/22/2015	2010	Carlos	Silva Llaguno	Dom.	62	$75.00
275								$1,740.00
276								
277	12	4/21/2015	2011	Andres	Silva Llaguno	Dom.	27.75	$75.00
278		4/28/2015	2011	Andres	Silva Llaguno	Dom.	49.5	$75.00
279		5/5/2015	2011	Andres	Silva Llaguno	Dom.	68	$75.00
280		5/12/2015	2011	Andres	Silva Llaguno	Dom.	82	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
281		5/19/2015	2011	Andres	Silva Llaguno	Dom.	74.25	$75.00
282		5/26/2015	2011	Andres	Silva Llaguno	Dom.	72	$75.00
283		6/2/2015	2011	Andres	Silva Llaguno	Dom.	70.75	$75.00
284		6/9/2015	2011	Andres	Silva Llaguno	Dom.	77.24	$75.00
285		6/16/2015	2011	Andres	Silva Llaguno	Dom.	75.78	$75.00
286		6/23/2015	2011	Andres	Silva Llaguno	Dom.	73.51	$80.00
287		6/30/2015	2011	Andres	Silva Llaguno	Dom.	71.76	$80.00
288		7/7/2015	2011	Andres	Silva Llaguno	Dom.	78.26	$80.00
289		7/14/2015	2011	Andres	Silva Llaguno	Dom.	72.73	$75.00
290		7/21/2015	2011	Andres	Silva Llaguno	Dom.	59.49	$75.00
291		7/28/2015	2011	Andres	Silva Llaguno	Dom.	65	$75.00
292		8/4/2015	2011	Andres	Silva Llaguno	Dom.	59.77	$75.00
293		8/11/2015	2011	Andres	Silva Llaguno	Dom.	65.01	$75.00
294		8/18/2015	2011	Andres	Silva Llaguno	Dom.	65.75	$75.00
295		8/25/2015	2011	Andres	Silva Llaguno	Dom.	69	$75.00
296		9/1/2015	2011	Andres	Silva Llaguno	Dom.	73	$75.00
297		9/8/2015	2011	Andres	Silva Llaguno	Dom.	74.5	$75.00
298		9/15/2015	2011	Andres	Silva Llaguno	Dom.	62.25	$75.00
299		9/22/2015	2011	Andres	Silva Llaguno	Dom.	58.5	$75.00
300								$1,740.00
301								
302	13	4/28/2015	2013	Fabian	Hernandez	Dom.	23.5	$75.00
303		5/5/2015	2013	Fabian	Hernandez	Dom.	72.75	$75.00
304		5/12/2015	2013	Fabian	Hernandez	Dom.	83.25	$75.00
305		5/19/2015	2013	Fabian	Hernandez	Dom.	80	$75.00
306		5/26/2015	2013	Fabian	Hernandez	Dom.	71.75	$75.00
307		6/2/2015	2013	Fabian	Hernandez	Dom.	69.5	$75.00
308		6/9/2015	2013	Fabian	Hernandez	Dom.	75.98	$75.00
309		6/16/2015	2013	Fabian	Hernandez	Dom.	74.25	$75.00
310		6/23/2015	2013	Fabian	Hernandez	Dom.	72	$80.00
311		6/30/2015	2013	Fabian	Hernandez	Dom.	71.73	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
312		7/7/2015	2013	Fabian	Hernandez	Dom.	75.48	$80.00
313		7/14/2015	2013	Fabian	Hernandez	Dom.	63.75	$75.00
314		7/21/2015	2013	Fabian	Hernandez	Dom.	57.75	$75.00
315		7/28/2015	2013	Fabian	Hernandez	Dom.	63.25	$75.00
316		8/4/2015	2013	Fabian	Hernandez	Dom.	57.75	$75.00
317		8/11/2015	2013	Fabian	Hernandez	Dom.	64	$75.00
318		8/18/2015	2013	Fabian	Hernandez	Dom.	64.24	$75.00
319		8/25/2015	2013	Fabian	Hernandez	Dom.	67.98	$75.00
320		9/1/2015	2013	Fabian	Hernandez	Dom.	71.969	$75.00
321		9/8/2015	2013	Fabian	Hernandez	Dom.	74	$75.00
322		9/15/2015	2013	Fabian	Hernandez	Dom.	61.25	$75.00
323		9/22/2015	2013	Fabian	Hernandez	Dom.	58.01	$75.00
324								$1,665.00
325								
326	14	4/21/2015	2014	Martin	Carrera Cortez	Dom.	29.75	$75.00
327		4/28/2015	2014	Martin	Carrera Cortez	Dom.	33.25	$75.00
328		5/5/2015	2014	Martin	Carrera Cortez	Dom.	72.25	$75.00
329		5/12/2015	2014	Marin	Carrera Cortez	Dom.	81.5	$75.00
330		5/19/2015	2014	Marin	Carrera Cortez	Dom.	78	$75.00
331		5/26/2015	2014	Marin	Carrera Cortez	Dom.	65	$75.00
332		6/2/2015	2014	Marin	Carrera Cortez	Dom.	69.25	$75.00
333		6/9/2015	2014	Marin	Carrera Cortez	Dom.	76.75	$75.00
334		6/16/2015	2014	Marin	Carrera Cortez	Dom.	74.99	$75.00
335		6/23/2015	2014	Marin	Carrera Cortez	Dom.	72.76	$80.00
336		6/30/2015	2014	Marin	Carrera Cortez	Dom.	71	$80.00
337		7/7/2015	2014	Marin	Carrera Cortez	Dom.	74	$80.00
338		7/14/2015	2014	Marin	Carrera Cortez	Dom.	71.74	$75.00
339		7/21/2015	2014	Marin	Carrera Cortez	Dom.	57	$75.00
340		7/28/2015	2014	Marin	Carrera Cortez	Dom.	67.75	$75.00
341		8/4/2015	2014	Marin	Carrera Cortez	Dom.	63.75	$75.00
342		8/11/2015	2014	Marin	Carrera Cortez	Dom.	70.25	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
343		8/18/2015	2014	Marin	Carrera Cortez	Dom.	68	$75.00
344		8/25/2015	2014	Marin	Carrera Cortez	Dom.	65.75	$75.00
345		9/1/2015	2014	Marin	Carrera Cortez	Dom.	71.76	$75.00
346		9/8/2015	2014	Marin	Carrera Cortez	Dom.	73.76	$75.00
347		9/15/2015	2014	Marin	Carrera Cortez	Dom.	57.49	$75.00
348		9/22/2015	2014	Marin	Carrera Cortez	Dom.	59	$75.00
349								$1,740.00
350								
351	15	5/5/2015	2015	Jose L	Pinon	Dom.	49.5	$0.00
352		5/12/2015	2015	Jose L	Pinon	Dom.	87.75	$0.00
353		5/19/2015	2015	Jose L	Pinon	Dom.	76.25	$0.00
354		5/26/2015	2015	Jose L	Pinon	Dom.	50.5	$0.00
355		6/2/2015	2015	Jose L	Pinon	Dom.	74.02	$0.00
356		6/9/2015	2015	Jose L	Pinon	Dom.	70.25	$0.00
357		6/16/2015	2015	Jose L	Pinon	Dom.	78.51	$0.00
358		6/23/2015	2015	Jose L	Pinon	Dom.	66.99	$0.00
359		6/30/2015	2015	Jose L	Pinon	Dom.	66.24	$0.00
360		7/7/2015	2015	Jose L	Pinon	Dom.	79	$0.00
361		7/14/2015	2015	Jose L	Pinon	Dom.	69.5	$0.00
362		7/21/2015	2015	Jose L	Pinon	Dom.	58	$0.00
363		7/28/2015	2015	Jose L	Pinon	Dom.	54.25	$0.00
364		8/4/2015	2015	Jose L	Pinon	Dom.	59	$0.00
365		8/11/2015	2015	Jose L	Pinon	Dom.	42.25	$0.00
366		8/18/2015	2015	Jose L	Pinon	Dom.	28.49	$0.00
367		8/25/2015	2015	Jose L	Pinon	Dom.	29.51	$0.00
368								$0.00
369								
370	16	4/21/2015	2016	Valentin	Martinez Antonio	Dom.	23.75	$75.00
371		4/28/2015	2016	Valentin	Martinez Antonio	Dom.	38.75	$75.00
372		5/5/2015	2016	Valentin	Martinez Antonio	Dom.	73	$75.00
373		5/12/2015	2016	Valentin	Martinez Antonio	Dom.	85	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
374		5/19/2015	2016	Valentin	Martinez Antonio	Dom.	85	$75.00
375		5/26/2015	2016	Valentin	Martinez Antonio	Dom.	77.25	$75.00
376		6/2/2015	2016	Valentin	Martinez Antonio	Dom.	74	$75.00
377		6/9/2015	2016	Valentin	Martinez Antonio	Dom.	74.25	$75.00
378		6/16/2015	2016	Valentin	Martinez Antonio	Dom.	73.01	$75.00
379		6/23/2015	2016	Valentin	Martinez Antonio	Dom.	71.49	$80.00
380		6/30/2015	2016	Valentin	Martinez Antonio	Dom.	68.01	$80.00
381		7/7/2015	2016	Valentin	Martinez Antonio	Dom.	75	$80.00
382		7/14/2015	2016	Valentin	Martinez Antonio	Dom.	70.49	$75.00
383		7/21/2015	2016	Valentin	Martinez Antonio	Dom.	54.03	$75.00
384		7/28/2015	2016	Valentin	Martinez Antonio	Dom.	67.25	$75.00
385		8/4/2015	2016	Valentin	Martinez Antonio	Dom.	67.25	$75.00
386		8/11/2015	2016	Valentin	Martinez Antonio	Dom.	70.28	$75.00
387		8/18/2015	2016	Valentin	Martinez Antonio	Dom.	67.25	$75.00
388		8/25/2015	2016	Valentin	Martinez Antonio	Dom.	65.5	$75.00
389		9/1/2015	2016	Valentin	Martinez Antonio	Dom.	70	$75.00
390		9/8/2015	2016	Valentin	Martinez Antonio	Dom.	63.75	$75.00
391		9/15/2015	2016	Valentin	Martinez Antonio	Dom.	61	$75.00
392		9/22/2015	2016	Valentin	Martinez Antonio	Dom.	57.75	$75.00
393								$1,740.00
394								
395	17	4/21/2015	2017	David	Castaneda	Dom.	11.5	$75.00
396		4/28/2015	2017	David	Castaneda	Dom.	26.25	$75.00
397		5/5/2015	2017	David	Castaneda	Dom.	96	$75.00
398		5/12/2015	2017	David	Castaneda	Dom.	77	$75.00
399		5/19/2015	2017	David	Castaneda	Dom.	73.5	$75.00
400		5/26/2015	2017	David	Castaneda	Dom.	69.5	$75.00
401		6/2/2015	2017	David	Castaneda	Dom.	69.5	$75.00
402		6/9/2015	2017	David	Castaneda	Dom.	74.25	$75.00
403		6/16/2015	2017	David	Castaneda	Dom.	74	$75.00
404		6/23/2015	2017	David	Castaneda	Dom.	72.51	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
405		6/30/2015	2017	David	Castaneda	Dom.	72.26	$80.00
406		7/7/2015	2017	David	Castaneda	Dom.	74.48	$80.00
407		7/14/2015	2017	David	Castaneda	Dom.	70.5	$75.00
408		7/21/2015	2017	David	Castaneda	Dom.	54.04	$75.00
409		7/28/2015	2017	David	Castaneda	Dom.	67.5	$75.00
410		8/4/2015	2017	David	Castaneda	Dom.	67.75	$75.00
411		8/11/2015	2017	David	Castaneda	Dom.	70.02	$75.00
412		8/18/2015	2017	David	Castaneda	Dom.	68	$75.00
413		8/25/2015	2017	David	Castaneda	Dom.	65.75	$75.00
414		9/1/2015	2017	David	Castaneda	Dom.	70.99	$75.00
415		9/8/2015	2017	David	Castaneda	Dom.	73.75	$75.00
416		9/15/2015	2017	David	Castaneda	Dom.	61.5	$75.00
417		9/22/2015	2017	David	Castaneda	Dom.	63.5	$75.00
418								$1,740.00
419								
420	18	4/21/2015	2018	Leny	Velasquez	Dom.	21	$75.00
421		4/28/2015	2018	Leny	Velasquez	Dom.	44.5	$75.00
422		5/5/2015	2018	Leny	Velasquez	Dom.	72.75	$75.00
423		5/12/2015	2018	Leny	Velasquez	Dom.	83.75	$75.00
424		5/19/2015	2018	Leny	Velasquez	Dom.	78	$75.00
425		5/26/2015	2018	Leny	Velasquez	Dom.	72.25	$75.00
426		6/2/2015	2018	Leny	Velasquez	Dom.	59.75	$75.00
427		6/9/2015	2018	Leny	Velasquez	Dom.	74.49	$75.00
428		6/16/2015	2018	Leny	Velasquez	Dom.	73.25	$75.00
429		6/23/2015	2018	Leny	Velasquez	Dom.	72.5	$80.00
430		6/30/2015	2018	Leny	Velasquez	Dom.	68.033	$80.00
431		7/7/2015	2018	Leny	Velasquez	Dom.	74.5	$80.00
432		7/14/2015	2018	Leny	Velasquez	Dom.	59.76	$75.00
433		7/21/2015	2018	Leny	Velasquez	Dom.	53.76	$75.00
434		7/28/2015	2018	Leny	Velasquez	Dom.	67.25	$75.00
435		8/4/2015	2018	Leny	Velasquez	Dom.	63.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
436		8/11/2015	2018	Leny	Velasquez	Dom.	70.28	$75.00
437		8/18/2015	2018	Leny	Velasquez	Dom.	67.25	$75.00
438		8/25/2015	2018	Leny	Velasquez	Dom.	65.5	$75.00
439		9/1/2015	2018	Leny	Velasquez	Dom.	70.26	$75.00
440		9/8/2015	2018	Leny	Velasquez	Dom.	72.5	$75.00
441		9/15/2015	2018	Leny	Velasquez	Dom.	45.25	$75.00
442		9/22/2015	2018	Leny	Velasquez	Dom.	58	$75.00
443								$1,740.00
444								
445	19	4/28/2015	2019	Reymundo	Lara Amador	Dom.	24.5	$75.00
446		5/5/2015	2019	Reymundo	Lara Amador	Dom.	71.5	$75.00
447		5/12/2015	2019	Reymundo	Lara Amador	Dom.	85.5	$75.00
448		5/19/2015	2019	Reymundo	Lara Amador	Dom.	71.75	$75.00
449		5/26/2015	2019	Reymundo	Lara Amador	Dom.	65	$75.00
450		6/2/2015	2019	Reymundo	Lara Amador	Dom.	70.75	$75.00
451		6/9/2015	2019	Reymundo	Lara Amador	Dom.	74.25	$75.00
452		6/16/2015	2019	Reymundo	Lara Amador	Dom.	73	$75.00
453		6/23/2015	2019	Reymundo	Lara Amador	Dom.	71.49	$80.00
454		6/30/2015	2019	Reymundo	Lara Amador	Dom.	68	$80.00
455		7/7/2015	2019	Reymundo	Lara Amador	Dom.	74.5	$80.00
456		7/14/2015	2019	Reymundo	Lara Amador	Dom.	70.51	$75.00
457		7/21/2015	2019	Reymundo	Lara Amador	Dom.	54.04	$75.00
458		7/28/2015	2019	Reymundo	Lara Amador	Dom.	68	$75.00
459		8/4/2015	2019	Reymundo	Lara Amador	Dom.	63.75	$75.00
460		8/11/2015	2019	Reymundo	Lara Amador	Dom.	70.28	$75.00
461		8/18/2015	2019	Reymundo	Lara Amador	Dom.	67.25	$75.00
462		8/25/2015	2019	Reymundo	Lara Amador	Dom.	59.5	$75.00
463		9/1/2015	2019	Reymundo	Lara Amador	Dom.	70.25	$75.00
464		9/8/2015	2019	Reymundo	Lara Amador	Dom.	72.75	$75.00
465		9/15/2015	2019	Reymundo	Lara Amador	Dom.	60.99	$75.00
466		9/22/2015	2019	Reymundo	Lara Amador	Dom.	57.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
467								$1,665.00
468								
469	20	4/28/2015	2021	Carmelino	Santi Lopez	Dom.	23.5	$75.00
470		5/5/2015	2021	Carmelino	Santi Lopez	Dom.	65.25	$75.00
471		5/12/2015	2021	Carmelino	Santi Lopez	Dom.	86	$75.00
472		5/19/2015	2021	Carmelino	Santi Lopez	Dom.	80.5	$75.00
473		5/26/2015	2021	Carmelino	Santi Lopez	Dom.	70.75	$75.00
474		6/2/2015	2021	Carmelino	Santi Lopez	Dom.	69.75	$75.00
475		6/9/2015	2021	Carmelino	Santi Lopez	Dom.	76.25	$75.00
476		6/16/2015	2021	Carmelino	Santi Lopez	Dom.	74.52	$75.00
477		6/23/2015	2021	Carmelino	Santi Lopez	Dom.	72.73	$80.00
478		6/30/2015	2021	Carmelino	Santi Lopez	Dom.	71	$80.00
479		7/7/2015	2021	Carmelino	Santi Lopez	Dom.	76.5	$80.00
480		7/14/2015	2021	Carmelino	Santi Lopez	Dom.	71.49	$75.00
481		7/21/2015	2021	Carmelino	Santi Lopez	Dom.	57	$75.00
482		7/28/2015	2021	Carmelino	Santi Lopez	Dom.	67.25	$75.00
483		8/4/2015	2021	Carmelino	Santi Lopez	Dom.	67.5	$75.00
484		8/11/2015	2021	Carmelino	Santi Lopez	Dom.	70	$75.00
485		8/18/2015	2021	Carmelino	Santi Lopez	Dom.	67	$75.00
486		8/25/2015	2021	Carmelino	Santi Lopez	Dom.	66.51	$75.00
487		9/1/2015	2021	Carmelino	Santi Lopez	Dom.	67.24	$75.00
488		9/8/2015	2021	Carmelino	Santi Lopez	Dom.	72.5	$75.00
489		9/15/2015	2021	Carmelino	Santi Lopez	Dom.	60.5	$75.00
490		9/22/2015	2021	Carmelino	Santi Lopez	Dom.	58	$75.00
491								$1,665.00
492								
493	21	4/21/2015	2022	Francisco	Hernandez	Dom.	10.75	$75.00
494		4/28/2015	2022	Francisco	Hernandez	Dom.	24.75	$75.00
495		5/5/2015	2022	Francisco	Hernandez	Dom.	65.25	$75.00
496		5/12/2015	2022	Francisco	Hernandez	Dom.	86	$75.00
497		5/19/2015	2022	Francisco	Hernandez	Dom.	80.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
498		5/26/2015	2022	Francisco	Hernandez	Dom.	70.75	$75.00
499		6/2/2015	2022	Francisco	Hernandez	Dom.	70.5	$75.00
500		6/9/2015	2022	Francisco	Hernandez	Dom.	75.5	$75.00
501		6/16/2015	2022	Francisco	Hernandez	Dom.	73.74	$75.00
502		6/23/2015	2022	Francisco	Hernandez	Dom.	72.01	$80.00
503		6/30/2015	2022	Francisco	Hernandez	Dom.	72.73	$80.00
504		7/7/2015	2022	Francisco	Hernandez	Dom.	75.74	$80.00
505		7/14/2015	2022	Francisco	Hernandez	Dom.	70.49	$75.00
506		7/21/2015	2022	Francisco	Hernandez	Dom.	57	$75.00
507		7/28/2015	2022	Francisco	Hernandez	Dom.	67	$75.00
508		8/4/2015	2022	Francisco	Hernandez	Dom.	67.25	$75.00
509		8/11/2015	2022	Francisco	Hernandez	Dom.	66	$75.00
510		8/18/2015	2022	Francisco	Hernandez	Dom.	67	$75.00
511		8/25/2015	2022	Francisco	Hernandez	Dom.	66.5	$75.00
512		9/1/2015	2022	Francisco	Hernandez	Dom.	70.24	$75.00
513		9/8/2015	2022	Francisco	Hernandez	Dom.	72.5	$75.00
514		9/15/2015	2022	Francisco	Hernandez	Dom.	60.75	$75.00
515		9/22/2015	2022	Francisco	Hernandez	Dom.	57.75	$75.00
516								$1,740.00
517								
518	22	4/28/2015	2053	Jose L	Reynoso Rodriguez	Dom.	23.5	$75.00
519		5/5/2015	2053	Jose L	Reynoso Rodriguez	Dom.	65.25	$75.00
520		5/12/2015	2053	Jose L	Reynoso Rodriguez	Dom.	86	$75.00
521		5/19/2015	2053	Jose L	Reynoso Rodriguez	Dom.	79	$75.00
522		5/26/2015	2053	Jose L	Reynoso Rodriguez	Dom.	70.75	$75.00
523		6/2/2015	2053	Jose L	Reynoso Rodriguez	Dom.	69.25	$75.00
524		6/9/2015	2053	Jose L	Reynoso Rodriguez	Dom.	75.5	$75.00
525		6/16/2015	2053	Jose L	Reynoso Rodriguez	Dom.	75	$75.00
526		6/23/2015	2053	Jose L	Reynoso Rodriguez	Dom.	72.51	$80.00
527		6/30/2015	2053	Jose L	Reynoso Rodriguez	Dom.	74.51	$80.00
528		7/7/2015	2053	Jose L	Reynoso Rodriguez	Dom.	76.01	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
529		7/14/2015	2053	Jose L	Reynoso Rodriguez	Dom.	73.5	$75.00
530		7/21/2015	2053	Jose L	Reynoso Rodriguez	Dom.	58.75	$75.00
531		7/28/2015	2053	Jose L	Reynoso Rodriguez	Dom.	65.25	$75.00
532		8/4/2015	2053	Jose L	Reynoso Rodriguez	Dom.	60.5	$75.00
533		8/11/2015	2053	Jose L	Reynoso Rodriguez	Dom.	66	$75.00
534		8/18/2015	2053	Jose L	Reynoso Rodriguez	Dom.	65.52	$75.00
535		8/25/2015	2053	Jose L	Reynoso Rodriguez	Dom.	67.99	$75.00
536		9/1/2015	2053	Jose L	Reynoso Rodriguez	Dom.	71.5	$75.00
537		9/8/2015	2053	Jose L	Reynoso Rodriguez	Dom.	74	$75.00
538		9/15/2015	2053	Jose L	Reynoso Rodriguez	Dom.	61.25	$75.00
539		9/22/2015	2053	Jose L	Reynoso Rodriguez	Dom.	57.76	$75.00
540								$1,665.00
541								
542	23	5/12/2015	2054	Ranulfo	Lopez	Dom.	86	$75.00
543		5/19/2015	2054	Ranulfo	Lopez	Dom.	80.5	$75.00
544		5/26/2015	2054	Ranulfo	Lopez	Dom.	70.75	$75.00
545		6/2/2015	2054	Ranulfo	Lopez	Dom.	70.25	$75.00
546		6/9/2015	2054	Ranulfo	Lopez	Dom.	74.25	$75.00
547		6/16/2015	2054	Ranulfo	Lopez	Dom.	73.25	$75.00
548		6/23/2015	2054	Ranulfo	Lopez	Dom.	72.51	$80.00
549		6/30/2015	2054	Ranulfo	Lopez	Dom.	72.51	$80.00
550		7/7/2015	2054	Ranulfo	Lopez	Dom.	74.76	$80.00
551		7/14/2015	2054	Ranulfo	Lopez	Dom.	70.51	$75.00
552		7/21/2015	2054	Ranulfo	Lopez	Dom.	54.03	$75.00
553		7/28/2015	2054	Ranulfo	Lopez	Dom.	68	$75.00
554		8/4/2015	2054	Ranulfo	Lopez	Dom.	64	$75.00
555		8/11/2015	2054	Ranulfo	Lopez	Dom.	70.28	$75.00
556		8/18/2015	2054	Ranulfo	Lopez	Dom.	67.25	$75.00
557		8/25/2015	2054	Ranulfo	Lopez	Dom.	57	$75.00
558		9/1/2015	2054	Ranulfo	Lopez	Dom.	70.25	$75.00
559		9/8/2015	2054	Ranulfo	Lopez	Dom.	72.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
560		9/15/2015	2054	Ranulfo	Lopez	Dom.	60.75	$75.00
561		9/22/2015	2054	Ranulfo	Lopez	Dom.	62.75	$75.00
562		4/28/2015	2054	Ranulfo	Lopez	Dom.	23.5	$75.00
563		5/5/2015	2054	Ranulfo	Lopez	Dom.	66.75	$75.00
564								$1,665.00
565								
566	24	4/28/2015	2057	Conrrado	Perez Vasquez	Dom.	23.5	$75.00
567		5/5/2015	2057	Conrrado	Perez Vasquez	Dom.	65.25	$75.00
568		5/12/2015	2057	Conrrado	Perez Vasquez	Dom.	86	$75.00
569		5/19/2015	2057	Conrrado	Perez Vasquez	Dom.	75.5	$75.00
570		5/26/2015	2057	Conrrado	Perez Vasquez	Dom.	71	$75.00
571		6/2/2015	2057	Conrrado	Perez Vasquez	Dom.	69.25	$75.00
572		6/9/2015	2057	Conrrado	Perez Vasquez	Dom.	76.5	$75.00
573		6/16/2015	2057	Conrrado	Perez Vasquez	Dom.	52.47	$75.00
574		6/23/2015	2057	Conrrado	Perez Vasquez	Dom.	72.74	$80.00
575		6/30/2015	2057	Conrrado	Perez Vasquez	Dom.	62	$80.00
576		7/7/2015	2057	Conrrado	Perez Vasquez	Dom.	76.51	$80.00
577		7/14/2015	2057	Conrrado	Perez Vasquez	Dom.	71.49	$75.00
578		7/21/2015	2057	Conrrado	Perez Vasquez	Dom.	57.49	$75.00
579		7/28/2015	2057	Conrrado	Perez Vasquez	Dom.	63	$75.00
580		8/4/2015	2057	Conrrado	Perez Vasquez	Dom.	58.53	$75.00
581		8/11/2015	2057	Conrrado	Perez Vasquez	Dom.	56.76	$75.00
582		8/18/2015	2057	Conrrado	Perez Vasquez	Dom.	58.26	$75.00
583		8/25/2015	2057	Conrrado	Perez Vasquez	Dom.	29.74	$75.00
584		9/1/2015	2057	Conrrado	Perez Vasquez	Dom.	49.5	$75.00
585		9/8/2015	2057	Conrrado	Perez Vasquez	Dom.	40.76	$75.00
586		9/15/2015	2057	Conrrado	Perez Vasquez	Dom.	60.75	$75.00
587								$1,590.00
588								
589	25	5/12/2015	2063	Jorge	Escovar	Dom.	86	$75.00
590		5/19/2015	2063	Jorge	Escovar	Dom.	80.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
591		5/26/2015	2063	Jorge	Escovar	Dom.	70.75	$75.00
592		6/2/2015	2063	Jorge	Escovar	Dom.	69.5	$75.00
593		6/9/2015	2063	Jorge	Escovar	Dom.	76.49	$75.00
594		6/16/2015	2063	Jorge	Escovar	Dom.	74.5	$75.00
595		6/23/2015	2063	Jorge	Escovar	Dom.	72.73	$80.00
596		6/30/2015	2063	Jorge	Escovar	Dom.	71.75	$80.00
597		7/7/2015	2063	Jorge	Escovar	Dom.	75.74	$80.00
598		7/14/2015	2063	Jorge	Escovar	Dom.	64.49	$75.00
599		7/21/2015	2063	Jorge	Escovar	Dom.	57.5	$75.00
600		7/28/2015	2063	Jorge	Escovar	Dom.	63.25	$75.00
601		8/4/2015	2063	Jorge	Escovar	Dom.	54.5	$75.00
602		8/11/2015	2063	Jorge	Escovar	Dom.	64.51	$75.00
603		8/18/2015	2063	Jorge	Escovar	Dom.	64.25	$75.00
604		8/25/2015	2063	Jorge	Escovar	Dom.	67.98	$75.00
605		9/1/2015	2063	Jorge	Escovar	Dom.	71.75	$75.00
606		9/8/2015	2063	Jorge	Escovar	Dom.	74	$75.00
607		9/15/2015	2063	Jorge	Escovar	Dom.	60.25	$75.00
608		9/22/2015	2063	Jorge	Escovar	Dom.	57.75	$75.00
609		5/5/2015	2063	Jorge	Escovas	Dom.	69.5	$75.00
610								$1,590.00
611								
612	26	5/5/2015	2064	Roberto	Hernandez	Dom.	77.25	$75.00
613		5/12/2015	2064	Roberto	Hernandez	Dom.	86	$75.00
614		5/19/2015	2064	Roberto	Hernandez	Dom.	74	$75.00
615		5/26/2015	2064	Roberto	Hernandez	Dom.	71.75	$75.00
616		6/2/2015	2064	Roberto	Hernandez	Dom.	69.25	$75.00
617		6/9/2015	2064	Roberto	Hernandez	Dom.	75.99	$75.00
618		6/16/2015	2064	Roberto	Hernandez	Dom.	73.75	$75.00
619		6/23/2015	2064	Roberto	Hernandez	Dom.	72	$80.00
620								$605.00
621								

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
622	27	5/12/2015	2097	Tomas	Perez	Dom.	61.25	$75.00
623								$75.00
624								
625		5/19/2015	2098	Brian H	Hernandez	Dom.	10.25	$0.00
626		5/26/2015	2098	Brian H	Hernandez	Dom.	42	$0.00
627		6/2/2015	2098	Brian H	Hernandez	Dom.	21.5	$0.00
628		6/9/2015	2098	Brian H	Hernandez	Dom.	23.25	$0.00
629		6/16/2015	2098	Brian H	Hernandez	Dom.	19.99	$0.00
630		6/23/2015	2098	Brian H	Hernandez	Dom.	65.25	$0.00
631		6/30/2015	2098	Brian H	Hernandez	Dom.	77.01	$0.00
632		7/7/2015	2098	Brian H	Hernandez	Dom.	83.01	$0.00
633		7/14/2015	2098	Brian H	Hernandez	Dom.	77	$0.00
634		7/21/2015	2098	Brian H	Hernandez	Dom.	61.75	$0.00
635		7/28/2015	2098	Brian H	Hernandez	Dom.	67.25	$0.00
636		8/4/2015	2098	Brian H	Hernandez	Dom.	62.75	$0.00
637		8/11/2015	2098	Brian H	Hernandez	Dom.	67.51	$0.00
638		8/18/2015	2098	Brian H	Hernandez	Dom.	68.51	$0.00
639		8/25/2015	2098	Brian H	Hernandez	Dom.	70.5	$0.00
640		9/1/2015	2098	Brian H	Hernandez	Dom.	73.25	$0.00
641		9/8/2015	2098	Brian H	Hernandez	Dom.	65.25	$0.00
642		9/15/2015	2098	Brian H	Hernandez	Dom.	16	$0.00
643								$0.00
644								
645	28	5/19/2015	2102	Domingo	Perez Lopez	Dom.	20.5	$75.00
646		5/26/2015	2102	Domingo	Perez Lopez	Dom.	69.25	$75.00
647		6/2/2015	2102	Domingo	Perez Lopez	Dom.	70.5	$75.00
648		6/9/2015	2102	Domingo	Perez Lopez	Dom.	75.5	$75.00
649		6/16/2015	2102	Domingo	Perez Lopez	Dom.	73.76	$75.00
650		6/23/2015	2102	Domingo	Perez Lopez	Dom.	72.01	$80.00
651		6/30/2015	2102	Domingo	Perez Lopez	Dom.	71.75	$80.00
652		7/7/2015	2102	Domingo	Perez Lopez	Dom.	75.74	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
653		7/14/2015	2102	Domingo	Perez Lopez	Dom.	70.5	$75.00
654		7/21/2015	2102	Domingo	Perez Lopez	Dom.	57	$75.00
655		7/28/2015	2102	Domingo	Perez Lopez	Dom.	67.25	$75.00
656		8/4/2015	2102	Domingo	Perez Lopez	Dom.	67.5	$75.00
657		8/11/2015	2102	Domingo	Perez Lopez	Dom.	70.03	$75.00
658		8/18/2015	2102	Domingo	Perez Lopez	Dom.	67	$75.00
659		8/25/2015	2102	Domingo	Perez Lopez	Dom.	65.51	$75.00
660		9/1/2015	2102	Domingo	Perez Lopez	Dom.	70	$75.00
661		9/8/2015	2102	Domingo	Perez Lopez	Dom.	72.5	$75.00
662		9/15/2015	2102	Domingo	Perez Lopez	Dom.	60.75	$75.00
663		9/22/2015	2102	Domingo	Perez Lopez	Dom.	48.25	$75.00
664								$1,440.00
665								
666	29	5/19/2015	2103	Jose D	Cruz Reyes	Dom.	20.5	$75.00
667		5/26/2015	2103	Jose D	Cruz Reyes	Dom.	69.25	$75.00
668		6/2/2015	2103	Jose D	Cruz Reyes	Dom.	70.5	$75.00
669		6/9/2015	2103	Jose D	Cruz Reyes	Dom.	75.5	$75.00
670		6/16/2015	2103	Jose D	Cruz Reyes	Dom.	73.75	$75.00
671		6/23/2015	2103	Jose D	Cruz Reyes	Dom.	72	$80.00
672		6/30/2015	2103	Jose D	Cruz Reyes	Dom.	71.74	$80.00
673		7/7/2015	2103	Jose D	Cruz Reyes	Dom.	75.74	$80.00
674		7/14/2015	2103	Jose D	Cruz Reyes	Dom.	64.5	$75.00
675		7/21/2015	2103	Jose D	Cruz Reyes	Dom.	57	$75.00
676		7/28/2015	2103	Jose D	Cruz Reyes	Dom.	67	$75.00
677		8/4/2015	2103	Jose D	Cruz Reyes	Dom.	67.25	$75.00
678		8/11/2015	2103	Jose D	Cruz Reyes	Dom.	70.03	$75.00
679		8/18/2015	2103	Jose D	Cruz Reyes	Dom.	67	$75.00
680		8/25/2015	2103	Jose D	Cruz Reyes	Dom.	66.75	$75.00
681		9/1/2015	2103	Jose D	Cruz Reyes	Dom.	70	$75.00
682		9/8/2015	2103	Jose D	Cruz Reyes	Dom.	72.5	$75.00
683		9/15/2015	2103	Jose D	Cruz Reyes	Dom.	60.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
684		9/22/2015	2103	Jose D	Cruz Reyes	Dom.	57.75	$75.00
685								$1,440.00
686								
687	30	5/19/2015	2104	Javier	Cruz Lopez	Dom.	17	$75.00
688		5/26/2015	2104	Javier	Cruz Lopez	Dom.	69.5	$75.00
689		6/2/2015	2104	Javier	Cruz Lopez	Dom.	70.5	$75.00
690		6/9/2015	2104	Javier	Cruz Lopez	Dom.	75.5	$75.00
691		6/16/2015	2104	Javier	Cruz Lopez	Dom.	74	$75.00
692		6/23/2015	2104	Javier	Cruz Lopez	Dom.	72	$80.00
693		6/30/2015	2104	Javier	Cruz Lopez	Dom.	71.74	$80.00
694		7/7/2015	2104	Javier	Cruz Lopez	Dom.	75.74	$80.00
695		7/14/2015	2104	Javier	Cruz Lopez	Dom.	70.5	$75.00
696		7/21/2015	2104	Javier	Cruz Lopez	Dom.	57	$75.00
697		7/28/2015	2104	Javier	Cruz Lopez	Dom.	67	$75.00
698		8/4/2015	2104	Javier	Cruz Lopez	Dom.	67.25	$75.00
699		8/11/2015	2104	Javier	Cruz Lopez	Dom.	70.03	$75.00
700		8/18/2015	2104	Javier	Cruz Lopez	Dom.	67	$75.00
701		8/25/2015	2104	Javier	Cruz Lopez	Dom.	66.75	$75.00
702		9/1/2015	2104	Javier	Cruz Lopez	Dom.	70	$75.00
703		9/8/2015	2104	Javier	Cruz Lopez	Dom.	72.5	$75.00
704		9/15/2015	2104	Javier	Cruz Lopez	Dom.	60.76	$75.00
705		9/22/2015	2104	Javier	Cruz Lopez	Dom.	58	$75.00
706								$1,440.00
707								
708	31	5/19/2015	2105	Rufino	Hernandez Perez	Dom.	20.5	$75.00
709		5/26/2015	2105	Rufino	Hernandez Perez	Dom.	69.25	$75.00
710		6/2/2015	2105	Rufino	Hernandez Perez	Dom.	70.5	$75.00
711		6/9/2015	2105	Rufino	Hernandez Perez	Dom.	75.5	$75.00
712		6/16/2015	2105	Rufino	Hernandez Perez	Dom.	73.75	$75.00
713		6/23/2015	2105	Rufino	Hernandez Perez	Dom.	72.01	$80.00
714		6/30/2015	2105	Rufino	Hernandez Perez	Dom.	72.73	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
715		7/7/2015	2105	Rufino	Hernandez Perez	Dom.	75.75	$80.00
716		7/14/2015	2105	Rufino	Hernandez Perez	Dom.	59.49	$75.00
717		7/21/2015	2105	Rufino	Hernandez Perez	Dom.	57.25	$75.00
718		7/28/2015	2105	Rufino	Hernandez Perez	Dom.	63.25	$75.00
719		8/4/2015	2105	Rufino	Hernandez Perez	Dom.	37.75	$75.00
720		8/11/2015	2105	Rufino	Hernandez Perez	Dom.	64.5	$75.00
721		8/18/2015	2105	Rufino	Hernandez Perez	Dom.	64.26	$75.00
722		8/25/2015	2105	Rufino	Hernandez Perez	Dom.	67.99	$75.00
723		9/1/2015	2105	Rufino	Hernandez Perez	Dom.	71.5	$75.00
724		9/8/2015	2105	Rufino	Hernandez Perez	Dom.	73.99	$75.00
725		9/15/2015	2105	Rufino	Hernandez Perez	Dom.	61	$75.00
726		9/22/2015	2105	Rufino	Hernandez Perez	Dom.	58	$75.00
727								$1,440.00
728								
729	32	5/19/2015	2106	Ricardo	Lopez Cruz	Dom.	20.5	$75.00
730		5/26/2015	2106	Ricardo	Lopez Cruz	Dom.	69.25	$75.00
731		6/2/2015	2106	Ricardo	Lopez Cruz	Dom.	70.5	$75.00
732		6/9/2015	2106	Ricardo	Lopez Cruz	Dom.	74.25	$75.00
733		6/16/2015	2106	Ricardo	Lopez Cruz	Dom.	73.5	$75.00
734		6/23/2015	2106	Ricardo	Lopez Cruz	Dom.	72.5	$80.00
735		6/30/2015	2106	Ricardo	Lopez Cruz	Dom.	72.52	$80.00
736		7/7/2015	2106	Ricardo	Lopez Cruz	Dom.	74.76	$80.00
737		7/14/2015	2106	Ricardo	Lopez Cruz	Dom.	70.51	$75.00
738		7/21/2015	2106	Ricardo	Lopez Cruz	Dom.	54.03	$75.00
739		7/28/2015	2106	Ricardo	Lopez Cruz	Dom.	67.25	$75.00
740		8/4/2015	2106	Ricardo	Lopez Cruz	Dom.	63.75	$75.00
741		8/11/2015	2106	Ricardo	Lopez Cruz	Dom.	70.03	$75.00
742		8/18/2015	2106	Ricardo	Lopez Cruz	Dom.	67.5	$75.00
743		8/25/2015	2106	Ricardo	Lopez Cruz	Dom.	65.51	$75.00
744		9/1/2015	2106	Ricardo	Lopez Cruz	Dom.	70	$75.00
745		9/8/2015	2106	Ricardo	Lopez Cruz	Dom.	72.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
746		9/15/2015	2106	Ricardo	Lopez Cruz	Dom.	55.25	$75.00
747		9/22/2015	2106	Ricardo	Lopez Cruz	Dom.	58	$75.00
748								$1,440.00
749								
750	33	5/19/2015	2107	Victor	Lopez Cruz	Dom.	20.5	$75.00
751		5/26/2015	2107	Victor	Lopez Cruz	Dom.	69.25	$75.00
752		6/2/2015	2107	Victor	Lopez Cruz	Dom.	70.5	$75.00
753		6/9/2015	2107	Victor	Lopez Cruz	Dom.	75.5	$75.00
754		6/16/2015	2107	Victor	Lopez Cruz	Dom.	73.99	$75.00
755		6/23/2015	2107	Victor	Lopez Cruz	Dom.	72.01	$80.00
756		6/30/2015	2107	Victor	Lopez Cruz	Dom.	71.74	$80.00
757		7/7/2015	2107	Victor	Lopez Cruz	Dom.	75.74	$80.00
758		7/14/2015	2107	Victor	Lopez Cruz	Dom.	64.5	$75.00
759		7/21/2015	2107	Victor	Lopez Cruz	Dom.	57	$75.00
760		7/28/2015	2107	Victor	Lopez Cruz	Dom.	67.25	$75.00
761		8/4/2015	2107	Victor	Lopez Cruz	Dom.	67.5	$75.00
762		8/11/2015	2107	Victor	Lopez Cruz	Dom.	70.03	$75.00
763		8/18/2015	2107	Victor	Lopez Cruz	Dom.	67	$75.00
764		8/25/2015	2107	Victor	Lopez Cruz	Dom.	66.75	$75.00
765		9/1/2015	2107	Victor	Lopez Cruz	Dom.	70	$75.00
766		9/8/2015	2107	Victor	Lopez Cruz	Dom.	72.5	$75.00
767		9/15/2015	2107	Victor	Lopez Cruz	Dom.	60.75	$75.00
768		9/22/2015	2107	Victor	Lopez Cruz	Dom.	58	$75.00
769								$1,440.00
770								
771	34	5/26/2015	2110	Salvador	Rodriguez Velasquez	Dom.	27	$75.00
772		6/2/2015	2110	Salvador	Rodriguez Velasquez	Dom.	69.25	$75.00
773		6/9/2015	2110	Salvador	Rodriguez Velasquez	Dom.	76.75	$75.00
774		6/16/2015	2110	Salvador	Rodriguez Velasquez	Dom.	74.49	$75.00
775		6/23/2015	2110	Salvador	Rodriguez Velasquez	Dom.	72.73	$80.00
776		6/30/2015	2110	Salvador	Rodriguez Velasquez	Dom.	72.01	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
777		7/7/2015	2110	Salvador	Rodriguez Velasquez	Dom.	75.74	$80.00
778		7/14/2015	2110	Salvador	Rodriguez Velasquez	Dom.	70.76	$75.00
779		7/21/2015	2110	Salvador	Rodriguez Velasquez	Dom.	57.5	$75.00
780		7/28/2015	2110	Salvador	Rodriguez Velasquez	Dom.	49.5	$75.00
781		8/4/2015	2110	Salvador	Rodriguez Velasquez	Dom.	57.75	$75.00
782		8/11/2015	2110	Salvador	Rodriguez Velasquez	Dom.	64.5	$75.00
783		8/18/2015	2110	Salvador	Rodriguez Velasquez	Dom.	38.75	$75.00
784		8/25/2015	2110	Salvador	Rodriguez Velasquez	Dom.	67.99	$75.00
785		9/1/2015	2110	Salvador	Rodriguez Velasquez	Dom.	71.5	$75.00
786		9/8/2015	2110	Salvador	Rodriguez Velasquez	Dom.	74.01	$75.00
787		9/15/2015	2110	Salvador	Rodriguez Velasquez	Dom.	60.76	$75.00
788		9/22/2015	2110	Salvador	Rodriguez Velasquez	Dom.	57.51	$75.00
789								$1,365.00
790								
791	35	5/26/2015	2111	Jeines	Rodriguez Velasquez	Dom.	27	$75.00
792		6/2/2015	2111	Jeines	Rodriguez Velasquez	Dom.	69.25	$75.00
793		6/9/2015	2111	Jeines	Rodriguez Velasquez	Dom.	76.74	$75.00
794		6/16/2015	2111	Jeines	Rodriguez Velasquez	Dom.	74.49	$75.00
795		6/23/2015	2111	Jeines	Rodriguez Velasquez	Dom.	68.5	$80.00
796		6/30/2015	2111	Jeines	Rodriguez Velasquez	Dom.	40	$80.00
797		7/7/2015	2111	Jeines	Rodriguez Velasquez	Dom.	75.74	$80.00
798		7/14/2015	2111	Jeines	Rodriguez Velasquez	Dom.	70.76	$75.00
799		7/21/2015	2111	Jeines	Rodriguez Velasquez	Dom.	57	$75.00
800		7/28/2015	2111	Jeines	Rodriguez Velasquez	Dom.	68	$75.00
801		8/4/2015	2111	Jeines	Rodriguez Velasquez	Dom.	67.75	$75.00
802		8/11/2015	2111	Jeines	Rodriguez Velasquez	Dom.	69.75	$75.00
803		8/18/2015	2111	Jeines	Rodriguez Velasquez	Dom.	67.24	$75.00
804		8/25/2015	2111	Jeines	Rodriguez Velasquez	Dom.	65.26	$75.00
805		9/1/2015	2111	Jeines	Rodriguez Velasquez	Dom.	71	$75.00
806		9/8/2015	2111	Jeines	Rodriguez Velasquez	Dom.	73.25	$75.00
807		9/15/2015	2111	Jeines	Rodriguez Velasquez	Dom.	60.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
808		9/22/2015	2111	Jeines	Rodriguez Velasquez	Dom.	59.75	$75.00
809								$1,365.00
810								
811	36	5/26/2015	2112	Jose	Raya	Dom.	27	$75.00
812		6/2/2015	2112	Jose	Raya	Dom.	70.5	$75.00
813		6/9/2015	2112	Jose	Raya	Dom.	75.5	$75.00
814		6/16/2015	2112	Jose	Raya	Dom.	74.01	$75.00
815		6/23/2015	2112	Jose	Raya	Dom.	71.49	$80.00
816		6/30/2015	2112	Jose	Raya	Dom.	71.75	$80.00
817		7/7/2015	2112	Jose	Raya	Dom.	71.25	$80.00
818		7/14/2015	2112	Jose	Raya	Dom.	70.5	$75.00
819		7/21/2015	2112	Jose	Raya	Dom.	57.5	$75.00
820		7/28/2015	2112	Jose	Raya	Dom.	63.25	$75.00
821		8/4/2015	2112	Jose	Raya	Dom.	59.24	$75.00
822		8/11/2015	2112	Jose	Raya	Dom.	65.76	$75.00
823		8/18/2015	2112	Jose	Raya	Dom.	54.76	$75.00
824		8/25/2015	2112	Jose	Raya	Dom.	68	$75.00
825								$1,065.00
826								
827	37	5/26/2015	2113	Elias	Reynoso Rodriguez	Dom.	27	$75.00
828		6/2/2015	2113	Elias	Reynoso Rodriguez	Dom.	69.25	$75.00
829		6/9/2015	2113	Elias	Reynoso Rodriguez	Dom.	76	$75.00
830		6/16/2015	2113	Elias	Reynoso Rodriguez	Dom.	74.01	$75.00
831		6/23/2015	2113	Elias	Reynoso Rodriguez	Dom.	71.99	$80.00
832		6/30/2015	2113	Elias	Reynoso Rodriguez	Dom.	73	$80.00
833		7/7/2015	2113	Elias	Reynoso Rodriguez	Dom.	78.5	$80.00
834		7/14/2015	2113	Elias	Reynoso Rodriguez	Dom.	73.75	$75.00
835		7/21/2015	2113	Elias	Reynoso Rodriguez	Dom.	58.75	$75.00
836		7/28/2015	2113	Elias	Reynoso Rodriguez	Dom.	65.25	$75.00
837		8/4/2015	2113	Elias	Reynoso Rodriguez	Dom.	61.27	$75.00
838		8/11/2015	2113	Elias	Reynoso Rodriguez	Dom.	66.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
839		8/18/2015	2113	Elias	Reynoso Rodriguez	Dom.	66.51	$75.00
840		8/25/2015	2113	Elias	Reynoso Rodriguez	Dom.	67.99	$75.00
841		9/1/2015	2113	Elias	Reynoso Rodriguez	Dom.	71.51	$75.00
842		9/8/2015	2113	Elias	Reynoso Rodriguez	Dom.	74	$75.00
843		9/15/2015	2113	Elias	Reynoso Rodriguez	Dom.	61.25	$75.00
844		9/22/2015	2113	Elias	Reynoso Rodriguez	Dom.	58.01	$75.00
845								$1,365.00
846								
847	38	5/26/2015	2114	Adonias O	Reynoso	Dom.	27	$75.00
848		6/2/2015	2114	Adonias O	Reynoso	Dom.	69.25	$75.00
849		6/9/2015	2114	Adonias O	Reynoso	Dom.	76.74	$75.00
850		6/16/2015	2114	Adonias O	Reynoso	Dom.	74.5	$75.00
851		6/23/2015	2114	Adonias O	Reynoso	Dom.	72.74	$80.00
852		6/30/2015	2114	Adonias O	Reynoso	Dom.	71.76	$80.00
853		7/7/2015	2114	Adonias O	Reynoso	Dom.	75.5	$80.00
854		7/14/2015	2114	Adonias O	Reynoso	Dom.	59.76	$75.00
855		7/21/2015	2114	Adonias O	Reynoso	Dom.	57.25	$75.00
856		7/28/2015	2114	Adonias O	Reynoso	Dom.	59.75	$75.00
857		8/4/2015	2114	Adonias O	Reynoso	Dom.	57.75	$75.00
858		8/11/2015	2114	Adonias O	Reynoso	Dom.	64.51	$75.00
859		8/18/2015	2114	Adonias O	Reynoso	Dom.	64.27	$75.00
860		8/25/2015	2114	Adonias O	Reynoso	Dom.	67.99	$75.00
861		9/1/2015	2114	Adonias O	Reynoso	Dom.	71.51	$75.00
862		9/8/2015	2114	Adonias O	Reynoso	Dom.	74.01	$75.00
863		9/15/2015	2114	Adonias O	Reynoso	Dom.	61	$75.00
864		9/22/2015	2114	Adonias O	Reynoso	Dom.	57.5	$75.00
865								$1,365.00
866								
867	39	6/2/2015	2134	Esdras	Velasquez	Dom.	23.5	$75.00
868		6/9/2015	2134	Esdras	Velasquez	Dom.	88.74	$75.00
869		6/16/2015	2134	Esdras	Velasquez	Dom.	73.74	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
870		6/23/2015	2134	Esdras	Velasquez	Dom.	68.25	$80.00
871		6/30/2015	2134	Esdras	Velasquez	Dom.	71.76	$80.00
872		7/7/2015	2134	Esdras	Velasquez	Dom.	65.25	$80.00
873		7/14/2015	2134	Esdras	Velasquez	Dom.	10.5	$75.00
874								$540.00
875								
876	40	6/2/2015	2135	Eusebio	Asencion Flores	Dom.	38	$75.00
877		6/9/2015	2135	Eusebio	Asencion Flores	Dom.	74	$75.00
878		6/16/2015	2135	Eusebio	Asencion Flores	Dom.	74.47	$75.00
879		6/23/2015	2135	Eusebio	Asencion Flores	Dom.	72.01	$80.00
880		6/30/2015	2135	Eusebio	Asencion Flores	Dom.	72	$80.00
881		7/7/2015	2135	Eusebio	Asencion Flores	Dom.	42.99	$80.00
882		7/14/2015	2135	Eusebio	Asencion Flores	Dom.	59.99	$75.00
883		7/21/2015	2135	Eusebio	Asencion Flores	Dom.	57.25	$75.00
884		7/28/2015	2135	Eusebio	Asencion Flores	Dom.	23.75	$75.00
885		8/4/2015	2135	Eusebio	Asencion Flores	Dom.	57.75	$75.00
886		8/11/2015	2135	Eusebio	Asencion Flores	Dom.	64.75	$75.00
887		8/18/2015	2135	Eusebio	Asencion Flores	Dom.	58.48	$75.00
888		8/25/2015	2135	Eusebio	Asencion Flores	Dom.	67.99	$75.00
889		9/1/2015	2135	Eusebio	Asencion Flores	Dom.	71.49	$75.00
890		9/8/2015	2135	Eusebio	Asencion Flores	Dom.	74	$75.00
891		9/15/2015	2135	Eusebio	Asencion Flores	Dom.	60.24	$75.00
892		9/22/2015	2135	Eusebio	Asencion Flores	Dom.	57.74	$75.00
893								$1,290.00
894								
895	41	6/2/2015	2137	Ramiro	Perez	Dom.	18.5	$75.00
896		6/9/2015	2137	Ramiro	Perez	Dom.	88.5	$75.00
897		6/16/2015	2137	Ramiro	Perez	Dom.	74.48	$75.00
898		6/23/2015	2137	Ramiro	Perez	Dom.	72.73	$80.00
899		6/30/2015	2137	Ramiro	Perez	Dom.	70.75	$80.00
900		7/7/2015	2137	Ramiro	Perez	Dom.	76.5	$80.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
901		7/14/2015	2137	Ramiro	Perez	Dom.	71.49	$75.00
902		7/21/2015	2137	Ramiro	Perez	Dom.	57	$75.00
903		7/28/2015	2137	Ramiro	Perez	Dom.	67.25	$75.00
904		8/4/2015	2137	Ramiro	Perez	Dom.	63.75	$75.00
905		8/11/2015	2137	Ramiro	Perez	Dom.	42.75	$75.00
906								$840.00
907								
908	42	6/9/2015	2139	Matias	Ramirez	Dom.	31.5	$75.00
909		6/16/2015	2139	Matias	Ramirez	Dom.	69.49	$75.00
910		6/23/2015	2139	Matias	Ramirez	Dom.	70.74	$80.00
911		6/30/2015	2139	Matias	Ramirez	Dom.	69.25	$80.00
912		7/7/2015	2139	Matias	Ramirez	Dom.	76.51	$80.00
913		7/14/2015	2139	Matias	Ramirez	Dom.	71.49	$75.00
914		7/21/2015	2139	Matias	Ramirez	Dom.	51.49	$75.00
915		7/28/2015	2139	Matias	Ramirez	Dom.	62.74	$75.00
916		8/4/2015	2139	Matias	Ramirez	Dom.	57.28	$75.00
917		8/11/2015	2139	Matias	Ramirez	Dom.	63.75	$75.00
918		8/18/2015	2139	Matias	Ramirez	Dom.	66.01	$75.00
919		8/25/2015	2139	Matias	Ramirez	Dom.	68.49	$75.00
920		9/1/2015	2139	Matias	Ramirez	Dom.	72.25	$75.00
921		9/8/2015	2139	Matias	Ramirez	Dom.	75.5	$75.00
922		9/15/2015	2139	Matias	Ramirez	Dom.	60.5	$75.00
923		9/22/2015	2139	Matias	Ramirez	Dom.	43.99	$75.00
924								$1,215.00
925								
926	43	6/16/2015	2176	Delmar	Cruz	Dom.	21.75	$75.00
927		6/23/2015	2176	Delmar	Cruz	Dom.	72.01	$80.00
928		6/30/2015	2176	Delmar	Cruz	Dom.	71.51	$80.00
929		7/7/2015	2176	Delmar	Cruz	Dom.	75.73	$80.00
930		7/14/2015	2176	Delmar	Cruz	Dom.	70.49	$75.00
931		7/21/2015	2176	Delmar	Cruz	Dom.	57	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
932		7/28/2015	2176	Delmar	Cruz	Dom.	67.25	$75.00
933		8/4/2015	2176	Delmar	Cruz	Dom.	67.5	$75.00
934		8/11/2015	2176	Delmar	Cruz	Dom.	70.03	$75.00
935		8/18/2015	2176	Delmar	Cruz	Dom.	67	$75.00
936		8/25/2015	2176	Delmar	Cruz	Dom.	65.26	$75.00
937		9/1/2015	2176	Delmar	Cruz	Dom.	70.25	$75.00
938		9/8/2015	2176	Delmar	Cruz	Dom.	72.51	$75.00
939								$990.00
940								
941	44	6/16/2015	2177	Antonio	Cruz Perez	Dom.	21.75	$75.00
942		6/23/2015	2177	Antonio	Cruz Perez	Dom.	72.01	$80.00
943		6/30/2015	2177	Antonio	Cruz Perez	Dom.	71.76	$80.00
944		7/7/2015	2177	Antonio	Cruz Perez	Dom.	75.74	$80.00
945		7/14/2015	2177	Antonio	Cruz Perez	Dom.	63.76	$75.00
946		7/21/2015	2177	Antonio	Cruz Perez	Dom.	57	$75.00
947		7/28/2015	2177	Antonio	Cruz Perez	Dom.	67.25	$75.00
948		8/4/2015	2177	Antonio	Cruz Perez	Dom.	67.5	$75.00
949		8/11/2015	2177	Antonio	Cruz Perez	Dom.	70	$75.00
950		8/18/2015	2177	Antonio	Cruz Perez	Dom.	67	$75.00
951		8/25/2015	2177	Antonio	Cruz Perez	Dom.	66.76	$75.00
952		9/1/2015	2177	Antonio	Cruz Perez	Dom.	69.99	$75.00
953		9/8/2015	2177	Antonio	Cruz Perez	Dom.	72.5	$75.00
954		9/15/2015	2177	Antonio	Cruz Perez	Dom.	60.5	$75.00
955		9/22/2015	2177	Antonio	Cruz Perez	Dom.	49	$75.00
956								$1,140.00
957								
958	45	6/23/2015	2183	Camilo	Carrera Hernandez	Dom.	53.25	$80.00
959		6/30/2015	2183	Camilo	Carrera Hernandez	Dom.	71	$80.00
960		7/7/2015	2183	Camilo	Carrera Hernandez	Dom.	76.5	$80.00
961		7/14/2015	2183	Camilo	Carrera Hernandez	Dom.	71.5	$75.00
962		7/21/2015	2183	Camilo	Carrera Hernandez	Dom.	57.5	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
963		7/28/2015	2183	Camilo	Carrera Hernandez	Dom.	63	$75.00
964		8/4/2015	2183	Camilo	Carrera Hernandez	Dom.	58.78	$75.00
965		8/11/2015	2183	Camilo	Carrera Hernandez	Dom.	64.51	$75.00
966		8/18/2015	2183	Camilo	Carrera Hernandez	Dom.	64.51	$75.00
967		8/25/2015	2183	Camilo	Carrera Hernandez	Dom.	67.97	$75.00
968		9/1/2015	2183	Camilo	Carrera Hernandez	Dom.	71.74	$75.00
969		9/8/2015	2183	Camilo	Carrera Hernandez	Dom.	74.01	$75.00
970		9/15/2015	2183	Camilo	Carrera Hernandez	Dom.	61	$75.00
971		9/22/2015	2183	Camilo	Carrera Hernandez	Dom.	57.75	$75.00
972								$1,065.00
973								
974	46	7/7/2015	2194	Francisco J	Gomes	Dom.	21.51	$80.00
975		7/14/2015	2194	Francisco J	Gomes	Dom.	70	$75.00
976		7/21/2015	2194	Francisco J	Gomes	Dom.	57.5	$75.00
977		7/28/2015	2194	Francisco J	Gomes	Dom.	63.25	$75.00
978		8/4/2015	2194	Francisco J	Gomes	Dom.	59.5	$75.00
979		8/11/2015	2194	Francisco J	Gomes	Dom.	65.76	$75.00
980		8/18/2015	2194	Francisco J	Gomes	Dom.	64.5	$75.00
981		8/25/2015	2194	Francisco J	Gomes	Dom.	67.99	$75.00
982		9/1/2015	2194	Francisco J	Gomes	Dom.	71.75	$75.00
983		9/8/2015	2194	Francisco J	Gomes	Dom.	74	$75.00
984		9/15/2015	2194	Francisco J	Gomes	Dom.	60.51	$75.00
985		9/22/2015	2194	Francisco J	Gomes	Dom.	57.5	$75.00
986								$905.00
987								
988	47	7/7/2015	2195	Juan	Vargas	Dom.	42.99	$80.00
989		7/14/2015	2195	Juan	Vargas	Dom.	70.25	$75.00
990		7/21/2015	2195	Juan	Vargas	Dom.	57	$75.00
991		7/28/2015	2195	Juan	Vargas	Dom.	63.25	$75.00
992		8/4/2015	2195	Juan	Vargas	Dom.	59.25	$75.00
993		8/11/2015	2195	Juan	Vargas	Dom.	65.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
994		8/18/2015	2195	Juan	Vargas	Dom.	64.5	$75.00
995		8/25/2015	2195	Juan	Vargas	Dom.	67.99	$75.00
996		9/1/2015	2195	Juan	Vargas	Dom.	71.75	$75.00
997		9/8/2015	2195	Juan	Vargas	Dom.	74	$75.00
998		9/15/2015	2195	Juan	Vargas	Dom.	61	$75.00
999		9/22/2015	2195	Juan	Vargas	Dom.	58	$75.00
1000								$905.00
1001								
1002	48	7/7/2015	2196	Lorenzo	Domingo Ramirez	Dom.	21.49	$80.00
1003		7/14/2015	2196	Lorenzo	Domingo Ramirez	Dom.	66	$75.00
1004		7/21/2015	2196	Lorenzo	Domingo Ramirez	Dom.	57.25	$75.00
1005		7/28/2015	2196	Lorenzo	Domingo Ramirez	Dom.	63.25	$75.00
1006		8/4/2015	2196	Lorenzo	Domingo Ramirez	Dom.	59.24	$75.00
1007		8/11/2015	2196	Lorenzo	Domingo Ramirez	Dom.	65.76	$75.00
1008		8/18/2015	2196	Lorenzo	Domingo Ramirez	Dom.	64.5	$75.00
1009		8/25/2015	2196	Lorenzo	Domingo Ramirez	Dom.	66.49	$75.00
1010		9/1/2015	2196	Lorenzo	Domingo Ramirez	Dom.	72	$75.00
1011		9/8/2015	2196	Lorenzo	Domingo Ramirez	Dom.	74	$75.00
1012		9/15/2015	2196	Lorenzo	Domingo Ramirez	Dom.	61.25	$75.00
1013		9/22/2015	2196	Lorenzo	Domingo Ramirez	Dom.	57.75	$75.00
1014								$905.00
1015								
1016	49	7/7/2015	2197	Diego	Vargas	Dom.	21.49	$80.00
1017		7/14/2015	2197	Diego	Vargas	Dom.	65.75	$75.00
1018		7/21/2015	2197	Diego	Vargas	Dom.	57	$75.00
1019		7/28/2015	2197	Diego	Vargas	Dom.	63.25	$75.00
1020		8/4/2015	2197	Diego	Vargas	Dom.	59.5	$75.00
1021		8/11/2015	2197	Diego	Vargas	Dom.	66.01	$75.00
1022		8/18/2015	2197	Diego	Vargas	Dom.	64.5	$75.00
1023		8/25/2015	2197	Diego	Vargas	Dom.	67.99	$75.00
1024		9/1/2015	2197	Diego	Vargas	Dom.	71.75	$75.00

Back Wage Computations for Improper Meal Charges - Domestic Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
1025		9/8/2015	2197	Diego	Vargas	Dom.	70.49	$75.00
1026		9/15/2015	2197	Diego	Vargas	Dom.	61.25	$75.00
1027		9/22/2015	2197	Diego	Vargas	Dom.	57.74	$75.00
1028								$905.00
1029								
1030	50	7/14/2015	2204	Jeronimo	Hernandez Perez	Dom.	60	$75.00
1031		7/21/2015	2204	Jeronimo	Hernandez Perez	Dom.	57	$75.00
1032		7/28/2015	2204	Jeronimo	Hernandez Perez	Dom.	63	$75.00
1033		8/4/2015	2204	Jeronimo	Hernandez Perez	Dom.	59.25	$75.00
1034		8/11/2015	2204	Jeronimo	Hernandez Perez	Dom.	65.76	$75.00
1035		8/18/2015	2204	Jeronimo	Hernandez Perez	Dom.	64.26	$75.00
1036		8/25/2015	2204	Jeronimo	Hernandez Perez	Dom.	67.99	$75.00
1037		9/1/2015	2204	Jeronimo	Hernandez Perez	Dom.	71.5	$75.00
1038		9/8/2015	2204	Jeronimo	Hernandez Perez	Dom.	74	$75.00
1039		9/15/2015	2204	Jeronimo	Hernandez Perez	Dom.	60.75	$75.00
1040		9/22/2015	2204	Jeronimo	Hernandez Perez	Dom.	58	$75.00
1041								$825.00
1042								
1043	51	7/21/2015	2217	Raul	Jimenez	Dom.	45.75	$75.00
1044		7/28/2015	2217	Raul	Jimenez	Dom.	63.26	$75.00
1045		8/4/2015	2217	Raul	Jimenez	Dom.	58.53	$75.00
1046		8/11/2015	2217	Raul	Jimenez	Dom.	64.51	$75.00
1047		8/18/2015	2217	Raul	Jimenez	Dom.	45.76	$75.00
1048								$375.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
2	1	4/21/2015	2024	Carlos	Cruz Reyes	H2A	4	$75.00
3		4/28/2015	2024	Carlos	Cruz Reyes	H2A	27	$75.00
4		5/5/2015	2024	Carlos	Cruz Reyes	H2A	84	$75.00
5		5/12/2015	2024	Carlos	Cruz Reyes	H2A	74	$75.00
6		5/19/2015	2024	Carlos	Cruz Reyes	H2A	71.75	$75.00
7		5/26/2015	2024	Carlos	Cruz Reyes	H2A	69	$75.00
8		6/2/2015	2024	Carlos	Cruz Reyes	H2A	66	$75.00
9		6/9/2015	2024	Carlos	Cruz Reyes	H2A	76.25	$75.00
10		6/16/2015	2024	Carlos	Cruz Reyes	H2A	63.74	$75.00
11		6/23/2015	2024	Carlos	Cruz Reyes	H2A	52.25	$80.00
12		6/30/2015	2024	Carlos	Cruz Reyes	H2A	71.76	$80.00
13		7/7/2015	2024	Carlos	Cruz Reyes	H2A	71.23	$80.00
14		7/14/2015	2024	Carlos	Cruz Reyes	H2A	59.75	$75.00
15		7/21/2015	2024	Carlos	Cruz Reyes	H2A	51.5	$75.00
16		7/28/2015	2024	Carlos	Cruz Reyes	H2A	49.5	$75.00
17		8/7/2015	2024	Carlos	Cruz Reyes	H2A	57.75	$75.00
18								$1,215.00
19								
20	2	4/21/2015	2025	Yreneo C	Lopez Carrera	H2A	32.5	$75.00
21		4/28/2015	2025	Yreneo C	Lopez Carrera	H2A	36.75	$75.00
22		5/5/2015	2025	Yreneo C	Lopez Carrera	H2A	82.75	$75.00
23		5/12/2015	2025	Yreneo C	Lopez Carrera	H2A	78	$75.00
24		5/19/2015	2025	Yreneo C	Lopez Carrera	H2A	74.25	$75.00
25		5/26/2015	2025	Yreneo C	Lopez Carrera	H2A	73	$75.00
26		6/2/2015	2025	Yreneo C	Lopez Carrera	H2A	69	$75.00
27		6/9/2015	2025	Yreneo C	Lopez Carrera	H2A	76.25	$75.00
28		6/16/2015	2025	Yreneo C	Lopez Carrera	H2A	74.25	$75.00
29		6/23/2015	2025	Yreneo C	Lopez Carrera	H2A	72.74	$80.00
30		6/30/2015	2025	Yreneo C	Lopez Carrera	H2A	72	$80.00
31		7/7/2015	2025	Yreneo C	Lopez Carrera	H2A	75.73	$80.00
32		7/14/2015	2025	Yreneo C	Lopez Carrera	H2A	70.24	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
33		7/21/2015	2025	Yreneo C	Lopez Carrera	H2A	57.5	$75.00
34		7/28/2015	2025	Yreneo C	Lopez Carrera	H2A	63	$75.00
35		8/4/2015	2025	Yreneo C	Lopez Carrera	H2A	57.75	$75.00
36		8/11/2015	2025	Yreneo C	Lopez Carrera	H2A	64.51	$75.00
37		8/18/2015	2025	Yreneo C	Lopez Carrera	H2A	64.26	$75.00
38		8/25/2015	2025	Yreneo C	Lopez Carrera	H2A	67.99	$75.00
39		9/1/2015	2025	Yreneo C	Lopez Carrera	H2A	74.5	$75.00
40		9/8/2015	2025	Yreneo C	Lopez Carrera	H2A	66.25	$75.00
41		9/15/2015	2025	Yreneo C	Lopez Carrera	H2A	63.75	$75.00
42		9/22/2015	2025	Yreneo C	Lopez Carrera	H2A	62	$75.00
43		9/29/2015	2025	Yreneo C	Lopez Carrera	H2A	46.51	$75.00
44								$1,815.00
45								
46	3	4/21/2015	2026	Saul	Sanchez Villasenor	H2A	4	$75.00
47		4/28/2015	2026	Saul	Sanchez Villasenor	H2A	28.75	$75.00
48		5/5/2015	2026	Saul	Sanchez Villasenor	H2A	68.5	$75.00
49		5/12/2015	2026	Saul	Sanchez Villasenor	H2A	75.75	$75.00
50		5/19/2015	2026	Saul	Sanchez Villasenor	H2A	94	$75.00
51		5/26/2015	2026	Saul	Sanchez Villasenor	H2A	71.75	$75.00
52		6/2/2015	2026	Saul	Sanchez Villasenor	H2A	70.75	$75.00
53		6/9/2015	2026	Saul	Sanchez Villasenor	H2A	76.5	$75.00
54		6/16/2015	2026	Saul	Sanchez Villasenor	H2A	76.5	$75.00
55		6/23/2015	2026	Saul	Sanchez Villasenor	H2A	74	$80.00
56		6/30/2015	2026	Saul	Sanchez Villasenor	H2A	72	$80.00
57		7/7/2015	2026	Saul	Sanchez Villasenor	H2A	77.74	$80.00
58		7/14/2015	2026	Saul	Sanchez Villasenor	H2A	72.25	$75.00
59		7/21/2015	2026	Saul	Sanchez Villasenor	H2A	53.25	$75.00
60		7/28/2015	2026	Saul	Sanchez Villasenor	H2A	65.75	$75.00
61		8/4/2015	2026	Saul	Sanchez Villasenor	H2A	59.5	$75.00
62		8/11/2015	2026	Saul	Sanchez Villasenor	H2A	66.99	$75.00
63		8/18/2015	2026	Saul	Sanchez Villasenor	H2A	65.26	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
64		8/25/2015	2026	Saul	Sanchez Villasenor	H2A	69	$75.00
65		9/1/2015	2026	Saul	Sanchez Villasenor	H2A	72.51	$75.00
66		9/8/2015	2026	Saul	Sanchez Villasenor	H2A	74.25	$75.00
67		9/15/2015	2026	Saul	Sanchez Villasenor	H2A	62.99	$75.00
68		9/22/2015	2026	Saul	Sanchez Villasenor	H2A	57.51	$75.00
69		9/29/2015	2026	Saul	Sanchez Villasenor	H2A	46.74	$75.00
70								$1,815.00
71								
72	4	4/21/2015	2027	Ruben	Leon Hernandez	H2A	3	$75.00
73		4/28/2015	2027	Ruben	Leon Hernandez	H2A	28.25	$75.00
74		5/5/2015	2027	Ruben	Leon Hernandez	H2A	86.25	$75.00
75		5/12/2015	2027	Ruben	Leon Hernandez	H2A	75.75	$75.00
76		5/19/2015	2027	Ruben	Leon Hernandez	H2A	84	$75.00
77		5/26/2015	2027	Ruben	Leon Hernandez	H2A	71.75	$75.00
78		6/2/2015	2027	Ruben	Leon Hernandez	H2A	70	$75.00
79		6/9/2015	2027	Ruben	Leon Hernandez	H2A	78	$75.00
80		6/16/2015	2027	Ruben	Leon Hernandez	H2A	75.23	$75.00
81		6/23/2015	2027	Ruben	Leon Hernandez	H2A	73.49	$80.00
82		6/30/2015	2027	Ruben	Leon Hernandez	H2A	70.75	$80.00
83		7/7/2015	2027	Ruben	Leon Hernandez	H2A	76.51	$80.00
84		7/14/2015	2027	Ruben	Leon Hernandez	H2A	72.5	$75.00
85		7/21/2015	2027	Ruben	Leon Hernandez	H2A	58.25	$75.00
86		7/28/2015	2027	Ruben	Leon Hernandez	H2A	66.25	$75.00
87		8/4/2015	2027	Ruben	Leon Hernandez	H2A	58.78	$75.00
88		8/11/2015	2027	Ruben	Leon Hernandez	H2A	64.25	$75.00
89		8/18/2015	2027	Ruben	Leon Hernandez	H2A	64.25	$75.00
90		8/25/2015	2027	Ruben	Leon Hernandez	H2A	67.99	$75.00
91		9/1/2015	2027	Ruben	Leon Hernandez	H2A	71.5	$75.00
92		9/8/2015	2027	Ruben	Leon Hernandez	H2A	74.01	$75.00
93		9/15/2015	2027	Ruben	Leon Hernandez	H2A	61	$75.00
94		9/22/2015	2027	Ruben	Leon Hernandez	H2A	58.01	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		**Week Ending**	**Employee #**	**First**	**Last**	**H2A/Dom.**	**Hours Worked**	**Amount of Meal Charges / Back Wages Due**
95		9/29/2015	2027	Ruben	Leon Hernandez	H2A	46.49	$75.00
96								$1,815.00
97								
98	5	4/21/2015	2028	Modesto E	Lopez Carrera	H2A	32.5	$75.00
99		4/28/2015	2028	Modesto E	Lopez Carrera	H2A	36.75	$75.00
100		5/5/2015	2028	Modesto E	Lopez Carrera	H2A	79	$75.00
101		5/12/2015	2028	Modesto E	Lopez Carrera	H2A	77.75	$75.00
102		5/19/2015	2028	Modesto E	Lopez Carrera	H2A	71.75	$75.00
103		5/26/2015	2028	Modesto E	Lopez Carrera	H2A	70.5	$75.00
104		6/2/2015	2028	Modesto E	Lopez Carrera	H2A	65.75	$75.00
105		6/9/2015	2028	Modesto E	Lopez Carrera	H2A	76.5	$75.00
106		6/16/2015	2028	Modesto E	Lopez Carrera	H2A	74.25	$75.00
107		6/23/2015	2028	Modesto E	Lopez Carrera	H2A	74.49	$80.00
108		6/30/2015	2028	Modesto E	Lopez Carrera	H2A	73.51	$80.00
109		7/7/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$80.00
110		7/14/2015	2028	Modesto E	Lopez Carrera	H2A	72	$75.00
111		7/21/2015	2028	Modesto E	Lopez Carrera	H2A	58.75	$75.00
112		7/28/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$75.00
113		8/4/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$75.00
114		8/11/2015	2028	Modesto E	Lopez Carrera	H2A	70.25	$75.00
115		8/18/2015	2028	Modesto E	Lopez Carrera	H2A	67	$75.00
116		8/25/2015	2028	Modesto E	Lopez Carrera	H2A	65.75	$75.00
117		9/1/2015	2028	Modesto E	Lopez Carrera	H2A	70	$75.00
118		9/8/2015	2028	Modesto E	Lopez Carrera	H2A	72.76	$75.00
119		9/15/2015	2028	Modesto E	Lopez Carrera	H2A	61	$75.00
120		9/22/2015	2028	Modesto E	Lopez Carrera	H2A	58	$75.00
121		9/29/2015	2028	Modesto E	Lopez Carrera	H2A	46.5	$75.00
122								$1,815.00
123								
124	6	4/21/2015	2029	Amadeo	Gonzalez Jaimes	H2A	4	$75.00
125		4/28/2015	2029	Amadeo	Gonzalez Jaimes	H2A	27	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
126		5/5/2015	2029	Amadeo	Gonzalez Jaimes	H2A	88.75	$75.00
127		5/12/2015	2029	Amadeo	Gonzalez Jaimes	H2A	86	$75.00
128		5/19/2015	2029	Amadeo	Gonzalez Jaimes	H2A	80.25	$75.00
129		5/26/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.75	$75.00
130		6/2/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.5	$75.00
131		6/9/2015	2029	Amadeo	Gonzalez Jaimes	H2A	76.75	$75.00
132		6/16/2015	2029	Amadeo	Gonzalez Jaimes	H2A	74.52	$75.00
133		6/23/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.73	$80.00
134		6/30/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.01	$80.00
135		7/7/2015	2029	Amadeo	Gonzalez Jaimes	H2A	72.01	$80.00
136		7/14/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.5	$75.00
137		7/21/2015	2029	Amadeo	Gonzalez Jaimes	H2A	57	$75.00
138		7/28/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.5	$75.00
139		8/4/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.5	$75.00
140		8/11/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.75	$75.00
141		8/18/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.49	$75.00
142		8/25/2015	2029	Amadeo	Gonzalez Jaimes	H2A	65.5	$75.00
143		9/1/2015	2029	Amadeo	Gonzalez Jaimes	H2A	70.25	$75.00
144		9/8/2015	2029	Amadeo	Gonzalez Jaimes	H2A	72.75	$75.00
145		9/15/2015	2029	Amadeo	Gonzalez Jaimes	H2A	61	$75.00
146		9/22/2015	2029	Amadeo	Gonzalez Jaimes	H2A	58	$75.00
147		9/29/2015	2029	Amadeo	Gonzalez Jaimes	H2A	46.5	$75.00
148								$1,815.00
149								
150	7	4/21/2015	2030	Mateo	Rios Bautista	H2A	4	$75.00
151		4/28/2015	2030	Mateo	Rios Bautista	H2A	29.75	$75.00
152		5/5/2015	2030	Mateo	Rios Bautista	H2A	88.5	$75.00
153		5/12/2015	2030	Mateo	Rios Bautista	H2A	77.75	$75.00
154		5/19/2015	2030	Mateo	Rios Bautista	H2A	74	$75.00
155		5/26/2015	2030	Mateo	Rios Bautista	H2A	69.75	$75.00
156		6/2/2015	2030	Mateo	Rios Bautista	H2A	69.5	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
157		6/9/2015	2030	Mateo	Rios Bautista	H2A	75.5	$75.00
158		6/16/2015	2030	Mateo	Rios Bautista	H2A	74.02	$75.00
159		6/23/2015	2030	Mateo	Rios Bautista	H2A	61.76	$80.00
160		6/30/2015	2030	Mateo	Rios Bautista	H2A	71.75	$80.00
161		7/7/2015	2030	Mateo	Rios Bautista	H2A	75.74	$80.00
162		7/14/2015	2030	Mateo	Rios Bautista	H2A	59.75	$75.00
163		7/21/2015	2030	Mateo	Rios Bautista	H2A	57	$75.00
164		7/28/2015	2030	Mateo	Rios Bautista	H2A	63.25	$75.00
165		8/7/2015	2030	Mateo	Rios Bautista	H2A	57.75	$75.00
166								$1,215.00
167								
168	8	4/21/2015	2031	German	Arias Maya	H2A	4	$75.00
169		4/28/2015	2031	German	Arias Maya	H2A	28.25	$75.00
170		5/5/2015	2031	German	Arias Maya	H2A	84.5	$75.00
171		5/12/2015	2031	German	Arias Maya	H2A	75.5	$75.00
172		5/19/2015	2031	German	Arias Maya	H2A	84	$75.00
173		5/26/2015	2031	German	Arias Maya	H2A	71.75	$75.00
174		6/2/2015	2031	German	Arias Maya	H2A	71.75	$75.00
175		6/9/2015	2031	German	Arias Maya	H2A	75.5	$75.00
176		6/16/2015	2031	German	Arias Maya	H2A	74	$75.00
177		6/23/2015	2031	German	Arias Maya	H2A	71.49	$80.00
178		6/30/2015	2031	German	Arias Maya	H2A	71.75	$80.00
179		7/7/2015	2031	German	Arias Maya	H2A	75.49	$80.00
180		7/14/2015	2031	German	Arias Maya	H2A	70.51	$75.00
181		7/21/2015	2031	German	Arias Maya	H2A	57.75	$75.00
182		7/28/2015	2031	German	Arias Maya	H2A	63	$75.00
183		8/4/2015	2031	German	Arias Maya	H2A	59.5	$75.00
184		8/11/2015	2031	German	Arias Maya	H2A	66	$75.00
185		8/18/2015	2031	German	Arias Maya	H2A	64.27	$75.00
186		8/25/2015	2031	German	Arias Maya	H2A	68.01	$75.00
187		9/1/2015	2031	German	Arias Maya	H2A	71.74	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
188		9/8/2015	2031	German	Arias Maya	H2A	74	$75.00
189		9/15/2015	2031	German	Arias Maya	H2A	61	$75.00
190		9/22/2015	2031	German	Arias Maya	H2A	58.01	$75.00
191		9/29/2015	2031	German	Arias Maya	H2A	46.49	$75.00
192								$1,815.00
193								
194	9	4/21/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	4	$75.00
195		4/28/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	27.25	$75.00
196		5/5/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	88.75	$75.00
197		5/12/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	78	$75.00
198		5/19/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	73.5	$75.00
199		5/26/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	69.5	$75.00
200		6/2/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	65.5	$75.00
201		6/9/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	75.5	$75.00
202		6/16/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	63.52	$75.00
203		6/23/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	71.49	$80.00
204		6/30/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	60.74	$80.00
205		7/7/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	74.74	$80.00
206		7/14/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	60	$75.00
207		7/21/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	57.5	$75.00
208		7/28/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	63	$75.00
209		8/7/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	51	$75.00
210								$1,215.00
211								
212	10	4/21/2015	2033	Francisco J	Pinon Rangel	H2A	4	$75.00
213		4/28/2015	2033	Francisco J	Pinon Rangel	H2A	31.75	$75.00
214		5/5/2015	2033	Francisco J	Pinon Rangel	H2A	88.5	$75.00
215		5/12/2015	2033	Francisco J	Pinon Rangel	H2A	77.75	$75.00
216		5/19/2015	2033	Francisco J	Pinon Rangel	H2A	73.5	$75.00
217		5/26/2015	2033	Francisco J	Pinon Rangel	H2A	66.75	$75.00
218		6/2/2015	2033	Francisco J	Pinon Rangel	H2A	69.5	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
219		6/9/2015	2033	Francisco J	Pinon Rangel	H2A	75.5	$75.00
220		6/16/2015	2033	Francisco J	Pinon Rangel	H2A	74	$75.00
221		6/23/2015	2033	Francisco J	Pinon Rangel	H2A	71.49	$80.00
222		6/30/2015	2033	Francisco J	Pinon Rangel	H2A	71.75	$80.00
223		7/7/2015	2033	Francisco J	Pinon Rangel	H2A	75.49	$80.00
224		7/14/2015	2033	Francisco J	Pinon Rangel	H2A	70.5	$75.00
225		7/21/2015	2033	Francisco J	Pinon Rangel	H2A	57.5	$75.00
226		7/28/2015	2033	Francisco J	Pinon Rangel	H2A	63.25	$75.00
227		8/7/2015	2033	Francisco J	Pinon Rangel	H2A	59.5	$75.00
228								$1,215.00
229								
230	11	4/21/2015	2034	Cesar	Martinez Arellano	H2A	4	$75.00
231		4/28/2015	2034	Cesar	Martinez Arellano	H2A	28.5	$75.00
232		5/5/2015	2034	Cesar	Martinez Arellano	H2A	90.25	$75.00
233		5/12/2015	2034	Cesar	Martinez Arellano	H2A	84.25	$75.00
234		5/19/2015	2034	Cesar	Martinez Arellano	H2A	71.75	$75.00
235		5/26/2015	2034	Cesar	Martinez Arellano	H2A	69.25	$75.00
236		6/2/2015	2034	Cesar	Martinez Arellano	H2A	70.5	$75.00
237		6/9/2015	2034	Cesar	Martinez Arellano	H2A	74.25	$75.00
238		6/16/2015	2034	Cesar	Martinez Arellano	H2A	73.01	$75.00
239		6/23/2015	2034	Cesar	Martinez Arellano	H2A	72	$80.00
240		6/30/2015	2034	Cesar	Martinez Arellano	H2A	73.01	$80.00
241		7/7/2015	2034	Cesar	Martinez Arellano	H2A	76.24	$80.00
242		7/14/2015	2034	Cesar	Martinez Arellano	H2A	70.51	$75.00
243		7/21/2015	2034	Cesar	Martinez Arellano	H2A	57	$75.00
244		7/28/2015	2034	Cesar	Martinez Arellano	H2A	67	$75.00
245		8/4/2015	2034	Cesar	Martinez Arellano	H2A	67.5	$75.00
246		8/11/2015	2034	Cesar	Martinez Arellano	H2A	70	$75.00
247		8/18/2015	2034	Cesar	Martinez Arellano	H2A	67	$75.00
248		8/25/2015	2034	Cesar	Martinez Arellano	H2A	65.5	$75.00
249		9/1/2015	2034	Cesar	Martinez Arellano	H2A	70	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
250		9/8/2015	2034	Cesar	Martinez Arellano	H2A	72.5	$75.00
251		9/15/2015	2034	Cesar	Martinez Arellano	H2A	60.75	$75.00
252		9/22/2015	2034	Cesar	Martinez Arellano	H2A	58	$75.00
253		9/29/2015	2034	Cesar	Martinez Arellano	H2A	46.5	$75.00
254								$1,815.00
255								
256	12	4/21/2015	2035	Celso	Grijalva Ramos	H2A	4	$75.00
257		4/28/2015	2035	Celso	Grijalva Ramos	H2A	28.5	$75.00
258		5/7/2015	2035	Celso	Grijalva Ramos	H2A	74.5	$75.00
259								$225.00
260								
261	13	4/21/2015	2036	Alejandro	Sanchez Villasenor	H2A	4	$75.00
262		4/28/2015	2036	Alejandro	Sanchez Villasenor	H2A	28.75	$75.00
263		5/5/2015	2036	Alejandro	Sanchez Villasenor	H2A	95.25	$75.00
264		5/12/2015	2036	Alejandro	Sanchez Villasenor	H2A	77.5	$75.00
265		5/19/2015	2036	Alejandro	Sanchez Villasenor	H2A	77.5	$75.00
266		5/26/2015	2036	Alejandro	Sanchez Villasenor	H2A	69.75	$75.00
267		6/2/2015	2036	Alejandro	Sanchez Villasenor	H2A	69.5	$75.00
268		6/9/2015	2036	Alejandro	Sanchez Villasenor	H2A	51.08	$75.00
269		6/16/2015	2036	Alejandro	Sanchez Villasenor	H2A	75.49	$75.00
270		6/23/2015	2036	Alejandro	Sanchez Villasenor	H2A	73.52	$80.00
271		6/30/2015	2036	Alejandro	Sanchez Villasenor	H2A	71.75	$80.00
272		7/7/2015	2036	Alejandro	Sanchez Villasenor	H2A	76.5	$80.00
273		7/14/2015	2036	Alejandro	Sanchez Villasenor	H2A	73.25	$75.00
274		7/21/2015	2036	Alejandro	Sanchez Villasenor	H2A	58.25	$75.00
275		7/28/2015	2036	Alejandro	Sanchez Villasenor	H2A	63.99	$75.00
276		8/4/2015	2036	Alejandro	Sanchez Villasenor	H2A	59.25	$75.00
277		8/11/2015	2036	Alejandro	Sanchez Villasenor	H2A	64.25	$75.00
278		8/18/2015	2036	Alejandro	Sanchez Villasenor	H2A	64.23	$75.00
279		8/25/2015	2036	Alejandro	Sanchez Villasenor	H2A	67.99	$75.00
280		9/1/2015	2036	Alejandro	Sanchez Villasenor	H2A	71.5	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
281		9/8/2015	2036	Alejandro	Sanchez Villasenor	H2A	74	$75.00
282		9/15/2015	2036	Alejandro	Sanchez Villasenor	H2A	60.76	$75.00
283		9/22/2015	2036	Alejandro	Sanchez Villasenor	H2A	58.01	$75.00
284		9/29/2015	2036	Alejandro	Sanchez Villasenor	H2A	46.51	$75.00
285								$1,815.00
286								
287	14	4/21/2015	2037	Eduardo	De La Cruz Martinez	H2A	4	$75.00
288		4/28/2015	2037	Eduardo	De La Cruz Martinez	H2A	27	$75.00
289		5/5/2015	2037	Aduardo	De La Cruz Martinez	H2A	85.75	$75.00
290		5/12/2015	2037	Eduardo	De La Cruz Martinez	H2A	77.75	$75.00
291		5/19/2015	2037	Eduardo	De La Cruz Martinez	H2A	73.5	$75.00
292		5/26/2015	2037	Eduardo	De La Cruz Martinez	H2A	69.5	$75.00
293		6/2/2015	2037	Eduardo	De La Cruz Martinez	H2A	65.75	$75.00
294		6/9/2015	2037	Eduardo	De La Cruz Martinez	H2A	75.25	$75.00
295		6/16/2015	2037	Eduardo	De La Cruz Martinez	H2A	74	$75.00
296		6/23/2015	2037	Eduardo	De La Cruz Martinez	H2A	71.48	$80.00
297		6/30/2015	2037	Eduardo	De La Cruz Martinez	H2A	61.75	$80.00
298		7/7/2015	2037	Eduardo	De La Cruz Martinez	H2A	74.26	$80.00
299		7/14/2015	2037	Eduardo	De La Cruz Martinez	H2A	70	$75.00
300		7/21/2015	2037	Eduardo	De La Cruz Martinez	H2A	57.5	$75.00
301		7/28/2015	2037	Eduardo	De La Cruz Martinez	H2A	63	$75.00
302		8/7/2015	2037	Eduardo	De La Cruz Martinez	H2A	59.24	$75.00
303								$1,215.00
304								
305	15	4/28/2015	2038	Armando	Rodriguez Jaimes	H2A	41.75	$0.00
306		5/5/2015	2038	Armando	Rodriguez Jaimes	H2A	83.75	$0.00
307		5/12/2015	2038	Armando	Rodriguez Jaimes	H2A	81.25	$0.00
308		5/19/2015	2038	Armando	Rodriguez Jaimes	H2A	84.75	$0.00
309		5/26/2015	2038	Armando	Rodriguez Jaimes	H2A	74	$0.00
310		6/2/2015	2038	Armando	Rodriguez Jaimes	H2A	70.25	$0.00
311		6/9/2015	2038	Armando	Rodriguez Jaimes	H2A	76	$0.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
312		6/16/2015	2038	Armando	Rodriguez Jaimes	H2A	81.27	$0.00
313		6/23/2015	2038	Armando	Rodriguez Jaimes	H2A	73.51	$0.00
314		6/30/2015	2038	Armando	Rodriguez Jaimes	H2A	76.01	$0.00
315		7/7/2015	2038	Armando	Rodriguez Jaimes	H2A	77.24	$0.00
316		7/14/2015	2038	Armando	Rodriguez Jaimes	H2A	75.5	$0.00
317		7/21/2015	2038	Armando	Rodriguez Jaimes	H2A	48.75	$0.00
318		7/28/2015	2038	Armando	Rodriguez Jaimes	H2A	84.5	$0.00
319		8/4/2015	2038	Armando	Rodriguez Jaimes	H2A	68.5	$0.00
320		8/11/2015	2038	Armando	Rodriguez Jaimes	H2A	66.25	$0.00
321		8/18/2015	2038	Armando	Rodriguez Jaimes	H2A	65.28	$0.00
322		8/25/2015	2038	Armando	Rodriguez Jaimes	H2A	68.98	$0.00
323		9/1/2015	2038	Armando	Rodriguez Jaimes	H2A	73	$0.00
324		9/8/2015	2038	Armando	Rodriguez Jaimes	H2A	74.25	$0.00
325		9/15/2015	2038	Armando	Rodriguez Jaimes	H2A	62.99	$0.00
326		9/22/2015	2038	Armando	Rodriguez Jaimes	H2A	58.49	$0.00
327		9/29/2015	2038	Armando	Rodriguez Jaimes	H2A	47.74	$0.00
328								$0.00
329								
330	16	4/28/2015	2055	Efrain	Martinez Areliano	H2A	27	$75.00
331		5/5/2015	2055	Efrain	Martinez Areliano	H2A	85	$75.00
332		5/12/2015	2055	Efrain	Martinez Areliano	H2A	74	$75.00
333		5/19/2015	2055	Efrain	Martinez Areliano	H2A	80	$75.00
334		5/26/2015	2055	Efrain	Martinez Areliano	H2A	69.25	$75.00
335		6/2/2015	2055	Efrain	Martinez Areliano	H2A	70.5	$75.00
336		6/9/2015	2055	Efrain	Martinez Areliano	H2A	74.25	$75.00
337		6/16/2015	2055	Efrain	Martinez Areliano	H2A	73	$75.00
338		6/23/2015	2055	Efrain	Martinez Areliano	H2A	68.76	$80.00
339		6/30/2015	2055	Efrain	Martinez Areliano	H2A	73.26	$80.00
340		7/7/2015	2055	Efrain	Martinez Areliano	H2A	76.26	$80.00
341		7/14/2015	2055	Efrain	Martinez Areliano	H2A	70.76	$75.00
342		7/21/2015	2055	Efrain	Martinez Areliano	H2A	57	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
343		7/28/2015	2055	Efrain	Martinez Areliano	H2A	67	$75.00
344		8/4/2015	2055	Efrain	Martinez Areliano	H2A	67.25	$75.00
345		8/11/2015	2055	Efrain	Martinez Areliano	H2A	70	$75.00
346		8/18/2015	2055	Efrain	Martinez Areliano	H2A	67	$75.00
347		8/25/2015	2055	Efrain	Martinez Areliano	H2A	65.51	$75.00
348		9/1/2015	2055	Efrain	Martinez Areliano	H2A	70	$75.00
349		9/8/2015	2055	Efrain	Martinez Areliano	H2A	72.5	$75.00
350		9/15/2015	2055	Efrain	Martinez Areliano	H2A	61	$75.00
351		9/22/2015	2055	Efrain	Martinez Areliano	H2A	58	$75.00
352		9/29/2015	2055	Efrain	Martinez Areliano	H2A	46.5	$75.00
353								$1,740.00
354								
355	17	4/28/2015	2056	Humberto	Zavala Jaimes	H2A	28.25	$75.00
356		5/5/2015	2056	Humberto	Zavala Jaimes	H2A	84.5	$75.00
357		5/12/2015	2056	Humberto	Zavala Jaimes	H2A	76	$75.00
358		5/19/2015	2056	Humberto	Zavala Jaimes	H2A	80.5	$75.00
359		5/26/2015	2056	Humberto	Zavala Jaimes	H2A	70.75	$75.00
360		6/2/2015	2056	Humberto	Zavala Jaimes	H2A	72.75	$75.00
361		6/9/2015	2056	Humberto	Zavala Jaimes	H2A	75.5	$75.00
362		6/16/2015	2056	Humberto	Zavala Jaimes	H2A	73.99	$75.00
363		6/23/2015	2056	Humberto	Zavala Jaimes	H2A	71.48	$80.00
364		6/30/2015	2056	Humberto	Zavala Jaimes	H2A	72.75	$80.00
365		7/7/2015	2056	Humberto	Zavala Jaimes	H2A	76.5	$80.00
366		7/14/2015	2056	Humberto	Zavala Jaimes	H2A	70.5	$75.00
367		7/21/2015	2056	Humberto	Zavala Jaimes	H2A	57.25	$75.00
368		7/28/2015	2056	Humberto	Zavala Jaimes	H2A	63	$75.00
369		8/4/2015	2056	Humberto	Zavala Jaimes	H2A	59.24	$75.00
370		8/25/2015	2056	Humberto	Zavala Jaimes	H2A	67.99	$75.00
371		9/1/2015	2056	Humberto	Zavala Jaimes	H2A	74.75	$75.00
372		9/8/2015	2056	Humberto	Zavala Jaimes	H2A	74	$75.00
373		9/15/2015	2056	Humberto	Zavala Jaimes	H2A	60.75	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
374		9/22/2015	2056	Humberto	Zavala Jaimes	H2A	58	$75.00
375		9/29/2015	2056	Humberto	Zavala Jaimes	H2A	46.51	$75.00
376								$1,590.00
377								
378	18	5/7/2015	2065	Venustiano	Sachez Dolores	H2A	62.25	$75.00
379								$75.00
380								
381	19	5/7/2015	2066	Tomas	Sonalo Guerrero	H2A	76	$75.00
382								$75.00
383								
384	20	5/7/2015	2067	Marcos	Zeveleta Hernandez	H2A	82.25	$75.00
385								$75.00
386								
387	21	5/7/2015	2068	Marco G	Maldonado Maldonado	H2A	69.5	$75.00
388								$75.00
389								
390	22	5/7/2015	2069	Marcelo	Ortega Vargas	H2A	54.75	$75.00
391								$75.00
392								
393	23	5/7/2015	2070	Cheguez J	Baltazar	H2A	81	$75.00
394								$75.00
395								
396	24	5/5/2015	2071	Jose D	Islas Larraga	H2A	94.25	$75.00
397		5/12/2015	2071	Jose D	Islas Larraga	H2A	79.5	$75.00
398		5/19/2015	2071	Jose D	Islas Larraga	H2A	84	$75.00
399		5/26/2015	2071	Jose D	Islas Larraga	H2A	71.75	$75.00
400		6/2/2015	2071	Jose D	Islas Larraga	H2A	65.75	$75.00
401		6/9/2015	2071	Jose D	Islas Larraga	H2A	75.5	$75.00
402								$450.00
403								
404	25	5/7/2015	2072	Lucio	Rosales Lopez	H2A	58.25	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
405								$75.00
406								
407	26	5/5/2015	2073	Jose	Martinez Paulino	H2A	87.25	$75.00
408		5/12/2015	2073	Jose	Martinez Paulino	H2A	78	$75.00
409		5/19/2015	2073	Jose	Martinez Paulino	H2A	73.5	$75.00
410		5/26/2015	2073	Jose	Martinez Paulino	H2A	66.5	$75.00
411		6/2/2015	2073	Jose	Martinez Paulino	H2A	66	$75.00
412		6/9/2015	2073	Jose	Martinez Paulino	H2A	75.5	$75.00
413		6/16/2015	2073	Jose	Martinez Paulino	H2A	73.75	$75.00
414		6/23/2015	2073	Jose	Martinez Paulino	H2A	61.77	$80.00
415		6/30/2015	2073	Jose	Martinez Paulino	H2A	61.75	$80.00
416		7/7/2015	2073	Jose	Martinez Paulino	H2A	63.98	$80.00
417		7/14/2015	2073	Jose	Martinez Paulino	H2A	64.51	$75.00
418		7/21/2015	2073	Jose	Martinez Paulino	H2A	57.5	$75.00
419		7/28/2015	2073	Jose	Martinez Paulino	H2A	63.25	$75.00
420		8/7/2015	2073	Jose	Martinez Paulino	H2A	599.5	$75.00
421								$1,065.00
422								
423	27	5/7/2015	2074	Javier	Juarez Hernandez	H2A	60.75	$75.00
424								$75.00
425								
426	28	5/7/2015	2075	Isau	Santiago Mendoza	H2A	74.75	$75.00
427								$75.00
428								
429	29	5/7/2015	2076	Ines	Hernandez Sanchez	H2A	60.75	$75.00
430								$75.00
431								
432	30	5/7/2015	2077	Humberto	Dominguez Cruz	H2A	54.75	$75.00
433								$75.00
434								
435	31	5/7/2015	2078	Hugo L	Cinta Tegoma	H2A	44	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
436								$75.00
437								
438	32	5/7/2015	2079	Hector M	Garcia Dominguez	H2A	59	$75.00
439								$75.00
440								
441	33	5/7/2015	2080	Gustavo	Marquez Perez	H2A	55.75	$75.00
442								$75.00
443								
444	34	5/5/2015	2081	Demetrio	Garcia Olarte	H2A	85	$75.00
445		5/12/2015	2081	Demetrio	Garcia Olarte	H2A	69.25	$75.00
446		5/19/2015	2081	Demetrio	Garcia Olarte	H2A	71.75	$75.00
447		5/26/2015	2081	Demetrio	Garcia Olarte	H2A	69.25	$75.00
448		6/2/2015	2081	Demetrio	Garcia Olarte	H2A	66	$75.00
449		6/9/2015	2081	Demetrio	Garcia Olarte	H2A	76.5	$75.00
450		6/16/2015	2081	Demetrio	Garcia Olarte	H2A	63.74	$75.00
451		6/23/2015	2081	Demetrio	Garcia Olarte	H2A	69.74	$80.00
452		6/30/2015	2081	Demetrio	Garcia Olarte	H2A	62	$80.00
453		7/7/2015	2081	Demetrio	Garcia Olarte	H2A	71.49	$80.00
454		7/14/2015	2081	Demetrio	Garcia Olarte	H2A	64.51	$75.00
455		7/21/2015	2081	Demetrio	Garcia Olarte	H2A	57.25	$75.00
456		7/28/2015	2081	Demetrio	Garcia Olarte	H2A	63	$75.00
457		8/7/2015	2081	Demetrio	Garcia Olarte	H2A	57.75	$75.00
458								$1,065.00
459								
460	35	5/7/2015	2082	Delfino Antonio	Reyes	H2A	55	$75.00
461								$75.00
462								
463	36	5/7/2015	2083	Cristian	Mendez Hernandez	H2A	74.75	$75.00
464								$75.00
465								
466	37	5/7/2015	2084	Carlos	Cervantes Ramirez	H2A	57	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
467								$75.00
468								
469	38	5/7/2015	2085	Adrian	Vazquez Desion	H2A	72.5	$75.00
470								$75.00
471								
472	39	5/26/2015	2115	Alfredo	Galindo Reyes	H2A	27	$75.00
473		6/2/2015	2115	Alfredo	Galindo Reyes	H2A	69.75	$75.00
474		6/9/2015	2115	Alfredo	Galindo Reyes	H2A	76.25	$75.00
475		6/16/2015	2115	Alfredo	Galindo Reyes	H2A	71.25	$75.00
476		6/23/2015	2115	Alfredo	Galindo Reyes	H2A	72.99	$80.00
477		6/30/2015	2115	Alfredo	Galindo Reyes	H2A	71	$80.00
478		7/7/2015	2115	Alfredo	Galindo Reyes	H2A	76.5	$80.00
479		7/14/2015	2115	Alfredo	Galindo Reyes	H2A	71.49	$75.00
480		7/21/2015	2115	Alfredo	Galindo Reyes	H2A	57.49	$75.00
481		7/28/2015	2115	Alfredo	Galindo Reyes	H2A	62.99	$75.00
482		8/7/2015	2115	Alfredo	Galindo Reyes	H2A	58.78	$75.00
483								$840.00
484								
485	40	5/26/2015	2116	Carlos	Magallanes Hernandez	H2A	27	$75.00
486		6/2/2015	2116	Carlos	Magallanes Hernandez	H2A	63	$75.00
487		6/9/2015	2116	Carlos	Magallanes Hernandez	H2A	77	$75.00
488		6/16/2015	2116	Carlos	Magallanes Hernandez	H2A	66.25	$75.00
489		6/23/2015	2116	Carlos	Magallanes Hernandez	H2A	73.24	$80.00
490		6/30/2015	2116	Carlos	Magallanes Hernandez	H2A	72.25	$80.00
491		7/7/2015	2116	Carlos	Magallanes Hernandez	H2A	69.76	$80.00
492		7/14/2015	2116	Carlos	Magallanes Hernandez	H2A	55.24	$75.00
493		7/21/2015	2116	Carlos	Magallanes Hernandez	H2A	52.5	$75.00
494		7/28/2015	2116	Carlos	Magallanes Hernandez	H2A	63.24	$75.00
495		8/7/2015	2116	Carlos	Magallanes Hernandez	H2A	37.77	$75.00
496								$840.00
497								

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
498	41	5/26/2015	2117	David	Flores Flores	H2A	27	$75.00
499		6/2/2015	2117	David	Flores Flores	H2A	69.75	$75.00
500		6/9/2015	2117	David	Flores Flores	H2A	77	$75.00
501		6/16/2015	2117	David	Flores Flores	H2A	73.99	$75.00
502		6/23/2015	2117	David	Flores Flores	H2A	72.01	$80.00
503		6/30/2015	2117	David	Flores Flores	H2A	71.75	$80.00
504		7/7/2015	2117	David	Flores Flores	H2A	75.75	$80.00
505		7/14/2015	2117	David	Flores Flores	H2A	70.49	$75.00
506		7/21/2015	2117	David	Flores Flores	H2A	57.25	$75.00
507		7/28/2015	2117	David	Flores Flores	H2A	63.25	$75.00
508		8/7/2015	2117	David	Flores Flores	H2A	57.75	$75.00
509								$840.00
510								
511	42	5/26/2015	2118	Eliseo	Aguilar Caldera	H2A	27	$75.00
512		6/2/2015	2118	Eliseo	Aguilar Caldera	H2A	69.5	$75.00
513		6/9/2015	2118	Eliseo	Aguilar Caldera	H2A	76.25	$75.00
514		6/16/2015	2118	Eliseo	Aguilar Caldera	H2A	72.99	$75.00
515		6/23/2015	2118	Eliseo	Aguilar Caldera	H2A	69.74	$80.00
516		6/30/2015	2118	Eliseo	Aguilar Caldera	H2A	70.76	$80.00
517		7/7/2015	2118	Eliseo	Aguilar Caldera	H2A	70.26	$80.00
518		7/14/2015	2118	Eliseo	Aguilar Caldera	H2A	71.51	$75.00
519		7/21/2015	2118	Eliseo	Aguilar Caldera	H2A	57.5	$75.00
520		7/28/2015	2118	Eliseo	Aguilar Caldera	H2A	62.99	$75.00
521		8/7/2015	2118	Eliseo	Aguilar Caldera	H2A	58.75	$75.00
522								$840.00
523								
524	43	5/26/2015	2119	Esteban	Mendoza Soto	H2A	27	$75.00
525		6/2/2015	2119	Esteban	Mendoza Soto	H2A	69.5	$75.00
526		6/9/2015	2119	Esteban	Mendoza Soto	H2A	76	$75.00
527		6/16/2015	2119	Esteban	Mendoza Soto	H2A	72.5	$75.00
528		6/23/2015	2119	Esteban	Mendoza Soto	H2A	62.27	$80.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
529		6/30/2015	2119	Esteban	Mendoza Soto	H2A	72.01	$80.00
530		7/7/2015	2119	Esteban	Mendoza Soto	H2A	43.25	$80.00
531		7/14/2015	2119	Esteban	Mendoza Soto	H2A	70.51	$75.00
532		7/21/2015	2119	Esteban	Mendoza Soto	H2A	57.25	$75.00
533		7/28/2015	2119	Esteban	Mendoza Soto	H2A	63.25	$75.00
534		8/7/2015	2119	Esteban	Mendoza Soto	H2A	57.75	$75.00
535								$840.00
536								
537	44	5/26/2015	2120	Gabriel	Lugo Morales	H2A	27	$75.00
538		6/2/2015	2120	Gabriel	Lugo Morales	H2A	69.75	$75.00
539		6/9/2015	2120	Gabriel	Lugo Morales	H2A	76.25	$75.00
540		6/16/2015	2120	Gabriel	Lugo Morales	H2A	65.75	$75.00
541		6/23/2015	2120	Gabriel	Lugo Morales	H2A	62.25	$80.00
542		6/30/2015	2120	Gabriel	Lugo Morales	H2A	71.02	$80.00
543		7/7/2015	2120	Gabriel	Lugo Morales	H2A	77.26	$80.00
544		7/14/2015	2120	Gabriel	Lugo Morales	H2A	71.49	$75.00
545		7/21/2015	2120	Gabriel	Lugo Morales	H2A	57.5	$75.00
546		7/28/2015	2120	Gabriel	Lugo Morales	H2A	63	$75.00
547		8/7/2015	2120	Gabriel	Lugo Morales	H2A	58.77	$75.00
548								$840.00
549								
550	45	5/26/2015	2121	Griseldo	Cervantes Aguilar	H2A	27	$75.00
551		6/2/2015	2121	Griseldo	Cervantes Aguilar	H2A	69.5	$75.00
552		6/9/2015	2121	Griseldo	Cervantes Aguilar	H2A	76	$75.00
553		6/16/2015	2121	Griseldo	Cervantes Aguilar	H2A	74	$75.00
554		6/23/2015	2121	Griseldo	Cervantes Aguilar	H2A	72.01	$80.00
555		6/30/2015	2121	Griseldo	Cervantes Aguilar	H2A	71.99	$80.00
556		7/7/2015	2121	Griseldo	Cervantes Aguilar	H2A	75.75	$80.00
557		7/14/2015	2121	Griseldo	Cervantes Aguilar	H2A	70.75	$75.00
558		7/21/2015	2121	Griseldo	Cervantes Aguilar	H2A	57.5	$75.00
559		7/28/2015	2121	Griseldo	Cervantes Aguilar	H2A	63.25	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
560		8/7/2015	2121	Griseldo	Cervantes Aguilar	H2A	57.75	$75.00
561								$840.00
562								
563	46	5/26/2015	2122	Honorato	Galindo Cervantes	H2A	27	$75.00
564		6/2/2015	2122	Honorato	Galindo Cervantes	H2A	69	$75.00
565		6/9/2015	2122	Honorato	Galindo Cervantes	H2A	73.75	$75.00
566		6/16/2015	2122	Honorato	Galindo Cervantes	H2A	74	$75.00
567		6/23/2015	2122	Honorato	Galindo Cervantes	H2A	72.26	$80.00
568		6/30/2015	2122	Honorato	Galindo Cervantes	H2A	70.75	$80.00
569		7/7/2015	2122	Honorato	Galindo Cervantes	H2A	76.5	$80.00
570		7/14/2015	2122	Honorato	Galindo Cervantes	H2A	72.48	$75.00
571		7/21/2015	2122	Honorato	Galindo Cervantes	H2A	57.49	$75.00
572		7/28/2015	2122	Honorato	Galindo Cervantes	H2A	62.99	$75.00
573		8/7/2015	2122	Honorato	Galindo Cervantes	H2A	58.78	$75.00
574								$840.00
575								
576	47	5/26/2015	2123	Irineo	Aguilar Marques	H2A	27	$75.00
577		6/2/2015	2123	Irineo	Aguilar Marques	H2A	69.75	$75.00
578		6/9/2015	2123	Irineo	Aguilar Marques	H2A	76	$75.00
579		6/16/2015	2123	Irineo	Aguilar Marques	H2A	74.01	$75.00
580		6/23/2015	2123	Irineo	Aguilar Marques	H2A	72.01	$80.00
581		6/30/2015	2123	Irineo	Aguilar Marques	H2A	71.75	$80.00
582		7/7/2015	2123	Irineo	Aguilar Marques	H2A	75.75	$80.00
583		7/14/2015	2123	Irineo	Aguilar Marques	H2A	70.5	$75.00
584		7/21/2015	2123	Irineo	Aguilar Marques	H2A	57.25	$75.00
585		7/28/2015	2123	Irineo	Aguilar Marques	H2A	63.25	$75.00
586		8/7/2015	2123	Irineo	Aguilar Marques	H2A	57.75	$75.00
587								$840.00
588								
589	48	5/26/2015	2124	J Santos	Soto Gurrola	H2A	27	$75.00
590		6/2/2015	2124	J Santos	Soto Gurrola	H2A	69.75	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
591		6/9/2015	2124	J Santos	Soto Gurrola	H2A	41.97	$75.00
592		6/16/2015	2124	J Santos	Soto Gurrola	H2A	73.75	$75.00
593		6/23/2015	2124	J Santos	Soto Gurrola	H2A	69.01	$80.00
594		6/30/2015	2124	J Santos	Soto Gurrola	H2A	71	$80.00
595		7/7/2015	2124	J Santos	Soto Gurrola	H2A	68.5	$80.00
596		7/14/2015	2124	J Santos	Soto Gurrola	H2A	71.49	$75.00
597		7/21/2015	2124	J Santos	Soto Gurrola	H2A	57.5	$75.00
598		7/28/2015	2124	J Santos	Soto Gurrola	H2A	62.76	$75.00
599		8/7/2015	2124	J Santos	Soto Gurrola	H2A	58.78	$75.00
600								$840.00
601								
602	49	5/26/2015	2125	Juan E	Galindo Cervantes	H2A	27	$75.00
603		6/2/2015	2125	Juan E	Galindo Cervantes	H2A	69.75	$75.00
604		6/9/2015	2125	Juan E	Galindo Cervantes	H2A	76	$75.00
605		6/16/2015	2125	Juan E	Galindo Cervantes	H2A	63.25	$75.00
606		6/23/2015	2125	Juan E	Galindo Cervantes	H2A	62.25	$80.00
607		6/30/2015	2125	Juan E	Galindo Cervantes	H2A	64.75	$80.00
608		7/7/2015	2125	Juan E	Galindo Cervantes	H2A	68.98	$80.00
609		7/14/2015	2125	Juan E	Galindo Cervantes	H2A	59.76	$75.00
610		7/21/2015	2125	Juan E	Galindo Cervantes	H2A	24.75	$75.00
611		7/28/2015	2125	Juan E	Galindo Cervantes	H2A	63.25	$75.00
612		8/7/2015	2125	Juan E	Galindo Cervantes	H2A	54.25	$75.00
613								$840.00
614								
615	50	5/26/2015	2126	Juan M	Cumplido Aguilar	H2A	27	$75.00
616		6/2/2015	2126	Juan M	Cumplido Aguilar	H2A	69.5	$75.00
617		6/9/2015	2126	Juan M	Cumplido Aguilar	H2A	76	$75.00
618		6/16/2015	2126	Juan M	Cumplido Aguilar	H2A	65.75	$75.00
619		6/23/2015	2126	Juan M	Cumplido Aguilar	H2A	62.25	$80.00
620		6/30/2015	2126	Juan M	Cumplido Aguilar	H2A	63.77	$80.00
621		7/7/2015	2126	Juan M	Cumplido Aguilar	H2A	54.5	$80.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
622		7/14/2015	2126	Juan M	Cumplido Aguilar	H2A	65.51	$75.00
623		7/21/2015	2126	Juan M	Cumplido Aguilar	H2A	57.49	$75.00
624		7/28/2015	2126	Juan M	Cumplido Aguilar	H2A	63.24	$75.00
625		8/7/2015	2126	Juan M	Cumplido Aguilar	H2A	58.77	$75.00
626								$840.00
627								
628	51	5/26/2015	2127	Manuel	Martinez Cervantes	H2A	27	$75.00
629		6/2/2015	2127	Manuel	Martinez Cervantes	H2A	69.75	$75.00
630		6/9/2015	2127	Manuel	Martinez Cervantes	H2A	76.5	$75.00
631		6/16/2015	2127	Manuel	Martinez Cervantes	H2A	73.74	$75.00
632		6/23/2015	2127	Manuel	Martinez Cervantes	H2A	62.27	$80.00
633		6/30/2015	2127	Manuel	Martinez Cervantes	H2A	71.99	$80.00
634		7/7/2015	2127	Manuel	Martinez Cervantes	H2A	73.5	$80.00
635		7/14/2015	2127	Manuel	Martinez Cervantes	H2A	70.5	$75.00
636		7/21/2015	2127	Manuel	Martinez Cervantes	H2A	57.25	$75.00
637		7/28/2015	2127	Manuel	Martinez Cervantes	H2A	63.25	$75.00
638		8/7/2015	2127	Manuel	Martinez Cervantes	H2A	57.75	$75.00
639								$840.00
640								
641	52	5/26/2015	2128	Norberto	Garcia Cervantes	H2A	27	$75.00
642		6/2/2015	2128	Norberto	Garcia Cervantes	H2A	61.25	$75.00
643		6/9/2015	2128	Norberto	Garcia Cervantes	H2A	70.5	$75.00
644		6/16/2015	2128	Norberto	Garcia Cervantes	H2A	74	$75.00
645		6/23/2015	2128	Norberto	Garcia Cervantes	H2A	69.74	$80.00
646		6/30/2015	2128	Norberto	Garcia Cervantes	H2A	70.99	$80.00
647		7/7/2015	2128	Norberto	Garcia Cervantes	H2A	72.26	$80.00
648		7/14/2015	2128	Norberto	Garcia Cervantes	H2A	66.99	$75.00
649		7/21/2015	2128	Norberto	Garcia Cervantes	H2A	57.49	$75.00
650		7/28/2015	2128	Norberto	Garcia Cervantes	H2A	63.01	$75.00
651		8/7/2015	2128	Norberto	Garcia Cervantes	H2A	58.78	$75.00
652								$840.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
653								
654	53	5/26/2015	2129	Oscar J	Blanco Aguilar	H2A	27	$75.00
655		6/2/2015	2129	Oscar J	Blanco Aguilar	H2A	69.75	$75.00
656		6/9/2015	2129	Oscar J	Blanco Aguilar	H2A	76.5	$75.00
657		6/16/2015	2129	Oscar J	Blanco Aguilar	H2A	70.75	$75.00
658		6/23/2015	2129	Oscar J	Blanco Aguilar	H2A	72.99	$80.00
659		6/30/2015	2129	Oscar J	Blanco Aguilar	H2A	70.75	$80.00
660		7/7/2015	2129	Oscar J	Blanco Aguilar	H2A	76.51	$80.00
661		7/14/2015	2129	Oscar J	Blanco Aguilar	H2A	71.52	$75.00
662		7/21/2015	2129	Oscar J	Blanco Aguilar	H2A	57.49	$75.00
663		7/28/2015	2129	Oscar J	Blanco Aguilar	H2A	62.99	$75.00
664		8/7/2015	2129	Oscar J	Blanco Aguilar	H2A	58.78	$75.00
665								$840.00
666								
667	54	5/26/2015	2130	Rafael	Cervantes Cumplido	H2A	27	$75.00
668		6/2/2015	2130	Rafael	Cervantes Cumplido	H2A	69.75	$75.00
669		6/9/2015	2130	Rafael	Cervantes Cumplido	H2A	76.25	$75.00
670		6/16/2015	2130	Rafael	Cervantes Cumplido	H2A	72.25	$75.00
671		6/23/2015	2130	Rafael	Cervantes Cumplido	H2A	62.26	$80.00
672		6/30/2015	2130	Rafael	Cervantes Cumplido	H2A	71.74	$80.00
673		7/7/2015	2130	Rafael	Cervantes Cumplido	H2A	65.24	$80.00
674		7/14/2015	2130	Rafael	Cervantes Cumplido	H2A	53.76	$75.00
675		7/21/2015	2130	Rafael	Cervantes Cumplido	H2A	57.25	$75.00
676		7/28/2015	2130	Rafael	Cervantes Cumplido	H2A	63.25	$75.00
677		8/7/2015	2130	Rafael	Cervantes Cumplido	H2A	57.75	$75.00
678								$840.00
679								
680	55	5/26/2015	2131	Rogelio	De La Cruz Morales	H2A	27	$75.00
681		6/2/2015	2131	Rogelio	De La Cruz Morales	H2A	69.5	$75.00
682		6/9/2015	2131	Rogelio	De La Cruz Morales	H2A	76.25	$75.00
683		6/16/2015	2131	Rogelio	De La Cruz Morales	H2A	65.5	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
684		6/23/2015	2131	Rogelio	De La Cruz Morales	H2A	69.75	$80.00
685		6/30/2015	2131	Rogelio	De La Cruz Morales	H2A	71.01	$80.00
686		7/7/2015	2131	Rogelio	De La Cruz Morales	H2A	54.51	$80.00
687		7/14/2015	2131	Rogelio	De La Cruz Morales	H2A	71.49	$75.00
688		7/21/2015	2131	Rogelio	De La Cruz Morales	H2A	56.49	$75.00
689		7/28/2015	2131	Rogelio	De La Cruz Morales	H2A	63	$75.00
690		8/7/2015	2131	Rogelio	De La Cruz Morales	H2A	58.78	$75.00
691								$840.00
692								
693	56	5/26/2015	2132	Trinidad	Aguilar Soto	H2A	27	$75.00
694		6/2/2015	2132	Trinidad	Aguilar Soto	H2A	69.75	$75.00
695		6/9/2015	2132	Trinidad	Aguilar Soto	H2A	76.25	$75.00
696		6/16/2015	2132	Trinidad	Aguilar Soto	H2A	57	$75.00
697		6/23/2015	2132	Trinidad	Aguilar Soto	H2A	72.99	$80.00
698		6/30/2015	2132	Trinidad	Aguilar Soto	H2A	70.75	$80.00
699		7/7/2015	2132	Trinidad	Aguilar Soto	H2A	73.01	$80.00
700		7/14/2015	2132	Trinidad	Aguilar Soto	H2A	71.98	$75.00
701		7/21/2015	2132	Trinidad	Aguilar Soto	H2A	56.49	$75.00
702		7/28/2015	2132	Trinidad	Aguilar Soto	H2A	62.74	$75.00
703		8/7/2015	2132	Trinidad	Aguilar Soto	H2A	58.78	$75.00
704								$840.00
705								
706	57	6/9/2015	2140	Pedro	Chargoy Escudero	H2A	32	$75.00
707		6/16/2015	2140	Pedro	Chargoy Escudero	H2A	74	$75.00
708		6/23/2015	2140	Pedro	Chargoy Escudero	H2A	71.48	$80.00
709		6/30/2015	2140	Pedro	Chargoy Escudero	H2A	71.75	$80.00
710		7/7/2015	2140	Pedro	Chargoy Escudero	H2A	74.75	$80.00
711		7/14/2015	2140	Pedro	Chargoy Escudero	H2A	70.5	$75.00
712		7/21/2015	2140	Pedro	Chargoy Escudero	H2A	57.75	$75.00
713		7/28/2015	2140	Pedro	Chargoy Escudero	H2A	63.25	$75.00
714		8/7/2015	2140	Pedro	Chargoy Escudero	H2A	59.5	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
715								$690.00
716								
717	58	6/9/2015	2141	Alvaro	Vargas Venegas	H2A	32.75	$75.00
718		6/16/2015	2141	Alvaro	Vargas Venegas	H2A	63.25	$75.00
719		6/23/2015	2141	Alvaro	Vargas Venegas	H2A	80.23	$80.00
720		6/30/2015	2141	Alvaro	Vargas Venegas	H2A	71.75	$80.00
721		7/7/2015	2141	Alvaro	Vargas Venegas	H2A	74.74	$80.00
722		7/14/2015	2141	Alvaro	Vargas Venegas	H2A	70.5	$75.00
723		7/21/2015	2141	Alvaro	Vargas Venegas	H2A	57.5	$75.00
724		7/28/2015	2141	Alvaro	Vargas Venegas	H2A	63.25	$75.00
725		8/7/2015	2141	Alvaro	Vargas Venegas	H2A	59.5	$75.00
726								$690.00
727								
728	59	6/9/2015	2142	Armando	Tapia Barbosa	H2A	11	$75.00
729		6/16/2015	2142	Armando	Tapia Barbosa	H2A	95.24	$75.00
730		6/23/2015	2142	Armando	Tapia Barbosa	H2A	72.74	$80.00
731		6/30/2015	2142	Armando	Tapia Barbosa	H2A	72	$80.00
732		7/7/2015	2142	Armando	Tapia Barbosa	H2A	75.75	$80.00
733		7/14/2015	2142	Armando	Tapia Barbosa	H2A	70.5	$75.00
734		7/21/2015	2142	Armando	Tapia Barbosa	H2A	57.25	$75.00
735		7/28/2015	2142	Armando	Tapia Barbosa	H2A	63.25	$75.00
736		8/7/2015	2142	Armando	Tapia Barbosa	H2A	57.75	$75.00
737								$690.00
738								
739	60	6/9/2015	2143	Alejandro	Romero Arrendondo	H2A	32.75	$75.00
740		6/16/2015	2143	Alejandro	Romero Arrendondo	H2A	52.51	$75.00
741		6/23/2015	2143	Alejandro	Romero Arrendondo	H2A	82.24	$80.00
742		6/30/2015	2143	Alejandro	Romero Arrendondo	H2A	71.75	$80.00
743		7/7/2015	2143	Alejandro	Romero Arrendondo	H2A	70.49	$80.00
744		7/14/2015	2143	Alejandro	Romero Arrendondo	H2A	70.26	$75.00
745		7/21/2015	2143	Alejandro	Romero Arrendondo	H2A	57.25	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
746		7/28/2015	2143	Alejandro	Romero Arrendondo	H2A	63.25	$75.00
747		8/7/2015	2143	Alejandro	Romero Arrendondo	H2A	59.24	$75.00
748								$690.00
749								
750	61	6/9/2015	2144	Jose L	Silva Lopez	H2A	8.75	$75.00
751		6/16/2015	2144	Jose L	Silva Lopez	H2A	52.5	$75.00
752		6/23/2015	2144	Jose L	Silva Lopez	H2A	82.23	$80.00
753		6/30/2015	2144	Jose L	Silva Lopez	H2A	71.75	$80.00
754		7/7/2015	2144	Jose L	Silva Lopez	H2A	74.75	$80.00
755		7/14/2015	2144	Jose L	Silva Lopez	H2A	70.5	$75.00
756		7/21/2015	2144	Jose L	Silva Lopez	H2A	57.5	$75.00
757		7/28/2015	2144	Jose L	Silva Lopez	H2A	63.25	$75.00
758		8/7/2015	2144	Jose L	Silva Lopez	H2A	59.5	$75.00
759								$690.00
760								
761	62	6/9/2015	2146	Gustavo	Cuellar Romero	H2A	32.75	$75.00
762		6/16/2015	2146	Gustavo	Cuellar Romero	H2A	52.51	$75.00
763		6/23/2015	2146	Gustavo	Cuellar Romero	H2A	82.24	$80.00
764		6/30/2015	2146	Gustavo	Cuellar Romero	H2A	71	$80.00
765		7/7/2015	2146	Gustavo	Cuellar Romero	H2A	64.51	$0.00
766		7/14/2015	2146	Gustavo	Cuellar Romero	H2A	70.51	$0.00
767		7/21/2015	2146	Gustavo	Cuellar Romero	H2A	57.75	$0.00
768		7/28/2015	2146	Gustavo	Cuellar Romero	H2A	63.25	$0.00
769		8/7/2015	2146	Gustavo	Cuellar Romero	H2A	59.5	$0.00
770								$310.00
771								
772	63	6/30/2015	2147	Oscar R	Franco Varga	H2A	10.75	$80.00
773								$80.00
774								
775	64	6/9/2015	2148	Jorge L	Garcia Raya	H2A	32.75	$75.00
776		6/16/2015	2148	Jorge L	Garcia Raya	H2A	49	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
777		6/23/2015	2148	Jorge L	Garcia Raya	H2A	71.49	$80.00
778								$230.00
779								
780	65	6/9/2015	2149	Martin	Hurtado Olvera	H2A	32	$75.00
781		6/16/2015	2149	Martin	Hurtado Olvera	H2A	67.76	$75.00
782		6/23/2015	2149	Martin	Hurtado Olvera	H2A	72.74	$80.00
783		6/30/2015	2149	Martin	Hurtado Olvera	H2A	70.76	$80.00
784		7/7/2015	2149	Martin	Hurtado Olvera	H2A	77.26	$80.00
785		7/14/2015	2149	Martin	Hurtado Olvera	H2A	71.49	$75.00
786		7/21/2015	2149	Martin	Hurtado Olvera	H2A	57.5	$75.00
787		7/28/2015	2149	Martin	Hurtado Olvera	H2A	62.99	$75.00
788		8/7/2015	2149	Martin	Hurtado Olvera	H2A	58.75	$75.00
789								$690.00
790								
791	66	6/9/2015	2150	Manuel	Garcia Delgado	H2A	32.75	$75.00
792								$75.00
793								
794	67	6/9/2015	2152	Luis A	Hernandez Zavala	H2A	32	$75.00
795		6/16/2015	2152	Luis A	Hernandez Zavala	H2A	74.25	$75.00
796		6/23/2015	2152	Luis A	Hernandez Zavala	H2A	71.49	$80.00
797		6/30/2015	2152	Luis A	Hernandez Zavala	H2A	71.75	$80.00
798		7/7/2015	2152	Luis A	Hernandez Zavala	H2A	74.75	$80.00
799		7/14/2015	2152	Luis A	Hernandez Zavala	H2A	70.25	$75.00
800		7/21/2015	2152	Luis A	Hernandez Zavala	H2A	57.5	$75.00
801		7/28/2015	2152	Luis A	Hernandez Zavala	H2A	63.25	$75.00
802		8/7/2015	2152	Luis A	Hernandez Zavala	H2A	59.5	$75.00
803								$690.00
804								
805	68	6/9/2015	2153	Luis A	Luna Gonzalez	H2A	32.75	$75.00
806		6/16/2015	2153	Luis A	Luna Gonzalez	H2A	46.5	$75.00
807		6/23/2015	2153	Luis A	Luna Gonzalez	H2A	84.99	$80.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
808		6/30/2015	2153	Luis A	Luna Gonzalez	H2A	71	$80.00
809		7/7/2015	2153	Luis A	Luna Gonzalez	H2A	29.25	$80.00
810		7/14/2015	2153	Luis A	Luna Gonzalez	H2A	71.5	$75.00
811		7/21/2015	2153	Luis A	Luna Gonzalez	H2A	57.5	$75.00
812		7/28/2015	2153	Luis A	Luna Gonzalez	H2A	63	$75.00
813		8/7/2015	2153	Luis A	Luna Gonzalez	H2A	58.78	$75.00
814								$690.00
815								
816	69	6/9/2015	2154	Adan	Godinez Barcenas	H2A	32.75	$75.00
817		6/16/2015	2154	Adan	Godinez Barcenas	H2A	61	$75.00
818		6/23/2015	2154	Adan	Godinez Barcenas	H2A	82.24	$80.00
819		6/30/2015	2154	Adan	Godinez Barcenas	H2A	71.75	$80.00
820		7/7/2015	2154	Adan	Godinez Barcenas	H2A	74.74	$80.00
821		7/14/2015	2154	Adan	Godinez Barcenas	H2A	67	$75.00
822		7/21/2015	2154	Adan	Godinez Barcenas	H2A	57.75	$75.00
823		7/28/2015	2154	Adan	Godinez Barcenas	H2A	63.25	$75.00
824		8/7/2015	2154	Adan	Godinez Barcenas	H2A	59.25	$75.00
825								$690.00
826								
827	70	6/9/2015	2155	Nicolas	Arroyo Alonso	H2A	32	$75.00
828		6/16/2015	2155	Nicolas	Arroyo Alonso	H2A	74.25	$75.00
829		6/23/2015	2155	Nicolas	Arroyo Alonso	H2A	71.48	$80.00
830		6/30/2015	2155	Nicolas	Arroyo Alonso	H2A	71.75	$80.00
831		7/7/2015	2155	Nicolas	Arroyo Alonso	H2A	74.73	$80.00
832		7/14/2015	2155	Nicolas	Arroyo Alonso	H2A	70.5	$75.00
833		7/21/2015	2155	Nicolas	Arroyo Alonso	H2A	57.75	$75.00
834		7/28/2015	2155	Nicolas	Arroyo Alonso	H2A	63.25	$75.00
835		8/7/2015	2155	Nicolas	Arroyo Alonso	H2A	59.25	$75.00
836								$690.00
837								
838	71	6/9/2015	2156	Jose M	Jacobo Ramirez	H2A	32	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
839		6/16/2015	2156	Jose M	Jacobo Ramirez	H2A	63.26	$75.00
840		6/23/2015	2156	Jose M	Jacobo Ramirez	H2A	71.49	$80.00
841		6/30/2015	2156	Jose M	Jacobo Ramirez	H2A	71.75	$80.00
842		7/7/2015	2156	Jose M	Jacobo Ramirez	H2A	75.75	$80.00
843		7/14/2015	2156	Jose M	Jacobo Ramirez	H2A	70.25	$75.00
844		7/21/2015	2156	Jose M	Jacobo Ramirez	H2A	57.25	$75.00
845		7/28/2015	2156	Jose M	Jacobo Ramirez	H2A	63	$75.00
846		8/7/2015	2156	Jose M	Jacobo Ramirez	H2A	57.75	$75.00
847								$690.00
848								
849	72	6/9/2015	2157	Erick G	Garcia Cardos	H2A	32	$75.00
850		6/16/2015	2157	Erick G	Garcia Cardos	H2A	74.25	$75.00
851		6/23/2015	2157	Erick G	Garcia Cardos	H2A	71.5	$80.00
852		6/30/2015	2157	Erick G	Garcia Cardos	H2A	71.75	$80.00
853		7/7/2015	2157	Erick G	Garcia Cardos	H2A	75.24	$80.00
854		7/14/2015	2157	Erick G	Garcia Cardos	H2A	70.24	$75.00
855		7/21/2015	2157	Erick G	Garcia Cardos	H2A	57.75	$75.00
856		7/28/2015	2157	Erick G	Garcia Cardos	H2A	63	$75.00
857		8/7/2015	2157	Erick G	Garcia Cardos	H2A	59.5	$75.00
858								$690.00
859								
860	73	6/9/2015	2159	Juan	Ramirez Chavez	H2A	32	$75.00
861		6/16/2015	2159	Juan	Ramirez Chavez	H2A	74.24	$75.00
862		6/23/2015	2159	Juan	Ramirez Chavez	H2A	71.49	$80.00
863		6/30/2015	2159	Juan	Ramirez Chavez	H2A	71.5	$80.00
864		7/7/2015	2159	Juan	Ramirez Chavez	H2A	75.25	$80.00
865		7/14/2015	2159	Juan	Ramirez Chavez	H2A	70.25	$75.00
866		7/21/2015	2159	Juan	Ramirez Chavez	H2A	57.25	$75.00
867		7/28/2015	2159	Juan	Ramirez Chavez	H2A	63	$75.00
868		8/7/2015	2159	Juan	Ramirez Chavez	H2A	59	$75.00
869								$690.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
870								
871	74	6/9/2015	2160	Miguel A	Elizondo Soto	H2A	32.75	$75.00
872		6/16/2015	2160	Miguel A	Elizondo Soto	H2A	51.51	$75.00
873		6/23/2015	2160	Miguel A	Elizondo Soto	H2A	82.23	$80.00
874		6/30/2015	2160	Miguel A	Elizondo Soto	H2A	10.75	$80.00
875		7/7/2015	2160	Miguel A	Elizondo Soto	H2A	43	$80.00
876		7/14/2015	2160	Miguel A	Elizondo Soto	H2A	70.51	$75.00
877		7/21/2015	2160	Miguel A	Elizondo Soto	H2A	57.75	$75.00
878		7/28/2015	2160	Miguel A	Elizondo Soto	H2A	63.25	$75.00
879		8/7/2015	2160	Miguel A	Elizondo Soto	H2A	59.25	$75.00
880								$690.00
881								
882	75	6/9/2015	2161	Pedro	Zavala Almanza	H2A	32.75	$75.00
883		6/16/2015	2161	Pedro	Zavala Almanza	H2A	61.74	$75.00
884		6/23/2015	2161	Pedro	Zavala Almanza	H2A	82	$80.00
885		6/30/2015	2161	Pedro	Zavala Almanza	H2A	71.74	$80.00
886		7/7/2015	2161	Pedro	Zavala Almanza	H2A	75.25	$0.00
887		7/14/2015	2161	Pedro	Zavala Almanza	H2A	70.5	$0.00
888		7/21/2015	2161	Pedro	Zavala Almanza	H2A	57.25	$0.00
889		7/28/2015	2161	Pedro	Zavala Almanza	H2A	63	$0.00
890		8/7/2015	2161	Pedro	Zavala Almanza	H2A	59.5	$0.00
891								$310.00
892								
893	76	6/9/2015	2162	Nocolas	Vallejo Rojas	H2A	32	$75.00
894		6/23/2015	2162	Nocolas	Vallejo Rojas	H2A	68.47	$80.00
895								$155.00
896								
897	77	6/9/2015	2164	Rodrigo	Raya Tapia	H2A	32.75	$75.00
898		6/16/2015	2164	Rodrigo	Raya Tapia	H2A	63.5	$75.00
899		6/23/2015	2164	Rodrigo	Raya Tapia	H2A	82.25	$80.00
900		6/30/2015	2164	Rodrigo	Raya Tapia	H2A	41.25	$80.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
901		7/7/2015	2164	Rodrigo	Raya Tapia	H2A	10.5	$0.00
902		7/14/2015	2164	Rodrigo	Raya Tapia	H2A	67	$0.00
903		7/21/2015	2164	Rodrigo	Raya Tapia	H2A	57	$0.00
904		7/28/2015	2164	Rodrigo	Raya Tapia	H2A	63.25	$0.00
905		8/7/2015	2164	Rodrigo	Raya Tapia	H2A	57.75	$0.00
906								$310.00
907								
908	78	6/9/2015	2165	Vicente	Lara Amador	H2A	27.5	$75.00
909		6/16/2015	2165	Vicente	Lara Amador	H2A	63.25	$75.00
910		6/23/2015	2165	Vicente	Lara Amador	H2A	72.49	$80.00
911		6/30/2015	2165	Vicente	Lara Amador	H2A	72.52	$80.00
912		7/7/2015	2165	Vicente	Lara Amador	H2A	74.75	$80.00
913		7/14/2015	2165	Vicente	Lara Amador	H2A	70.75	$75.00
914		7/21/2015	2165	Vicente	Lara Amador	H2A	54.04	$75.00
915		7/28/2015	2165	Vicente	Lara Amador	H2A	66.75	$75.00
916		8/4/2015	2165	Vicente	Lara Amador	H2A	67.25	$75.00
917		8/11/2015	2165	Vicente	Lara Amador	H2A	70.03	$75.00
918		8/18/2015	2165	Vicente	Lara Amador	H2A	64.27	$75.00
919		8/25/2015	2165	Vicente	Lara Amador	H2A	65.5	$75.00
920		9/1/2015	2165	Vicente	Lara Amador	H2A	70	$75.00
921		9/8/2015	2165	Vicente	Lara Amador	H2A	72.5	$75.00
922		9/15/2015	2165	Vicente	Lara Amador	H2A	61.25	$75.00
923		9/22/2015	2165	Vicente	Lara Amador	H2A	58	$75.00
924		9/29/2015	2165	Vicente	Lara Amador	H2A	46.5	$75.00
925								$1,290.00
926								
927	79	6/9/2015	2166	Omar	Garcia Ramirez	H2A	32	$75.00
928		6/16/2015	2166	Omar	Garcia Ramirez	H2A	72.99	$75.00
929		6/23/2015	2166	Omar	Garcia Ramirez	H2A	71.48	$80.00
930		6/30/2015	2166	Omar	Garcia Ramirez	H2A	71.75	$80.00
931		7/7/2015	2166	Omar	Garcia Ramirez	H2A	74.75	$80.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
932		7/14/2015	2166	Omar	Garcia Ramirez	H2A	70.26	$75.00
933		7/21/2015	2166	Omar	Garcia Ramirez	H2A	57.25	$75.00
934		7/28/2015	2166	Omar	Garcia Ramirez	H2A	63	$75.00
935		8/7/2015	2166	Omar	Garcia Ramirez	H2A	57.75	$75.00
936								$690.00
937								
938	80	6/9/2015	2167	Dario	Morales Acosta	H2A	32	$75.00
939		6/16/2015	2167	Dario	Morales Acosta	H2A	69.75	$75.00
940		7/14/2015	2167	Dario	Morales Acosta	H2A	71.5	$75.00
941		7/21/2015	2167	Dario	Morales Acosta	H2A	57.49	$75.00
942		7/28/2015	2167	Dario	Morales Acosta	H2A	62.99	$75.00
943		8/7/2015	2167	Dario	Morales Acosta	H2A	58.5	$75.00
944								$450.00
945								
946	81	6/9/2015	2168	Armando	Guillen Segovia	H2A	32.75	$0.00
947		6/16/2015	2168	Armando	Guillen Segovia	H2A	64	$0.00
948		6/23/2015	2168	Armando	Guillen Segovia	H2A	84.24	$0.00
949		6/30/2015	2168	Armando	Guillen Segovia	H2A	73.03	$0.00
950		7/7/2015	2168	Armando	Guillen Segovia	H2A	77.99	$0.00
951		7/14/2015	2168	Armando	Guillen Segovia	H2A	75.01	$0.00
952		7/21/2015	2168	Armando	Guillen Segovia	H2A	59.75	$0.00
953		7/28/2015	2168	Armando	Guillen Segovia	H2A	67.25	$0.00
954		8/4/2015	2168	Armando	Guillen Segovia	H2A	59.5	$0.00
955		8/11/2015	2168	Armando	Guillen Segovia	H2A	64.5	$0.00
956		8/18/2015	2168	Armando	Guillen Segovia	H2A	67.25	$0.00
957		8/25/2015	2168	Armando	Guillen Segovia	H2A	68.98	$0.00
958		9/1/2015	2168	Armando	Guillen Segovia	H2A	73.5	$0.00
959		9/8/2015	2168	Armando	Guillen Segovia	H2A	75.5	$0.00
960		9/15/2015	2168	Armando	Guillen Segovia	H2A	62.5	$0.00
961		9/22/2015	2168	Armando	Guillen Segovia	H2A	58.25	$0.00
962		9/29/2015	2168	Armando	Guillen Segovia	H2A	46.75	$0.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
963								$0.00
964								
965	82	6/9/2015	2169	Jose M	Villasenor Vargas	H2A	30	$75.00
966		6/16/2015	2169	Jose M	Villasenor Vargas	H2A	63.75	$75.00
967		6/23/2015	2169	Jose M	Villasenor Vargas	H2A	83.51	$80.00
968		6/30/2015	2169	Jose M	Villasenor Vargas	H2A	66.26	$80.00
969		7/7/2015	2169	Jose M	Villasenor Vargas	H2A	76.52	$80.00
970		7/14/2015	2169	Jose M	Villasenor Vargas	H2A	42.74	$75.00
971		7/21/2015	2169	Jose M	Villasenor Vargas	H2A	37.25	$75.00
972		7/28/2015	2169	Jose M	Villasenor Vargas	H2A	65.23	$75.00
973		8/4/2015	2169	Jose M	Villasenor Vargas	H2A	59.53	$75.00
974		8/11/2015	2169	Jose M	Villasenor Vargas	H2A	64.25	$75.00
975		8/18/2015	2169	Jose M	Villasenor Vargas	H2A	66.01	$75.00
976		8/25/2015	2169	Jose M	Villasenor Vargas	H2A	67.99	$75.00
977		9/1/2015	2169	Jose M	Villasenor Vargas	H2A	77	$75.00
978		9/8/2015	2169	Jose M	Villasenor Vargas	H2A	74.01	$75.00
979		9/15/2015	2169	Jose M	Villasenor Vargas	H2A	61	$75.00
980		9/22/2015	2169	Jose M	Villasenor Vargas	H2A	57.99	$75.00
981		9/29/2015	2169	Jose M	Villasenor Vargas	H2A	46.5	$75.00
982								$1,290.00
983								
984	83	6/9/2015	2170	Ricardo	Santoyo Castro	H2A	32	$75.00
985		6/16/2015	2170	Ricardo	Santoyo Castro	H2A	72.22	$75.00
986		6/23/2015	2170	Ricardo	Santoyo Castro	H2A	72.73	$80.00
987		6/30/2015	2170	Ricardo	Santoyo Castro	H2A	71	$80.00
988		7/7/2015	2170	Ricardo	Santoyo Castro	H2A	76.76	$80.00
989		7/14/2015	2170	Ricardo	Santoyo Castro	H2A	71.76	$75.00
990		7/21/2015	2170	Ricardo	Santoyo Castro	H2A	57.5	$75.00
991		7/28/2015	2170	Ricardo	Santoyo Castro	H2A	63.01	$75.00
992		8/4/2015	2170	Ricardo	Santoyo Castro	H2A	58.5	$75.00
993		8/11/2015	2170	Ricardo	Santoyo Castro	H2A	66	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
994		8/18/2015	2170	Ricardo	Santoyo Castro	H2A	65.49	$75.00
995		8/25/2015	2170	Ricardo	Santoyo Castro	H2A	66.51	$75.00
996		9/1/2015	2170	Ricardo	Santoyo Castro	H2A	70.25	$75.00
997		9/8/2015	2170	Ricardo	Santoyo Castro	H2A	72.5	$75.00
998		9/15/2015	2170	Ricardo	Santoyo Castro	H2A	61	$75.00
999		9/22/2015	2170	Ricardo	Santoyo Castro	H2A	58	$75.00
1000		9/29/2015	2170	Ricardo	Santoyo Castro	H2A	46.5	$75.00
1001								$1,290.00
1002								
1003	84	6/30/2015	2185	Daniel	Aponte Rodriguez	H2A	31	$80.00
1004		7/7/2015	2185	Daniel	Aponte Rodriguez	H2A	53.74	$80.00
1005								$160.00
1006								
1007	85	6/30/2015	2186	Carlos R	Justiniano Soto	H2A	23	$80.00
1008		7/7/2015	2186	Carlos R	Justiniano Soto	H2A	52.74	$80.00
1009		7/14/2015	2186	Carlos R	Justiniano Soto	H2A	22.74	$75.00
1010		7/21/2015	2186	Carlos R	Justiniano Soto	H2A	30.75	$75.00
1011		7/28/2015	2186	Carlos R	Justiniano Soto	H2A	34.25	$75.00
1012		8/4/2015	2186	Carlos R	Justiniano Soto	H2A	27.53	$75.00
1013								$460.00
1014								
1015	86	6/30/2015	2187	Johnny	Aponte Rodriguez	H2A	39.5	$80.00
1016		7/7/2015	2187	Johnny	Aponte Rodriguez	H2A	43.49	$80.00
1017								$160.00
1018								
1019	87	7/7/2015	2188	Gaspar	Gonzalez Jaimes	H2A	43.51	$80.00
1020		7/14/2015	2188	Gaspar	Gonzalez Jaimes	H2A	71.49	$75.00
1021		7/21/2015	2188	Gaspar	Gonzalez Jaimes	H2A	57.5	$75.00
1022		7/28/2015	2188	Gaspar	Gonzalez Jaimes	H2A	62.99	$75.00
1023		8/4/2015	2188	Gaspar	Gonzalez Jaimes	H2A	58.78	$75.00
1024		8/11/2015	2188	Gaspar	Gonzalez Jaimes	H2A	64.25	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
1025		8/18/2015	2188	Gaspar	Gonzalez Jaimes	H2A	67.25	$75.00
1026		8/25/2015	2188	Gaspar	Gonzalez Jaimes	H2A	67.98	$75.00
1027		9/1/2015	2188	Gaspar	Gonzalez Jaimes	H2A	71.5	$75.00
1028		9/8/2015	2188	Gaspar	Gonzalez Jaimes	H2A	74.01	$75.00
1029		9/15/2015	2188	Gaspar	Gonzalez Jaimes	H2A	61	$75.00
1030		9/22/2015	2188	Gaspar	Gonzalez Jaimes	H2A	57.75	$75.00
1031		9/29/2015	2188	Gaspar	Gonzalez Jaimes	H2A	46.49	$75.00
1032								$980.00
1033								
1034	88	7/7/2015	2189	Juan	Santos Urquiza	H2A	44.25	$80.00
1035		7/14/2015	2189	Juan	Santos Urquiza	H2A	72.01	$75.00
1036		7/21/2015	2189	Juan	Santos Urquiza	H2A	57.5	$75.00
1037		7/28/2015	2189	Juan	Santos Urquiza	H2A	63.25	$75.00
1038		8/4/2015	2189	Juan	Santos Urquiza	H2A	58.53	$75.00
1039		8/11/2015	2189	Juan	Santos Urquiza	H2A	64.5	$75.00
1040		8/18/2015	2189	Juan	Santos Urquiza	H2A	64.27	$75.00
1041		8/25/2015	2189	Juan	Santos Urquiza	H2A	67.99	$75.00
1042		9/1/2015	2189	Juan	Santos Urquiza	H2A	71.75	$75.00
1043		9/8/2015	2189	Juan	Santos Urquiza	H2A	69.51	$75.00
1044		9/15/2015	2189	Juan	Santos Urquiza	H2A	60.75	$75.00
1045		9/22/2015	2189	Juan	Santos Urquiza	H2A	58	$75.00
1046		9/29/2015	2189	Juan	Santos Urquiza	H2A	46.5	$75.00
1047								$980.00
1048								
1049	89	7/21/2015	2209	Rogelio	Santiz Perez	H2A	24.75	$75.00
1050		7/28/2015	2209	Rogelio	Santiz Perez	H2A	63.25	$75.00
1051		8/4/2015	2209	Rogelio	Santiz Perez	H2A	57.75	$75.00
1052		8/11/2015	2209	Rogelio	Santiz Perez	H2A	64.5	$75.00
1053		8/18/2015	2209	Rogelio	Santiz Perez	H2A	64	$75.00
1054		8/25/2015	2209	Rogelio	Santiz Perez	H2A	67.99	$75.00
1055		9/1/2015	2209	Rogelio	Santiz Perez	H2A	71.75	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
1056		9/8/2015	2209	Rogelio	Santiz Perez	H2A	52.25	$75.00
1057		9/15/2015	2209	Rogelio	Santiz Perez	H2A	51	$75.00
1058		9/22/2015	2209	Rogelio	Santiz Perez	H2A	58.02	$75.00
1059		9/29/2015	2209	Rogelio	Santiz Perez	H2A	46.49	$75.00
1060								$825.00
1061								
1062	90	7/21/2015	2210	Jose R	Lopez Mendez	H2A	24.75	$75.00
1063		7/28/2015	2210	Jose R	Lopez Mendez	H2A	63.25	$75.00
1064		8/4/2015	2210	Jose R	Lopez Mendez	H2A	57.75	$75.00
1065		8/11/2015	2210	Jose R	Lopez Mendez	H2A	64.5	$75.00
1066		8/18/2015	2210	Jose R	Lopez Mendez	H2A	64.74	$75.00
1067		8/25/2015	2210	Jose R	Lopez Mendez	H2A	67.99	$75.00
1068		9/1/2015	2210	Jose R	Lopez Mendez	H2A	71.75	$75.00
1069		9/8/2015	2210	Jose R	Lopez Mendez	H2A	73.99	$75.00
1070		9/15/2015	2210	Jose R	Lopez Mendez	H2A	51	$75.00
1071								$675.00
1072								
1073	91	7/21/2015	2211	Herlindo	Hernandez Perez	H2A	24.75	$75.00
1074		7/28/2015	2211	Herlindo	Hernandez Perez	H2A	63.25	$75.00
1075		8/4/2015	2211	Herlindo	Hernandez Perez	H2A	57.75	$75.00
1076		8/11/2015	2211	Herlindo	Hernandez Perez	H2A	64.5	$75.00
1077		8/18/2015	2211	Herlindo	Hernandez Perez	H2A	64.49	$75.00
1078		8/25/2015	2211	Herlindo	Hernandez Perez	H2A	68	$75.00
1079		9/1/2015	2211	Herlindo	Hernandez Perez	H2A	71.75	$75.00
1080		9/8/2015	2211	Herlindo	Hernandez Perez	H2A	74	$75.00
1081		9/15/2015	2211	Herlindo	Hernandez Perez	H2A	51	$75.00
1082								$675.00
1083								
1084	92	7/21/2015	2212	Gilberto	Flores Montero	H2A	24.75	$75.00
1085		7/28/2015	2212	Gilberto	Flores Montero	H2A	63.25	$75.00
1086		8/4/2015	2212	Gilberto	Flores Montero	H2A	57.75	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
1087		8/11/2015	2212	Gilberto	Flores Montero	H2A	64.51	$75.00
1088		8/18/2015	2212	Gilberto	Flores Montero	H2A	64.5	$75.00
1089		8/25/2015	2212	Gilberto	Flores Montero	H2A	67.98	$75.00
1090		9/1/2015	2212	Gilberto	Flores Montero	H2A	72.26	$75.00
1091		9/8/2015	2212	Gilberto	Flores Montero	H2A	74	$75.00
1092		9/15/2015	2212	Gilberto	Flores Montero	H2A	60.5	$75.00
1093		9/22/2015	2212	Gilberto	Flores Montero	H2A	57.5	$75.00
1094		9/29/2015	2212	Gilberto	Flores Montero	H2A	46.75	$75.00
1095								$825.00
1096								
1097	93	7/21/2015	2213	Francisco	Santis Morales	H2A	24.75	$75.00
1098		7/28/2015	2213	Francisco	Santis Morales	H2A	63.25	$75.00
1099		8/4/2015	2213	Francisco	Santis Morales	H2A	57.75	$75.00
1100		8/11/2015	2213	Francisco	Santis Morales	H2A	64.5	$75.00
1101		8/18/2015	2213	Francisco	Santis Morales	H2A	64.49	$75.00
1102		8/25/2015	2213	Francisco	Santis Morales	H2A	68	$75.00
1103		9/1/2015	2213	Francisco	Santis Morales	H2A	72	$75.00
1104		9/8/2015	2213	Francisco	Santis Morales	H2A	73.99	$75.00
1105		9/15/2015	2213	Francisco	Santis Morales	H2A	61.25	$75.00
1106		9/22/2015	2213	Francisco	Santis Morales	H2A	58	$75.00
1107		9/29/2015	2213	Francisco	Santis Morales	H2A	46.5	$75.00
1108								$825.00
1109								
1110	94	7/21/2015	2214	Fernando	Gomez Lopez	H2A	24.75	$75.00
1111		7/28/2015	2214	Fernando	Gomez Lopez	H2A	63.25	$75.00
1112		8/4/2015	2214	Fernando	Gomez Lopez	H2A	57.75	$75.00
1113		8/11/2015	2214	Fernando	Gomez Lopez	H2A	64.5	$75.00
1114		8/18/2015	2214	Fernando	Gomez Lopez	H2A	64.49	$75.00
1115		8/25/2015	2214	Fernando	Gomez Lopez	H2A	68.01	$75.00
1116		9/1/2015	2214	Fernando	Gomez Lopez	H2A	71.75	$75.00
1117		9/8/2015	2214	Fernando	Gomez Lopez	H2A	73.99	$75.00

Back Wage Computations for Improper Meal Charges - H-2A Workers

	A	B	C	D	E	F	G	H
1		Week Ending	Employee #	First	Last	H2A/Dom.	Hours Worked	Amount of Meal Charges / Back Wages Due
1118		9/15/2015	2214	Fernando	Gomez Lopez	H2A	60.75	$75.00
1119		9/22/2015	2214	Fernando	Gomez Lopez	H2A	57.75	$75.00
1120		9/29/2015	2214	Fernando	Gomez Lopez	H2A	46.5	$75.00
1121								$825.00
1122								
1123	95	7/21/2015	2215	Domingo	Lopez Lopez	H2A	24.75	$75.00
1124		7/28/2015	2215	Domingo	Lopez Lopez	H2A	63.25	$75.00
1125		8/4/2015	2215	Domingo	Lopez Lopez	H2A	57.75	$75.00
1126		8/11/2015	2215	Domingo	Lopez Lopez	H2A	64.5	$75.00
1127		8/18/2015	2215	Domingo	Lopez Lopez	H2A	64.49	$75.00
1128		8/25/2015	2215	Domingo	Lopez Lopez	H2A	68	$75.00
1129		9/1/2015	2215	Domingo	Lopez Lopez	H2A	71.75	$75.00
1130		9/8/2015	2215	Domingo	Lopez Lopez	H2A	74	$75.00
1131		9/15/2015	2215	Domingo	Lopez Lopez	H2A	61.5	$75.00
1132		9/22/2015	2215	Domingo	Lopez Lopez	H2A	57.75	$75.00
1133		9/29/2015	2215	Domingo	Lopez Lopez	H2A	46.5	$75.00
1134								$825.00
1135								
1136	96	7/21/2015	2216	Conrado	Lopez Lopez	H2A	24.75	$75.00
1137		7/28/2015	2216	Conrado	Lopez Lopez	H2A	63.25	$75.00
1138		8/4/2015	2216	Conrado	Lopez Lopez	H2A	57.75	$75.00
1139		8/11/2015	2216	Conrado	Lopez Lopez	H2A	64.5	$75.00
1140		8/18/2015	2216	Conrado	Lopez Lopez	H2A	64.49	$75.00
1141		8/25/2015	2216	Conrado	Lopez Lopez	H2A	67.99	$75.00
1142		9/1/2015	2216	Conrado	Lopez Lopez	H2A	71.75	$75.00
1143		9/8/2015	2216	Conrado	Lopez Lopez	H2A	73.99	$75.00
1144		9/15/2015	2216	Conrado	Lopez Lopez	H2A	61	$75.00
1145		9/22/2015	2216	Conrado	Lopez Lopez	H2A	58	$75.00
1146		9/29/2015	2216	Conrado	Lopez Lopez	H2A	46.5	$75.00
1147								$825.00

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	)	Case No. 2017-TAE-00003

DECLARATION PURSUANT TO 28 U.S.C. § 1746

I, JACOB HEYMAN-KANTOR, declare under penalty of perjury that the following is true and correct:

1. I make this Declaration based on personal knowledge of the facts and circumstances relevant to this matter and based on my review of the Wage and Hour Division's official investigation file. I submit this Declaration in support of the Administrator's Motion for Partial Summary Decision.

2. I am an attorney with the Office of the Solicitor, U.S. Department of Labor, Region II. My duty station is located at 201 Varick Street #983, New York, NY 10014. I represent the Administrator of the Wage and Hour Division ("Administrator") in the instant proceeding.

3. True and accurate copies of Sun Valley's signed Applications for Temporary Employment Certification ETA-Form 9142 (the "TEC") for the periods of April 13, 2015 to

October 10, 2015, and June 1, 2015 to October 10, 2015, which Sun Valley produced during discovery, are attached hereto as Exhibits 1 and 2, respectively.

4. Attached hereto as Exhibit 3 is a true and accurate copy of Respondents' April 7, 2017 Joint Response to the Administrator's First Set of Requests for Admissions.

5. Attached hereto as Exhibit 4 are true and accurate copies of excerpts from the transcript of the deposition of Russell Marino Jr. taken on April 19, 2017 in the instant proceeding.

6. Attached hereto as Exhibit 5 are true and accurate copies of excerpts from the transcript of the deposition of Agustin Hernandez taken on April 18, 2017 in the instant proceeding.

7. Attached hereto as Exhibit 6 are true and accurate copies of excerpts from the transcript of the deposition of Joseph Marino taken on April 20, 2017 in the instant proceeding.

8. Attached hereto as Exhibit 7 are true and accurate copies of excerpts from the transcript of the deposition of Carlos Cervantes Ramirez taken on May 10, 2017 in the instant proceeding.

9. Attached hereto as Exhibit 8 are true and accurate copies of excerpts from the transcript of the deposition of Miguel Angel Elizondo Soto taken on May 3, 2017 in the instant proceeding.

10. Attached hereto as Exhibit 9 are true and accurate copies of excerpts from the transcript of the deposition of Jose Luis Silva Lopez taken on May 4, 2017 in the instant proceeding.

11. Attached hereto as Exhibit 10 are true and accurate copies of excerpts from the transcript of the deposition of Hugo Leonel Cinta Tegoma taken on May 11, 2017 in the instant proceeding.

12. Attached hereto as Exhibit 11 are true and accurate copies of excerpts from the transcript of the deposition of Hector Mishel Garcia Dominguez taken on May 10, 2017 in the instant proceeding.

13. Attached hereto as Exhibit 12 are true and accurate copies of pages from the transcript of the deposition of Dario Morales Acosta that I took on May 3, 2017 in the instant proceeding.

I declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct.

Executed on this 1st day of June, 2017.

JACOB HEYMAN-KANTOR
Attorney, U.S. Department Of Labor
Office of the Solicitor
201 Varick Street #983
New York, NY 10014

Declaration of Trial Attorney Jacob Heyman-Kantor

Sun Valley Temporary Employment Certification ETA-Form 9142 ("TEC")

Exhibit 1 – Signed TEC for April 13 to October 10, 2015
Exhibit 2 – Signed TEC for June 1 to October 10, 2015

Sun Valley's Discovery Responses

Exhibit 3 – Sun Valley's Apr. 7, 2017 Responses to Administrator's First Set of Requests for Admissions

Excerpts from Transcripts of Depositions of Sun Valley Owners and Managers

Exhibit 4 – Owner Russell Marino, Jr..
Exhibit 5 – Manager Agustin Hernandez
Exhibit 6 – Owner Joseph Marino

Excerpts from Transcripts of Depositions of Sun Valley H-2A Employees

Exhibit 7 – Carlos Cervantes Ramirez
Exhibit 8 – Miguel Angel Elizondo Soto
Exhibit 9 – Jose Luis Silva Lopez
Exhibit 10 – Hugo Leonel Cinta Tegoma
Exhibit 11 – Hector Mishel Garcia Dominguez
Exhibit 12 – Dario Morales Acosta

U.S. Department of Labor **Employment and Training Administration**
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604

March 13, 2015

Theresa L Ward
685 Us Hwy 15-501
Carthage, NC 28327

Case Number: H-300-15056-056255

RE: Sun Valley Orchards LLC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2A temporary agricultural program has been **certified**. On March 3, 2015, this office accepted for consideration an application from you requesting H-2A temporary labor certification for 40 Farmworkers and Laborers, Crop, Nursery, and Greenhouse job opportunities. In accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) § 655, Subpart B, it has been determined that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill all of the job opportunities for which certification has been requested and that employment of the H-2A workers will not adversely affect the wages and working conditions of workers in the United States similarly employed.

Therefore, the Department grants certification for 40 Farmworkers and Laborers, Crop, Nursery, and Greenhouse job opportunities. You must comply with all assurances, guarantees and other requirements contained in Departmental regulations at 20 CFR § 655, Subpart B and 20 CFR § 653, Subpart F.

Upon receipt of this notification, you will need to submit to the U.S. Citizenship and Immigration Service (USCIS) California Service Center the I-129 Form that is required in conjunction with an H-2A application. The USCIS petition can be obtained at http://www.uscis.gov.

IMPORTANT NOTE: The employer must sign and date the ETA Form 9142 prior to submission to USCIS California Service Center.

Enclosed is a bill for fees assessed for the H-2A certification. Non-payment or untimely payment may be considered a substantial violation subject to the procedures in Departmental regulations at 20 CFR § 655.182.

Important Reminders:

- In accordance with Departmental regulations at 20 CFR § 655.120(b), if the prevailing hourly wage or piece rate is adjusted during a work contract, and is higher than the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay at least that higher prevailing wage or piece rate upon notice to the employer by the Department. The Department posts all current prevailing hourly wages and piece rates to the Department of Labor's Agricultural On-Line Wage Library (AOWL). You are encouraged to visit the AOWL website at http://www.foreignlaborcert.doleta.gov/aowl.cfm for the updated wage rates.

- You must continue to cooperate with the State Workforce Agency (SWA) by accepting all referrals of eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as set forth in Departmental regulations at 20 CFR § 655.135(d). The end date of your obligation to consider all referrals under the 50 percent rule is calculated by the SWA based on the date the H-2A worker departed for the employer's place of business, which is assumed to be three days prior to the first date of need. However, if the H-2A worker will not depart for your place of employment three days prior to the first date of need, Departmental regulation 20 CFR § 655.135(c) requires you to inform the SWA in writing of the new expected departure date.

- You must update and maintain the recruitment report throughout the recruitment period including the 50 percent period as specified in Departmental regulations at 20 CFR § 655.156(b). This supplement to the recruitment report must meet the requirements of Departmental regulations at 20 CFR § 655.156(a)(1)-(4). The employer must sign and date this supplement to the recruitment report and retain it for a period of no less than three (3) years. The supplement to the recruitment report must be provided upon request.

- You are also reminded that in accordance with Departmental regulations at 20 CFR § 655.122(n), the termination of workers for cause and abandonment of the job by workers are to be reported in writing to the Department and to the Department of Homeland Security (DHS) within two (2) business days of the termination or discovering abandonment. To make compliance with this requirement simple and fast, the employer may e-mail the notification directly to the Chicago NPC using TLC.Chicago@dol.gov. Your requests will be handled as expeditiously as possible. Employers without internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2A Abandonment and Termination) or U.S. mail to the following address:

  U.S. Department of Labor
  Employment and Training Administration
  Office of Foreign Labor Certification
  Chicago National Processing Center
  11 West Quincy Court

Chicago, IL 60604
ATTN: H-2A Abandonment and Termination

- In accordance with Departmental regulations at 20 CFR § 655.135(i), employers must inform H-2A workers of the requirement that they must leave the United States at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent employer.

- In accordance with Departmental regulations at 20 CFR § 655.122(q), employers must provide to H-2A workers no later than the time at which the workers apply for the visa, or to workers in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker as necessary or reasonable. For H-2A workers going from an H-2A employer to a subsequent H-2A employer, the copy must be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

- In accordance with Departmental regulations at 20 CFR § 655.135(l), employers must post and maintain in a conspicuous location at the place of employment, a poster provided by the Secretary of the Department of Labor in English, and to the extent necessary, any language common to a significant portion of the workers if they are not fluent in English, which sets out the rights and protections for workers. A copy of the poster is available at http://www.dol.gov/whd/resources/posters.htm.

- Departmental regulations at 20 CFR § 655.180, allow the Department to conduct audit examinations of certified H-2A applications. The applications selected for audit will be chosen within the sole discretion of the Department. If your certification has been selected for audit, you are reminded that you must submit the documentation requested in the audit letter within the specified timeframe. Failure to comply with the audit process may result in a finding by the Certifying Officer to revoke the labor certification and/or debarment of the employer from future filings of H-2A temporary labor certification applications. Additionally, the audit findings and underlying documentation may be provided to the Department of Homeland Security or another appropriate enforcement agency. Referrals of any findings that an employer discouraged an eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

- In accordance with Departmental regulations at 20 CFR § 655.170, employers may request to extend (by more than two (2) weeks) the period of employment on certified H-2A applications in writing, to the Chicago NPC. The employer may e-mail the request directly to the Chicago NPC using the address:

TLC.Chicago@dol.gov, with the words "H-2A Extension Request" contained in the subject line of the e-mail. Employers without internet access may send a written request by facsimile to (312) 886-1688 (ATTN: H-2A Extension Request) or by U.S. mail to the following address:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604
ATTN: H-2A Extension Request

- Requests for changes in the period of employment lasting two (2) weeks or less can be directly filed with the USCIS California Service Center.

Sincerely,

OFLC Certifying Officer

Enclosures: Invoice for Certification; ETA Form 9142

CC: Sun Valley Orchards LLC
New Jersey Department of Employment & Workforce

Public Burden Statement: OMB control number 1205-0466, expiration date 03/31/2016. This reporting instruction has been approved under the Paperwork Reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Obligations to respond are mandatory (20 CFR 655.122, 655.135, 655.145, and 655.156). Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Room C-4312, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT send any of the above listed notices to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

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

A. Employment-Based Nonimmigrant Visa Information

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

B. Temporary Need Information

1. Job Title * Farmworker; Diversified		
2. SOC (ONET/OES) code * 45-2092	3. SOC (ONET/OES) occupation title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * 04/13/2015 *(mm/dd/yyyy)*	6. End Date * 10/10/2015 *(mm/dd/yyyy)*

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

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

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

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

8. Nature of Temporary Need: (Choose only one of the standards) *
☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *
N/A

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

C. Employer Information

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

1. Legal business name * Sun Valley Orchards LLC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 29 Vestry Rd		
4. Address 2 N/A		
5. City * Swedesboro	6. State * NJ	7. Postal code * 08085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 856-769-5280	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) *	13. NAICS code (must be at least 4-digits) * 111339	
14. Number of non-family full-time equivalent employees 0	15. Annual gross revenue	16. Year established N/A

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

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

D. Employer Point of Contact Information

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

1. Contact's last (family) name * Marino Jr	2. First (given) name * Russell	3. Middle name(s) * James	
4. Contact's job title * Owner/Manager			
5. Address 1 * 29 Vestry Rd			
6. Address 2 N/A			
7. City * Swedesboro		8. State * NJ	9. Postal code * 08085
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 856-769-5280	13. Extension N/A	14. E-Mail address N/A	

Case Number: H-300-15058-056255 Case Status: CERTIFIED Validity Period: 04/13/2015 to 10/10/2015

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Ward	Theresa	L	
5. Address 1 § 685 US Hwy 15-501			
6. Address 2 N/A			
7. City § Carthage	8. State § NC	9. Postal code § 28327	
10. Country § UNITED STATES OF AMERICA	11. Province N/A		
12. Telephone number § 910-947-6004	13. Extension N/A	14. E-Mail address tward.nac@gmail.com	
15. Law firm/Business name § National Agricultural Consultants LLC		16. Law firm/Business FEIN §	
17. State Bar number (only if attorney) § N/A		18. State of highest court where attorney is in good standing (only if attorney) § N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) § N/A			

F. Job Offer Information

a. Job Description

1. Job Title * Farmworker, Diversified		
2. Number of hours of work per week Basic *: 40 Overtime: 0	3. Hourly Work Schedule * A.M. (h:mm): 7 : 00 P.M. (h:mm): 3 : 00	
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § 0	
5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. * Workers will perform a variety of duties with harvesting vegetable crops grown by employer See 9142 attachments for more complete details.		

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

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

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

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

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

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

N/A

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

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

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

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
3	verifiable experience harvesting a perishable crop

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

SEE ADDENDUM

Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers

c. Place of Employment Information

1. Worksite address 1 *
29 Vestry Rd

2. Address 2
N/A

3. City *	4. County *
Swedesboro	Gloucester
5. State/District/Territory * NJ	6. Postal code * 08085
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

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

1. New Jersey Other see attached spreadsheet all of which are owned/leased by employer.
2. New Jersey Other employer provides daily transportation from main location to each work site.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 11 . 29 To (Optional): $ 0 . 00	From: $ 0 . 00 To (Optional): $ 0 . 00

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

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

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §

SEE ADDENDUM

In the event that the Department of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
New Jersey Department of Employment & Workforce

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
NJ0982022	02/12/2014	07/27/2015

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

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. TBA	From:	To:
5. N/A	From:	To:

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

Attempt to re-contact former workers
Advertise in local newspaper
Advertise by word of mouth
Publicize through employment service
Solicit help through Ag Extension and Farm Bureau.

The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.135.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

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

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

J. Preparer

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

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

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

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

This certification is valid from 04/13/2015 to 10/10/2015.

William K. Sloan Jr.
Department of Labor, Office of Foreign Labor Certification

03/13/2015
Determination Date (date signed)

H-300-15056-056255
Case number

CERTIFIED
Case Status

L. Public Burden Statement 1205-0466

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

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

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142A, and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached a Letter of Representation from the employer. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Ward	Theresa	L
4. Firm/Business name National Agricultural Consultants LLC		
5. E-Mail address tward.nac@gmail.com		
6. Signature Theresa Ward		7. Date signed 03/10/2015

B. Employer Declaration

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

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The worksite for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.
3. The job opportunity is and will continue to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is the highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new Adverse Effect Wage Rate is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the NPC (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate.
6. There are no U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section B.5 of ETA Form 9142A.
7. All fees associated with processing the temporary labor certification will be paid in a timely manner.

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

8. During the period of employment that is the subject of the labor certification application, the employer:
   (i) Will comply with applicable Federal, State and local employment-related laws and regulations, including health and safety laws;
   (ii) Will provide for or secure housing for workers who are not reasonably able to return to their permanent residence at the end of the work day that complies with the applicable local, State, or Federal standards and guidelines for housing without charge to the worker;
   (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification;
   (iv) Will provide insurance, without charge to the worker, under a State workers' compensation law or otherwise, that meets the requirements of 20 CFR 655.122(e).
   (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(h)) and the employer's worksite without cost to the worker.
9. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.
10. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.
11. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees...
12. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
   (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
   (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
   (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
   (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
   (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.
13. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 12(i) through (v) listed above.
14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(l), unless the H-2A worker is being sponsored by another subsequent employer.
15. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.
16. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
   (i) The H-2A Labor Contractor has provided a copy of the MSPA Farm Labor Contractor (FLC) certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
   (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, a description of the crops and activities the workers are expected to perform at such fixed site, and copies of the fully-executed work contracts with each fixed-site agricultural business so identified;
   (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

(iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155; and
(v) Where the fixed-site agricultural business(es) will provide housing or transportation to the workers, proof that:
  a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d);
  b. All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and that it will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and
  c. Certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby acknowledge that the agent or attorney identified in section E (if any) of the ETA Form 9142A and section A above is authorized to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 6 years in the Federal penitentiary or both (18 U.S.C. 1001).*

1. Last (family) name	2. First (given) name	3. Middle\initial
Marino Jr	Russell	James
4. Title		
Owner/Manager		
5. Signature		6. Date signed
Russell James Marino Jr. by Theresa Ward, NAC Attorney In Fact		03/16/2015

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.b.5: Special Requirements

must be able to bend, stoop, sit and stand on feet for long periods of time. Must be physically able to meet and perform all job specifications stated in job order, including lifting between 35-75 lbs. Must be able to work in hot humid weather for extended periods of time. Workers are also subject to random drug testing at no cost to employee. All drug testing will occur after the worker begins his or her employment. Failing or refusing a drug test will have a negative result in your employment status. See attachment for more complete details.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION G.3: Additional Wage Information

employers discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

Sun Valley Orchards LLC - H-300-15056-056255 (NJ)

Attachments to ETA 9142

F A 3: Starting and ending times may vary according to weather and crop conditions. If a worker is offered and agrees to work more than the scheduled hours during any work day, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

F A 5: Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

ATTACHMENT APPROVED
THE CHICAGO NATIONAL
PROCESSING CENTER

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules c) fails after completing the training period to perform the work as specified in Item F-5 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to keep up with fellow workers. h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire

policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

Comodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zuchinni	$1.00	Packed out 1/2bu equivlent
Pickles	$1.50	Packed out 1.0bu eqivlent
Cucumber	$1.00	Packed out 1 1/9bu equivlent
Eggplant	$0.60	Packed out 1 1/9bu equivlent
Pepper	$0.60	Packed out 1 1/9bu equivlent
Peaches	Hourly + POB	Packed out 1/2bu equivlent

*POB= Packed Out Bonus

All jobs performed hourly will be copensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

***Use of the masculine pronoun herein is for convenience of reference only.**

PROCESSING CENTER
THE CHICAGO NATIONAL

Addendum - Sun Valley Orchards LLC

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Russell James Marino Jr. **Sun Valley Orchards LLC** 29 Vestry Rd Swedesboro, NJ, 08085 1-856-769-5280 Asparagus, Cucumbers, Eggplant, Peaches, Peppers, Zucchini	(8301)	200	4/13/15 10/10/15		Gloucester	190	40

Total Workers Employed	200
Total Housing Capacity	190
Total H2A Workers Requested	40
Total Employers	1

ATTACHMENT APPROVED
BY THE CHICAGO NATIONAL
PROCESSING CENTER

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame

Sun Valley Orchards 2015 Field Locations				
field location	city	state	zip	county
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned does constitute and appoint National Agricultural Consultants LLC to be its true and lawful attorney-in-fact with respect to the following:

To act as the authorized representative for Sun Valley Orchards, LLC [client name] in all matters relating to the filing and execution of an H-2A Labor Certification Application with the U.S. Department of Labor, including a Clearance Order with the relevant State Workforce Agency, and a Petition for a Nonimmigrant Worker with the U.S. Department of Homeland Security.

I hereby vest and appoint said attorney-in-fact with full power, authority and discretion to perform any act whatsoever to accomplish the foregoing as fully and with the same force and effect as I could or might do myself.

This Limited Power of Attorney shall be effective as of the date of execution hereof and all persons may rely upon this power as being in full force and effect without any further inquiry whatsoever. This Limited Power of Attorney shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, I have executed this Limited Power of Attorney this

22 day of DEC, 2014.

By: _____ (signature)

Name: Russell Marino Jr. (client name)

Title: Owner/Manager

Sworn to and subscribed before me this 22 day of Dec 2014

Celeste Anne Keen

Notary Public

CELESTE ANNE KEEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/4/2016

My Commission Expires: _____

NATIONAL AGRICULTURAL CONSULTANTS LLC
H-2A CONSULTING SERVICES, AGENCY REPRESENTATION AND INDEMNIFICATION AGREEMENT

This H-2A Consulting Services, Agency Representation and Indemnification Agreement (the "Agreement") entered into by and between National Agricultural Consultants LLC (the "Agent/Consultant"), an agricultural labor consultant and agent with an expertise in the H-2A Governing Regulations at 20 CFR § 655 in its entirety and the U.S. DOL ESA Wage and Hour H-2A enforcement regulations at 29 CFR § 501, in the state of and under the laws of North Carolina and Sun Valley Orchards, a fixed site agricultural producer(s)/employer(s), by definition at 20 CFR 655.103(b) in the state of NJ (the "Agricultural Employer, 'AGER' ") who is a client of the Consultant.

WHEREAS, the Agent/Consultant is qualified and capable as an Agent/Consultant of rendering agent and consulting services, certain specific administrative services, and other limited services (necessary to assist facilitation of the AGER in obtaining domestic and/or supplementary foreign workers to participate in the H-2A program (8 USC 1101(a)(15)(H)(ii)(a); 8 USC 1188) ("H-2A workers") to meet the AGER's seasonal agricultural labor requirements; and

WHEREAS, the AGER acknowledges, understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the AGER desires to avail themselves of the Agent and Consulting services, administrative services, and other limited services provided by the Agent/Consultant in order to secure domestic and/or supplementary foreign workers to meet the AGER's seasonal agricultural labor requirements for the calendar year beginning January 1, 20 15;

NOW THEREFORE, in consideration of the payment(s) made by the AGER of the established dues, admission fees and other assessments and such costs as are charged/assessed from time to time for providing the services requested by the AGER, and for other good and sufficient consideration, including the mutual promises contained in this Agreement, pursuant to the applicable requirements of 20 CFR § 655. The Agent/Consultant will provide Agent and Consultative services to represent, prepare and/or assist the AGER, as necessary, to interact with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department("DOS"), and the respective State Workforce Agency(s) ("SWA"). The parties hereto further agree as follows:

A. **The Consultant's Obligations**

(1) The Agent/Consultant, with input and review from AGER, will prepare and submit to the AGER to review, modify, approve, and/or execute, and authorize submission to the applicable government agency for processing, all forms and documents, required, pursuant to applicable laws and DOL, DHS, and State Department regulations, to obtain US workers and/or H-2A workers from the Republic of Mexico. The AGER provides explicit authorization to Consultant to prepare all necessary forms and documents, with emphasis added, for the Consultant to populate and prepare the I-129 petition on behalf of the AGER who will then review, modify, approve, execute and submit, or authorize submission, to U.S. CIS per the petition filing instructions.

(2) The Consultant, on behalf of the AGER, will provide certain administrative supportive services associated with the domestic recruitment requirements established by DOL regulations. Such tasks shall be limited exclusively to preparing the ETA 790 Form and attachments, subject to review, modification, approval, and execution by the AGER, and to be submitted by the AGER, or authorize Agent/Consultant to submit, in order to list the domestic job order with the appropriate State Workforce Agency ("SWA"), preparing ad copy for the AGER to review, modify and authorize the Agent/Consultant to place advertisements in newspapers on behalf of the AGER as directed by DOL, providing certain supportive services to AGER when/if needed by AGER to prepare AGER to properly interview and document US referrals made directly to the AGER from a SWA, and preparing and submitting to AGER for review, approval, execution and submitting, or authorization for Agent/Consultant to submit, the necessary recruitment report with DOL. The AGER agrees that it, solely, is soliciting employees as required by the Federal Regulation and the AGER has reviewed the required ad and approved the content before Agent/Consultant submits it to the newspaper for print on behalf of AGER. The AGER and DOL determine, solely and exclusively, the terms and conditions disclosed in the ad, when and where it is placed. By preparing ad copy for AGER consideration and authorization, the Agent/Consultant IS NOT performing or engaging in MSPA related Farm Labor Contracting activities such as soliciting. I, the AGER, am exclusively soliciting employees for myself as required by Federal law.

(3) The Agent/Consultant will maintain, or, assist the AGER to maintain contacts that may be needed, from time to time, by the Agent/Consultant or AGER, either directly or through its designated representatives, with SWA's, DOL, DHS, and DOS; and, other state and federal governmental agencies, and government contractors acting on behalf of or performing administrative actions on behalf of government agencies necessary to effectuate the successful administrative participation in the H-2A program and for other purpose(s) described in this Agreement.

(4) The Agent/Consultant has not sought or received payment of any kind from any employee subject to 8 USC 1188 for any activity related to obtaining the H-2A labor certification in compliance with 20 CFR § 655.135(j).

(5) The Agent/Consultant, who **IS NOT** an attorney and is not providing legal advice to the AGER, MAY, under the limited terms of this agreement, act as the agent of the employer, with any government or private entity, as necessary to assist the employer with participating in the H-2A program. This document IS NOT, nor should it be construed, as a Power of Attorney, limited or otherwise. The AGER acknowledges understanding and agreement that they should always consult with a qualified attorney to have

all of their legal questions answered, if any.

B. **The Agricultural Employer's Obligations**

(1) The AGER agrees to comply timely with all reasonable policies, procedures, and schedules established by the Agent/Consultant which it considers essential for the proper operation of the program to obtain domestic workers and/or H-2A workers, successful participation, and to promote compliance with applicable laws and regulations.

(2) The AGER acknowledges that it is familiar with the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described in the AGER's Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers by the AGER. The AGER agrees to comply with all obligations imposed on the AGER as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to always cooperate with all government agencies with jurisdiction. The AGER agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

(3) In particular, but not limiting the foregoing, the AGER agrees a) to pay their worker's required wages and benefits; b) to make only those deductions from their worker's paychecks that are required by law and only those deductions allowed by law; c) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; d) to timely reimburse required transportation and daily subsistence costs; e) to provide written detailed wage statements of their worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to their worker, the hours actually worked by their worker, and itemization of all deductions made from their worker's wages and, if piece rates are used, the units produced daily, the AGER's name, address and Federal Tax Identification or Social Security Number; f) to terminate their worker only for lawful job related reasons; g) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; h) to employ any qualified US worker(s), or to interview and hire any qualified US worker(s) who applies directly to the AGER in accordance with the applicable regulations at 20 CFR 655; i) that the Consultant and the AGER are not and shall not be joint employers with respect to any of the AGER's employees. The Agent/Consultant does not exercise any control over any of the AGER's employees and does hold any indicia of employment with respect to the AGER's employees. The AGER is the sole and exclusive employer.

(4) The AGER agrees to pay timely any judgment or penalty entered against the AGER and arising out of the AGER's violation of its obligations under applicable law or regulation, and to indemnify and hold harmless the Agent/Consultant and any of its other AGER Clients for such judgments or penalties and any attorneys' fees and costs incurred by the Agent/Consultant or other AGER Clients in defending against such alleged violation. The AGER acknowledges that the laws and regulations governing the employment of domestic agricultural workers and H-2A workers are subject to disputed and differing legal interpretations in various jurisdictions. Therefore, the AGER agrees that in matters in which a claim is made or litigation is instituted against the Agent/Consultant, the Agent/Consultant may exercise its discretion a) to settle such matters on behalf of the Agent/Consultant and the AGER on terms it deems appropriate; b) to litigate such matters; and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the AGER out of whose alleged action or inaction the claim was based or, what amount, if any, will be borne by the Agent/Consultant and/or shared among its other AGER Clients. The terms of this Paragraph B.(4) survive any future separation from AGER and the Agent/Consultant by the AGER and the term of this Agreement.

(5) The AGER agrees to pay the Agent/Consultant any assessment levied by the Agent/Consultant as the AGER's share of legal and any other expense or liability incurred by the Agent/Consultant in defending, prosecuting or settling any disputes relating to an application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the AGER or arising out of the fault of the AGER, in accordance with a formula approved by the Agent/Consultant. The terms of this paragraph B.(5) survive any future separation from AGER and the Consultant by the AGER and the term of this Agreement.

Consultant
By:
National Agricultural Consultants LLC

AGRICULTURAL EMPLOYER'S SIGNATURE

RUSSELL J. MARINO JR 12/22-14

Please PRINT NAME CLEARLY on this line. DATE

U.S. Department of Labor **Employment and Training Administration**
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604

May 1, 2015

Theresa L Ward
685 Us Hwy 15-501
Carthage, NC 28327

Case Number: H-300-15106-786261

RE: Sun Valley Orchards LLC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2A temporary agricultural program has been **certified**. On April 23, 2015, this office accepted for consideration an application from you requesting H-2A temporary labor certification for 60 Farmworker and Laborer, Crop, Nursery, And Greenhouse job opportunities. In accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) § 655, Subpart B, it has been determined that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill all of the job opportunities for which certification has been requested and that employment of the H-2A workers will not adversely affect the wages and working conditions of workers in the United States similarly employed.

Therefore, the Department grants certification for 60 Farmworker and Laborer, Crop, Nursery, And Greenhouse job opportunities. You must comply with all assurances, guarantees and other requirements contained in Departmental regulations at 20 CFR § 655, Subpart B and 20 CFR § 653, Subpart F.

Upon receipt of this notification, you will need to submit to the U.S. Citizenship and Immigration Service (USCIS) California Service Center the I-129 Form that is required in conjunction with an H-2A application. The USCIS petition can be obtained at http://www.uscis.gov.

IMPORTANT NOTE: The employer must sign and date the ETA Form 9142 prior to submission to USCIS California Service Center.

Enclosed is a bill for fees assessed for the H-2A certification. Non-payment or untimely payment may be considered a substantial violation subject to the procedures in Departmental regulations at 20 CFR § 655.182.

Important Reminders:

- In accordance with Departmental regulations at 20 CFR § 655.120(b), if the prevailing hourly wage or piece rate is adjusted during a work contract, and is higher than the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay at least that higher prevailing wage or piece rate upon notice to the employer by the Department. The Department posts all current prevailing hourly wages and piece rates to the Department of Labor's Agricultural On-Line Wage Library (AOWL). You are encouraged to visit the AOWL website at http://www.foreignlaborcert.doleta.gov/aowl.cfm for the updated wage rates.

- You must continue to cooperate with the State Workforce Agency (SWA) by accepting all referrals of eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as set forth in Departmental regulations at 20 CFR § 655.135(d). The end date of your obligation to consider all referrals under the 50 percent rule is calculated by the SWA based on the date the H-2A worker departed for the employer's place of business, which is assumed to be three days prior to the first date of need. However, if the H-2A worker will not depart for your place of employment three days prior to the first date of need, Departmental regulation 20 CFR § 655.135(c) requires you to inform the SWA in writing of the new expected departure date.

- You must update and maintain the recruitment report throughout the recruitment period including the 50 percent period as specified in Departmental regulations at 20 CFR § 655.156(b). This supplement to the recruitment report must meet the requirements of Departmental regulations at 20 CFR § 655.156(a)(1)-(4). The employer must sign and date this supplement to the recruitment report and retain it for a period of no less than three (3) years. The supplement to the recruitment report must be provided upon request.

- You are also reminded that in accordance with Departmental regulations at 20 CFR § 655.122(n), the termination of workers for cause and abandonment of the job by workers are to be reported in writing to the Department and to the Department of Homeland Security (DHS) within two (2) business days of the termination or discovering abandonment. To make compliance with this requirement simple and fast, the employer may e-mail the notification directly to the Chicago NPC using TLC.Chicago@dol.gov. Your requests will be handled as expeditiously as possible. Employers without internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2A Abandonment and Termination) or U.S. mail to the following address:

  U.S. Department of Labor
  Employment and Training Administration
  Office of Foreign Labor Certification
  Chicago National Processing Center
  11 West Quincy Court

Chicago, IL 60604
ATTN: H-2A Abandonment and Termination

- In accordance with Departmental regulations at 20 CFR § 655.135(i), employers must inform H-2A workers of the requirement that they must leave the United States at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent employer.

- In accordance with Departmental regulations at 20 CFR § 655.122(q), employers must provide to H-2A workers no later than the time at which the workers apply for the visa, or to workers in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker as necessary or reasonable. For H-2A workers going from an H-2A employer to a subsequent H-2A employer, the copy must be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

- In accordance with Departmental regulations at 20 CFR § 655.135(l), employers must post and maintain in a conspicuous location at the place of employment, a poster provided by the Secretary of the Department of Labor in English, and to the extent necessary, any language common to a significant portion of the workers if they are not fluent in English, which sets out the rights and protections for workers. A copy of the poster is available at http://www.dol.gov/whd/resources/posters.htm.

- Departmental regulations at 20 CFR § 655.180, allow the Department to conduct audit examinations of certified H-2A applications. The applications selected for audit will be chosen within the sole discretion of the Department. If your certification has been selected for audit, you are reminded that you must submit the documentation requested in the audit letter within the specified timeframe. Failure to comply with the audit process may result in a finding by the Certifying Officer to revoke the labor certification and/or debarment of the employer from future filings of H-2A temporary labor certification applications. Additionally, the audit findings and underlying documentation may be provided to the Department of Homeland Security or another appropriate enforcement agency. Referrals of any findings that an employer discouraged an eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

- In accordance with Departmental regulations at 20 CFR § 655.170, employers may request to extend (by more than two (2) weeks) the period of employment on certified H-2A applications in writing, to the Chicago NPC. The employer may e-mail the request directly to the Chicago NPC using the address:

TLC.Chicago@dol.gov, with the words "H-2A Extension Request" contained in the subject line of the e-mail. Employers without internet access may send a written request by facsimile to (312) 886-1688 (ATTN: H-2A Extension Request) or by U.S. mail to the following address:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604
ATTN: H-2A Extension Request

- Requests for changes in the period of employment lasting two (2) weeks or less can be directly filed with the USCIS California Service Center.

Sincerely,

OFLC Certifying Officer

Enclosures: Invoice for Certification; ETA Form 9142

CC: Sun Valley Orchards LLC
NJ DEPT OF LABOR - LWD

Public Burden Statement: OMB control number 1205-0466, expiration date 03/31/2016. This reporting instruction has been approved under the Paperwork Reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Obligations to respond are mandatory (20 CFR 655.122, 655.135, 655.145, and 655.156). Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Room C-4312, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT send any of the above listed notices to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

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

A. Employment-Based Nonimmigrant Visa Information

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

B. Temporary Need Information

1. Job Title * Farmworker; Diversified	
2. SOC (ONET/OES) code * 45-2092	3. SOC (ONET/OES) occupation title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**
	5. Begin Date * 06/01/2015 *(mm/dd/yyyy)*
	6. End Date * 10/10/2015 *(mm/dd/yyyy)*

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

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

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

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

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

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

9. Statement of Temporary Need *

N/A

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

C. Employer Information

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

1. Legal business name * Sun Valley Orchards LLC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 29 Vestry Rd		
4. Address 2 N/A		
5. City * Swedesboro	6. State * NJ	7. Postal code * 08085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 856-769-5280	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) *	13. NAICS code (must be at least 4-digits) * 111339	
14. Number of non-family full-time equivalent employees 0	15. Annual gross revenue	16. Year established N/A

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

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

D. Employer Point of Contact Information

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

1. Contact's last (family) name * Marino Jr	2. First (given) name * Russell	3. Middle name(s) * James	
4. Contact's job title * Owner/Manager			
5. Address 1 * 29 Vestry Rd			
6. Address 2 N/A			
7. City * Swedesboro		8. State * NJ	9. Postal code * 08085
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 856-769-5280	13. Extension N/A	14. E-Mail address N/A	

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Ward	Theresa	L	
5. Address 1 §			
685 US Hwy 15-501			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Carthage	NC	28327	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
910-947-6004	N/A	tward.nac@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
National Agricultural Consultants LLC		[redacted]	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *	
Farmworker; Diversified	
2. Number of hours of work per week	3. Hourly Work Schedule *
Basic *: 40 Overtime: 0	A.M. (h:mm): 7 : 00 P.M. (h:mm): 3 : 00
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § 0

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

Workers will perform a variety of duties with harvesting vegetable crops grown by employer
See 9142 attachments for more complete details.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

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

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

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

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

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

N/A

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

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

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

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
3	verifiable experience harvesting a perishable crop

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

SEE ADDENDUM

Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers

c. Place of Employment Information

1. Worksite address 1 *
29 Vestry Rd

2. Address 2
N/A

3. City *	4. County *
Swedesboro	Gloucester
5. State/District/Territory * NJ	6. Postal code * 08085
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

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

1. New jersey Other see attached spreadsheet
2. New jersey Other all of which are owned/leased by employer.
3. New jersey Other employer provides daily transportation from main location to each work site.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 11 . 29 To (Optional): $ 0 . 00	From: $ 0 . 00 To (Optional): $ 0 . 00

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

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

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §

SEE ADDENDUM

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
New Jersey Department of Employment & Workforce

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
NJ0994838	04/02/2015	08/05/2015

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

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. TBA	From:	To:
5. N/A	From:	To:

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

Attempt to re-contact former workers.
Advertise in local newspaper.
Advertise by word of mouth.
Publicize through employment service.
Solicit help through Ag Extension and Farm Bureau.

The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.135.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

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

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

J. Preparer

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

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

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

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

This certification is valid from 06/01/2015 to 10/10/2015

William [signature]
Department of Labor, Office of Foreign Labor Certification

05/01/2015
Determination Date (date signed)

H-300-15106-786261
Case number

CERTIFIED
Case Status

L. Public Burden Statement 1205-0466

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW. * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

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

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142A, and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached a Letter of Representation from the employer. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Ward	Theresa	L
4. Firm/Business name National Agricultural Consultants LLC		
5. E-Mail address tward.nac@gmail.com		
6. Signature Theresa Ward		7. Date signed 05/04/2015

B. Employer Declaration

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

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The worksite for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.
3. The job opportunity is and will continue to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is the highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new Adverse Effect Wage Rate is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the NPC (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate.
6. There are no U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section B.5 of ETA Form 9142A.
7. All fees associated with processing the temporary labor certification will be paid in a timely manner.

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

8. During the period of employment that is the subject of the labor certification application, the employer:
   (i) Will comply with applicable Federal, State and local employment-related laws and regulations, including health and safety laws;
   (ii) Will provide for or secure housing for workers who are not reasonably able to return to their permanent residence at the end of the work day that complies with the applicable local, State, or Federal standards and guidelines for housing without charge to the worker;
   (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification;
   (iv) Will provide insurance, without charge to the worker, under a State workers' compensation law or otherwise, that meets the requirements of 20 CFR 655.122(e).
   (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(h)) and the employer's worksite without cost to the worker.
9. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.
10. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.
11. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees...
12. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
   (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
   (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
   (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
   (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
   (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.
13. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 12(i) through (v) listed above.
14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.
15. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.
16. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
   (i) The H-2A Labor Contractor has provided a copy of the MSPA Farm Labor Contractor (FLC) certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
   (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, a description of the crops and activities the workers are expected to perform at such fixed site, and copies of the fully-executed work contracts with each fixed-site agricultural business so identified;
   (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

(iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155; and
(v) Where the fixed-site agricultural business(es) will provide housing or transportation to the workers, proof that:
  a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d);
  b. All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and that it will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and
  c. Certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby acknowledge that the agent or attorney identified in section E (if any) of the ETA Form 9142A and section A above is authorized to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

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

1. Last (family) name	2. First (given) name	3. Middle initial
Marino Jr	Russell	James
4. Title		
Owner/Manager		
5. Signature		6. Date signed
Russell Marino Jr. by Theresa Ward, NAC Attorney In Fact		05/04/2015

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.b.5: Special Requirements

must be able to bend, stoop, sit and stand on feet for long periods of time. Must be physically able to meet and perform all job specifications stated in job order, including lifting between 35-75 lbs. Must be able to work in hot humid weather for extended periods of time. Workers are also subject to random drug testing at no cost to employee. All drug testing will occur after the worker begins his or her employment. Failing or refusing a drug test will have a negative result in your employment status.
see attachment for more complete details.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION G.3: Additional Wage Information

employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

Sun Valley Orchards LLC- H-300-15106-786261

Attachments to ETA 9142

F A 3: Starting and ending times may vary according to weather and crop conditions. If a worker is offered and agrees to work more than the scheduled hours during any work day, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

F A 5: Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

APPROVED
NATIONAL

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules c) fails after completing the training period to perform the work as specified in Item F-5 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment. h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before

the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

Comodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zuchinni	$1.00	Packed out 1/2bu equivlent
Pickles	$1.50	Packed out 1.0bu eqivlent
Cucumber	$1.00	Packed out 1 1/9bu equivlent
Eggplant	$0.60	Packed out 1 1/9bu equivlent
Pepper	$0.60	Packed out 1 1/9bu equivlent
Peaches	Hourly + POB	Packed out 1/2bu equivlent

*POB= Packed Out Bonus

All jobs performed hourly will be copensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

***Use of the masculine pronoun herein is for convenience of reference only.**

Sun Valley Orchards 2015 Field Locations				
field location	**city**	**state**	**zip**	**county**
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned does constitute and appoint National Agricultural Consultants LLC to be its true and lawful attorney-in-fact with respect to the following:

To act as the authorized representative for Sun Valley Orchards, LLC [client name] in all matters relating to the filing and execution of an H-2A Labor Certification Application with the U.S. Department of Labor, including a Clearance Order with the relevant State Workforce Agency, and a Petition for a Nonimmigrant Worker with the U.S. Department of Homeland Security.

I hereby vest and appoint said attorney-in-fact with full power, authority and discretion to perform any act whatsoever to accomplish the foregoing as fully and with the same force and effect as I could or might do myself.

This Limited Power of Attorney shall be effective as of the date of execution hereof and all persons may rely upon this power as being in full force and effect without any further inquiry whatsoever. This Limited Power of Attorney shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, I have executed this Limited Power of Attorney this

22 day of DEC, 2014.

By: _____ (signature)

Name: Russell Marino Jr. (client name)

Title: Owner/Manager

Celeste Anne Keen

Sworn to and subscribed before me this 22 day of Dec 2014

Notary Public

CELESTE ANNE KEEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/4/2016

My Commission Expires: _____

NATIONAL AGRICULTURAL CONSULTANTS LLC
H-2A CONSULTING SERVICES, AGENCY REPRESENTATION AND INDEMNIFICATION AGREEMENT

This H-2A Consulting Services, Agency Representation and Indemnification Agreement (the "Agreement") entered into by and between National Agricultural Consultants LLC (the "Agent/Consultant"), an agricultural labor consultant and agent with an expertise in the H-2A Governing Regulations at 20 CFR § 655 in its entirety and the U.S. DOL ESA Wage and Hour H-2A enforcement regulations at 29 CFR § 501, in the state of and under the laws of North Carolina and Sun Valley Orchards, a fixed site agricultural producer(s)/employer(s), by definition at 20 CFR 655.103(b) in the state of NJ (the "Agricultural Employer, 'AGER' ") who is a client of the Consultant.

WHEREAS, the Agent/Consultant is qualified and capable as an Agent/Consultant of rendering agent and consulting services, certain specific administrative services, and other limited services (necessary to assist facilitation of the AGER in obtaining domestic and/or supplementary foreign workers to participate in the H-2A program (8 USC 1101(a)(15)(H)(ii)(a); 8 USC 1188) ("H-2A workers") to meet the AGER's seasonal agricultural labor requirements; and

WHEREAS, the AGER acknowledges, understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the AGER desires to avail themselves of the Agent and Consulting services, administrative services, and other limited services provided by the Agent/Consultant in order to secure domestic and/or supplementary foreign workers to meet the AGER's seasonal agricultural labor requirements for the calendar year beginning January 1, 20 15

NOW THEREFORE, in consideration of the payment(s) made by the AGER of the established dues, admission fees and other assessments and such costs as are charged/assessed from time to time for providing the services requested by the AGER, and for other good and sufficient consideration, including the mutual promises contained in this Agreement, pursuant to the applicable requirements of 20 CFR § 655. The Agent/Consultant will provide Agent and Consultative services to represent, prepare and/or assist the AGER, as necessary, to interact with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department("DOS"), and the respective State Workforce Agency(s) ("SWA"). The parties hereto further agree as follows:

A. **The Consultant's Obligations**

(1) The Agent/Consultant, with input and review from AGER, will prepare and submit to the AGER to review, modify, approve, and/or execute, and authorize submission to the applicable government agency for processing, all forms and documents, required, pursuant to applicable laws and DOL, DHS, and State Department regulations, to obtain US workers and/or H-2A workers from the Republic of Mexico. The AGER provides explicit authorization to Consultant to prepare all necessary forms and documents, with emphasis added, for the Consultant to populate and prepare the I-129 petition on behalf of the AGER who will then review, modify, approve, execute and submit, or authorize submission, to U.S. CIS per the petition filing instructions.

(2) The Consultant, on behalf of the AGER, will provide certain administrative supportive services associated with the domestic recruitment requirements established by DOL regulations. Such tasks shall be limited exclusively to preparing the ETA 790 Form and attachments, subject to review, modification, approval, and execution by the AGER, and to be submitted by the AGER, or authorize Agent/Consultant to submit, in order to list the domestic job order with the appropriate State Workforce Agency ("SWA"), preparing ad copy for the AGER to review, modify and authorize the Agent/Consultant to place advertisements in newspapers on behalf of the AGER as directed by DOL, providing certain supportive services to AGER when/if needed by AGER to prepare AGER to properly interview and document US referrals made directly to the AGER from a SWA, and preparing and submitting to AGER for review, approval, execution and submitting, or authorization for Agent/Consultant to submit, the necessary recruitment report with DOL. The AGER agrees that it, solely, is soliciting employees as required by the Federal Regulation and the AGER has reviewed the required ad and approved the content before Agent/Consultant submits it to the newspaper for print on behalf of AGER. The AGER and DOL determine, solely and exclusively, the terms and conditions disclosed in the ad, when and where it is placed. By preparing ad copy for AGER consideration and authorization, the Agent/Consultant IS NOT performing or engaging in MSPA related Farm Labor Contracting activities such as soliciting. I, the AGER, am exclusively soliciting employees for myself as required by Federal law.

(3) The Agent/Consultant will maintain, or, assist the AGER to maintain contacts that may be needed, from time to time, by the Agent/Consultant or AGER, either directly or through its designated representatives, with SWA's, DOL, DHS, and DOS; and, other state and federal governmental agencies, and government contractors acting on behalf of or performing administrative actions on behalf of government agencies necessary to effectuate the successful administrative participation in the H-2A program and for other purpose(s) described in this Agreement.

(4) The Agent/Consultant has not sought or received payment of any kind from any employee subject to 8 USC 1188 for any activity related to obtaining the H-2A labor certification in compliance with 20 CFR § 655.135(j).

(5) The Agent/Consultant, who IS NOT an attorney and is not providing legal advice to the AGER, MAY, under the limited terms of this agreement, act as the agent of the employer, with any government or private entity, as necessary, to assist the employer with participating in the H-2A program. This document IS NOT, nor should it be construed, as a Power of Attorney, limited or otherwise. The AGER acknowledges understanding and agreement that they should always consult with a qualified attorney to have

all of their legal questions answered, if any.

B. **The Agricultural Employer's Obligations**

(1) The AGER agrees to comply timely with all reasonable policies, procedures, and schedules established by the Agent/Consultant which it considers essential for the proper operation of the program to obtain domestic workers and/or H-2A workers, successful participation, and to promote compliance with applicable laws and regulations.

(2) The AGER acknowledges that it is familiar with the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described in the AGER's Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers by the AGER. The AGER agrees to comply with all obligations imposed on the AGER as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to always cooperate with all government agencies with jurisdiction. The AGER agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

(3) In particular, but not limiting the foregoing, the AGER agrees a) to pay their worker's required wages and benefits; b) to make only those deductions from their worker's paychecks that are required by law and only those deductions allowed by law; c) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; d) to timely reimburse required transportation and daily subsistence costs; e) to provide written detailed wage statements of their worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to their worker, the hours actually worked by their worker, and itemization of all deductions made from their worker's wages and, if piece rates are used, the units produced daily, the AGER's name, address and Federal Tax Identification or Social Security Number; f) to terminate their worker only for lawful job related reasons; g) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; h) to employ any qualified US worker(s), or to interview and hire any qualified US worker(s) who applies directly to the AGER in accordance with the applicable regulations at 20 CFR 655; i) that the Consultant and the AGER are not and shall not be joint employers with respect to any of the AGER's employees. The Agent/Consultant does not exercise any control over any of the AGER's employees and does hold any indicia of employment with respect to the AGER's employees. The AGER is the sole and exclusive employer.

(4) The AGER agrees to pay timely any judgment or penalty entered against the AGER and arising out of the AGER's violation of its obligations under applicable law or regulation, and to indemnify and hold harmless the Agent/Consultant and any of its other AGER Clients for such judgments or penalties and any attorneys' fees and costs incurred by the Agent/Consultant or other AGER Clients in defending against such alleged violation. The AGER acknowledges that the laws and regulations governing the employment of domestic agricultural workers and H-2A workers are subject to disputed and differing legal interpretations in various jurisdictions. Therefore, the AGER agrees that in matters in which a claim is made or litigation is instituted against the Agent/Consultant, the Agent/Consultant may exercise its discretion a) to settle such matters on behalf of the Agent/Consultant and the AGER on terms it deems appropriate; b) to litigate such matters; and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the AGER out of whose alleged action or inaction the claim was based or, what amount, if any, will be borne by the Agent/Consultant and/or shared among its other AGER Clients. The terms of this Paragraph B.(4) survive any future separation from AGER and the Agent/Consultant by the AGER and the term of this Agreement.

(5) The AGER agrees to pay the Agent/Consultant any assessment levied by the Agent/Consultant as the AGER's share of legal and any other expense or liability incurred by the Agent/Consultant in defending, prosecuting or settling any dispute relating to an application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the AGER or arising out of the fault of the AGER, in accordance with a formula approved by the Agent/Consultant. The terms of this paragraph B.(5) survive any future separation from AGER and the Consultant by the AGER and the term of this Agreement.

Consultant
By:
National Agricultural Consultants LLC

AGRICULTURAL EMPLOYER'S SIGNATURE

RUSSELL J. WAYNE JR 12/22-14

Please PRINT NAME CLEARLY on this line. **DATE**

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002 **RESPONDENTS' JOINT RESPONSE TO FIRST SET OF REQUESTS FOR ADMISSIONS**

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.63 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondents respond to the Administrator and Secretary's First Set of Requests for Admissions as follows:

Specific Responses and Objections

Sun Valley Orchards

Request for Admission 1:

Notwithstanding extraneous markings, the document provided as Exhibit A is a true, accurate and complete copy (including any attachments or appendices) of the Agricultural and Food Processing Clearance Order (ETA Form 790) signed by Russell Marino, Jr. on December 22, 2014, for the period of employment of April 13, 2015 to October 10, 2015 and filed with the U.S. Department of Labor by Sun Valley.

Response to Request for Admission 1:

Admitted.

Request for Admission 2:

Notwithstanding extraneous markings, the document provided as Exhibit B is a true, accurate and complete copy (including any attachments or appendices) of the Agricultural and Food Processing Clearance Order (ETA Form 790) signed by Russell Marino, Jr. on December 22, 2014, for the period of employment of June 1, 2015 to October 10, 2015 and filed with the U.S. Department of Labor by Sun Valley.

Response to Request for Admission 2:

Admitted.

Request for Admission 3:

During 2015, Sun Valley did not enter into any written contract regarding terms or conditions of employment with its domestic workers or H-2A workers, apart from the documents attached as Exhibit A and Exhibit B.

Response to Request for Admission 3:

Admitted in part, denied in part. Respondents deny that the documents provided as Exhibit A and Exhibit B are written contracts with Sun Valley's domestic workers or H-2A workers. Respondents admit that no written agreement was entered into between Sun Valley and its domestic workers or H-2A workers for the 2015 season.

Request for Admission 4:

Sun Valley is the successor in interest to Marino Brothers, Inc., a/k/a Marino Brothers.

Response to Request for Admission 4:

Admitted in part, denied in part. Respondents admit that Sun Valley shares some common ownership with the entity known as Marino Brothers, Inc., a/k/a Marino Brothers, and Sun Valley currently operates the farming operation formerly known as Marino Brothers. To the extent that this Request for Admission calls for a purely legal conclusion or implies any particular legal conclusion as a result, such a conclusion is denied.

Request for Admission 5:

During 2015, Sun Valley was an employer of each of the workers listed in Exhibit B of the Administrator and Secretary's Initial Disclosures dated February 15, 2017.

Response to Request for Admission 5:

Admitted to the extent that not all of the workers listed were employed for the entire 2015 growing season, but all were employed for at least part of 2015.

Request for Admission 6:

Notwithstanding extraneous markings, the documents found at Exhibit C are true and accurate copies of payroll records that were created and maintained by Sun Valley in the regular course of business.

Response to Request for Admission 6:

Admitted, to the best of Respondent's knowledge, information and belief.

Request for Admission 7:

During 2015, Sun Valley did not maintain any documents, apart from those found at Exhibit C, concerning the number of hours of work offered each day in 2015 to each of its domestic workers and H-2A workers.

Response to Request for Admission 7:

Admitted in part, denied in part. The records at Exhibit C are complete payroll records, as such, but there are additional documents, provided herewith, reflecting the voluntary resignation of several Sun Valley employees that concern the number of hours of work offered to its H-2A workers (Exhibits 3 and 4.1-4.11).

Request for Admission 8:

During 2015, Sun Valley did not create or maintain any documents concerning the reasons any of its domestic workers and H-2A workers worked fewer hours than the number of hours of work offered in the work contract in 2015.

Response to Request for Admission 8:

Denied. Sun Valley created and maintained the payroll records found at Exhibit C. Sun Valley also created or maintained records reflecting the decision by 19 H-2A

employees to terminate their employment voluntarily in May 2015 and others to do so later in the season. Such records are provided herewith and in response to the Administrator and Secretary's Document Requests. (Exhibits 3, 4.1-4.11).

Request for Admission 9:

Notwithstanding extraneous markings, the documents found at Exhibit D are true and accurate copies of records concerning charges for weekly meals paid by Sun Valley's domestic workers and H-2A workers in 2015.

Response to Request for Admission 9:

Admitted in part, denied in part. The documents found at Exhibit D appear to reflect amounts paid by some of Sun Valley's workers, but these amounts were not paid to Sun Valley.

Request for Admission 10:

During 2015, apart from those found at Exhibit C and Exhibit D, Sun Valley did not maintain any documents concerning the amount of or reasons for any and all deductions from any domestic worker or H-2A worker's wages between April 8, 2015 and July 21, 2015.

Response to Request for Admission 10:

Denied. Sun Valley did not make any deductions from any domestic worker's wages during this time period. Additional documents exist reflecting Sun Valley's expenses for operating its kitchen facilities (Exhibit 5), but those expenses were not part of any deduction from workers' wages.

Request for Admission 11:

During 2015, Sun Valley charged its domestic workers (including migrant agricultural workers) and H-2A workers a weekly fee for meals.

Response to Request for Admission 11:

Denied. Sun Valley did not charge any of its workers a weekly fee for meals.

Request for Admission 12:

During 2015, Sun Valley's weekly meals fee was $75 in some weeks and $80 in all other weeks.

Response to Request for Admission 12:

Denied. Sun Valley did not charge any of its workers a weekly fee for meals.

Request for Admission 13:

During 2015, Sun Valley did not furnish free cooking or kitchen facilities to its domestic workers (including migrant agricultural workers) or H-2A workers.

Response to Request for Admission 13:

Denied. Sun Valley denies this Request inasmuch as it maintained cooking or kitchen facilities at all times during 2015. Sun Valley further does not admit that any of its domestic workers were migrant agricultural workers, nor that any of its domestic or H-2A workers ever requested to use such facilities. Sun Valley's employees, both domestic and H-2A, purchased and ate meals prepared for them by a third party, apparently without complaint.

Request for Admission 14:

During 2015, Sun Valley did not offer to provide free transportation to any store for domestic workers (including migrant agricultural workers) or H-2A workers to purchase groceries.

Response to Request for Admission 14:

Denied. First, Sun Valley denies that it had any obligation under the H-2A rules or any other provision of law or regulation to provide such transportation to local domestic workers. Sun Valley further does not admit that any of its domestic workers were migrant agricultural workers, nor that any applicable workers were denied transportation to any store.

Request for Admission 15:

Notwithstanding extraneous markings, the documents found at Exhibit E are a true and accurate copy of Sun Valley's records of Sun Valley's costs in providing food and beverages (including three daily meals) to its domestic workers (including migrant agricultural workers) and H-2A workers between April 8, 2015 and July 21, 2015, to the best of Sun Valley's knowledge, information and belief.

Response to Request for Admission 15:

Denied. Respondents object to this Request because it fails to meet the basic requirement that requests be simple, concise and state facts singly. This request requests admissions of multiple separate sets of facts. Without waiving the foregoing objections, Respondent denies that the documents found at Exhibit E are a true and accurate copy of Sun Valley's records on this issue. The documents found at Exhibit E reflect expenses to Sun Valley in the form of a refrigerator and the cost

of setting up the kitchen, but the remaining expenses for groceries were for Agustin Hernandez and not Sun Valley. Sun Valley further specifically denies that it provided food and beverages or daily meals to its domestic workers beyond paying for the kitchen facilities at the farm and paying the utilities as reflected in Exhibit 5.

Request for Admission 16:

Sun Valley did not maintain any documents, apart from those found at Exhibit E, concerning the cost of food, beverages, or other items that Sun Valley sold or re-sold to its domestic workers and H-2A workers between April 8, 2015 and July 21, 2015.

Response to Request for Admission 16:

Denied – see response to Request for Admission 15. By way of further response, Sun Valley did not sell or re-sell any food, beverages, or other items to its workers. The groceries reflected in the receipts included in Exhibit E were not "re-sold" to Sun Valley's employees but were used by Agustin Hernandez to prepare hot meals for employees.

Request for Admission 17:

During 2015, Sun Valley sold soft drinks to its domestic workers.

Response to Request for Admission 17:

Denied. Sun Valley did not sell soft drinks to its domestic workers.

Request for Admission 18:

During 2015, Sun Valley sold soft drinks to its H-2A workers.

Response to Request for Admission 18:

Denied. Sun Valley did not sell soft drinks to its H-2A workers.

Request for Admission 19:

During 2015, Sun Valley sold soft drinks to its domestic workers at a profit to Sun Valley.

Response to Request for Admission 19:

Denied. Sun Valley did not sell soft drinks to its domestic workers.

Request for Admission 20:

During 2015, Sun Valley sold soft drinks to its H-2A workers at a profit to Sun Valley.

Response to Request for Admission 20:

Denied. Sun Valley did not sell soft drinks to its H-2A workers.

Request for Admission 21:

During 2015, Sun Valley was not licensed to sell beer.

Response to Request for Admission 21:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell beer but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 22:

During 2015, Sun Valley sold beer to its domestic workers.

Response to Request for Admission 22:

Denied. Sun Valley did not sell beer to its domestic workers.

Request for Admission 23:

During 2015, Sun Valley sold beer to its H-2A workers.

Response to Request for Admission 23:

Denied. Sun Valley did not sell beer to its H-2A workers.

Request for Admission 24:

During 2015, Sun Valley was not licensed to sell cigarettes.

Response to Request for Admission 24:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell cigarettes but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 25:

During 2015, Sun Valley sold cigarettes to its domestic workers.

Response to Request for Admission 25:

Denied. Sun Valley did not sell cigarettes to its domestic workers.

Request for Admission 26:

During 2015, Sun Valley sold cigarettes to its H-2A workers.

Response to Request for Admission 26:

Denied. Sun Valley did not sell cigarettes to its H-2A workers.

Request for Admission 27:

Sun Valley's housing facility at 1321 Route 45 in South Harrison Township, New Jersey, was constructed prior to April 3, 1980.

Response to Request for Admission 27:

The housing facility described was on the property when Sun Valley acquired it, but to the best of Sun Valley's knowledge and information, the Request is admitted.

Request for Admission 28:

During 2015, Sun Valley transported its domestic workers and H-2A workers in vehicles operated by drivers without valid licenses or permits to operate vehicles in New Jersey.

Response to Request for Admission 28:

Denied. On information and belief, Sun Valley and its employees complied with all applicable laws and regulations. Sun Valley is not in possession of the licenses or permits of such drivers at this time.

Request for Admission 29:

In early August 2015, Sun Valley terminated more than 40 H-2A workers.

Response to Request for Admission 29:

Sun Valley objects to this Request as unnecessarily vague as far as "early August" but admits that it terminated a number of H-2A workers in August 2015, after more than three-fourths of the hours in the job order had been completed, based on a poor pepper harvest and a decreased need for labor.

Request for Admission 30:

In early August 2015, Sun Valley terminated more than 40 H-2A workers without cause.

Response to Request for Admission 30:

See response to Request 29.

Request for Admission 31:

Notwithstanding extraneous markings, Exhibit F is a true and accurate copy of a document that Sun Valley provided to approximately 45 H-2A workers on or about August 8, 2015.

Response to Request for Admission 31:

Admitted.

Agustin Hernandez

Request for Admission 1:

At all times during 2015, Hernandez was registered with the U.S. Department of Labor as a farm labor contractor.

Response to Request for Admission 1:

Denied. Mr. Hernandez was registered with the State of New Jersey as a crew leader, and a copy of his 2015 license from the State is provided as Exhibit 8, but on information and belief, he was not registered with the U.S. Department of Labor as a farm labor contractor.

Request for Admission 2:

Hernandez recruited migrant agricultural workers to work at Sun Valley during 2015.

Response to Request for Admission 2:

Denied. Mr. Hernandez did not recruit migrant agricultural workers to work at Sun Valley during 2015. In 2015, Sun Valley employed local workers, H-2A workers, and domestic workers who had worked at Sun Valley in previous seasons and returned on their own.

Request for Admission 3:

Exhibit G is a true and accurate copy of a document that Hernandez posted at or near 1321 Route 45, South Harrison Township, New Jersey in 2015.

Response to Request for Admission 3:

Admitted in part and denied in part. The Request is improperly vague as to place and time but, to the extent that it can be answered, Mr. Hernandez admits posting this document.

Request for Admission 4:

Hernandez did not disclose in writing to Sun Valley's migrant agricultural workers that Sun Valley would charge those worker a weekly fee for meals in 2015.

Response to Request for Admission 4:

Denied. Sun Valley did not charge any workers a weekly fee for meals in 2015. As such, no such disclosure was required or appropriate.

Request for Admission 5:

In 2015, Hernandez was not licensed to sell beer.

Response to Request for Admission 5:

Admitted in part and denied in part. Mr. Hernandez did not hold any specific license to sell beer but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 6:

In 2015, Hernandez was not licensed to sell cigarettes.

Response to Request for Admission 6:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell cigarettes but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

DATED: April 7, 2017

Respectfully submitted,

/s/ Christopher J. Schulte
Christopher J. Schulte
Counsel for Respondent
CJ Lake, LLC
525 9th Street N.W., Suite 800
Washington, DC 20004
(202) 465-3000

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2017 a copy of Respondents' Responses to Administrator and Secretary's First Set of Requests for Admissions was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Wednesday, April 19, 2017

- - - - -

Oral Deposition of RUSSELL MARINO, JR., taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:45 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JACOB HEYMAN-KANTOR, ESQ
and JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
heymankantor.jacob@dol.gov
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

- - - - -

RUSSELL MARINO, JR., having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Mr. Marino, good morning.

A. Good morning.

Q. Do you understand that you are under an oath and must answer my questions truthfully and to the best of your ability?

A. Yes.

Q. And do you understand this is the same oath that you would take in court?

A. Yes.

Q. So my name is Jacob Heyman-Kantor I'm here with my co-counsel, Jason Glick and I'm an attorney with the US Department of Labor, Office of the Solicitor and we represent the administrator of the Wage and Hour division in the matter of Sun Valley Orchards, LLC, 2017-TAE-00003. And we also represent the Secretary in the same matter of Agustin Hernandez, doing business as Agustin Hernandez

information is in there somewhere. That was requested at some point.

Q. Are you familiar with a company known as Marino Brothers Corporation?

A. That was formed first before Sun Valley.

Q. When was that formed?

A. Early eighties. So I didn't know that you were aware of that. Marino Brothers was formed prior to Sun Valley. We kind of formed other companies, so Sun Valley was probably formed in the early 2000s.

Q. What's the difference between Sun Valley and Marino Brothers?

A. Now, I mean there is no difference. Virtually, no difference. There's just legality. Mostly legality, we were just, it was recommended that we kind of split everything up and an LLC formed to be protected.

Q. What was the form of Marino Brothers?

A. I'm sorry?

Q. What was, what -- was the corporate structure of Marino Brothers Corporation?

and then you have Marino Brothers land and that's all the land that we farm or rent, own, whatever. So that's just how it's broken down.

Q. Actually, I may know less about corporations than you, I would think. So what are the percentage of ownership interest in Sun Valley Orchards?

A. There's four of us, we each have 25 percent.

Q. Who are the four?

A. Myself, my brother, my father and my uncle.

Q. And what are their names?

A. Joe Marino is my brother. Russell, Sr. is my father. And Harry, Jr. I guess is my uncle.

Q. Okay. And who owned Marino Brothers Corporation?

A. My father and his two brothers.

Q. One was Harry Marino?

A. Yes.

Q. And who was the other brother?

A. Sebastian.

Q. Do you belong to any work-related organizations outside of Sun Valley Orchards?

document from the Internet. It is from the United States Department of Agricultural and if you look on the last page, it says Russell J. Marino, chairperson. Is that your -- from you or your father?

A. I believe it's my father. I assume it's my father, but without reading the document, I don't know what it's for. It's definitely not me. I would assume it's my father.

Q. It says on the first page, Farm Service Agency New Jersey. Do you see that?

A. FSA, yes, it's definitely my father.

Q. Do you know what he does in connection with this group?

A. No.

Q. All right. You can give that back to me. Thanks.

So I'll ask you a little about the farm itself. So what's the farm like? How many fields does it have? How big is it?

A. We farm almost, we farm about 2500 acres. We're spread out through two counties, Gloucester and Salem County. The

number of farms, I don't know that. I can -- I'd have to think about that. But we're spread out nonetheless. I don't know what else --

Q. Do you have more than ten fields would you say?

A. Yes.

Q. And are there dorms where people live on the farm?

A. We have one dormitory for labor.

Q. How many rooms are in the dormitory?

A. Including the kitchen and the bedroom, seven rooms maybe. Let me see. No. Maybe eight.

Q. Is it normally loud near the dormitories?

A. No.

Q. There aren't a lot of tractor noises?

A. No, no.

Q. How close are the fields to the dorms?

A. There's an asparagus field surrounding the dormitory.

Q. Any other fields?

A. No, it's right off of, off of a highway, Route 45, so it's just surrounded by the one farm.

Q. How far are the furthest fields from the dorms?

A. Ten, 15-minute ride.

Q. And who is in the management at Sun Valley Orchards?

A. In whole, as a whole?

Q. Yes.

A. All four of us collectively. And we each have our own individual responsibilities.

Q. So it would be yourself, your brother, Joe Marino, your father, Russell Marino, Sr. and your uncle, Harry Marino, Jr.?

A. Yes.

Q. Anyone else?

A. No.

Q. And what are your different roles?

A. My brother is primarily sales, IPM, Tractor work. My Uncle Harry, he directs the crew each day. He's in charge of the planting schedules. My father is in charge of greenhouses. And I do, I fill in all the other

blanks. I irrigate. I set everything up. Any designs, irrigation designs, things like that, site planning, all that stuff.

Q. So you said Joe Marino does sales, IPM, tractor work, anything else?

A. I'm sure he does a million other things as we all do. I mean I can't explain every little thing that we do each day. But yeah, I'm sure there's other things that he does. I'm sure there's other things that I do.

Q. Does he do other things in connection with agricultural workers?

A. No.

Q. What's IPM?

A. Integrated pest management.

Q. And you said your father, Russell Marino, Sr. works with greenhouses. Does he do any other significant tasks?

A. Significant, every little aspect is significant and again, I'm sure he does other things as well. I mean I don't know to how much -- he runs for parts. Picks somebody up if they need to be picked up, brings us back, move things, help us move things around, just things along those lines.

Q. Does he do anything in connection with the domestic workers or the H-2A workers who work on the farms?

A. No.

Q. Now, you said your uncle, Harry Marino, Jr., directs the crew and is involved in planting. I'm sorry, can you say that again?

A. Planting, all the seeding, because we propagate everything. He does the seeding schedules, the planting schedules in fields and he's in direct contact with Agustin every day to direct the crew.

Q. And you said you were involved with -- I'm sorry, does Harry, Jr. have any other tasks?

A. Again, I'm sure he does. I couldn't begin to list them all.

Q. And the ones you listed are his biggest tasks?

A. Yes.

Q. And you said you've -- you're involved in irrigation design, set up and site planning. Any other tasks?

A. Again, a million other tasks that I

can't even begin to list.

Q. But these are the three biggest ones?

A. Yes. Yes.

Q. Are you involved working -- do you have any tasks related to working with the domestic agricultural workers, H-2A workers?

A. Every day.

Q. What do you do with them every day?

A. Anything that has to do with those things that I -- if we have to do pipework, lay plastic, cultivate, set the irrigation pumps, construction lines and anything. I work directly with the help every single day. I always have at least two to eight guys with me throughout the day.

Q. And what did you mean by set up?

A. Like bringing it back from where we store everything in the wintertime back out to the fields. Irrigation pumps obviously go by the ponds and things like that. The field designs like how they're laid out. Just things along those lines.

Q. What's site plan?

A. If we're putting up more

here by the pond. I mean and I drive through the fields. I do all the irrigation, all the irrigating, feeding. So yeah, I see the guys all the time. I eat lunch with them sometimes at the camp. Yeah, I just -- I'm very involved with the labor.

Q. And so typically how much time are you per day, are you in the fields with the workers?

A. Whatever a workday may consist of. I'm usually, usually I'm, I mean it's every day all day long throughout the day. Again, I work closely with the guys every single day. I don't know, whatever a workday may consist of.

Q. Is it typically more than several hours per day?

A. Yes.

Q. Will you go into their dorm rooms?

A. No.

Q. Never?

A. No.

Q. How often do you go in the kitchen?

A. Once a week.

Q. And why do you do that?

A. Again, if I'm eating lunch with the

guys, how you get your lunch, you go in.

Q. You'll eat with the workers once a week?

A. Yeah, roughly.

Q. Do you interact with the workers in the evenings?

A. No.

Q. On the weekends?

A. No.

Q. Everything you've told me is about interacting with the workers, going to the fields, the bedrooms, the dorm rooms, the kitchen, is that all this true for 2015?

A. Yes.

Q. Does anyone from management go into the worker bedrooms?

A. No.

Q. So how do you check that the bedrooms are adequate?

A. That's Agustin's responsibility. That's one of his responsibilities. I just assure that everything is inspected and cleared prior to the help showing up.

Q. When is that?

A. That's usually two weeks prior to

their arrival date.

Q. So when in 2015 was that?

A. I don't know. Off the top of my head, I don't know.

Q. Could it have been in March of 2015?

A. Usually the camp inspection is in March, because I know that's usually when the water testing is.

Q. In 2015, you may have gone there in March and might not have gone into the dorms again for many months?

A. Correct.

Q. Who supervises the workers in the fields?

A. Agustin.

Q. And anyone else?

A. If we are running through a field, my uncle and I, if we see something out of sorts, at any time we do if we need to.

Q. Is Agustin the main supervisor?

A. Yes.

Q. And if a worker needs to be instructed on how to do his job, who does that instruction?

A. Agustin.
Q. And if a worker -- who would be involved in disciplining a worker?
A. Discipline? I mean short answer, I guess it would be Agustin, not that we ever had to do that, not that I know of.
Q. If a worker were going to be fired, who would fire the worker?
A. Ultimately, I guess me.
Q. Can anyone else fire a worker?
A. Legally, I think any of us could, any of the owners could, I believe so. If it's done in the proper manner.
Q. Could Agustin?
A. Could he? Legally, I'm not sure. I would not give him that -- it would depend on the situation.
Q. Has he ever fired a worker?
A. He probably has.
Q. Who is involved in hiring workers for the fields?
A. Mostly Agustin.
Q. If a worker has a question or complaint, who would they raise that with?
A. Primarily Agustin.

Q. And by the way, when I'm referring to a worker, a worker in the fields, I'm referring to the H-2A workers or the domestic workers doing similar work. Is that clear?

A. I understand, yup.

Q. And would there ever be an occasion for a worker to talk to someone other than Agustin about a question or a complaint?

A. No.

Q. How often do the workers in the field interact with people other than Agustin at the farm?

A. I don't know.

Q. How often do workers in the fields bring -- have a discussion about work issues with -- strike that.

All right. Who pays the workers in the fields?

A. So my uncle does every Friday at the camp.

Q. Is this Harry Marino, Jr.?

A. Yes. We have a secretary that does payroll in her office and my uncle physically sees that every man gets their check and signs their check on a three-by-five, each man has

workers.

THE WITNESS: On H-2A, we don't have control over that. You can't -- I don't think you can. As far as the domestics go, if we have return workers that, you know, inquire or they are looking to come back, then they have to go through a process.

BY MR. HEYMAN-KANTOR:

Q. What's the process?

A. Again, it's advertised on how to do it. There's a number to call. You make an appointment for an interview. Get a copy of the contract and go from there.

Q. And are workers ever rejected who want to work at Sun Valley Orchards?

A. They can be if they're not qualified.

Q. Has Sun Valley Orchards ever rejected workers who want to work in the fields?

A. I can't think of a direct instance that they were.

Q. And so for the non-H-2A workers, they're all interviewed at the farm?

A. In Mexico.
Q. Okay. The none H-2A --
A. I'm sorry the non-H-2As, yes.
Q. Who interviews them?
A. Agustin, because he speaks Spanish better than I do.
Q. Will anyone else meet with the non-H-2A worker during this interview process?
A. If need be, I will.
Q. Do you typically meet with them?
A. No.
Q. So typically, when a non-H-2A worker is hired, they just meet with Agustin?
A. Typically.
Q. Is that true for 2015?
A. Yes.
Q. Now, the H-2A workers, you say they interview in Mexico, who do they interview with?
A. I believe the company's name is CSI.
Q. Do you know what that stands for?
A. I forget. No, I don't. I forget.
Q. How does Sun Valley arrange for, you know, come to hire CSI?

hiring, is that all true for 2015?

A. Yes.

Q. So I would like to ask you a little bit about when the workers arrive at the farm. So what happens when the workers first arrive?

A. Well, they have what I like to say, what I like to call orientation of some sort. They're trained on, what's it called, safety and things like that around the farm. There's a video. They sign a roster that they were presented the video, that they understand everything on the video. The H-2A workers are, it's usually the day they arrive, they all go to the Social Security office, get a Social Security number.

They are then, then they come to our office and they're all, they all have a photo ID worker card that's clipped on their shirt and that's how they're identified every day. That's how they're clocked in each day for payroll. So yeah, they're all input into the system. They get their picture taken. They get their ID card. They go back to the camp. And they start work the next day after that usually. If there's -- if there's work.

Q. And that orientation process you described is for both non-H-2A and H-2A workers?
A. Yes.
Q. So you said "they," so you run the orientation or does someone else run it?
A. Agustin usually plays the video for them.
Q. And the video is about safety?
A. Mostly on the farm and just safe agricultural practices.
Q. And so we talked about the videos, anything else in the orientation?
A. No.
Q. Is anyone else from management present in the orientation?
A. Sometimes I may be there.
Q. Anyone else from management?
A. No.
Q. What about your Uncle Harry?
A. No.
Q. Just basically the video, they sign the roster after watching the video, is that it in the orientation?
A. Yes.

Q. Are they told anything about work hours?
A. That's all explained in the contract.
Q. So no?
A. No.
Q. Are they explained anything about housing?
A. If need be, if there's questions.
Q. Who would explain that?
A. Most likely, Agustin.
Q. Who else might explain it?
A. Maybe myself.
Q. And anything explained about meals?
A. That's in the contract as well.
Q. Anything said at the orientation about meals?
A. If there's a question.
Q. Who would explain that?
A. Agustin.
Q. Anyone else?
A. Maybe myself.
Q. And is everything you just said true for 2015?
A. Yes.

Q. So what would be said by either yourself or Agustin about housing at the orientation?

A. If the guys had any questions on as to where they're staying, where the bathrooms are, things like that, just answer any questions that might come up.

Q. And what would be said by either you or Agustin about meals?

A. I mean unless there's a question, I mean just explain to them that you get three squares a day and I don't know, just, I don't know what would need to be said. I couldn't even think if there has ever been a question.

Q. Would you explain the cost?

A. No, because again, that's in the contract.

Q. All right. Well, let's talk a bit about Agustin Hernandez. That's who we have been talking about a little bit already. So what are Agustin's duties?

A. Primarily labor, obviously.

Q. Can I just interrupt you for one second?

A. Sure.

Q. Everything you were telling me about this orientation, setting up the orientation, was that all true for 2015?

A. Yes.

Q. So let's go back to Agustin, we were talking about his duties.

A. Yes, primarily labor, obviously anything that may be associated with the labor. His responsibilities mainly would be to make sure things are going correctly in the field as far as harvesting, whether it be any kind of maintenance in the field, you know, pulling weeds, things like that. Thinning, you know, anything that the help may be doing as far as their jobs.

Also he takes, we, he assumes responsibility to keep the vehicles clean, swept out. Keep the camp clean. The kitchen is immaculate. The bathroom is clean. When I say he's responsible, he may dictate or I mean delegate to another worker to do those things, make sure that the bathrooms are transported from farm to farm or field to field, wherever they need to be. Water is in the field.

And I assume what you're really

A. Sometimes.
Q. What does he do with that?
A. He may have to drive one of the buses.
Q. And who else would drive the buses?
A. The other workers that are assigned as drivers for the buses.
Q. How are they assigned?
A. Well, they have licenses, if they know how to operate a vehicle. You know, they're kind of -- I believe that's part of the orientation, I guess you could say, to determine who is going to be operating the vehicles.
Q. And who chooses who is going to operate?
A. Agustin.
Q. So we've got supervises the workers in the fields, keeps the vehicles, camp, kitchen clean, transporting the bathrooms, water and workers, doing the meals, any other tasks?
A. Again, I'm sure there are.
Q. Are those the biggest tasks?
A. Yes.

Q. And how is he assigned those tasks?
A. How does he or how is he?
Q. How is he?
A. I guess collectively through my uncle and myself and he's been with us for so long, he just, he knows how we operate and how we do things.
Q. But at some point, someone in Sun Valley management instructed him to do these tasks?
A. Sure.
Q. How is -- is there anything else about his duties that should be mentioned?
A. I don't think so.
Q. How is Agustin paid?
A. Through us every week.
Q. How much is he paid?
A. I don't know that. It's whatever, the amount of work he's done that week, he's paid for his time and his -- I don't know the answer to that.
Q. Well, do you know like his rate of pay?
A. It varies. It's based on pack-out and performance of what he does in the field.

Q. Is that the same rate that he's paid during the growing season?

A. Yes.

Q. So he's paid the same hourly rate from February all the way to October?

A. Yes. I'm sorry. Yes.

Q. And then on top of that, when the field workers arrive, he's also paid an extra amount based on the amount of packages that his crews bring in?

A. Correct.

Q. What instructions has Sun Valley Orchards given Agustin in terms of having to do his job?

A. Again, he's been with us for so long, it kind of goes without being said. It's kind of one of those things. But at some point, yeah, I'm sure it was all spelled out and explained to him 25 years ago.

Q. Who likely would have explained that?

A. At that time, most likely my father, but collectively probably him, the owners at the time.

Q. Have you ever had to explain to him

how to do something?

A. I'm sure I have.

Q. And what kinds of things does Sun Valley management tell Agustin in terms of how to do his job?

A. Just how we would like things harvested, you know, we explain to him how we package things, so he understands how to harvest. We explain to him how we can sell certain products and how they have to appear or be packed out to be able to make it a marketable product. I don't know. I mean again, it just kind of, he kind of sees it, the gist of everything. He's one of the team players that he just sees the big picture and he understands. He has been there so long.

Q. And what instructions has Sun Valley management given him about how to supervise workers?

A. I don't know that I can say. I mean it may vary. I haven't had to do that for quite sometime, because again, his time that he has been there. We kind of, we respect how he conducts himself and how he would, he likes things done in the field, on the field level.

So we kind of, we let him police that. And if we see a problem, then we intervene.

Q. Have you ever intervened with a problem, has Sun Valley ever intervened?

A. No.

Q. Has Sun Valley Orchards ever considered disciplining him or firing him?

A. No.

Q. Has Sun Valley Orchards ever considered hiring another supervisor to supervise the workers in the fields?

A. No.

Q. What would be grounds for firing Agustin?

MR. SCHULTE: Objection. Speculation. You can answer, if you know.

THE WITNESS: Anything, any kind of criminal act against the company. Drugs. Just any kind of abuse, things along those lines.

BY MR. HEYMAN-KANTOR:

Q. What if he yelled at workers, would that be cause for discipline?

MR. SCHULTE: Same

whole line. We are talking about something that's complete speculation here. There's no facts of any of this.

THE WITNESS: Yeah, can I just say I don't know. I don't know.

BY MR. HEYMAN-KANTOR:

Q. What if he were selling beer at Sun Valley Orchards?

A. That's kind of the same angle, I think. If he was selling beer at Sun Valley Orchards? I believe that's between him and the help.

Q. So you wouldn't have a problem with that. You wouldn't tell him to stop?

A. I wouldn't encourage him to do it.

Q. Would you tell him to stop?

A. If it got out of hand.

Q. What does that mean?

A. If it got to the point where my workers couldn't work, and that's never happened.

Q. Does Agustin work for any other employers?

A. No.

Q. When he works for Sun Valley

Orchards, does he bring any of his own equipment?

A. No.

Q. And when Sun Valley Orchards pays him, does Sun Valley Orchards take out taxes?

A. Yes.

Q. Take out Social Security?

A. Sure. Whatever is required by law.

Q. Does Sun Valley Orchards give him a W-2 at the end of the year?

A. Yes.

Q. Does that W-2 cover all of his earnings?

A. Sure.

Q. Including the hourly rate that he's paid?

A. Yes.

Q. Including the amount he earns off the packages?

A. I'm sure it does.

Q. I want to talk a little bit more about your uncle, Harry Marino, Jr. So you said he directs the crew. What does that involve?

A. Well, basically, again, he, every

day, he speaks with Agustin and if it's not clear where to pick up where we left off the day before, he'll explain to him, he'll lay out the day and Agustin will disperse a crew accordingly.

Q. Will he tell Agustin which fields the workers should be working in?

A. Well, not the individual workers, he would leave that to Agustin, so no.

Q. So Harry will say, for example, we need workers to be in these different fields. He'll identify the fields that workers need to work in?

A. Yes.

Q. And will he state how many workers need to go in the fields?

A. He may.

Q. So he might say we need 20 workers to go to field X?

A. Correct.

Q. And does Agustin have, does Agustin have to follow those directions?

A. Yes.

Q. Okay. So Harry, when does he have this conversation, Harry, with Agustin?

A. Prior to the beginning of the workday. Maybe quarter of six in the morning, whatever, whenever time we're starting.

Q. And how many days a week does this conversation happen?

A. Most likely seven.

Q. Seven days? Yes?

A. I'm sorry, yes, yes.

Q. Does Harry have any other interactions with Agustin regularly?

A. No.

Q. Does Harry do anything else in terms of directing the workers?

A. No, usually, no.

Q. You said Harry is involved in setting the planting schedule.

A. Yes.

Q. What does that involve?

A. On how we schedule the actual plantings in the field, when we begin and where it's going to be planted. What's going to be planted, different varieties, things of those nature -- of that nature.

Q. Let me actually back up. In terms of directing, how does he know which set of

fields the workers do?

A. Again, he has been doing it all his life and he'll know what crop needs to be harvested first depending on what the weather may be. He may assume it might rain tomorrow or the next day, so he'll direct to go here first to be sure that that gets harvested, because that's more ready than say field Z. So he might do field X first. And it's just kind of an experience kind of thing where he'll take a visual and that's how he bases his decision.

Q. So will he drive out into the fields to observe?

A. Yes.

Q. And does Agustin ever disagree with Harry's decisions?

A. No.

Q. And now, earlier, you referred to, you have not talked about -- when you talk about management, you've talked about the owners of Sun Valley. Is there anyone who is not an owner who is also in management at Sun Valley?

A. Yes.

Q. Who?

A. Just a few other employees. They're employees, no ownership whatsoever, but they've shown responsibility and yes, they're in management.

Q. What are their names?

A. Dominic Marino. Monica Constantino. And I think that's generally it.

Q. What does Dominic Marino do?

A. He runs the packing house.

Q. Anything else?

A. Again, an array of -- a plethora of many other things.

Q. Does he doing anything involving workers in the fields?

A. No.

Q. What about Monica Constantino?

A. She also helps in the warehouse, shipping and receiving. Nothing with the labor.

Q. And is Dominic Marino is a relation?

A. He's my son.

Q. Why don't you refer to Agustin Hernandez as being in management?

A. And I'm sorry, and Agustin as well.

It just goes without being said, yes, Agustin as well.

Q. I want to talk to you in a little more detail about the workers in the fields. So in 2015 -- actually, let me back up. Is everything you just said true for 2015?

A. Yes.

Q. Okay. So in terms of what the workers in the fields do in 2015, did the H-2A and non-H-2A worker do the same tasks?

A. Yes.

Q. And would the workers be sent to multiple fields at once?

A. At once or in one day?

Q. In one day.

A. Yes.

Q. How many fields?

A. It would vary. Four, maybe five throughout the day, depending on where stuff is located and where we planted things that year. Each year is different. And each day is different.

Q. What would be the most number of fields you might have workers on in one day?

A. Four to five I would say.

Q. And how far apart are these fields from each other?

A. Some of them may be in close proximity to each other. Again, depending on the -- what the actual product may be, what's in season right then. Again, it varies.

Q. What would be the furthest that let's say one worker might be working from another worker in the fields on a given day?

A. Five, 6 miles.

Q. And are there different, are there different like crews would you say, like workers who typically work together at different fields?

A. Yes. Generally, the men police that themselves and they'll more or less form crews themselves, not themselves, but some men prefer working, they may be family, friends, things of that nature, where they would tend to want to work together as a group.

Q. And Agustin will decide which workers go to which fields?

A. Sure. If they request that, then that's absolutely, it just makes for, you know, no animosity, stuff like that.

Q. All right. Let's talk about the actual meals. So what is the arrangement? How do workers eat?

A. They're offered a meal plan for their breakfast, lunch and dinner that they can participate in or they can choose not to. Yeah, I mean that's pretty much the gist of it I guess.

Q. Who offers the meal plan?

A. Agustin does.

Q. And how much does he charge for it?

A. Again, I believe that varies, I don't know the exact answer to that. I know it's a weekly charge and whatever the -- what's it AR or AWR, whatever that acronym is, it never exceeds that. It's usually well below that.

Q. Are you referring to the adverse effect wage rate?

A. So I guess it's not that. There's a number that they determine, it's, I don't know what it is right now, what the current, I believe it's 12 something or 11 something per day and it's under that. Always is. He knows he cannot exceed that.

Q. How does he know that?
A. He's told, I tell him. Because each year, I believe it changes almost every year, I believe.
Q. So you tell him each year what the new rate is?
A. Yes, I'm sorry.
Q. And did you tell him that in 2015?
A. I'm sure I did.
Q. At the beginning of the season?
A. Yes.
Q. And do you remember in 2015 when you had this conversation with him?
A. No.
Q. And what else did you say to him other than that maximum rate?
A. Nothing.
Q. And what other things -- scratch that. And you said you eat there once, you typically eat there once a week?
A. Maybe a little bit less than that, but typically.
Q. And how much does he charge you?
A. Normally nothing.
Q. Anyone else from Sun Valley

management eat there?

A. No.

Q. Why do you eat there?

A. Comradery with my men.

Q. And how does Agustin determine how much to charge the workers other than going below that maximum rate?

A. He bases it on his cost of buying the supplies, what it costs to prepare it, and there's no profit made and he can't lose money. There's no profit made. So that's what it's based on.

Q. How do you know there's no profit made?

A. I make sure he knows -- he knows the laws. He goes to meetings with me. He knows the laws.

Q. So you've told him that you can't make a profit off this?

A. Yes. And he's been told that at meetings and he understands that.

Q. What meetings are these?

A. Labor meetings that are held throughout the different counties that, you know, prior to the season beginning and there's

meetings held.

Q. So he -- these are meetings with the US Department of Labor?

A. Yes.

Q. And he will come to those meetings?

A. Yes.

Q. Will he come with people from Sun Valley management?

A. With me.

Q. And he did this in 2015?

A. Yes.

Q. And did you ask him to come with you to this meeting?

A. Yes.

Q. Why, why did you ask him to come with you?

A. Because he's directly responsible for that.

Q. What do you mean for that?

A. For the meals. I want him to be aware of the rules and regulations.

Q. So how do you -- is he paid during the time that he comes to the meeting?

A. No.

Q. When does the meeting take place?

A. Yes. And he, yes, he keeps all his receipts, yes.

Q. And Sun Valley management has asked him to do that?

A. Yes.

Q. Is that you who asked him to do that?

A. Yes. It's brought up at the meetings that should there be an issue or a question, that's going to have -- that's required. That's the first thing they're going to ask for.

Q. And that is the meetings with the US Department of Labor?

A. Yes.

Q. So in addition to that, there have been other times when you told him, when you told Agustin that he should keep his receipts?

A. Yes.

Q. And has Sun Valley, anyone from Sun Valley Orchards asked to look at those receipts?

A. No.

Q. Never?

A. I don't think so. I haven't.

Q. Okay. So it seems like we have three things now, don't make a profit, don't sell the meals for more than a certain amount, keep your receipts. Is there anything else besides that that Sun Valley Orchards has told him to do with respect to the meals or the kitchen?

A. Just -- no, I don't think so.

Q. It seemed like you were about to say another thing.

A. No, I think that's it.

Q. Now, when did Agustin start being in charge of the kitchen?

A. 2015. Prior to that, he was still in charge of the kitchen, however, we -- yeah, 2015 that he was fully in charge of the kitchen.

Q. And why the change?

A. It just felt like us -- we had nothing to do with it anyway, so we just let him assume all responsibility.

Q. So what was it like before 2015?

A. The only difference was we paid the cooks. That is it. They got a paycheck from Sun Valley. Other than that, nothing changed.

Q. So if workers did not want to eat, did not want to participate in the meal plan, how would they -- what would they do?

A. I guess they would prepare their own food.

Q. And how would they do that?

A. However you prepare food I guess. We were, we're required to bring them to town once a week, which we do. And they can purchase food that way, I would assume and take it upon themselves to pay way more than 11 bucks a day to eat. I'm not sure why they would do that, but I guess they could do it that way.

Q. And could they cook in the kitchen?

A. We would accommodate, he would accommodate, if need be.

Q. How do you know that?

A. I guess I don't know anything for sure, but I mean I would assume that he would. He would accommodate however need be.

Q. I mean did you ever tell him or did anyone at Sun Valley ever tell him that he needs to allow the workers to cook on their own in the kitchen?

A. No.
Q. So why do you think he would accommodate them?
A. Because I've seen guys in there before, you know, I'll get done some days relatively late and I'll be going through just passing through and I may peek in and I'll see guys in there making grilled cheese or whatever.
Q. What time is this, what time of day?
A. It varies. Like 8:00 o'clock. 7:00 o'clock, well after the guys have been home and they've eaten supper. I've seen that in instances.
Q. 7:30 p.m.?
A. Yes.
Q. Do you ever see them cooking at other times in there?
A. No, because again, I'm always working.
Q. You eat lunch once a week there, do you ever see them, workers cooking on their own during lunchtime?
A. No.

Q. Have you ever talked to workers about whether they use the kitchen to cook on their own?

A. No.

Q. So you were saying that workers can be, get transported outside of Sun Valley?

A. Yes.

Q. Let me, let me -- so Agustin basically had complete control over what happened in the kitchen?

A. Yes.

Q. So if he wanted to prevent a worker from cooking there, he could?

MR. SCHULTE: Objection, speculation. Go ahead, if you know.

THE WITNESS: I would assume so.

BY MR. HEYMAN-KANTOR:

Q. I mean would Sun Valley do anything to stop him from doing that?

MR. SCHULTE: Again, same speculation.

THE WITNESS: I don't know.

BY MR. HEYMAN-KANTOR:

Q. Who would know?

A. It would be me. I don't know if -- that's never been an issue, so I don't know what the situation would involve.

Q. So you're saying that Sun Valley Orchards provides free transportation to workers once a week; is that right?

A. Yes.

Q. Was that during 2015?

A. Yes.

Q. For the entire growing season?

A. I believe so.

Q. Did they do that, did Sun Valley Orchards do that in 2014?

A. No.

Q. So when did it first start?

A. Fifteen.

Q. When in 2015?

A. I'm not sure of that. I could look at our records, because we, obviously, we get charged for when they provide that service.

Q. A bus company provides the service?

A. Yes.

Q. What's the name of the bus company?

A. B.R. Williams.

Q. B.R. Williams?

A. No.
Q. Do you know if Agustin kept receipts for these items?
A. I don't know.
Q. So you told him to keep receipts for the meal purchases?
A. Yes.
Q. But did you tell him to keep receipts for these purchases?
A. No.
Q. Why not?
A. Because by law, I'm required to keep the receipts for the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards.
Q. So Sun Valley Orchards offers the meal plan, but not --
A. We offer it in the contract. It's known to them that we will, Sun Valley Orchards as a company has the means to provide a meal plan.
Q. And that is true for 2015?
A. Yes.
Q. So the guarantee is that Sun Valley Orchards in 2015 -- okay. Scratch it. I got

Q. Do you know about that document?
A. Yes.
Q. What was your role in creating that document?
MR. SCHULTE: Not even an objection, if we can clarify, he wasn't creating the form, is there a particular document that you're asking about?
BY MR. HEYMAN-KANTOR:
Q. The ETA 790 job order for the 2015 growing season, did you have a role in completing the contents of those documents?
A. Yes.
Q. What was your role?
A. Spelling out I guess the way we farmed, what we farmed, how we farm it and how we harvest it, how we take care of it and I did that collectively with Theresa.
Q. Did anyone else at Sun Valley Orchards have a role in filling out that form?
A. Not directly filling it out, but there was discussions between my uncle and I.
Q. Harry Marino, Jr.?
A. Yes.

Q. Did he give you a recommendation about how to fill out the form?
A. No.
Q. What were the discussions about generally?
A. The wording. The commodities. The one-on-job descriptions, things of that nature.
Q. And then you had a conversation on the phone with Theresa?
A. Yes.
Q. This is Theresa Ward from the NAC?
A. Yes.
Q. Did you actually, do you personally type into the form or did Theresa do that?
A. No. I probably scratched down a few things on paper handwritten or I might have even, probably handwritten or maybe e-mail and just suggestions and then her with her experience doing this for so long, she came back with a few suggestions and between the two us, we ironed out a final ETA.
Q. Did you review the entire, and I'm speaking now, we're speaking now about both job orders that were effective for the 2015 season.
A. Yeah.

Q. So --
A. They should have been almost identical, right? I believe they were.
Q. I don't remember but. So you had a conversation, there were some things you wanted in there and she typed it up and she sent it back to you; is that correct?
A. Uh-huh. Yes.
Q. And then did you review the document?
A. Yes.
Q. Was it all accurate?
A. There was most likely a few changes I wanted to make and then she made them and then, like I said, we probably -- it probably went back and forth a few times until we came up with a document that we were both satisfied with.
Q. And then you signed the document?
A. I don't think I signed that document particularly. But there is a signature page saying, stating that I reviewed the whole contract and like the whole, everything from soup to nuts and the whole packet that she puts together. That the

addresses of each farm were correct, that the contract, all that stuff, there's a signature page for that that I reviewed and approved everything, so yes, I did.

Q. You did review it before signing it?

A. Yes. Yes.

Q. And at the time, did everything look accurate to you before you signed it, the forms?

A. Yes.

Q. And now in hindsight, were those forms accurate?

A. As far as job description and all?

Q. Were there any details in the job order for 2015 that now you think are inaccurate?

A. The -- I don't know what you call it, the clause, there was a portion of it that I don't know if it was clear on the use of the kitchen and the meal plan.

Q. And what was inaccurate about that?

A. Now it's all cleared up. It could have been skewed or misinterpreted that the guys were going to be just generally

free-for-all in the kitchen, 100 guys making their own meals, when you could never have that. You could never build a kitchen big enough for that to happen. It's more spelled out. It's much more clear.

Q. And how did that -- why were the 2015 job orders written that way?

A. I don't think there's a particular reason. I just think it was an oversight.

Q. And that part of it, was that description about the kitchen and the meals, was that written?

A. That was revisited and reworded, but everything else in there is pretty much verbatim the same as it was.

Q. And what prompted you to or Sun Valley to reword that?

A. This problem.

Q. You're referring to the US Farm Labor investigation?

A. The lawsuit, yeah. Because of some miswording, we're all here today, a misunderstanding. Whatever you want to call it. Oversight.

Q. Do you think the wording in the

2015 job orders was misleading?

A. Do I think that directly? At the time, I didn't. Again, it was an oversight.

Q. What do you think now?

A. And that was the first time I ever had to do that. What do I think now? Hindsight is 20/20 as to what I think now. Do I think it's accurate as I sit here right now, no, that's why I changed it.

Q. So in hindsight, you think that the job orders for 2015 were inaccurate with respect to the kitchen and meal plan?

A. I guess you could say that, yes.

Q. I would like to introduce what -- can we mark this as Exhibit 12?

- - - - -

(ETA Form 790 Bates DOL01466 to 1485 marked R. Marino Exhibit 12 for identification.)

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Take a look at that document and tell me if you recognize it. These documents are Bates stamped DOL01466 through DOL01485.

A. This is a new contract, this is the

the amount of money per day, those first few sentences are also accurate for the 2015 growing season?

A. Yes. Should have been. I know it wasn't worded that way.

Q. The 2015, the job order for 2015 should have been worded this way?

A. Yes.

Q. Now, here it says, and directly after that it says, "Workers will sign a payroll deduction authorization." Do you see that?

A. Uh-huh. Agustin doesn't do that. When they pay up, and they pay for the meal plan, they sign a roster and I believe he gives that to Lisa and she has those on file somewheres in the office in a filing cabinet somewheres.

Q. So after the 2015 growing season, workers paid for their meal plan through a payroll deduction?

A. Oh, no, no, no. No, they sign -- I'm sorry, I misheard you or misinterpreted what you said. Where is that?

Q. Fourth line down from the top.

Q. Does Sun Valley receive any money for the meals?
A. None whatsoever.
Q. Do you profit from that at all?
A. None whatsoever.
Q. If anything, are there expenses that Sun Valley incurs relating to the kitchen?
A. Yes. There's cooking gas, heating fuel, electric, things of that nature, repairs if need be.
Q. Do you separately pay Agustin for running the kitchen?
A. No.
Q. And does his pay vary based on whether workers chose the meal plan or not?
A. No.
Q. You talked about domestic workers applying for the job. If a domestic worker called the phone number that's listed on the 790 to apply, what would your practice be?
A. Just follow the protocol of the hiring process. Schedule an interview or however it's spelled out in the contract and how we would go about doing that.
Q. And do you prepare a recruitment

camp. It's our well. You know, we're going to house people in it and I -- we just take it upon ourselves to pay those.

Q. Is the bill separated between the charges for the kitchen versus for the other parts of the farm?

A. Yes. It has got its own electric meter. It's got its own fuel tank, it's own gas tank. When the plumber or electrician, whoever, carpenter comes to do repairs, they state it on there what it's for.

Q. Do you ever ask -- did Sun Valley Orchards ever ask Agustin Hernandez to reimburse it for these expenses?

A. No.

Q. Why not?

A. He's a respected employee and out of good faith I guess, just doing the right thing.

MR. HEYMAN-KANTOR: That's all I have.

BY MR. SCHULTE:

Q. Last round. In here, in the 2016 order that we talked about before, it says employers will furnish three meals a day, is

C E R T I F I C A T I O N

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on April 19, 2017, and that this is a correct transcript of same.

Robin L. Clark
Registered Professional Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Tuesday, April 18, 2017

- - - - -

Oral Deposition of AGUSTIN HERNANDEZ, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:51 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
and JACOB HEYMAN-KANTOR, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
heymankantor.jacob@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

ALEIDA PENTLAND, Interpreter

- - - - -

- - - - -

ALEIDA PENTLAND, having been duly sworn, translated the following questions from English to Spanish and Spanish to English as needed as follows:

- - - - -

AGUSTIN HERNANDEZ, having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. GLICK:

Q. Good morning. My name is Jason Glick. With me today is Jacob Heyman-Kantor and we represent the Secretary of Labor in the case called in re: Sun Valley Orchards, 2017-TAE-00003. And we represent the administrator of the Wage and Hour Division in the case called in re: Agustin Hernandez, 2017-MSP-00002.

Mr. Hernandez, as I'm sure Mr. Schulte has explained, I'm going to ask you some questions today. And it's very important that you respond verbally so that the court reporter will be able to record your answers.

A. Yes. Yes, I did.
Q. Who did you prepare with?
MR. SCHULTE: Objection.
Assumes facts not in evidence.
BY MR. GLICK:
Q. Did you prepare for this deposition with anybody else?
A. No, but the lawyer.
Q. Did you review any documents in preparing for the deposition?
A. No.
Q. In 2015, did you work for Sun Valley?
A. Yes.
Q. What kind of work did you do for Sun Valley?
A. I do, I'm a crew chief and my job is to make sure everything gets done right with the workers in the field. I'm in charge of that.
Q. And what does being a crew chief involve?
A. In the field, showing the guys, teaching the guys how to do jobs, how to work. And at the camp, make sure everything is okay.

The meals, like I -- I'm in charge of that too.

Q. Is there anything else that your work at Sun Valley in 2015 involved?

A. No, other than that, no.

Q. Were you involved in arranging the transportation of Sun Valley's workers between the camp and the fields?

A. No. Well, there is the vans from the company, the buses from the company and I taught them how to use them and I, I send them to the field. That's it.

Q. Were you involved in distributing paychecks to Sun Valley's workers?

A. No. No.

Q. Were you involved in hiring Sun Valley's workers?

A. No. No, the H-2A workers, no.

Q. Any other workers?

A. They, they called me and to, to, I don't know if it's called to hire, if it's called, they make me hire the guys, but they sometimes, most of the times, they call me to look for an opportunity to come. And I make a list of the guys I want or the guys I pick and then I hand it to the office and they send it

Like supervising is like 100 percent. Because I supervise everybody in the field. It's my job.

Q. Do you also spend time making sure the camp at Sun Valley is okay?

A. Yes, because I go back and forth. The fields are close by and I go back and forth.

Q. Do you spend more time making sure the camp is okay?

A. No. No. I spend more time in the fields.

Q. What does keeping -- what does making sure the camp is okay involve?

A. It looks clean, to be clean. Outside, outside the trash, especially the bathrooms, because there's a lot of people in the bathrooms. It's a mess. So I have to, I have to leave one of the guys, one of my workers, they stay every morning, you know, to clean it up. And then I come to supervise and then I come back to the field.

Q. What camp is that?

A. What camp, the one we have on Route 45, 1321 Route 45.

A. I don't remember. It's a long time ago. About every year he told me that. Maybe, I don't know, since he start to be more focused on the job, he was like, I don't know, maybe ten years ago.

Q. Was anyone else from Sun Valley involved in determining who drove the vans?

A. No.

Q. And in 2015, were you in charge of meals at Sun Valley?

A. Yes.

Q. Could you tell me about that?

A. Yes. When, when I knew that the H2 workers they were going to come to work. I talked to Russ about that, how we want to charge them. Because I hear in other camps that they got their own little camps, you know, and they cook their own meal. But like in this company, we have only one big kitchen. So, so for everybody to go and cook in that same facility is not, you know, it's a mess. It can't be. So he told me that we can, you know, keep the way we were doing, you know, charging the guys, collecting from the guys, but he told me to make, to be in charge for that and like

I, I talked to the guys about that when they first came, about, you know, everybody go in one kitchen and you know, it's not possible for them to cook everybody. So I hire the cookers, you know, the cookers in there and they, everybody agreed. They thought that was a good idea. And we, we keep, we kept doing that. So I, I charge, we charge -- I charge $80 a week. I collect the money from them. And then I am in charge for buying everything and pay the cookers.

Q. Did the meal plan work the same way in 2014?

A. Yes. No. No, no. The 2014 behind, they -- almost the same, but they pay less, because the company pays, used to pay the cookers, two persons in the kitchen. So they pay, they pay less money. They pay less money. But I was in charge for buying, went to the grocery store and you know, supply, buy all the supplies.

Q. When did the meal plan at Sun Valley start?

MR. SCHULTE: Objection to calling it a meal plan at Sun Valley.

THE WITNESS: I have been in the kitchen for quite a bit years and I have been doing like that every year. So it has been like, I don't know, over ten years.

BY MR. GLICK:

Q. How did that arrangement start?

A. Again, since we start to get a lot of people, they didn't have the facilities to, for everybody to cook, so we have only one big kitchen. And always I talk to the guys about, you know, getting, getting, paying the kitchen or they can, you know, get food from outside.

Q. Did you discuss that arrangement with any of the Marinos?

A. Yes.

Q. Who?

A. Harry, Russ.

Q. Was that Russ?

A. Russ, Jr.

Q. When did you have that first conversation?

A. A long time ago. I think we started, we opened the kitchen, first opened the kitchen like in 1995 or six. I don't

remember. Since we start doing that, you know, for the guys to pay, to pay me, to pay us -- to pay me for to cook the meals, a long time ago.

Q. And in those conversations with Sun Valley with the Marinos about the meal plan, what did you discuss?

A. Nothing, just about how much I was going to charge and that's it.

Q. Did they tell you that you should charge the workers?

A. No.

Q. Did you ask if you could charge the workers?

A. No, no, I didn't ask. I know that I have to collect the money to buy food.

Q. Who decided that there would be a charge to the workers for the meal plan?

A. Who decided? I think me. It was me, I talked to them and we both agree and I charge the guys.

Q. Who did you talk to?

A. I think at that time, it was Harry I think. Harry Marino.

Q. Did you talk about how much to charge the workers?

A. No. I told them how much I was charging, but I never, you know, because this is how, how the expenses work, you know, like I buy everything and then it's more or less about how much it comes to.

Q. How is the amount of the meal plan charge determined?

A. Based on how much I spent in the grocery store and how much I'm paying the cookers. And then Russ Marino, he give me, I don't know what you call it, it's a limit that I don't -- we don't have to pay -- they don't have to pay more. It was a limit of the money, I don't know if you understand. It's a limit. And based on that, you know, it's more or less what it comes to.

Q. Tell me about that limit.

A. Russ Marino showed me one -- some notice from, I don't know where he got it, it says, like it's a rule or like a law or, I don't know. The workers don't have to pay more than 80, I think he said 80, $83 per week or so much per meal.

Q. When did Russell Marino show you that notice?

A. Last year.
Q. In 2016?
A. Uh-huh.
Q. Before 2016, did any of the Marinos tell you that there was a limit on how much the workers could be charged for meals?
A. No, no, before 2016 and 2015, no, it was in 2015 he give me that notice. But before, no. Before '15, no.
Q. In 2015, about how many hours a day did you spend at Sun Valley doing work related to the meals?
A. I don't know, I go back and forth. Maybe, when I was busy, maybe a couple of hours. And when I was not at work, I was in the kitchen. Like when it's slow or it's raining or I don't work, I spend the day in the kitchen.
Q. Whom did you recruit to work at Sun Valley in 2015?
MR. SCHULTE: Objection. Facts not in evidence. Object to the form. You haven't shown that he recruited anybody.

only like, only I put for me, I put only at that time, I remember I think 15, like ten or 15 guys. The rest of the guys, the agency in Mexico sent the group of guys.

Q. For the non-H-2A workers at Sun Valley in 2015, did someone keep track of how many people there were?

A. Yes, them, Russ Marino and Harry Marino.

Q. Do you know how they kept track?

A. I think they, they got everything, their computers, the computers in the system.

Q. Were there workers who came to Sun Valley in 2015 who were turned away because there wasn't enough work?

A. No. There's always a lot of work in the company.

Q. Were there workers who called you in 2015 whom you told not to come?

A. No.

Q. Were there workers at Sun Valley in 2015 who you hired in a previous year?

A. Yes.

Q. When did you hire them?

A. There were regulars, we're talking

Q. In 2015, did you help any workers travel to Sun Valley from anywhere outside of New Jersey?

A. No.

Q. How many groups of H-2A workers came to Sun Valley in 2015?

A. Two. One in April and one in June, two groups. But then the first group, they came in April. They didn't like the job and they quit, 19 guys. And then they let, they left us. And he told me that he talked to Theresa and they replace the guys, they make another order, so they came in like at the end of May. They came another group, different, so there was two groups I guess.

Q. When the first group arrived at Sun Valley, who told them about the housing?

A. When they -- when they -- when they work here, when they get, when they all here, I talk to them and I told them about the facilities and all that. I explain.

Q. What did you tell the group of H-2A workers who arrived in April 2015 about the housing?

A. That we had the rooms that if

it's -- we have bunk beds, showed them the bathrooms. The kitchen, I told them about the kitchen, about the meals. I told, I explained to them everything. What we were going to do, cutting asparagus.

Q. Did you explain anything else to them?

A. Just the rules for the camp, nothing else.

Q. What were the rules of the camp?

A. Not to, not to keep problem, they have to go to bed early, so the guys can rest. No problems. You know, rules. Keeping the bathrooms clean. Rules.

Q. What did you tell the workers who arrived at Sun Valley in April 2015 about the work hours at Sun Valley?

A. I think I gave them, they are given some kind of, I don't know if it's like a contract, the contract thing. They sign something about explaining what they were going to do.

Q. Did you explain anything to the April arriving workers at Sun Valley about the work hours at Sun Valley?

A. Yes.
Q. What did you explain?
A. That we were going to work by the hours and the hour increase, 11.66 at the time.
Q. Did you tell them how many hours that they would work a day?
A. Yes, yes. I told them that too. I told them that we can work up to ten, 11 hours a day, but they, sometimes they, some of them, they don't want to work. They just let me know, then they'll stay in the camp. And sometimes, we were slow. Sometimes we, work a couple of days, sometimes three hours, sometimes, you know, up to ten, 11 hours a day.
Q. For the H-2A workers who arrived at Sun Valley in June, did you tell them anything different?
A. No.
Q. Did you tell the H-2A workers who arrived in June anything different about the housing?
A. No. I told them the same thing.
Q. What did you tell the H-2A workers in 2015 about the meals?
A. Same as I say before, that we have

only one big kitchen. There wasn't enough room for everybody to cook. The cookers, the person in charge, you know, to cook the meals and they say yes. And but I told them like every time I told them, anybody don't like, don't want or don't like, don't want to pay or don't like the food, they are free to eat outside or to order a delivery meal. It's up to them. They got that option.

Q. When did you explain all this to H-2A workers?

A. When they come. As soon as they come. 2015 and 2016, this year, we have the first group, first two groups they came and I told them the same thing.

Q. Did you explain anything differently in 2016 than 2015?

A. No, I explained it every year. It's the same.

Q. What kind of food is provided at the meals?

A. We got different, different meals, We cook different meals with, it could be pork meat, chicken meat, beef meat, fish. We always we got rice and beans and tortillas.

Q. How many meals are there a day?
A. It's in the morning, we got coffee and bread. And before we go to work. And at lunchtime, at 12:00 o'clock, and in the afternoon, when they come at 5:30, 6:00 o'clock, it depends on what time we come, we finish. So it's two meals and one breakfast.
Q. Where is the breakfast served?
A. At the camp before we leave.
Q. And what about the other meals?
A. At camp.
Q. So --
A. Sometimes, we got a farm far away, but we have all conditions there and we have tables and you know, to eat and we, I bring the food there.
Q. So when the workers in 2015 paid $80 a week for meals, that covered the breakfast, the lunch and the dinner?
A. Yes.
Q. Did you provide food to Sun Valley's workers other than those three meals?
A. No. No meals, no other meals before that, before that.

Q. Did you sell any other food to Sun Valley's workers in 2015?

A. No food, no food. I, I got in the kitchen, I got, I sell like just like chips, but it's not food, it's just a snack. They call them snacks.

Q. What else do you sell in the kitchen?

A. Soda.

Q. Anything else?

A. The Monster, the drink, the Monsters and the Red Bull and the chips, the honey buns, honey buns. I don't know, sweet bread, bread.

Q. What else do you sell in the kitchen?

A. That's it.

Q. How much do you charge for the chips?

A. Seventy-five cents.

Q. Was that the price in 2015?

A. Yes.

Q. In 2015, how much did you charge for the soda?

A. A dollar.

Q. How much did you charge for the Monster?
A. 1.50.
Q. How much did you charge for the Red Bull?
A. 1.50 too.
Q. How much do you charge for the sweet breads?
A. It was 75.
Q. The sweet breads cost how much?
A. Seventy-five cents.
Q. Where in the kitchen did you sell these items?
A. I have a little box, little boxes. I have a couple of refrigerators. It's not, it's not a whole lot, it's just, just a few.
Q. How many refrigerators are there in the kitchen?
A. Four, five. Five.
Q. There are five refrigerators in the kitchen at Sun Valley?
A. Yes.
Q. And these snacks are located on top of one of the refrigerators?
A. Yes, but only a couple of boxes,

it's not in one -- yeah, the refrigerators, yeah.

Q. Are there other places that you store these snacks?

A. I got a little rack, at that time, I had a little rack on the entrance, yeah.

Q. Any other place that you store the snacks?

A. No.

Q. Any other place that you store the sodas?

A. Yeah, a little room I call the storage room, I call the storage room.

Q. Where is the storage room?

A. It's inside the kitchen.

Q. Who owns the kitchen?

A. Sun Valley.

Q. Who owns the refrigerator?

A. Sun Valley.

Q. Does Sun Valley own all five refrigerators?

A. Yes.

Q. Are there other freezers?

A. A chest freezer, yeah, for the meat, yes.

Q. How many?
A. Two, two, one big and one small.
Q. Who owns those freezers?
A. Them.
Q. Sun Valley owns the freezers?
A. Yes.
Q. Who owns the stove at the kitchen?
A. Sun Valley.
Q. How many stoves are there?
A. Two.
Q. What about the blender?
A. The blender?
Q. Is there a blender in the kitchen at Sun Valley?
A. Yes.
Q. Who owns the blender?
A. I think, I guess the guys, because I bought it with the, you know, when I collect the money, you know, little things that I need in the kitchen, I bought it from the Sun Valley.
Q. Are there other appliances in the kitchen that Sun Valley bought?
A. A microwave and blender and the air conditioner. We got three air conditioners,

because it gets really hot in the summertime.

Q. Sun Valley purchased the air conditioners?

A. No, I did.

Q. Who pays the electricity for the kitchen?

A. Sun Valley.

Q. Does Sun Valley pay for the gas bill at the kitchen?

A. Yes.

Q. When did Sun Valley buy the refrigerators in the kitchen?

A. I think the last, the last one they bought was like five years ago I think. But before when we start with the kitchen, they bought everything. The refrigerators has been old. They're old. Some of them, they're old. And I mean, yeah. They pay.

Q. Who owns the microwave in the kitchen?

A. The guys, because I bought them a microwave with the food money. Uh-huh.

Q. Could the guys take the microwave home with them at the end of season?

A. If some of them want, I think they

need to, yeah, I guess. Yes.

Q. Could the guys take the blender home with them at the end of the season?

A. Yes.

Q. Did anyone try to take the blender home?

A. No.

Q. What would you say if they tried to take the blender home?

MR. SCHULTE: Objection. Calls for speculation.

THE WITNESS: I don't know.

THE INTERPRETER: Could I go to the ladies' room for a second?

MR. GLICK: Yes. Is it okay if we take a short break?

MR. SCHULTE: Yeah, sure.

- - - - -

(A recess was taken at this time.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I just want to remind you, we have a Spanish language interpreter available. Do you understand that?

A. Yes.

Q. What language do you prefer to take this deposition?
A. Let's keep it in English. Yes.
Q. Will you tell me if you prefer to have the Spanish interpreter translate any of my questions?
A. Yes.
Q. The coffee and the sweet breads that were part of the meal plan in 2015, those were served at the kitchen; is that right?
A. Yes.
Q. Were there any snacks served to workers in the fields in 2015?
A. Only, only sodas, drinking sodas.
Q. Were there any pastries provided to the workers in the fields in 2015?
A. Yeah, sometimes, uh-huh.
Q. Who provided those?
A. Me.
Q. Did you sell those pastries to the workers?
A. Yes.
Q. How much did they cost?
A. Seventy-five cents.
Q. How many days a week did you sell

pastries to the workers in the fields in 2015?
A. It depends. Maybe five times, sometimes six. It depends on how long we work.
Q. That was six times a week, five or six times a week that you sold pastries?
A. Yes.
Q. So is it fair to say that you sold pastries to the workers in the fields almost every day in 2015?
A. Yes.
Q. Other than the pastries, were there other snacks that you sold to the workers in the fields?
A. No.
Q. Other than the sodas, were there other beverages that you sold to the workers in the field?
A. No.
Q. Did those sodas that you sold in the field include Monsters?
A. Just sodas, like sodas.
Q. What else does sodas include?
A. Sodas and Red Bull or Gatorades.
Q. Did you sell water?
A. No.

Q. Do you sell juice?
A. No.
Q. Were the prices of the sodas that you sold to the workers in the field the same as the prices --
A. Yes.
Q. -- being sold in the kitchen?
A. Yes, yes.
Q. And those sodas weren't included in the $80 a week charge for the meals?
A. No.
Q. And what about the pastries that were sold in the fields for 75 cents, were those included in the $80 a week charge?
A. No.
Q. What else was not included in the 80-dollar a week meal charge?
A. What is not, nothing, no.
Q. What time during the day did you sell the sodas in the fields to the workers?
A. Usually around 8:30 or 9:00 o'clock.
Q. 8:30 or 9:00 o'clock in the morning?
A. In the morning, yes.

Q. What other times?

A. Sometimes when it's too hot, when it gets too hot, around 3:00 o'clock. Break time. We got a break time, 15 minutes break time. We got 8:30 or 9:00 o'clock, we have a 15-minute break. And 3:00 o'clock, we got another 15-minute break.

Q. How often did the workers in fact take the 8:30 or 9:00 a.m. mid-morning break?

A. Like I said, it depends on the -- how long we're going to work, depending on the weather. But it's almost, let's say almost every day.

Q. And what about the 3:00 o'clock break, how often did the workers in fact take that break in the fields in 2015?

A. Almost every day.

Q. Were there any times that the workers took breaks in the fields that you didn't provide sodas for sale?

A. Yes.

Q. When?

A. When they -- when I -- when I working with a group, and there's another group in another farm, they just take the break by

A. No. No, I don't think so. No.
Q. When did they pay you?
A. Some of them, they pay me at the end of day. And some of them, they pay me when the paycheck, when they get the check, paycheck.
Q. Did they pay you, for the workers that paid you after they received their paycheck, in 2015, did they pay you cash?
A. Yes.
Q. Did they pay you cash after they received their paycheck?
A. Yes, after they receive their paycheck.
Q. How did the workers in 2015 cash their paychecks?
A. Okay. Harry Marino come to the camp and he make us sign the receiving check, some signature check. I don't know, however you call it and they got the check and they sign it and they hand it to me, they hand the check to me. And I go, I go to the bank and I cash the check. The office at Sun Valley, they send, they e-mail to the bank, they make it easy. They send the list to the bank so when

I'm -- when I go for the pile of checks, they got the envelopes with the money. You know, with everybody's name. They check and they, I get all the envelopes and I bring it to the camp. When they finish, I hand the checks to everybody.

Q. Did you ever remove any money from the envelopes before giving the checks to the workers?

A. Never, never, never, no. I never do that. I never did it. I never would, no.

Q. How did the workers pay the $80 weekly fee for the meals?

A. Cash.

Q. When did they pay the cash?

A. On Friday, Friday. Friday afternoons.

Q. What day of the week did the workers receive the cashed Sun Valley checks?

A. Friday, Friday afternoons.

Q. Did you keep track of the workers that paid the 80-dollar weekly fee?

A. Yes.

Q. How did you keep track?

A. Okay. They send me a list from the

office. It says a list of all the workers we have. It says meals and they have transportation. And then every, every one of them that they pay me, they look for their name and they sign.

Q. And what does it mean when they sign?

A. That they paid, that they pay. That they have paid the meal.

Q. Why did you keep track of that?

A. Because it's a requirement, the Department of Labor asks for that.

Q. How do you know it's a requirement?

A. Because -- well, because I think we had to -- they had to have a proof that they pay and they received the meal. It's like saying that he pay you and he's receiving the meal. He's received the meal during that week.

Q. Who told you to keep track of that?

A. Sun Valley.

Q. Who at Sun Valley?

A. Russ, Russ Marino, Russ, Jr.

Q. When did he tell you to keep track of that?

A. In '15.

A. They say that, I don't know. For me, I can't take the Monster. It's bad for my heart I know. My stomach doesn't take it. I hear sometimes the guys say they are starting to feel bad from the Monster, heartburn. I don't know. I don't know.

Q. Do you still have the lists from 2015 of the workers who signed for having paid the $80 a week for their meals?

A. I don't, I don't have it. But I think this guy, the inspector, he's a Spanish guy, he took a copy of everything. When he came to the camp, he took a copy of everything.

Q. Did Sun Valley make any copies of the records before the inspector took them?

A. I'm not sure.

Q. Did you ever give any of those signature records to Sun Valley?

A. No. In the '15, I know this guy, the Department of Labor, he took them all. Then he brought, he brought them to me, back to me, but and -- yeah. No. No. I think they'll have it. Somebody will have it.

Q. In 2015, did Sun Valley ever check whether you were keeping records of the workers

who paid for the meals?

A. They asked me a couple of times, yes, they asked me. But I didn't, they didn't see --

Q. What did they ask you?

A. If I, if I have every, if I was keeping everything on track, if I was keeping everything track of everything. And I said yes.

Q. Who asked you?

A. Russ Marino.

Q. Was that Russell Marino, Jr.?

A. Junior, yes.

Q. Anyone else?

A. No.

Q. When did he ask you?

A. I don't remember. It was 2015.

Q. How long after he originally told you that you should keep those signature lists did he ask you whether you were keeping them?

A. I think two months later I think he asked me.

Q. And any other times?

A. No, I don't remember. I don't remember. Maybe, maybe not. I don't know. I

they, we trust, I don't know, they ask me, but only a few times.

Q. How much extra space was there in the refrigerators for workers to store food?

A. Almost none. I got everything filled with -- there's only a little bit of space sometimes.

Q. So if more workers wanted to store sodas or food in the fridge, would they have been able to?

MR. SCHULTE: Objection. Speculation. He specifically said that nobody else asked to.

THE WITNESS: I don't know. If everybody asked me for it, I don't know what I would do.

BY MR. GLICK:

Q. How much extra room was there in 2015 in the fridge?

A. There's no extra room. I got, in the five refrigerators, I got my stuff, the stuff there from the kitchen.

Q. In 2015, could workers cook their own meals in the kitchen?

A. No.

you explain to me the workers who help in the kitchen, what the arrangement is?

A. Okay. It's not an arrangement. It's help that I give it to them and they give to me. After they finish work, say we finish at six, they come and they come to the kitchen after they get -- everybody eats, and they help me to wash, to do the dishes. This is what they help. You know, I have three guys.

Q. Who pays the workers who help in the kitchen?

A. Me.

Q. How do you pay them?

A. Cash.

Q. In 2015, which workers participated in the 80-dollar weekly meal plan?

A. The H2 guys and the regular guys, whoever.

Q. And did any H-2A workers cook on their own in the kitchen?

A. No.

Q. Did any domestic, did any non-H-2A workers cook on their own in the kitchen?

A. No.

Q. Is there anyone who didn't

send some guys to Mexico, because we didn't have enough job for everybody. We sent a group of guys and this is when they call the Department of Labor I guess and this is when it was all this problem of them cooking in their bedrooms. It can't been done in their bedroom, because it's not clean or I don't know.

Q. Were there any workers who you -- strike that. Were there any workers who you denied permission to participate? How many workers didn't participate in the meal plan in 2015?

A. Three.

Q. Did anyone else ask permission not to participate in the meal plan?

A. No, nobody else.

Q. When did you find out that they weren't participating in the meal plan?

A. Like I say, the first guy I found out about the second week. And the second guy, a few days later.

Q. The second week of what?

A. It was June. I think it was June. Since they go here, the first guy, since he go here, he never bought, he never paid the

kitchen, the meal in the kitchen.

Q. Do Sun Valley's rules permit a worker to cook in the housing camp?

A. We didn't know, this is not allowed to cook in their bedrooms. We didn't know and they didn't know.

Q. Where did those workers store their groceries?

A. I don't know. I never went to the bedroom. I never did. But they say that they have on the -- they had, they had just a little bit, I guess, they have a little, I don't know how you would call it, a little, like a table or I don't know. I don't know. I never went to them. I never went inside.

Q. Did workers store any of their groceries in Sun Valley's refrigerators?

A. No.

Q. Other than sodas, did workers store anything in Sun Valley's refrigerators?

A. No.

Q. How much do you pay the people who work in the kitchen at Sun Valley?

A. Okay. In 2015, I pay to my wife, I think it was 600 a week. 600. And to the

sinks broken. The -- what do I say -- the -- I don't know, the doors, the screens, the screen door is broken. I fix that or I send somebody to fix it.

Q. When did that happen in 2015?

A. It was in June, July.

Q. Was it after the US Department of Labor came to visit the house in 2015?

A. After the state department came, yes. Before they, the fellow inspector came, and before, yeah, yeah, in between, yeah.

Q. When in 2015 did the state department inspector come to inspect the housing?

A. The beginning of April. First week of April I think.

Q. Were there mattresses in the worker housing camp?

A. There are mattresses, yes. Every bunker has -- every bed has their own mattress.

Q. Who bought the mattresses?

A. Sun Valley.

Q. Were there pillows?

A. No pillows.

Q. Were there sheets?

A. Sheets, yes. Cover mattress and blankets.

Q. There were blankets in the worker housing in 2015?

A. Yes.

Q. Did workers have to buy their own pillows in 2015?

A. I guess, yeah, because Sun Valley didn't -- don't provide pillows. Just the pillows.

Q. What else did Sun Valley provide for the housing?

A. All the tools that we need to work, like knives, sometimes gloves. The blankets and the mattress cover.

Q. Did workers have to buy anything on their own?

A. Whatever they need I guess, yes.

Q. What did the workers buy on their own?

A. Their clothes. Their personal items. I don't know.

Q. Who bought the toilet paper?

A. I provide them with the toilet paper. I got a dispenser, back in 2015, I

A. No, the guys will tell me if there is hot water or not.

Q. In 2015, did the workers tell you that there wasn't hot water?

A. They told me, but only when, only when, the pump that we have doesn't fit, you know, when everybody comes, like 100 guys, everybody comes and this, we had like 15 showers, everybody in one shower is not enough and the hot water runs out, you know, rapidly. So they say it's cold, but there's nothing we can do about that.

Q. In 2015, how often did that happen?

A. Every couple of months did I hear that. After that, the guys knew, they have, not everybody have to enter, they go, they see 20 guys are running to the showers, they wait. So they, you know, give it some time for the pump to work.

Q. What time did the workers shower in 2015?

A. Usually after, after work, maybe say around six, five. Five, 6:00 o'clock in the afternoon.

Q. Did the workers shower before work?

A. I don't know.
Q. Was 2015 the first year that there were problems with enough hot water at Sun Valley?
A. It's always the same problem.
Q. Has Sun Valley done anything to fix the problem?
A. To tell you the truth, I didn't say -- I don't remember if I say something to them. I don't remember.
Q. Did you do anything to fix the hot water problem?
A. No.
Q. When you entered the bathrooms in 2015, did you inspect whether the windows had screens?
A. In the bathrooms?
Q. In the bathrooms, yes.
A. Yes. And I know we have three windows that they don't have the screen doors, so they don't -- if they open, if they open it, it doesn't have the screen doors.
Q. How long have those windows not had screen doors?
A. Since they built it.

Q. When you entered the worker housing camp in 2015, did you ever see a fridge?

A. I think once, I think once I saw, you know, a fridge, a little fridge.

Q. Where was it?

A. What?

Q. Where in the housing camp was it?

A. One of the bedrooms. It was one of the guys for one of the bedrooms, where the guys are staying.

Q. How many bedrooms are there in the housing camp?

A. Six.

Q. How many worker beds are there in each bedroom?

A. There's 26, 28, 30, 30 and then 33. There's four of 30 beds and two of 20 something.

Q. When you entered the worker housing, would you visit all of the bedrooms?

A. Not very often. Like I say, only when I need to speak to someone in specific or I'm looking for someone.

Q. In 2015, did you enter all of the different worker bedrooms at some point?

A. The June, June group.
Q. How many workers were in that group?
A. I think 20.
Q. Were there electrical outlets in the bedrooms of the worker housing?
A. Yes.
Q. About how many?
A. The outlets, they have plenty and every time I go and I tell them not to overcharge them, over-plug, you know, plug different stuff.
Q. What would the workers plug in?
A. Because they have fans. They have air conditioners -- I mean fans. They have the radio. I don't know. They have a lot of things.
Q. Did they have anything else?
A. I don't know.
Q. What kind of problem was there if the workers plugged too much into the outlets?
A. The cable can overheat and it can burn and inside, we have the breaker, breaker box and it trips.
Q. Did that happen in 2015?

A. Yes.
Q. How many times?
A. Only one, one time, two times, I remember.
Q. What does it take to fix that?
A. I just go to inside and I push the breaker and that's it.
Q. What about before 2015, was there a problem with workers over-plugging devices?
A. Always the same problem, but only one or two times, once or twice a year. Because now many, after that, they know, they don't have to plug, you know, a lot of things into one outlet.
Q. Does Sun Valley have rules about what workers can plug in, in the dorms?
A. No, no.
Q. Do you set rules about what the workers can plug in the dorms?
A. No, no.
Q. The buses that the workers rode from the housing camp to the fields in 2015, who owned those vehicles?
A. Sun Valley.
Q. Who paid the insurance on the

vehicles?

A. Sun Valley.

Q. Were you involved in the use of those vehicles?

A. No.

Q. Did you drive those vehicles?

A. No.

Q. Did you assign people to drive the vehicles?

A. Like I said at the beginning, when a group of guys come and we need drivers, I ask the guys who has the Mexican driver's licenses or who is a driver, experienced driver and they drive. I let them drive.

Q. If someone -- in 2015, did workers show you a Mexican driver's license?

A. Like two of them that I remember.

Q. Was that enough for them to be permitted to drive the vehicles?

A. I don't know.

Q. Did they show you anything any other licenses?

A. No.

Q. Did you permit them to drive the vehicles?

A. Yes.
Q. Did Sun Valley know that those workers were driving the vehicles?
A. Well, when they told me about that, I said there's nobody with a New Jersey license, so somebody has to drive the vans. So.
Q. Did Sun Valley know who was driving those vehicles?
A. No.
Q. Other than those two workers, who else drove the vehicles in 2015?
A. Nobody. Nobody.
Q. Who drives the vehicles this year at Sun Valley?
A. This year, right now, I got three, three drivers. I got my son, who he has a New Jersey license. And I got another two guys that drive the vans. But to tell you the truth, I haven't asked them if they have -- I know them from -- I don't know if they still got them. They still got their license or not, I don't know.
Q. Where do you know them from?
A. Not in Mexico, but from here. They

have been coming for the past two years.

Q. Have you asked them to show you their driver's licenses?

A. No, I haven't. I haven't thought of that.

Q. Did you ask them to show you their driver's licenses in a previous year?

A. No. I just know that they are good drivers.

Q. What about last year, who drove the vehicles at Sun Valley?

A. Different guys. I don't remember.

Q. Did they show you their driver's licenses in 2016?

A. Only a couple of them.

Q. Did they -- who was in charge of deciding who drove the vans in 2016?

A. That would be me.

Q. And what about in 2017, who was in charge of deciding who drove the vans?

A. That would be me.

Q. Before 2015, who was in charge of deciding who drove the vans?

A. It's me. I'm in charge of the camp.

Q. Did Sun Valley ever tell you what kind of license was required before someone drove other workers in a van?

A. Yes.

Q. Who told you?

A. Russ. Russ, Jr.

Q. What did he say?

A. That we need drivers with a New Jersey license.

Q. When was this conversation?

A. Before the, before the first group of H-2A arrived in 2015.

Q. Was it in 2015?

A. Yes.

Q. What did you say in response?

A. That I was going to, I was going to talk to them and ask them. If they have any kind of license. Only two of them show me the license and no, the rest of them, they didn't have anything.

Q. And how did you respond?

A. They drove. They drove it.

Q. In early 2015, you had a conversation with Russell Marino, Jr. about the driver's licenses. And that was before the

H-2A workers arrived?

A. Yes, a little bit before, yes.

Q. Did you tell Russell Marino, Jr. that you had problems in the past finding workers with a New Jersey license?

A. Yes.

Q. What did he say?

A. What can we do? We can do nothing.

Q. What did you understand him to mean?

MR. SCHULTE: Objection, speculation.

THE WITNESS: I didn't say anything.

BY MR. GLICK:

Q. Did you understand what Russell Marino, Jr. told you?

A. Yeah, I understood that he asked me for, to look for -- that we need the guys with a license. But then I couldn't find any license, I didn't have any guys with a New Jersey license, so I let drive the vans, two guys that I knew they were drivers.

Q. Did Russell Marino, Jr. know that there were people driving the vans who didn't

have New Jersey licenses?

A. I don't know. I didn't never said nothing to him.

Q. Did anybody at Sun Valley know that there were people without -- excuse me. Did anyone else at Sun Valley know that there were people without New Jersey driver's licenses driving workers in vans in 2015?

A. I guess. I don't know. I say no.

Q. Before 2015, did anyone from Sun Valley give you instructions about who was permitted to drive vans between the housing camp and the fields?

A. Uh-huh.

Q. Could you please answer verbally?

A. Yes, yes.

Q. When was that?

A. Before 2015?

Q. Yes.

A. Just it was a long time ago when we started to work in the fields and when they start to buy the vans, they told me. I was like 30 some years old.

Q. Who was it that told you something about the vans?

A. Harry Marino.
Q. What did he tell you?
A. They were going to get vans, but we got to be careful and we have to look for guys with a license or experienced drivers.
Q. Did he say that if a driver had experience, they didn't need to have a license?
A. I don't understand.
Q. Harry Marino told you that you should look for drivers with licenses or experience?
A. Uh-huh.
Q. Was it enough for someone to have experience, but not a license?
A. Oh, I think I didn't have another option.
Q. When was the first time that you told someone from Sun Valley that you had difficulty finding workers who had New Jersey driver's licenses to transport workers at Sun Valley?
A. Since the beginning. Since the beginning, 27 years ago.
Q. Did you tell someone at Sun Valley every year about this?

was at the camp and I saw the van coming and I saw a couple of guys standing.

Q. What did you do?

A. I told them. I went right there and I told them that is not allowed. Not permitted.

Q. How many people were riding in the vehicle --

A. Two, at that time, it was only two guys.

Q. How many people were sitting in that vehicle?

A. I don't remember it was, if it was a small van or a big van. I don't remember.

Q. Were people standing in that van because there wasn't enough space to sit?

A. No. Because they were coming, other vans empty, there was, they just step in and the guys are like that. Sometimes they just go.

Q. How did you decide which fields to send workers to?

A. I don't decide. Harry Marino decide.

Q. Does anyone else decide where to

send workers to work in the fields?

A. Russ, Jr.

Q. How did they tell you about their decision where the workers should go?

A. Depending on what we're going to pick, he told me we need so many guys to do the job. Bring me three guys. Or bring 20 guys. The rest of the guys, send them to do this job. They decide.

Q. So they decide what crops need attention?

A. Yes, uh-huh.

Q. Do you have a role in deciding that?

A. No, no.

Q. Do you decide when crops should be picked?

A. No.

Q. Do you decide when crops should be planted?

A. No.

Q. How far is it from the housing camp to the furthest away field?

A. It's a 15-minute drive.

Q. What about the closest camp, how

far is that from the worker housing? I'm sorry, the closest field, how far is that field from the working housing?

A. Five minutes.

Q. Five minutes by driving?

A. Driving, uh-huh. Very close.

Q. The field that is a 15-minute drive away, is it possible to walk from the housing camp to that field?

A. It's possible, but they're not going to walk for a couple of hours.

Q. It would be a couple of hours walk to walk from the furthest field to the worker housing?

A. Uh-huh, yes.

Q. How often did workers work in that particular field?

A. Not that I remember.

Q. Did they work there ever in 2015?

A. In 2015, I don't remember anybody who walked from the field to the house.

Q. It would be a very long way to walk?

A. It's two hours, yes.

Q. Did some workers work in that far

away field in 2015?

A. Yes, we have vegetables there, yes, in that part.

Q. What crops were grown there in 2015?

A. Peppers, cucumbers, pickles.

Q. If a worker wanted to leave the field after working for eight hours in a day, how could they get back to the housing?

A. Okay. There is two ways. When, because they had told me, I have been through that a lot of times. If some guys want to quit at lunchtime, I got my truck, my personal truck, that is not a farm truck, it's my truck, we run the food there. And if there are two or three guys that they don't, they want to stop at lunchtime and they ask me, they tell me, they come to me and say, I want to stop, because I don't feel good or whatever, I let them drive in the -- on the back of the truck with a camper, with a camper.

Q. And you would drive the workers?

A. No, my wife. I mean, I would drive, no. My wife is driving my truck, because I have to stay in the field.

any expenses for work equipment?

A. No.

Q. Did you have any expenses in 2015?

A. Not at the camp, I don't think so. I'm not sure.

Q. What about before 2015, did Sun Valley reimburse you for any expenses?

A. No, because all, when there was something wrong, they hired people to fix it.

Q. In 2015, did you have to pay out of pocket to fix anything at Sun Valley?

A. Yes, but little things. Little things. I wasn't worried about that. Little things like screen doors, five dollars. Like light bulbs, ten dollars. Little things, but not much. And I never, I never say nothing to them.

Q. You never asked Sun Valley to reimburse you?

A. No.

Q. Did Sun Valley have a policy about whether they would reimburse you?

A. I don't know.

Q. Did they ever tell you that they would reimburse you for expenses?

A. Yes.
Q. What did they tell you?
A. That if I spent on some fixes, bring the tickets, they will reimburse me.
Q. Who told you that?
A. Russ Marino, Jr.
Q. When did he tell you that?
A. It was a long time ago, before '15, a long time ago.
Q. Did Sun Valley's policy about reimbursement change after you had that conversation?
A. I don't know.
Q. Did Sun Valley ever tell you that the policy had changed?
A. I don't know. No, they don't, they didn't.
Q. In early 2015, was there a time where you weren't doing pruning work?
A. After, after the first week of April, we, we finish with the pruning. We did something else.
Q. When did the pruning start in 2015?
A. The beginning, like March 15th.
Q. Who assigned you to do the pruning

in March 2015?

A. Harry, Harry Marino.

Q. Did he decide how much work you would do?

A. Yes.

Q. Did he decide when you did the pruning work?

A. Yes.

Q. Before March 15, 2015, did you do any work for Sun Valley between January 1st and March 15, 2015?

A. January 15, no.

Q. Did Sun Valley pay you anything in January or February 2015?

A. No.

Q. What about before March 15, 2015?

A. No.

Q. Where were you living between January and March 2015?

A. I was living at my home and I was, I went to Mexico for vacation for six weeks. I came back and I was collecting, I started to collect, not -- I mean for a few weeks for, I don't know, I don't remember, three, four weeks, three weeks, I went to Mexico, I came

back and I was collecting unemployment.

Q. Were you collecting unemployment in relation to your work at Sun Valley?

A. Yes.

Q. In 2015, did you work for anyone other than Sun Valley?

A. No.

Q. In 2014, did you work for anyone other than Sun Valley?

A. No.

Q. When was the last time you worked for anyone other than Sun Valley?

A. I never, I never, I never worked for anybody else other than Sun Valley.

Q. Was there ever a time where Sun Valley paid you money that they didn't deduct taxes from?

A. No.

Q. Why did the kitchen workers start to be paid by you instead of Sun Valley?

A. Okay. When they make the change to H-2A workers, they told me the rules was going to change. Everything was going to change. And they were -- they didn't want to be involved with the kitchen anymore. This is

all that. But the type of work, we used to cover the pickles and they decided not to cover anymore. Why the decision, I don't know, because they was -- they were spending more money then.

Q. And did anything else change about the kitchen in 2015 other than who paid the workers in the kitchen?

A. No, no.

Q. Did the people who worked in the kitchen change in 2015?

A. Change? I don't know what, change, change?

Q. Were the people who cooked in the kitchen the same people in 2015 as they were in 2014?

A. Yes.

Q. How did you decide to pay them?

A. Cash.

Q. Did you pay them the same amount they were paid the year before?

A. No, it was a little bit, a little bit less.

Q. Did Sun Valley change the way it paid you in 2015 compared to 2014?

the workers?

A. We talk a little bit about that, but it was about what was going to change, that they were paying two persons in the kitchen, in 2015, they were not going to pay anymore. That's what we discussed.

Q. Did they tell you that there were things that weren't going to change?

A. No.

Q. Does Sun Valley give you vacation time?

A. No.

Q. Is there a policy about when you can take time off at Sun Valley?

A. No.

Q. Was that the same in 2015?

A. Yes, sir. It has been the same since I have been with them.

Q. Does Sun Valley give you sick time?

A. When I'm really sick, yes.

Q. What happens in terms of your pay if you are sick?

A. If I sick for a day, I never been sick for more than a day, all day. When I -- I manage the hours, so either one I can, I can

A. Call them eating room or I don't know, because it's in between the kitchen and the bathrooms with the roof.

Q. If I say eating area --

A. Eating area.

Q. -- will you understand I'm referring to the place where the workers ate the three meals a day in 2015?

A. Yes.

Q. Were there posters in that eating area about any laws?

A. Yes.

Q. How many posters?

A. There was one on each side.

Q. What did the posters say?

A. On the laws, requirements of the safety things, the H-2A laws. All kind of information.

Q. Did you put up any of those posters?

A. No.

Q. Did you fill out any information on those posters?

A. I remember one time they asked me to translate, to write in Spanish. I did once,

Q. Has anyone else filled out an application for a Farm Labor Contractor license saying that you will hire H-2A workers?

A. No.

Q. Have you ever signed an application that says you will hire H-2A workers?

A. Not that I know of.

Q. In 2015 when workers had a question, who would they ask a question?

A. To me.

Q. Would they ask anyone other than you?

A. No. Only when they start to get tired of the job and they start to complain, that I'm talking about the April group, 19 guys, they start to get mad and they start to get tired or do that job, and they quit on me. They didn't want to keep working. They went to the house and they asked me to talk to my boss to tell them. They told me, tell your boss, because we don't even know them. This is when Russ, Jr. and Joey came to the camp to talk to them is the only time somebody has done.

Q. Other than that time, were the workers at Sun Valley able to ask questions

Q. Any other times that the workers asked you to ask permission for the Marino brothers for something?

A. No.

Q. If the workers wanted something changed, they had to ask you?

A. I think they would. I think they can ask me.

Q. Could they ask anyone other than you?

A. Maybe like I'm in charge of the camp, maybe I would think that they can ask me. And I will ask the farmers to come and we discuss whether, you know, whatever they want to change. I don't know.

Q. Other than the 19 workers who asked to speak to Russell Marino, Jr. and Joey Marino, were there other times in 2015 when workers asked something to be changed?

A. Not that I know of.

Q. When the workers asked to speak to Russell Marino, Jr. and Joey Marino on this particular occasion, these 19 workers, what happened?

A. Well, when he came, he was very

talking about quitting. My job is to inform everything that happens to the farmer, to the owner.

Q. And the owner is who?

A. Russ Marino and Harry Marino.

Q. Were there other times in 2015 when groups of workers left the farm for some reason?

A. That year, later, with the second group, yes.

Q. What happened?

A. It was in June, July, August, I think it was in August, I think. I don't know how many acres, but a lot of acres of peppers, they got diseased and we lost them. So they decide that we got too many guys in the camp for the work, the work coming ahead. So they decide to send 44 guys back to Mexico.

Q. Who decided that?

A. Harry and Russell Marino.

Q. How did you find out about that decision?

A. They told me.

Q. What did they say?

A. That we were running out of work,

Q. Did anyone else at Sun Valley keep these kinds of tallies?

A. I don't remember if I hand it to the office, but I don't, I'm not sure. I don't think so. I don't think. But the Department of Labor saw all this.

Q. In Exhibit 1, I would like to call your attention to a line about halfway down the page that looks to me that it says 16 x 75. Do you see that line?

A. Oh yes. Sixteen times 75.

Q. Why did you write that on Exhibit 1?

A. Because I think there were 16 guys, they pay me 75, how much I collect from them.

Q. In 2015, was it your usual practice to make notes about the total amount that you collected from the workers?

A. Yes.

Q. And those notes reflected the total amount you collected from the workers in cash for the meals at Sun Valley?

A. Yes.

Q. What do the lines on Exhibit 1 mean below the 16 times 75?

- - - - -

BY MR. GLICK:

Q. I'm showing a document that has the letters at the bottom DOL01368 and the second page DOL1369. Mr. Hernandez, I'm going to refer to this document as Exhibit 2. Do you understand?

A. Yes.

Q. And I'll just note that this is another document previously attached to our Request for Admission as one of the pages in Exhibit D. Mr. Hernandez, do you recognize Exhibit 2?

A. Yes.

Q. How do you recognize Exhibit 2?

A. Because this is the list that they start to hand me when the H-2A workers came, they start to hand me this list. So they sign, it's the form I was talking about earlier, when they sign, they pay me. They sign and they pay me. They sign and they pay me.

Q. So you recognize Exhibit 2 because Sun Valley gave you lists of the workers each week and this is one of those lists?

A. This is one of the lists and I know

a lot of names from here, these names, yeah.

Q. And you used Sun Valley's lists of workers to keep track of which workers paid for the meals in 2015?

A. Yes.

Q. How did you use Exhibit 2 to keep track?

MR. SCHULTE: Objection. He didn't say he did.

BY MR. GLICK:

Q. Mr. Hernandez, did you tell the workers to sign Exhibit 2?

A. Yes.

Q. And what did you tell them?

A. This is a requirement just to make sure to prove that they pay and they get the meal. By signing this, they, they are agreed that they received the meal and they pay. They receive the meal and they pay.

Q. If a worker didn't sign Exhibit 2, what would you do?

A. Like in this case, like some guys in blank, some guys, they don't pay me, because they help me in the kitchen and I help them out with that. And in other cases, like in other

cases, I didn't put over here. But in some cases, some of the guys, they leave and the name keeps getting there and they don't sign, because they are not working there.

Q. Mr. Hernandez, on Exhibit 2, I would like to call your attention to a column on the right side of the page, handwritten numbers, I see the number 60 written to a name, a signature that looks to me like Ricardo Arias. Do you see the number 60?

A. Yes.

Q. What do the numbers in that column of numbers mean?

A. That I didn't do it. I have no idea.

Q. Do you recognize the handwriting of those numbers?

A. No, I don't.

Q. Is there any other handwriting on Exhibit 2 that you don't recognize?

A. No, just those numbers.

Q. At the bottom of the second page of Exhibit 2, where it says 98 times 80 equals 7,840.00. Do you see what I just read?

A. Yes.

Q. What does that phrase on Exhibit 2 mean?

A. It's 98 guys, 98 guys pay me $80. I collect from them $7,840.

Q. On Exhibit 2 is 98 times 80 equals 7,840, is that your handwriting?

A. No, it is not.

Q. Do you know whose handwriting it is?

A. It could be my wife, because she help me to do some math, sometimes when I'm too tired. It could be.

Q. Were there weeks in 2015 at Sun Valley where you did not have the workers sign forms like Exhibit 2 to indicate that they paid for the meals?

A. No, every week they signed them.

Q. And do those forms look like Exhibit 2?

A. Yes.

MR. GLICK: If you could mark this as Exhibit 3, please.

- - - - -

(Photographs marked Hernandez Exhibit 3 for identification.)

Q. In 2015, were there differences in the work that the H-2A workers and the non-H-2A workers did?

A. No, everything is the same. Was the same. No differences.

Q. And in 2015, when workers had to take a van back from the fields at the end of the day -- let me rephrase that question. In 2015, who decided that it was the end of the workday in the fields?

A. Most of the time, it's me. Other times, it's Harry Marino. And other times, a few times, is when we finish, we have to finish one field and that's it. Whatever the hours, but when we have a lot of work, I always say till five, to 5:30 call them up.

Q. Could the workers decide that they want to work longer than you tell them to?

A. Not usually. By the end of the day, they are dead. They are tired. All they want to do is go home.

Q. Did ever any workers in 2015 ask to keep working at the end of the day after you called the end of the day?

A. No. Not that I remember.

Q. So the bus company didn't start providing transport to the laundromat until 2016?

A. I think. I'm not sure. I don't remember they start at the end of '15, I'm not sure. But last year, just the whole year.

Q. Where is the laundromat that the bus took workers in 2016?

A. In a town called Bridgeton, Bridgeton, it's like 15 miles away from the camp. And the guys like it there, because there's more Hispanic stores, they wire the money and they like it there and they ask to go there.

Q. In 2015, how did workers at Sun Valley do laundry?

A. Like I said, I send them, I send them in the vans, buses a few times and the other van, they didn't, I offered them and they, they went like, we don't, we don't drive. We don't drive the buses that far away and they wanted to go that far away. They look for something, a different transportation. I don't know how they did it, but they stopped asking for that service.

Q. In 2015, did Sun Valley's workers use Sun Valley's buses?

A. Yes, sir, a few times.

Q. Sun Valley, in 2015, Sun Valley's workers used Sun Valley's buses to travel to the laundromat?

A. Yes, a few times.

Q. Who arranged that?

A. I asked Russell Marino, Jr. if it's okay to do that, he said yes, just to check, to pick out the best two buses, everything works on them, you know, the lights and brakes and all that and then I sent them.

Q. Were there other buses where the lights didn't work?

A. Not, it's more, everything works, but the older buses are older. They look ugly on the road.

Q. Did the brakes on the other buses work?

A. Yes.

Q. Who drove the buses to take the workers in 2015?

A. A couple of guys that had the Mexican licenses.

CERTIFICATION

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on April 18, 2017, and that this is a correct transcript of same.

Robin L. Clark
Registered Professional Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.).

(2)

MIERCOLES OH-IS

JOSE ERICK JIMENEZ	$	75 ✓
RICARDO ARIAS	$	75 ✓
ADAN MAYA	$	75 ✓
VALENTIN ANTONIO MOTZ	$	75 ✓
ANDRES SILVA	$	75 ✓
FRANCISCO Ibañez	$	75 ✓
MARTIN CARRERA	$	75 ✓
DAVID CASTANEDA	$	75 ✓
CARMELINO LOPEZ	$	75 ✓
FRANCISCO HERNANDEZ	$	75 ✓
CONRADO PEREZ	$	75 ✓
FELIX ARTURO HERNANDEZ	$	75 ✓
CARLOS SILVA	$	75 ✓
ALFREDO SILVA	$	75 ✓
JAVIER HERNANDEZ	$	75 ✓
RAYMUNDO AMADOR	$	75
16 × 75		1200

OH-18-IS	$	389
OH-18-IS	$	758
OH-16-IS	$	370.43
OH-18-IS	$	7.74
OH IS-IS	$	66.52
GAS	$	50
Cooking 1	$	500
Cooking 2	$	500
		2GH1

APRIL 15 - 21



DOL01212

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jun 23,2015	11369	Jul 03,2015	
Arias, Ricardo	2003	Jun 23,2015	11374	Jul 03,2015	Ricardo Arias 60
Asencion Flores, Eusebio	2135	Jun 23,2015	11424	Jul 03,2015	61
Carrera Cortez, Martin	2014	Jun 23,2015	11387	Jul 03,2015	62
Carrera Hernandez, Camilo	2183	Jun 23,2015	11432	Jul 03,2015	Camilo Carrera 63
Castaneda, David	2017	Jun 23,2015	11391	Jul 03,2015	David Castaneda 64
Cruz Lopez, Javier	2104	Jun 23,2015	11409	Jul 03,2015	65
Cruz Perez, Antonio	2177	Jun 23,2015	11431	Jul 03,2015	
Cruz, Delmar	2176	Jun 23,2015	11430	Jul 03,2015	66
Cruz, Jose D	2103	Jun 23,2015	11408	Jul 03,2015	67
Escovar, Jorge	2063	Jun 23,2015	11401	Jul 03,2015	Jorge Escobar 68
Hernandez Hernandez, Felix Arturo	2009	Jun 23,2015	11380	Jul 03,2015	Felix Arturo Hernandez H. 69
Hernandez Perez, Rufino	2105	Jun 23,2015	11410	Jul 03,2015	70
Hernandez, Agustin	2000	Jun 23,2015	11370	Jul 03,2015	
Hernandez, Brian H	2098	Jun 23,2015	11405	Jul 03,2015	
Hernandez, Fabian	2013	Jun 23,2015	11385	Jul 03,2015	Favian Hernandez H. 71
Hernandez, Francisco	2022	Jun 23,2015	11396	Jul 03,2015	72
Hernandez, Roberto	2064	Jun 23,2015	11403	Jul 03,2015	
Ibanez, Francisco A	2004	Jun 23,2015	11375	Jul 03,2015	Francisco A. Ibanez 73
Jimenez Osornio, Jose Erick	2005	Jun 23,2015	11376	Jul 03,2015	Rosa Erick Jimenez 74
Lara Amador, Reymundo	2019	Jun 23,2015	11393	Jul 03,2015	Reymundo Lara 75
Lopez Cruz, Ricardo	2106	Jun 23,2015	11411	Jul 03,2015	76
Lopez Cruz, Victor	2107	Jun 23,2015	11412	Jul 03,2015	77
Lopez, Ranulfo	2054	Jun 23,2015	11398	Jul 03,2015	78
Martinez Antonio, Valentin	2016	Jun 23,2015	11390	Jul 03,2015	79
Perez Lopez, Domingo	2102	Jun 23,2015	11406	Jul 03,2015	
Perez Vasquez, Conrado	2057	Jun 23,2015	11399	Jul 03,2015	80
Perez, Ramiro	2137	Jun 23,2015	11426	Jul 03,2015	81

Jul 03, 2015 13:55:30

Page 1 of 2

DOL01368

Δ π EXHIBIT 2
Deponent Hernandez
Date 4-18-17 Rptr. RL
WWW.DEPOBOOK.COM

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Pinon, Jose L	2015	Jun 23,2015	11389	Jul 03,2015	
Ramirez, Matias	2139	Jun 23,2015	11428	Jul 03,2015	ADAN RAYA 82
Raya Garcia, Adan	2007	Jun 23,2015	11377	Jul 03,2015	83 84
Raya, Jose	2112	Jun 23,2015	11417	Jul 03,2015	Jose Raya 85
Reynoso Rodriguez, Elias	2113	Jun 23,2015	11418	Jul 03,2015	86
Reynoso Rodriguez, Jose L	2053	Jun 23,2015	11397	Jul 03,2015	Jose Luis Reynoso 87
Reynoso, Adonias O	2114	Jun 23,2015	11420	Jul 03,2015	88
Rodriguez Velasquez, Jelner A	2111	Jun 23,2015	11415	Jul 03,2015	Selvin A Rodriguez 89
Rodriguez Velasquez, Salvador B	2110	Jun 23,2015	11413	Jul 03,2015	90
Santi Lopez, Carmelino	2021	Jun 23,2015	11394	Jul 03,2015	91
Silva Llaguno, Andres	2011	Jun 23,2015	11383	Jul 03,2015	92
Silva Llaguno, Carlos	2010	Jun 23,2015	11382	Jul 03,2015	Carlos Silva 93
Silva, Alfredo L	2001	Jun 23,2015	11371	Jul 03,2015	Alfredo Silva 94
Vargas Vargas, Octavio	2008	Jun 23,2015	11378	Jul 03,2015	
Velasquez, Esdras	2134	Jun 23,2015	11422	Jul 03,2015	Esdras Velasquez 95
Velasquez, Leny	2018	Jun 23,2015	11392	Jul 03,2015	96
Villasenor, Frediberto	2002	Jun 23,2015	11372	Jul 03,2015	
DOMINGO PEREZ					97
Antonio Cruz					98

98 x 80 = 7,840 00

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Thursday, April 20, 2017

- - - - -

Oral Deposition of JOSEPH MARINO, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 11:20 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

- - - - -

JOSEPH MARINO, having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. GLICK:

Q. Good morning, Mr. Marino.

A. Good morning.

Q. Thank you for bearing with us this morning as we resolved some of these matters, I appreciate you coming here today.

As I previously introduced myself, my name is Jason Glick. I represent the Secretary of Labor in Sun Valley Orchards, LLC, case number 2017-TAE-00003. And I represent the Administrator of the US Department of Labor Wage and Hour Division in a case called in re: Agustin Hernandez, case number 2017-MSP-00002.

And we're here today for the deposition of both yourself, Mr. Joseph Marino, and of the corporation, Sun Valley Orchards, LLC.

As I'm sure your counsel has explained, I'm going to ask you questions

Q. Were your responsibilities at Marino Brothers the same as your responsibilities at Sun Valley?

A. Yes.

Q. What do you do at Sun Valley?

A. Sales and administrative.

Q. Anything else?

A. I work. Yes, I work, things on the farm. Things, various things that need to be done on the farm, tractor work, any work, anything that needs to be done. I'm primarily, I'm in sales and administrative.

Q. About what percent of your time at Sun Valley do you spend on sales and administrative work?

A. It depends on the time of year.

Q. In 2015, about what percent of your time did you spend on sales and administrative work?

A. It depends on the time of the year.

Q. How would you break down the year?

A. There's the summer season when we're in harvest and the majority of my time is spent in sales. Then there is postharvest and pre harvest where I might be spending most of

the ground every day, every day, every day, every day. You've got to cut it. There's nobody there to do it. So that's how that went.

Q. Who first told you that some of the workers were having issues?

A. I think Agustin. Agustin is the manager of the help. He went and told my uncle and I think my brother that these guys are not happy. They don't like the work. They don't want to do it. They want to go home. Well, then I find out, what do you mean they want to go home, they just got here. So we all went over to talk to them to see what it is that we could do to make it work and they just, they said no. My brother even explained to them, you know, we understand, it's not about pride. It's not about anything else. Just, you know, can you, nope, they didn't want to do it. They wanted to go home.

Q. Who did you first learn about the situation from?

A. I don't remember.

Q. Was it your uncle?

A. I don't remember. I don't know. I

C E R T I F I C A T I O N

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on April 20, 2017, and that this is a correct transcript of same.

Robin L. Clark
Registered Professional Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF CARLOS CERVANTES RAMIREZ

New York, New York
May 10, 2017
3:03 p.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017B

Bayareareporting@gmail.com (866)240-9500

May 10, 2017

3:03 p.m.

Deposition of CARLOS CERVANTES RAMIREZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO Spanish Interpreter
(Present via video teleconference)

THE COURT: What is this witness' name?

MR. GLICK: Last name is Cervantes Ramirez. First name Carlos.

I'm going to turn the recording feature of the conference on. 03:03

THE COURT: Do we again have two translators?

INTERPRETER DE LA GARMA ROMO: Yes, it is the two of us. 03:04

THE COURT: Can you both come in so I can see you on the screen.

INTERPRETER DE LA GARMA ROMO: Yes, sure.

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: I will talk to Mr. Cervantes Ramirez. I'm Theresa Timlin. I'm the administrative law judge that's going to decide this case. And I only have

a very small role today. It is my job to swear you in to make sure the testimony you give is truthful. So I need you to raise your right hand.

C A R L O S C E R V A N T E S R A M I R E Z, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Judge, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Thank you. Have a good rest of your afternoon.

MR. GLICK: Thank you, Your Honor. 03:07

MR. SCHULTE: Thank you.

EXAMINATION OF CARLOS CERVANTES RAMIREZ

BY MR. GLICK:

Q. Good afternoon. My name is Jason Glick and I'm an attorney at the U.S. 03:07 Department of Labor. I represent the Administrator of the Wage and Hour Division of the Department of Labor in a case against Sun Valley Orchards, LLC case number

A. He say that to us.
Q. How do you know he didn't want you to rest?
A. Because he was always asking us to produce more. 03:13
Q. What did he mean to produce more?
A. Because we cut asparagus, but he wouldn't tell us whether we had to do it by the hour or based on how much we produce.
Q. What did cutting asparagus at Sun Valley involve? 03:14
A. I don't understand your question. What do you mean? How I cut?
Q. Could you explain what it was like cutting asparagus at Sun Valley? 03:14
A. We had to crouch in order to cut the asparagus and we cut asparagus with a knife.
Q. When you cut asparagus at Sun Valley, were you crouched some of the time or only occasionally or most of the time? 03:15
A. All the time.
Q. Is that the way it was like cutting asparagus the whole time you were at Sun Valley or was it different sometimes?

A. All the time.
Q. What was the arrangement for eating meals when you worked at Sun Valley?
A. During the morning we had coffee and maybe a piece of bread and then at noon we had lunch and in the afternoon around 6:00 we had dinner. 03:16
Q. Was there a charge for those meals or was it free?
A. We had to pay $75 a week. 03:17
Q. Whom did you pay?
A. Agustin.
Q. Did you have a choice about whether or not to pay that $75 a week?
A. No. 03:17
Q. When you worked at Sun Valley, did you buy anything else from Agustin or anyone else at Sun Valley?
A. I would only buy from Agustin.
Q. What, if anything, did you buy from Agustin? 03:17
A. I would buy my meals, soda, cigarettes, potato chips.
Q. Did you buy anything else from

Agustin?

A. During the weekends I would buy one or two beers.

Q. Did you purchase anything else from Agustin? 03:18

A. No. Only that.

Q. Were any of the sodas, cigarettes, potato chip or beers included in the $75 a week fee?

A. No. 03:19

Q. When you worked at Sun Valley in a typical day, how many sodas did you buy?

A. Three or maybe four.

Q. What did that depend on?

A. Monster or a soda. 03:19

Q. Were there -- the days where you bought more drinks, was there a reason you bought more on that day?

A. Because water was not enough.

Q. What do you mean by that? 03:20

A. They would only take us a thermos of water, but when we ran out of it, we had to buy a soda or something to drink.

Q. Where were the thermoses?

A. They would be in Agustin's truck.
Q. Was this during the times you were working in the fields or some other time?
A. In the field.
Q. Was there a particular time of day when the water would run out? 03:21
A. Yes. Usually at lunch they would fill it up again and in the afternoon we went back to the field and then there was no water.
Q. How often did it happen when you worked at Sun Valley that the water in the thermoses would run out at some point? 03:21
A. Every day.
Q. During a typical day at Sun Valley, when is the first time in the day that you would purchase a beverage from Agustin? 03:22
A. Around 10:00 a.m. or 11:00 a.m.
Q. What kind of beverage was that?
A. A Monster.
Q. When is the next time in a typical day at Sun Valley that you would purchase a beverage from Agustin? 03:22
A. During lunch.
Q. What kind of beverage did you buy at

charge us $10 to take us to the store.

Q. Who charged you the $10?

A. Agustin. Agustin told us that we had to give $10 to the driver that would take us to the store. 03:47

Q. Were there ever times when you worked at Sun Valley where you used a different kind of vehicle to leave the farm?

A. No.

Q. Did you ever get a ride for free to a place to wash your clothes while you worked at Sun Valley? 03:48

A. No.

Q. Did you ever get a free ride to go anywhere during the time you worked at Sun Valley? 03:48

A. No. Every time we went out, we had to pay.

Q. Was the amount that you had to pay always the same? 03:48

A. Yes, $10.

Q. How much did the potato chips you bought from Agustin cost?

A. $1 and there were others that would

cost 1.50.

Q. What cost 1.50?

A. Well, chips.

Q. Did you ever buy any of the chips that cost 1.50? 03:49

A. Yes.

Q. How often did you buy chips from Agustin?

A. Weekends.

Q. Any other times. 03:49

A. No. Just weekend when we have some breaks.

Q. Is there anything else you bought from Agustin on the weekends?

A. Sometimes I bought an instant soup because sometimes they offered those meals I didn't like so I preferred to eat the instant meals. 03:50

Q. How much did that instant soup cost?

A. It was $2. 03:50

Q. How often did you buy an instant soup from Agustin?

A. When I didn't like the food they cooked, I preferred eating instant soup.

Q. About how many times during the week did that happen?
A. Probably two or three times per week.
Q. What was it about the food you didn't like the other times? 03:51
A. When someone is not used to what they eat there, sometimes I didn't like it. It didn't taste good.
Q. Was there anything wrong with the food? 03:51
A. Something smelled like --
(The reporter asked for clarification.)
A. If something smelled like cow. Like a lot of beef. 03:51
Q. Was there anything else wrong with the food?
A. No. That was it.
Q. What was the housing like at Sun Valley when you worked there? 03:52
A. Well, we lived in a room with a lot of bunk beds.
Q. What else was the housing like?

A. It was just bunk beds.
Q. Was there any refrigerator in the dorms you could use?
A. No.
Q. What were the bathrooms like? 03:52
A. It was a room. On one side we had the showers and on the other side we had the toilets, but there were no curtains.
Q. Where were there no curtains?
A. None of the bedrooms. None in the 03:53
showers nor in the toilets.
Q. If you were using the toilet, could you see the person next to you?
A. Yes.
Q. Just part of their body or could you 03:53
see their whole body?
A. If someone walked in front of you, they would see that you were sitting there on the toilet.
Q. Would they see your whole body or 03:54
just a part of your body?
A. The whole body. There were no doors.
Q. Was there hot water in the bathroom?

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, JILL SUTTENBERG, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Carlos Cervantes Ramirez, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 10th day of May, 2017.



JILL SUTTENBERG

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	
and	
IN THE MATTER OF:	
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
MIGUEL ANGEL ELIZONDO SOTO
New York, New York
May 3, 2017
2:03 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317B

May 3, 2017

2:03 p.m.

Video teleconference deposition of MIGUEL ANGEL ELIZONDO SOTO, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(both present via video teleconference)

THE COURT: Any reason, Mr. Heyman-Kantor or Mr. Schulte, that we can't do both translators at once?

MR. SCHULTE: No, your Honor.

THE COURT: Can I have both of the translators raise your right hands, please? Do you solemnly swear or affirm that you will conduct your duties today as a translator in the deposition of Mr. Elizondo Soto accurately and safely to the best of your abilities?

INTERPRETER GARCIA: Yes, I do.

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: All right. Mr. Elizondo Soto, I'm the administrative law judge who is assigned to decide this case. My name is Theresa Timlin. Today I'm here for a limited purpose; that is, to administer the oath to you to insure that you will give truthful testimony.

THE WITNESS: (Through Interpreter) Okay.

THE COURT: So I need you to raise your right hand for me. Do you solemnly swear or affirm that the testimony you will give today in this deposition will be the truth under penalty of law?

THE WITNESS: Yes, I do.

M I G U E L A N G E L E L I Z O N D O S O T O, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Thank you very much. I will let you guys carry on with your business. Thank you. Thanks.

MR. HEYMAN-KANTOR: Thank you, your Honor.

MR. GLICK: Thank you.

MR. SCHULTE: Thank you.

EXAMINATION OF MIGUEL ANGEL ELIZONDO SOTO

BY MR. HEYMAN-KANTOR:

Q. Good afternoon. My name is Jacob

Q. How was this arrangement explained to you?

A. Agustin did it.

Q. What did he say?

A. From the moment in which we arrived, he told us we needed to pay 80 U.S. for the meals and that any soda also needed to be paid for.

Q. When would you pay him?

INTERPRETER GARCIA: Would you repeat this for me, sir?

Q. When did you pay Agustin the $80?

A. Every time I received a check.

Q. When did you receive checks?

A. Every eight days, every week.

Q. How long did you participate in this meal plan?

A. A bit over one month and a half.

Q. What did you do after that month and a half?

A. Some of the coworkers got together and bought a little grill and I saw that they were able to do their own cooking in that grill, so I joined them.

Q. Where did they use the grill?

A. Inside the room.

Q. Was this in the room where you slept or a different room?

A. Yes, in the room where we had our bedroom because we were not allowed to go to the kitchen.

Q. Why weren't you allowed to go in the kitchen?

A. Agustin had his business in the kitchen. His business was the store and we were not allowed to go into the kitchen.

Q. How do you know you weren't allowed to go in the kitchen?

A. A few coworkers and I asked him once if we could go into the kitchen and fix us our dinner and he said no because that's where he has his store and we should not go into the kitchen.

Q. Could you store your food in the kitchen?

A. No. We couldn't access the kitchen.

Q. So, what kind of food did you -- were you -- did you eat after that month and a half?

A. We would eat beans, chicken, rice, zucchini, eggplant, eggs.

Q. I'd like to talk to you about during that first month and a half -- rather, I'd like to talk

to you about, was Agustin selling anything other than the meal plan?

A. He would sell soda, Red Bull, Monster.

MR. SCHULTE: Sorry to interrupt. Are you getting kind of a cross signal on the line, too, or is that just here? It sounds like there's another call in the background.

INTERPRETER GARCIA: No, we're not. We're fine here.

MR. HEYMAN-KANTOR: Yeah, we're fine here, too.

MR. SCHULTE: It's just me. Okay, then. Carry on.

A. Repeating his answer, he said that he would sell Red Bull, Monster and orange soda and he also sells or sold beer, Caguana. Caguana, it's like a large beer.

INTERPRETER GARCIA: Now you're gone? Can you hear me?

MR. HEYMAN-KANTOR: Yes.

INTERPRETER GARCIA: We can't see you. We can only see Mr. Schulte.

MR. HEYMAN-KANTOR: Let us try to fix this.

INTERPRETER GARCIA: Okay. We can see you. We're fine. If you can hear me.

Q. Let me just back up a moment. Where did you -- you said you purchased some food. Where did you store the food that you purchased outside -- that you purchased outside of Sun Valley?

A. The supermarket at the office.

INTERPRETER GARCIA: Let me explain as the translator. In Mexico the store is sort of 7-11 and all those types of stores are called Oxxo, O-X-X-O. So, he's referring to the stores like convenience stores in the United States as Oxxo, even though they're not called that way here. His answer is that he would go to the supermarket or to the Oxxo.

Q. What I meant to ask is, where did he store the food? Where did they store the food that they bought?

A. Just in boxes.

Q. Where did you store the boxes?

A. Next to our beds.

Q. You stored chicken in the boxes?

A. No. It was usually canned food so that it would not go spoiled.

Q. Was the chicken in a can?

A. Yes, chicken in a can, beans in a can.

Q. Okay. Thank you.

I'd like to get back to what I was asking you about just before. So you were saying that Agustin sold orange soda, Red Bull, Monster and beer. Anything else?

A. No, that would be it.

Q. Did he sell anything aside from drinks, items other than drinks?

A. He would sell chips, cookies. I think that's it.

Q. What kind of soda did he sell?

A. Orange soda, Coke, Pepsi. I think he also sold Pepsi. I also believe there was like a grape soda.

Q. How much did he charge for these drinks?

A. One dollar for the soda. The canned Coke, one dollar. Red Bull and Monster, 1.50. And if you wanted to have a beer, Caguana would cost 5 U.S. I don't remember how much he would charge for a six-pack of beer.

Q. So, you recall it was $5 for a single beer?

At the dining room we had to buy soda or something because there was no water or anything else and we'd have to purchase soda. So we bought the soda from Agustin for our dinner, mainly to hydrate so that we would be ready to work for the following day.

Q. Thank you. I'd like to go through each of these times. At your first break, your first five-minute break, would you typically purchase a Red Bull or Monster?

A. Yes, because at that time when we were working with cucumbers or with pickles, we didn't -- there was no water around. So, we needed to hydrate. That's why we bought it and drank it. So, we bought either a Monster or a Red Bull or the sandwich that he had.

Q. Was the sandwich included in the meal plan or was that an additional cost?

A. No, we needed to pay it. It had an additional cost.

Q. How much was the sandwich?

A. 1.50.

Q. In a typical week, how many breaks -- how many short breaks would you have in the afternoon?

elsewhere.

Q. When did they start buying them from elsewhere?

A. That was towards the end. At least that's what I would observe. I wasn't drinking a lot. I would buy approximately two beers a week.

Q. So, how many weeks were left in the season when people started buying beer elsewhere?

A. That was like the last week.

Q. Where did Agustin sell the beers from?

A. Right there in the store in the diner -- in the dining room. He had it there in the fridge.

Q. How far was the dining room from where you slept?

A. Five to 15 meters away. It was right there in the building where we were staying.

Q. I'd like to ask you briefly a little bit more about the bathrooms. Can you tell me anything else about the bathrooms?

A. There was shit on the walls and on the toilets like rubbed on the walls -- on the toilets. There was toilet paper everywhere, dirty toilet paper everywhere. Some would piss outside of the toilets. In the showers there was even dirt, mud,

hair, human hair everywhere. Where you would wash your hands, the sinks were all tarnished. There was also like water everywhere. Water and hair everywhere.

Q. I'm sorry, there was -- just to clarify, there was human -- was there human feces in the bathroom, on the bathroom?

A. Yes. From the very first time we arrived at the field, the bathrooms were under this condition. We took on the initiative to clean them and this was a completely useless effort because they did it again.

All the people who were working there on contract felt that we would get sick working in those conditions, so we decided to clean the bathroom. We told the foreman about the situation. He talked to the undocumented workers and asked them to please be more clean, but it was useless. They kept doing the same thing. So, we ended up just giving up. They weren't paying attention, so we just gave up.

Q. Are you referring to non-H2A workers?

A. Yes.

Q. Why did they do this?

A. It was mainly people from Michoacan.
Q. Why did they do this?
A. I don't know. Maybe it was their style. I really don't understand why they would do it. It was their way of doing things.
Q. Did the non-H2A workers share your bathroom or did they have other bathrooms?
A. No, we all had to share the same bathrooms.
Q. Did Agustin ever clean the bathrooms?
A. No. Well, towards the end when the inspectors came.
Q. Did anyone else at Sun Valley ever clean the bathrooms?
A. No.
Q. Did the bathrooms smell badly?
A. Horrible.
Q. What about the dorms? What were the dorms like?
A. It was the same case. The mattresses were all stained. They had a very bad affect. They looked very bad. There was actually an outbreak of measles and I got sick.
Q. Anything else remarkable about the

dormitories?

A. I think that was all.

INTERPRETER JENKINS: I would like to make a correction. It was not measles. It was chicken pox.

A. There is also, there were garbage cans very close to the dorm and they would get full of flies and then these flies would end up in our dorms.

Q. All right. Thank you for telling me that. I'd like to move on and talk a little bit about transportation.

How would you get from the dorm to the fields?

A. We had these type of vans that we used as transportation.

Q. What were those vans like?

A. They were like micros where you could fit 20 people in them. I don't have the exact number or I don't remember how many people could fit in what they call micro -- microbuses.

Q. What condition were the buses in?

A. Inside these vans or these microbuses, there was a lot of dirt.

Q. How much time would you spend in these vans each day?

A. Every day.

Q. Can you estimate how much time; ten minutes, an hour, three hours?

A. It would depend in which field you were going to work at. It could be from 15 minutes to 30 minutes.

Q. And that's total per day, 15 to 30 minutes?

A. What do you mean?

Q. Fifteen to 30 minutes, is that the total round trip travel or is that just one way?

A. Fifteen minutes there and 15 minutes back, depending on where the field is. There was another field that was farther away and it took us 30 minutes to get there and another 30 minutes to get back.

Q. During the course of 2015, did you ever leave the farm?

A. Only when I got chicken pox. I mean I was staying. I was sleeping in the fields, but since I had fever, I could not go to work. And I would like to clarify that during this time I was

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of MIGUEL ANGEL ELIZONDO SOTO, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 8th day of May, 2017.

E F Tobin

ELIZABETH F. TOBIN, RPR

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
JOSE LUIS SILVA LOPEZ
New York, New York
May 4, 2017
10:01 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050417

May 4, 2017

10:01 a.m.

Video teleconference deposition of JOSE LUIS SILVA LOPEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(Both present via video teleconference)

COURT REPORTER: Mr. Schulte, do you want a copy of this transcript?

MR. SCHULTE: Yes, please.

THE COURT: I'm going to swear in the translators first. Actually, is the other translator in the room?

INTERPRETER GARCIA: Yes.

THE COURT: Good morning.

INTERPRETER JENKINS: Good morning.

THE COURT: So, if both of you can raise your right hand for me. Do you solemnly swear or affirm that you will carry out of your duties as interpreter/translators today and interpret the proceedings before you to the best of your ability truthfully under penalty of law?

INTERPRETER GARCIA: Yes, I do.

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Mr. Silva Lopez, I'm an

administrative law judge who's going to abide this case. I only have a very small role. My job is just to take your oath to insure that the testimony that you will give will be truthful testimony. Okay. So I need you to raise your right hand. Do you solemnly swear or affirm that the testimony you will give in this deposition today will be the truth under penalty of law?

THE WITNESS: Yes.

THE COURT: Thank you very much. Okay, folks. I'm going to disconnect. Have a good day.

MR. GLICK: Thank you, your Honor.

MR. SCHULTE: Thank you, your Honor.

(Judge Timlin is no longer present.)

J O S E L U I S S I L V A L O P E Z,

of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

EXAMINATION OF JOSE LUIS SILVA LOPEZ

no one could go in.

Q. Did anyone ever open up the kitchen after it was closed for the evening?

A. Sometimes he would leave his brother-in-law in charge of the kitchen.

Q. What did Agustin's brother-in-law do?

A. He would sell them.

Q. Did he open up the kitchen again?

A. Yes. Or he would leave it open and he would close it later.

Q. When Agustin's brother-in-law left the kitchen open, could you use the kitchen?

A. No.

Q. Why not?

A. Because we were not allowed to go into the kitchen to cook or to do anything.

Q. Did you buy beer from Agustin?

INTERPRETER GARCIA: Would you repeat that for me, please?

Q. Did you buy beer from Agustin?

A. Sometimes in the afternoon.

Q. About how often?

A. About three days a week.

Q. Was it more on some days than other days?

Q. What time of day did the water tend to -- did the hot water tend to run out?

A. After work in the afternoon we'd go get a shower and the people who were the last to take the shower wouldn't get any hot water.

Q. Did that happen to you that you didn't get hot water to take a shower?

A. Yes.

Q. How often did that happen to you at Sun Valley in 2015?

A. Around five times.

Q. Were there sinks in the bathroom at Sun Valley?

A. Yes.

Q. Was there hot water in those sinks?

A. I think so.

Q. Was there always hot water in the sinks?

A. No.

Q. When wasn't there hot water in the sinks?

A. When everybody would take showers and the hot water would run out.

Q. Did that ever happen to you that there was not hot water in the sink?

A. Well, we didn't use the sinks much.

Q. Now I want to ask about the transportation to the fields. Did you ride vehicles to get between the dormitory and the fields at Sun Valley?

A. Yes, we would take a bus.

Q. Did you take a bus every day?

A. Yes.

Q. How long would you ride on that bus in a typical day at Sun Valley?

A. It wasn't much. It was only like five or ten minutes. The field that was furthest away would be between 15 and 20 minutes away.

Q. That amount of time, was that one way or round trip?

A. Only one way.

Q. How many trips a day would you take between the dormitory and the fields?

A. Sometimes it would be up to three trips a day because we would be moved from one field to another.

Q. Did you ride the buses from the fields back to the eating area for lunch?

A. Yes. We would be taken back to the kitchen that was right there in the fields and

that's where we would be taken to have lunch.

Q. So, in the morning would you ride on the bus to get from the dormitory to the field?

A. Yes.

Q. And then would you ride the bus back from the field to lunch?

A. Yes, in the company bus.

Q. What would be the next time you rode on the company bus in a typical day after lunch?

A. Well, lunch would be over at 1:00 and at 1:00 we'd go back to the field.

Q. Would you go back to the fields on the company bus?

A. Yes.

Q. And then would you ride the company bus from the field back to the dormitory at the end of the workday?

A. Yes.

Q. Were there also times that you rode the bus from one field to another field?

MR. SCHULTE: Objection. Asked and answered.

A. Yes.

Q. You mentioned that there were times when

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Jose Luis Silva Lopez, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 8th day of May, 2017.

ELIZABETH F. TOBIN, RPR

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
HUGO LEONEL CINTA TEGOMA
New York, New York
May 11, 2017
3:37 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 051117

May 11, 2017

3:37 p.m.

Video teleconference deposition of HUGO LEONEL CINTA TEGOMA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831C, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO, Spanish Interpreter
(Present via video teleconference)

THE COURT: I need to see Ms. Errasti and Ms. De la Garma Romo.

MR. HEYMAN-KANTOR: Can the interpreter pick up the phone? Can you hear us? 03:38PM
Interpreter, can you hear us?

THE COURT: It doesn't seem like it. It seems like they hung up.

MR. GLICK: I may need to call them back to link them in. 03:39PM

(Discussion held off the record.)

THE COURT: I need to be able to see in the camera both Ms. de la Garma Romo and Ms. Errasti so I can swear you in. Can you both raise your right hand, please? Ms. de la Garma 03:42PM
Romo, Ms. Errasti, do you solemnly swear or affirm that the translation that you will do in this case this afternoon will be translated as accurately, faithfully and truthfully to the best of your ability under penalty of law? 03:42PM

INTERPRETER DE LA GARMA ROMO: I do.

INTERPRETER ERRASTI: I do.

THE COURT: Okay. Thank you.

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, Interpreters, were duly sworn 03:42PM

Cinta Tegoma

by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Good afternoon, Mr. Cinta Tegoma. I'm Theresa Timlin. I'm the administrative law judge who's going to decide this case. I only have a little bit of a role to play this afternoon. My job is just to swear you in to make sure that you will tell the truth in these proceedings. So, to do that, I need you to look at the camera and raise your right hand for me. 03:43PM 03:43PM

Do you, Mr. Cinta Tegoma, solemnly swear or affirm that the testimony you will give in this deposition today will be the truth under penalty of law? 03:44PM

THE WITNESS: Yes, I do.

THE COURT: Okay. Thank you. All right, folks, have a good rest of your afternoon. 03:44PM

MR. HEYMAN-KANTOR: Thank you, your Honor.

(Judge Timlin is no longer present.)

H U G O L E O N E L C I N T A T E G O M A, of lawful age, called by the The U.S. Department of

Cinta Tegoma

Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

EXAMINATION OF HUGO LEONEL CINTA TEGOMA

BY MR. HEYMAN-KANTOR:

MR. HEYMAN-KANTOR: Does anyone have a cell phone near the phone because we're getting a little static reception? 03:44PM

INTERPRETER DE LA GARMA ROMA: Yes, we also have a bit of an issue with a sound. There's a popping sound constantly ongoing. If you could just give us one minute so we can figure out whether it's the cell phones in the room or something else. 03:45PM

(Discussion held off the record.)

MR. SCHULTE: While we're getting ready, is now a good chance -- on the transcript ordering to cover that now? The same arrangement, if we can do non-expedited just regular transcript will be great. Thank you. 03:45PM

MR. HEYMAN-KANTOR: Do you think we can move the camera a little bit up because we're 03:45PM

at some point?
A. Yes.
Q. When was that?
A. Can I check the date? 03:53PM
Q. Just to the best of your recollection.
A. 2015.
Q. At what time during the year?
A. The month was May.
Q. How many months did you work there? 03:53PM
A. Less than a month. Two or three weeks.
Q. Other than those two or three weeks in May of 2015, have you worked for Sun Valley Orchards at any other time?
A. No, that was the first time. 03:54PM
Q. When you worked at Sun Valley, were you on an H2A visa?
A. Yes.
Q. How did you find out about the employment opportunity working with Sun Valley Orchards? 03:54PM
A. There's an office that hires people so that they can work in the United States.
Q. Where is that office?
A. It's located in this city, the City of Poza Rica. 03:55PM

Q. Anything else?

A. No, because it was the season for asparagus.

Q. Did you have -- were there bathrooms in the fields? 04:01PM

A. No.

Q. So how did you relieve yourself?

A. It was a complete odyssey. We had to either hold it or run towards the trees. 04:02PM

Q. Was there water in the fields?

A. No, there wasn't any water.

Q. All right. Let me change the subject a little bit and talk about food. How did you eat at Sun Valley? 04:02PM

A. Mr. Agustin would sell us food.

Q. Did he sell you a weekly meal plan or food by the item or how was that arrangement?

A. It was a weekly arrangement. We had to pay for our meals weekly. 04:03PM

Q. Did Agustin sell anything else to the workers?

A. Yes. He would sell soda, Red Bull, Monster, beer, bread, milk, water and coffee.

Q. Can you repeat that list? I didn't quite 04:04PM

A. They just took us to the field. That was it.

Q. During your time at Sun Valley, did you ever leave the farm? 04:30PM

A. Yes, but I had to pay to go out.

Q. Who did you have to pay?

A. We had to pay to worker -- I'm not sure if he was a cousin or a relative of Agustin.

Q. How much did it cost? 04:31PM

A. At that time I think I paid $15.

Q. How many times did you leave Sun Valley during your course of employment?

A. I think that it was twice.

Q. Sorry. How much was it the two different times? How much did you have to pay? 04:31PM

A. I think that the first time I paid $10 and the second time it was 15. And it was the same thing for washing clothes. If I wanted to wash clothes, I had to pay so they would take me to the laundry. So I decided to wash my clothes by myself in the field? 04:32PM

Q. I'd like to talk to you a little bit about the end of your employment with Sun Valley.

Whose decision was it that you leave the 04:32PM

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Hugo Leonel Cinta Tegoma, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 11th day of May, 2017.

E F Tob

ELIZABETH F. TOBIN, RPR

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF HECTOR MISHEL GARCIA DOMINGUEZ

New York, New York
May 10, 2017
10:07 a.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017A

May 10, 2017

10:07 a.m.

Deposition of HECTOR MISHEL GARCIA DOMINGUEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO, Spanish Interpreter
(Both present via video teleconference)

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: I will swear Mr. Garcia Dominguez.

I'm Theresa Timlin. I'm the administrative law judge that's going to decide the case you're going to testify today. I will not be with you all day. I'm here for a very little portion. My job is to swear you in to make sure you tell the truth. I need you to raise your right hand for me, Mr. Garcia Dominguez. 10:07 10:08

H E C T O R M I S H E L G A R C I A D O M I N G U E Z, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

Q. Was there water available in the fields at Sun Valley?
A. Yes. They did have water.
Q. Was that available when you were working in the fields? 10:18
A. Yes.
Q. Did the water ever run out when you were working in the fields?
A. No. That didn't happen.
Q. Were there bathrooms available to use in the fields? 10:18
INTERPRETER ERRASTI: Interpreter needs clarification.
A. The first water, we did not have any bathrooms available. 10:19
Q. Could you use the bathrooms at all during that first week working at Sun Valley in the fields?
A. No.
Q. What did you do instead? 10:19
A. Most of the people went to the edge of the hill.
Q. What did you do?
A. They would pee or poop.

showers, there was even mud on the showers.
Q. Was there hot water in the bathrooms?
A. Yes, there was hot water, but it wasn't enough for everyone. Only maybe ten people would shower with warm water. 10:48
Q. Were there windows in the bathrooms?
A. No. There weren't any windows.
Q. What about the windows in the housing, I think you said that they were covered in a certain way? 10:49
A. They had screens for mosquitos. There was no glass on them. Only the top portion of the window was a glass. But the other part of the window was just a screen. 10:49
Q. How did you travel between the housing and the fields at Sun Valley?
A. Well, there were buses to take us to the fields, some of the fields, but other fields were just in -- around our housing, so we would walk to them. They were close and for those that were far away, we would use buses. 10:50
Q. The ones where you used the buses, about how many days a week did you use the

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, JILL SUTTENBERG, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Hector Mishel Garcia Dominguez, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 10th day of May, 2017.

JILL SUTTENBERG

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
DARIO MORALES ACOSTA
New York, New York
May 3, 2017
10:20 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317A

May 3, 2017

10:20 a.m.

Video teleconference deposition of DARIO MORALES ACOSTA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(both present via video teleconference)

MR. SCHULTE: I would ask for a copy of the transcript and can coordinate with you later as to invoicing and billing, regular delivery.

THE COURT: Good morning. Mr. Morales Acosta. I am Theresa Timlin. I'm the administrative law judge who is going to decide this case, and I have a very small role to play today.

INTERPRETER GARCIA: Would you repeat that?

THE COURT: I have a very small role to play today. I am going to swear you in to make sure that you understand that the testimony you give today is under oath. At this time I need you to raise your right hand for me.

Mr. Morales Acosta, do you solemnly swear or affirm that the testimony that you will give today in this deposition will be the truth under penalty of law?

THE WITNESS: (Through Interpreter) Yes, I do.

D A R I O M O R A L E S A C O S T A,

of lawful age, called by the The U.S. Department of

Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the interpreter as follows:

THE COURT: Okay, Mr. Schulte and Mr. Heyman-Kantor, is that satisfactory for you?

MR. HEYMAN-KANTOR: Your Honor, can you also swear in the interpreter?

THE COURT: I should have done that first. Ms. Garcia, can you raise your right hand for me? Do you solemnly swear that you will conduct the translation of this deposition faithfully and accurately to the best of your ability?

INTERPRETER GARCIA: Yes, I do.

MR. HEYMAN-KANTOR: Sorry for the request. Could we also swear in the other interpreter?

THE COURT: Can you raise your right hand? Do you solemnly swear or affirm that you will interpret the proceedings before you today accurately and faithfully to the best of your ability?

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Okay. I think we've got everybody. With that, Mr. Heyman-Kantor, unless there's any objection, I'm going to sign off and I will be back for your deposition this afternoon.

MR. HEYMAN-KANTOR: Thank you, your Honor.

MR. SCHULTE: Thank you, your Honor.

THE COURT: Thanks. Bye.

(Judge Timlin is no longer present.)

EXAMINATION OF DARIO MORALES ACOSTA

BY MR. HEYMAN-KANTOR:

Q. My name is Jacob Heyman-Kantor. I am an attorney for the plaintiffs. With me today is Jason Glick. He's also an attorney for the Department of Labor. We represent the Secretary of Labor in the matter of Sun Valley Orchards, LLC, 2017-TAE-00003.

INTERPRETER GARCIA: Would you repeat

Q. Why did you participate in the meal plan?

A. Because we didn't have a place to cook for ourselves.

Q. Why didn't you cook in the kitchen?

A. The kitchen was closed as soon as the others ended eating.

Q. Why didn't you cook when others were eating?

A. Agustin's wife was the one that did the cooking and we were not there -- just a few of the workers were there.

Q. Why didn't you cook for yourself?

A. We didn't have a place to keep it. For example, we didn't have a refrigerator and we did not have a range or stove.

Q. Why couldn't you store food in the refrigerators there?

A. Because they kept the key to themselves and they didn't let us use the key.

Q. Who is they?

A. Agustin's relatives, Agustin himself, his wife and a nephew.

Q. Are these people who worked in the kitchen?

A. Yes.
Q. You mentioned a key. What is the key to?
A. The main door to the kitchen.
Q. How much did you pay for meals?
A. 100 U.S. per week.
Q. What did you drink in the fields?
A. During the light breakfast in the morning, sometimes Gatorade or a soda.
Q. What did you drink in the fields?
INTERPRETER GARCIA: You want me to repeat the question?
MR. HEYMAN-KANTOR: Yes, please.
A. They brought water from the kitchen to give us some in the afternoon.
Q. What else did you drink during the course of the day?
A. Sometimes at dinner, one beer.
Q. Did you drink anything else during the course of the day?
A. No, that's it.
Q. Where did you get the soda, Gatorade and beer?
A. Agustin sold them.
Q. Did he sell any other drinks?

mean an inspector from the Department of Labor?

MR. SCHULTE: Same objection. Just ask him if he knows. Don't tell him the answer that you want him to give.

MR. HEYMAN-KANTOR: You're making a speaking objection now.

Q. Did you mean inspector or did you mean investigator or did you mean something else by surveyor?

A. I think they were inspectors because they paid attention to the dorms, to the field and the transportation units.

Q. Do you know why Agustin didn't sell beer when the inspectors came?

A. I imagine because he did not have a permit or a license to sell it.

Q. Did Agustin do anything else differently when the inspectors came?

A. He did not sell beer. And of the transportation units that were usually used, there were two that were in very, very bad condition. Those two transportation units were not used when the inspectors were there.

Q. Do you know why those weren't used?

A. Maybe because he was going to be reprimanded because the transportation units were not in appropriate conditions to transport people.

Q. Were those transportation units buses or vans or cars or something else?

A. Buses, two buses, the small ones.

Q. What was wrong with those buses?

A. The side windows were broken. The seats were torn. The floor was open in some areas and the tires were in bad condition.

Q. When you say the floor was open in some areas, do you mean there were holes or something else?

A. Yes, there were like two holes. You could actually see the highway when we were on it.

(Interpreter Garcia was relieved by Interpreter Jenkins.)

Q. How often, if ever, during the 2015 growing season were those buses used to transport workers to the fields?

A. The first month and a half they were using them and then they weren't using them.

Q. At what point did they stop using the transportation?

A. It's when the surveyors or inspectors started to visit us.

Q. How often during that first month and a half did they use those two buses that they hid from the inspectors?

A. Every day. It was continuous.

Q. Just to recap, did you work at Sun Valley during any year other than 2015?

A. No. Only in 2015.

Q. So, everything that you're telling me about; the beer and the cigarettes, the drinks, the transportation, all of that, what year are you talking about?

A. Yes.

Q. In a typical day, how much time were you in a bus?

A. Thirty minutes in the morning, 25 minutes in the afternoon.

Q. In a typical week, how many days of the week did you go on a bus?

A. Four days out of the week.

MR. HEYMAN-KANTOR: One second. Mr. Schulte, we don't see you in the video. Are you still on the line?

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of DARIO MORALES ACOSTA, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 8th day of May, 2017.

ELIZABETH F. TOBIN, RPR

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 fax

June 1, 2017

OVERNIGHT MAIL

Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: ***Matter of Sun Valley Orchards, LLC*, 2017-TAE-00003**

Dear Judge Timlin:

Counsel for the Respondent, Sun Valley Orchards, LLC, submits for filing the enclosed Respondent's Motion for Summary Decision, along with a memorandum of law and declaration and exhibits thereto.

Respectfully submitted,

Christopher J. Schulte
Counsel for Respondent

cc: Jacob Heyman-Kantor, Esq.
Jason E. Glick, Esq.
Counsel for the Administrator

Enclosures

RECEIVED
JUN - 2 2017
ADMIN LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	)	Case No: 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC Respondent	)	

RESPONDENT'S MOTION FOR SUMMARY DECISION

Respondent, Sun Valley Orchards, LLC ("Respondent" or "Sun Valley"), by and through undersigned counsel, moves for Summary Decision and Order against the Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"), on all counts. The Administrator contends that, for the 2015 growing season, Sun Valley violated multiple H-2A program requirements. There is no genuine dispute of material fact that Sun Valley complied with all H-2A program requirements and, further, that the Administrator has failed to establish any violations of those requirements. Instead, the facts demonstrate that the Administrator's case involves outrageous overreach and seeks hundreds of thousands of dollars from a family farm based on requirements that do not exist: free cold beer, full employee choice over work assignments, and repayment for meal and food purchases from third parties. Sun Valley fully complied with its duties under the H-2A program and respectfully submits that there is no genuine dispute of material fact that it has done so. Accordingly, Respondent moves for Summary Decision for the reasons set forth in

the accompanying memorandum of law, asking the Court to dismiss the Administrator's claims in their entirety.

June 1, 2017

Respectfully submitted,

Christopher J. Schulte
Counsel for Respondent
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	)	Case No: 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC Respondent	)	

MEMORANDUM OF LAW IN SUPPORT OF RESPONDENT'S MOTION FOR SUMMARY DECISION

CHRISTOPHER J. SCHULTE

Counsel for Respondent
Sun Valley Orchards, LLC

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

STATEMENT OF THE CASE 1

INTRODUCTION 4
A. Background 4
B. Kitchen, Meals, Drinks, and Housing 5
C. Three-Fourths Guarantee and Early Departure Forms 7

ARGUMENT 15

A. Sun Valley Complied With the Meals Requirement and Did Not Deduct Any Money At All From Its Workers 16
1. Sun Valley Provided a Kitchen and Access to Stores for the Workers to Purchase Food and Prepare Meals 19
2. Agustin Hernandez Operated the Kitchen and Sold Drinks In His Private Capacity; He Alone Incurred Costs and He Alone Received Payments from the Workers 21
3. None of the Workers Complained About the Meals; Any Worker Participating In the "Meal Plan" Received and Ate the Meals for Which He Paid; The Amounts Paid to Mr. Hernandez Were Below the DOL-Mandated Level 25
4. Sun Valley Did Not Take Any Payroll Deductions 26
5. The $70,000+ Claimed for Sodas, Sports Drinks, and Energy Drinks and $33,000+ for Beer is Misguided and Miscalculated 28
a. There Is No Duty to Provide Free Soft Drinks 28
b. There Is Definitely No Duty to Provide Free Beer 31
c. The "Back Wage" Calculation is Fatally Flawed 33

B. Three-Fourths Guarantee 37
1. The Early Departing Group 37
2. Sun Valley Let Workers Go in August After the Pepper Crop Failed and After Each of the Workers Had Met Their Three-Fourths Guarantee for Hours 41

C. Local Transportation 44

D. Housing 45

E. There Was No "Coercion" to Waive Rights 47

CONCLUSION 51

TABLE OF AUTHORITIES

Cases

Anderson v. Liberty Lobby, 477 U.S. 242 (1986) 15

Appelmans v. City of Philadelphia, 826 F.2d 214 (3d Cir. 1987) 16

CBS Corp v. FCC, 535 F.3d 167 (3d Cir. 2008) 22

Connecticut v. Barrett, 479 U.S. 523 (1987) 51

FCC v. CBS Corp., 556 U.S. 1218 (2009) 22

Matter of Global Horizons, 2005-TAE-00001 2

Matter of Global Horizons, 2010-TAE-00002 2
Order on Summary Judgment (Dec. 17, 2010) 18, 21, 49-50

Ramos Ortiz v. Paramo,
Civ. Action 06-3062, 2008 U.S. Dist. LEXIS 72387 (D.N.J. Sept. 19, 2008) 22-24

United States v. Burns, 433 F.3d 442 (5th Cir. 2005) 51

United States v. Castillo, 496 F.3d 947 (9th Cir. 2007) 51

UPMC-Braddock Hosp. v. Sebelius, 592 F.3d 427 (3d Cir. 2010) 31

Young v. Bethlehem Area Vo-Tech Sch.,
2007 U.S. Dist. LEXIS 13531 (E.D. Pa. Feb. 28, 2007) 22

Regulations

20 C.F.R. § 655.103 24

20 C.F.R. § 655.122 ..... *passim*

20 C.F.R. § 655.173 ..... 16, 25

20 C.F.R. § 655.210 30-31

29 C.F.R. § 18.63 39

29 C.F.R. § 18.72 1

29 C.F.R. § 501.5 49

29 C.F.R. § 531.2 31

29 C.F.R. § 531.35 27

29 C.F.R. § 531.40 27

Federal Register

80 Fed. Reg. 9482 (Feb. 23, 2015) 26

Respondent, Sun Valley Orchards, LLC ("Sun Valley" or "Respondent"), respectfully moves this Court for summary decision in its favor as to all counts of the Complaint, pursuant to 29 CFR § 18.72 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges. There is no genuine dispute as to any material facts, and Respondent is entitled to decision as a matter of law. The Administrator seeks to collect $376,697.61[1] in back wages and $212,250.00 in civil money penalties ("CMPs") on multiple theories, each of which lacks merit and will be discussed below.

STATEMENT OF THE CASE

The claims made by the Administrator involve the 2015 growing season, the first year in which Sun Valley participated in the H-2A temporary non-immigrant agricultural visa program. The two largest claims raised by the Administrator involve an allegation that Sun Valley failed to comply with the "meals" requirement (20 C.F.R. § 655.122(g)), and failed to comply with the three-fourths guarantee (20 C.F.R. § 655.122(i)). The "meals" claim totals $432,529.28, of which $234,079.28 constitutes "back wages" and $198,450.00 as CMPs. This is, by far, the largest claim in the case, with the second largest being $135,623.94 in back wages and $1,350.00 in CMPs for the three-fourths guarantee allegation. Three other allegations involve claims for CMPs only: housing conditions ($3,600), local transportation ($7,500), and "coercion to waive rights" ($1,350). Each claim by the Administrator will be

[1] The June 22, 2016 Notice of Determination sought $369,703.22 in "back wages," none of which arose from hours worked and not properly paid for, but the December 23, 2016 Order of Reference increased the back wages by nearly $7,000 without any itemization or explanation for the difference. The amounts reflected throughout this brief, therefore, come from the June 22nd Determination Notice, but the legal arguments raised herein apply with equal force to the Order of Reference.

addressed in turn below, but Sun Valley asserts in the strongest possible terms that none of these claims is supported by the undisputed facts of the case and each claim should be dismissed.

From the Administrator's claim for "back wages" and civil money penalties, an outsider would think that this case involved rampant human trafficking and systematic exploitation of workers – the nearly $600,000 sought is nearly double the award in the 2005 *Global Horizons* case, 2005-TAE-00001, and more even than the 2010 *Global Horizons* case, 2010-TAE-00002. Global Horizons is widely considered the "worst of the worst" for H-2A employers, with a litany of different violations and workers held in sub-human conditions. If Global Horizons' punishment was $346,809.30 in back wages and CMPs for the 2005 case and $522,510.64 for the 2010 case, then the Administrator must believe that Sun Valley is even more monstrous, right? Certainly, that is how the Solicitor's Office will try to portray them. As with most things, however, truth is far less dramatic and far simpler than fiction. This case is a pure example of prosecutorial overreach and not some boogeyman employer. There is a massive difference between being held in human bondage and wishing for easier work or access to cold beer at "cost."

This case involves a family farm using the H-2A program for the first time and employing a new set of workers. The main claims break down as follows:

- A group of 19 H-2A workers were not happy that the work harvesting asparagus, which they admit was disclosed in the job order, was more difficult than anticipated, and delivered an ultimatum to Sun Valley that they wanted to do different jobs or they would return home to Mexico. They chose, as a group, to return home after working for a week to a week-and-a-half, leaving Sun Valley in the lurch for their asparagus harvest. Most of the three-fourths guarantee claim arises from these workers who voluntarily departed shortly after arriving at the farm.

- The remaining three-fourths guarantee claim arises from a particularly rainy period in the summer of 2015, which caused Sun Valley's pepper crop to fail. Without a crop to harvest, there simply was not enough work for the entire crew, so Sun Valley calculated the number of hours already worked by its H-2A employees, and sent home approximately 44 workers who had already met their three-fourths guarantee target. The Administrator does not appear to challenge the reason for the termination, but simply attempts to offer a different calculation of hours.

- The bulk of the Administrator's claim rests on payments made by the workers to Agustin Hernandez, who wears two hats in this case. He acted as a "crew leader" for Sun Valley with respect to helping train the workers and tracking their work in the fields. Completely outside the employment relationship with Sun Valley, however, he also sold prepared meals, drinks, and other items to workers, at their discretion. No money was ever deducted from workers' paychecks, no money ever went to Sun Valley, and no one at Sun Valley directed or otherwise controlled these sales. For purposes of the H-2A employment relationship between the workers and Sun Valley, the payments by the workers to Mr. Hernandez were no different than workers buying meals from a McDonald's or drinks from a Wawa or a ShopRite. Even if Sun Valley had any legal liability for these third-party purchases, the Administrator does not seek to recover Mr. Hernandez's profit (not one cent of which went to Sun Valley), but the full amount of the payments ($234,079.28) plus nearly $200,000 in CMPs. This is both legally unsupportable and completely outrageous.
- Apart from the absence of a cognizable legal theory for recovering any of the amounts paid to Mr. Hernandez for the 3 meals that he provided to the workers each day, the Administrator has somehow concluded that the workers were entitled to completely free soft drinks, energy drinks, sports drinks, and cold beer on demand, at "cost." Not surprisingly, this six-figure claim finds no support whatsoever in the H-2A regulations.

- The remaining claims involve relatively smaller CMP amounts, each of which will be discussed below, and each of which should be dismissed.

At most, this case involves misunderstandings by some of the new H-2A workers about their employment with Sun Valley. But even viewing the facts through the worst-case prism, this is not the monstrous employer that the Administrator attempts to portray here, and pursuing nearly $600,000 in recovery from them will

destroy a family farm and a legacy of honest hard work built over generations. Sun Valley Orchards and the Marino family respectfully ask the Court to look past the overheated and intended-to-outrage language from the Administrator and consider the testimony of the workers themselves and the pure facts of the case, and then to dismiss these claims and allow this farm to put this nightmare behind it and go back to producing food.

I. Introduction

A. Background

Sun Valley Orchards is a family farm operated by 4 generations of the Marino family, dating back almost 100 years. Sun Valley grows, packs, and distributes fresh market freestone peaches, cucumbers, squash, pickles, peppers, and asparagus on approximately 2,500 acres of farmland in Salem and Gloucester counties, near Swedesboro, New Jersey. Deposition of Russell J. Marino, Jr. ("RM")[2] at 19. Brothers Russell J. Marino, Sr. ("Russell Sr.") and Harry Marino, Jr. formed Marino Brothers in the early 1970s to operate the family farm, and changed the name to Sun Valley in 2012 when two of Russell Sr.'s sons, Joe Marino and Russell J. Marino, Jr. ("Russell Jr."), became partners in the company. Those four are the current owners of Sun Valley, assisted in the packing house by Russell Jr.'s son, Dominic Marino. Russell Sr., Harry, Joe, and Russell Jr. are the managers and make all executive and

[2] Citations to deposition testimony will use the initials of the deponent and page number in the transcript, as follows: Agustin Hernandez (AH); Joseph Marino (JM); Russell Marino, Jr. (RM); Hugo Leonel Cinta Tegoma (HLCT); Carlos Cervantes Ramirez (CCR); Hector Mishel Garcia Dominguez (HMGD); Jose Luis Silva Lopez (JLSL); Miguel Angel Elizondo Soto (MAES); and Dario Morales Acosta (DMA). The H-2A deponents will be referenced in the text using their dual surnames, *e.g.*, "Mr. Cinta Tegoma testified that ...."

operational decisions for the farm – staff-level employees assist with bookkeeping, packing/shipping, and crew-level direction of the field workers.

B. Kitchen, Meals, Drinks, and Housing

Sun Valley operates a housing site for its non-local workers (H-2A or remote U.S.), including sleeping facilities, a dining room, and a large kitchen with two stoves, two freezers, a microwave, and five refrigerators that Sun Valley has provided. AH 54-56. Sun Valley pays 100% of the utilities for the kitchen – gas, electricity, and water. AH 57; Exhibit R1[3] (paid utility bills).

> We provide the facility and we have nothing to do with it after that. It's not our – it's not – it's nothing to do with us.
> ...
> We provide free housing and we provide a kitchen. Pay all the utilities and that's it.
> ...
> I think we bought everything, the stoves, we – we provided all that.

JM at 34-35. Mr. Marino later added to this testimony by reiterating that:

> And I do want to clarify the question about the food and kitchen stuff. The reason the answers are no, because we are not involved, never have been involved in anything that goes on with food or kitchen. That's a fact. Always has been. Always will be. We provide the free facilities and that is it. End of story.

JM 79. Agustin Hernandez operated the kitchen and an informal "store" and workers had the option to pay him for prepared meals or items outside of these meals (soft drinks, snacks, etc.). None of the witnesses testified that Sun Valley purchased or sold food or charged workers for meals or any other items – food or

---

[3] Documents produced by Respondent during discovery will be identified as Exhibit R__" or "Ex. R__"; those produced by the Administrator will be "Exhibit A___" or "Ex. A__" if there are no corresponding Bates numbers associated with the precise page, or simply by the Administrator's Bates number – *e.g.*, DOL00123 – where available. Written discovery responses will be identified by abbreviated title and response number, *e.g.*, Admr. Interrog. Resp. 1.

otherwise – only that they had purchased them from Mr. Hernandez. HMGD 69-70 (paid Mr. Hernandez, never paid Sun Valley); CCR 10-11 (only paid Mr. Hernandez for meals and drinks); Admr. Interrog. Resp. 16 ("The Administrator is not aware of documents showing payments workers made to Sun Valley through Sun Valley managers other than Agustin Hernandez.").

The workers testified that they never interacted with any of the Marinos, both that the Marinos did not observe them purchasing drinks from Mr. Hernandez and that the workers never raised any concerns with the Marinos, apart from a single meeting discussed below. *See, e.g.,* CCR 46-47 (never saw or interacted with any supervisors or bosses from Sun Valley, only dealt with Mr. Hernandez).[4]

Mr. Hernandez took the initiative to offer hot prepared meals to the workers, purchasing food and hiring and paying kitchen staff, which included his wife. AH 13-14. Sun Valley never gave Mr. Hernandez any instructions about how to operate the kitchen or who could use the kitchen, nor did it set any rules for how he ran the kitchen. JM 36; AH 106-107. No money was deducted from workers' wages by Sun Valley nor paid by workers to Sun Valley for meals or any other items purchased and re-sold by Mr. Hernandez. DMA 39; HMGD 69.

The workers were free to purchase meals or drinks from other vendors with their own money, and several testified to doing so. JLSL 19 (purchased cases of soda from store), 23-24 (purchased beer from store), 51 (bought drinks from store and

---

[4] In response to an Interrogatory asking the Administrator to "[i]dentify any worker from the 2015 season who discussed the provision of meals, condition of housing, or condition of transportation with Sun Valley," the Administrator offered only the possibility of a pre-season orientation but no claim of complaints made or discussions held during the work period. Admr. Interrog. Resp. 17.

did not get in trouble with Sun Valley or Mr. Hernandez for doing so); CCR 24 (bought soda at store); DMA 39 (went to store near laundromat), 44-45 (able to purchase food and drinks at store on free trips to laundromat/store twice a week). Several workers chose to prepare their own meals or purchase meals from other sources, all without consequence from Sun Valley. MAES 11 (coworkers decided to cook their own food and not purchase prepared meals from Mr. Hernandez).

The H-2A workers deposed in the case testified that they had never asked Sun Valley if they could use the kitchen and had, instead, either paid Mr. Hernandez for prepared meals or made other arrangements for meals. DMA 38 (never asked to put anything in refrigerator or to use stove); CCR 65 (no one ever asked about using the kitchen); HLCT 37 (no workers ever raised issues about the kitchen with Marinos).

Another part of Mr. Hernandez's job as a "crew chief" involved keeping the housing site or "camp" clean and well-maintained. AH 23-24, RM 43. This included directing employees to clean the camp – bathrooms, dining room, etc. – as well as performing repairs to windows and doors, painting, and any other issues identified during the New Jersey state inspection of the camp at the beginning of each season. AH 24-25.

C. Three-Fourths Guarantee and Early Departure Forms

Apart from the typical one or two early-departing or absconding workers that any H-2A employer experiences, there were two times during the 2015 growing season when significant groups of H-2A workers departed from Sun Valley early. The first group, approximately 19 workers, decided as a group that harvesting

asparagus was more difficult than they wished, stopped working *en masse*, and despite pleas from Joe Marino and Russell Jr. for the workers to stay at Sun Valley and go back to work so that the asparagus harvest wouldn't be lost, chose instead to return home to Mexico after working for less than 2 weeks of a 6-month job order. This departure occurred during the first week of May 2015.

The second group of approximately 44 workers completed three-fourths of the job order before being sent home because Sun Valley's pepper crop failed due to excessive rain that Summer. Of those 44 workers, the Administrator agrees that 38 were paid-in-full for their work that season, but challenges Sun Valley's three-fourths calculation for the remaining 6 workers. This later departure took place during early August 2015.

The two groups of departing workers involve diametrically opposite analysis. For the May departures, Sun Valley does not claim that three-fourths of the hours were offered, but will demonstrate that the workers departed voluntarily. The parties even agree that the workers found the work more difficult than they planned before coming to New Jersey. The issue is not one of calculation, but one of personal motivation – why did the workers leave? For the August departures, the reason for departure is clear (the pepper crop failure), and the Administrator challenges only Sun Valley's calculations.

The workers departing in May were all working on the asparagus harvest and all came from the region of Veracruz. HMGD 47-48. The three remote deponents from this group of 19 each testified that he had never picked asparagus before doing so at Sun Valley in 2015. HMGD 46 (had only ever worked on tobacco

and sweet potatoes, never with asparagus); CCR 47-48 (had worked in agriculture for 20 years, but never on asparagus); HLCT 36 (experience picking strawberries, peaches, cucumber, and squash but not asparagus; although picking strawberries is "heavy work," "[a]sparagus is a bit harder"). Each acknowledged that the Sun Valley job order explained to them that they would be picking asparagus. HMGD 48; CCR 61; HLCT 10.

Although the workers did not care for asparagus harvesting, they understood the need for doing so. HLCT 12-13 (working in the fields involved harvesting asparagus and nothing else "because it was the season for asparagus") CCR 65-66 (asparagus grows very quickly compared to other vegetables and if not harvested quickly, "[i]t rots. It grows too much and it is not useful any more"); HMGD 52 (if asparagus is not harvested on a regular schedule, "[i]t goes soft. It rots," and without enough workers to harvest it, "all the asparagus would have rotten.").

The first group of workers – including the 19 asparagus workers from Veracruz – arrived at Sun Valley and began work on or about April 26, 2015. HMGD 8 (worked for around two weeks), 51 (started work the day after arriving)[5]; CCR 52 (agreed with April 25, 2015 arrival); HLCT 38-39 (took four days to get from Monterrey, Mexico to Sun Valley in New Jersey; crossed border on April 23, 2015). Less than two weeks later, on or about May 5, 2015, the workers stopped working, announced to Mr. Hernandez that they were not going back to work, and demanded

[5] Wage and Hour Investigator Jose Perez took a statement in January 2016 of a conversation with Mr. Garcia Dominguez, in which he stated that he arrived at Sun Valley on April 25, 2015. DOL 00228.

a meeting with Russell Marino, Jr. to discuss their position. HMGD 28-29 (stopped working during second week at Sun Valley and met with Russell Jr. the next day).

Mr. Garcia Dominguez testified that Russell Jr. asked them "do you want to work or not or what's happening here." HMGD 31. Although the workers believed that Russell Jr. was upset that they were refusing to work and threatening to quit, each had a different account of the specifics of the meeting.[6] Mr. Cervantes Ramirez thought that the meeting was to get clarification as to whether they were to be paid on an hourly or piece-rate basis, and recalled that no one spoke for the workers and there was no "leader" of the group. CCR 38-39, 43-44, 63.

Mr. Cinta Tegoma recalled that a group "just didn't show up to work," and asked Mr. Hernandez to meet with Russell Jr. because they believed that Mr. Hernandez was being "too demanding" and asked too much of the workers, and that the meeting occurred the following morning. HLCT 26, 27. Mr. Cinta Tegoma characterized himself as a spokesman for the group, telling Russell Jr. that he was "thankful" and "really grateful" "because of the opportunity of giving me a job. And I was also somehow embarrassed because I couldn't give him what he wanted." HLCT 26-27. His complaint was that the work was too difficult – "we're not machines or animals. We're just people. People get tired." HLCT 27. He clarified his testimony,

[6] And each forgot that Joe Marino was at the meeting, although Joe, Russell Jr., and Agustin each clearly remembered him being there, and Joe Marino testified as to the exchange between the workers and Agustin and Russell Jr. in Spanish. *Compare* JM 47-54 (describing meeting, questions to workers about what was wrong, workers advising Marinos that they wanted to go home to Mexico); RM 104 (Agustin, Joe, and Russ met with 19 workers); AH 168 ("Russ, Jr. and Joey came to the camp to talk to them"), 171 (19 workers at meeting with "Joey, Russ and me"); *with* CCR 61 (never met anyone else from Marino family except Russell Jr.); HMGD 35 ("It was us and Russell and Agustin."); HLCT 26 ("Mr. Russell was there and we were like 15 or 17 more persons in that meeting.").

however, agreeing that he did not object to working long days, but would have been happy to stay if the supervisors were "more respectful" toward him. HLCT 36, 55.

Mr. Garcia Dominguez recalled that one of the workers spoke for the group, but was not certain which one, and thought that he may not have been an H-2A worker. HMGD 35-36.[7] His recollection generally matched the other workers – he believed that the meeting was to ask for more respect from Mr. Hernandez and not to be yelled at for their work. HMGD 36. He specifically remembered the workers telling Russell Jr. "We just – we're not good for this job. Why can't we get a different job." HMGD 37. He also recalled that the workers still in the fields continued to work at Sun Valley, but the group that requested the meeting all returned to Mexico. HMGD 39; *see also* HLCT 54 (all departing workers were cutting asparagus).

Agustin's recollection of the meeting matched the workers' on the key issue – he also remembered them saying that the work was more difficult than expected and that they were unable to do the job. AH 170-185. He recalled them complaining that the work was "too hard" or "too much" and telling him that the domestic workers who had been there for years were a "great group. They work hard. We can't keep up with them. This job is for mens [*sic*] he told me." AH 177-178. He knew that the workers

> were talking and talking, that they didn't like the job. And they were suffering in the field. I saw them. And calling by phone. I hear a couple of guys calling to their agent in Mexico. I spoke with their agents. And I just, I explain to her, it was a lady, I explain to her and I told them that the job was too tough for them. And then he asked me to speak with one of the guys again. And he tell her, that yes, the job was too tough. That it was not for them. That job wasn't for them. That they would want to leave.

[7] He also thought that there were between 6-12 workers at the meeting. HMGD 35.

AH 173. None of the workers told Mr. Hernandez that they had a specific request or complaints or wanted any changes, nor did any indicate that they wanted to stay at Sun Valley. AH 176-177. Mr. Hernandez specifically told workers "you don't want to go, you don't have to go." AH 177.

Russell Marino, Jr. clearly remembered the 19 workers leaving as a group, "they said they couldn't do the work." RM 101. He elaborated that Agustin had brought to his attention that "there were several men that either couldn't do or didn't want to do the work and wanted to go back home." RM 101. A day or two earlier, Agustin had advised him that some workers "were finding the work much harder than they had anticipated and they were complaining a little bit." RM 102. After speaking with the workers and realizing that they had made up their mind as a group to return to Mexico, Russell Jr. started the process of preparing the necessary paperwork to report the early departures to DOL and DHS and to arrange return bus transportation for the workers. RM 103.[8] In light of the need to bring in the asparagus harvest, Russell Jr. noted that "I wasn't firing the guys, because I obviously needed help to get my product to the packing house." RM 103-104.

Joe Marino specifically remembered that he and Russell Jr. "were just trying to figure out what the problem was. ... What's going on, what's, what's the problem. What don't you like?" JM 53. Once the workers had announced to the Marinos that they were leaving, "All I know is we did everything we could, we needed them bad. We couldn't afford to lose them. They wanted to go home, so." JM 54. As the

---

[8] Even though workers voluntarily terminating employment are not entitled to return transportation payments by the employer under 20 C.F.R. § 655.122(h)(2).

workers described, without enough help to harvest asparagus, it will rot and the farm will suffer significant losses. In describing the group of early-departing H-2A workers, Joe Marino explained: "We were just starting asparagus harvesting and we really needed them bad. ... They didn't want to do the work. And we were stuck, stuck in a bad way, in a real bad way. We needed, we needed workers." JM 48. "I'm sure you're aware, this H-2A program is not an easy program to navigate. You just don't pick up the phone and replace 20 people. Meanwhile, the asparagus comes out of the ground every day, every day, every day, every day. You've got to cut it. There's nobody there to do it. So that's how that went." JM 48-49.

Under 20 C.F.R. § 655.122(n), an H-2A employer has two days to file a report with DOL's Chicago National Processing Center and DHS if a worker abandons employment. In consultation with Sun Valley's filing agent, Theresa Ward at National Agriculture Consultants, LLC ("NAC"), Russell Marino, Jr. printed out standard abandonment/early departure forms in which the 19 workers could report that they were terminating their employment. RM 118-119, 141-142. Ms. Ward advised Russell Jr. that checking "the box that said they didn't want to do the work" or couldn't do the work, "might make it harder for the men in the future to get return work." RM 120. The workers testified that Russell Jr. never told them which box to check on the form as to the worker's reason for departure. HMGD 45. Mr. Cinta Tegoma echoed what Ms. Ward had told Russell Jr., expressing a concern independent of that conversation, namely that if he chose the option saying that he was leaving because he was unable to do the job, "then I wouldn't be able to go back to the United States." HLCT 68-69.

The second group of workers left during August 2015 after a period of excessive rain led to the failure of Sun Valley's pepper crop. RM 127-128; JM 75-76. When asked whether Sun Valley could have afforded to keep all of its workers for the rest of the growing season after the pepper crop failure, Russell Jr. answered as follows: "If I was able to, I would have kept them. I'm sure that would have been very detrimental to me to hang onto labor. You don't want to pay labor to do that, walk through the fields and don't pick anything. That would be foolish." RM 140. Joe Marino reiterated this when asked the same questions the next day – "We had a crop disaster. We lost our pepper crop. We had nothing left to pick. Nothing left to pick. There's no work. So we determined we had to let people go. And we made sure that their contracts were fulfilled for the guys that were laid off. That's the end of that. There's no work. It's a disaster." JM 75-76.

Russell Jr. worked with Sun Valley's bookkeeper to create a list of workers who had already completed their three-fourths guarantee under Section 655.122(i). RM 127; JM 47. Sun Valley uses a state-of-the-art payroll tracking system to record the precise amount of time worked by each employee and the number of units for which the applicable piece-rate payments would be made, and then relays that data to an accounting/payroll software program that generates reports and paychecks. JM 19-23, 39-45. The time-tracking system is known as "P.E.T. Tiger" and involves bar-coded photo identification cards provided to each worker and hand-held bar-code scanners linked to iPads that each crew chief would use to "clock-in" and "clock-out" each of the workers and to track the number of units processed for piece-rate purposes. JM 21. Every day, the data collected by the P.E.T. Tiger system

on iPads would be transferred to the central computer in the Sun Valley office, where the "Famous" software platform assembles the information, calculates the hours worked and units processed by each employee, and generates pay statements and paychecks at the end of the week. JM 23. If an employee were sick or otherwise did not work on a given day that the rest of the crew did, that would be reflected in the P.E.T. Tiger and Famous systems. JM 78.

When Russell Jr. and Lisa Justice reviewed the Sun Valley payroll records in August 2015, they had an idea of how many workers were needed to complete that season's work and how many needed to be let go. RM 129-131. Russell Jr. and Lisa prepared a list of workers based on the number of hours completed – choosing those who had met their three-fourths guarantee threshold. RM 130-131, 133. Once that list was prepared, Russell Jr. and Mr. Hernandez called the workers together, discussed the pepper crop disaster and explained that there was not enough work remaining for all of them. RM 131-132. Russell Jr. recalled that "a lot of the guys at that point, they were, they were excited. Some of them were excited to go home and see their families." RM 132. At a subsequent meeting, a day or two later, the list of names was read out of the workers who would be returning to Mexico. RM 133. Sun Valley provided the list of workers to Ms. Ward at NAC, who then reported the early departures to DOL and DHS, as required by law. RM 150.

II. Argument

Summary decision is appropriate where no genuine issues of material fact remain for trial. *See, e.g., Anderson v. Liberty Lobby*, 477 U.S. 242, 254 (1986). Where parties file cross-motions for summary decision, the Court must apply the

summary judgment standard to each party's motion individually. *See, e.g., Appelmans v. City of Philadelphia*, 826 F.2d 214, 216 (3d Cir. 1987). As set forth point-by-point below, while the parties may disagree about the legal conclusions in the case, there are relatively few genuine issues of material fact remaining for trial, if any. Sun Valley respectfully asserts that the Court can and should issue a summary decision in Respondent's favor, dismissing the claims presented by the Administrator in this matter.

A. Sun Valley Complied With the Meals Requirement and Did Not Deduct Any Money At All From Its Workers.

The majority of the Administrator's claim against Sun Valley relates to the workers' meals. The precise theory under which the Administrator seeks to recover more than $430,000 from Sun Valley is not yet clear from the pleadings or discovery responses, but no theory supports this request.

To the extent that the claim rests on the error in the 2015 ETA Form 790 job order – stating that a kitchen would be provided and not referencing a "meal charge," that theory fails for two reasons. First, as discussed below, Sun Valley does maintain a kitchen and the workers chose instead to purchase prepared meals from Mr. Hernandez. Second, the Administrator's Determination and Order of Reference specifically seek $0.00 in back wages and $0.00 in CMPs based on the alleged violation of 20 C.F.R. § 655.122(q) – the failure to disclose the "meal plan" charges. DOL 00006-13 (Administrator's June 22, 2016 Determination Letter). Thus, no recovery can arise from this theory – either factually or legally.

If the Administrator's theory is a violation of 20 C.F.R. § 655.173, meal charges in excess of the Department-approved limit, that theory also fails. There is

no such violation alleged in the Determination or Order of Reference. The testimony and documentary evidence make clear that the workers purchasing prepared meals from Mr. Hernandez paid him between $75 and $80 per week. CCR 10 ($75); JLSL 10 ($80); MAES 10-11 ($80). For 2015, the allowable daily meal rate for the H-2A program, under Section 655.173, as set by DOL, was $11.86, or $83.02 per week. *See* 80 Fed. Reg. 9482 (Feb. 23, 2015). Thus, any payments made by workers were safely within the allowable limit set by the Department of Labor, itself, and no liability can arise on those grounds.

Third, were the Administrator to argue that the amounts paid by the workers exceeded the actual cost of purchasing, preparing, and serving the meals, that argument would fail as well. Such a claim is not alleged in the Determination or Order of Reference. The calculation of "back wages" claims makes clear that this is not how the Administrator has analyzed the claim – the amounts are $75 or $80 per week for each worker, uniformly, indicating no effort to compare that amount to the actual cost of the food or labor involved in preparing the meals. DOL00144-159. The same Wage & Hour Division office brought a similar claim against Sun Valley in 2013, based on this idea of Mr. Hernandez "over-charging" migrant U.S. workers for meals under MSPA. DOL 00104. The Administrator assessed "back wages" of only $6,237 for 81 workers there, compared to $128,510 for 147 employees (19 of whom were at the farm for less than 2 weeks), and $1000 in CMPs in 2013 compared to nearly $200,000 in 2015. *Id.* Without conceding that a claim for "over-charging" workers is in any way appropriate here, the disparity in "back wages" claims makes clear that the actual cost-benefit to the workers played no role in the

Administrator's calculations. The workers ate all of the meals prepared by Mr. Hernandez and the kitchen staff that he hired – there is clearly no way for Sun Valley to "recoup" those meals if it is forced to pay several hundreds of thousands of dollars for them now.

Finally, the closest argument to the Administrator's calculation of damages (albeit still hundreds of thousands of dollars off) comes from the Department's litigation position in the *Global Horizons* litigation. There, the Administrator took the position that the entire amount of the "undisclosed" meal charges must be repaid to the H-2A workers, with CMPs. 2010-TAE-0002 (Dec. 17, 2010) (Order on Partial Summary Decision), at 8-9. The Court interpreted the basis for this claim as sounding in the lack of disclosure in the job order, described specifically as follows:

> The purpose of the disclosure is to allow the regulating federal agencies to assure that foreign workers are not being brought into the country to do work at wages below the prevailing wage that would be paid to U.S. citizens and others living in this country with the right to work here. *See generally* 20 C.F.R. § 655.103(a) (ensure that U.S. workers are not adversely effected); *see also*, 20 C.F.R. §655.122(a) (preferential treatment of aliens prohibited). If workers agree to meal prices that afford a profit to the employer, the effect is the same as if the employer paid below-market wages.

Id. at 8.[9] In *Global Horizons*, the employer itself collected the meal charge, purchased the food, and provided the meals to the H-2A workers. *Id.*

---

[9] The Court also expressly rejected the Administrator's attempt to assess CMPs, finding that, despite the lack of disclosure, "there is no indication that the Company in fact exploited the workers (or gained an advantage by hiring them rather than U.S. workers) by overcharging for meals." *Id.* at 9 (further stating that "[m]ost important" is the lack of proof that the employer profited from the preparation and sale of the food).

Here, as discussed throughout this brief, the undisputed facts demonstrate that Agustin Hernandez performed each of those roles, and Sun Valley neither deducted money from the workers' pay checks nor collected money from them later. Not a single cent was paid to Sun Valley with respect to meals (much less for the separate sales of drinks, snacks, or beer). Thus, even under the holding in *Golden Horizons*, the concern that non-disclosure might result in profit-taking by an employer that, in effect, could lower wages below the Adverse Effect Wage Rate is completely absent here. The better analogy is workers taking their own wages and going out to purchase food on their own. No profit accrues to the employer and the integrity of the wage-setting process remains perfectly intact.

The Administrator does not seek to recoup any profit earned by Sun Valley related to meals charges (there was none; Sun Valley never received a single penny related to meals), nor any profit earned by Mr. Hernandez as the difference between what he paid for meals and what the workers chose to pay him. Likewise, the Administrator specifically seeks $0.00 in CMPs for Sun Valley allegedly failing to disclose the meal plan vs. free kitchen/transportation. So, no money is claimed for the allegedly misleading job order, no money is claimed from Mr. Hernandez for receiving that money (whether in total or in any potential excess above actual cost), but the Administrator seeks to collect more than $430,000 from an employer who never received any of that money and paid everything owed in wages already.

1. Sun Valley Provided a Kitchen and Access to Stores for the Workers to Purchase Food and Prepare Meals.

Sun Valley maintains a full kitchen in the housing provided to its workers, pays the utilities for the kitchen (electricity, gas, and water), and provides local

transportation to bring workers to a store and laundromat, where they can purchase food and other personal items. Under 20 C.F.R. § 655.122(g), an H-2A employer "either must provide each worker with three meals a day or must furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals." Sun Valley clearly complied with the second option. As referenced *supra*, Sun Valley furnished and paid the utilities for the kitchen, and provided free transportation to a store to purchase food that could be prepared in the kitchen.

The Administrator does not claim in the Determination that Sun Valley's workers were charged for trips to the store. None of the workers ever asked the Marinos to use the kitchen facility to prepare their own meals and, obviously, none were ever refused such permission. DMA 38 (never asked to use stove or refrigerator); DMA 38 (never asked to put anything in refrigerator or to use stove); CCR 65 (no one ever asked about using the kitchen); HLCT 37 (no workers ever raised issues about the kitchen with Marinos). Several workers testified to purchasing food from nearby stores. *See supra.* Sun Valley does not have a policy excluding its workers (H-2A or domestic) from using the kitchen in the housing unit. JM 78.

So, there is a fully-furnished and employer-paid-for kitchen, free trips to the store to purchase food, and $430,000+ in recovery demanded by the Administrator. This defies logic and the entire claim should be dismissed immediately.

2. Agustin Hernandez Operated the Kitchen and Sold Drinks In His Private Capacity; He Alone Incurred Costs and He Alone Received Payments from the Workers

One of Sun Valley's non-H-2A employees, Agustin Hernandez, has operated a side business, in which he purchased food items at his own expense, paid approximately three other individuals to cook meals for workers at his own expense, collected money from some (not all) of the workers at their discretion, and paid for the food and kitchen staff wages from this money. *See, supra.*

The concern raised in *Global Horizons, supra*, that an H-2A employer might gain some wage advantage by failing to disclose a meal plan and turning a profit that effectively lowered H-2A workers' wages (similar to a Section 3(m) claim under FLSA lowering wages below the applicable minimum wage) is not applicable here. No matter how much the workers did or did not pay to Mr. Hernandez, Sun Valley's wage liability would never vary from the AEWR in effect for that season.

The Administrator seems to conflate Mr. Hernandez's role at Sun Valley as a crew leader or field worker with his side-business buying food and preparing meals or selling drinks to workers. *See* Admr. Interrog. Resp. 16, *supra*. The duty to comply with the attestations made in the H-2A petition documents rests solely with the H-2A employer. For purposes of this non-disclosure/wage-reduction theory from *Global Horizons*, it is the payment of money by a worker to the party paying that worker's wage that is the concern, and potentially raises a breach of the contract between the H-2A employer and the Department of Labor by which the employer promises (under penalty of perjury) to meet the requirements set forth in the job order. To introduce the added dimension of a non-H-2A employee as

creating liability in that context makes no sense. *See, e.g., Young v. Bethlehem Area Vo-Tech Sch.*, 2007 U.S. Dist. LEXIS 13531, *39 (E.D. Pa. Feb. 28, 2007) (dismissing breach of contract claim resting on *respondeat superior* theory, as "it would make no sense to involve the doctrine of *respondeat superior* (which establishes vicarious liability for negligence) in a claim for breach of contract.").

If the allegation against Sun Valley involved tortious conduct rather than the funds collected by Mr. Hernandez, then his role as an employee might be relevant. Even in such a case – which is clearly not presented here – the vicarious liability is limited to situations where the employee is acting within the scope of his or her employment. *See, generally, CBS Corp. v. FCC*, 535 F.3d 167, 190 (3d Cir. 2008), vacated on other grounds by *FCC v. CBS Corp.*, 556 U.S. 1218 (2009).

Likewise, if Mr. Hernandez and Sun Valley were "joint employers" of the H-2A workers, under a farm labor contractor theory, then his conduct with respect to meal charges might be relevant to Sun Valley. *See, e.g., Ramos Ortiz v. Paramo*, Civ. Action 06-3062, 2008 U.S. Dist. LEXIS 72387 (D.N.J. Sept. 19, 2008). In *Ramos Ortiz*, the plaintiffs were domestic agricultural workers from Puerto Rico, living in a farm labor camp operated by defendant Carmen Paramo in nearby Monroeville, NJ, while working at the defendant farm, Martin J. Catalano Farms, LLC, in Pilesgrove, NJ. Plaintiffs brought FLSA and MSPA claims against Ms. Paramo as a farm labor contractor and against Catalano Farms on a "joint-employment" theory, arising from charges paid by the plaintiff-workers to Ms. Paramo for meals and drinks. These charges allegedly brought their wages below the FLSA minimum, and the MSPA

claims arose from Ms. Paramo's recruitment, housing, and transportation of the workers.

Judge Kugler, in assessing whether Catalano Farms might be liable for the actions of Ms. Paramo, particularly with respect to the FLSA claims for meal and drink charges, began from the logical starting questions of: (1) who was the "employer" of the plaintiffs, since the FLSA's duties are those of the employer; and (2) whether the defendants were "joint-employers" such that the violations of one employer (Ms. Paramo) could legally be attributable to the other employer (Catalano Farms). This analysis involved multiple steps and application of common-law joint-employment principles spanning several pages of the thorough decision. Luckily for all of us in this case, the Administrator has spared everyone that process by admitting (as she must, under the undisputed facts of the case) that "[Mr.] Hernandez was not an employer in 2015 within the meaning of the H-2A regulations." Admr. Resp. to Request for Admission 23. While Mr. Hernandez was originally charged with MSPA violations as a separate farm labor contractor, the Administrator has long since abandoned this theory, dismissed all claims against Mr. Hernandez as an FLC, and stated multiple times in Responses to Requests for Admissions that Mr. Hernandez is and "was at all relevant times Sun Valley's employee, agent, and manager." *Id.*

In *Ramos Ortiz*, the plaintiffs were in an employment relationship with the party who collected the meal and drink charges from them that reduced their wages below the FLSA minimum. There is no such relationship between the workers at issue in the current case and Mr. Hernandez. Nor is there any joint-employment

relationship between Mr. Hernandez and Sun Valley that would make his collection of meal and drink charges from the workers the responsibility of Sun Valley, unlike the situation of Catalano Farms in *Ramos Ortiz*.

The H-2A regulations specifically define "employer" in 20 C.F.R. § 655.103(b) as follows:

> Employer. A person (including any individual, partnership, association, corporation, cooperative, firm, joint stock company, trust, or other organization with legal rights and duties) that:
>
> (1) Has a place of business (physical location) in the U.S. and a means by which it may be contacted for employment;
>
> (2) Has an employer relationship (such as the ability to hire, pay, fire, supervise or otherwise control the work of employee) with respect to an H–2A worker or a worker in corresponding employment; and
>
> (3) Possesses, for purposes of filing an Application for Temporary Employment Certification, a valid Federal Employer Identification Number (FEIN).

Sun Valley is the only employer here, and the Administrator has not shown that Sun Valley received any payments from workers for meals nor for anything else. Those payments went to Mr. Hernandez in his individual capacity; the Administrator has similarly no evidence that Sun Valley: (1) directed Mr. Hernandez to collect those amounts; (2) approved of Mr. Hernandez doing so; nor (3) even knew that this was happening. This was clearly outside the scope of his job duties for Sun Valley, so no employer-agent theory of attributing liability to Sun Valley for his actions would possibly apply here.

3. None of the Workers Complained About the Meals; Any Worker Participating in the "Meal Plan" Received and Ate the Meals for Which He Paid; The Amounts Paid to Mr. Hernandez Were Below the DOL-Mandated Level.

Sun Valley never received any complaints about meals or meal charges from its employees in 2015. JM 78-79. Mr. Hernandez specifically testified that he never saw the workers speak with Russell Jr., Joe Marino, or any other member of the Marino family, nor did they ever ask him to relay a message or complaint to them. AH 168-169. None of the H-2A workers from 2015 deposed in this matter indicated that they ever complained to Sun Valley or any of the Marinos individually about the meals provided by Mr. Hernandez, nor meal charges paid to Mr. Hernandez. HLCT 37. In the past, during annual Wage & Hour audits of Sun Valley, the Investigators have commented positively about the meals:

> Wage and Hour has been to our farm since we have been in business, every year they come. They say what a great job we do. The kitchen is fantastic. The food smells wonderful. They all want to sit down and eat with everybody.

JM 79. As discussed above, the workers received the full "benefit of the bargain" with Agustin, being served and consuming the three hot meals per day.

If the job order had stated that 3 meals per day would be provided and the workers would be charged by Sun Valley directly up to the limit set by the Department of Labor for H-2A employers, there would be no issue here. For the 2015 season, DOL permitted H-2A employers to charge up to $11.86 per day for meals.[10] *See* 20 C.F.R. § 655.173 (setting mechanism for DOL-determined maximum

[10] Under 20 C.F.R. § 655.173(b), H-2A employers have the option of petitioning for higher meal charges, based on documents showing the cost of goods and services directly related to providing and serving meals.

daily meal charge); 80 Fed. Reg. 9482 (Feb. 23, 2015) (announcing meal charge of $11.86/day for 2015 season). That results in a maximum weekly charge of $83.02.

The deponent workers consistently recalled that the amounts they paid to Mr. Hernandez were below that $83.02 DOL level. Mr. Garcia Dominguez did not testify as to the amount, but had previously told the Wage & Hour Investigator, Mr. Perez, that he had paid $75/week. DOL00228. Mr. Cervantes Ramirez testified that he paid $75/week, after previously telling Mr. Perez that he had paid $80/week. CCR 10. Messrs. Silva Lopez and Elizondo Soto echoed the $80/week estimate. JLSL 10; MAES 10-11. Mr. Cinta Tegoma originally threw out a figure of $450/week, but later claimed that that was only an example of a number, and estimated the actual meal charge at $70 to $80 per week. HLCT 18-19, 48-49. Only Mr. Morales Acosta offered a figure above $83.02/week, a round estimate of $100/week that no other witness supported. DMA 13. Ultimately, the Administrator's own investigation report [DOL 00014-17] specifically concluded that the amounts paid by the workers were "$75 to $80" weekly. DOL 00017.

Even if the Administrator were to change theories mid-case and raise the issue of the reasonable cost of prepared meals in that area, $10 per day does not go very far in securing three hot meals per day in New Jersey (nor anywhere else in the U.S.). These workers would have been hard-pressed to find a better deal on food in this area, making the Administrator's attack on Sun Valley all the more puzzling.

4. Sun Valley Did <u>Not</u> Take Any Payroll Deductions.

Sun Valley did not deduct any amount from its workers wages; each worker was paid 100% of the amount earned during that pay period. Nor did Sun Valley

collect a single penny of money from any worker for meals or any other food items or other products after they were given their complete pay checks.

The H-2A regulations do not define "deduction" but do state throughout the preamble that wages must be received by the worker "free and clear," referencing FLSA regulations as to "free and clear" and "kick-backs" at 29 C.F.R. § 531.35. In that regulation, the Department distinguishes between wage payments made "finally and unconditionally" to an employee, and those where the employee "'kicks-back' directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee." The Administrator can point to no benefit to Sun Valley from any payments by workers to Mr. Hernandez for meals. Had the same workers taken their full paychecks and cooked their own food or purchased prepared meals from restaurants or other sources, nothing whatsoever would have changed with respect to Sun Valley. Once the paychecks were delivered to the workers and the wages disbursed to the employees, Sun Valley had no further cost or benefit with respect to those payments.

The testimony referenced above in the recitation of facts makes clear that none of the workers believed that Sun Valley collected any money from them – either as payroll deductions or as payments later – but, instead, that any payments went directly to Mr. Hernandez. Moreover, even assuming *arguendo* that Sun Valley had chosen to take deductions and pay the "meal charge" directly to Mr. Hernandez, rather than paying the full wages due directly to each worker, that would not be an improper "deduction" from pay under 29 C.F.R. § 531.40. In such cases, so long as

the employer does not "derive any profit or benefit from the transaction," and there is no intent to evade Section 3(m) of the FLSA, the direct deduction is permitted. While the regulations state that "it is suggested that full and adequate record[s]" be created, they are not required by the regulations. The DOL-dictated allowable meal charge level was never exceeded, and there is no proof of any "up-charge" of an unreasonable meal charge. In any event, the undisputed facts show that the workers received their full pay check, with no deduction taken whatsoever.

This applies with even greater force for non-meal purchases by the workers. The Administrator has offered no evidence of any kind establishing or even suggesting that Sun Valley received any payments from any of its employees for meals, drinks, snacks, beer, or any other item. No evidence whatsoever.

In fact, the Administrator's hand-picked witnesses each testified that they only ever paid Mr. Hernandez and never paid Sun Valley. Deposition of Hector Mishel Garcia Dominguez ("HMGD") at 69-70 ("Q: Did you ever pay the company? A: No. Not the company. Q: Did you ever pay the company for meals? A: Not to the company."; "Q: Did Sun Valley deduct any amounts from your paycheck for meals or drinks? A: No. Q: How did you pay for those? In cash or by check? A: Cash.").

5. The $70,000+ Claimed for Sodas, Sports Drinks, and Energy Drinks and $33,000+ for Beer Is Misguided and Miscalculated.

a. There Is No Duty to Provide Free Soft Drinks

The H-2A regulations refer to providing meals – they impose absolutely no requirement on employers to offer free sodas, sports drinks, or energy drinks. *See* 20 C.F.R. § 655.122(g). The Administrator can point to no authority requiring an

employer to provide these items to workers free of charge. Still, the Administrator insists that Sun Valley must pay 100% of the amounts claimed to have been paid by its workers to Agustin Hernandez to purchase these drinks. Not the claimed "profit" of any difference between the wholesale price paid by Mr. Hernandez for cases of drinks and the per-drink price paid by the workers, but the entire estimated value of the drinks. As a reminder, the consistent testimony was that workers paid cash from their own pockets to Mr. Hernandez for these items, no payroll deductions were ever made, and none of the Marinos were ever present when this happened. HMGD 69-70; CCR 10-11; Admr. Interrog. Resp. 16.

Based on questions posed during the depositions, it appears that part of the Administrator's theory may be that workers purchased drinks from Mr. Hernandez during breaks in the field because water was not provided by Sun Valley. In fact, the testimony was that water was provided to the workers at all times, and that they chose to purchase these drinks instead of water. JM 67-71 (describing of practice of having cool water available in the fields, with 20-25 "Igloo coolers" of drinking water replenished throughout the day so that water never ran out)[11]; AH 69-70, 141-150 (cold water available at truck alongside field where work performed, even in multiple fields; worker assigned to refill water jugs during day; some workers preferred soda; free cold water available during meals); DMA 13-17 (water from kitchen available to drink in the fields during day); JLSL 50 (water available in the fields and dining room); HMGD 10, 70-71 (water available in fields; never ran out; sometimes chose to drink water, sometimes soda). In fact, WH Investigator Jose

[11] Photographs of these Igloo coolers sitting on pickup trucks in the fields were taken by the Wage and Hour Investigators. DOL 01866-68.

Perez specifically reported that "On the days of inspection, it was verified that migrant agricultural and H-2A workers had cool clean water and single use cups readily made available to workers to use in order to hydrate themselves." DOL00052 (further stating that "[p]ortable toilets with hand-washing facilities were made available to the workers in proper ratio in the fields").

To the extent that the Administrator attempts to argue that the workers were somehow "coerced" into purchasing drinks with their own money because of a lack of available drinking water, that position is pointedly contrary to the testimony of their own witnesses and employees. If, on the other hand, the Administrator tries to claim that soft drinks, energy drinks ("Monster" or "Red Bull"), and/or sports drinks ("Gatorade") should have been included in the weekly meal charge – this claim finds no support in the regulations or case law. The H-2A regulations impose no requirements for what must be included in a given "meal," just stating that the employer must provide a worker with "three meals a day." 20 C.F.R. § 655.122(g). In the preamble to the 2010 H-2A regulations, an "employee representative" proposed adjusting the subsistence payments while the workers are travelling to and from the United States so that they might "purchase nutritionally adequate meals during their journey," 75 Fed. Reg. 6912, but the Department rejected the proposal.

In the 2015 H-2A special procedures for the range production of livestock, the "herder rule," which obviously does not apply here, the Department added specific language requiring that, "[t]o be sufficient or adequate," employer-provided meals "must include a daily source of protein, vitamins, and minerals." 20 C.F.R. §

655.210(e)(1). As far as beverages, even the herder rule requires only the provision of "potable water" and not additional beverages of the worker's choosing. *Id.* at Section 655.210(e)(2). The Department clearly knows how to require employers to provide H-2A workers with specific food or drinks, but affirmatively chose not to do so here. *Cf. UPMC-Braddock Hosp. v. Sebelius*, 592 F.3d 427, 438 (3d Cir. 2010) (agency's use of language in one part of regulation but choice of different language in provision at issue reflects conscious choice by agency).

b. There Is Definitely No Duty to Provide Free Beer

Nothing in the H-2A regulations (or the FLSA, MSPA, or any other DOL regulations) addresses the private sale of beer to workers. There is absolutely nothing in the regulations requiring employers to provide cold beer at wholesale prices to their H-2A employees. If there were, that would probably raise an argument that H-2A employers were creating an unfair recruiting advantage over domestic growers by doing so.

The issue of prices being limited to the "wholesale" or "cost" level applies only where an employer seeks a credit under Section 3(m) of the FLSA for providing an item in lieu of wages in order to reach the $7.25 federal minimum wage threshold. That has absolutely no application to the present case. Even under Section 3(m), the concern is with employers providing "reasonable cost" or "fair value" "board, lodging, or other facilities" in lieu of wages. *See* 29 C.F.R. § 531.2. Beer is not "board, lodging, or other facilities," the amounts charged by Mr. Hernandez were "reasonable" and "fair," and in no way took the place of the full 100% amount of the wages paid to the workers by Sun Valley. If the workers chose

to purchase beer with their wages, that is their right as adults, and it in no way creates liability on the part of Sun Valley for that decision.

The workers were certainly not forced to make these beer purchases from Mr. Hernandez – several of the workers chose not to drink beer and others purchased beer from stores rather than from Mr. Hernandez – demonstrating both the ability to purchase beer (and other drinks or food) from stores and their exercise of free-will in deciding to sometimes purchase them from Mr. Hernandez. MAES 26-27; JLSL 23-24, 53. Of the six remote deponents, two testified that they did not drink beer at all – Mr. Garcia Dominguez and Mr. Cinta Tegoma. HMGD 19; HLCT 16.

Furthermore, the Administrator has utterly failed to explain why the decision by some of the workers to purchase beer from Mr. Hernandez triggers nearly $32,000 in "back wage" liability on the part of Sun Valley. Notably, the workers also testified that Mr. Hernandez did not sell beer to workers when any of the Marinos were nearby – "No. I think this was something he was doing under the table without them finding out." MAES 46; JLSL 50 (Marinos were never there when Mr. Hernandez sold soda or beer); CCR 62 (same); *cf.* RM 98-99 (Q: "Have you ever seen beer being sold?" A: "No.").

As weak as the argument for the soft drinks is, the claim related to beer purchases is far weaker still and should be dismissed completely and as soon as possible.

c. The "Back Wage" Calculation is Fatally Flawed

The Administrator seeks $71,790.08 for soft drinks and $33,779.20 for beer purchased by some of the Sun Valley employees from Agustin Hernandez in 2015. DOL 02128 (Investigator Perez's summary itemization of drink charges). The basis for this assessment is easy to miss in the 3,700+ pages of documents provided by the Administrator, but comes on a single page (DOL 00143), and is calculated as follows:

For soft drinks:

- An unweighted average of 5 soft drink prices ("Soda, Gatorade, Monster, Juices, and Jarritos") is calculated, for an average drink price of $1.25.
- 14 unidentified employees were asked how many drinks per day they recall purchasing from Mr. Hernandez, with numbers ranging from zero[12] to an astounding 9 drinks per day. The total was divided by the number of workers (*see* footnote below), for an "Average # of Drinks" of 4.42.
- The average drink price of $1.25 was multiplied by the average # of drinks per day of 4.42 and multiplied again by 7 days/week, for a "Weekly Charge" of $38.68. That number was applied across-the-board to every worker for every week they were with Sun Valley for even part of a week (1,856 worker-weeks), for a total "Back Wage" calculation of **$71,790.08**.

For beer:

- The chart shows a "Sales Price" of $2.00, presumably the price that the undisclosed workers told Investigator Perez they paid Mr. Hernandez per beer.
- The next line says: "Coors Light" without further notation, then "Qty 30; Purchase $20.99; Cost $0.70; Profit $1.30; x 2 Drinks $2.60; 7 Days $18.20."

---

[12] Oddly, the blank line was not included in the denominator when Investigator Perez calculated the average. This mistake alone (setting aside for the moment the arbitrary and erroneous nature of the entire exercise) overstates the back wages claim by $5,048.32.

- No explanation is offered for why "Coors Light" was chosen, nor the basis for the $20.99 "purchase," much less the universal 2 beers/day assumption.
- That $18.20 figure was then multiplied by the same 1,856 worker-weeks for a total "Back Wage" calculation of **$33,779.20**.

The total "Back Wage" assessment comes on the "Breakdown of Back Wages" prepared by Investigator Perez. DOL02128.

The issues with the soft drink calculation are set forth above – it seeks the full price of the drink rather than the difference between price paid to Agustin and price that he paid for the drink; it misuses its own miniature data set to improperly calculate the average; and it relies on unsupported averages, estimates, and guesses as to purchase patterns. Even if the Court were to find Sun Valley somehow responsible for the workers' purchases of soft drinks, the Administrator's proposed calculation should not possibly stand as the basis for any realistic assessment of damages here.

With respect to the somehow worse calculation of beer "back wages," the figure offered by the Administrator carries no credibility whatsoever and is flatly contradicted by the testimony of the Administrator's own witnesses. Counsel for the Administrator asked countless questions of the six former Sun Valley H-2A employee deponents regarding the sale of soft drinks and beer. Although the only basis for calculating the Administrator's claim is the price (unsupported by any specific evidence) of a 30-pack of Coors Light cans. DOL00143. Not one of the deponents mentioned Coors Light and, moreover, there was specific testimony that cans of beer were $1 each and not $2 each, but that bottles may have been $2 each. HMGD 17-18, 20 (cans $1, bottles $2, 40 oz. bottles $5; brands sold were: Bud Light,

Budweiser, Modelo, and "Caguama"[13]); DMA 18-19 (didn't really remember price, estimated $12 for a six-pack Cerveza Modelo; cans of Budweiser, Bud Light were cheaper); MAES 16 (Bud Light, Victoria); JLSL 21-22 (Bud Light, Budweiser, and Caguana); CCR 20 (paid Mr. Hernandez $20 for 24-pack of beer cans; Bud Light, Budweiser, and Caguama); HLCT 20 (Corona, Modelo, Modelo Especial). Choosing the largest possible grouping (30-pack) of the smallest and least expensive possible unit (cans) of a domestic light beer, when the workers specifically testified to buying bottles of imported beer that is not sold in 30-packs, is at best misguided and at worst a cynical attempt to improperly inflate the Administrator's claim for recovery.[14]

Moreover, the wholesale price for large quantities of beer is not the proper baseline for determining "reasonable" or "fair" pricing. Mr. Elizondo Soto specifically testified that he had purchased cans of beer at a nearby store – "For each one, I think it was $2 a can, a small can, of the small ones." MAES 45-46. Even if Mr. Hernandez had charged $2 for a can of beer (which the testimony cited above shows he did not do), the only testimony about the purchase price of a comparable item at a store in that area was that that was the market price for that item.

---

[13] This word was elsewhere translated/transcribed as "caguana" – described by one witness as "like a large beer" rather than a particular brand (MAES 13) and by another as a brand of beer (JLSL 22).

[14] By way of comparison and without conceding that the remainder of the WHD's calculation is accurate nor that there is any duty to sell beer at any particular price, even a cursory review of supermarkets in the area shows that a case of Corona <u>on sale</u> costs $27.99 for 24 bottles – considerably more per unit than the cans of Coors Light used by the Administrator for its calculation. A copy of this week's circular from the nearest ShopRite to Sun Valley is attached as Ex. R2. Even using this price point results in a wildly different "profit"/"back wages" calculation.

Likewise, the assumption that all of the workers drank beer and are, somehow, entitled to "back wages" is specifically contrary to the workers' own testimony. The former H-2A deponents each testified that not all of them bought any beer, and further than not all of their co-workers bought beer. HMGD 19 ("I don't drink. I only heard what the other people asked when they bought the beer."), 21 ("Around maybe 10 or 12 people are the ones that would buy beer" out of an estimated 40 workers total at Sun Valley – N.B. the back wage assessment is for 147 workers); HLCT 16 ("I saw that other people would buy beer from him [Mr. Hernandez], but I didn't buy any."); DMA 39 (there were workers who did not buy any beer); MAES 24 ("Just a few of them [the H-2A workers] were drinking beer, not all of them."); JLSL 49 (some workers did not drink beer but majority did); CCR 22 ("most" co-workers purchased beer from Mr. Hernandez, none bought more than he did, and none during the week).

Those who testified that they did buy beer estimated that they bought 1 per day.[15] DMA 13 (he bought one beer at dinner), 18 (co-workers drank "[a]bout a six-pack" per week; he bought 2-3 beers per week); MAES 27 ("I wasn't drinking a lot. I would buy approximately two beers a week."); JLSL 20-21 (bought beer "[a]bout three days a week" and one or two per day); HMGD 17 ("One beer per night."); CCR 11 ("During the weekends I would buy one or two beers."). Thus, each element that the Administrator has included in its calculation of "back wages" regarding beer

[15] The witnesses consistently testified that their coworkers drank more soft drinks and more beer than they did – which raises questions of recollection or accuracy, not support for the Administrator's inflated estimates.

purchases introduces further error into the overall calculation, leaving no room for confidence in the Administrator's ultimate figure of nearly $32,000.

B. Three-Fourths Guarantee

The Administrator's other "back wages" claim asserts that Sun Valley did not meet the three-fourths guarantee with respect to 19 of the H-2A workers employed by Sun Valley who terminated their employment with the farm after less than two weeks of work in May 2015. The Administrator makes a similar claim for another 6 H-2A workers terminated in August after Sun Valley's pepper crop failed due to a prolonged period of heavy rain. These two claims involve significantly different facts – the early-season claim involving "too much" work, and the later-season claim involving "not enough" work. Each will be dealt with separately below.

1. The Early Departing Group

The Administrator has not advanced a consistent theory of why the first group of 19 workers terminated their employment at the beginning of May 2015. In the Administrator's Interrogatory Reponses, when asked to provide the reason that DOL believes each worker terminated their employment and the basis for that belief, the Administrator offered only the vague and internally-contradictory suggestion that "the Administrator alleges that these workers were either constructively discharged because of intolerable conditions of employment at Sun Valley, or were terminated after complaining about the conditions of employment at Sun Valley." Admr. Interrog. Resp. 11. No specific reason is given for any of the 19 workers involved, and during depositions, Counsel for the Administrator seemed to

suggest a third theory, in which the workers were not terminated but due, perhaps, to translation issues, believed that they had been terminated.

So, to recap, these workers either were or were not fired, either quit or did not quit, or possibly thought that they were fired but quit. Pleading in the alternative is generally acceptable, but parties may not plead facts in a way that is inherently self-contradictory. The Administrator only deepens the mystery around this point in its response to Respondent's Request for Admission 8, which asked the Administrator to admit that: "If any of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment were terminated without cause prior to the end of the work contract period in 2015, such worker(s) had already been offered three-fourths of the hours set forth in the applicable H-2A job order." The Administrator denied the request, stating, in part, that "the issue with respect to the three-fourths guarantee claim is not whether 'worker(s) had already been offered three-fourths of the hours set forth in the applicable H-2A job order,' but whether Sun Valley complied with 655.122(i) and related regulations." Admr. Resp. to Request for Admission 8. In fact, the duty to offer three-fourths of the hours set forth in the applicable H-2A job order is **precisely** what a three-fourths guarantee claim is about – the answer is right in the name. The Administrator did not set forth in its response how many hours below that three-fourths threshold were offered and, effectively, concedes that sufficient hours were offered to each of these workers. For Request 9, the response states only that the Administrator "denies that Sun Valley met the three-fourths guarantee in 2015 with respect to the workers identified in the Administrator's Initial Disclosures for whom Administrator seeks

back wages for Sun Valley's three-fourths guarantee violation." *Id.* This falls well short of the requirement in 29 C.F.R. § 18.63(a)(4) that "[a] denial must fairly respond to the substance of the matter."[16] This conclusory and circular statement – the Administrator believes that Sun Valley violated the regulations because the Administrator seeks back wages based on that violation – is not a meaningful denial, and should be deemed an admission on the issue of the three-fourths guarantee.

In fact, the workers testimony aligns perfectly with the recollection of Sun Valley – the H-2A workers assigned to asparagus harvesting found the work too difficult and wished to stop doing that work. For example, Mr. Garcia Dominguez testified that picking asparagus was difficult work, that he had never picked asparagus before coming to Sun Valley, that he knew that picking asparagus was part of the job before he came to the U.S., but that if he had been able to work on another vegetable, he would have stayed at Sun Valley instead of leaving. HMGD 46-48. Under questioning from Counsel for the Administrator, he expanded on this answer to say that we was "willing to continue working at Sun Valley cutting asparagus in 2015" but only "if we had been given another option, such as maybe collecting other vegetables or maybe planting, in the plantation, that's what the other workers were doing. Us, the ones that were hired, we were just picking asparagus and maybe there were other jobs that were easier." HMGD 73. *See also* CCR 61 (Q: "Do you prefer working on [other crops] as opposed to asparagus?" A: "Yes." Q: "If you could have worked on those instead of asparagus, would you have

[16] A number of the Administrator's "Responses" are limited to one word, "Denied." The Rules of Practice and clear instructions in the Requests make clear that this falls far short of the requirements for such responses.

stayed at Sun Valley?" A: "Yes."); HLCT 30 (would have been willing to stay if Russell Marino, Jr. "had accepted the conditions for us to work," *i.e.*, fewer hours harvesting asparagus). The workers testified that the group that left together were all working together in asparagus, whereas the large number of workers who remained at Sun Valley were working on other crops. *See, e.g.*, HLCT 54.

The Administrator's theory – to the extent that one exists – for this group departing after less than 2 weeks makes no sense at all. Why would Sun Valley go through the time and expense of the H-2A application process, pay to bring workers from Mexico to New Jersey, and then terminate them almost immediately in the middle of essential harvesting work? The explanation offered by Sun Valley (and corroborated by the workers, themselves) is far more plausible – the workers in this group simply underestimated the amount of work involved in asparagus harvesting, the job for which they applied and the job they agreed to do. The H-2A job order gives a list of the possible jobs that an employee might perform (doing work outside that job order exposes the employer to debarment and stiff penalties), but is not a "menu" of jobs that the workers can pick-and-choose from, at their individual discretion. While the workers stated that they would have preferred to do other work, the work that needed doing during that two-week period was harvesting asparagus – a short-season crop that grows incredibly quickly and rots if it is not harvested quickly and regularly. The pace of work would have slowed after that initial harvesting period – potentially more to these 19 workers' liking – and there were dozens of other H-2A workers who did not find the "conditions" (i.e., pace of work) so intolerable that they chose to leave Sun Valley.

It would make no sense at all for Sun Valley to fire these 19 workers at the moment that the farm needed them the most. Rather, these workers quit on the contract, leaving Sun Valley in a terrible position and forcing them to scramble and suffer significant losses. To force Sun Valley to pay tens or hundreds of thousands of dollars to this group of workers who quit on the job adds insult to injury. Sun Valley respectfully asks the Court to dismiss the three-fourths guarantee claim related to these 19 workers in its entirety.

2. Sun Valley Let Workers Go in August After the Pepper Crop Failed and After Each of the Workers Had Met Their Three-Fourths Guarantee for Hours.

Unlike the 19 workers who quit shortly after arriving at the beginning of the season, the workers let go in early August were terminated by Sun Valley. Simply put, excessive rain made the pepper crop fail, there was not enough work for all of the workers, so Sun Valley consulted with its H-2A filing agent, calculated the three-fourths guarantee for the season, and chose workers to let go who had met their guarantee already. Of the 44 workers terminated at this time, the Administrator seeks recovery for only 6 workers. At least some of these 6 workers had been injured or sick for a week or more during the 2015 season, so they would have been "offered" hours beyond those actually worked, for purposes of the three-fourths calculation under Section 655.122(i).

The U.S. Department of Agriculture, Farm and Foreign Agricultural Services, Salem/Gloucester Farm Service Agency, sent a letter dated August 4, 2015, explaining the rain event in mid-summer 2015 and the resulting crop losses in this area, stating as follows:

> Our vegetable growers in Salem and Gloucester Counties have had tremendous crop losses due to the wet weather we received in June and July of this year. Some crops have been totally destroyed with little or no harvest. Frequent rainfall allows disease to infiltrate the plants and the cover sprays, while very costly, have little to no effect. Crops affected include, but are not limited to: Cucumbers, Eggplants, Melons, Peppers, Pumpkins, Squash and Tomatoes. Disaster declarations have been processed for the area.

DOL00457. The decision-making process of how the Marino family responded to this crop disaster, including the decision to downsize part of its H-2A workforce in response to the loss of work, is discussed above.

Exhibit R3 is the calculation of three-fourths of the hours under the job orders that Lisa Justice prepared for Sun Valley. It shows that, for the job order with a start date of April 13, 2015, three-fourths of the hours would be 780 hours, total; for the job order starting on June 1, 2015, three-fourths of the hours would be 570 hours. The chart also shows the 6 workers who departed in August for whom the Administrator now contends "back wages" are owed. Only 1 of the 6, Jose Islas Larraga, started on the earlier contract with the 780-hour target. As shown in the table, he worked for part of June 2015 but recorded no hours worked in July or August 2015. In fact, his last day at Sun Valley was June 15, 2015, at which point he voluntarily terminated his employment. Under Section 655.122(n), this ended Sun Valley's three-fourths guarantee obligation to him.

The only one of the 5 workers appearing on that list who started in June 2015 who falls short of the 570-hour target for that group is Dario Morales Acosta, with 486.34 hours worked. Mr. Morales Acosta specifically testified that he missed a week or week-and-a-half of work with an injured toe. DMA 27. It appears that he was actually away from work for more than 2 weeks, but had he worked the hours

offered him during the week-and-a-half period that he acknowledged, as the other workers did, he would easily have exceeded the 570-hour threshold. In fact, the three-fourths guarantee operates on these "hours offered" and not on the hours actually worked. *See* 20 C.F.R. § 655.122(i). Thus, he has already been fully paid for his work at Sun Valley and no "back wages" are owed to him. Mr. Morales Acosta echoed the feeling of having been paid-in-full, when asked if he thought Sun Valley owed him any money for his work in 2015, he responded "I guess not because at the end of every week they would give us our check and our stub." DMA 50.

Although he worked more hours than the 570 required, Mr. Elizondo Soto also missed a week of work with the chicken pox. MAES 31-32. When asked, he stated that he did not think that he was owed any money for his work, but thought that he should have been paid for a period of time when he was sick and unable to work, since Mexico has mandatory sick leave. MAES 55-56. Needless to say, the U.S. and New Jersey do not have this legal requirement, so no money is owed for this theory.

Unlike the May departure group, where the analysis involves issues of pride and respect and personal motivation, the August departure group involves bar codes and software and black numbers on a white page. Working with their H-2A consultant and bookkeeper, Sun Valley carefully reviewed the data provided by their state-of-the-art computer time-tracking system to determine which workers had met their three-fourths guarantee targets. Each of the 6 workers identified by the Administrator met that level, as did the 38 other August departure workers not included in the Administrator's claim. These workers, as they themselves admit,

have already been paid-in-full, and Sun Valley respectfully asks the Court to dismiss the Administrator's claims regarding these workers.

C. Local Transportation

The Administrator has also assessed $7,500 in CMPs based on allegations related to local transportation, under 20 C.F.R. § 655.122(h)(4). Specifically, WHD claims that three of the five vehicles used for this local transportation "had insufficient tread on the tires for safe operation and one had a non-functioning rear directional." DOL 00011-12. WHD further alleges that the Sun Valley vehicles "were operated by drivers who failed to possess valid, unexpired driver's licenses recognized by the State of New Jersey for operation of same." DOL 00012.

Regarding the condition of the vehicles' tires and turn signal, Sun Valley uses both an in-house mechanic and third-party mechanic to conduct safety inspections and perform repairs, and the vehicles all passed their state inspections and a pre-season inspection by the State of New Jersey DOL. Ex. R4 (inspection and repair records for 2015). The Administrator has offered no evidence to support the allegation regarding the physical condition of the vehicles' tires or tail lights. Accordingly, summary decision is appropriate on this issue.

With respect to the licensing of the vehicles' drivers – the only testimony on this issue came from Mr. Hernandez, who stated that he approved of two drivers with driver's licenses issued by the Mexican government, and that Sun Valley did now know who was driving the vehicles. AH 124-125. The Administrator has not shown that these licenses are not "recognized by the State of New Jersey" to operate a motor vehicle. Summary decision is appropriate on this issue, as well.

That said, beyond the maintenance records referenced above, Sun Valley does not have specific documentary proof regarding the tread depth or tail lights of these 3 vehicles. To the extent that the Administrator can come forward with such evidence, Sun Valley still asserts that the $7,500 in CMPs on these claims is excessive, and that the Administrator has failed to articulate the basis for these CMPs nor the application of the mitigation factors in the regulations. This claim, just like all of the others, should be dismissed immediately and completely.

D. Housing

The Administrator seeks $3,600 in CMPs based on allegations that window or door screens were torn, some garbage cans were missing lids, one worker had placed a mattress on the floor instead of the bed frame, and "a number of Sun Valley's dormitory bathroom sinks lacked hot water."

The State of New Jersey Department of Labor and Workforce Development inspected Sun Valley's housing site on February 25, 2015, as it has before every growing season for decades. Ex. R5. That inspection specifically found that the water met all applicable standards (per a third-party test) [DOL 00331-334], windows and doors had appropriate screening, and that proper "Garbage Refuse" containers were provided. *Id.* The inspection report did not identify a single condition requiring correction. *Id.*

To the extent that workers had torn screens, removed garbage can lids, or moved a mattress between the State inspection and the WHD inspection, that is entirely attributable to the workers and not to Sun Valley. Russell Marino, Jr. testified that he directed and worked with Mr. Hernandez on maintaining the

housing site, and Mr. Hernandez further testified that he assigned one of the workers to perform clean-up duties at the housing. RM 43; AH 23-25. Agustin also testified that Russell Jr. visited the housing on a weekly basis "to see how clean we have everything." AH 106.

Regarding the claimed lack of hot water at some of the sinks, the sinks are all connected to the same plumbing and have equal access to hot and cold water. If enough workers shower or use the sinks in a short period of time, the hot water heater will need a short amount of time in which to generate more hot water, but the workers testified that the water would be hot again in a few minutes. HMGD 53 (one group could take hot showers, then other workers would wait for more hot water); CCR 29-30 (lots of workers in house, so sometimes waited for more hot water); JLSL 29 (hot water available in sinks, ran out when everyone took showers at same time, "we didn't use the sinks much"). The evidence specifically refutes the Administrator's claim that no hot water was available in "a number of" the sinks.[17]

Sun Valley passed its housing inspection with the New Jersey Department of Labor before the season with flying colors – no violations noted. Ex. R5. It then specifically directed Mr. Hernandez to keep the housing in that good condition throughout the growing season, a task made difficult with approximately 100 young men living there. RM 43. Mr. Hernandez performed some of the cleaning, himself, and directed workers to handle cleaning, as well. AH 23-25. If the Administrator can come forward with documentary proof that the housing conditions fell below

[17] At an absolute minimum, the $450 in CMPs attributable to the sinks should be dismissed.

the requirements for farmworker housing,[18] then Sun Valley would respectfully assert that it took all possible steps to maintain the housing properly at all times during 2015 and the assessment of $3,600 in CMPs is excessive and unwarranted.

E. There Was No "Coercion" to Waive Rights

The Administrator seeks an additional $1,350 from Sun Valley based on an allegation that an undisclosed number of H-2A workers were "coerced" into signing a form in an attempt to secure some kind of waiver of their three-fourths guarantee rights. Specifically, the determination letter states that:

> Russell J. Marino sought to have covered workers waive rights conferred under sec. 218 of the INA, regulations at 20 C.F.R. § 655, or regulations at 29 C.F.R. § 501. Specifically, the investigation disclosed that the employer and or his farm labor contractor coerced workers leaving the contracts prior to the ending date to sign a form created by Sun Valley Orchards, LLC stating that they were leaving early for "personal reasons" in an attempt to have them waive their ¾ guarantee rights as party to the contracts. Workers left the job early due to the conditions stated above in 20 CFR 655.122(i) and/or because of misrepresentations by the employer and/or his farm labor contractor.

DOL 00013. There are a number of erroneous statements in that paragraph that need to be unpacked.

First, the notice does not specify whether the party accused of this conduct was Russell Marino, Sr. or Russell Marino, Jr. Neither father nor son committed the actions alleged, but clarity in the accusation should be expected. The allegation is equally vague as to whether <u>either</u> Marino engaged in the alleged conduct or that <u>neither</u> did so but, rather, Mr. Hernandez was the "coercive" party.

---

[18] The housing was constructed prior to the application of the "new" 1980s standards for farmworker housing.

Second, the consistent testimony from Russell Marino, Jr., Joe Marino, Agustin Hernandez, and each of the 6 H-2A workers deposed in Mexico was that the workers were given a standard form to record that they were departing before the end of the job order period, to be provided to DOL and the Department of Homeland Security's Citizenship and Immigration Service (USCIS), as required by law. Each of the workers agreed that the form was presented to them with a choice of reasons why they were departing early. *See, e.g.,* HMGD 43 (recognizing the document "I can read the options that I read on that document and I had to choose one of them"); HLCT 68 (he put the check on the form). *See also* DOL 01945 (blank form, as provided to workers, apparently from photograph taken by unidentified worker and provided to DOL by way of CDM).

Third, the testimony and documentary proof clearly show that the forms provided to the workers did not "state" that they were leaving for personal reasons but, rather, gave a wide range of explanations for early departure, of which that was only one of the available options that the workers might choose. Many of the workers, in fact, did not make that selection. *See* Ex. R6. Despite the allegation that the workers were "coerced" or that forms were provided "stating that they were leaving early for 'personal reasons,'" the majority of the 19 H-2A workers who departed at the beginning of May 2015, after less than two weeks of work, ***did not check the box for "personal reasons."*** *See id.*

Admittedly, it is unlikely that the majority of these workers had sick or deceased family members at the exact same moment that required them to return to Mexico on short notice. The testimony of Agustin Hernandez and some of the H-2A

workers helps explain why they might have chosen the explanation on the form that they did. Mr. Hernandez testified that the workers were nervous that, if they stated that they were unable to do the work or keep up with the pace of work, then they might not be hired again on future H-2A visas. AH 182-184. Mr. Hernandez repeated several times that neither he nor any of the Marinos told the workers how to complete the form and that he had simply told them to "check the box more convenient for you" or "whatever is more convenient for you." *Id.* at 183, 184.

Mr. Silva Lopez added that the workers departing in August 2015 had spoken by phone with the agent in Mexico who had helped them find and obtain the job with Sun Valley, a woman named "Mayra," who advised them that it was "okay for us to sign the document, that it would do us no harm." JLSL 57.

The workers were asked during their remote depositions whether Russell Marino, Jr. had given them the form to sign, directed them how to complete the form, or in any way threatened them with respect to the form – each stated that Russell Marino, Jr. did none of those things. JLSL 58; HMGD 44-45; CCR 65; MAES 39-41; HLCT 51-52, 68, DMA 32. Each testified that Agustin Hernandez had handed them the form and allowed them to complete it. *Id.* Mr. Hernandez testified specifically that none of the Marinos were present when he handed out the forms, both to the 19 workers leaving in May and to the 44 workers leaving in early August. AH 182-183, 207.

Undersigned counsel has not located any cases applying this provision (29 C.F.R. § 501.5), and only one case involving the assessment of civil money penalties under Section 501.5's predecessor provision at Section 501.4. *See Global Horizons,*

supra. There, the H-2A workers actually signed an agreement under which their employer could collect income tax deductions, even though such withholding was expressly prohibited by IRS regulations.[19] *Matter of Global Horizons*, 2005-TAE-00001 (May 6, 2011) (Order Denying Motion to Dismiss), at 93. In that case, the Court explicitly noted that the employer "admitted they knew those deductions were impermissible." *Id.* The workers also signed documents agreeing to employer deductions from wages that were (and are) clearly prohibited by the H-2A regulations. *Id.* at 93-94.

In the present case, by contrast, the workers were specifically instructed that they were free to select which ever "box" they wanted on the early departure reporting form and specifically testified that they were concerned that if they reported that they were unable or unwilling to perform the work required, then they might not be allowed back in to the U.S. on future H-2A visas.

Moreover, unlike in *Global Horizons*, where the employer relied on the signed documents as a defense to the Administrator's claims regarding its concededly illegal practices, Sun Valley has never attempted to use the worker-signed departure forms as a defense to the Administrator's groundless three-fourths guarantee claims in this case. The forms were prepared to document the reasons for the workers departures – as chosen by the workers – but those forms are not an attempt to have the workers waive any rights that they had. The reason the workers identified by the Administrator are not entitled to "back wages" and the Department is not

[19] Just as the anti-waiver regulation has changed, the IRS regulations regarding tax withholdings for H-2A workers have also changed since that case was decided. *See* IRS Publication 51 *(Circular A), Agricultural Employer's Tax Guide*, available at https://www.irs.gov/pub/irs-pdf/p51.pdf (last checked June 1, 2017).

entitled to CMPs is not because of those forms, but because the May group left voluntarily, thus ending any three-fourths guarantee responsibility under Section 655.122(n), and the August group had already completed its hours worked/offered under Section 655.122(i)(1) and (3). There were no rights to waive, and this claim should be dismissed with all the rest. *Cf. United States v. Castillo*, 496 F.3d 947, 961 (9th Cir. 2007) (*en banc*) (dissent) (party "cannot waive a right that does not exist"); *United States v. Burns*, 433 F.3d 442, 444 (5th Cir. 2005) (party "cannot waive a right that did not exist at the time of the supposed waiver"); *see also Connecticut v. Barrett*, 479 U.S. 523, 532 n.2 (1987) ("I do not accept that a defendant could voluntarily, knowingly, or intelligently waive a right that he or she does not understand to exist.").

CONCLUSION

Despite Counsel for the Administrator's best efforts to paint the Marino family and Sun Valley Orchards as exploiters of workers on a massive scale, they have ultimately failed to prove any violations whatsoever. The eye-popping claims for back wages and CMPs are not matched by any credible proof of wrongdoing. Even the Administrator concedes that the payments for meals and drinks were made to Agustin Hernandez and not to Sun Valley. The 19 workers departing after less than two weeks in early May 2015 decided that the work was too difficult for them and left Sun Valley in dire straits with respect to the asparagus harvest. The group of workers departing in August 2015 after the pepper crop failure had all met their three-fourths guarantee levels. None of these workers were threatened or

coerced into signing anything, much less into any effort to waive their H-2A rights. At its heart, this case is all smoke and no fire.

Sun Valley respectfully asks that the Court dismiss the Complaint in its entirety against them as soon as possible, so that they can file their Equal Access to Justice Act motion for the full amount of their attorneys' fees and costs incurred in the defense of this baseless litigation.

DATED: June 1, 2017

/s/ Christopher J. Schulte
Christopher Schulte
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004
(202) 465-3000
(202 347-3664 (fax)

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2017 a copy of Respondent's Motion for Summary Decision with exhibits was sent by e-mail and overnight mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	)	Case No: 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC Respondent	)	

DECLARATION PURSUANT TO 28 U.S.C. § 1746

I, CHRISTOPHER J. SCHULTE, declare under penalty of perjury that the following is true and correct:

1. I make this Declaration based on personal knowledge of the facts and circumstances of this matter. I submit this Declaration in support of Respondent's Motion for Summary Decision.

2. True and accurate copies of the Administrator's Responses to Respondent's Interrogatories and Requests for Admission are attached hereto as Exhibits 1 and 2, respectively.

3. Attached hereto as Exhibit 3 are true and accurate copies of excerpts from the transcript of the deposition of Agustin Hernandez taken on April 18, 2017 in this matter.

4. Attached hereto as Exhibit 4 are true and accurate copies of excerpts from the transcript of the deposition of Russell J. Marino, Jr. taken on April 19, 2017 in this matter.

5. Attached hereto as Exhibit 5 are true and accurate copies of excerpts from the transcript of the deposition of Joseph. Marino, Jr. taken on April 20, 2017 in this matter.

6. Attached hereto as Exhibits 6 and 7, respectively, are true and accurate copies of excerpts from the transcripts of the depositions of Dario Morales Acosta and Miguel Angel Elizondo Soto, taken on May 3, 2017 in this matter.

7. Attached hereto as Exhibit 8 are true and accurate copies of excerpts from the transcript of the deposition of Jose Luis Silva Lopez taken on May 4, 2017 in this matter.

8. Attached hereto as Exhibits 9 and 10, respectively, are true and accurate copies of excerpts from the transcripts of the depositions of Hector Mishel Garcia Dominguez and Carlos Cervantes Ramirez, taken on May 10, 2017 in this matter.

9. Attached hereto as Exhibit 11 are true and accurate copies of excerpts from the transcript of the deposition of Hugo Leonel Cinta Tegoma taken on May 11, 2017 in this matter.

10. Attached hereto as Exhibit 12 are true and accurate copies of excerpts from the 3700+ pages of Administrator's May 22, 2017 document production in this matter, with Bates-numbered pages.

11. Attached hereto as Exhibits R1-R6 are true and accurate copies of the following additional Respondent's Exhibits:

- R1 – utility bills paid by Respondent for the kitchen located in workers' housing;
- R2 – weekly ShopRite circular showing bottles of Corona for $27.99 per 24-pack;
- R3 – calculation prepared by Sun Valley as to three-fourths guarantee;
- R4 – vehicle repair records from 2015;
- R5 – New Jersey Department of Labor inspection reports for Sun Valley housing;
- R6 – departure forms signed by workers in May 2015.

I declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct.

Executed on this 1st day of June, 2017

Christopher J. Schulte
Counsel for Respondent
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	)	Case No: 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC Respondent	)	

RESPONDENT'S EXHIBITS

RECEIVED
JUN - 2 2017
ADMIN LAW JUDGES
CHERRY HILL, NJ

Exhibit 1



UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Case No.: **2017-TAE-00003**	*	
	*	
In the Matter of	*	
	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	*	**ADMINISTRATOR'S RESPONSES TO RESPONDENT'S FIRST SET OF INTERROGATORIES**
v.	*	
	*	
SUN VALLEY ORCHARDS, LLC Respondent	*	
	*	
	*	

To: Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington DC 20004
Counsel for Respondent

The Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"), through the undersigned attorneys, hereby responds to Respondents' First Set of Interrogatories in the above-captioned case.

The Administrator reserves the right to supplement, revise, correct, or clarify any of the responses herein. The Administrator interprets the Interrogatories not to seek attorney-client communications between the Wage and Hour Division and the Office of the Solicitor, attorney work product, or information concerning documents provided to the Office of the Solicitor by the attorneys that represent the Respondent. The Administrator further interprets these

interrogatories to relate only to the instant matter and not to the matter that the Court dismissed on May 15, 2017, Secretary of Labor v. Agustin Hernandez, 2017-MSP-00002.

GENERAL OBJECTIONS

1. The Administrator objects to Respondent's Interrogatories as untimely served insofar as they call for responses after the close of discovery in this case.

2. The Administrator objects to these Interrogatories to the extent they seek information possessed by Department of Labor agencies other than the Wage and Hour Division, or possessed by individuals employed by such agencies. The Wage and Hour Division is the only Department of Labor agency that is a party to this case. The Administrator interprets such requests to refer only to the Wage and Hour Division.

3. The Administrator objects to Respondent's Interrogatories to the extent they seek disclosure of materials protected by the attorney-client privilege, the attorney work product privilege, the informant's privilege, the deliberative process privilege, the investigative techniques privilege, the common-interest privilege, and any other applicable protection, restriction or immunity from discovery. Such privileges are explicitly preserved and are not waived or limited by any response herein. The inadvertent disclosure of any information subject to such privileges or protection is not intended to relinquish any privilege or protection and shall not be deemed to be a waiver of any applicable privilege or protection.

4. The providing of information herein shall not be construed as an admission by the Administrator that any such information is relevant, material, or admissible for any purpose, including trial, in the above-captioned action, and the Administrator does not waive his right to object, on any ground, to the admissibility or use of the information provided in response to the Interrogatories.

5. The Administrator objects to Respondent's Interrogatories to the extent they seek information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. The Administrator further objects to the Interrogatories to the extent that they purport to impose discovery obligations beyond those provided for in the Rules of Practice and Procedure for Administrative Hearings of Administrative Law Judges, the Federal Rules of Civil Procedure, or other applicable rules or statutes.

6. The Administrator objects to Respondent's Interrogatories to the extent that they are overbroad, unduly burdensome, or would require an unreasonable investigation on the part of the Administrator given the needs of the case, the amount in controversy, and the issues at stake.

7. The Administrator objects to Respondent's Interrogatories to the extent that they are ambiguous, vague, confusing, misleading, or incomprehensible.

8. The Administrator objects to Respondent's Interrogatories to the extent a relevant time period is not specified, and to the extent the time period specified is overly broad.

9. The Administrator objects to Respondent's Interrogatories to the extent they seek admissions for which the Administrator has no independent means to ascertain the truth. The Administrator further objects to the extent that the information requested is not held by the Administrator or by an individual or entity with which the Administrator maintains a relationship that would enable her to procure the required information.

10. To the extent that the Administrator responds to Respondent's Interrogatories to which she objects, such objections are not waived. These responses are made without waiver of, and with preservation of all issues as to the competency, relevancy, materiality, privilege, and admissibility of these responses as evidence for any purpose.

11. All responses herein are based on the Administrator's current knowledge and reasonable belief, and the Administrator reserves his right to amend or supplement these Responses.

12. The Administrator incorporates by reference every general objection set forth above into each specific response set forth below. A specific response may repeat a general objection for emphasis or for some other reason. The failure to include any general objection in any specific response does not waive any general objection to that Interrogatory.

RESPONSES

1. Provide the name, address, and telephone number of each individual likely to have discoverable information that you may use to support your claims, including information to be used solely for impeachment, identifying in reasonably specific detail the substance of such information.

Response: The Administrator responds as follows:

A) Individuals with knowledge of the Department's investigations of Sun Valley Orchards, LLC ("Sun Valley") and Agustin Hernandez, and the findings of those investigations.

1. Jose L. Perez, Investigator, Wage and Hour Division;
2. John M. Crudup, Investigator, Wage and Hour Division;
3. Bryen Belcher, Regional Enforcement Coordinator, Wage and Hour Division;
4. Steven Risko, Assistant District Director, Wage and Hour Division;
5. Charlene L. Rachor, District Director, Wage and Hour Division.

These five individuals can be contacted through the U.S. Department of Labor, Office of the Solicitor, 201 Varick Street, Room 983, New York, NY 10014, attention Jason Glick, (646) 264-3687.

6. James F. Mooney, former Regional Enforcement Coordinator, Wage and Hour Division.

James F. Mooney can be contacted at: 51 Greenpond Road, Belvidere, NJ 07823; (908) 475-5136.

B) Individuals with knowledge of Respondent's employment policies and practices, including but not limited to: business operations, payroll and accounting, hours worked by employees, wages received and deductions made from wages, and the terms and conditions of employment at Respondent's workplace. The addresses and contact information for these individuals can be found in Respondent's records or is best known to Respondent.

7. Russell J. Marino Jr.;
8. Joseph M Marino;
9. Russell Marino;
10. Harry Marino;
11. Agustin Hernandez; and
12. Elia Pinon

C) Individuals with knowledge of Respondent's employment policies and practices, including but not limited to: hours worked by employees, wages received and deductions made from wages, and the terms and conditions of employment at Respondent's workplace, including but not limited to Respondent's kitchen, meal plan, and meal charges. Addresses and contact information for these individuals can be found in Respondent's records, is best known to Respondent, and/or for Sun Valley's H-2A workers, is contained in the attached Exhibit A. Pursuant to 29 C.F.R. § 18.60(d), Respondent is also referred to DOL 01602-04 and Exhibit A to the Administrator's February 15, 2017 initial disclosures.

13. Current and former agents and employees of Respondent, including but not limited to individuals who have worked in Sun Valley's kitchen facilities, and the individuals listed in the attached Exhibit A.

2. Describe by category and location all documents, electronically stored information, and tangible things that are in your possession, custody, or control that you may use to support your claims, including information to be used solely for impeachment.

Response: The Administrator may use the following documents in support of her claims. All of these documents are in the possession of the Office of the Solicitor

1. Department Investigation narratives, worksheets, checklists, and notes;
2. Department wage and CMP computation sheets;
3. Interview statements;
4. Photographs;
5. Payroll and hours records;
6. Employee meal charge tallies;
7. Supermarket and grocery receipts and price information;
8. Correspondence between the Department and the Respondents;
9. Correspondence between the New Jersey Department of Labor and Workforce Development and the Respondents;
10. Department Notices of Determination dated June 22, 2016 and August 9, 2016; and

11. ETA Form 790 Agricultural and Food Processing Clearance Orders, ETA Form 9142A Applications for Temporary Employment Certification, and similar documents filed by Sun Valley or issued in response to Sun Valley's filings;
12. Vehicle insurance documents from Sun Valley;
13. USDA letter concerning August 2015 weather problems;
14. Deposition exhibits and videos; and
15. Other documents produced by the Administrator or the Respondent in this matter, including but not limited departure forms signed by Sun Valley's former workers.

3. Identify each person who has, or reasonably may have, information that may tend to exculpate Respondents from one or more of the asserted violations. For each person, provide a reasonably specific and detailed summary of such information.

Response: The Administrator objects to this Interrogatory to the extent that it seeks information outside of the Administrator's custody or control as well as information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, the Administrator is not aware of persons who have information that may tend to exculpate Respondents from any of the asserted violations. Respondent is further directed to the Administrator's Document Production including but not limited to DOL 00001-462.

4. For each witness who is an employee of DOL, state, in complete and precise detail, all training and/or education that such witness has had with respect to the allegations that form the subject matter of this proceeding.

Response: The Administrator interprets this question as seeking information regarding who the Administrator will call as a witness at the merits hearing. Accordingly, the Administrator objects on the basis that this Interrogatory seeks the Administrator's witness lists before the time called for in the Court's February 7, 2017 order.

Subject to the foregoing and the general objections, the Administrator states as follows: John Crudup, Jose Perez, Steven Risko, and Charlene Rachor have completed Basic 1 and 2 training and the "Just in Time" agricultural training. In addition, Charlene Rachor has attended the Advanced Agricultural Training. These trainings include instruction on investigation techniques and the H-2A program, among other topics.

5. State whether any written statements were obtained in connection with the allegations set forth in either Notice of Determination (Exhibits 12 and 13). If a statement was obtained, please state the date the statement was obtained and the name, present or last known address and job title of the person or persons giving and obtaining the statement and having custody of the statement so obtained.

Response: The Administrator objects to this interrogatory to the extent that it seeks information protected by the informant's privilege. Subject to the foregoing, statements were obtained by Wage Hour Investigators Jose Perez and John Crudup. Mr. Perez and Mr. Crudup can be

contacted through the U.S. Department of Labor, Office of the Solicitor, Room 983, New York, NY 10014, attention Jacob Heyman-Kantor (646) 264-3672. The statements Mr. Perez and Mr. Crudup obtained are in the possession of the Office of the Solicitor. Pursuant to 29 C.F.R. § 18.60(d), Respondent is directed to documents produced by the Administrator including but not limited to DOL 00187-90; 00202-05; and 00225-0226.

6. Identify any expert witness(es) who you anticipate calling in this administrative hearing. With respect to such witness(es), further state: (a) the expert's current occupation and title, specialty and qualifications; (b) whether the stated expert has prepared a written report or whether he or she intends to; and (c) the substance of the facts and opinions about which the expert is expected to testify; and a summary of data relied upon for that opinion.

Response: The Administrator does not anticipate calling any expert witnesses.

7. Identify any other persons, not otherwise identified in the above paragraphs, who have knowledge or information related to any of your claims alleged in the Notice of Determination and describe the nature of that knowledge or information.

Response: The Administrator objects to this Interrogatory on the basis that it is vague. The Administrator further objects to this Interrogatory on the basis that it is unduly broad and overly burdensome to the extent that it seeks the information of individuals who do not have any discoverable information and seeks information beyond the scope of discovery. Subject to the foregoing, see Interrogatory Response 1. In addition, pursuant to 29 C.F.R. § 18.60(d), the Administrator hereby directs Respondent to the Administrator's document production.

8. Identify all documents provided by Respondents to DOL in response to any demand, whether written or oral, from DOL related to the investigation that resulted in the Determination letters.

Response: The Administrator objects on the basis that it is not clear what this interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals.

Pursuant to 29 C.F.R. § 18.60(d), the Administrator refers to the documents she is producing in this case, including but not limited to DOL 00463–1204, 00187–90; 00202–05; 001206–41, 001243–69, 001271–96, 001298–1318, 001320–56, 001358–95, 001397–1436; 001602–04; 02928–38, 02947–74, 03001–65.

9. Identify all documents reviewed and considered by DOL representatives prior to issuing the Determination letters.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals. The Administrator further objects to this Interrogatory to

the extent that it seeks information protected by the informant's, investigative files/techniques, and deliberative process privileges.

Subject to the foregoing and without waiving the general objections, pursuant to 29 C.F.R. § 18.60(d), see the documents the Administrator is producing to Respondent, including but not limited to DOL 00001-1465.

10. Identify all communications relating to any investigation of Respondents conducted by DOL, at any time prior to the present, including communications relating to the outcome of any such investigation and any action or potential action that DOL considered with respect to the results of such investigation.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all communications"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals. The Administrator further objects to this Interrogatory to the extent that it seeks information protected by the informant's, investigative files/techniques, and deliberative process.

The Administrator further objects to this Interrogatory as overly broad and burdensome. In addition to the documents she is producing in this case, the Administrator has in her possession a case file from a previous investigation of Sun Valley and is producing a redacted narrative of this investigation and of several earlier investigations. The Administrator objects to production of the underlying case file in her possession as the burden of processing and redacting it significantly outweighs whatever marginal relevance that it may have.

Subject to the foregoing and without waiving the general objections, pursuant to 29 C.F.R. § 18.60(d), Respondent is referred to DOL 00424-00456.

11. The Determination letter to Sun Valley alleges that 19 H-2A workers were "constructively forced to return home" prior to being offered three-fourths of the hours in the work contract. With respect to each of these workers, identify each worker whom you contend was underpaid, the reason that DOL believes each worker terminated their employment with Sun Valley, the basis for such belief, and specify in complete and precise detail all facts supporting your contention.

Response: The Administrator objects to this Interrogatory to the extent that it seeks information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, the Administrator alleges that these workers were either constructively discharged because of intolerable conditions of employment at Sun Valley, or were terminated after complaining about the conditions of employment at Sun Valley. These nineteen workers (who are more fully identified in the attached Exhibit A) are:

1. Jose Manuel Baltazar Cheguez;

2. Carlos Cervantes Ramirez;
3. Hugo Leonel Cinta Tegoma;
4. Humberto Dominguez;
5. Hector M. Garcia Dominguez;
6. Celso Grijalva Ramos;
7. Ines Hernandez Sanchez;
8. Javier Juarez Hernandez;
9. Marco G. Maldonado;
10. Gustavo Marquez Perez;
11. Cristian Mendez Hernandez;
12. Marcelo Ortega Vargas;
13. Delfino Antonio Reyes;
14. Lucio Rosales Lopez;
15. Venustiano Sanchez Dolores;
16. Isau Santiago Mendoza;
17. Tomas Sonalo Guerrero;
18. Adrian Vazquez Desion; and
19. Marcos Zaveleta.

Regarding the facts supporting our contention, pursuant to 29 C.F.R. § 18.60(d), Respondent is referred to documents the Administrator is producing in this case including but not limited to DOL 00020-00045, 00164-00254.

12. For any other Sun Valley employees that the Department believes are owed back wages concerning the three-fourths guarantee, please state, with respect to each worker, the amount you contend was underpaid, the basis for that conclusion, including the number of hours offered and the number required to have been offered.

Response: The Administrator objects to this Interrogatory to the extent that it seeks information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, the Administrator responds as follows: the amount of back wages owed to other Sun Valley employees for the three-quarters violation was calculated primarily based on the start dates and number of hours worked in Sun Valley's own payroll records, including but not limited to the "Job Card: Payroll Summary" and "Payroll Run Inquiry – Check View" found at DOL 01602-04, DOL00463-1204). The Administrator used those records of hours worked because Sun Valley did not produce or maintain records of hours offered in accordance with 20 C.F.R. § 655.122(j). The Administrator determined that the following employees (in addition to those named above) are owed back wages under the three-fourths guarantee given that these workers were terminated and/or constructively discharged.

Name	Number of hours offered	Number of hours required under the 3/4ths guarantee	Amount underpaid
Miguel A. Elizondo	471	550.5	$897.56

Soto			
Luis A. Luna Gonzalez	515.27	550.5	$397.75
Rodrigo Raya Tapia	475.25	550.5	$849.92
Jose L. Silva Lopez	540.73	550.5	$110.30
Dario Morales Acosta	352.23	550.5	$2,238.47
Jose D. Islas Larraga	470.75	695.25	$2,534.61

13. State in complete and precise detail all facts which you contend relate to the housing and transportation violations for which you seek civil money penalties in the Sun Valley determination letter, including the identity of all witnesses to the alleged violation(s), and the identity of all documents that you contend relate to such alleged violations.

Response: The Administrator objects to this interrogatory as vague and on the basis that it is not clear what this Interrogatory means by "identity of all documents"; the term "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals.

Pursuant to 29 C.F.R. § 18.60(d), Respondent is referred the Administrator's document production including but not limited to DOL 00018-00045. As discussed in those documents, regarding transportation, Sun Valley has had a policy of transporting workers using drivers without licenses or improper licenses. Sun Valley also used vehicles with worn-out tires and a vehicle with a broken rear-directional light. Regarding housing, Sun Valley housed workers in a dormitory that lacked proper screen doors and screens on windows, supplied garbage cans that had no lids, and had at least one worker sleeping on a mattress directly on the floor. Furthermore, a number of Sun Valley's dormitory bathroom sinks lacked hot water.

Regarding the identity of individuals who may have witnessed Sun Valley's substandard housing and unsafe transportation, see Interrogatory Response 1.

14. Provide the name, title, address, and telephone number of each individual who made or contributed to the determinations set forth in the Determination letters.

Response: The Administrator objects to this Interrogatory on the basis that it is vague.

Subject to the foregoing and without waiving the general objections, the following current and former Wage Hour employees participated or assisted in the investigation that resulted in the issuance of the June 22, 2015 Determination Letter:

1. Wage Hour Investigator Jose L. Perez;
2. Wage Hour Investigator John M. Crudup;
3. Wage Hour Assistant District Director Steven Risko;
4. Wage Hour Regional Agricultural Coordinator James Mooney (retired);
5. Wage Hour Regional Agricultural Coordinator Bryen Belcher;
6. Wage Hour District Director Charlene Rachor;
7. Office of the Solicitor, Counsel for Wage Hour Molly Biklen; and
8. Office of the Solicitor Trial Attorney Jacob Heyman-Kantor.

With the exception of James Mooney, these individuals can be contacted through the U.S. Department of Labor, Office of the Solicitor, Room 983, New York, NY 10014, attention Jacob Heyman-Kantor (646) 264-3672. James Mooney can be contacted at 51 Greenpond Road, Belvidere, NJ 07823; (908) 475-5136.

15. Identify in complete and precise detail all documents that were relied upon by each individual identified in answer to Interrogatory No. 14.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals. The Administrator further objects to this Interrogatory to the extent that it seeks information protected by the informant's, investigative files/techniques, and deliberative process privileges.

Subject to the foregoing and without waiving the general objections, pursuant to 29 C.F.R. § 18.60(d), see the Administrator's document production and the regulations at 20 C.F.R. Part 655, Subpart B, and 29 C.F.R. Part 501.

16. Identify all documents showing payments to Sun Valley and not to Agustin Hernandez by any worker for meals, food, drinks, beer, or cigarettes.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals.

The Administrator further objects to this Interrogatory on the basis that it makes no sense. Agustin Hernandez is a manager at Sun Valley; payments made to him are payments made to Sun Valley. The Administrator is not aware of documents showing payments workers made to Sun Valley through Sun Valley managers other than Agustin Hernandez.

17. Identify any worker from the 2015 season who discussed the provision of meals, condition of housing, or condition of transportation, with Sun Valley.

Response: The Administrator objects to this Interrogatory as vague, to the extent it seeks information from third parties and/or Sun Valley and to the extent that it seeks information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, Agustin Hernandez and Russell Marino Jr. testified at their depositions that Sun Valley holds orientations with all workers. Based on this testimony, the Administrator understands that Sun Valley had discussions with all workers concerning the provision of meals, housing, and transportation.

18. State whether the factors set forth in 29 C.F.R. § 501.19(b) were applied in this case and, if so, state the conclusions made with respect to the application of each factor to each alleged violation and the facts upon which such conclusions were based. State whether

any other factors were considered, and if so, identify such factors and the conclusions and facts upon which such conclusions were based in the application of such other factors.

Response: The factors set forth in 29 C.F.R. § 501.19(b) were considered for each civil money penalty assessment. Pursuant to 29 C.F.R. § 18.60(d), Respondent is referred to the documents the Administrator is producing in this case including but not limited to DOL 00018-45.

DATED: May 22, 2017
New York, New York

As to the Objections,

JENNIFER S. BRAND
Associate Solicitor of Labor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

/s/Jacob Heyman-Kantor
By: JACOB HEYMAN-KANTOR
Trial Attorney

Attorneys for the Administrator,
Wage and Hour Division United
States Department of Labor

CERTIFICATION

I certify that the foregoing answers to Respondent's First Set of Interrogatories are true and accurate to the best of my knowledge, information and belief.

Date: May 22, 2017

Signature

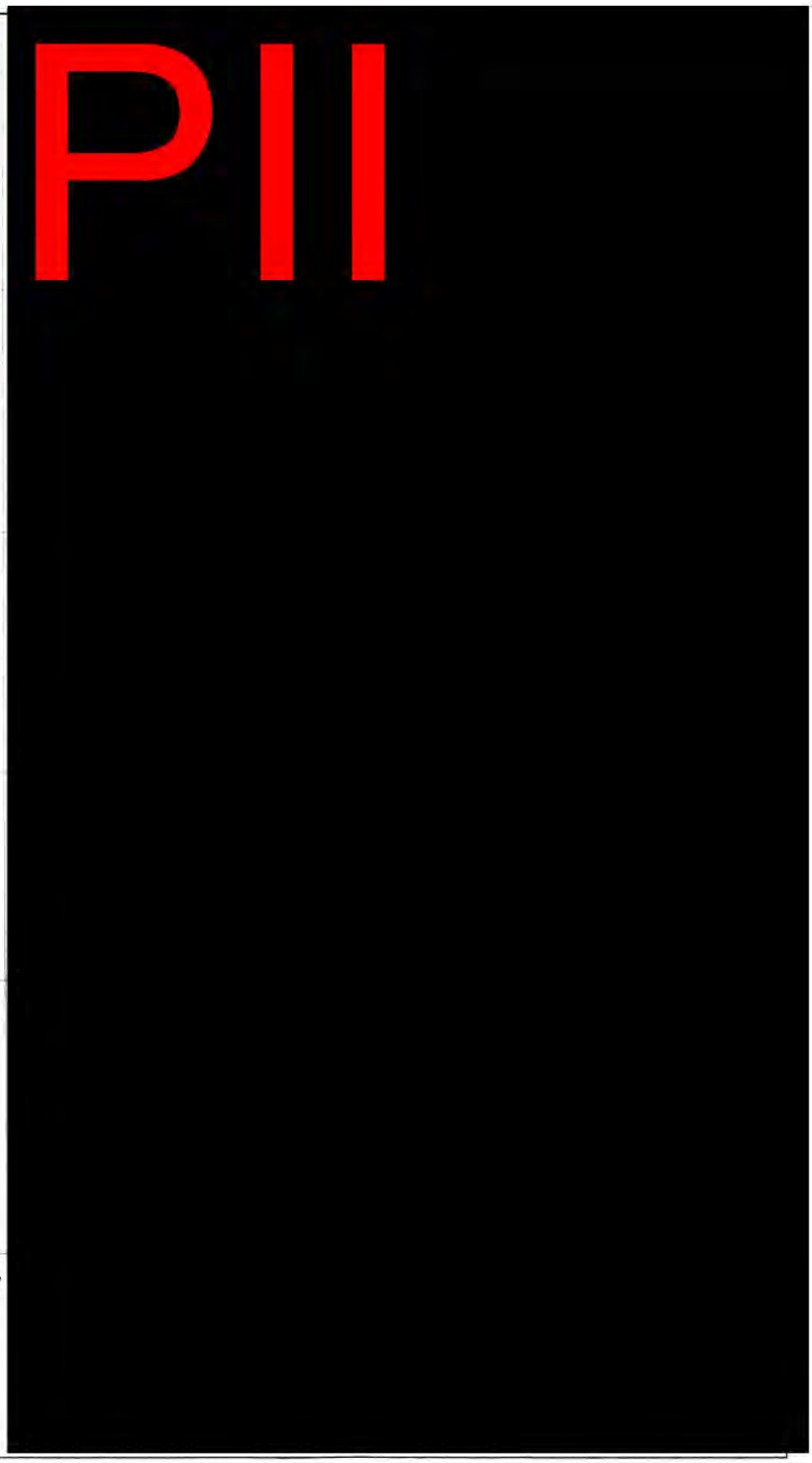
Charlene Rachor
U.S. Department of Labor
Wage Hour Division
District Director
Southern New Jersey District Office

Exhibit A

Aguilar Caldera, Eliseo	PII
Aguilar Marquez, Irineo	
Aguilar Soto, Trinidad	
Antonio Reyes, Delfino	
Arias Maya, German	

Arroyo Alonzo, Nicolas	[redacted]
Baltazar Cheguez, Jose Manuel	
Blanco Aguilar, Oscar Javier	
Cervantes Aguilar, Griseldo	
Cervantes Cumplido, Rafael	
Cervantes Ramirez, Carlos	

PII

Chargoy Escudero, Pedro	
Cinta Tegoma, Hugo Leonel	
Cruz Reyes, Carlos	
Cuellar Romero, Gustavo	
Cumplido Aguilar, Juan Manuel	
De La Cruz Martinez, Eduardo	

De La Cruz Morales, Rogelio	PII
Del Angel Salas, Geovanni De Jesus	
Dominguez Cruz, Humberto	
Elizondo Soto, Miguel Angel	
Flores Flores, David	
Flores Montero, Gilberto	

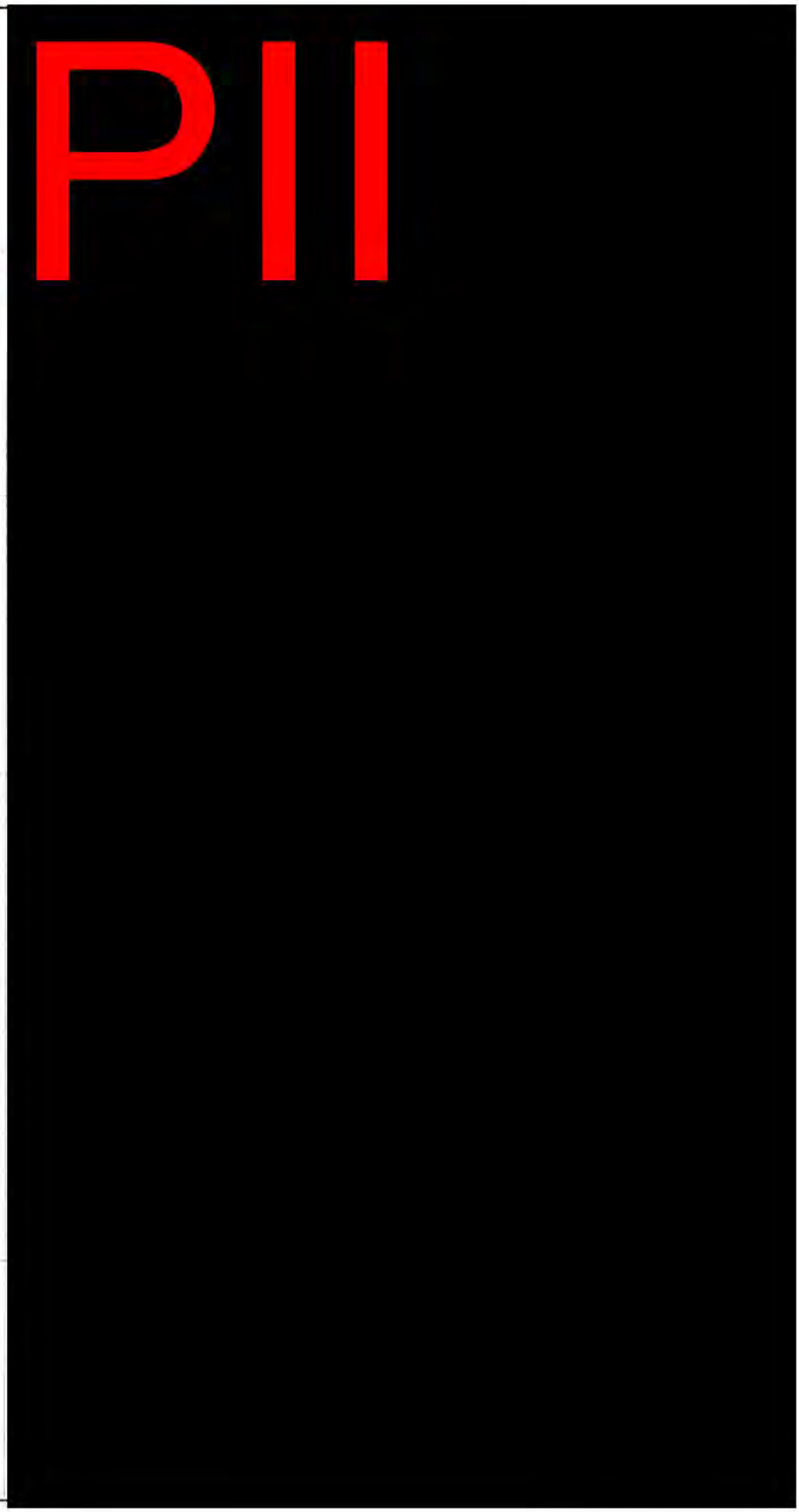
Franco Vargas, Oscar Raul	PII
Galindo Cervantes, Honorato	
Galindo Cervantes, Juan Ernesto	
Galindo Reyes, Alfredo	
Garcia Cardoso, Erick Guadalupe	
Garcia Cervantes, Norberto	

Garcia Delgado, Manuel	
Garcia Dominguez, Hector Mishel	
Garcia Olarte, Demetrio	
Garcia Ramirez, Omar	
Garcia Raya, Jorge Luis Alberto	
Godinez Barcenas, Adan	

Gomez Lopez, Fernando	[redacted]
Gonzalez Jaimes, Amadeo	
Gonzalez Jaimes, Gaspar	
Grijalva Ramos, Celso	
Guillen Segovia, Armando	
Gutierrez Cisneros, Tomas Alexis	

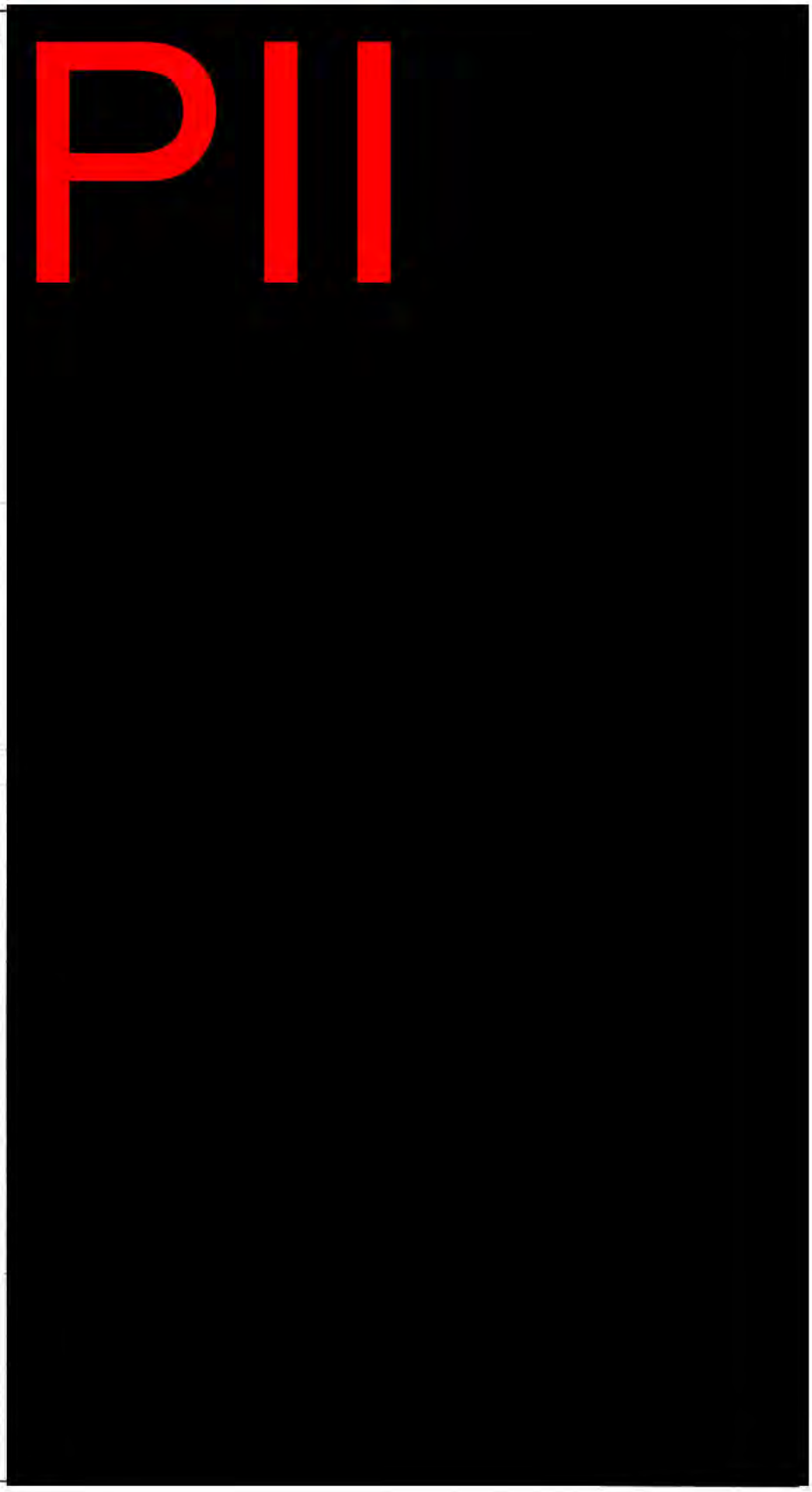
Hernandez Perez, Herlindo	PII
Hernandez Sanchez, Ines	
Hernandez Zavala, Luis Alberto	
Hurtado Olvera, Martin	
Islas Larraga, Jose Damian	
Jacobo Ramirez, Jose Manuel	

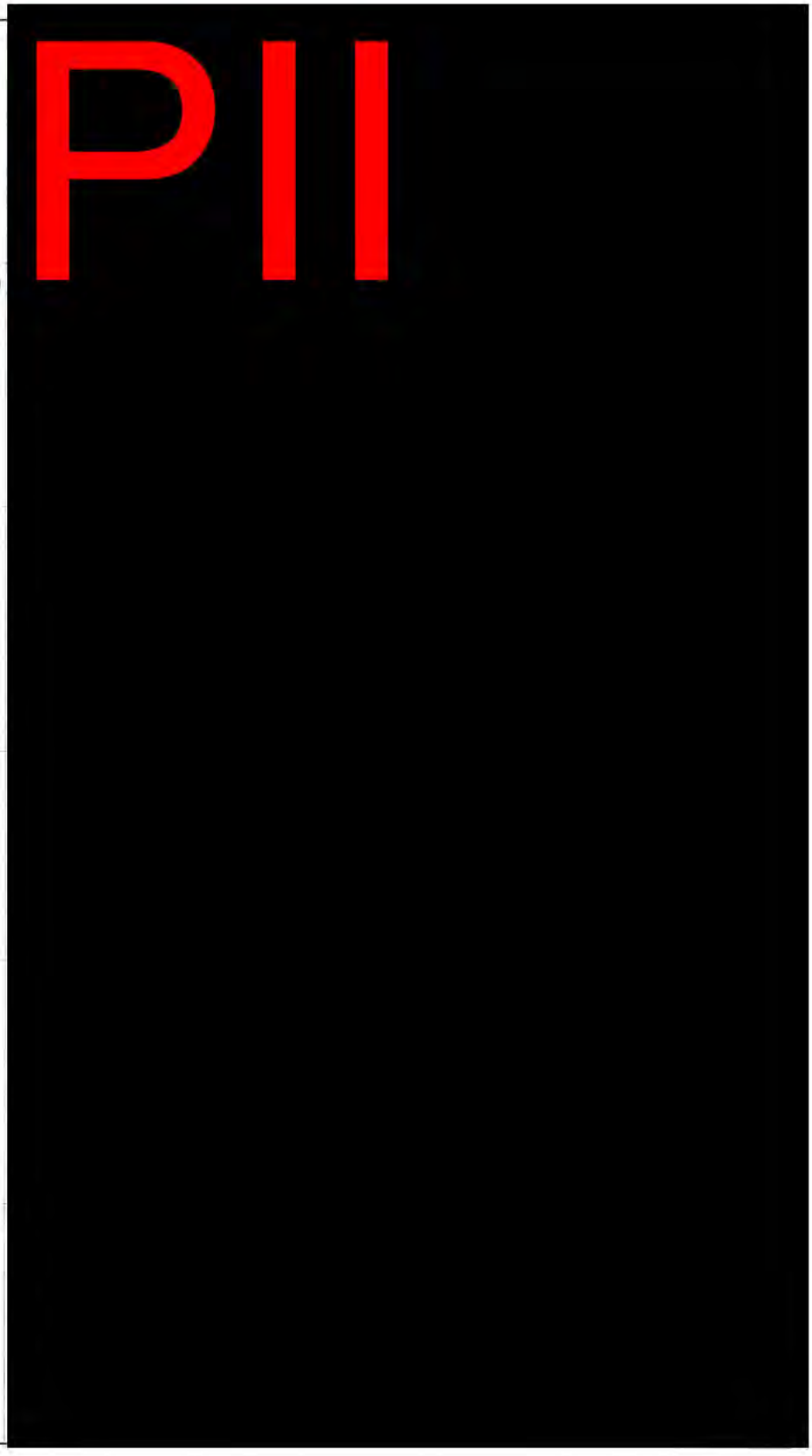
Juarez Hernandez, Javier	PII
Lara Amador, Vicente	
Leon Hernandez, Ruben	
Lopez Carrera, Modesto Edilberto	
Lopez Carrera, Yreneo Colon	
Lopez Lopez, Conrado	

Lopez Lopez, Domingo	
Lopez Mendez, Jose Rene	
Lugo Morales, Gabriel	
Luna Gonzalez, Luis Antonio	
Magallanes Hernandez, Carlos Eduardo	
Maldonado Maldonado, Marco Giovany	

Marquez Perez, Gustavo	PII
Martinez Arellano, Cesar	
Martinez Arellano, Efrain	
Martinez Cervantes, Manuel	
Martinez Paulino, Jose	
Martinez Vazquez, Oscar	

Name
Mendez Hernandez, Cristian
Mendoza Soto, Esteban
Morales Acosta, Dario
Ortega Vargas, Marcelo
Pinon Rangel, Francisco Javier
Ramirez Chavez, Juan



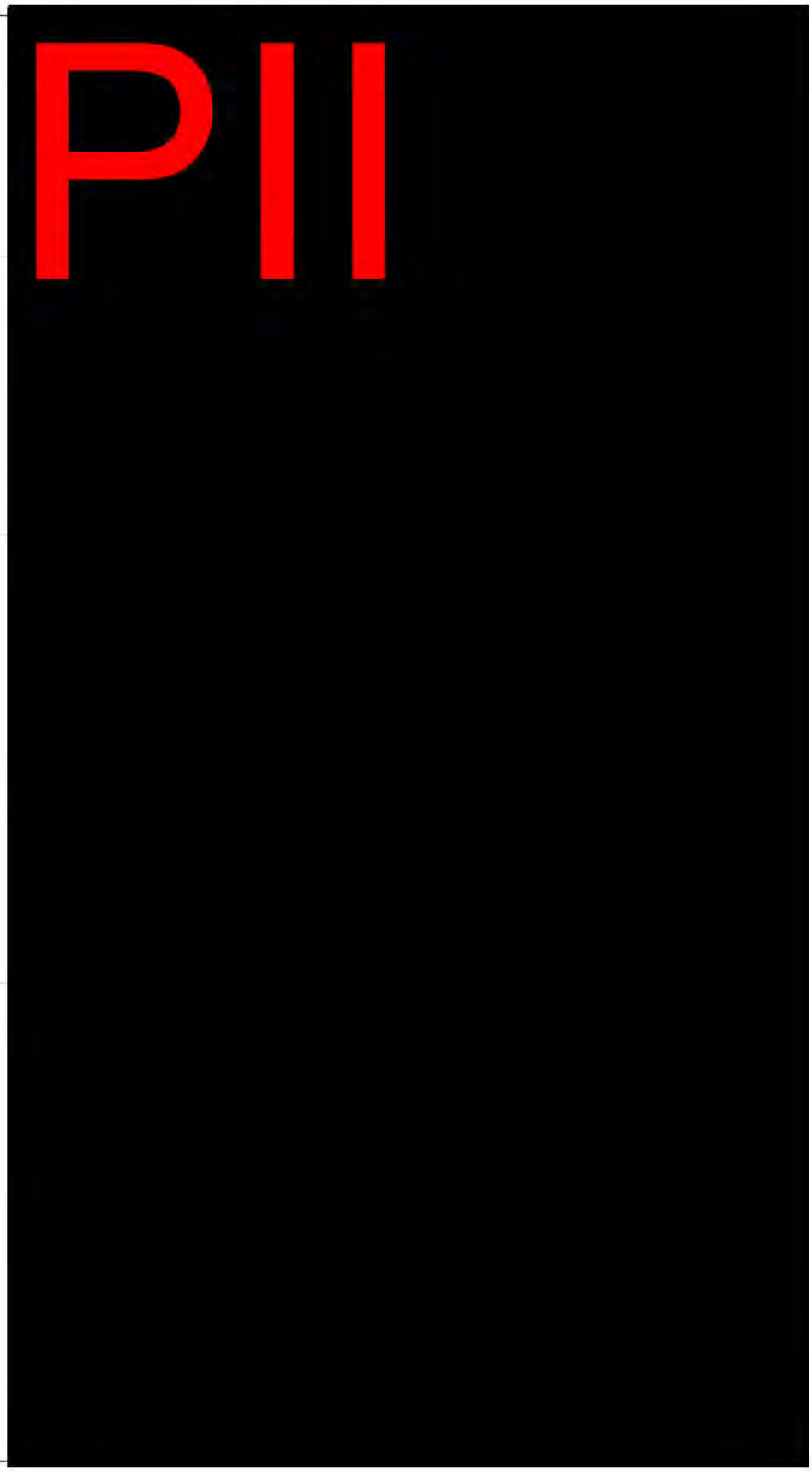
Raya Tapia, Rodrigo	
Rios Bautista, Mateo	
Rios Gomez, Joel	
Rodriguez Jaimes, Armando	
Rojas Contreras, Jesus Alberto	
Romero Arredondo, Alejandro	

Rosales Lopez, Lucio	PII
Sanchez Dolores, Venustiano	
Sanchez Villasenor, Alejandro	
Sanchez Villasenor, Saul	
Santiago Mendoza, Isau	

Santis Morales, Francisco	[redacted]
Santis Perez, Rogelio	
Santos Urquiza, Juan	
Santoyo Castro, Ricardo	
Silva Lopez, Jose Luis	
Solano Guerrero, Tomas	

PII

AR - 0809

Soto Gurrola, J Santos	
Tapia Barbosa, Armando	
Vallejo Rojas, Nicolas	
Vargas Venegas, Alvaro	
Vazquez Desion, Adrian	
Villasenor Vargas, Jose Manuel	

Zavala Almanza, Pedro	
Zavala Jaimes, Humberto	
Zavaleta Hernandez, Marcos	

Exhibit 2

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Case No.: **2017-TAE-00003**	*	
	*	
In the Matter of	*	
	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR	*	**ADMINISTRATOR'S RESPONSES TO RESPONDENT'S FIRST SET OF REQUESTS FOR ADMISSIONS**
Plaintiff	*	
	*	
v.	*	
	*	
SUN VALLEY ORCHARDS, LLC	*	
Respondent	*	
	*	
	*	

To: Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington DC 20004
Counsel for Respondent

The Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"), through the undersigned attorneys, hereby responds to Respondents' First Set of Requests for Admissions (hereinafter "Request(s)") in the above-captioned case.

GENERAL OBJECTIONS

1. The Administrator objects to Respondent's Requests as untimely served insofar as they call for responses after the close of discovery in this case.
2. The Administrator objects to Respondent's Requests to the extent they seek information possessed by Department of Labor agencies other than the Wage and Hour Division, or

possessed by individuals employed by such agencies. The Wage and Hour Division is the only Department of Labor agency that is a party to this case. The Administrator interprets such requests to refer only to the Wage and Hour Division.

3. The Administrator objects to Respondent's Requests to the extent they seek disclosure of materials protected by the attorney-client privilege, the attorney work product privilege, the informant's privilege, the deliberative process privilege, the investigative techniques privilege, the common-interest privilege, and any other applicable protection, restriction or immunity from discovery. Such privileges are explicitly preserved and are not waived or limited by any response herein.
4. The Administrator objects to Respondent's Requests to the extent they seek information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. The Administrator further objects to Respondent's Requests to the extent that they purport to impose discovery obligations beyond those provided for in the Rules of Practice and Procedure for Administrative Hearings of Administrative Law Judges, the Federal Rules of Civil Procedure, or other applicable rules or statutes.
5. The Administrator objects to Respondent's Requests to the extent that they are overbroad, unduly burdensome, or would require an unreasonable investigation on the part of the Administrator given the needs of the case, the amount in controversy, and the issues at stake.
6. The Administrator objects to Respondent's Requests to the extent that they are ambiguous, vague, confusing, misleading, or incomprehensible.
7. The Administrator objects to Respondent's Requests to the extent a relevant time period is not specified or the time period specified is overly broad.

8. The Administrator objects to Respondent's Requests to the extent they seek admissions for which the Administrator has no independent means to ascertain the truth. The Administrator further objects to the extent that the information requested is not held by the Administrator or by an individual or entity with which the Administrator maintains a relationship that would enable her to procure the required information.

9. To the extent that the Administrator responds to Respondent's Requests to which she objects, such objections are not waived. These responses are made without waiver of, and with preservation of all issues as to the competency, relevancy, materiality, privilege, and admissibility of these responses as evidence for any purpose.

10. All responses herein are based on the Administrator's current knowledge and reasonable belief, and the Administrator reserves her right to amend or supplement these Responses.

11. The Administrator incorporates by reference every general objection set forth above into each specific response below. A specific response may repeat a general objection for emphasis or for some other reason. The failure to include any general objection in any specific response does not waive any general objection to that Request.

RESPONSES

Request for Admission 1: Notwithstanding extraneous markings, the document provided as Exhibit 12 is a true, accurate and complete copy (including any attachments or appendices) of the Notice of Determination issued by the Administrator to Sun Valley, dated June 22, 2016.

Response 1: Admitted. The Administrator also notes that it amended the June 22, 2016 Notice of Determination in its December 23, 2016 Order of Reference.

Request for Admission 2: Notwithstanding extraneous markings, the document provided as Exhibit 13 is a true, accurate and complete copy (including any attachments or appendices) of the Notice of Determination issued by the Secretary to Hernandez, dated August 9, 2016.

Response 2: The Administrator deems this request to be withdrawn pursuant the Parties' May 5, 2017 Stipulation of Dismissal in Case No. 2017-MSP-00002.

Request for Admission 3: Notwithstanding extraneous markings, the document provided as Exhibit 14 is a true, accurate and complete copy (including any attachments or appendices) of the Request for Hearing for Sun Valley, dated July 20, 2016, and timely received by the Administrator under 29 C.F.R. § 501.33.

Response 3: Admitted.

Request for Admission 4: Notwithstanding extraneous markings, the document provided as Exhibit 15 is a true, accurate and complete copy (including any attachments or appendices) of the Request for Hearing for Hernandez, dated September 2, 2016, and timely received by the Secretary under 29 C.F.R. § 500.212.

Response 4: The Administrator deems this request to be withdrawn pursuant the Parties' May 5, 2017 Stipulation of Dismissal in Case No. 2017-MSP-00002.

Request for Admission 5: The 19 H-2A workers who ceased employment with Sun Valley early in the 2015 work contract period voluntarily abandoned employment under 20 C.F.R. § 655.122(n).

Response 5: The Administrator objects to this vague Request. Without waiving the foregoing objection, the Administrator denies that the 19 workers whose employment with Sun Valley ended approximately May 5, 2015 voluntarily abandoned employment with Sun Valley. Rather, those workers were terminated and/or constructively discharged by Sun Valley.

Request for Admission 6: Sun Valley and its owners and managers tried to convince those 19 H-2A workers to remain and complete the work contract period.

Response 6:. The Administrator objects to this vague request. Without waiving the foregoing objection, the Administrator denies that Sun Valley and its owners and managers tried to convince the 19 H-2A workers whose employment with Sun Valley ended approximately May 5, 2015 to remain and complete the work contract period. Sun Valley terminated and/or constructively discharged those workers.

Request for Admission 7: Any of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment who terminated employment with Sun Valley prior to the end of the work contract period in 2015 voluntarily abandoned employment under 20 C.F.R. § 655.122(n).

Response 7: The Administrator construes this request to refer to the H-2A workers identified in the Administrator's Initial Disclosures for whom the Administrator seeks back wages for Sun Valley's three-fourths guarantee violation. So construed, the Administrator denies this request.

Request for Admission 8: If any of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment were terminated without cause prior to the end of the work

contract period in 2015, such worker(s) had already been offered three-fourths of the hours set forth in the applicable H-2A job order.

Response 8: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request with respect to the H-2A workers identified in the Administrator's Initial Disclosures for whom behalf the Administrator seeks back wages for Sun Valley's three-fourths guarantee violation. The Administrator further states that the issue with respect to the three-fourths guarantee claim is not whether "worker(s) had already been offered three-fourths of the hours set forth in the applicable H-2A job order," but whether Sun Valley complied with 655.122(i) and related regulations.

Request for Admission 9: Sun Valley met the three-fourths guarantee requirement for all H-2A workers and migrant agricultural workers in corresponding employment for 2015, pursuant to 20 C.F.R. § 655.122(i).

Response 9: Denied. The Administrator denies that Sun Valley met the three-fourths guarantee in 2015 with respect to the workers identified in the Administrator's Initial Disclosures for whom Administrator seeks back wages for Sun Valley's three-fourths guarantee violation

Request for Admission 10: Sun Valley did not deduct any charges from the pay checks, prior to issuance, of any H-2A workers or migrant agricultural workers in corresponding employment for meals, food, nor any other cost or living expense in 2015.

Response 10: The Administrator objects to this request as vague. Subject to the foregoing, the Administrator admits that Sun Valley's payroll records do not show any such deductions from the paychecks. The Administrator further states Sun Valley deducted or collected charges from its workers for meals, food, beverages, beer, and other costs, expenses, or items, after Sun Valley issued the pay checks. The timing distinction is irrelevant to the Administrator's claims pursuant to 20 C.F.R. § 655.122(g), (p), and (q).

Request for Admission 11: Sun Valley provided a means of transportation for the workers to travel to a supermarket to purchase their own food, if they chose to do so, free of charge to the workers in 2015.

Response 11: The Administrator objects to this vague request. Subject to the foregoing, the Administrator denies this request in part, and, after a reasonable inquiry, in part lacks knowledge or information sufficient to admit or deny this request. Notwithstanding the foregoing inquiry, the Administrator states that workers' testimony is that Sun Valley did not provide a free means of transportation to anywhere outside of Sun Valley during at least the period of late April to early May. As for other times in 2015, the Administrator lacks information sufficient to admit or further deny this request.

Request for Admission 12: Sun Valley provided kitchen facilities in which to prepare such food, free of charge, in compliance with 20 C.F.R. § 655.122(g).

Response 12: Denied.

Request for Admission 13: Sun Valley provided housing as required under 20 C.F.R. § 655.122(d)(1) that complied with all applicable housing safety and health standards.

Response 13: Denied.

Request for Admission 14: Sun Valley did not receive any payment from its H-2A workers or migrant agricultural workers in corresponding employment in 2015 concerning meals.

Response 14: Denied. The Administrator further states that Agustin Hernandez, who received payment from Sun Valley's workers concerning meals in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 15: None of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment in 2015 complained to Sun Valley or any of Sun Valley's owners, managers, or employees concerning meals, meal charges, or the use of kitchen facilities.

Response 15: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 16: None of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment in 2015 complained to Sun Valley or any of Sun Valley's owners, managers, or employees concerning the condition of the housing site(s).

Response 16: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 17: None of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment in 2015 complained to Sun Valley or any of Sun Valley's owners, managers, or employees concerning the condition of passenger vehicles used to transport such workers.

Response 17: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 18: Neither Russell J. Marino, nor any other owner or employee of Sun Valley coerced any workers to waive their rights in violation of 29 C.F.R. § 501.5.

Response 18: Denied.

Request for Admission 19: Sun Valley did not sell beer in 2015.

Response 19: Denied. The Administrator further states that Agustin Hernandez, who sold beer in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 20: Sun Valley did not sell cigarettes in 2015.

Response 20: Denied. The Administrator further states that Agustin Hernandez, who sold cigarettes in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 21: Sun Valley did not sell soft drinks in 2015.

Response 21: Denied. The Administrator further states that Agustin Hernandez, who sold soft drinks in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 22: Other than the sale of produce to its customers, Sun Valley did not sell anything else in 2015, particularly to its workers.

Response 22: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 23: Hernandez was not the employer of any of the workers for whom the Administrator seeks back wages from Sun Valley.

Response 23: The Administrator objects to this vague request. Subject to the foregoing, the Administrator admits that Hernandez was not an employer in 2015 within the meaning of the H-2A regulations. As to other statutes and regulations not at issue in this case, the Administrator denies this request.

Request for Admission 24: Hernandez, at all times during 2015, was an independent contractor and not an employee of Sun Valley.

Response 24: Denied.

Request for Admission 25: Hernandez did not recruit any of the migrant agricultural workers employed by Sun Valley in 2015.

Response 25: Denied.

Request for Admission 26: Plaintiffs do not have any documents concerning the reason(s) that any of Sun Valley's workers' employment was terminated during the 2015 work contract period.

Response 26: Denied.

Request for Admission 27: Plaintiffs do not have any documents concerning payments by Sun Valley's workers to Sun Valley for food, meals, soft drinks, beer, or cigarettes during the 2015 work contract period.

Response 27: Denied.

Request for Admission 28: Plaintiffs do not have documents concerning Hernandez's status as a DOL-certified farm labor contractor, as defined in 29 C.F.R. § 500.20.

Response 28: The Administrator deems this request to be withdrawn pursuant the Parties' May 5, 2017 Stipulation of Dismissal in Case No. 2017-MSP-00002.

DATED: May 22, 2017
New York, New York

JENNIFER BRAND
Associate Solicitor for Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

/s/ Jason E. Glick
JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

CERTIFICATE OF SERVICE

I, Jason E. Glick, hereby certify that the foregoing Administrator's Responses to Respondent's First Set of Requests for Admissions were served this 22nd day of May 2017 upon the person named below at the e-mail address listed below:

Christopher J. Schulte
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street, NW
Suite 800
Washington, DC 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

/s/ Jason E. Glick
Jason E. Glick
Attorney

Exhibit 3

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Tuesday, April 18, 2017

- - - - -

Oral Deposition of AGUSTIN HERNANDEZ, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:51 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
and JACOB HEYMAN-KANTOR, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
heymankantor.jacob@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

ALEIDA PENTLAND, Interpreter

- - - - -

A. Yes. Yes, I did.
Q. Who did you prepare with?
MR. SCHULTE: Objection. Assumes facts not in evidence.
BY MR. GLICK:
Q. Did you prepare for this deposition with anybody else?
A. No, but the lawyer.
Q. Did you review any documents in preparing for the deposition?
A. No.
Q. In 2015, did you work for Sun Valley?
A. Yes.
Q. What kind of work did you do for Sun Valley?
A. I do, I'm a crew chief and my job is to make sure everything gets done right with the workers in the field. I'm in charge of that.
Q. And what does being a crew chief involve?
A. In the field, showing the guys, teaching the guys how to do jobs, how to work.

The meals, like I -- I'm in charge of that too.

Q. Is there anything else that your work at Sun Valley in 2015 involved?

A. No, other than that, no.

Q. Were you involved in arranging the transportation of Sun Valley's workers between the camp and the fields?

A. No. Well, there is the vans from the company, the buses from the company and I taught them how to use them and I, I send them to the field. That's it.

Q. Were you involved in distributing paychecks to Sun Valley's workers?

A. No. No.

Q. Were you involved in hiring Sun Valley's workers?

A. No. No, the H-2A workers, no.

Q. Any other workers?

A. They, they called me and to, to, I don't know if it's called to hire, if it's called, they make me hire the guys, but they sometimes, most of the times, they call me to look for an opportunity to come. And I make a list of the guys I want or the guys I pick and then I hand it to the office and they send it

Like supervising is like 100 percent. Because I supervise everybody in the field. It's my job.

Q. Do you also spend time making sure the camp at Sun Valley is okay?

A. Yes, because I go back and forth. The fields are close by and I go back and forth.

Q. Do you spend more time making sure the camp is okay?

A. No. No. I spend more time in the fields.

Q. What does keeping -- what does making sure the camp is okay involve?

A. It looks clean, to be clean. Outside, outside the trash, especially the bathrooms, because there's a lot of people in the bathrooms. It's a mess. So I have to, I have to leave one of the guys, one of my workers, they stay every morning, you know, to clean it up. And then I come to supervise and then I come back to the field.

Q. What camp is that?

A. What camp, the one we have on Route 45, 1321 Route 45

Q. Did anyone tell you that it was your job to make sure that the camp at Route 45 was clean?

A. No, I know it this is my job. So my boss don't have to come to the camp and say, oh, you have a lot of trash or it's dirty or when the inspector, the state inspectors come, they inspect and they told me what need to be done and then I know what I need to fix. So it's they, you know, in good condition all the time. And I know, I know my job. I know that I have to do that. It's part of my job.

Q. In 2015, did anyone at Sun Valley supervise you in maintaining the camp clean?

A. The state, the state inspector came and when the fellow inspector, when the labor department came, they saw, they saw too maybe. When I have a hundred guys there, it's not shining, but it's clean.

Q. Did Russell Marino supervise you in keeping the camp clean in 2015?

A. Yes, at one time in the beginning.

Q. Was that Russell Marino, Jr.?

A. Yes.

Q. And how did he supervise you at

that time?

A. Because I asked him to get all the paint and all that I was going to need. He brought me all I needed to paint, to fix. And then he came and looked and that's it.

Q. Did any of the Marinos supervise you --

A. No.

Q. -- keeping the camp clean?

A. No.

Q. I believe you told me before that the company has vans that are used to transport workers between the camp and the fields; is that right?

A. Right.

MR. SCHULTE: Objection. That wasn't his testimony. He said the company provides it.

THE WITNESS: They're the company's buses. They provide the transportation, I don't.

BY MR. GLICK:

Q. Is that transportation between the camp at 1321 Route 45 and Sun Valley's fields?

A. Yes

Q. How much did you charge for the Monster?

A. 1.50.

Q. How much did you charge for the Red Bull?

A. 1.50 too.

Q. How much do you charge for the sweet breads?

A. It was 75.

Q. The sweet breads cost how much?

A. Seventy-five cents.

Q. Where in the kitchen did you sell these items?

A. I have a little box, little boxes. I have a couple of refrigerators. It's not, it's not a whole lot, it's just, just a few.

Q. How many refrigerators are there in the kitchen?

A. Four, five. Five.

Q. There are five refrigerators in the kitchen at Sun Valley?

A. Yes.

Q. And these snacks are located on top of one of the refrigerators?

A. Yes, but only a couple of boxes.

it's not in one -- yeah, the refrigerators, yeah.

Q. Are there other places that you store these snacks?

A. I got a little rack, at that time, I had a little rack on the entrance, yeah.

Q. Any other place that you store the snacks?

A. No.

Q. Any other place that you store the sodas?

A. Yeah, a little room I call the storage room, I call the storage room.

Q. Where is the storage room?

A. It's inside the kitchen.

Q. Who owns the kitchen?

A. Sun Valley.

Q. Who owns the refrigerator?

A. Sun Valley.

Q. Does Sun Valley own all five refrigerators?

A. Yes.

Q. Are there other freezers?

A. A chest freezer, yeah, for the meat, yes.

Q. How many?
A. Two, two, one big and one small.
Q. Who owns those freezers?
A. Them.
Q. Sun Valley owns the freezers?
A. Yes.
Q. Who owns the stove at the kitchen?
A. Sun Valley.
Q. How many stoves are there?
A. Two.
Q. What about the blender?
A. The blender?
Q. Is there a blender in the kitchen at Sun Valley?
A. Yes.
Q. Who owns the blender?
A. I think, I guess the guys, because I bought it with the, you know, when I collect the money, you know, little things that I need in the kitchen, I bought it from the Sun Valley.
Q. Are there other appliances in the kitchen that Sun Valley bought?
A. A microwave and blender and the air conditioner. We got three air conditioners

because it gets really hot in the summertime.

Q. Sun Valley purchased the air conditioners?

A. No, I did.

Q. Who pays the electricity for the kitchen?

A. Sun Valley.

Q. Does Sun Valley pay for the gas bill at the kitchen?

A. Yes.

Q. When did Sun Valley buy the refrigerators in the kitchen?

A. I think the last, the last one they bought was like five years ago I think. But before when we start with the kitchen, they bought everything. The refrigerators has been old. They're old. Some of them, they're old. And I mean, yeah. They pay.

Q. Who owns the microwave in the kitchen?

A. The guys, because I bought them a microwave with the food money. Uh-huh.

Q. Could the guys take the microwave home with them at the end of season?

A. If some of them want, I think they

soda left to supply to the workers?

A. I just fill it and I -- I don't go back and refill it. I just, whatever brings and that's it.

Q. Did you sell pastries at the afternoon break?

A. No.

Q. Were there any weeks that you sold more than one or two -- let me rephrase that. Were there any weeks that you sold sodas more than once or twice a day to the workers in the fields in 2015?

A. No.

Q. How many months during 2015 did you sell sodas in the fields to the workers?

A. Only maybe all together, maybe three months.

Q. Did you sell sodas beginning in May?

A. At the end of May when it gets, starts to get hot.

Q. When did the work begin in the fields at Sun Valley in 2015?

A. I think April 20th.

Q. What did the workers drink in the

fields between April 20th and the end of May?

A. I supplied them with a lot of water. We got always cold water.

Q. Where was the cold water?

A. In the -- we got a -- what can he call it, a well truck. It's a different truck and we have jugs, cans, whatever. We got them in the back of the truck. And we drive them, you know, around the field.

Q. Where was that truck between late May and -- let me rephrase that. In 2015 when you sold sodas to the workers in the fields during the breaks, where was the water truck during those breaks?

A. Right there. One side it was.

Q. In relation to the cooler, where was the water truck during the breaks?

A. Right there. It was one side of us, they can drink the water. Every time, we finish one round of the -- in the field, the truck is right there. The water truck is right there.

Q. Did the workers have to ask permission to take a drink of water?

A. No, no.

A. Joe, he almost never come to the camp.

Q. What about the kitchen?

A. No.

Q. How often did Russ, Jr. come to the kitchen at Sun Valley in 2015?

A. Maybe once a week sometimes. Sometimes once a month.

Q. And what about Harry, how often did he come to the kitchen in 2015?

A. He come outside of the kitchen, because he is the one to hand me the checks and he's looking, he's looking inside. He don't want to step inside, but he's outside.

Q. Would Russell Marino, Jr. enter the kitchen?

A. Yes.

Q. Why did he enter the kitchen in 2015?

A. I guess just to see how clean we have everything. I don't know. I don't know. Sometimes, he come in and tell me, they're looking for me to say something to me about the job. And they enter the kitchen.

Q. Did he ever give you instructions

about running the kitchen?

A. No.

Q. Would he talk to the other three workers in the kitchen?

A. I don't know. I don't know.

Q. Did you ever see him talking to the other three workers in the kitchen?

A. No, no.

Q. Did any of the three workers in the kitchen in 2015 ever tell you that Russell Marino, Jr. had spoken with them?

A. No.

Q. Did Russell Marino, Jr. ever pay those three workers in the case?

A. No.

Q. Did anyone else at Sun Valley pay those workers?

A. No.

Q. Did any of the three workers in the kitchen ever tell you that anyone else from Sun Valley had spoken with them?

A. No.

Q. Did you ever see any of the three kitchen workers interact with any of the Marinos?

vehicles?

A. Sun Valley.

Q. Were you involved in the use of those vehicles?

A. No.

Q. Did you drive those vehicles?

A. No.

Q. Did you assign people to drive the vehicles?

A. Like I said at the beginning, when a group of guys come and we need drivers, I ask the guys who has the Mexican driver's licenses or who is a driver, experienced driver and they drive. I let them drive.

Q. If someone -- in 2015, did workers show you a Mexican driver's license?

A. Like two of them that I remember.

Q. Was that enough for them to be permitted to drive the vehicles?

A. I don't know.

Q. Did they show you anything any other licenses?

A. No.

Q. Did you permit them to drive the vehicles?

A. Yes.

Q. Did Sun Valley know that those workers were driving the vehicles?

A. Well, when they told me about that, I said there's nobody with a New Jersey license, so somebody has to drive the vans. So.

Q. Did Sun Valley know who was driving those vehicles?

A. No.

Q. Other than those two workers, who else drove the vehicles in 2015?

A. Nobody. Nobody.

Q. Who drives the vehicles this year at Sun Valley?

A. This year, right now, I got three, three drivers. I got my son, who he has a New Jersey license. And I got another two guys that drive the vans. But to tell you the truth, I haven't asked them if they have -- I know them from -- I don't know if they still got them. They still got their license or not, I don't know.

Q. Where do you know them from?

A. Not in Mexico, but from here. They

one side of the field to the other?

A. I would say walking, ten minutes, not even ten minutes. I would say, I don't know, but, yeah, but walking, yes, not even ten minutes.

Q. Were there times when a worker would have to walk across the field to get water?

A. No, we always have water right there, one side.

Q. How many supplies of water were available at each field?

A. We have a truck, the water truck, and I got one guy in charge of that, making sure that we need water. And we got the water jugs in the back of the wagon that we're working with. And in the truck, on one side, on one side, if we working one way, I tell them to put the truck one way. But every time me or the driver, the tractor driver, I tell them to make sure if the water jug is almost empty, I send the guy and he goes, he goes to the water supply and come back.

Q. Who is it that's in charge of the water supply?

A. It could be anyone. It could be anyone.

Q. So were there ever times when workers were working in different parts of the field at once?

A. Yes. Yes, but when we work -- when we have two groups, I have one group here and one group there.

Q. How far away would those two groups be in the fields in 2015?

A. Like 15 minutes walk.

Q. Was there water in both places?

A. Yes.

Q. Always?

A. Yes, always.

Q. How did you make sure of that?

A. Because I call the guy that I have in charge of that group and I send the guy in the water truck to go and supply water to them.

Q. How many different fields does Sun Valley have?

A. Many.

Q. More than ten?

A. More than ten.

Q. Is it about 12?

A. It could be, because they are big. It's a big farm. They rent a lot of ground.

Q. In 2015, how many different fields would workers work in at the same time?

A. Saying to farms, I'm not sure. I'm not sure.

Q. Was it more than three?

A. More than three, yes.

Q. Was it more than five?

A. I'm not sure.

Q. How could you make sure that there was water in all the different fields at once?

A. We got only one water supply, the faucet. Only one, only one water spot where we and where we, when we leave to the field, I -- we fill the water jugs with fresh water. And when it's too hot, they are drinking and drinking and they empty fast. So I got the guy checking them and they grab the water jugs, they put them in the truck and they go back to the water supply and bring them to the field.

Q. And you keep track of all of that?

A. Yes.

Q. In all of the different fields at once?

A. Yes.

MR. SCHULTE: Off the record.

- - - - -

(A recess was taken at this time.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, as you know, there is an interpreter present. Do you understand?

A. Yes.

Q. Are there any questions for which you would like to have a translation?

A. Not at the moment.

Q. You will let me know if there are any times which you would like to have translation?

A. Yes.

Q. So we were discussing or I was asking you questions about the fields and about the water that is available. The faucet pump from which the drinking water comes, how much time does it take to drive from the place where the water cooler is parked to the faucet?

A. Like five minutes.

Q. Is it longer from some of the

fields?

A. No.

Q. How long does it take to fill the cooler at the pump?

A. A couple of minutes, because of the pressure. I would say maybe, to fill all the coolers, maybe four or five minutes, maybe not even ten.

Q. And to take the coolers back to the fields where the workers are?

A. Another not even ten.

Q. And during that time, is there any water available for the workers to drink?

A. Yes.

Q. What water is available for the workers to drink?

A. Because we got like four, four or five coolers. So we left one in each wagon, so the guys can drink and take the other two or three to fill it up. And then switch it.

Q. Are there ever times where a field is left without water available for the workers to drink?

A. No. Not that I know of. When I be there, when I'm there, no. All the time

there's water.

Q. But there are multiple fields at Sun Valley. And so most of the time, most of the workers are in a field where you're not there at the same time; is that right?

A. Yes.

Q. Is there any way that you would know if there is water out in the field?

A. No, I tell them not to leave the coolers, to empty the, you know, for the coolers to be empty. They have to check on that.

Q. Who did you tell to be responsible on that?

A. I had one guy specific and when I have different groups, I have another two guys that help me with the, you know, with the guys and he stay with the guys. He's like my foreman, like a foreman.

Q. Is that an H-2A worker?

A. Last -- no, no. Last year, it was, it was regular, regular worker.

Q. In 2015, who was responsible for making sure that you would be told if there was enough water?

A. Me and another guy, another two guys. I had two groups, two groups besides me. I have two groups.

Q. Anyone else besides those other two?

A. No.

Q. There were more than three different fields being worked at any given time; is that right?

A. Well, when I say more than three fields, we have in the farm, we have more than three fields, but when we work with the groups, it's one group in each field.

Q. What time of day would the water run low in the fields?

A. Especially after lunch when it gets hot. Maybe around two or 3:00 o'clock is when they start to drink more water.

Q. And that's also the time that you bring out the sodas to sell to the workers?

A. No, no, it's in the morning, the break in morning. The morning break is 8:30, 9:00 o'clock. In the afternoon, it's around three, 3:30. Between 3:00 and 3:30.

Q. The lunch that's served at the

kitchen, is there water available for the workers to drink?

A. Yes. Yes, there is.

Q. Is that water available for free?

A. Yes, it is.

Q. Are there also other beverages available for the workers?

A. Not besides water, fresh water, uh-huh.

Q. Are there beverages that the workers can buy at lunch?

A. Just like the Gatorades, yes.

Q. Anything else?

A. The sodas.

Q. The same sodas --

A. The same sodas, yeah.

Q. -- that are sold at the kitchen in the afternoon?

A. Yes.

Q. And the same beverages that are sold at the afternoon break in the fields?

A. Yes.

Q. And at the morning break in the fields?

A. Yes

Q. Are the prices the same --
A. Yes.
Q. -- as lunch for the workers to buy?
A. Yes.
Q. Is there anything else sold at lunchtime besides the sodas?
A. No.
Q. At dinner, are the same sodas sold to the workers?
A. Yes.
Q. Anything else available for purchase by the workers at dinner?
A. No.
Q. And was that true in 2015, the workers could purchase sodas at lunch?
A. Yes.
Q. And at dinner in 2015, the workers could purchase sodas at dinner?
A. Yes.
Q. Is there water provided for free at dinner?
A. Yes.
Q. Who provides the water?
A. Me and the kitchen, the helpers. I tell them to fill the jugs with waters on the

tables, yes.

Q. In 2015, did the workers buy sodas at lunch?

A. Yes.

Q. How many?

A. I don't know.

Q. Did you keep records of their purchases?

A. No.

Q. How did they pay?

A. Cash.

Q. Did they pay you?

A. Yes.

Q. Did they ever purchase the sodas from someone other than you?

A. Yes. When they, when the vending trucks come, they pull into the camp, they buy from them. They sell sodas, yes.

Q. Those are trucks that you aren't running, right?

A. No, no, it's vending trucks. It's like they come from other towns and they come to the camps. They are driving around. There are people that all they do is that, vending.

Q. Did you ever send any of those

Q. Has anyone else filled out an application for a Farm Labor Contractor license saying that you will hire H-2A workers?

A. No.

Q. Have you ever signed an application that says you will hire H-2A workers?

A. Not that I know of.

Q. In 2015 when workers had a question, who would they ask a question?

A. To me.

Q. Would they ask anyone other than you?

A. No. Only when they start to get tired of the job and they start to complain, that I'm talking about the April group, 19 guys, they start to get mad and they start to get tired or do that job, and they quit on me. They didn't want to keep working. They went to the house and they asked me to talk to my boss to tell them. They told me, tell your boss, because we don't even know them. This is when Russ, Jr. and Joey came to the camp to talk to them is the only time somebody has done.

Q. Other than that time, were the workers at Sun Valley able to ask questions

directly to Russell Marino, Jr.?

A. Yes. Yes.

Q. Did they ever ask questions directly?

A. I don't know.

Q. When would they have the opportunity in 2015 to ask questions directly of Russell Marino, Jr.?

A. I don't know.

Q. Do you ever see anyone complain to Russell Marino, Jr.?

A. Only that time.

Q. No other times?

A. Not that I see.

Q. Did you ever see any worker ask any question of any of the Marino brothers?

A. No, no.

Q. Did you ever see the Marino brothers speak to any of the workers directly outside of that one time?

A. No.

Q. Was there any other time when workers asked you to pass a message onto the Marino brothers?

A. No

Q. Any other times that the workers asked you to ask permission for the Marino brothers for something?

A. No.

Q. If the workers wanted something changed, they had to ask you?

A. I think they would. I think they can ask me.

Q. Could they ask anyone other than you?

A. Maybe like I'm in charge of the camp, maybe I would think that they can ask me. And I will ask the farmers to come and we discuss whether, you know, whatever they want to change. I don't know.

Q. Other than the 19 workers who asked to speak to Russell Marino, Jr. and Joey Marino, were there other times in 2015 when workers asked something to be changed?

A. Not that I know of.

Q. When the workers asked to speak to Russell Marino, Jr. and Joey Marino on this particular occasion, these 19 workers, what happened?

A. Well, when he came, he was very

busy. He was a little upset. And because the asparagus needed to be cut, we were losing product and they just -- they just a week and a half, they just arrived. They -- he was upset. They didn't say anything offensive. And one of those guys did understand a little bit of English. Because I hear that guy to tell him don't speak loud. And he, he calmed down. And he told them, you know, that's it. And they can't do the job, you know. They wanted to leave. They worked for too long.

Q. Who else was there at the time when this meeting took place?

A. It was outside of the room. All of the workers, the 19 guys and Joey, Russ and me.

Q. Was anyone else there?

A. No.

Q. This was outside of --

A. The bedrooms.

Q. And this was a meeting that happened around the beginning of May 2015?

A. I think close, I think it was about that time. I don't remember the exact date, but it was, it was in early May.

Q. And the 19 workers were H-2A

workers who had arrived at some point in April 2015?

A. Yes.

Q. Where were you standing during this meeting?

A. One side. I didn't speak out. He, he understand and he speak Spanish pretty good.

Q. Who does?

A. Russ Marino.

Q. Were you able to hear everything that Russell Marino, Jr. said at this meeting?

A. Yes.

Q. Were you able to hear everything that the workers said at this meeting?

A. Yes.

Q. Were you able to hear everything that Joey Marino said at this meeting?

A. Yes.

Q. What time of day was this meeting?

A. I don't remember exactly. It was at the beginning of May. I think it was at the beginning of May.

Q. Was it in the morning?

A. Around, around lunchtime. Around, I remember it was a little bit before or a

little bit after.

Q. Did those 19 workers work in the fields that morning?

A. I don't remember. I don't think so. All of them they stay home, because they want to leave.

Q. How did you know they were going to leave?

A. Because they, they were talking and talking, that they didn't like the job. And they were suffering in the field. I saw them. And calling by phone. I hear a couple of guys calling to their agent in Mexico. I spoke with their agents. And I just, I explain to her, it was a lady, I explain to her and I told them that the job was too tough for them. And then he asked me to speak with one of the guys again. And he tell her, that yes, the job was too tough. That it was not for them. That job wasn't for them. That they would want to leave.

Q. How long before the meeting outside the worker housing did you have this conversation with the agent?

A. A couple of minutes

Q. Who placed the phone call?
A. One of the guys.
Q. Do you remember that person's name?
A. No. No. It's so long ago, it was long ago.
Q. Who did he call?
A. I didn't call anybody.
Q. The worker who placed the phone call, did the worker call the agent?
A. He called the agent and the agent asked him to talk to the man in charge in the field. If it was true or not.
Q. If what was true?
A. That the job was tough.
Q. Did the agent say whether the workers wanted to leave?
A. He was saying to the agent that we wanted to leave. They wanted to leave.
Q. Did you hear him say that to the agent?
A. Yes.
Q. Where were you standing at the time?
A. One side.
Q. One side of what?

A. Of the guy who was placing the call.

Q. Were you able to hear?

A. Yes. I hear him say that the job wasn't for them. That they were not happy there. That they wanted to go somewhere else. They wanted to -- I don't remember, but just I hear.

Q. Before that phone call, did you have conversations with any workers about whether they wanted to leave?

A. In every group, there are, you know, guys that come and I see some guys, I know some guys that they want to keep going. And there was like about, I don't know, like maybe four or five guys that they, they wanted to leave. They were starting to pick it up, the job, but all the them, they came as a group, so everybody pulled the other guy and keep them with them. Do you understand what I'm saying?

Q. Did you hear any of the those conversations among the workers?

A. No, no.

Q. How did you know what those workers

were thinking?

A. I was listening, because I see the guy, that he -- when I talk to the guy and say, do you like the work, yes. Why are you going to leave? Why do you want to leave? Oh no -- one of those, it was one kid they told me, I don't know what they say, whatever they say he told me.

Q. When was that conversation?

A. I think, I don't remember if it was that day or before, the day before. I don't remember. But I told one of the kids, I don't remember their names.

Q. Was that one of the 19 H-2A workers --

A. Yes.

Q. -- that wanted to leave?

A. Yes.

Q. What did he say to you?

A. That they would want to talk and whatever they say.

Q. What were they going to talk about?

A. Staying or leaving.

Q. Did he say that some of the workers wanted to stay?

A. No.
Q. Did he say that some of the workers wanted to leave?
A. Yes.
Q. What else did he tell you?
A. Nothing. They didn't talk too much.
Q. Did he ask you to change anything at Sun Valley?
A. No.
Q. Did he make any requests of you?
A. No.
Q. Did any of the 19 workers talk to you about changes they wanted at Sun Valley?
A. No.
Q. Did any of the 19 workers complain about something at Sun Valley?
A. No, not to me.
Q. Did any of the workers say that they were working too hard?
A. They didn't say anything to me. But I hear comments, rumors that they, they told to the other guys they thought we work too hard.
Q. Who did you hear that from?

A. I don't remember. But it was the guy, one of the guys that stay.

Q. Was it an H-2A worker?

A. I don't remember.

Q. Was it a non-H-2A worker?

A. I don't remember who it was, but I know I hear that from a couple of guys, that they say it's too much. It was too much. And one, two of the guys, they told me, they told me you got to -- you have a great group. They work hard. We can't keep up with them. This job is for mens he told me.

Q. Who told you that?

A. One of the guys who left.

Q. When did he tell you that?

A. I think that one day before.

Q. What else did he tell you?

A. That's it. He told me that job is for mens. We can't keep up with them.

Q. Where were you when you had that conversation?

A. In the field. I was helping the guy.

Q. What were you helping him with?

A. Cutting asparagus.

Q. Did you ever send any of the 19 workers home, back to the worker camp early at any point?

A. Not that I remember. There was one guy that always finished the row and laid down, he was too tired. And I told him a couple of times, you're tired, you can't keep up, you can go home. It's not right, it's not right to keep working. No, no, I have to work, I can keep working. He's the only, but I never sent anybody home.

Q. Are there any other conversations you had with these 19, any of these 19 workers about whether they wanted to stay at Sun Valley?

A. To that kid, and another old man, I told them, you don't want to go, you don't have to go. Now, they signed the -- the form, I told them you don't want to leave, don't leave. But they already signed and said, oh, I already signed.

Q. The meeting that took place outside the worker housing where Russell Marino, Jr. and Joey were, how long did that meeting last?

A. Ten minutes. Not even ten minutes,

it was fast.

Q. Did you translate at that meeting?

A. No.

Q. You didn't speak at that meeting?

A. No, I didn't speak.

Q. Who spoke first at that meeting?

A. Russ Marino.

Q. What did he say?

A. That he was, he was there to see what happened, what was wrong. Why they keep -- they can keep working. We have a lot of asparagus and it was, you know, growing up. We were going to lose, what was wrong.

Q. Who spoke next?

A. About three or four of them, they were like the leaders of the group.

Q. And which of them spoke?

A. I don't remember. I don't remember.

Q. But one of them spoke next?

A. Yes.

Q. What did they say?

A. It wasn't the job for them. That they wanted to leave.

Q. What happened next?

A. I don't remember. I don't remember.

Q. Did any other workers speak?

A. About three other guys speak.

Q. Did Russell Marino, Jr. respond to what the first worker said?

A. Yes, I think, I think he did.

Q. What did he say?

A. I don't know.

Q. Do you remember anything Russell Marino, Jr. said in response to a worker at that meeting?

A. That he was, he was losing a lot of asparagus. It was a tough job, but they knew what -- they knew in Mexico what they were expected to do when they come here. But they, why they came.

Q. What else did he say?

A. And at the end, then he say that they wanted to leave, that's okay, just to, they had to sign the note, the voluntary exit, I don't know.

THE COURT REPORTER: The what exit?

MR. SCHULTE: He said

voluntary.

THE WITNESS: It's a voluntary note, you know, signing they're free to go.

BY MR. GLICK:

Q. What did the other workers say at the meeting?

A. I don't remember. I don't remember.

Q. Is there anything else you remember about the meeting?

A. Just that they didn't want to sign. They were like they didn't want to sign, because they were afraid that this, that this signature will affect them in the future with coming with another visa. And he said that no, he wasn't going to harm, harm them or, you know, yeah. Make any harm. But he was going to leave the notes and check the box whatever they feel more comfortable with English or Spanish.

Q. It was Russell Marino, Jr. who responded about the forms?

A. Yes.

Q. Did Russell Marino, Jr. bring those

forms to the meeting?

A. Yes. Yes. No, later he went and got them and a couple of more hours later, in the afternoon, he give me the -- all the forms and I brought them to the camp. I handed one by one. They read it. And I told them like he say check the box whatever is more convenient for you.

Q. Did you say anything else?

A. No.

Q. Did you help the workers fill out the form?

A. No.

Q. Did any of the workers ask about how to fill out the form?

A. No.

Q. Did anyone tell the workers which box to check on the form?

A. They ask me, but I say it's in Spanish, whatever is more convenient for you. I didn't tell them check this or check that, no.

Q. What do you mean by convenient?

A. There was different options, it was like three or four options. And whatever, so

they make sure it wasn't harm, you know, make harm in the future. You know, like they check, I'm quitting my job is, you know, another was, I want to go to Mexico, because I got a sick family. I think it was, you know, different, all the different options.

Q. Did any of the workers tell you that they had sick family?

A. No.

Q. Did any of the workers tell you that a family member had died?

A. No.

Q. Did any of the workers tell you that they were sick?

A. No.

Q. Did you tell the workers to fill out the form truthfully?

A. If they told me?

Q. When you gave the form to the workers, did you tell them to fill it out truthfully?

A. Yes. Well, I told them, I told them read it in Spanish and check the box more convenient for you. Whatever you want. I didn't tell them what box to check.

Q. Did they ask any other questions?
A. No.
Q. Do you have any notes about the meeting with the 19 workers?
A. No.
Q. Any of the meetings with the 19 workers?
A. No.
Q. Do you know of any documents that talk about the meeting with the 19 workers?
A. No.
Q. Did you talk with the Marinos after this meeting?
A. Yes.
Q. What did you talk about?
A. About, well, what we're going to do to replace the guys. Because there was, there were, we didn't find help outside at that time.
Q. Did you talk about anything else with the Marinos?
A. No.
Q. Did the Marinos take any notes at that meeting?
A. I don't know.
Q. Did you see them take any notes?

A. It was the next day.
Q. Where did you hand out the forms?
A. At the camp.
Q. Was it inside the camp?
A. Yes.
Q. Inside the bedrooms?
A. No.
Q. Where inside the camp?
A. The eating area, eating area.
Q. Were any of the Marinos present when you handed out the forms to the 44 workers in the eating area in August?
A. No.
Q. What did you say when you handed out the forms?
A. Again, I told them the same thing, the 19 guys, I told them to check the box. It was the voluntary exit that they read it and sign it, English and Spanish and keep the Spanish one and give me back the English form. And check the box more convenient for them.
Q. Did the workers fill out the form that day when you handed it out?
A. Yes.
Q. Did you see the workers sign the

Exhibit 4

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Wednesday, April 19, 2017

- - - - -

Oral Deposition of RUSSELL MARINO, JR., taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:45 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JACOB HEYMAN-KANTOR, ESQ
and JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
heymankantor.jacob@dol.gov
glick.jason@dol.gov
For the Administrator Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

Q. Everything you were telling me about this orientation, setting up the orientation, was that all true for 2015?

A. Yes.

Q. So let's go back to Agustin, we were talking about his duties.

A. Yes, primarily labor, obviously anything that may be associated with the labor. His responsibilities mainly would be to make sure things are going correctly in the field as far as harvesting, whether it be any kind of maintenance in the field, you know, pulling weeds, things like that. Thinning, you know, anything that the help may be doing as far as their jobs.

Also he takes, we, he assumes responsibility to keep the vehicles clean, swept out. Keep the camp clean. The kitchen is immaculate. The bathroom is clean. When I say he's responsible, he may dictate or I mean delegate to another worker to do those things, make sure that the bathrooms are transported from farm to farm or field to field, wherever they need to be. Water is in the field.

And I assume what you're really

A. Soap? No, I've never seen that.
Q. Have you seen shampoo being sold?
A. I would never eat soap or shampoo. I've never seen them sold at lunchtime, no.
Q. How about instant noodles, like soup?
A. No, not that I take notice.
Q. Pastries?
A. Perhaps, on occasion.
Q. So you've seen chips, Gatorade, and possibly pastries being sold. Have you seen anything else being sold from the kitchen area?
A. No.
Q. At other times other than lunch?
A. No.
Q. And who sells these items, the chips and the Gatorade and pastries?
A. If Agustin is there, I guess Agustin, I would assume.
Q. Anybody else?
A. I don't know.
Q. Were these items being sold before 2015?
A. I don't know.
Q. Have you ever seen beer being sold?

A. No.
Q. Do you know if Agustin kept receipts for these items?
A. I don't know.
Q. So you told him to keep receipts for the meal purchases?
A. Yes.
Q. But did you tell him to keep receipts for these purchases?
A. No.
Q. Why not?
A. Because by law, I'm required to keep the receipts for the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards.
Q. So Sun Valley Orchards offers the meal plan, but not --
A. We offer it in the contract. It's known to them that we will, Sun Valley Orchards as a company has the means to provide a meal plan.
Q. And that is true for 2015?
A. Yes.
Q. So the guarantee is that Sun Valley Orchards in 2015 -- okay. Scratch it. I got

think it was 19 guys. They left as a group.

Q. And what were the circumstances of their departure?

A. They just, they didn't, they said they couldn't do the work.

Q. Well, how did you -- how did you learn about this?

A. They collectively, Agustin brought it to my attention that there were several men that either couldn't do or didn't want to do the work and wanted to go back home. So I went to the camp, because the guys weren't in the field, so I went to the camp, talked to the guys and sure enough, they didn't want to do the work and they wanted to go back home.

Q. So you first heard about this from Agustin?

A. Yes.

Q. And when did he first start telling you about this?

A. The exact day?

Q. No, like how much before you actually met with them did Agustin tell you that?

A. That day, that morning, they didn't

want to go back out to the field, they didn't want to do the work anymore. And so I immediately went to the camp and talked to the guys and wanted to know, you know, what the issue, if there was an issue, what the issue was. And if we could resolve it, if we couldn't, then we'd have to go through your proper channels to get them back home.

Q. All right. So you didn't know that there were workers who didn't -- weren't happy -- did you have any -- let me rephrase.

Prior to that day that you met with the workers, did Agustin give you any indication there were workers who were not happy?

A. Yeah. And -- yes.

Q. Can you tell me more about that?

A. He explained that there were a few men, it wasn't 19, but there was a few guys that were finding the work much harder than they had anticipated and they were complaining a little bit. That was maybe a day or two prior. And I just kind of thought, him and I both assumed that after a few days of doing the work and they would get used to it and they

would see how things were done. If they couldn't, if they didn't want to do the work after that, then they would go back home.

Q. And so when, the day of this meeting, when did Agustin -- was there anything else said in this conversation with Agustin the day or two prior?

A. No.

Q. So the day of, when did Agustin call you, he called you, Agustin?

A. Yes. He called me on the phone. And I went to the camp. He was there with the guys. There was a few guys outside, but when I got there, I said all the guys come out, because I wanted to speak with all the guys and make sure I got the story right, the general consensus of what was going on. And just spoke Spanish to them and they spoke Spanish back to me and I think we understood each other and had to proceed getting the forms signed and going through the -- because it was all new, how to do all this stuff to, you know, get them back home. And he said that it was voluntarily, I wasn't firing the guys, because I obviously needed help to get my product to the packing

house. And so yeah, it's -- so we went through all the proper channels to do all that.

Q. So all the workers who left around that time were at this meeting?

A. Yes.

Q. About how many would you say?

A. I believe it was 19. I believe. I believe 19.

Q. And Agustin was present?

A. Yes.

Q. For the entire meeting?

A. Yeah. He was there -- he might have saw me coming through the field and then he got there shortly right behind me. But I believe he was there for the -- all the meeting, yeah.

Q. And who else was there at this meeting?

A. Just him and I and the guys.

Q. So Joe Marino was not there?

A. No.

Q. Nobody else from Sun Valley?

A. No.

Q. And where exactly was the meeting?

A. At the camp, at the living

background, but yeah, it was relatively quiet.

Q. I mean did that interfere with hearing?

A. I don't believe so.

Q. And have you told me everything about this meeting?

A. Yes.

Q. And so then the meeting ended, you said this and then what happened?

A. Well, I left and I believe Agustin went back out to the field and the guys just kind of hung out at the camp and waited to hear back from us when I found out what I had to do.

Q. And when did you see these workers next, if at all?

A. Maybe the next day when I brought all the forms there for them to sign and Agustin oversaw that they signed them. But I think I may have seen a few of the guys that day. I don't know that I saw them all. And then maybe the next day or maybe two days later.

Q. So the next day or two days later, you handed forms --

A. For them to sign that they were

leaving voluntarily.

Q. And you gave them to Agustin?

A. Yes.

Q. And then Agustin gave them to the workers?

A. Yeah. And I collected them. I went back, he collected them or I collected them and they were all signed in English and Spanish, their form. It's the right form, I wanted to make sure, because again, this was all new to me.

Q. And so I'm sorry, you collected them or Agustin collected them?

A. He collected them from the workers and then I went back and got them from him.

Q. From Agustin?

A. Yes.

Q. And where did you -- sorry, the next one or two days after the meeting, you handed all the forms to Agustin and then how much later did you come back to get the forms?

A. A half hour.

Q. And how did you see workers, you said you saw a few workers filling out the forms, how did you see that?

A. I brought a bunch of pens and said I need you all to sign and left them there in the eating quarters right there and they were all gathered. They were all starting to come out to gather to sign. And again, not everybody was out there, but I did explain to a few guys, the guys that were out there that we could -- there was several boxes to check off as to why they were returning. And I explained to them, you know, I wasn't going to check the box that said they didn't want to do the work or whatever the box said, I forget the exact wording, because Theresa actually told me, explained to me that checking that box off might make it harder for the men in the future to get return work. So there was another box that said they want to return home to, I don't know if it said family emergency or they're homesick. I forget the exact word, but I explained to them, why, you know, you guys can check this box, but it's clear I'm not firing you. It's clear I need help. And I'm willing to train you guys and do what we got to do to get you guys out here and working. But that wasn't happening. So that it was clear I

Q. Who else left?
A. I don't know names.
Q. How many other workers left?
A. I'm not exactly sure. Left on their own or just work was done?
Q. Either one, separated from Sun Valley.
A. I mean either way, I don't know their names. Nor do I know the amount, the number of men. But there were, I think there were a few instances where a couple of guys may have left mid season. And then we had a group of guys that we explained to them that we just didn't have the crop and they had filled their three-quarter guarantee, I made sure of it before, that's how I came up with the names. Lisa and I went through and made sure each of them made their three-quarter guarantee before we put together any kind of list.
Q. So let's talk about that. What month did they leave in, this three-quarter guarantee group?
A. I believe it was, I want to say it was either at the very end of August or beginning part of September.

Q. How many workers were in this group?

A. I'm not sure.

Q. More than 30?

A. Possibly. For some reason, 34 is sticking out in my mind. I don't know. I forget.

Q. And tell me again why these, what happened, what the circumstances were?

A. We had a bad growing season, horrible growing season and we didn't have peppers, which is our largest commodity by volume.

Q. What kind of peppers?

A. Just regular green bell peppers.

Q. Was there bad weather or what --

A. Bad weather. It was a wet season and disease.

Q. And so Sun Valley determined that there were too many field workers?

A. Right.

Q. And Sun Valley came up with a number of workers that had to be let go?

A. Not had to be, but were asked to, explained to as to why. It wasn't just like,

oh, you know, we don't want you guys anymore. We didn't have the work. And there wasn't enough hours for the amount of men that we had.

Q. And so you and Lisa came up with a number, a number of workers?

A. A list of workers that were well over the three-quarter guarantee.

Q. And how many workers were on that list?

A. I forget.

Q. Was it more than the number of workers that were let go or the exact number of workers that were let go?

A. I don't know. It may have been a half a dozen more, just to be sure that I had the amount of guys that I figured I could let go. I mean there was a whole bunch of factors that determined as to why the number of people that we were letting go. The way the crews are split up. We wanted X amount of people left in the camp perhaps. I'm not exactly sure of the reasoning behind it right now. But at the time, I'm sure there was a method to the madness.

Q. And you and Lisa created that

method?

A. Well, between my uncle and I, we kind of figured out approximately how many men we could let go. And then Lisa and I, her and I just, all her and I did collectively was to be sure that they met their three-quarter guarantee.

Q. So Harry Marino, Jr. determined both the number of workers that needed to be let go and from fields they needed to be let go?

A. Well, they're not assigned to a specific field. They're just, we knew how many guys, about how many guys we can get the rest of the work done, and cleanup. We had a few things we were still harvesting and that takes X amount of people and through experience and all that stuff, we knew about how many people we would need left to complete, to finish out the season. So doing that, we determined how many people we could let go.

Q. Basically between you and Lisa and Harry, you made a decision that X number of people needed to be let go?

A. Well, the number of people, that

was made between Harry and I. Showing that they met the three-quarter guarantee, Lisa and I.

Q. And other than the three of you, was anyone else involved in this decision?

A. No, uh-uh. No, I'm sorry. It's amazing you catch me every time I do that.

Q. And how was this communicated to the workers, this decision?

A. Just like I -- how, in Spanish.

Q. Did you do it directly or did it go through Agustin or through someone else?

A. Him and I. Him and I collectively.

Q. So take me, take me through it.

A. We just at the camp, where guys, the guys were all there and we explained to them that, you know, it was a poor growing season we had, and it was obvious that, because the guys, they weren't doing much and they didn't have many hours. So I explained to them we were going to let some guys go. We're going to determine who, but we explained most likely, it would -- it has got to be guys that may have been here the longest, and maybe the guys that got here first, because they would have been

the guys that would reach the three-quarters first naturally. And they understood that and they understood that we had no product. We had nothing to pick. We had nothing to harvest. And they generally, yeah, they understood that and they were okay with it.

I mean a lot of the guys at that point, they were, they were excited. Some of them were excited to go home and see their families. And okay, we came and it wasn't the best season, but these guys aren't going anywheres. And there will always be next year and it was explained to them that way, you know, we're not letting you go because you didn't perform or nothing like that, it was just we don't have, we don't have the season. We don't have the product. I look forward to seeing you next season if, you know, you choose to want to come back.

Q. And why did you -- so it seems like you had, well, were there two meetings, one, this one meeting and then another meeting to tell the workers who were being let go?

A. I mean there's another one, once we compiled the list of actually who could be let

go, like legally be let go, we presented it to them. And okay, here's the names and this is how we're going to do it and this is the process.

Q. So you mean you created a list which workers had met the three-quarters guarantee so they could be let go?

A. Yes.

Q. And why did you have two, you know, two different meetings?

A. Well, I mean because I had let the guys know prior, at least I felt like I owed that to them and once I compiled the list, because I hadn't done that legwork yet, it was maybe a day or two later.

Q. Two meetings were a day or two apart?

A. Yes.

Q. So it was sort of you had the initial meeting sort of as a courtesy to the workers?

A. Right.

Q. So and how is it determined, okay, we've got a -- we've got to let go some workers?

A. Yeah, I mean, yes. Yes.
Q. What other produce was affected?
A. Pickles. Zucchini. All of them, eggplants. Peppers definitely the worst. Cucumbers were pretty bad at that time. They had a lot of powdery downy mildew, but we don't grow cucumbers late that time of year. So cucumbers is on this list, but we didn't -- I think we were done cucumbers by that time.
Q. Could you have afforded to have kept on all those workers for the rest of the growing season?
A. If I was able to, I would have kept them. I'm sure that would have been very detrimental to me to hang onto labor. You don't want to pay labor to do what, walk through the fields and don't pick anything. That would be foolish.
Q. Walk through the fields and what?
A. And not pick anything. Just walk by the plants that don't have anything on them or dead plants, I can't, I can't. It's foolish.
Q. It would have been financially detrimental to Sun Valley Orchards?

A. Absolutely.
Q. So workers who were, can we call them fired, fired, is that fair?
A. No, they weren't fired.
Q. Laid off?
A. Okay.
Q. Let go. The workers who were let go, this group of workers in August or September, did they sign any --
A. Yes.
Q. -- resignation?
A. Yes.
Q. They signed resignation forms?
A. I don't know resignation, but they signed forms that they were being let go due to crop loss, absolutely.
Q. Does Sun Valley Orchards still have those forms?
A. Yes.
Q. And so those forms say that the workers left because of crop loss?
A. Yes.
Q. So the forms that Sun Valley Orchards gave workers who departed in around May, where were those forms obtained from?

A. I believe it's -- I believe from Theresa Ward at NAC.

Q. So she would have e-mailed them or mailed them to Sun Valley?

A. Probably e-mailed me and I just made copies.

Q. Do you usually correspond with Theresa via e-mail or via phone or both?

A. Both.

Q. Were there any other e-mails that you had with Theresa about the workers departing?

A. I don't know about e-mails, perhaps, I would have to really dig back. But most of that may have been phone conversations, but there was probably a few e-mails in there. But I don't know for sure.

Q. We're talking about 2015?

A. Right.

Q. And you haven't, so you haven't checked your e-mails for this?

A. No.

Q. No one else at Sun Valley has either?

A. Not that I know of. No, nobody

Q. Was Sun Valley Orchards in the practice of notifying the government when workers were separated from Sun Valley Orchards?

A. That's required.

Q. And how does Sun Valley Orchards do that?

A. I call Theresa or whoever in her office that handles that or I e-mail them and tell them that they have to notify whoever they have to notify. That's part of the service that they provide. That's what their agency does.

Q. And would you send them, would you e-mail this organization the list of workers that were separating?

A. Lisa probably did, because this list looks like it's comes from our type of payroll system that we used. And she may have, you know, because I'm sure there's Heather, yeah, because the spelling is correct. I mean this had to come from some kind of a -- some kind of document that Lisa sent to them.

Q. And this reminds you of the payroll system that Sun Valley Orchards has?

Exhibit 5

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Thursday, April 20, 2017

- - - - -

Oral Deposition of JOSEPH MARINO, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 11:20 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

Q. Anything Sun Valley does that you're not involved in?

A. No.

Q. Are you involved in the payroll for the H-2A workers?

A. To some extent.

Q. Were you involved in 2015 in the payroll for H2 workers?

A. To some extent.

Q. How were you involved?

A. Like I told you, I'm involved with -- I handle most of our IT issues, so the software system that we use, I researched and implemented. I handle questions on that. Help the guys with their iPads and scanners, that type of thing. But I'm not involved in the daily payroll or any of the wages or anything like that.

Q. Are those iPads used to track the hours workers work?

A. Yes.

Q. Is that through the system called PET Tiger?

A. Yes.

Q. Is that the system that Sun Valley

used to track workers' hours in 2015?

A. Yes.

Q. Can you tell me more about how Sun Valley used PET Tiger in 2015?

A. It is a software and hardware system that gives you the availability to keep track of your payroll. That's how we used it. Electronically. So that there's no mistakes.

Q. Does it keep track of the amount of pay workers receive?

A. Yes.

Q. Does it keep track of the number of hours Sun Valley's workers work each day?

A. Yes.

Q. Does it keep track of hours Sun Valley offers its workers, but that workers don't work on a given day?

A. Reask the question. I don't understand the question.

Q. Does Sun Valley use PET Tiger to track information about whether a worker does any work on a given day?

A. I still want you to clarify your question, then I'll answer it.

Q. If a worker doesn't perform any

work on a given day --

A. Yes.

Q. -- what would the PET Tiger system show about that worker?

A. If he's not there and present to be scanned into a job for the day, he has no hours or work for the day.

Q. Is there any other information in PET Tiger for that worker on a day when he doesn't work?

A. I'm not understanding your question. I'll explain, workers get an ID card. They have a scanner and an iPad runs the software. You show up to work. You scan your ID. You scan your job, whatever it is you're doing for the day. It keeps track of it. If you're not there, there's nobody to scan. So I don't -- I'm not getting your question. It's very simple. You either show up for work or you don't.

Q. And when a worker doesn't show up for work, does Sun Valley record that in any other system?

A. No.

Q. Does Sun Valley record the reason

that a worker doesn't show up for work on a given day?

A. No.

Q. In 2015, did Sun Valley record the reason that a worker didn't show up for work on a given day?

A. Not to my knowledge.

Q. Who would know the answer to that question?

A. To what question?

Q. Who would know whether in 2015 if a worker didn't show up for work on a given day, the reason for the worker not showing up was tracked in some system?

A. What do you mean was tracked in some system? You're asking -- reask the question. I don't understand the question.

Q. Besides the PET Tiger, what kind of payroll software did Sun Valley use in 2015?

A. Famous actually prints the paychecks. Famous software is our operating system. PET Tiger is a third-party software system that collects the data that transfers to Famous to print the checks.

Q. So Famous is a system Sun Valley

used?

A. That's our operating system. That's our accounting software.

Q. Other than PET Tiger, are there any other sources of information supplied to Famous?

A. Reask the question. I don't -- be more specific.

Q. The information to print the paychecks comes from the Famous system?

A. The information to print the checks is generated by PET Tiger. That information transfers daily to Famous, our accounting system. Famous physically prints the checks. PET Tiger doesn't print paychecks. PET Tiger is a data collection software system. Famous is our operating system, that's our accounting system. It runs our general ledger and everything else, sales, invoicing, accounts receivable, payable.

Q. Did Sun Valley use any other payroll systems in 2015?

A. No.

Q. Did Sun Valley use any other systems to keep track of the number of hours

that you participated in?

A. Sure.

Q. Agustin Hernandez was at some of those meetings?

A. Sure.

Q. Did you ever discuss meals at Sun Valley with --

A. Meals, no.

Q. Did he ever discuss meals at Sun Valley at those meetings?

A. Nope.

Q. At any of the meetings that you've held at Sun Valley where Agustin Hernandez was present, did anyone discuss the kitchen at Sun Valley with him?

A. Yes.

Q. What was discussed at that meeting?

A. The shape of the kitchen. If the stoves are adequate. Just the overall condition of the facility.

Q. Anything else about the kitchen?

A. We provide the facility and we have nothing to do with it after that. It's not our -- it's not -- it's nothing to do with us.

Q. When you say facility, what does

Sun Valley provide?

A. We provide free housing and we provide a kitchen. Pay all the utilities and that's it.

Q. Does Sun Valley provide any of the equipment in the kitchen?

A. I think we did, yeah. I think we bought everything, the stoves, we -- we provided all that.

Q. What else in the kitchen did Sun Valley provide?

A. I'm not sure. I don't know all that's in there. I don't even know.

Q. So when you discussed the kitchen at Sun Valley with Agustin Hernandez, what did you discuss?

A. You asked if I was present at discussions, I said yes. What was discussed, I don't remember. I don't know. I told you overall condition of the facilities. That's my answer.

Q. Do you remember anything about what was discussed in the meetings with Agustin Hernandez at Sun Valley about the kitchen?

A. No.

Q. Did Sun Valley change anything about the way the kitchen operated in 2015?

A. Not to my knowledge.

Q. Does Sun Valley give Agustin Hernandez any instructions about how to operate the kitchen?

A. No.

Q. Did Sun Valley set any rules for how Agustin Hernandez ran the kitchen?

A. No.

Q. Sun Valley paid some money in 2013 because of a US Department of Labor audit?

MR. SCHULTE: Objection. Are you asking or testifying?

BY MR. GLICK:

Q. Do you know if Sun Valley paid money in 2013 because of a US Department of Labor audit?

A. No.

Q. Do you know if Sun Valley ever paid money because US Department of Labor audit determined that workers were overcharged for their meals?

A. No.

Q. In 2015, were Sun Valley's H-2A

system have about that?

A. The hourly rate and the piece rate.

Q. Are there codes for different jobs?

A. Yeah.

Q. What are some of those codes?

A. They're job descriptions.

Q. Can you give me an example of a job description?

A. Pepper harvest, cucumber harvest, squash, picking, picking peaches. That's a few of them. I gave you an example.

Q. Are those job categories listed in the PET Tiger system?

A. Yes.

Q. What other information goes into the PET Tiger system?

A. Be specific.

Q. So the PET Tiger system has information about the hours workers work?

A. It keeps track of that.

Q. It keeps track of the job category the workers work?

A. Yes.

Q. What else does the PET Tiger system keep track of?

A. The piece rates.
Q. What else?
A. It's not that complicated. It keeps track of the work they do.
Q. Is there anything else in the PET Tiger system?
A. Be more specific. Ask a question. You're asking vague questions. Ask a specific question, I'll give you an answer. I don't know what you're asking.
Q. Does the PET Tiger system keep track of information other than what we've discussed?
A. I don't know what it's capable of, because we only use it for what we use it for.
Q. What does Sun Valley use the PET Tiger system for?
A. How many times do I have to explain this? I've explained it very clearly. What do we use it for? To keep track of what the workers do so we can pay them correctly. That's what we use it for. Ask a specific question, I'll give you an answer.
Q. How does Sun Valley keep track of whether it pays workers correctly?

A. We review the job cards daily and the system tells you if there's a mistake. Nobody's got records like us, I'll tell ya.

Q. What kind of mistakes would the PET Tiger system show?

A. If they double scanned an ID tag. It's very, very, very hard to not catch a mistake. The system is very, is very accurate. It knows if something is out of the ordinary. You review the job card every day and it will identify them, like this is out of sorts. And then you look at it. And then you adjust it.

Q. If a worker doesn't clock in one day, but did work at Sun Valley, would the worker be paid for the work that day?

A. Yes.

Q. What would Sun Valley do to make sure the worker got paid for that day?

A. It would have to be reported to the office to payroll for that to be rectified.

Q. Who would report that problem to the payroll office?

A. Agustin.

Q. Anyone else report those kinds of problems to your office?

A. My brother, Russ.
Q. Anyone else?
A. Not to my knowledge.
Q. Who at the payroll office would be informed about that kind of problem?
A. Lisa.
Q. Is that Lisa Justice?
A. Yes.
Q. Anyone else at Sun Valley keep track of those kinds of problems in the payroll office?
A. No.
Q. Does anyone else work in the payroll office at Sun Valley?
A. No.
Q. A minute ago, you mentioned Sun Valley's records. What kinds of records does Sun Valley have of the hours H-2A workers worked in 2015?
A. Whatever PET Tiger is capable of.
Q. Does Sun Valley use any systems other than PET Tiger to keep track of the hours H-2A workers worked in 2015?
A. No.
Q. Does PET Tiger keep track of the

time of day that a worker clocked in?

A. Yes.

Q. Does PET Tiger keep track of the time of day that a worker clocked out?

A. Yes.

Q. PET Tiger is an electronic system?

A. Yes.

Q. What kinds of reports can be run from that PET Tiger system?

A. I'm not sure. I don't use it daily.

Q. Who uses the PET Tiger system?

A. Lisa.

Q. Does Sun Valley currently have information from 2015 about the hours workers worked in 2015?

A. Reask the question.

Q. Does Sun Valley still have information in PET Tiger about the hours workers worked in 2015?

A. Yeah.

Q. About the pay workers received in 2015?

A. Yes.

2015 about which days workers didn't work?

A. No.

Q. Are you familiar with a job order from the H-2A program in 2015 at Sun Valley?

A. No.

Q. Do you know whether the workers at Sun Valley in 2015 were guaranteed the opportunity to work a certain number of hours?

A. Oh yeah, I know that, yes.

Q. Can you tell me about your understanding of that guarantee in 2015 for the H-2A workers?

A. There's a guarantee that needs to be met. And it's -- I don't know what it is.

Q. Do you know if the guarantee is broken down at all by weeks or months or days?

A. I don't know. I just know that there's a guarantee.

Q. How does Sun Valley keep track of whether workers have been offered the number of hours under that guarantee?

A. Through the payroll software.

Q. How does Sun Valley use that payroll software to keep track?

his work history. It will generate reports and they got all the reports they wanted. It generates reports until you can't read them no more.

Q. What specific information would that work history show?

A. I don't know, whatever you ask it to show. I don't know. I don't use it. I don't use it. I just know that it can do it.

Q. Do you know if it can show the number of hours a worker worked in a particular day?

A. Yes.

Q. Do you know if it shows the reason why a worker didn't work a certain day?

A. Reask the question. I don't know why you keep going back to this, because it's -- like it's not relevant. Reask the question, because I don't understand it.

Q. PET Tiger can run reports?

A. Yes.

Q. Someone from Sun Valley can use PET Tiger to run a report?

A. Yes.

Q. Did all of Sun Valley's workers in 2015 meet the three-quarters guarantee?

A. Yes.

Q. How do you know?

A. Because we made sure.

Q. Who made sure?

A. My brother sat down and went through everything with Lisa.

Q. Do you know what records they used to figure it out?

A. No. You've got to ask him.

Q. Was anyone else involved besides Russell and Lisa?

A. Not to my knowledge.

Q. In 2015, did Agustin Hernandez ever convey information to you about complaints that workers had made to him?

A. No.

Q. Did anyone convey information to you in 2015 about complaints by workers?

A. No.

Q. Did anyone tell you that a worker had a question in 2015?

A. No.

workers wanted to leave Sun Valley?

A. Yes.

Q. Can you tell me more about that?

A. We had, I think it was our first, our first group of H-2A employees. We were just starting asparagus harvesting and we really needed them bad. I don't know the exact number, how many it was, but I think it was that entire group wanted to go home. They didn't want to do the work. And we were stuck, stuck in a bad way, in a real bad way. We needed, we needed workers. And I know we all went over there, myself, my brother, my uncle, my dad, Agustin, and we talked to them all. My brother talked to them. You know, tried to figure out, you know, what it was that they didn't like, what they didn't want to do and they just said they did not want to do this work and they wanted to go home. So that was it, they left. And we needed them bad, really bad.

I'm sure you're aware, this H-2A program is not an easy program to navigate. You just don't pick up the phone and replace 20

the ground every day, every day, every day, every day. You've got to cut it. There's nobody there to do it. So that's how that went.

Q. Who first told you that some of the workers were having issues?

A. I think Agustin. Agustin is the manager of the help. He went and told my uncle and I think my brother that these guys are not happy. They don't like the work. They don't want to do it. They want to go home. Well, then I find out, what do you mean they want to go home, they just got here. So we all went over to talk to them to see what it is that we could do to make it work and they just, they said no. My brother even explained to them, you know, we understand, it's not about pride. It's not about anything else. Just, you know, can you, nope, they didn't want to do it. They wanted to go home.

Q. Who did you first learn about the situation from?

A. I don't remember.

Q. Was it your uncle?

just, I remember it happened. But I don't know who told me exactly.

Q. When you and your dad and your uncle and your brother and Agustin Hernandez were present with these workers, where were you at that time?

A. At the -- at the living quarters.

Q. Was it inside?

A. No, we were all outside. We were all outside standing as a group.

Q. Were you close to the building?

A. Yeah.

Q. About how close?

A. I was in the parking lot area.

Q. How close were you to the workers?

A. We were talking in a group.

Q. Were you pretty close to the workers?

A. Yeah. I'd say from here, from here to the wall, maybe a little further.

Q. Let the record reflect that the witness is sitting at a table that is about three chairs away from the end of the table and then there's, is it fair for me to say a couple

A. I don't get this.

MR. SCHULTE: The record speaks for itself. I think we would guess maybe 15 feet, but I'm not really sure where this is going.

THE WITNESS: Between 15 and 20 feet.

BY MR. GLICK:

Q. Who spoke at that meeting?

A. My brother, Agustin.

Q. Did anyone else speak?

A. I don't recall.

Q. Did you speak at that meeting?

A. I don't recall. I don't remember what was said. Again, I'm under oath, so everything I answer has got to be the truth and I don't remember, so.

Q. I appreciate that. Did Agustin speak in Spanish at that meeting?

A. Yes.

Q. Did he speak in English as well?

A. He translated.

Q. Who did he translate for?

A. For us, we're not bilingual.

A. No.
Q. At the meeting in 2015 with the workers outside the housing camp, did he translate for Russ?
A. I don't, I don't recall. Russ is, Russ is pretty fluent in Spanish. I don't recall.
Q. Did Russ speak Spanish at that meeting?
A. Yes.
Q. Did you understand what he said?
A. Nope.
Q. Did Russ speak English at that meeting?
A. Yes.
Q. What did he say?
A. I don't remember.
Q. Did you understand him when he spoke?
A. Yes.
Q. Did you understand Agustin when he spoke?
A. English.
Q. Anything he said, did you

A. When he spoke English.
Q. Do you know what he said?
A. No.
Q. Who spoke first at that meeting?
A. I don't recall.
Q. How many workers spoke?
A. I don't recall.
Q. Was it more than one?
A. I don't recall.
Q. Was anyone upset at that meeting?
A. No.
Q. How do you know?
A. Define your definition of upset. I don't -- I don't understand what you're asking. My definition and yours might be two different things.
Q. What was the mood like at the meeting?
A. The mood was fine. We were just trying to figure out what the problem was. It was just a, hey, what's going on. What's going on, what's, what's the problem. What don't you like? What's -- I mean before I knew it, that was it, they wanted to go home and that was it.

All I know is we did everything we could, we needed them bad. We couldn't afford to lose them. They wanted to go home, so.

Q. Did the workers explain any concerns that they had at that meeting?

A. I don't recall. Again, I'm going to tell you again, I don't know specifically what was said. I just explained the mood of the meeting. I explained the intent, what was going on. I can't recall from 2015 the exact words of what was said, who said what, when, where and how. I don't. I don't remember. So move onto the next one.

Q. Is there anything else about the meeting in 2015 that we haven't discussed that you do remember?

A. No.

Q. Do you have any notes from that meeting?

A. No.

Q. Does Sun Valley have any notes from that meeting?

A. I don't know. You'd have to ask Russ.

Exhibit 18?

A. No.

Q. Have you seen Exhibit 18 before?

A. No.

Q. Do you know who created Exhibit 18?

A. For certain, no.

Q. Do you know whose handwriting appears on Exhibit 18?

A. I do not.

Q. You don't recognize the handwriting on this document?

A. I do not, no.

Q. Does Sun Valley have an orientation for when H-2A workers arrive at Sun Valley?

A. I believe so. My brother does that. You've got to ask him.

Q. Are you involved in the orientation?

A. No, I am not. Again, I am not involved with the labor, the day-to-day operations, the H-2A program, that is not my responsibility at the company.

Q. So --

A. I cannot speak for certain on these

opportunity yesterday.

Q. Are you personally involved in any orientations for workers at Sun Valley?

A. No.

Q. Other than Agustin Hernandez, did anyone at Sun Valley have a New Jersey crew leader license in 2015?

A. I don't know.

Q. Who would know?

A. I have no idea. I don't know. I don't know the answer to that, no.

Q. Do you know if anyone at Sun Valley had a Farm Labor Contractor license from the US Department of Labor in 2015?

A. I do not know.

Q. Mr. Marino, I'm showing you a document that I think has been previously marked as Exhibit 8 in the deposition of Agustin Hernandez. Do you recognize Exhibit 8?

A. I guess it's the -- it has something to do with the H-2A application. I don't know. I don't do it.

Q. You haven't seen Exhibit 8 before?

A. No.

the typed information in Exhibit 8?

A. I do not know, no. You'd have to ask Russ. His name is clearly on it, so I hope you asked him yesterday.

Q. If Agustin Hernandez testified that you personally posted Exhibit 8 at Sun Valley, how would you respond?

MR. SCHULTE: Objection, that's actually not at all what Agustin Hernandez testified to, so that's a hypothetical.

BY MR. GLICK:

Q. Did you personally post Exhibit 8 at Sun Valley?

A. No. No.

Q. You're not involved in maintaining the housing at Sun Valley?

A. No.

Q. You're not involved in inspecting the housing camp at Sun Valley?

A. Nope.

Q. Preparing the housing facility at Sun Valley?

A. No.

the bathrooms at the working housing camp at Sun Valley?

A. No, no, no.

Q. You're not involved in the transport of workers between the housing camp and the fields at Sun Valley?

A. No.

Q. You're not involved in maintaining those vehicles?

A. No.

Q. You're not involved in overseeing who drives those vehicles?

A. No.

Q. Sun Valley employs a mechanic named Leonard Fleming?

A. Yes.

Q. Who oversees Leonard Fleming?

A. The owners. We all do. He's an employee of us. He has no mechanic boss.

Q. Do you ever assign work to Leonard Fleming?

A. Sure.

Q. What kinds of work do you assign him?

Q. Other than vehicles?

A. It's a farm. He works on everything. If it's broken, he fixes it. So use your imagination. Anything that needs to be fixed on a farm, Leonard works on it. Within his capabilities. And if he can't fix it, we send it out.

Q. Who do you send it out to?

A. To whatever the appropriate shop may be to fix whatever it is that's broken.

Q. Does Sun Valley use a shop that employs a person named Al Foot?

A. Yes.

Q. What does that Sun Valley use that shop for?

A. Again, for whatever our overflow, whatever Leonard can't handle, if he's too busy, whatever needs to be fixed.

Q. Does that include fixing the vehicles that transport Sun Valley's workers between the worker housing camp and --

A. It could. Yes, it could, yes.

Q. Mr. Marino, I realize some of my questions are very long and it may be very

it. Russ handles it. So again, I'll reiterate that, it's my brother. So I hoped you asked him yesterday.

Q. There was some groups of workers who left Sun Valley early in 2015?

A. Be more specific.

MR. SCHULTE: The testimony was that there was a group of workers, we covered this earlier.

THE WITNESS: Yeah.

BY MR. GLICK:

Q. Was there a group of workers who Sun Valley laid off in 2015?

A. Yes.

Q. Were you personally involved in the decision to lay those workers off?

A. Yeah, we all discuss it. We all discuss what was going on in our business.

Q. Can you tell me more about the circumstances that led to the layoff of those workers?

A. We had a crop disaster. We lost our pepper crop. We had nothing left to pick. Nothing left to pick. There's no work. So we

made sure that their contracts were fulfilled for the guys that were laid off. That's the end of that. There's no work. It's a disaster.

Q. Those workers who were laid off in 2015, did they sign forms before they left?

A. I don't know. Because I don't get involved in any of that after the fact. That's my brother. That's the agent that we used to make sure that we follow everything that is supposed to be followed, to do what we're supposed to do. I'm not involved in that.

Q. Who was involved in determining whether the workers who were laid off received the three-quarters guarantee?

A. Russ and Lisa. We ran detailed reports like you're putting in front of my face to determine that they actually worked the time before anybody was laid off. Because none of us want to be sitting here. You can bet that. None of us. You might think we do coming in our office throwing this stuff at us, but we don't. That's why we spend what we spend. That's why we hired the consultant and we ask

used by counsel who was unprepared to ask him questions yesterday on all of these topics.

THE WITNESS: Yes. And I also want to say that I was extremely prepared today on the topics I was to be deposed on as well. Thank you. I was not, not prepared.

BY MR. SCHULTE:

Q. While we're still on, just a couple of follow-ups. I'm sorry I thought you meant on your point. Three or four quicks ones. Does Sun Valley have a policy to exclude workers from using kitchens?

A. No.

Q. PET Tiger and Famous would show days where a worker didn't have hours worked, right? I mean it wouldn't have an entry for that, but you could tell if other workers in the same crew were working and and they had a zero for that, you could tell that they didn't work that day?

A. Sure, yes.

Q. Are you aware of any complaints

A. No.

Q. And in your experience when Wage and Hour investigators come out, have they made any comments about the food being served?

A. Yes. Wage and Hour has been to our farm since we have been in business, every year they come. They say what a great job we do. The kitchen is fantastic. The food smells wonderful. They all want to sit down and eat with everybody. And first year we get an H-2A, here we are, here we sit. So they know our operation very well and we have been a good farm for a long time.

And I do want to clarify the question about the food and kitchen stuff. The reason the answers are no, because we are not involved, never have been involved in anything that goes on with food or kitchen. That's a fact. Always has been. Always will be. We provide the free facilities and that is it. End of story.

MR. SCHULTE: That's all.

THE WITNESS: Thank you.

(Whereupon, the deposition was

Exhibit 6

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF
DARIO MORALES ACOSTA
New York, New York
May 3, 2017
10:20 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317A

May 3, 2017

10:20 a.m.

Video teleconference deposition of DARIO MORALES ACOSTA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A. Yes.
Q. You mentioned a key. What is the key to?
A. The main door to the kitchen.
Q. How much did you pay for meals?
A. 100 U.S. per week.
Q. What did you drink in the fields?
A. During the light breakfast in the morning, sometimes Gatorade or a soda.
Q. What did you drink in the fields?
INTERPRETER GARCIA: You want me to repeat the question?
MR. HEYMAN-KANTOR: Yes, please.
A. They brought water from the kitchen to give us some in the afternoon.
Q. What else did you drink during the course of the day?
A. Sometimes at dinner, one beer.
Q. Did you drink anything else during the course of the day?
A. No, that's it.
Q. Where did you get the soda, Gatorade and beer?
A. Agustin sold them.

A. Sometimes juices.
Q. Anything else?
A. No, that's it.
Q. Did Agustin sell any other items other than drinks?
A. Chips, soups and cigarettes.
Q. Anything else?
A. No. Just that, and the soda and the Gatorade.
Q. Was anything else sold from the kitchen?
A. No.
Q. So, typically, how many sodas or Gatorades would you drink in a day?
A. Sometimes three or four.
Q. If you can walk me through a typical day, what times would you purchase these sodas and Gatorades?
A. During the light breakfast at 10:00 in the morning, one soda. Between 12:00 or 1:00, another one. From 2:00 to 3:00 we drank the water that they provided. And at dinner Monster or soda.
Q. Can you repeat the first word?
INTERPRETER GARCIA: Monster. It's a

Q. When you say soda, do you mean Monster or are those two different things?

A. No, when I say soda, I mean Coke, Coca-Cola. Monster is different.

Q. Did Agustin also sell Monster?

A. Yes.

Q. You said at 10:00 a.m. you'll have one soda. At 12:00 or 1:00 you'll have one soda. Is that right?

A. Yes.

Q. Can you go back to, what else would you have during this typical day?

A. The three sodas and the water.

Q. When would you drink the third soda?

A. In the afternoon, around 6:00 or 7:00.

Q. Would you ever drink a fourth soda or drink?

A. Around 5:00 and 6:00 a.m. in the morning there was coffee.

Q. Was the coffee free or was there a charge?

A. It was included in the weekly meal plan.

Q. Were the other drinks included in the

A. No, those we needed to pay one dollar per drink.

Q. Was it the same price for the coke, Gatorade and Monster?

A. Soda and Gatorade, one dollar; Monster, two dollars.

Q. Before when you said you'd have a soda at 10:00 a.m., a soda at 12:00 or 1:00 p.m., and a soda at 6:00 or 7:00 p.m., what do you mean by soda? Let me strike that.

What time of day would you have the Monsters?

A. In the morning at 10:00 with a sandwich that Agustin sold to us as part of the light breakfast.

Q. Would you have a Monster at any other time during the day?

A. No, just one.

Q. When would you have a Gatorade?

A. At 1:00 and at 6:00 p.m.

Q. When would you have a Coke?

A. Sometimes during lunch in exchange of the Gatorade.

at breakfast at 10:00 a.m., one drink at lunch at 12:00 or 1:00 p.m. and one drink at dinner at 6:00 or 7:00 p.m.?

A. Yes, plus the water that was provided between 11:00 to 3:00. That was the time in which it would be hotter.

Q. Was water provided after 3:00 p.m.?

A. Yes.

Q. Did the other workers in the fields drink more or less or about the same as you drank?

A. Some of them more because they purchased double for lunch or for breakfast.

Q. Do you mean by double? Do you mean two drinks for lunch or two drinks for breakfast?

A. Two for the lunch.

Q. Are you saying that most of the workers in the fields had more drinks than you had?

A. No, maybe just one-third of them. Not even one-half.

Q. The other half of workers, did they drink the same as you or less than you?

A. The same.

Q. How do you know how much the other

A. Because we were all together in the same group and we were all together in one single dining room for lunch.

Q. Before you said that Agustin sold beer. How many beers per week did your coworkers drink?

A. About a six-pack.

Q. How do you know that?

A. I would see the empty cans in the trash when they put all the trash together.

Q. Do you know where your coworkers got the beer from?

A. Agustin had a refrigerator for the beer in the kitchen.

Q. How did the workers get the beer?

A. At the end of the day you could purchase it, just as the other drinks or beverages.

Q. How much did they cost?

A. I don't really remember. But maybe 12 U.S. per six-pack.

Q. How much beer did you purchase a week?

A. Two to three Cerveza Modelo.

INTERPRETER GARCIA: C-E-R-V-E-Z-A and the second word M-O-D-E-L-O.

A. Yes, it is.

Q. What other brands of beer were sold, if any?

A. There was a red one that I don't remember the name. I think Budweiser if that is a red can.

Q. Any other brands?

A. I think there was also Bud Light. I think.

Q. Who sold the other brands of beer?

A. They were all together in the same fridge opened by Agustin.

Q. How much did the Budweisers and Bud Lights cost?

A. I don't remember because I never purchased those. But they were cheaper.

Q. How much did it cost to buy a single Cerveza Modela?

A. Two dollars.

Q. What times of day could you buy beer?

A. Only in the evenings when we were ready to go to rest or sleep.

Q. So what was the earliest time and what was the latest time you could buy a beer?

Q. Anything else remarkable about the housing or the bathrooms?

A. I would think that's all.

Q. I want to ask you a little bit about your personal experience working. Was there ever a time when you were injured or didn't work during the 2015 growing season?

A. Yes, for about a week and a half.

Q. Why did you not work for that week and a half?

A. I broke a toe when we were doing the picking.

Q. How did you break the toe?

A. A splinter went into my shoe from where they would stack the peppers.

Q. When did you -- let me talk a little bit about the circumstances around the end of your work at Sun Valley. How did you end up or why did you stop working at Sun Valley?

A. What happened is that there were three big storms and this affected three of the fields of peppers, so they said the only thing we would be doing is collecting the plastics from the fields,

you first signed it?

A. Yes. It was in Spanish and in English.

Q. What happened to the Spanish part of the document, if you know?

A. We turned them both in to Agustin.

Q. The part of the document that you have here, Agustin has this or you had this?

A. Agustin handed it to us so we would sign it. After signing it, we returned it to Agustin.

Q. Just to go back, where are you located today?

A. In Celaya.

Q. What building is that? Whose office is that?

A. It's the office for immigrants' rights.

Q. Do you know the name of the organization?

A. I think it's CDM. The center for immigrants' rights.

Q. Has anyone from CDM spoken with you about testifying?

A. Yes, that it was going to take place.

Q. Did they talk to you about what you would testify about?

room?

A. Yes.

Q. Thank you. If we can go back and talk about the kitchen. Did you ever ask to put anything in the refrigerator?

A. No, I never asked.

Q. How about the stove?

A. I did not. Just some coworkers and they were told that they had to buy their stuff.

Q. Did anyone ever tell you that?

A. No.

Q. Did you ever pay money to Russell Marino for meals?

A. No. He only visited us three times during the time we were at the ranch.

Q. Did you pay anyone other than Agustin for meals?

A. No, just him.

Q. Did you ever pay anyone other than Agustin for soda or Monsters?

A. No, he was the one who would collect the money for these things.

Q. That would apply for everything you

nothing that you bought from anyone else at Sun Valley other than Agustin?

MR. HEYMAN-KANTOR: Objection, confusing.

A. Yes, he was the one who was with us.

Q. Did you ever go to the store? Did Sun Valley provide a van or a bus to take you to the store?

A. No. Only to wash our laundry.

Q. Was there a store nearby?

A. Yes. There was a store close by, five minutes walking.

Q. Did Sun Valley ever take money out of your paycheck to cover food for meals?

A. No.

Q. Was there anyone who did not buy beer, any of the workers who did not buy beer?

A. Yes, there were a few.

Q. So, you said that you came in June. Do you remember what time in June you arrived?

A. Like the first day.

Q. It looks like you left about August 9th. Is that about right?

A. I think so. 8th, the month of August.

A. Around 30.

Q. Did Agustin explain why your coworkers could not use the kitchen?

A. No, he didn't. He just said that to them and that he it was not mandatory for any of us to eat that food or to drink those beverages.

Q. Okay. Now, in response to the questions from Mr. Schulte, you said that -- I'd like to talk a little bit about these trips to the laundry.

INTERPRETER GARCIA: Could you repeat that for me, please?

Q. I'd like to talk a little bit about the trips to the laundry that you were talking about earlier.

Would you always be able to go to the -- how much time would you be given to do the laundry?

A. About an hour and a half or two.

Q. Would you always have time to go to the store to buy food on that trip?

A. No. That would be a different trip on Saturday. We would go to the laundry twice a week.

Q. Did you pay for these trips?

A. Just if we were going to travel farther.

Agustin.

Q. And on the trips to the laundry, were you able to purchase food and other items?

A. Yes.

Q. Did you always have time to purchase other items on those laundry trips?

A. Yes. But, of course, we had to do that while the clothes were being washed, while they were in the machine because they would not wait for us if we needed more time.

Q. How much time would you have to go to the store while the laundry was being washed?

A. About 30 minutes or an hour.

MR. HEYMAN-KANTOR: All right. No further questions.

MR. SCHULTE: Just a couple of questions for me.

BY MR. SCHULTE:

Q. Did any of the Marino brothers speak with you about the meals?

A. No, they didn't. None of them. We just arrived and were taken to the dorms to make ourselves home. And it was Agustin the one who told

MR. HEYMAN-KANTOR: All right. One moment. We need to confer here.

(A brief recess was taken at this time.)

MR. SCHULTE: I'm sorry. If I can go back. I have just have one last one.

BY MR. SCHULTE:

Q. Do you think you're owed any money for your work in 2015?

A. I guess not because at the end of every week they would give us our check and our stub.

MR. SCHULTE: Okay. Thank you. That was all.

MR. HEYMAN-KANTOR: We have no further questions. Thank you very much for your time and both for the interpreter for your help here and to the witness. We wish you a safe journey back home.

INTERPRETER GARCIA: Thank you, sir.

MR. GLICK: I'm going to stop the recording now.

(Time Noted: 12:35 p.m.)

Exhibit 7

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF MIGUEL ANGEL ELIZONDO SOTO

New York, New York
May 3, 2017
2:03 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317B

May 3, 2017

2:03 p.m.

Video teleconference deposition of MIGUEL ANGEL ELIZONDO SOTO, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

repeat.

A. Agustin was on top of the supervisor.

INTERPRETER GARCIA: Just excuse me. He wanted to make sure that the word supervisor meant (Spanish word). That was the question he asked to the interpreter.

Q. Okay. I appreciate it.

Could workers choose to work fewer hours at Sun Valley?

A. No, there was no choice. Actually, the foreman would threaten us that if we didn't work but he ordered, we were going to be sent back to Mexico.

Q. I'd like to ask you a little bit about how you ate at Sun Valley. Can you tell me about the meal plan?

A. With respect to the nutritional value of the meals, they were balanced. But we were against what that we felt it was given to us very expensive.

Q. How much was the meal plan?

A. 80 US dollars per week plus soda. In total, in a week, we would be paying $125 including soda and meals.

Q. Who did you pay this money to?

Q. How was this arrangement explained to you?

A. Agustin did it.

Q. What did he say?

A. From the moment in which we arrived, he told us we needed to pay 80 U.S. for the meals and that any soda also needed to be paid for.

Q. When would you pay him?

INTERPRETER GARCIA: Would you repeat this for me, sir?

Q. When did you pay Agustin the $80?

A. Every time I received a check.

Q. When did you receive checks?

A. Every eight days, every week.

Q. How long did you participate in this meal plan?

A. A bit over one month and a half.

Q. What did you do after that month and a half?

A. Some of the coworkers got together and bought a little grill and I saw that they were able to do their own cooking in that grill, so I joined them.

to you about, was Agustin selling anything other than the meal plan?

A. He would sell soda, Red Bull, Monster.

MR. SCHULTE: Sorry to interrupt. Are you getting kind of a cross signal on the line, too, or is that just here? It sounds like there's another call in the background.

INTERPRETER GARCIA: No, we're not. We're fine here.

MR. HEYMAN-KANTOR: Yeah, we're fine here, too.

MR. SCHULTE: It's just me. Okay, then. Carry on.

A. Repeating his answer, he said that he would sell Red Bull, Monster and orange soda and he also sells or sold beer, Caguana. Caguana, it's like a large beer.

INTERPRETER GARCIA: Now you're gone? Can you hear me?

MR. HEYMAN-KANTOR: Yes.

INTERPRETER GARCIA: We can't see you. We can only see Mr. Schulte.

MR. HEYMAN-KANTOR: Let us try to fix

A. Yes, one beer was the Caguana, the larger one.

Q. How much did the smaller beers cost?

MR. SCHULTE: Objection. He never testified about having smaller beers, only this kind. He's asked and answered this several times already.

MR. HEYMAN-KANTOR: All right. Let me rephrase.

Q. Were there different -- did Agustin sell multiple types of beer or only one kind of beer?

A. Several.

Q. Can you tell us the different kinds of beer?

A. Bud Light, Vicky.

INTERPRETER GARCIA: He's calling them Vicky, like V-I-C-K-Y. He's saying it's like a Mexican beer that's called Victoria. So, he's using Vicky as short for Victoria.

A. Those were in six-packs.

Q. Were the Bud Lights sold in six-packs or in singles or some other way?

A. Either way. However you wanted it. If

understand?

A. Yes.

Q. How many beers, typically, a week, would H2A workers drink?

A. Maybe five boxes per week. There were some that actually bought a lot.

Q. On a typical Friday night, how much would an average H2A worker buy in beer?

A. Five 24s.

INTERPRETER GARCIA: I'm asking permission to ask him to clarify for me.

MR. SCHULTE: I'm sorry. It's up to counsel to ask the questions. You can just interpret his answers. If counsel has a question about what he meant, he can follow up. Sorry.

INTERPRETER GARCIA: Okay.

Q. What do you mean by that?

A. With what?

Q. What do you mean by five 24s?

A. Five boxes of 24 each. I think it's 24 per case. Isn't that right? That's what they sell there?

of 24 beers?

A. Yes, he did. He would sell six-packs or 24-pack cases and the Caguana.

Q. So, Caguanas were sold either in six-packs -- sorry. Sorry.

Are you saying Caguanas were sold in either six-packs or 24-packs?

A. I don't know about that because I did not buy those.

Q. Do you know how much Agustin charged for a 24-pack of Caguanas?

MR. SCHULTE: Objection. He didn't answer that they were sold in 24-packs. No foundation.

(Interpreter Jenkins relieved Interpreter Garcia.)

Q. You can answer.

A. He once saw that the undocumented workers once organized a party and he did see they were sold a case of Caguanas.

Q. What beers -- how many beers per H2A worker would a particular H2A worker have per week?

A. Just a few of them were drinking beer,

clarify what is the word.

A. He said, also the hygiene in the field was really bad.

Q. What do you mean by that?

A. When we got there, everything was really dirty. The bathrooms were filthy, the showers, where we take showers were filthy, the dorms where we stayed.

Q. Turning back to the beer, what days of the week did Agustin sell beer?

A. It was open to whoever wanted to buy beer. But I would say -- but the days they would consume more beer was on Sunday.

Q. Could you buy beer all seven days a week or were there some days when it was closed?

A. No, it was open.

Q. What time during the day could workers buy beer?

A. When we came back from work.

Q. You previously talked about other workers buying beer. Did those workers purchase it from Agustin or from somewhere else?

A. At the beginning they were buying from

elsewhere.

Q. When did they start buying them from elsewhere?

A. That was towards the end. At least that's what I would observe. I wasn't drinking a lot. I would buy approximately two beers a week.

Q. So, how many weeks were left in the season when people started buying beer elsewhere?

A. That was like the last week.

Q. Where did Agustin sell the beers from?

A. Right there in the store in the diner -- in the dining room. He had it there in the fridge.

Q. How far was the dining room from where you slept?

A. Five to 15 meters away. It was right there in the building where we were staying.

Q. I'd like to ask you briefly a little bit more about the bathrooms. Can you tell me anything else about the bathrooms?

A. There was shit on the walls and on the toilets like rubbed on the walls -- on the toilets. There was toilet paper everywhere, dirty toilet paper everywhere. Some would piss outside of the

Q. How much time would you spend in these vans each day?

A. Every day.

Q. Can you estimate how much time; ten minutes, an hour, three hours?

A. It would depend in which field you were going to work at. It could be from 15 minutes to 30 minutes.

Q. And that's total per day, 15 to 30 minutes?

A. What do you mean?

Q. Fifteen to 30 minutes, is that the total round trip travel or is that just one way?

A. Fifteen minutes there and 15 minutes back, depending on where the field is. There was another field that was farther away and it took us 30 minutes to get there and another 30 minutes to get back.

Q. During the course of 2015, did you ever leave the farm?

A. Only when I got chicken pox. I mean I was staying. I was sleeping in the fields, but since I had fever, I could not go to work. And I

being showed no preoccupation for us when I got sick. During this time that he got sick, I was being showed no concern for us.

Q. How long were you sick and not working?

A. About a week.

Q. Was there any transportation provided to you to do laundry?

A. Yes, there was one day out of the week that we used to go do our laundry.

Q. Was that transportation provided free of charge or was there a charge?

A. No. It was included.

Q. How much time would you have to do your laundry?

A. It would just depend on when we were all doing our laundry.

Q. Would you have time to shop at stores nearby?

A. Yes, there was a store nearby. At the end, that's where I would go buy my stuff. That's where I would go buy my food.

Q. Did you have time to go to the store on every trip to the laundry?

MR. HEYMAN-KANTOR: Let me rephrase.

Q. Is this the document that you were handed around the time that you were sent home?

A. Yes.

Q. I'd like you to look at another --

MR. HEYMAN-KANTOR: Sorry. Court reporter, can you mark this document as Exhibit 22?

(Exhibit 22, Miguel Angel Elizondo Soto's departure form, marked for identification, as of this date.)

Q. There should be a folder near you that says 22. Can you hold that up to the camera so we can confirm you have the right document?

(Witness complied.)

Q. Thank you. We've got the right document.

So, this document which I've marked as Exhibit 22, is that your signature on the document?

A. Yes, it is mine.

Q. Did you complete this document?

A. Yes.

Q. Was anyone with you when you completed this document?

Q. Anyone else?

A. No, just him.

Q. Do you see where there's an X on the document on the left side?

A. Yes.

Q. Why did you put an X there?

A. The foreman told me to put an X there. He told us all to put an X there.

Q. And then after you completed this document, what did you do with it?

A. There were actually two documents. One was in English and one was in Spanish, and I kept the one in Spanish.

Q. What did you do with the English one?

A. I gave it back to Agustin.

Q. Did you ever see this document again?

A. The one that was in English?

Q. Correct.

A. No, it was left there.

Q. Everything that you've been talking about today about Sun Valley, was that all about the 2015 growing season?

A. Yes.

questions. I think opposing counsel may have some questions.

EXAMINATION BY

MR. SCHULTE:

Q. Hello. Good afternoon, sir. I just have a couple of questions. I'll keep it quick for you.

A. Okay, perfect.

Q. When you completed that form, Exhibit 22, did Russell Marino force you to fill that out?

A. Well, it was Agustin.

Q. Okay. So did Russell tell you anything about the form?

A. I don't even remember if Russell Marino was there.

Q. Okay. Thank you. Going back, you said that you had chicken pox and were sick for a week. Do you know if any other workers were also sick?

A. Yes. And they decided to abandon the fields because they were getting no care at all and they said we may die here, so they decided to leave.

Q. When you say leave the field, you mean leave the housing, leave the farm all together?

A. Yes, they left. They left and worked as

were hired on the contract and I would also say there were 35 workers.

INTERPRETER JENKINS: Repeat as an interpreter. There were 35 workers from Durango. Would you like me to spell that?

MR. SCHULTE: Yes, please.

INTERPRETER JENKINS: D -- as in Daniel -- U-R-A-N -- as in nothing -- G-O.

A. Of the undocumented workers, I couldn't give you an exact number because we really did not spend much time with them. But I could say it was approximately 40 workers.

Q. Were there H2As from anywhere else? From Veracruz maybe?

A. Yes, from Veracruz, but I can't give you precisely a number of how many there were. There were a few.

Q. Less than how many there were from Guanajunto?

A. Yes.

Q. More than 10?

A. Probably. I didn't really recognize them.

at maybe the Oxxo. Do you remember how much they cost there?

A. For each one, I think it was $2 a can, a small can, of the small ones.

Q. Were any of the Marinos ever there when Agustin was selling beer?

A. Let me think. No. I think this was something he was doing under the table without them finding out.

Q. Have you ever worked for other H2A employers?

A. No. It was my first year.

Q. Have you worked for any since then?

A. I have not had the opportunity again.

Q. Are you planning to do that this summer?

A. Let's hope so. I'm in need.

Q. Okay. Part of the pay at Sun Valley was what they call a piece rate so the more you harvest the more you're paid; is that right?

A. Yes.

Q. So that the faster you pick, the more you're paid, right?

A. It was a little confusing because the

INTERPRETER GARCIA: Would you remind me what was the million dollars?

MR. SCHULTE: Against the Marino family.

MR. HEYMAN-KANTOR: I'm going to object that again it misstates what the case is about. It mischaracterizes. It's confusing.

A. The answer was no.

Q. No, he did not know that?

A. No, I don't know anything.

Q. Did anyone from the Department of Labor or from CDM talk to him about recovering money, about him being paid?

A. No, never.

Q. Does he think the Marino brothers owe him any money?

INTERPRETER GARCIA: Would you repeat that for me?

MR. SCHULTE: Sure, sorry.

Q. Does he believe the Marino brothers owe him any money?

A. The only thing is when I got ill because I was there on contract and the disease was in their field, so it was not my fault that I couldn't work.

happens, they'll give you a sick leave.

Q. They have paid sick leave, so if you are sick, they'll pay you for days you couldn't work?

MR. HEYMAN-KANTOR: Objection. Relevance.

A. Exactly.

MR. SCHULTE: Okay. No further questions. Thank you.

MR. HEYMAN-KANTOR: One moment. We'd like to take a break for maybe five minutes. Just hang tight. Okay?

(A recess was taken from 4:19 p.m. to 4:27 p.m.)

MR. HEYMAN-KANTOR: We're back on the record. We'll turn the recording back on. Just give one moment until the recording turns on.

BY MR. HEYMAN-KANTOR:

Q. Just a couple more questions. Do you remember on Friday you and I had a telephone -- you had a telephone conversation with the Department of Labor?

A. Yes, I remember that.

Q. And there was also someone on the phone

Exhibit 8

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
JOSE LUIS SILVA LOPEZ
New York, New York
May 4, 2017
10:01 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050417

May 4, 2017

10:01 a.m.

Video teleconference deposition of JOSE LUIS SILVA LOPEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

also use bad words and we didn't like that.

Also, the food that we had to pay. We had to pay 80 U.S. per week. And meals did not include beverages. We had to buy them separate. We thought that that was very unfair, but we couldn't do anything about it because we didn't have a kitchen. So we had no other choice but to do what the foreman said.

The first day that we arrived, bathrooms were very, very dirty. We had to clean them ourselves because we didn't like it. The beds on which we had to sleep were also very dirty. Some of my workmates got very sick with chicken pox because the beds were very dirty. The company did not take them to the hospital or anything and they had to pay for their own medicine. One of the coworkers that got sick with chicken pox, his father went to the United States to get him and brought him back.

Like two days after we arrived where we were already working, two or three people left and went somewhere else to find another job because they didn't like it there. So that was a typical day of work. And we would complain about it with the

Q. And was that from Agustin?

A. Yes, Agustin sold everything.

Q. Did you also see your coworkers purchase beverages from Agustin at meals?

A. Yes, everyone would. Later we started to purchase cases of soda from the store ourselves because it was less expensive.

Q. When you purchased beverages at Sun Valley at night, where did you purchase them?

A. Agustin.

Q. Where at Sun Valley was that?

A. Sometimes we would pay money to get a ride to go to the store. I don't remember the little town that we used to go to buy the cases of soft drinks or soda.

Q. When you purchased beverages from Agustin in the evening, where was that?

A. In the kitchen.

Q. Was the kitchen closed at night?

A. He would close the kitchen at 8:00, more or less.

Q. Would you ever buy beverages from Agustin after he closed the kitchen?

no one could go in.

Q. Did anyone ever open up the kitchen after it was closed for the evening?

A. Sometimes he would leave his brother-in-law in charge of the kitchen.

Q. What did Agustin's brother-in-law do?

A. He would sell them.

Q. Did he open up the kitchen again?

A. Yes. Or he would leave it open and he would close it later.

Q. When Agustin's brother-in-law left the kitchen open, could you use the kitchen?

A. No.

Q. Why not?

A. Because we were not allowed to go into the kitchen to cook or to do anything.

Q. Did you buy beer from Agustin?

INTERPRETER GARCIA: Would you repeat that for me, please?

Q. Did you buy beer from Agustin?

A. Sometimes in the afternoon.

Q. About how often?

A. About three days a week.

A. No, it was the same.

Q. When you bought beer from Agustin, how many beers would you buy in a day?

A. Just one or two.

Q. What kind of beer did you buy from Agustin?

A. Bud Light and Budweiser.

Q. How much did those cost?

A. Canned beer cost 1.50. No, I'm not sure. Maybe it was two, two.

Q. Where at Sun Valley did Agustin store that beer?

A. In that same place, in the kitchen.

Q. Where in the kitchen?

A. He had a separate refrigerator just for beer and the other refrigerators were for the other drinks.

Q. Did you ever see that refrigerator for the beer?

A. Yes.

Q. When did you see it?

A. When we would go to pay for our food or when we would go to buy a drink, they were just

Q. Other than the kinds of beer that you bought from Agustin, did Agustin sell other kinds of beer?

A. He would also sell Mexican brand beer such as Caguana.

Q. How do you know that?

A. Because I saw other coworkers purchasing that beer.

Q. How often did you see other coworkers purchasing that beer?

A. Always in the evening or on Sundays. There were some of them that would get drunk there.

Q. How many days a week did you see coworkers purchasing beer from Agustin?

A. Every day, almost every day.

Q. Did your coworkers on average purchase less beer than you from Agustin or the same or more beer?

MR. SCHULTE: Objection. No foundation.

A. More beers than I did.

Q. How did you know that your coworkers purchased more beer than you from Agustin?

A. Because I saw them doing it and because

Q. What did you see them doing?

A. Outside the kitchen there were these benches where we used to have our lunch, where we used to eat, and that's where they would sit down to drink their beer.

Q. What did you hear them talking about?

A. When they were drinking beer?

Q. I believe you told me that one of the reasons you knew that your coworkers drank -- scratch that.

One of the reasons you knew that your coworkers purchased more beer from Agustin than you is that you heard them talking about it?

A. I saw them and they brought the beer to the bedroom and drank it there.

Q. Where did you see them bringing the beer from?

A. From the kitchen to the dorms.

Q. Did you ever store -- scratch that.

Did you ever buy beer from somewhere other than Agustin?

A. Sometimes when we used to go to the store.

beer, did you ever store that beer at Sun Valley's kitchen?

A. No.

Q. Do you know if your coworkers ever stored beer in Sun Valley's kitchen if they bought that beer somewhere outside of Sun Valley?

A. No. Because if they bought it from the store, they would drink it.

Q. Did Agustin sell anything else to the workers at Sun Valley that you haven't told me about this morning?

A. He would also sell to us the gloves with which we had to work.

Q. Why did you need those gloves?

A. To pick the cucumber, because the cucumber had like prickles or spindles, thorns and they would hurt us without gloves.

Q. How much did Agustin sell those gloves for?

A. Two dollars.

Q. How often did you buy those gloves from Agustin?

A. Once a week.

Q. What time of day did the water tend to -- did the hot water tend to run out?

A. After work in the afternoon we'd go get a shower and the people who were the last to take the shower wouldn't get any hot water.

Q. Did that happen to you that you didn't get hot water to take a shower?

A. Yes.

Q. How often did that happen to you at Sun Valley in 2015?

A. Around five times.

Q. Were there sinks in the bathroom at Sun Valley?

A. Yes.

Q. Was there hot water in those sinks?

A. I think so.

Q. Was there always hot water in the sinks?

A. No.

Q. When wasn't there hot water in the sinks?

A. When everybody would take showers and the hot water would run out.

Q. Did that ever happen to you that there was not hot water in the sink?

A. Not really. I had some coworkers and they gave us a little piece of paper. On this piece of paper, it mentioned what product we would be picking.

Q. Did it say anything about -- no, strike that.

You had come to Mayra looking for work in the United States, correct?

A. Yes.

Q. If you knew that the meals would be prepared for you instead of you cooking your own meals, would that have changed your decision to come to the U.S.?

A. I don't know. Maybe. I had a lot of need to go to the States and work. Maybe I would just go for that season.

Q. Were there any workers in 2015 while you were at Sun Valley who did not buy beer at all?

A. Yes. Some did not drink but I would say that the great majority did drink beer.

Q. Did they get into any trouble with Sun Valley for not buying beer?

A. No, because they were buying soft drinks

Q. Was Russell Marino or any of the other Marino family members present when Agustin sold soda?

A. No, he was not there when he was selling that soda.

Q. How about beer?

A. Not beer either.

Q. Snacks?

A. No.

Q. Cigarettes?

A. Was Russell there when they were selling cigarettes is the question?

Q. Correct.

A. No.

Q. How about any of the other Marinos?

A. No.

Q. Was water available when you were working in the field?

A. Yes, there was water on the tractor.

Q. Was there water in the dining room?

A. Yes.

Q. You mentioned trips to the laundromat. Were you charged to go to the laundromat?

to the laundromat. We just had to pay for the money we had to put into the machine to do the laundry.

Q. Other workers have said that there was a store that was a five-minute walk from the laundromat. Do you know about that store?

A. No, I did not go to these stores that were near the laundromat.

Q. You said that some workers bought drinks from the store at some point in the year; is that right?

A. Yes.

Q. Did you buy some from the store?

A. Sometimes.

Q. Where was that store?

A. It was like 30 minutes away from the fields, the ranch.

Q. Did you get in any trouble for buying drinks at the store?

A. No, but we had to drink them room temperature because we could not cool them. And if we wanted a cold drink, we had to buy it from Agustin.

Q. You mentioned that some workers bought

conclusion.

A. I think so because in the other company that I worked for later, they would pay for all of our rides. They would take us to the store and everything and make the deposits.

Q. Did you ever buy beer when you went to the store in 2015?

A. I think only twice.

Q. Do you remember how much they were?

INTERPRETER GARCIA: For the interpreter, you mean the price?

MR. SCHULTE: Correct.

A. No. To be honest, I don't remember.

Q. Did you ever buy gloves at Walmart?

A. Yes, sometimes I did.

Q. Do you remember how much those were?

A. I bought them in packages so I don't really remember. And it was like very late when I started to buy at Walmart.

Q. Did you get into any trouble for buying the gloves at Walmart?

A. No.

Q. Do you know if anyone from the government

says that?

A. No, I don't think so.

Q. When you signed that form, did you think you were giving up any rights?

A. I'm not sure because first no one wanted to sign that piece of paper. But then we asked Mayra and Mayra said that it was okay for us to sign it.

Q. So that was the Mayra that you spoke with before you took the job? Is that the same woman?

A. Yes.

Q. And you spoke with her on the telephone?

A. Yes, it was on the phone.

Q. Do you know who called her?

A. One of my coworkers, but I don't remember.

Q. What did they say that she told him?

INTERPRETER GARCIA: Would you repeat that for the translator?

MR. SCHULTE: Sure. I'm sorry. That was confusing to me, too.

Q. What did he tell you that Mayra told him?

A. That she had said that it was okay for us

Q. Did Russell Marino ever tell you that you needed to sign the document?

A. No, he didn't. Russell didn't.

Q. Did he threaten -- I'm sorry. I apologize. Go ahead.

A. The one that told us was Agustin.

Q. Did Russell ever threaten you and say you had to sign the document?

A. No.

MR. SCHULTE: No more questions for me. Thank you, sir.

THE WITNESS: You're welcome.

MR. GLICK: Mr. Silva Lopez, I have a couple more questions.

BY MR. GLICK:

Q. Do you remember that on Tuesday afternoon you and I met through this video conference system in this room where you're sitting now?

A. Yes, uh-huh.

Q. Do you remember that the day before that on Monday afternoon I called you on the telephone?

A. Yes.

Q. Do you remember that on the phone there

Exhibit 9

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF
HECTOR MISHEL GARCIA DOMINGUEZ
New York, New York
May 10, 2017
10:07 a.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017A

May 10, 2017

10:07 a.m.

Deposition of HECTOR MISHEL GARCIA DOMINGUEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

Q. Thank you very much.
Mr. Garcia, have you ever worked at a company called Sun Valley?
A. Yes.
Q. When did you work there? 10:14
A. It was April 2015.
Q. How long did you work there?
A. For two weeks. Around two weeks.
Q. Other than those two weeks, did you work at Sun Valley any other time? 10:14
A. No. Never.
Q. Did you work at Sun Valley on a Visa?
A. Yes.
Q. What kind of Visa? 10:15
A. H2A.
Q. How did you find out about the work at Sun Valley?
A. Through a contractor.
Q. What was the work like at Sun Valley? 10:15
A. The work at Sun Valley was a little harsh.
Q. In what way?

Q. Was there water available in the fields at Sun Valley?
A. Yes. They did have water.
Q. Was that available when you were working in the fields? 10:18
A. Yes.
Q. Did the water ever run out when you were working in the fields?
A. No. That didn't happen.
Q. Were there bathrooms available to use in the fields? 10:18
INTERPRETER ERRASTI: Interpreter needs clarification.
A. The first water, we did not have any bathrooms available. 10:19
Q. Could you use the bathrooms at all during that first week working at Sun Valley in the fields?
A. No.
Q. What did you do instead? 10:19
A. Most of the people went to the edge of the hill.
Q. What did you do?
A. They would pee or poop.

A. If Agustin was there, Agustin would sell the beer. If not, a colleague from Agustin that also worked at the fields.

Q. Did you buy beer at Sun Valley?

A. Yes. 10:32

Q. Did you see other workers at Sun Valley buy beer from Agustin?

A. Yes.

Q. How often did workers at Sun Valley buy beer from Agustin or his colleague? 10:32

A. It was on the weekends.

Q. Any other times?

A. At night. At night. One beer per night.

Q. Was that one beer per night on weekdays? 10:33

A. Yes.

Q. How much did the beer cost that was sold at Sun Valley?

A. Canned beer would be $1 and the bottled beer would be $2 and the 40-ounce beer were $5. 10:33

Q. What brands of beer were sold at Sun Valley?

A. Bud Light, Budweiser and Caguama.
Q. Any other brands?
A. No. Those are the only brands that I remember.
Q. How do you know that those brands were sold? 10:34
A. Because they had them in the freezer along with the soft drinks and the juices.
Q. I think you said that was a freezer. What freezer was that? 10:34
A. It was a refrigerator.
Q. Where was that refrigerator?
A. It was in the kitchen.
Q. Did you see that refrigerator?
A. Yes. 10:35
Q. How do you know that those were the prices that you told me for the beers?
A. Because when some of my colleagues bought beer, that's what I heard.
Q. Was there anything else that was sold at Sun Valley? 10:35
A. It was just that.
INTERPRETER ERRASTI: Interpreter needs to change.

(Interpreter Errasti was relieved by Interpreter de la Garma Romo.)

Q. Mr. Garcia, what days of the week did you purchase beer at Sun Valley?

A. I don't drink. I only heard what the other people asked when they bought the beer. 10:36

Q. How many beers did the other people purchase on a typical weekday?

A. They would never buy during their working hours. They would only buy them at night. 10:36

Q. At night during the week, how many beers would the workers typically buy?

A. Well, some of them would buy three or -- maybe three to five beers. 10:37

Q. Would other workers purchase a different number?

A. Yes, during the weekends they would buy two boxes of 24 can beers or sometimes even more. 10:37

Q. The beers that the workers purchased during the week at night, were those cans or $2 bottles or $5 bottles?

A. Some of them would buy the $5 bottles and others would buy the $2 beers.

Q. During the weekend, those cases, what kind of beers were in those cases?

A. They would buy Bud Light, Budweiser or Modelo. 10:38

Q. Were those cans or bottles?

A. Cans.

Q. Did you see the workers buy these cases of cans? 10:39

INTERPRETER DE LA GARMA ROMO: Interpreter needs clarification. Could you repeat the question?

Q. Did you see your coworkers purchase these cases of canned beers? 10:39

A. Yes.

Q. In a typical weekend, how many cases of beer did you see your coworkers buy?

MR. SCHULTE: Objection. Asked and answered on this specifically and I think we pretty well covered this. 10:39

A. It would go from one to two, sometimes three or even four cases.

Q. What did that depend on?

A. Well, maybe if they were tired or there was a lot of sun or if it was very hot.

Q. All of the beers you were telling me about, were those all sold by Agustin or his colleague? 10:40

A. Yes, both of them would sell them, Agustin and his colleague.

Q. Did anyone else sell those beers that you told us about?

A. No. Only they. 10:40

Q. What portion of the workers at Sun Valley did purchase beer versus those that didn't purchase beer?

A. Around maybe 10 or 12 people are the ones that would buy beer. 10:41

Q. How many other workers were at Sun Valley at the time that you worked there?

A. Mm-hmm, around 30, maybe 40 people.

Q. During the time you worked at Sun Valley, did you ever purchase anything from trucks that arrived near the fields? 10:42

A. Almost never did a truck go to the field. Only Agustin sold food, but there was one occasion or two occasions when there was a

for him for the work.

Q. When did Agustin say that you weren't useful for the work?

A. It was during the second week.

Q. What happened during the second week? 10:58

A. Well, because some of us had a backache and we were tired. Some of us told him we could not work the rest of the day because we were not feeling that well. 10:59

Q. What happened after that?

A. Well, I think that maybe Agustin told Russell about it and then Russell came to the field and instead of asking us what is going on or how we felt or to find out about us, he was very upset and he was aggressive and he was shouting and he asked what is it that we wanted. 11:00

MR. SCHULTE: Objection. Nonresponsive and speculative. 11:00

Q. How long after you had the backache and stopped working did Russell come talk to you?

MR. SCHULTE: Objection. He never

testified that he had a backache.
A. The next day.
Q. What time of day did Russell arrive to talk to you?
A. Around 10:00 a.m. 11:01
Q. Did you work that day before Russell arrived to talk to you?
A. No, I didn't work that day.
Q. Did other people work that day?
A. Maybe approximately half of the 11:01
people who were there worked.
Q. Did the other half of the people?
A. Yes, the other half were working. It is the people that had been working with him the longest. 11:02
Q. How many people didn't work that morning that Russell came to talk to you?
A. Around five, six people didn't work.
INTERPRETER DE LA GARMA ROMO:
Interpreters needs to switch. 11:02
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.)
INTERPRETER ERRASTI:
Q. Where were you at 10:00 a.m. that

Q. Did you hear any of your coworkers say anything else to Agustin in response?
A. No. Not really. We just waited for Russell to arrive.
Q. When Russell arrived, that was the next morning at 10:00 a.m.? 11:05
A. Yes.
Q. What happened when Russell arrived?
A. When he arrived, he was clearly upset and he was aggressive and he kept asking us why we didn't work and he also told us that he brought us from Mexico to work so why were we resting. 11:06
Q. Did Russell say anything else?
A. Yes, he asked us, do you want to work or not or what's happening here. 11:06
Q. What happened next?
A. And Russell was still upset. We ask him that we could probably use another type of work like instead of trying to grow other type of vegetables or pick other type of vegetables. 11:07
Q. Who spoke next?
A. But Russell told us that was the only job available for us.

that meeting?

A. Well, at the beginning it was just us and then some people from the field came, where we were all in the meeting. They went to the bathroom and so then they decided to stay in the meeting. 11:15

Q. Before those other people arrived, how many people were present?

A. We were probably six to eight persons at the meeting. 11:16

Q. Did that include you?

A. Yes.

Q. Did that include Russell?

A. No. It was us and Russell and Agustin. 11:16

Q. Who else was part of that six to eight people?

A. Some of the other workers that worked in the same fields.

Q. After more workers joined, about how many people were present at that meeting? 11:16

A. It was probably three or four persons more that arrived afterwards.

Q. Who was the coworker who spoke at

that meeting?

A. It was one of the workers that was in the previous day when we took a rest.

Q. Do you know if that worker was working at Sun Valley on an H2A Visa? 11:17

INTERPRETER ERRASTI: Interpreter needs clarification.

Q. Do you know if that worker was working at Sun Valley on an H2A Visa?

A. Yes. 11:17

Q. Was he working on an H2A Visa?

A. No.

Q. What did that person say at the meeting?

A. He asked us why was it that Russell and Agustin were treating us that way, they should respect us as workers. 11:18

Q. What else did that coworker say?

A. He told us that they should respect us, that they should respect our rights and they couldn't yell it off if we could reach an agreement if we just talked. 11:19

Q. Did that worker say anything else?

INTERPRETER ERRASTI: I'm sorry?

Q. Did that worker say anything else at that meeting?

INTERPRETER ERRASTI: Thank you.

A. He told us why is Agustin forcing you to work all this extra overtime. He told us, what, are you machines? Then the boss said that if others could keep working and doing this job, why couldn't we. He said this pain we felt, it was noting at all. It was just a minor back pain. 11:20

Q. After the boss said that, what happened next?

A. Russell was still very upset and he didn't listen to what we told him. We just -- we're not good for this job. Why can't we get a different job. 11:20

Q. At that meeting did you personally say that you wanted to quit Sun Valley?

A. No.

Q. At that meeting, did you hear any other workers say that they wanted to quit Sun Valley? 11:21

A. No. It was just like Russell decided, making that decision and then we would

to leave.
Q. Did Agustin tell you anything else?
A. No. That was it.
Q. Who else, if anyone, did Agustin tell that to? 11:24
A. He told this to the other persons that were in the meeting as well.
Q. Do you know if any of those other people who were at the meeting that day continued to work at Sun Valley after that 11:24 meeting?
A. The ones that were in the fields, they kept working, but the ones that were present in the meeting, we did not work any more. 11:24
Q. Who was it that gave you document to sign?
A. It was Agustin.
Q. When did he give you that document?
A. It was two or three days after we 11:25 stopped working.
Q. What did you do for those two or three days?
A. We did not work.

few inches?
A. (Witness complies.)
Q. Closer to the camera, please.
A. (Witness complies.)
Q. Please hold it there for a few more moments. 11:31
MR. SCHULTE: If we can have the record reflect, I don't know if it is a camera quality issue, that is completely illegible on this end. 11:31
Q. Thank you, Mr. Garcia. You can hold the document down.
Do you recognize this document, Exhibit 21?
A. Yes. 11:32
Q. How do you recognize Exhibit 21?
A. Yes, because I can read the options that I read on that document and I had to choose one of them.
Q. Are the options on Exhibit 21 the same options that you had when Agustin gave you the document at the dorm? 11:33
MR. SCHULTE: Objection. He never indicated that this is the form that

Agustin gave him at the dorm.
A. Yes.
Q. Thank you. You can close the folder.
MR. GLICK: I have no further questions at this time. I assume Mr. Schulte does. 11:34
MR. SCHULTE: You are correct.
EXAMINATION BY
MR. SCHULTE: 11:34
Q. Good morning. I have a few questions for you and it is possible that Mr. Glick will have some more.
The form that you were just looking at, did you ever get a copy of that form? 11:34
A. Yes.
MR. SCHULTE: I'm sorry. I didn't hear the answer.
INTERPRETER DE LA GARMA ROMO: The answer is yes. 11:35
Q. Who gave you a copy of that form?
A. Agustin.
Q. Did Russell Marino ever talk to you about that form?

A. No.
Q. Did he tell you which box to check on that form?
A. Yes.
Q. Who told you that? 11:35
A. Agustin.
Q. The question was did Russell Marino ever tell you what to do with the form.
A. No. He didn't mention anything.
Q. Do you know what Sun Valley would do with the form after it was completed? 11:36
A. No. I have no idea.
Q. Do you know if it would be sent to the government?
A. No. I have no idea. 11:36
Q. You have worked in the H2A program in years other than 2015, correct?
A. Yes.
Q. Do you know what would happen if an H2A worker reported that he couldn't do the job? 11:37
A. No.
Q. How many years have you worked in the H2A program?

A. Five years.
Q. Which years would those be?
A. 2008, 2009, 2010, 2011, and 2012.
Q. So was 2012 the last year you worked in the program? 11:38
A. Yes.
Q. Have you ever worked in the United States in any years other than those five years?
A. No. 11:38
Q. What types of work did you do in those years that you described, 2008 through 2012?
A. I was collecting tobacco -- picking tobacco. 11:39
Q. Any other crops?
A. Also sweet potato. Only those two crops.
Q. Had you ever worked asparagus before you had worked at Sun Valley? 11:39
A. No. Never.
Q. You mentioned at the meeting that someone had asked Agustin if the workers could work on another vegetable. Do you remember

that?

A. They asked whether it was possible to do that, but Agustin said that that was the only choice that they had. That was the only work they had for them. 11:40

Q. If there was other work, would you have stayed to do that?

A. Yes.

Q. Remind me again, please, how many people were at the meeting by the end of the meeting? How many workers? 11:40

A. It was around eight to ten people.

Q. Do you remember how many people traveled back to Mexico with you on the bus at the end of that week? 11:41

A. The people that were fired from the field, though it was us, ten, well, approximately ten, us included, but in total it was twenty people. So it was probably ten people from the meeting and the other, I don't know the reasons why, but maybe they left the work because they didn't want to work any more, but I do not know the reasons. 11:42

Q. Were all of those workers from

Veracruz?

A. Yes.

Q. Were there workers at Sun Valley while you were there from other parts of Mexico? 11:42

A. Some of them I think were from Caliente maybe, and others I think they were from Michoacan and they were acquaintances of Agustin that maybe the reason why they were there. 11:43

Q. In the job order that you reviewed in Monterrey before you came to New Jersey, did it say you would be working on asparagus?

A. Yes.

Q. Do you remember what day the meeting was? That meeting at 10:00 a.m., do you remember what day that would be? 11:43

A. I do not remember the exact day.

Q. Do you remember the date on which you signed the form that we talked about earlier? 11:44

A. I don't remember the exact day.

MR. SCHULTE: Side bar for a second.

Is there a copy of the exhibit that

date that I arrived to Sun Valley.
Q. Did you start working on the first day you arrived at Sun Valley?
A. No. The next day.
Q. You said that you were one of the workers who did not work the day before the meeting with Russell Marino; is that correct? 11:49
A. Yes.
Q. How many workers did not work that afternoon? 11:49
A. Around six people approximately.
Q. Before the meeting on -- before your meeting with Russell Marino, had you ever spoken with him before that?
A. No. We had never met him before. 11:50
Q. Had you ever met any of the other Marinos before that?
A. No. Nobody at all.
Q. I think you mentioned when you were talking about that meeting that this work is too hard. Why can't we get a different job. Do you remember that? 11:50
MR. GLICK: Objection.
Mischaracterizes his testimony.

A. We didn't say that we couldn't do it. We just asked if we could rest a little so we could carry on with our job.

Q. After that, you have never worked in H2A since then, correct? 11:51

A. Yes, I haven't worked in that program since 2015.

Q. Go back and talk about asparagus. Does asparagus grow very quickly?

A. Yes. 11:52

Q. What happens if it is not harvested on a regular schedule?

A. It goes soft. It rots.

Q. Did Russell Marino or Agustin ever say that they needed workers to be able to work 11:52 on the asparagus?

A. No. I don't remember whether they said that or not.

Q. If they didn't have enough workers to pick the asparagus, what would happen to it? 11:53

MR. GLICK: Objection. Calls for speculation.

A. Then it, all the asparagus would have rotten.

Q. You said that there's only enough hot water for ten showers; is that correct?
A. Yes. The rest of the people would have to shower with cold water.
Q. So 30 people would shower with cold water every day? 11:53
A. You had to either shower with cold water or wait for the water to get warm again.
Q. You mentioned going to the store to buy cell phones. Did you buy anything else when you were at the store? 11:54
A. No.
Q. Did anyone else?
A. No. We just went there to buy cell phones and then we had to go back again. 11:54
Q. Did you ever go to the laundromat?
A. No.
Q. Do you know if anyone else did?
A. I do not know.
Q. Do you know who made the bathrooms dirty? 11:55
A. No. I do not know. It is just that they never cleaned. So if, for instance, you would take a shower and you had some dust on

A. It was approximately after a week that we had been working.
Q. Do you receive paychecks for your work at Sun Valley?
A. After two weeks, they paid us the two weeks that we had worked there. 12:34
Q. Were you paid for all of the hours that you worked?
A. Well, we actually didn't know whether we were being paid by hour or just for all the work that we had done. We were not very sure how they paid us. 12:35
Q. Do you think they owe you any money?
A. Actually I don't know.
Q. Okay. 12:35
Did you ever pay Sun Valley to buy sodas?
A. Yes, I paid Agustin. I paid Agustin.
Q. Did you ever pay the company? 12:36
A. No. Not the company.
Q. Did you ever pay the company for meals?
A. Not to the company.

Q. For transportation?
A. No, not to the company.
Q. Did the company ever tell you to buy those things from Agustin?
MR. GLICK: Objection. Confusing. 12:36
A. No. But it was impossible to buy from anywhere else because there was no means of transportation to get somewhere else to buy things and we couldn't use the kitchen to cook because the kitchen was always being used by 12:37 somebody else.
Q. Did you ever ask to use the kitchen?
A. Well, we asked Agustin whether we could use the kitchen to cook, but he said that there was no other place for us to buy things 12:37 because there was no means of transportation to get somewhere to buy things.
Q. Did Sun Valley deduct any amounts from your paycheck for meals or drinks?
A. No. 12:38
Q. How did you pay for those? In cash or by check?
A. Cash.
Q. If you had the choice between

drinking water or drinking soda, which would you choose?

A. Well, in some cases I would choose to drink water and in other cases I would choose to drink soda. 12:39

Q. If you were at a restaurant, for example, sometimes you would drink water and sometimes you would drink soda?

MR. GLICK: Objection. Mischaracterizes his testimony. 12:39

A. Well, yes. Yes.

Q. Okay. Thank you, sir.

MR. SCHULTE: No more questions from me.

MR. GLICK: We have a few more questions. If you could give me a moment, please. 12:39

INTERPRETER DE LA GARMA ROMO: The witness is asking me who is going to make the questions? 12:40

MR. GLICK: I'm going to take a short break and then I will come back and we will continue.

MR. SCHULTE: I will step out for a

A. Because we were tired from our backs and it was aching.

Q. What would have had to change at Sun Valley for you to continue working there cutting asparagus? 12:45

MR. SCHULTE: Objection.

Speculation.

A. Well, maybe if we had been given another option, such as maybe collecting other vegetables or maybe planting, in the 12:45 plantation, that's what the other workers were doing. Us, the ones that were hired, we were just picking asparagus and maybe there were other jobs that were easier.

Q. Were you willing to stay at Sun 12:46 Valley spending some of your time cutting asparagus and some of your time doing other jobs?

A. Yes.

Q. How many hours a week were you 12:46 willing to work cutting asparagus at Sun Valley?

A. At least 40 hours.

Q. How many hours were you working at

Exhibit 10

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF CARLOS CERVANTES RAMIREZ

New York, New York
May 10, 2017
3:03 p.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017B

May 10, 2017

3:03 p.m.

Deposition of CARLOS CERVANTES RAMIREZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A. All the time.
Q. What was the arrangement for eating meals when you worked at Sun Valley?
A. During the morning we had coffee and maybe a piece of bread and then at noon we had lunch and in the afternoon around 6:00 we had dinner. 03:16
Q. Was there a charge for those meals or was it free?
A. We had to pay $75 a week. 03:17
Q. Whom did you pay?
A. Agustin.
Q. Did you have a choice about whether or not to pay that $75 a week?
A. No. 03:17
Q. When you worked at Sun Valley, did you buy anything else from Agustin or anyone else at Sun Valley?
A. I would only buy from Agustin.
Q. What, if anything, did you buy from Agustin? 03:17
A. I would buy my meals, soda, cigarettes, potato chips.
Q. Did you buy anything else from

Agustin?

A. During the weekends I would buy one or two beers.

Q. Did you purchase anything else from Agustin? 03:18

A. No. Only that.

Q. Were any of the sodas, cigarettes, potato chip or beers included in the $75 a week fee?

A. No. 03:19

Q. When you worked at Sun Valley in a typical day, how many sodas did you buy?

A. Three or maybe four.

Q. What did that depend on?

A. Monster or a soda. 03:19

Q. Were there -- the days where you bought more drinks, was there a reason you bought more on that day?

A. Because water was not enough.

Q. What do you mean by that? 03:20

A. They would only take us a thermos of water, but when we ran out of it, we had to buy a soda or something to drink.

Q. Where were the thermoses?

the interpreter.

INTERPRETER ERRASTI: I didn't hear what you said.

MR. GLICK: Did you translate what the witness said? 03:36

INTERPRETER ERRASTI: I translated what he said because he didn't finish his question.

MR. GLICK: I will ask the next question, please. 03:36

Q. Mr. Cervantes, when you paid about $20 for beer, how many beers did that include?

A. It was 24 beers.

Q. Do you remember what brand of beer?

A. Bud Light, Budweiser and Caguama. 03:37

Q. Were those 24 beers cans or bottles or something else?

A. They were cans.

Q. Did your coworkers also purchase beer from Agustin? 03:37

A. Yes.

Q. How often did they buy beer from Agustin?

A. Just weekly.

something.

Q. Do you know where Agustin kept that notebook?

A. He was the only one that had that notebook. 03:39

MR. GLICK: Objection.

Nonresponsive.

Q. Do you know where Agustin kept the notebook?

A. He had it with him in his van. 03:40

Q. Do you know what percent of your coworkers from Sun Valley purchased beer from Agustin?

A. Most of them, 90 percent.

Q. How do you know that? 03:40

A. Because there were people from other states that would come with us and they were the ones that used to drink more.

Q. Did some of your coworkers purchase more beer from Agustin than you did? 03:40

A. No.

Q. Did any of your coworkers purchase beer from Agustin during the week?

A. No.

A. No. That was it.
Q. Do you know if there were any of your coworkers at Sun Valley who did not purchase beverages from Agustin while working in the fields? 03:43
A. No.
Q. During the time you worked at Sun Valley, did you ever buy anything outside of Sun Valley?
A. Yes, when we went out to cash our checks, they took us to a store, I would buy soap, soap for my clothes and toothpaste. And that was it. 03:43
Q. At that store, did you ever buy anything else? 03:44
A. I bought a 12 pack of Coca-Cola.
Q. Do you remember how much that 12 pack of Coca-Cola cost at that store?
A. It was 3.50, more or less.
Q. Did Agustin know whether you purchased that 12 pack of soda outside of Sun Valley? 03:44
MR. SCHULTE: Objection. How does he know what someone else knows?

A. It was just bunk beds.
Q. Was there any refrigerator in the dorms you could use?
A. No.
Q. What were the bathrooms like? 03:52
A. It was a room. On one side we had the showers and on the other side we had the toilets, but there were no curtains.
Q. Where were there no curtains?
A. None of the bedrooms. None in the 03:53
showers nor in the toilets.
Q. If you were using the toilet, could you see the person next to you?
A. Yes.
Q. Just part of their body or could you 03:53
see their whole body?
A. If someone walked in front of you, they would see that you were sitting there on the toilet.
Q. Would they see your whole body or 03:54
just a part of your body?
A. The whole body. There were no doors.
Q. Was there hot water in the bathroom?

A. Sometimes.
Q. What times was there not hot water?
A. Well, we were a lot in those rooms so water was not enough and we had to wait for someone to take a shower and then it would be us. 03:54
Q. Were there times where there was no hot water for you to use?
A. Yes, I think it was twice.
Q. Were the bathrooms clean? 03:55
A. No. Not very clean, but...
Q. What about in the fields, were there bathrooms for you to use in the fields?
A. No.
Q. Were there Port-a-Potties or some kind of portable toilet for you to use in the fields? 03:55
A. No.
Q. What would you do if you had to use the bathroom while working in the field? 03:56
A. We had to ask for permission and we would have to walk to the dorms. That's where the bathrooms were.
Q. Did Agustin always give you

Junior was yelling and waving his hands, do you know what he was saying?

A. No. I honestly don't know because I don't understand English.

Q. Did you speak to Mr. Marino Junior during that morning? 04:11

A. No. We were not able to talk to him and we didn't settle anything. He just said whatever he said and then he left and then Agustin spoke to us. 04:12

Q. Did any of your coworkers speak to Mr. Marino Junior that morning?

A. No.

Q. Before that morning, did you or any of your coworkers plan to tell Mr. Marino Junior anything if you had the opportunity to do so? 04:12

A. Yes.

Q. Do you know who it was who planned to speak with Mr. Marino Junior if they had the opportunity? 04:13

A. It was a group of 21 people and we told Agustin that we wanted to talk to Mr. Marino in order to know whether we were

being paid by the hour or by the amount of production.

Q. Was there anything else that you told Agustin that you wanted to talk to Mr. Marino Junior about? 04:14

A. No. We only wanted to speak about work related topic.

Q. Any other work related topics that you wanted to speak to Mr. Marino Junior about?

A. We just wanted to know how we were getting paid, if it was by the hour or by how much we produced. 04:14

Q. Anything else you wanted to talk about?

A. Only about that because the paycheck didn't say whether we were being paid by the hour or by how much we produced. We just saw the final amount that we got paid. 04:14

Q. When did you tell Agustin that you wanted to speak to Mr. Marino Junior about that pay issue? 04:15

A. When we got the first paycheck because we would work the same number of hours, but some would get paid more and some would get

Q. Did other workers refuse to work at Sun Valley under any conditions?

A. No. We were all willing to work.

Q. How do you know that?

A. Well, we talked among each one of us and since I had gotten the money in order to pay for my transportation for my Visa for my passport, I had borrowed that money from someone, so I couldn't go back because I had to save enough money in order to pay. 04:23 04:24

Q. Do you know why Russell Marino thought that workers did not want to work under certain conditions at Sun Valley?

MR. SCHULTE: Objection. He has never said anything about Russell. 04:24

A. Because the job was very tough. We had to crouch all day and we had to spend many days -- many hours working.

Q. Did you ever complain about those work conditions? 04:25

A. It's because we worked for many long hours and then at the end of the day, the paychecks would be different. Some would get paid more and some would get paid less and

Agustin would also scold us because we were not producing enough. That's the reason we wanted to talk to Mr. Marino, in order to find out why some people were getting paid more and some people were getting paid less. 04:26

Q. Do you know if that's what Mr. Marino Junior was upset about that day?

MR. SCHULTE: Same objection. He only refer to a Mr. Marino.

A. Yes. 04:26

Q. Why do you think that?

A. Well, Agustin told us that he had said that he paid for us and that we had to follow the rules in his ranch.

Q. You mentioned a paper that Agustin brought to you at some point after that meeting with Mr. Marino Junior. When was it that Agustin brought that paper? 04:27

A. The next day in the morning after we had talked to the boss and he said that we had to sign the paper. 04:27

Q. Where were you when Agustin brought that paper?

A. In the place where we slept.

because you had a sick family member?
A. No.
Q. Did you choose to leave Sun Valley because you had a family member that died?
A. No. 04:30
Q. Did you choose to leave Sun Valley?
A. No.
Q. INTERPRETER DE LA GARMA ROMO: The interpreters will switch.
MR. GLICK: I would like to take a 04:31
short break, please. Just a couple of minutes.
INTERPRETER ERRASTI: Sure.
(A brief recess was taken.)
MR. GLICK: Everyone ready? 04:45
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.)
Q. Mr. Cervantes, other than Agustin, were there any other supervisors or bosses that you interacted with at Sun Valley? 04:46
A. No.
Q. Do you see any other supervisors or bosses at Sun Valley?
A. We didn't see anyone else. We just

saw Agustin and he was the one that told us what to do.

MR. GLICK: I have no further questions at this time, but I believe Mr. Schulte will. 04:46

MR. SCHULTE: Thank you.

EXAMINATION BY

MR. SCHULTE:

Q. I just have a few questions and then we will be done and let everyone go home. 04:47

Was 2015 your first year in the H2A program?

A. Yes.

Q. Have you ever worked in the United States other than that year? 04:47

A. No.

Q. Have you worked in agriculture in Mexico?

A. Yes.

Q. For how long? 04:47

A. Since I was a kid. For around twenty years.

Q. Did you ever work in asparagus there?

A. No.
Q. Do you have any plans to work on an H2A Visa this year?
A. No.
Q. Did you ever tell anyone from the Department of Labor that you might not be available for this deposition because you would be in the United States? 04:48
A. No.
Q. Any idea why they would think that? 04:48
MR. GLICK: Objection. Speculation.
A. I don't understand the question. Can you repeat it?
Q. It's okay. We can move on.
You said you had dinner around 6:00 p.m. most days. Is that correct? 04:48
A. Well, that was the official schedule that we got at the beginning, but it was not the case. Sometimes we left at 7:00 or 8:00 or 9:00. 04:49
Q. Would you work at sunset?
A. Yes.
Q. How would you work in the dark?
A. With the lights of the tractor.

INTERPRETER ERRASTI: Can you repeat your question again?

Q. If other workers had testified that they had received an envelope of cash as payment, would they be telling the truth? 04:55

A. No.

Q. Do you remember when you arrived at Sun Valley, what day?

A. No. To be honest, I do not remember the exact date. 04:56

Q. If someone else said that they had arrived on April 25th, would that sound about right?

MR. GLICK: Objection. Confusing.

A. Yes, more or less. 04:56

Q. Did you arrive as a group or did people arrive on their own?

A. In a group.

Q. Do you know when the last day you worked at Sun Valley was? 04:56

A. I think it was May the 6th.

Q. Do you have the exhibit in front of you still that you had signed that we looked at earlier?

Q. When you saw the job order for the work at Sun Valley, did it say that you would be working on asparagus?

A. There were several other things. It said peaches, asparagus, peppers and other things. 05:13

Q. Had you ever worked with those other types of vegetables other than asparagus?

A. In Mexico, I have.

Q. Do you prefer working on those as opposed to asparagus? 05:13

A. Yes.

Q. If you could have worked on those instead of asparagus, would you have stayed at Sun Valley? 05:14

A. Yes.

Q. Did Agustin ever tell the workers to clean the bathrooms or clean the housing?

A. No.

Q. Other than the man speaking English and moving his hands at the meeting with all the workers, did you ever meet anyone else from the Marino family? 05:14

A. No.

Q. WAS anyone from the Marino family ever there when Agustin was selling beer or soda?
A. No.
Q. How about chips or cigarettes? 05:15
A. No.
Q. How many people, how many workers were at the meeting when he was speaking English?
A. The group that was made up by 21 people. 05:15
Q. Could everyone see everyone else?
A. Yes.
Q. So if the person was shoved, everyone could have seen that? 05:16
A. We were on our way to the meeting.
Q. On your way from where to where?
A. We were going from the place that we slept in towards the truck where Marino was.
Q. Where did the person get shoved? 05:16
A. Next to the truck.
Q. So you said it happened while you were moving between the places, but then you said that it happened at the place where the

meeting was. Which was it?

A. It happens -- the place, there's the dorm where we lived in and then the place where Mr. Marino parked his truck and we were getting outside of the place where we sleep and heading toward where he was standing. I don't know why he shoved him. Maybe he felt he was getting too close to him, but the place, the space where the meeting was, the space between where we sleep and the meeting is not very big. It is only maybe three meters. 05:18

Q. Did anyone speak for the workers?

A. No.

Q. Was there a leader of the group?

A. No. 05:18

Q. Were there any workers who had not worked the afternoon before?

INTERPRETER DE LA GARMA ROMO: The interpreter needs clarification.

Q. Out of the group of workers, did any of them not work the afternoon before the meeting? 05:19

MR. GLICK: Objection. Vague.

INTERPRETER DE LA GARMA ROMO: The

Q. Did anyone want to ask him about anything else?
A. Not that I know of.
Q. No one wanted to ask them about using the kitchen? 05:21
A. No.
Q. About the bathrooms?
A. No. We just wanted to talk about things related to work because regarding to the kitchen, well, they were giving us the food. 05:22
Q. On the form we looked at earlier that you had signed, did anyone threaten you to make you sign that form?
A. No.
Q. Did anyone from the Marino family tell you anything about that form? 05:22
MR. GLICK: Objection. Asked and answered.
A. No. Agustin said everything to us.
Q. Does asparagus grow very quickly compared to other vegetables? 05:22
A. Yes.
Q. What happens if it isn't harvested quickly?

A. It rots. It grows too much and it is not useful any more.

Q. Have you spoken with anyone, either Julia or Jason or José or anyone else, about this current case? 05:23

A. Only with them three.

Q. What did you talk about with them, about this case?

A. Well, only about this appointment and whether I was willing or not to 05:24 participate.

Q. Did they tell you why they chose you to participate?

A. No.

Q. Did they tell you what the case was 05:24 about?

A. Only to clarify the situation, what we had lived -- that we had lived in Sun Valley.

Q. What do you mean by clarify? What 05:24 did they tell you that clarified?

A. I don't remember.

Q. What do you think the case is about?

A. That we were mistreated and we were

Exhibit 11

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
HUGO LEONEL CINTA TEGOMA
New York, New York
May 11, 2017
3:37 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 051117

May 11, 2017

3:37 p.m.

Video teleconference deposition of HUGO LEONEL CINTA TEGOMA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831C, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

Q. Why did you decide to apply?

A. To get a job opportunity. I didn't have a job here in Mexico.

Q. Okay. So, I'd like to talk a little bit about what the work was like at Sun Valley. Maybe you can tell me, overall, what was it like in your experience? 03:55PM

A. Yes.

Q. Please tell us. 03:55PM

A. I arrived in May, in that month, but I don't remember the exact date. We knew that we were going to work on the fields and we were going to be harvesting asparagus, cucumber, eggplants and other type of vegetables that I don't remember that well. 03:56PM

Q. And what were your hours there?

A. We began working at 6:30 a.m. or 7:00 a.m. until 5:00 p.m. or 6:00 p.m.

Q. How many days a week?

A. From Sunday to Sunday. 03:56PM

Q. So you're saying seven days a week?

A. Yes. When the harvest was ready, we were going to work for seven days a week.

Q. Who determined the work schedule?

A. You had to harvest the asparagus so that 03:57PM

A. We told him that it was not logical that he was asking for something to happen that fast because we were human.

Q. Did Agustin ever punish anyone? 04:00PM

A. Yes. He punished me.

Q. How did he do that?

A. He took me out of the field and he told me that I was useless and that I was too slow, even when I was working at the same pace as other 04:00PM workers.

Q. How long did he take you out of the fields for?

A. Around two or three times.

Q. Did he punish any other workers? 04:01PM

A. Yes, he did the same to others.

Q. How many others?

A. I am not very sure, but I think it was from three to five people.

Q. And how did he punish them? 04:01PM

A. The same way, he took them out of the field.

Q. When you were working in the fields, what were you doing?

A. I was harvesting asparagus. 04:01PM

Q. Anything else?
A. No, because it was the season for asparagus.
Q. Did you have -- were there bathrooms in the fields? 04:01PM
A. No.
Q. So how did you relieve yourself?
A. It was a complete odyssey. We had to either hold it or run towards the trees. 04:02PM
Q. Was there water in the fields?
A. No, there wasn't any water.
Q. All right. Let me change the subject a little bit and talk about food. How did you eat at Sun Valley? 04:02PM
A. Mr. Agustin would sell us food.
Q. Did he sell you a weekly meal plan or food by the item or how was that arrangement?
A. It was a weekly arrangement. We had to pay for our meals weekly. 04:03PM
Q. Did Agustin sell anything else to the workers?
A. Yes. He would sell soda, Red Bull, Monster, beer, bread, milk, water and coffee.
Q. Can you repeat that list? I didn't quite 04:04PM

A. 7:00, 7:30, sometimes 6:00. It would change.

Q. What would you buy then?

A. Another beverage. 04:09PM

Q. What kind of beverage?

A. Coke or another flavored drink.

Q. Would you buy any other drinks from Agustin during this typical day?

A. No. No, not any other type of drinks. I saw that other people would buy beer from him, but I didn't buy any. 04:09PM

Q. Did your coworkers typically purchase the same number of drinks from Agustin or fewer than you or more than you? 04:10PM

A. I think that maybe a little bit more.

Q. Did any of your colleagues not purchase any drinks from Agustin?

A. No. Everyone bought from him. We all did. 04:10PM

Q. When you had your first drink -- when you purchased your first Monster at 8:00 or 8:30, what was going on at that time? What were you doing at that time?

A. We were harvesting asparagus. During the 04:11PM

why you wouldn't drink -- I'm sorry.

Is that why you wouldn't purchase a drink from Agustin in the afternoon?

A. Sometimes I did because after drinking so much water, your stomach would hurt, so you would have to buy a Gatorade. 04:13PM

Q. Was the water good to drink or was there a problem with the water?

A. I don't think there was any problem with the water. It's just because we were working and sometimes if you have too much liquid, you feel like vomiting, but it's because you are putting a lot of effort in your work. But I don't think there was a problem with the water. 04:13PM 04:14PM

Q. Why did you drink Monster?

A. I thought that it's supposed to be an energetic drink, so it could help us work as much as Agustin was asking from us.

Q. These drinks that we've been talking about, were they included in the weekly meal plan? 04:14PM

A. Yes, because if you didn't have money to pay for them, he would give us credit.

Q. How much was the weekly meal plan?

A. It was $450, more or less. I am not that 04:15PM

sure.

Q. Are you speaking in pesos?

A. Dollars.

Q. How often did you have to pay that? 04:15PM

A. I was there for a little while, so it was two or three weeks that I was there.

Q. Does that include the drinks or is that just the meals, that amount that you told us?

A. It includes everything, drinks and meals. 04:16PM

Q. Was there a specific price for the drinks?

A. Yes. There was, but I do not remember right now. I think it was $2 or $2.50 per Monster or maybe three. I cannot recall. 04:16PM

Q. What about the sodas?

A. $1.

Q. What about the water?

A. A dollar as well.

Q. What about the Red Bull? 04:16PM

A. I think that one was a little more expensive. I think it was 3.50, but I am not completely sure.

Q. When would you pay Agustin?

INTERPRETER ERRASTI: The interpreter 04:17PM

needs clarification from the witness.

A. Every week when he gave us our paycheck, he would deduct the money that we owed him. So, for example, if I had made 900 pesos -- sorry, $900, and I owed him $500, I would at the end get $400. 04:18PM

Q. You were earlier saying that Agustin sold beer. How much was the beer?

A. I cannot tell you because, to be honest, I never bought any. 04:18PM

Q. How many of your coworkers purchased beer?

A. Most of them did.

Q. How many beers a week would your coworkers drink per person, if you can remember? 04:19PM

A. I think that weekly from Mondays through Fridays they would drink around five to six cases of 24 bottle beers, more or less.

Q. What kinds of beer were sold?

A. Corona and I think they also sold Modelo, Modelo Especial. 04:20PM

Q. Were they cans or bottles or how were they sold?

A. It was bottles and cans, both.

Q. How big were they? 04:20PM

farm?

A. It was a decision taken by Mr. Russell.

Q. How did that come about?

A. Because we had a meeting, all the workers that were unsatisfied with the conditions and this meeting was with Agustin. 04:33PM

Q. Who else was there besides Agustin?

A. Mr. Russell was there and we were like 15 or 17 more persons in that meeting. 04:33PM

Q. How did that meeting come about?

A. So, we asked Agustin -- well, Agustin was being very harsh with us, so we asked him to set up a meeting with Mr. Russell. But he told us that Mr. Russell was really very violent and he was a nervous kind of person. So one day we just didn't show up to work, and I think that was the reason why Mr. Russell showed up. 04:34PM

Q. Why did you want to meet with Russell?

A. Well, because we didn't like the conditions that they were -- that we had to follow. They were too demanding with us. 04:35PM

Q. What did you plan to tell him?

A. Well, first of all, I was thankful with Mr. Russell because of the opportunity of giving me 04:35PM

a job. And I was also somehow embarrassed because I couldn't give him what he wanted. But I wanted to continue if I had an opportunity to do so.

Q. What else did you want to tell him? 04:35PM

A. Well, that I was really very grateful and I wanted to keep working so I could feed my family because I couldn't get a job here in Mexico. But I wanted the conditions to be changed so they wouldn't be so demanding with us. Because I gave what I 04:36PM could, but my body could not help it any more, so --

Q. What was wrong with the conditions?

A. Well, they were really very demanding with us and I just think that we're not machines or animals. We're just people. People get tired. You 04:37PM cannot keep running all day long and that's what they wanted us to do, but I don't think that's possible.

Q. What did Agustin tell you when you said you wanted to speak to Russell? 04:37PM

A. What did I tell him?

Q. Who asked Agustin to meet with Russell?

A. All of us.

Q. How did Agustin respond?

A. He just -- he responded in a very bad 04:38PM

Cinta Tegoma

Russell called you all lazy and then what happened, just step by step? What happened next in the meeting?

A. Well, that was it. He called us lazy. He told us that we didn't want to work and, again, I want to repeat this. He told us that he paid for us and that we didn't want to work. 04:44PM

Q. Did you have any choice about staying or leaving? 04:45PM

A. No. He just said, the ones that are staying will give me more or the same as what I'm offering.

Q. Would you have been willing to stay and keep cutting asparagus? 04:45PM

A. Well, if he had accepted the conditions for us to work, I would have gladly stayed there to work.

Q. How many hours a week were you willing to cut the asparagus? 04:46PM

A. Eleven, 12, 13 hours.

Q. Is that per day or per week or how long?

A. Per day. Per day.

Q. What was it that you needed to change or wanted to change? 04:47PM

the time and they were on top of us all the time and they were just really very demanding with us. That was the thing.

Q. But you were okay working long days? If they were more respectful, you would have been okay? 05:02PM

A. Yes, that is correct. And I worked at a farm in South Carolina and they didn't treat me the way they treated me in Sun Valley.

Q. Did you work long days at the farm in South Carolina? 05:02PM

A. Yeah, from 6:00 in the morning until 8:00 at night.

Q. Okay. What kind of crops did you work on on that farm? 05:03PM

A. It was strawberries, peaches, cucumber and squash.

Q. Is picking strawberries hard work?

A. Yes, it is a heavy work.

Q. Which is harder, strawberries or asparagus? 05:03PM

A. Asparagus is a bit harder, a little bit.

INTERPRETER ERRASTI: Interpreters need to switch.

MR. SCHULTE: Okay. Thank you. 05:04PM

Cinta Tegoma

(Interpreter de la Garma Romo replaced Interpreter Errasti.)

Q. Did any of the workers ever bring complaints to the Marino family about housing? 05:04PM

A. No.

Q. About the kitchen?

A. No.

Q. About the buses?

A. We told Mr. Agustin. 05:04PM

Q. Okay. Did you ever complain about buying drinks or buying meals from Agustin?

A. Yes.

Q. When was that?

A. I think so. I'm not quite sure but I told him that I wanted to wash my clothes and also to be able to buy water or sodas to drink. Because I had bought some water from elsewhere, but since there was too many of us at that place, it ran out really fast. So, I had to buy from Agustin. 05:05PM 05:06PM

Q. Who was it that you complained to?

A. I think I told Mr. Agustin. I think so. I cannot recall.

Q. Before the meeting with Mr. Russell had you ever spoken with him before? 05:06PM

A. No, because Agustin used to say that he was always very busy, very nervous and very worried.

Q. Did you ever speak with anyone else in the Marino family? 05:07PM

A. No. We always addressed Mr. Agustin.

Q. How long does it take to go from Monterrey to New Jersey?

A. It took us, I think, three nights and four days. I think so. I think so. I'm not that sure. 05:07PM

Q. Do you remember when you left Monterrey, what day?

A. I am not sure, but it was in May.

Q. You had your passport earlier. Is there a stamp in there or some notation of when you would have crossed into America in 2015? 05:08PM

A. Yes.

Q. Can you check that, please, and let me know when that was? 05:08PM

A. It was on April 22nd, 2015.

INTERPRETER DE LA GARMA ROMO: The interpreter wants to make a clarification. He's looking at the issue date of his visa.

MR. SCHULTE: I'm sorry. I missed that 05:08PM

last part. What was that, your note you mentioned?

INTERPRETER DE LA GARMA ROMO: He is looking at the issue date of the visa. 05:09PM

Q. Is there a note in there that shows when you crossed the border?

INTERPRETER DE LA GARMA ROMO: He is pointing at the interpreter. Should I read you the date? 05:09PM

MR. SCHULTE: Please.

INTERPRETER DE LA GARMA ROMO: April 23rd, 2015.

Q. You said that you had gone to the store two times while you were in New Jersey. Would you always go on the same day of the week or was it different days? 05:09PM

A. It was different days.

Q. Do you remember what days?

A. No. To be honest, I have no idea. 05:10PM

Q. Was it after work?

A. No, it was before.

Q. What time of day would you go?

A. I think it was after 1:00 p.m.

Q. So, you'd work in the morning, have 05:10PM

the meal plan?

A. It was apart. Milk and bread, maybe coffee. But we had -- but I'm sure that they charged us for it. 05:29PM

Q. I'm sorry. When you say apart, you mean as one word, apart as in separate or a part as included with?

A. When I say apart, I mean that, for example, bread would have a price and also breakfast would have one set price as well as lunch and dinner. 05:30PM

Q. What was the part for breakfast?

A. No. Breakfast was that. Breakfast was bread. 05:30PM

Q. How much was the lunch?

A. I think that per week we might have paid 70 to $80. I cannot recall.

Q. Earlier you testified that the meals were $450. Was that -- was the $70 just for lunch or $70 for all of the meals? 05:31PM

A. That was an example that I gave when I said 450. And he would, for example, write down what we had, the beverages that we had had during the morning and at lunch and at night. And since 05:32PM

you were tired, you would lose count whether you had asked or what he had noted down or not. We were tired because of work and because there was so much pressure on us. 05:32PM

INTERPRETER DE LA GARMA ROMO: The interpreters will switch now.

(Interpreter Errasti replaced Interpreter de la Garma Romo.)

Q. You said that $450 was an example. Did you ever pay that much? 05:32PM

A. Yes, I think I paid like 430 or 450.

Q. How many times did you pay him?

A. Just once.

Q. How much was the meal portion of that? 05:33PM

A. It was just a normal dish. And tortillas, we had like seven or eight tortillas but because of the chemicals they add to the asparagus, maybe that's why we were not that hungry.

Q. The question was how much of the 430 or $450 was for the meal and how much was for other items? 05:34PM

A. Well, again, Agustin just told me once, this is how much you owe and that was it.

Q. He never -- did he ever tell anyone else 05:34PM

visa since 2015?

A. No.

Q. Are you planning on getting one this year? 05:36PM

A. No. Not H2A.

Q. H2B?

A. Yes.

Q. What kind of work will you be doing?

A. Landscaping. 05:37PM

Q. Do you know where?

A. That was in Memphis, Tennessee.

Q. When was that?

A. In 2016.

Q. Are you planning to get an H2A or an H2B visa for 2017? 05:37PM

A. Yes, H2B.

Q. Where will that be?

A. You mean the state?

Q. Yes. 05:37PM

A. I don't have an opportunity yet. I'm looking for an opportunity to get a job.

Q. Okay. Did Mr. Russell tell you anything about the form that we looked at earlier that you signed? 05:38PM

A. No.

Q. You mentioned much earlier when we were talking about you would drink Monster to get more energy; is that right? How does Monster make you feel? 05:38PM

A. Well, as I mentioned earlier, Monster is an energy drink. When you're tired, you drink it and, I don't know, you think that it boosts you up.

Q. What time would you drink one in the morning? 05:39PM

MR. HEYMAN-KANTOR: Objection. Asked and answered.

A. 8:00, 8:30 in the morning. It depends.

Q. Were you tired when you drank one? 05:39PM

A. Very, very tired because there was no water.

Q. Which gives you more energy, water or Monster?

A. Well, I drank a bottle of water and I think the one that gave me more energy was Monster. 05:39PM

Q. You said that the workers paid for their return travel. How much did you pay?

MR. HEYMAN-KANTOR: Objection. Mischaracterizes testimony. 05:40PM

A. No, I don't know. I know that we all left but we all took different ways.

Q. What do you mean we all left?

A. Yes, because all the people that signed the document had to leave the farm. 05:42PM

Q. How many people signed?

A. Again, I don't know. It was 15 to 17 people. I do not have the exact number.

Q. And how many people were there -- how many workers were there at Sun Valley at that time total? 05:42PM

A. Maybe 80 or 100 people. I don't know, more or less. I don't know.

Q. Out of that 15 or 17 people, were they all working on asparagus all the time? 05:43PM

A. Yes. We were all working in the same area. Well, I said 70 or 80 people. I'm not sure. I don't have an idea about that. It's just a number. Because you just go there to work. You don't go to count people and see what's going on. 05:43PM

Q. Sure. The people who signed the form, though, they all were working together in asparagus all the time?

A. That is correct. 05:44PM

Q. Did any of them ever work on other vegetables?

A. I have no idea.

Q. You mentioned that you felt embarrassed that you couldn't do the job. Did anyone else tell you they felt the same way? 05:44PM

MR. HEYMAN-KANTOR: Objection. Mischaracterizes testimony.

A. Well, I mentioned that because that's my personal feeling, that's how I felt. I was grateful for the job opportunity that he was giving me so that I could give something better to my family. So, I felt committed to work, but the mindset that -- he working did not make the work easier for me to do. The mindset that he had for working did not make me feel comfortable doing my job. 05:44PM 05:45PM

Q. They didn't show you enough respect for how hard you were working?

A. I didn't show respect for that? 05:46PM

Q. No. No. They didn't show the workers enough respect.

A. Yeah. That's what I think because they did not value the effort and the sacrifice of going to the United States and having us there working. 05:46PM

that's the option that Russell or Agustin would have checked because that's what it says. It says work slowed.

Q. Who put the check on the form? 06:13PM

A. I did.

Q. What do you mean Russell would have put a check on the form?

A. Yes. Later on I might have said that but I'm getting confused. It's because I understood 06:14PM that the options that I was slow, but instead now that I'm reading it, I can see that it says work slowed.

Q. What would have happened if a worker checked the box that said they were slow? 06:14PM

MR. HEYMAN-KANTOR: Objection.

Mischaracterizes this form.

A. This option says that work is slow. That means that they're almost isn't a lot of job or a lot of work to do. 06:14PM

Q. Were any of the workers concerned that if they reported on the form that they couldn't do the job that they would have trouble getting jobs in the future in the United States?

MR. HEYMAN-KANTOR: Objection. 06:15PM

Mischaracterizes facts in evidence.

A. Yes. To be honest, I did. I thought that if I chose that option, then I wouldn't be able to go back to the United States. My ignorance made me think that. 06:15PM

Q. Before you came to the United States, did you know that there would be a charge for meals or transportation?

A. No. I know based on my own experience that you buy your own food and that they usually have a van that takes you to Walmart. Usually to Walmart so that you could buy food. 06:16PM

Q. If you had known that, would you have come to the United States to work anyways? 06:16PM

A. Sometimes out of need we have to take that kind of mistreatments and humiliation.

Q. What mistreatment and humiliation?

A. Sometimes -- well, when you have to work -- when you're working as hard as you can and they are demanding more from you and also that you don't have a place to wash your clothes or a place to cook or that you have to eat things that you don't like to eat and you have to eat them, maybe I didn't use the right word when I said humiliation or 06:17PM 06:18PM

Exhibit 12

United States Department of Labor
Wage and Hour Division
3131 Princeton Pike
Building 5 Room 216
Lawrenceville, New Jersey 08648
Tel (609) 538-8310
Fax (609) 538-8314

Date: June 22, 2016

CERTIFIED MAIL RETURN RECEIPT REQUESTED: 7013 1710 0001 5882 0876

To: Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
Salem, New Jersey 08085

Subject: Notice of Determination of Wages Owed and Assessing Civil Money Penalties

Case Reference Number: 1765359

Dear Sir(s),

An investigation conducted by this office of Sun Valley Orchards, LLC d/b/a Sun Valley Orchards, relating to the requirements applicable to the employment of H-2A and other workers under the Immigration and Nationality Act (INA) as amended by the Immigration Reform and Control Act (IRCA) (8 U.S.C. 1101(a)(15)(H)(ii)(a) 1184(c) and 1186) in Flemington, New Jersey, covering the period from April 13, 2015 through October 10, 2015, disclosed that Sun Valley Orchards, LLC failed to comply with Section 218 of the INA and applicable regulations at 20 C.F.R. Part 655 and 29 C.F.R. Part 501.

As a consequence of these H-2A violations, $369,703.22 in unpaid wages are owed to one hundred and forty seven workers. The specific violations and the wages owed associated with them are set forth in the attached matrix entitled *Summary of Violations*.

In addition, pursuant to Section 218(g)(2) of the INA and its implementing regulations at 29 C.F.R. Part 501, civil money penalties are hereby assessed in the amount of $212,250.00. The specific violations and the civil money penalties associated with them are set forth in the attached matrix entitled *Summary of Violations*.

The full amount(s) reflected above $581,953.22 is due and payable within 30 days to "Wage and Hour Division, U.S. Department of Labor." Payments by certified check or money order could be delivered or mailed to:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

The fact that the above sanctions/remedies are being imposed for the H-2A violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor, or the additional assessments of back wages or civil money penalties for violations of the H-2A provisions found at some future time. Such other enforcement action may include the pursuit of unpaid wages, injunctive action, specific performance of the work contract, and denial or revocation of temporary alien agricultural labor certification.

The dollar amount(s) reflected above constitute a debt owed to the Federal government. This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Act of 1982, and departmental policies. Interest will be assessed at the Treasury Tax and Loan Account Rate on any balance outstanding from the date of this notice accruing from the notice date. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, forward payments to the office listed above by the indicated due date.

You have the right to request a hearing on the determination that any or all of the violations occurred. Such request must be dated and in writing; must contain specific reasons why you believe that the violations for which you have been charged did not occur; and must be received within 30 days from the date of this letter by the Administrator, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3502, Washington, D.C. 20210 with a copy to this office. The procedure for requesting a hearing is provided in Section 501.33 of Regulations, 29 CFR 501. If a request for a hearing is not received within the time specified, the determination of the Administrator shall become the final and unappealable Order of the Secretary.

We would like to call to your attention that when a request for a hearing is filed with the Wage and Hour Administrator, the matter is referred to the Chief Administrative Law Judge. A formal hearing is then scheduled for a final determination with respect to the alleged violations. At such hearing you may, by yourself or through an attorney retained by you, present such witnesses, introduce such evidence and establish such facts as you believe will support your position.

Copies of Section 218 of INA and Regulations, 20 CFR Part 655 and 29 CFR Part 501 can be viewed at www.dol.gov.

Finally, we wish to point out that there may be a question as to the deductibility of civil money penalties paid as a business expense under the Internal Revenue Code. In this regard, you may wish to contact the Internal Revenue Service.

Sincerely,

Charlene Rachor
District Director

cc: Regional Administrator, Mark Watson, Jr.

Enclosures: Summary of Violations

U.S. Department of Labor
Wage and Hour Division

Case ID: 1765359

Act: H-2A
EIN: PII [redacted]
Name: Sun Valley Orchards, LLC

EIN Address: 29 Vestry Road
Salem, NJ 08085

Unpaid Wages
Amount Due: $369,703.22

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

AMOUNT PAID: $ _____

- - Regional Office Copy - -

U.S. Department of Labor
Wage and Hour Division

Case ID: 1765359

AG: H-2A
EIN: PII [redacted]
Name: Sun Valley Orchards, LLC

Est Address: 29 Vestry Road
Salem, NJ 08085

Amount Due
In Civil Money
Penalty: $212,250.00

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

AMOUNT PAID $_____

DATE OF PMT: ____ ____ ____ ____

CHECK NO: _____

SIGNATURE: _____

- - District Office Copy - -

Summary of Violations

Regulatory Requirement Violated	Summary Description	Unpaid Wages Owed	Civil Money Penalty
20 C.F.R. §655.122(d)(1)	**Employer failed to provide for or secure housing for those workers who are not reasonably able to return to their permanent residence at the end of the work day, without charge to the worker, that complies with the applicable housing safety and health standards.** Specifically, the investigation disclosed that the housing facility provided for workers was missing window screens and had screen doors not in good repair contributing to the insect infestation throughout the camp. Several bathroom sinks did not have hot water, refuse containers throughout facility were missing fly tight lids and multiple mattresses used by occupants for sleeping purposes were directly on the floor without a bed frame.	$0.00	$3,600.00
20 C.F.R. §655.122(g)	**Failure to comply with "meals" requirement(s).** Specifically, the investigation disclosed that the employer failed to provide free and convenient cooking and kitchen facilities to the workers that would enable them to prepare their own meals. The job offers for these contracts specifically stated that these facilities would be provided to workers. When the employer provides a meal plan, the job offer for the contract must state the charge for such meals, including drinks. The job offer for these contracts does not contain disclosure of meal charges and as such all meal and drink charges must be returned to the workers resulting in back wages being due to 147 affected workers.	$234,079.28	$198,450.00
20 C.F.R. §655.122(h)(4)	**Failure to provide transportation in compliance with all applicable Federal, State, or local laws and regulations between the worker's living quarters and the employer's worksite without cost to the worker.** Specifically, the investigation disclosed that three of the five vehicles used to	$0.00	$7,500.00

	transport workers had insufficient tread on the tires for safe operation and one had a non-functioning rear directional. Additionally, the five vehicles used to transport H-2A and corresponding workers were operated by drivers who failed to possess valid, unexpired driver's licenses recognized by the State of New Jersey for operation of same.		
20 C.F.R. §655.122(i)	**Failure to comply with the three-fourths guarantee.** Specifically, the investigation disclosed that 19 of the H-2A workers on the first contract of 2015 did not meet the ¾ guarantee since they were constructively forced to return home prior to the end of the contract period due to the myriad of misrepresentations on the contract, poor housing conditions, lack of transportation and general mistreatment by the employer and or his farm labor contractor. Additionally, 6 other workers employed in 2015 did not meet the ¾ guarantee based on a review of payroll records.	$135,623.94	$1,350.00
20 C.F.R. §655.122(q)	**Failure to comply with requirement to disclose the work contract.** Specifically, the investigation disclosed that the employer provided a copy of the worker contract that did not contain the actual conditions of employment. The contracts do not address the "meal plan" charges and misrepresent that free cooking facilities will be provided to the workers along with free transportation to purchase food. The kitchen facilities were locked, workers had no access to the kitchen for preparation of meals and transportation to purchase food was not provided.	$0.00	$0.00
20 C.F.R. §655.122(p)	**Failure to comply with "deductions" requirement(s).** Specifically, the investigation disclosed that the job offer did not specify "all" the deductions not required by law which the employer will make from workers' pay checks. The "meal plan" was not disclosed in the job offer or the contract. The back wages associated with this violation and penalty for same are addressed above in 20 CFR 655.122(g).	$0.00	$0.00

29 C.F.R. §501.5	The investigation disclosed that Russell J. Marino sought to have covered workers waive rights conferred under sec. 218 of the INA, regulations at 20 C.F.R. § 655, or regulations at 29 C.F.R. § 501. Specifically, the investigation disclosed that the employer and or his farm labor contractor coerced workers leaving the contracts prior to the ending date to sign a form created by Sun Valley Orchards, LLC stating that they were leaving early for "personal reasons" in an attempt to have them waive their ¾ guarantee rights as party to the contracts. Workers left the job early due to the conditions stated above in 20 CFR 655.122(i) and/or because of misrepresentations by the employer and/or his farm labor contractor.	$0.00	$1,350.00
Total		$369,703.22	$212,250.00

WHISARD Compliance Action Report

U.S. Department of Labor
Wage and Hour Division

Case ID:	1765359	Originating District:	Southern NJ District Office
Legal Filing Number:	2015-332-07084	Investigating District:	Southern NJ District Office
WHMIS Case Number:		Lead Investigator:	Perez, Jose
Registration Date:	07/08/2015		
Assignment Date:	07/08/2015		

Employer Information

Trade Name:	Sun Valley Orchards	Legal Name:	Sun Valley Orchards LLC
Address:	29 Vestry Road	FIN:	PII
		County:	Gloucester
		NAICS Code:	111998
	Swedesboro, NJ08085	No. Of Employees:	125

Investigation Information

Period Investigated From:	10/11/2013	BNPI:	
To:	10/10/2015	Reinvestigation:	☐
DP		Recurring Violation:	☐
Investigation Type:	Full Investigation	Future Compliance Agreed:	☐
Compliance Status:	Refuse to Comply	Involved in AG:	☑

Recommended Action:

IF

CL

Violation / Compliance Status	Violations		CMPs*
No Violation found for this act / Compliance (no violations found)		$0.00	$0.00

WHISARD Compliance Action Report

FLSA

Violation / Compliance Status	Violations	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
No Violation found for this act / Compliance (no violations found)					*$0.00*	*$0.00*	
FLSA Totals:	*0*	*0*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	

H2A

Violation / Compliance Status	Viols / Instances	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
26 Failed to provide copy of work contract / Refuse to Comply	*0* *1*	*0*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	
14 Failed to provide meals or kitchen facilities / Refuse to Comply	*0* *1*	*0*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	
14 Failed to provide meals or kitchen facilities / Refuse to Comply	*147* *0*	*147*	*$234,079.28*	*$0.00*	*$0.00*	*$0.00*	*$198,450.00*
19 FTC - 3/4 guarantee / Refuse to Comply	*0* *1*	*0*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$1,350.00*

WHISARD Compliance Action Report

H2A

Violation / Compliance Status	Viols / Instances	EEs ATP	BWs Computed	BWs Agreed	LDs Computed	LDs Agreed	CMPs*
19 FTC - 3/4 guarantee / Refuse to Comply	25 0	25	$135,623.94	$0.00	$0.00	$0.00	
28 Unlawful deductions / Refuse to Comply	0 1	0	$0.00	$0.00	$0.00	$0.00	
05 Housing failed to meet safety and health requirements / Agree to Comply	1 0	0	$0.00	$0.00	$0.00	$0.00	$3,600.00
17 Transportation failed to meet safety requirements / Agree to Comply	1 0	0	$0.00	$0.00	$0.00	$0.00	$7,500.00
32 Sought waiver of rights from workers / Refuse to Comply	0 1	0	$0.00	$0.00	$0.00	$0.00	$1,350.00
H2A Totals:	147	147	$369,703.22	$0.00	$0.00	$0.00	
Total Violations Under H2A:		179					$212,250.00

OSHA

Violation / Compliance Status	Violations	CMPs*

No Violation found for this act / Compliance (no violations found)					$0.00	$0.00	
OSHA Totals:	0	0	$0.00	$0.00	$0.00	$0.00	

** CMPs computed do not necessarily indicate CMPs assessed*

Unduplicated Employees Found:	147	Unduplicated Employees Agreed	0
Total Amount BWs Computed:	$369,703.22	Total Amount BWs Agreed:	$0.00
Total Amount LDs Computed:	$0.00	Total Amount LDs Agreed:	$0.00

Conclusions & Recommendations:

IF *full investigation of peach grower located in Swedesboro NJ. 2 job orders for ER to employ 100 H2A workers (NJ0982022 and NJ0994838). ER required EEs to purchase weekly meal plan of $75 to $80 from FLC even though work orders stated workers would have access to kitchen facilities. 3/4 guarantee wage violation when ER terminated EEs. Housing and vehicle safety and health violations - 5 EEs did not have driver licenses. BWs total $369,703.22 and H2A CMPs $212,250.00.*

WHI Signature: Jose L Perez Date: 05/17/2016

Reviewed By: [signature] Date: 6/2/16

Status of Compliance

On the days of inspection, it was verified that migrant agricultural and H-2A workers had cool clean water and single use cups readily made available to workers to use in order to hydrate themselves (see Exhibit B-1 to IP Portable toilets with hand-washing facilities were made available to the workers in proper ratio in the fields (see Exhibit D-105 to D-116).

Disposition of Findings

Final conference was held at the employer's place of business located at 29 Vestry Road in Swedesboro NJ on 02/16/2016 – present were Russell J Marino Jr, Joe Marino (joined 20 minutes into meeting), WHI Jose L Perez, WHI John Crudup and ADD Steven Risko. WHI Perez discussed FLSA, OSHA FS, and MSPA regulations enforced by the Division. Joe Marino and Russell J Marino Jr were informed that no violations were deemed to have occurred during OSHA FS portion of the investigation. Russell J Marino Jr assured continued future compliance with the Act.

Recommendation

No violation was identified: DP

Jose L Perez, WHI
05/24/2016

WHISARD Case Summary Report

Case Info

Case ID:	1694162	Registration Act:	MSPA
ER Legal Name:	Sun Valley Orchards L	Local File Number:	2013-332-06409
ER Trade Name:	Sun Valley Orchards		
ER Address:	32 Vestry Rd		
ER City:	Swedesboro	ER State: NJ	ER ZIP: 08085
Originating District:	Southern NJ District Office		
Investigating District:	Southern NJ District Office		
MODO Office:			
Lead Investigator:	Perez, Jose		
DP		Investigation Period:	04/01/2013 to 05/21/2013
Investigation Tool:	Full Investigation		

Case Status Dates

Registered:	05/09/2013	Mgr. Review	07/24/2013	Concluded:	09/24/2014
Assigned:	05/09/2013	Active Followup:	07/24/2013	Removed:	
Under Investigation:	05/07/2013	Inactive Followup:	09/18/2013		

Findings

Number of Acts:	4
Number of Violations:	83
EEs Employed:	100
Unduplicated EEs Due:	81
Unduplicated EEs ATP:	81
Minors Involved:	0

Total BWs

Total BWs Computed:	$6,237.70
Total BWs ATP:	$6,237.70
Total BWs Paid to Date:	$6,237.70
% Paid to Date:	100.0%
BNPI:	0

Total CMPs

Total CMPs Computed:	$1,000.00
Total CMPs Assessed:	$1,000.00
Total CMPs Paid to Date:	$1,000.00
% Paid to Date:	100.0%

Total LDs

Total LDs Computed:	$0.00
Total LDs ATP:	$0.00
Total LDs Paid to Date:	$0.00
% Paid to Date:	N/A

Case Summary Notes

DP investigation - AGER grows ground crops (asparaus, peppers, and squash). AGER formerly Marino Brothers Farm. Housing vios: no toilet paper for EEs, bathroom facilities not clean, gasoline tank adjacent ot dormitory, screen doors need fixing, gaps in screen doors. FLC (Agustin Hernandez) found selling meal plan and beverages to workers at inflated prices. BWs computed for 81 MSPA workers due $6237. AGER ATC. DP

Case Conclusion Notes

A-2

Drink	Price
Soda	$1.00
Gatorade	$1.00
Monster	$2.00
Juices	$2.50
Jarritos	$1.00
Average	$1.25

Worker Interviewed				# of drinks purchased per day according to EE statement
IP				4.5
				5
				5
				4
				5
				9
				3
				2.5
				4
				3
				5.5
				3.5
				2.5
				57.5
			Average # of Drinks	4.423076923

average drink price	average # of drinks per day	# of days per week	Weekly Charge
$1.25	4.42	7	$38.68

Drink	Sales Price
Beer	$2.00

Coors Light		Qty	Purchase	Cost	Profit	X 2 drinks	7 Days
		30	$20.99	$0.70	$1.30	$2.60	$18.20

W/E	EE #	First	Last	H2A/Dom.	Hrs	Meal	Drinks	Beer	Total BWs
04/17/2015	2024	Carlos	Cruz Reyes	H2A	4	$75.00	$38.68	$18.20	
04/24/2015	2024	Carlos	Cruz Reyes	H2A	27	$75.00	$38.68	$18.20	
05/01/2015	2024	Carlos	Cruz Reyes	H2A	84	$75.00	$38.68	$18.20	
05/08/2015	2024	Carlos	Cruz Reyes	H2A	74	$75.00	$38.68	$18.20	
05/14/2015	2024	Carlos	Cruz Reyes	H2A	71.75	$75.00	$38.68	$18.20	
05/15/2015	2024	Carlos	Cruz Reyes	H2A	69	$75.00	$38.68	$18.20	
05/22/2015	2024	Carlos	Cruz Reyes	H2A	66	$75.00	$38.68	$18.20	
05/29/2015	2024	Carlos	Cruz Reyes	H2A	76.25	$75.00	$38.68	$18.20	
06/15/2015	2024	Carlos	Cruz Reyes	H2A	63.74	$75.00	$38.68	$18.20	
06/13/2015	2024	Carlos	Cruz Reyes	H2A	52.25	$80.00	$38.68	$18.20	
06/30/2015	2024	Carlos	Cruz Reyes	H2A	71.76	$80.00	$38.68	$18.20	
07/07/2015	2024	Carlos	Cruz Reyes	H2A	71.23	$80.00	$38.68	$18.20	
07/14/2015	2024	Carlos	Cruz Reyes	H2A	59.75	$75.00	$38.68	$18.20	
07/21/2015	2024	Carlos	Cruz Reyes	H2A	51.5	$75.00	$38.68	$18.20	
07/28/2015	2024	Carlos	Cruz Reyes	H2A	49.5	$75.00	$38.68	$18.20	
08/04/2015	2024	Carlos	Cruz Reyes	H2A	57.75	$75.00	$38.68	$18.20	
						$1,215.00	$618.88	$291.20	$2,125.08
04/21/2015	2025	Yreneo C	Lopez Carrera	H2A	32.5	$75.00	$38.68	$18.20	
04/28/2015	2025	Yreneo C	Lopez Carrera	H2A	36.75	$75.00	$38.68	$18.20	
05/05/2015	2025	Yreneo C	Lopez Carrera	H2A	82.75	$75.00	$38.68	$18.20	
05/12/2015	2025	Yreneo C	Lopez Carrera	H2A	78	$75.00	$38.68	$18.20	
05/13/2015	2025	Yreneo C	Lopez Carrera	H2A	74.25	$75.00	$38.68	$18.20	
05/25/2015	2025	Yreneo C	Lopez Carrera	H2A	73	$75.00	$38.68	$18.20	
06/02/2015	2025	Yreneo C	Lopez Carrera	H2A	69	$75.00	$38.68	$18.20	
06/09/2015	2025	Yreneo C	Lopez Carrera	H2A	76.25	$75.00	$38.68	$18.20	
06/16/2015	2025	Yreneo C	Lopez Carrera	H2A	74.25	$75.00	$38.68	$18.20	
06/23/2015	2025	Yreneo C	Lopez Carrera	H2A	72.74	$80.00	$38.68	$18.20	
06/30/2015	2025	Yreneo C	Lopez Carrera	H2A	72	$80.00	$38.68	$18.20	
07/07/2015	2025	Yreneo C	Lopez Carrera	H2A	75.73	$80.00	$38.68	$18.20	
07/15/2015	2025	Yreneo C	Lopez Carrera	H2A	70.24	$75.00	$38.68	$18.20	
07/21/2015	2025	Yreneo C	Lopez Carrera	H2A	57.5	$75.00	$38.68	$18.20	
07/28/2015	2025	Yreneo C	Lopez Carrera	H2A	63	$75.00	$38.68	$18.20	
08/04/2015	2025	Yreneo C	Lopez Carrera	H2A	57.75	$75.00	$38.68	$18.20	
08/11/2015	2025	Yreneo C	Lopez Carrera	H2A	64.51	$75.00	$38.68	$18.20	
08/18/2015	2025	Yreneo C	Lopez Carrera	H2A	64.26	$75.00	$38.68	$18.20	
08/25/2015	2025	Yreneo C	Lopez Carrera	H2A	67.99	$75.00	$38.68	$18.20	
09/01/2015	2025	Yreneo C	Lopez Carrera	H2A	74.5	$75.00	$38.68	$18.20	
09/08/2015	2025	Yreneo C	Lopez Carrera	H2A	66.25	$75.00	$38.68	$18.20	
09/15/2015	2025	Yreneo C	Lopez Carrera	H2A	63.75	$75.00	$38.68	$18.20	
09/22/2015	2025	Yreneo C	Lopez Carrera	H2A	62	$75.00	$38.68	$18.20	
09/29/2015	2025	Yreneo C	Lopez Carrera	H2A	46.51	$75.00	$38.68	$18.20	
						$1,815.00	$928.32	$436.80	$3,180.12
04/21/2015	2026	Saul	Sanchez Villasenor	H2A	4	$75.00	$38.68	$18.20	
04/28/2015	2026	Saul	Sanchez Villasenor	H2A	28.75	$75.00	$38.68	$18.20	
05/05/2015	2026	Saul	Sanchez Villasenor	H2A	68.5	$75.00	$38.68	$18.20	
05/12/2015	2026	Saul	Sanchez Villasenor	H2A	75.75	$75.00	$38.68	$18.20	
05/19/2015	2026	Saul	Sanchez Villasenor	H2A	94	$75.00	$38.68	$18.20	
05/26/2015	2026	Saul	Sanchez Villasenor	H2A	71.75	$75.00	$38.68	$18.20	
06/02/2015	2026	Saul	Sanchez Villasenor	H2A	70.75	$75.00	$38.68	$18.20	
06/09/2015	2026	Saul	Sanchez Villasenor	H2A	76.5	$75.00	$38.68	$18.20	
06/16/2015	2026	Saul	Sanchez Villasenor	H2A	76.5	$75.00	$38.68	$18.20	
06/23/2015	2026	Saul	Sanchez Villasenor	H2A	74	$80.00	$38.68	$18.20	
06/30/2015	2026	Saul	Sanchez Villasenor	H2A	72	$80.00	$38.68	$18.20	
07/07/2015	2026	Saul	Sanchez Villasenor	H2A	77.74	$80.00	$38.68	$18.20	
07/14/2015	2026	Saul	Sanchez Villasenor	H2A	72.25	$75.00	$38.68	$18.20	
07/21/2015	2026	Saul	Sanchez Villasenor	H2A	53.25	$75.00	$38.68	$18.20	
07/28/2015	2026	Saul	Sanchez Villasenor	H2A	65.75	$75.00	$38.68	$18.20	
08/04/2015	2026	Saul	Sanchez Villasenor	H2A	59.5	$75.00	$38.68	$18.20	
08/11/2015	2026	Saul	Sanchez Villasenor	H2A	66.99	$75.00	$38.68	$18.20	
08/18/2015	2026	Saul	Sanchez Villasenor	H2A	65.26	$75.00	$38.68	$18.20	
08/25/2015	2026	Saul	Sanchez Villasenor	H2A	69	$75.00	$38.68	$18.20	
09/01/2015	2026	Saul	Sanchez Villasenor	H2A	72.51	$75.00	$38.68	$18.20	
09/08/2015	2026	Saul	Sanchez Villasenor	H2A	74.25	$75.00	$38.68	$18.20	
09/15/2015	2026	Saul	Sanchez Villasenor	H2A	62.99	$75.00	$38.68	$18.20	
09/22/2015	2026	Saul	Sanchez Villasenor	H2A	57.51	$75.00	$38.68	$18.20	
09/29/2015	2026	Saul	Sanchez Villasenor	H2A	46.74	$75.00	$38.68	$18.20	
						$1,815.00	$928.32	$436.80	$3,180.12
04/21/2015	2027	Ruben	Leon Hernandez	H2A	3	$75.00	$38.68	$18.20	

[illegible]	2027	Ruben	Leon Hernandez	H2A	28.25	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	86.25	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	75.75	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	84	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	71.75	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	70	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	78	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	75.23	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	73.49	$80.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	70.75	$80.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	76.51	$80.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	72.5	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	58.25	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	66.25	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	58.78	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	64.25	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	64.25	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	67.99	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	71.5	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	74.01	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	61	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	58.01	$75.00	$38.68	$18.20	
[illegible]	2027	Ruben	Leon Hernandez	H2A	46.49	$75.00	$38.68	$18.20	
						$1,815.00	$928.32	$436.80	$3,180.12
04/11/2015	2028	Modesto E	Lopez Carrera	H2A	32.5	$75.00	$38.68	$18.20	
04/18/2015	2028	Modesto E	Lopez Carrera	H2A	36.75	$75.00	$38.68	$18.20	
05/05/2015	2028	Modesto E	Lopez Carrera	H2A	79	$75.00	$38.68	$18.20	
05/12/2015	2028	Modesto E	Lopez Carrera	H2A	77.75	$75.00	$38.68	$18.20	
05/19/2015	2028	Modesto E	Lopez Carrera	H2A	71.75	$75.00	$38.68	$18.20	
05/26/2015	2028	Modesto E	Lopez Carrera	H2A	70.5	$75.00	$38.68	$18.20	
06/02/2015	2028	Modesto E	Lopez Carrera	H2A	65.75	$75.00	$38.68	$18.20	
06/09/2015	2028	Modesto E	Lopez Carrera	H2A	76.5	$75.00	$38.68	$18.20	
06/16/2015	2028	Modesto E	Lopez Carrera	H2A	74.25	$75.00	$38.68	$18.20	
06/23/2015	2028	Modesto E	Lopez Carrera	H2A	74.49	$80.00	$38.68	$18.20	
06/30/2015	2028	Modesto E	Lopez Carrera	H2A	73.51	$80.00	$38.68	$18.20	
07/07/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$80.00	$38.68	$18.20	
07/14/2015	2028	Modesto E	Lopez Carrera	H2A	72	$75.00	$38.68	$18.20	
07/21/2015	2028	Modesto E	Lopez Carrera	H2A	58.75	$75.00	$38.68	$18.20	
07/28/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$75.00	$38.68	$18.20	
08/04/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$75.00	$38.68	$18.20	
08/11/2015	2028	Modesto E	Lopez Carrera	H2A	70.25	$75.00	$38.68	$18.20	
08/18/2015	2028	Modesto E	Lopez Carrera	H2A	67	$75.00	$38.68	$18.20	
08/25/2015	2028	Modesto E	Lopez Carrera	H2A	65.75	$75.00	$38.68	$18.20	
09/01/2015	2028	Modesto E	Lopez Carrera	H2A	70	$75.00	$38.68	$18.20	
09/08/2015	2028	Modesto E	Lopez Carrera	H2A	72.76	$75.00	$38.68	$18.20	
09/15/2015	2028	Modesto E	Lopez Carrera	H2A	61	$75.00	$38.68	$18.20	
09/22/2015	2028	Modesto E	Lopez Carrera	H2A	58	$75.00	$38.68	$18.20	
09/29/2015	2028	Modesto E	Lopez Carrera	H2A	46.5	$75.00	$38.68	$18.20	
						$1,815.00	$928.32	$436.80	$3,180.12
04/11/2015	2029	Amadeo	Gonzalez Jaimes	H2A	4	$75.00	$38.68	$18.20	
04/18/2015	2029	Amadeo	Gonzalez Jaimes	H2A	27	$75.00	$38.68	$18.20	
05/05/2015	2029	Amadeo	Gonzalez Jaimes	H2A	88.75	$75.00	$38.68	$18.20	
05/12/2015	2029	Amadeo	Gonzalez Jaimes	H2A	86	$75.00	$38.68	$18.20	
05/19/2015	2029	Amadeo	Gonzalez Jaimes	H2A	80.25	$75.00	$38.68	$18.20	
05/26/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.75	$75.00	$38.68	$18.20	
06/02/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.5	$75.00	$38.68	$18.20	
06/09/2015	2029	Amadeo	Gonzalez Jaimes	H2A	76.75	$75.00	$38.68	$18.20	
06/16/2015	2029	Amadeo	Gonzalez Jaimes	H2A	74.52	$75.00	$38.68	$18.20	
06/23/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.73	$80.00	$38.68	$18.20	
06/30/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.01	$80.00	$38.68	$18.20	
07/07/2015	2029	Amadeo	Gonzalez Jaimes	H2A	72.01	$80.00	$38.68	$18.20	
07/14/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.5	$75.00	$38.68	$18.20	
07/21/2015	2029	Amadeo	Gonzalez Jaimes	H2A	57	$75.00	$38.68	$18.20	
07/28/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.5	$75.00	$38.68	$18.20	
08/04/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.5	$75.00	$38.68	$18.20	
08/11/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.75	$75.00	$38.68	$18.20	
08/18/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.49	$75.00	$38.68	$18.20	
08/25/2015	2029	Amadeo	Gonzalez Jaimes	H2A	65.5	$75.00	$38.68	$18.20	
09/01/2015	2029	Amadeo	Gonzalez Jaimes	H2A	70.25	$75.00	$38.68	$18.20	
09/08/2015	2029	Amadeo	Gonzalez Jaimes	H2A	72.75	$75.00	$38.68	$18.20	

			Gonzalez	Gonzalez James	H2A	61	$75.00	$38.68	$18.20	
			Gonzalez	Gonzalez James	H2A	58	$75.00	$38.68	$18.20	
			Gonzalez	Gonzalez James	H2A	46.5	$75.00	$38.68	$18.20	
							$1,815.00	$928.32	$436.80	$3,180.12
		2030	Mateo	Rios Bautista	H2A	4	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	25.75	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	88.5	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	77.75	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	74	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	69.75	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	69.5	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	75.5	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	74.02	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	61.76	$80.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	71.75	$80.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	75.74	$80.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	59.75	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	57	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	63.25	$75.00	$38.68	$18.20	
		2030	Mateo	Rios Bautista	H2A	57.75	$75.00	$38.68	$18.20	
							$1,215.00	$618.88	$291.20	$2,125.08
	2031	German		Arias Maya	H2A	4	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	28.25	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	84.5	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	75.5	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	84	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	71.75	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	71.75	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	75.5	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	74	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	71.49	$80.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	71.75	$80.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	75.49	$80.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	70.51	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	57.75	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	63	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	59.5	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	66	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	64.27	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	68.01	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	71.74	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	74	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	61	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	58.01	$75.00	$38.68	$18.20	
	2031	German		Arias Maya	H2A	46.49	$75.00	$38.68	$18.20	
							$1,815.00	$928.32	$436.80	$3,180.12
	2032	Geovani de Jesus		Del Angel Salas	H2A	4	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	27.25	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	88.75	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	78	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	73.5	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	69.5	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	65.5	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	75.5	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	63.52	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	71.49	$80.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	60.74	$80.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	74.74	$80.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	60	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	57.5	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	63	$75.00	$38.68	$18.20	
	2032	Geovani de Jesus		Del Angel Salas	H2A	51	$75.00	$38.68	$18.20	
							$1,215.00	$618.88	$291.20	$2,125.08
	2033	Francisco J		Pinon Rangel	H2A	4	$75.00	$38.68	$18.20	
	2033	Francisco J		Pinon Rangel	H2A	31.75	$75.00	$38.68	$18.20	
	2033	Francisco J		Pinon Rangel	H2A	88.5	$75.00	$38.68	$18.20	
	2033	Francisco J		Pinon Rangel	H2A	72.75	$75.00	$38.68	$18.20	
	2033	Francisco J		Pinon Rangel	H2A	73.5	$75.00	$38.68	$18.20	

	2033	Francisco J	Pinon Rangel	H2A	66.75	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	69.5	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	75.5	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	74	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	71.49	$80.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	71.75	$80.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	75.49	$80.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	70.5	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	57.5	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	63.25	$75.00	$38.68	$18.20	
	2033	Francisco J	Pinon Rangel	H2A	59.5	$75.00	$38.68	$18.20	
						$1,215.00	$618.88	$291.20	$2,125.08
	2034	Cesar	Martinez Arellano	H2A	4	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	28.5	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	90.25	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	84.25	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	71.75	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	69.25	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	70.5	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	74.25	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	73.01	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	72	$80.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	73.01	$80.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	76.24	$80.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	70.51	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	57	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	67	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	67.5	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	70	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	67	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	65.5	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	70	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	72.5	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	60.75	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	58	$75.00	$38.68	$18.20	
	2034	Cesar	Martinez Arellano	H2A	46.5	$75.00	$38.68	$18.20	
						$1,815.00	$928.32	$436.80	$3,180.12
	2035	Celso	Grijalva Ramos	H2A	4	$75.00	$38.68	$18.20	
	2035	Celso	Grijalva Ramos	H2A	28.5	$75.00	$38.68	$18.20	
	2035	Celso	Grijalva Ramos	H2A	74.5	$75.00	$38.68	$18.20	
						$225.00	$116.04	$54.60	$395.64
	2036	Alejandro	Sanchez Villasenor	H2A	4	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	28.75	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	95.25	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	77.5	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	77.5	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	69.75	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	69.5	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	51.08	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	75.49	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	73.52	$80.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	71.75	$80.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	76.5	$80.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	73.25	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	58.25	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	63.99	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	59.25	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	64.25	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	64.23	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	67.99	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	71.5	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	74	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	60.76	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	58.01	$75.00	$38.68	$18.20	
	2036	Alejandro	Sanchez Villasenor	H2A	46.51	$75.00	$38.68	$18.20	
						$1,815.00	$928.32	$436.80	$3,180.12
	2037	Eduardo	De La Cruz Martinez	H2A	4	$75.00	$38.68	$18.20	
	2037	Eduardo	De La Cruz Martinez	H2A	27	$75.00	$38.68	$18.20	

			Eduardo	De La Cruz Martinez	H2A	85.75	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	77.75	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	73.5	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	69.5	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	65.75	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	75.25	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	74	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	71.48	$80.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	61.75	$80.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	74.26	$80.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	70	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	57.5	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	63	$75.00	$38.68	$18.20
			Eduardo	De La Cruz Martinez	H2A	53.24	$75.00	$38.68	$18.20
							$1,215.00	$618.88	$291.20
			Armando	Rodriguez Jaimes	H2A	41.75	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	83.75	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	81.25	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	84.75	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	74	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	70.25	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	76	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	81.27	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	73.51	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	76.01	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	77.24	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	75.5	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	48.75	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	84.5	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	68.5	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	66.25	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	65.28	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	68.98	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	73	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	74.25	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	62.99	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	58.49	$0.00	$38.68	$18.20
			Armando	Rodriguez Jaimes	H2A	47.74	$0.00	$38.68	$18.20
							$0.00	$889.64	$418.60
			Efrain	Martinez Arellano	H2A	27	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	85	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	74	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	80	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	69.25	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	70.5	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	74.25	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	73	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	68.76	$80.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	73.26	$80.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	76.26	$80.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	70.76	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	57	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	67	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	67.25	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	70	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	67	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	65.51	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	70	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	72.5	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	61	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	58	$75.00	$38.68	$18.20
			Efrain	Martinez Arellano	H2A	46.5	$75.00	$38.68	$18.20
							$1,740.00	$889.64	$418.60
			Humberto	Zavala Jaimes	H2A	28.25	$75.00	$38.68	$18.20
			Humberto	Zavala Jaimes	H2A	84.5	$75.00	$38.68	$18.20
			Humberto	Zavala Jaimes	H2A	76	$75.00	$38.68	$18.20
			Humberto	Zavala Jaimes	H2A	80.5	$75.00	$38.68	$18.20
			Humberto	Zavala Jaimes	H2A	70.75	$75.00	$38.68	$18.20
			Humberto	Zavala Jaimes	H2A	73.75	$75.00	$38.68	$18.20

				Zavala Jaimes	H2A	75.5	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	73.99	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	71.48	$80.00	$38.68	$18.20	
				Zavala Jaimes	H2A	72.75	$80.00	$38.68	$18.20	
				Zavala Jaimes	H2A	76.5	$80.00	$38.68	$18.20	
				Zavala Jaimes	H2A	70.5	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	57.25	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	63	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	59.24	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	67.99	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	74.75	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	74	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	50.75	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	58	$75.00	$38.68	$18.20	
				Zavala Jaimes	H2A	46.51	$75.00	$38.68	$18.20	
							$1,590.00	$812.28	$382.20	
				Sanchez Dolores	H2A	62.25	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Soriano Guerrero	H2A	76	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Zeseta Hernandez	H2A	82.25	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Maldonado Maldonado	H2A	69.5	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Ortega Vargas	H2A	54.75	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Balzaza	H2A	81	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Islas Larraga	H2A	94.25	$75.00	$38.68	$18.20	
				Islas Larraga	H2A	79.5	$75.00	$38.68	$18.20	
				Islas Larraga	H2A	84	$75.00	$38.68	$18.20	
				Islas Larraga	H2A	71.75	$75.00	$38.68	$18.20	
				Islas Larraga	H2A	65.75	$75.00	$38.68	$18.20	
				Islas Larraga	H2A	75.5	$75.00	$38.68	$18.20	
							$450.00	$232.08	$109.20	
				Rosales Lopez	H2A	58.25	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	87.25	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	78	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	73.5	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	66.5	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	66	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	75.5	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	73.75	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	61.77	$80.00	$38.68	$18.20	
				Martinez Paulino	H2A	61.75	$80.00	$38.68	$18.20	
				Martinez Paulino	H2A	53.98	$80.00	$38.68	$18.20	
				Martinez Paulino	H2A	64.51	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	57.5	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	63.25	$75.00	$38.68	$18.20	
				Martinez Paulino	H2A	599.5	$75.00	$38.68	$18.20	
							$1,065.00	$541.52	$254.80	
				Juarez Hernandez	H2A	60.75	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Santiago Mendoza	H2A	74.75	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Hernandez Sanchez	H2A	60.75	$75.00	$38.68	$18.20	
							$75.00	$38.68	$18.20	
				Quiringuez Cruz	H2A	54.75	$75.00	$38.68	$18.20	

								$75.00	$38.68	$18.20	$131.88
			nta Tegoma			H2A	44	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
			Hector M	Garcia Dominguez		H2A	53	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
			Enrique	Marquez Perez		H2A	55.75	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
			Demetrio	Garcia Olarte		H2A	85	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	69.75	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	73.75	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	69.25	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	66	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	76.5	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	63.74	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	69.74	$80.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	62	$80.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	71.49	$80.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	84.51	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	57.25	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	63	$75.00	$38.68	$18.20	
			Demetrio	Garcia Olarte		H2A	57.75	$75.00	$38.68	$18.20	
								$1,065.00	$541.52	$254.80	$1,861.32
			Delfino Antonio	Reyes		H2A	55	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
				Mendez Hernandez		H2A	74.75	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
			Carlos	Cervantes Ramirez		H2A	57	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
			Adrian	Vazquez Dessin		H2A	72.5	$75.00	$38.68	$18.20	
								$75.00	$38.68	$18.20	$131.88
			Alfredo	Galindo Reyes		H2A	27	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	69.75	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	76.25	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	71.25	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	72.99	$80.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	71	$80.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	76.5	$80.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	71.49	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	57.49	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	62.99	$75.00	$38.68	$18.20	
			Alfredo	Galindo Reyes		H2A	58.78	$75.00	$38.68	$18.20	
								$840.00	$425.48	$200.20	$1,465.68
			Carlos	Magallanes Hernandez		H2A	27	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	63	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	77	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	66.25	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	73.24	$80.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	72.25	$80.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	69.76	$80.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	55.24	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	52.5	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	63.24	$75.00	$38.68	$18.20	
			Carlos	Magallanes Hernandez		H2A	37.77	$75.00	$38.68	$18.20	
								$840.00	$425.48	$200.20	$1,465.68
			David	Flores Flores		H2A	27	$75.00	$38.68	$18.20	
			David	Flores Flores		H2A	69.75	$75.00	$38.68	$18.20	
			David	Flores Flores		H2A	77	$75.00	$38.68	$18.20	
			David	Flores Flores		H2A	73.99	$75.00	$38.68	$18.20	
			David	Flores Flores		H2A	77.01	$80.00	$38.68	$18.20	
			David	Flores Flores		H2A	71.75	$80.00	$38.68	$18.20	
			David	Flores Flores		H2A	75.75	$80.00	$38.68	$18.20	

			Flores Flores	H2A	70.49	$75.00	$38.68	$18.20	
			Flores Flores	H2A	57.25	$75.00	$38.68	$18.20	
			Flores Flores	H2A	63.25	$75.00	$38.68	$18.20	
			Flores Flores	H2A	57.75	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,463.68
			Aguilar Caldera	H2A	27	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	69.5	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	76.25	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	72.99	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	69.74	$80.00	$38.68	$18.20	
			Aguilar Caldera	H2A	70.76	$80.00	$38.68	$18.20	
			Aguilar Caldera	H2A	70.26	$80.00	$38.68	$18.20	
			Aguilar Caldera	H2A	71.51	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	57.5	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	62.99	$75.00	$38.68	$18.20	
			Aguilar Caldera	H2A	58.75	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,463.68
			Mendoza Soto	H2A	27	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	69.5	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	76	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	72.5	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	62.27	$80.00	$38.68	$18.20	
			Mendoza Soto	H2A	72.01	$80.00	$38.68	$18.20	
			Mendoza Soto	H2A	43.25	$80.00	$38.68	$18.20	
			Mendoza Soto	H2A	70.51	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	57.25	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	63.25	$75.00	$38.68	$18.20	
			Mendoza Soto	H2A	57.75	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,463.68
			Lugo Morales	H2A	27	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	69.75	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	76.25	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	69.75	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	62.25	$80.00	$38.68	$18.20	
			Lugo Morales	H2A	71.02	$80.00	$38.68	$18.20	
			Lugo Morales	H2A	77.26	$80.00	$38.68	$18.20	
			Lugo Morales	H2A	71.49	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	57.5	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	63	$75.00	$38.68	$18.20	
			Lugo Morales	H2A	58.77	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,463.68
			Cervantes Aguilar	H2A	27	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	69.5	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	76	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	74	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	72.01	$80.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	71.99	$80.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	75.75	$80.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	70.75	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	57.5	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	63.25	$75.00	$38.68	$18.20	
			Cervantes Aguilar	H2A	57.75	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,463.68
			Galindo Cervantes	H2A	27	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	69	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	73.75	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	74	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	72.26	$80.00	$38.68	$18.20	
			Galindo Cervantes	H2A	70.75	$80.00	$38.68	$18.20	
			Galindo Cervantes	H2A	76.5	$80.00	$38.68	$18.20	
			Galindo Cervantes	H2A	72.48	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	57.49	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	62.99	$75.00	$38.68	$18.20	
			Galindo Cervantes	H2A	58.78	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,463.68
			Aguilar Marques	H2A	27	$75.00	$38.68	$18.20	

			Aguilar Marques	H2A	69.75	$75.00	$38.68	$18.20		
			Aguilar Marques	H2A	76	$75.00	$38.68	$18.20		
			Aguilar Marques	H2A	74.01	$75.00	$38.68	$18.20		
			Aguilar Marques	H2A	72.01	$80.00	$38.68	$18.20		
			Aguilar Marques	H2A	71.75	$80.00	$38.68	$18.20		
			Aguilar Marques	H2A	75.75	$80.00	$38.68	$18.20		
			Aguilar Marques	H2A	70.5	$75.00	$38.68	$18.20		
			Aguilar Marques	H2A	57.25	$75.00	$38.68	$18.20		
			Aguilar Marques	H2A	63.25	$75.00	$38.68	$18.20		
			Aguilar Marques	H2A	57.75	$75.00	$38.68	$18.20		
						$840.00	$425.48	$200.20	$1,465.68	
			Soto Gurrola	H2A	27	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	63.75	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	41.97	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	73.75	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	69.01	$80.00	$38.68	$18.20		
			Soto Gurrola	H2A	71	$80.00	$38.68	$18.20		
			Soto Gurrola	H2A	68.5	$80.00	$38.68	$18.20		
			Soto Gurrola	H2A	71.49	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	57.5	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	62.76	$75.00	$38.68	$18.20		
			Soto Gurrola	H2A	58.78	$75.00	$38.68	$18.20		
						$840.00	$425.48	$200.20	$1,465.68	
			Galindo Cervantes	H2A	27	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	69.75	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	76	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	63.25	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	62.25	$80.00	$38.68	$18.20		
			Galindo Cervantes	H2A	64.75	$80.00	$38.68	$18.20		
			Galindo Cervantes	H2A	68.98	$80.00	$38.68	$18.20		
			Galindo Cervantes	H2A	59.76	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	24.75	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	63.25	$75.00	$38.68	$18.20		
			Galindo Cervantes	H2A	54.25	$75.00	$38.68	$18.20		
						$840.00	$425.48	$200.20	$1,465.68	
			Cumplido Aguilar	H2A	27	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	69.5	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	76	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	65.75	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	67.25	$80.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	63.77	$80.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	54.5	$80.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	65.51	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	57.49	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	63.24	$75.00	$38.68	$18.20		
			Cumplido Aguilar	H2A	58.77	$75.00	$38.68	$18.20		
						$840.00	$425.48	$200.20	$1,465.68	
			Martinez Cervantes	H2A	27	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	69.75	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	76.5	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	73.74	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	62.27	$80.00	$38.68	$18.20		
			Martinez Cervantes	H2A	71.99	$80.00	$38.68	$18.20		
			Martinez Cervantes	H2A	73.5	$80.00	$38.68	$18.20		
			Martinez Cervantes	H2A	70.5	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	57.25	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	63.25	$75.00	$38.68	$18.20		
			Martinez Cervantes	H2A	57.75	$75.00	$38.68	$18.20		
						$840.00	$425.48	$200.20	$1,465.68	
			Garcia Cervantes	H2A	27	$75.00	$38.68	$18.20		
			Garcia Cervantes	H2A	61.25	$75.00	$38.68	$18.20		
			Garcia Cervantes	H2A	70.5	$75.00	$38.68	$18.20		
			Garcia Cervantes	H2A	74	$75.00	$38.68	$18.20		
			Garcia Cervantes	H2A	69.74	$80.00	$38.68	$18.20		
			Garcia Cervantes	H2A	70.99	$80.00	$38.68	$18.20		
			Garcia Cervantes	H2A	72.26	$80.00	$38.68	$18.20		
			Garcia Cervantes	H2A	66.99	$75.00	$38.68	$18.20		

			Garcia Cervantes	H2A	57.48	$75.00	$38.68	$18.20	
			Garcia Cervantes	H2A	66.02	$75.00	$38.68	$18.20	
			Garcia Cervantes	H2A	58.78	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,465.68
			Blanco Aguilar	H2A	27	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	69.75	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	76.5	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	70.75	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	72.99	$80.00	$38.68	$18.20	
			Blanco Aguilar	H2A	70.75	$80.00	$38.68	$18.20	
			Blanco Aguilar	H2A	76.51	$80.00	$38.68	$18.20	
			Blanco Aguilar	H2A	71.52	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	57.49	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	62.99	$75.00	$38.68	$18.20	
			Blanco Aguilar	H2A	58.78	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,465.68
			Cervantes Cumplido	H2A	27	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	69.75	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	76.25	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	72.25	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	62.26	$80.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	71.74	$80.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	65.24	$80.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	53.76	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	57.25	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	63.25	$75.00	$38.68	$18.20	
			Cervantes Cumplido	H2A	57.75	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,465.68
			De La Cruz Morales	H2A	27	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	69.5	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	76.25	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	65.5	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	69.75	$80.00	$38.68	$18.20	
			De La Cruz Morales	H2A	75.02	$80.00	$38.68	$18.20	
			De La Cruz Morales	H2A	64.51	$80.00	$38.68	$18.20	
			De La Cruz Morales	H2A	71.49	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	56.49	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	64	$75.00	$38.68	$18.20	
			De La Cruz Morales	H2A	58.78	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,465.68
			Aguilar Soto	H2A	27	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	69.75	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	76.25	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	57	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	72.99	$80.00	$38.68	$18.20	
			Aguilar Soto	H2A	70.75	$80.00	$38.68	$18.20	
			Aguilar Soto	H2A	73.01	$80.00	$38.68	$18.20	
			Aguilar Soto	H2A	71.98	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	56.49	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	62.74	$75.00	$38.68	$18.20	
			Aguilar Soto	H2A	58.78	$75.00	$38.68	$18.20	
						$840.00	$425.48	$200.20	$1,465.68
			Chargoy Escudero	H2A	32	$75.00	$38.68	$18.20	
			Chargoy Escudero	H2A	74	$75.00	$38.68	$18.20	
			Chargoy Escudero	H2A	71.48	$80.00	$38.68	$18.20	
			Chargoy Escudero	H2A	71.75	$80.00	$38.68	$18.20	
			Chargoy Escudero	H2A	74.75	$80.00	$38.68	$18.20	
			Chargoy Escudero	H2A	70.5	$75.00	$38.68	$18.20	
			Chargoy Escudero	H2A	57.75	$75.00	$38.68	$18.20	
			Chargoy Escudero	H2A	63.25	$75.00	$38.68	$18.20	
			Chargoy Escudero	H2A	59.5	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Vargas Venegas	H2A	32.75	$75.00	$38.68	$18.20	
			Vargas Venegas	H2A	63.25	$75.00	$38.68	$18.20	
			Vargas Venegas	H2A	80.23	$80.00	$38.68	$18.20	
			Vargas Venegas	H2A	71.75	$80.00	$38.68	$18.20	

	2141	Alvaro	Vargas Venegas	H2A	74.74	$80.00	$38.68	$18.20	
	2141	Alvaro	Vargas Venegas	H2A	70.5	$75.00	$38.68	$18.20	
	2141	Alvaro	Vargas Venegas	H2A	57.5	$75.00	$38.68	$18.20	
	2141	Alvaro	Vargas Venegas	H2A	63.25	$75.00	$38.68	$18.20	
	2141	Alvaro	Vargas Venegas	H2A	70.5	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
	2142	Armando	Tapia Barbosa	H2A	13	$75.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	95.24	$75.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	72.74	$80.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	72	$80.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	75.75	$80.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	70.5	$75.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	57.25	$75.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	63.25	$75.00	$38.68	$18.20	
	2142	Armando	Tapia Barbosa	H2A	57.75	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
	2143	Alejandro	Romero Arrendondo	H2A	32.75	$75.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	52.51	$75.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	82.24	$80.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	71.75	$80.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	70.49	$80.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	70.26	$75.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	57.25	$75.00	$38.68	$18.20	
	2142	Alejandro	Romero Arrendondo	H2A	63.25	$75.00	$38.68	$18.20	
	2143	Alejandro	Romero Arrendondo	H2A	59.24	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
	2144	Jose L	Silva Lopez	H2A	8.75	$75.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	52.5	$75.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	82.24	$80.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	71.75	$80.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	74.75	$80.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	70.5	$75.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	57.5	$75.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	2144	Jose L	Silva Lopez	H2A	59.5	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
	2146	Gustavo	Cuellar Romero	H2A	32.75	$75.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	52.51	$75.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	82.24	$80.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	71	$80.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	64.51	$0.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	70.51	$0.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	57.75	$0.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	63.25	$0.00	$38.68	$18.20	
	2146	Gustavo	Cuellar Romero	H2A	59.5	$0.00	$38.68	$18.20	
						$310.00	$348.12	$163.80	$821.92
	2147	Oscar R	Franco Varga	H2A	10.75	$80.00	$38.68	$18.20	
						$80.00	$38.68	$18.20	$136.88
	2148	Jorge L	Garcia Raya	H2A	32.75	$75.00	$38.68	$18.20	
	2148	Jorge L	Garcia Raya	H2A	49	$75.00	$38.68	$18.20	
	2148	Jorge L	Garcia Raya	H2A	71.49	$80.00	$38.68	$18.20	
						$230.00	$116.04	$54.60	$400.64
	2149	Martin	Hurtado Olvera	H2A	32	$75.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	67.76	$75.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	72.74	$80.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	70.76	$80.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	77.25	$80.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	71.49	$75.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	57.5	$75.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	62.99	$75.00	$38.68	$18.20	
	2149	Martin	Hurtado Olvera	H2A	58.75	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
	2150	Manuel	Garcia Delgado	H2A	11.75	$75.00	$38.68	$18.20	
						$75.00	$38.68	$18.20	$131.88

			Hernandez Zavala	H2A	32	$75.00	$38.68	$18.20	
			Hernandez Zavala	H2A	74.25	$75.00	$38.68	$18.20	
			Hernandez Zavala	H2A	71.49	$80.00	$38.68	$18.20	
			Hernandez Zavala	H2A	71.75	$80.00	$38.68	$18.20	
			Hernandez Zavala	H2A	74.75	$80.00	$38.68	$18.20	
			Hernandez Zavala	H2A	70.25	$75.00	$38.68	$18.20	
			Hernandez Zavala	H2A	57.5	$75.00	$38.68	$18.20	
			Hernandez Zavala	H2A	63.25	$75.00	$38.68	$18.20	
			Hernandez Zavala	H2A	59.5	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Luna Gonzalez	H2A	32.75	$75.00	$38.68	$18.20	
			Luna Gonzalez	H2A	46.5	$75.00	$38.68	$18.20	
			Luna Gonzalez	H2A	84.99	$80.00	$38.68	$18.20	
			Luna Gonzalez	H2A	71	$80.00	$38.68	$18.20	
			Luna Gonzalez	H2A	73.25	$80.00	$38.68	$18.20	
			Luna Gonzalez	H2A	71.5	$75.00	$38.68	$18.20	
			Luna Gonzalez	H2A	57.5	$75.00	$38.68	$18.20	
			Luna Gonzalez	H2A	63	$75.00	$38.68	$18.20	
			Luna Gonzalez	H2A	58.78	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Godinez Barcenas	H2A	32.75	$75.00	$38.68	$18.20	
			Godinez Barcenas	H2A	61	$75.00	$38.68	$18.20	
			Godinez Barcenas	H2A	82.24	$80.00	$38.68	$18.20	
			Godinez Barcenas	H2A	71.75	$80.00	$38.68	$18.20	
			Godinez Barcenas	H2A	74.74	$80.00	$38.68	$18.20	
			Godinez Barcenas	H2A	67	$75.00	$38.68	$18.20	
			Godinez Barcenas	H2A	57.75	$75.00	$38.68	$18.20	
			Godinez Barcenas	H2A	64.25	$75.00	$38.68	$18.20	
			Godinez Barcenas	H2A	59.25	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Arroyo Alonso	H2A	32	$75.00	$38.68	$18.20	
			Arroyo Alonso	H2A	74.25	$75.00	$38.68	$18.20	
			Arroyo Alonso	H2A	71.48	$80.00	$38.68	$18.20	
			Arroyo Alonso	H2A	71.75	$80.00	$38.68	$18.20	
			Arroyo Alonso	H2A	74.73	$80.00	$38.68	$18.20	
			Arroyo Alonso	H2A	70.5	$75.00	$38.68	$18.20	
			Arroyo Alonso	H2A	57.75	$75.00	$38.68	$18.20	
			Arroyo Alonso	H2A	63.25	$75.00	$38.68	$18.20	
			Arroyo Alonso	H2A	59.25	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Jacobo Ramirez	H2A	32	$75.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	63.26	$75.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	71.49	$80.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	71.75	$80.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	75.75	$80.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	70.25	$75.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	57.25	$75.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	63	$75.00	$38.68	$18.20	
			Jacobo Ramirez	H2A	57.75	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Garcia Cardos	H2A	32	$75.00	$38.68	$18.20	
			Garcia Cardos	H2A	74.25	$75.00	$38.68	$18.20	
			Garcia Cardos	H2A	71.5	$80.00	$38.68	$18.20	
			Garcia Cardos	H2A	71.75	$80.00	$38.68	$18.20	
			Garcia Cardos	H2A	75.24	$80.00	$38.68	$18.20	
			Garcia Cardos	H2A	70.24	$75.00	$38.68	$18.20	
			Garcia Cardos	H2A	57.75	$75.00	$38.68	$18.20	
			Garcia Cardos	H2A	63	$75.00	$38.68	$18.20	
			Garcia Cardos	H2A	59.5	$75.00	$38.68	$18.20	
						$690.00	$348.12	$163.80	$1,201.92
			Ramirez Chavez	H2A	32	$75.00	$38.68	$18.20	
			Ramirez Chavez	H2A	74.24	$75.00	$38.68	$18.20	
			Ramirez Chavez	H2A	71.49	$80.00	$38.68	$18.20	
			Ramirez Chavez	H2A	71.5	$80.00	$38.68	$18.20	
			Ramirez Chavez	H2A	75.25	$80.00	$38.68	$18.20	

				Ramirez Chavez	H2A	70.25	$75.00	$38.68	$18.20	
				Ramirez Chavez	H2A	57.25	$75.00	$38.68	$18.20	
				Ramirez Chavez	H2A	63	$75.00	$38.68	$18.20	
				Ramirez Chavez	H2A	59	$75.00	$38.68	$18.20	
							$690.00	$348.12	$163.80	$1,701.92
		2160	Miguel A	Elizondo Soto	H2A	32.75	$75.00	$38.68	$18.20	
		2161	Miguel A	Elizondo Soto	H2A	51.51	$75.00	$38.68	$18.20	
		2162	Miguel A	Elizondo Soto	H2A	82.23	$80.00	$38.68	$18.20	
		2163	Miguel A	Elizondo Soto	H2A	33.75	$80.00	$38.68	$18.20	
		2164	Miguel A	Elizondo Soto	H2A	43	$80.00	$38.68	$18.20	
		2165	Miguel A	Elizondo Soto	H2A	70.51	$75.00	$38.68	$18.20	
		2166	Miguel A	Elizondo Soto	H2A	57.75	$75.00	$38.68	$18.20	
		2167	Miguel A	Elizondo Soto	H2A	63.25	$75.00	$38.68	$18.20	
					H2A	59.25	$75.00	$38.68	$18.20	
							$690.00	$348.12	$163.80	$1,201.92
	2015	2161	Pedro	Zavala Almanza	H2A	32.75	$75.00	$38.68	$18.20	
	2015	2161	Pedro	Zavala Almanza	H2A	61.74	$75.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	82	$80.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	71.74	$80.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	75.25	$0.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	70.5	$0.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	57.25	$0.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	63	$0.00	$38.68	$18.20	
		2161	Pedro	Zavala Almanza	H2A	59.5	$0.00	$38.68	$18.20	
							$310.00	$348.12	$163.80	$821.92
	2015	2162	Nicolas	Vallejo Rojas	H2A	32	$75.00	$38.68	$18.20	
		2162	Nicolas	Vallejo Rojas	H2A	68.47	$80.00	$38.68	$18.20	
							$155.00	$77.36	$36.40	$268.76
	2015	2164	Rodrigo	Raya Tapia	H2A	32.75	$75.00	$38.68	$18.20	
	2015	2164	Rodrigo	Raya Tapia	H2A	63.5	$75.00	$38.68	$18.20	
	2015	2164	Rodrigo	Raya Tapia	H2A	82.25	$80.00	$38.68	$18.20	
	2015	2164	Rodrigo	Raya Tapia	H2A	41.25	$80.00	$38.68	$18.20	
		2164	Rodrigo	Raya Tapia	H2A	10.5	$0.00	$38.68	$18.20	
		2164	Rodrigo	Raya Tapia	H2A	67	$0.00	$38.68	$18.20	
		2164	Rodrigo	Raya Tapia	H2A	57	$0.00	$38.68	$18.20	
		2164	Rodrigo	Raya Tapia	H2A	65.25	$0.00	$38.68	$18.20	
		2164	Rodrigo	Raya Tapia	H2A	57.75	$0.00	$38.68	$18.20	
							$310.00	$348.12	$163.80	$821.92
		2165	Vicente	Lara Amador	H2A	27.5	$75.00	$38.68	$18.20	
		2165	Vicente	Lara Amador	H2A	63.25	$75.00	$38.68	$18.20	
		2165	Vicente	Lara Amador	H2A	72.49	$80.00	$38.68	$18.20	
		2165	Vicente	Lara Amador	H2A	72.52	$80.00	$38.68	$18.20	
		2165	Vicente	Lara Amador	H2A	74.75	$80.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	70.75	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	54.04	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	66.75	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	67.25	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	70.03	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	64.27	$75.00	$38.68	$18.20	
		2165	Vicente	Lara Amador	H2A	65.5	$75.00	$38.68	$18.20	
		2165	Vicente	Lara Amador	H2A	70	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	72.5	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	61.25	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	58	$75.00	$38.68	$18.20	
	2015	2165	Vicente	Lara Amador	H2A	46.5	$75.00	$38.68	$18.20	
							$1,290.00	$657.56	$309.40	$2,256.96
	2015	2166	Omar	Garcia Ramirez	H2A	32	$75.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	72.99	$75.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	71.48	$80.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	71.75	$80.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	74.75	$80.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	70.26	$75.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	57.25	$75.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	53	$75.00	$38.68	$18.20	
	2015	2166	Omar	Garcia Ramirez	H2A	57.75	$75.00	$38.68	$18.20	
							$690.00	$348.12	$163.80	$1,201.92

			Morales Acosta						
			Morales Acosta						
			Morales Acosta						
			Morales Acosta						
			Morales Acosta						
			Morales Acosta						
					H2A	37	$75.00	$38.68	$18.20
					H2A	69.75	$75.00	$38.68	$18.20
					H2A	71.5	$75.00	$38.68	$18.20
					H2A	57.49	$75.00	$38.68	$18.20
					H2A	62.99	$75.00	$38.68	$18.20
					H2A	58.5	$75.00	$38.68	$18.20
							$450.00	$232.08	$109.20
		Armando	Guillen Segovia		H2A	32.75	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	64	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	84.24	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	73.03	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	77.99	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	75.01	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	59.75	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	67.25	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	59.5	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	64.5	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	67.25	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	68.98	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	73.5	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	75.5	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	52.5	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	68.25	$0.00	$38.68	$18.20
		Armando	Guillen Segovia		H2A	46.75	$0.00	$38.68	$18.20
							$0.00	$657.56	$309.40
		Jose M	Villasenor Vargas		H2A	30	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	93.75	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	83.51	$80.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	66.26	$80.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	75.52	$80.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	42.74	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	37.25	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	65.23	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	59.53	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	64.25	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	66.01	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	67.99	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	77	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	74.01	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	61	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	57.99	$75.00	$38.68	$18.20
		Jose M	Villasenor Vargas		H2A	46.5	$75.00	$38.68	$18.20
							$1,290.00	$657.56	$309.40
		Ricardo	Santoyo Castro		H2A	32	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	72.22	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	72.73	$80.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	71	$80.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	76.76	$80.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	71.76	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	57.5	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	63.01	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	58.5	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	66	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	65.49	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	66.51	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	72.25	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	72.5	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	61	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	58	$75.00	$38.68	$18.20
		Ricardo	Santoyo Castro		H2A	46.5	$75.00	$38.68	$18.20
							$1,230.00	$657.56	$309.40
		Osiel	Aponte Rodriguez		H2A	31	$80.00	$38.68	$18.20
		Osiel	Aponte Rodriguez		H2A	53.74	$80.00	$38.68	$18.20
							$160.00	$77.36	$36.40
		Jesus	Justiniano Soto		H2A	23	$80.00	$38.68	$18.20
		Carlos	Justiniano Soto		H2A	52.74	$80.00	$38.68	$18.20

			Justin and Soto		H2A	22.74	$75.00	$38.68	$18.20	
			Justin and Soto		H2A	30.75	$75.00	$38.68	$18.20	
			Justin and Soto		H2A	34.25	$75.00	$38.68	$18.20	
			Justin and Soto		H2A	27.53	$75.00	$38.68	$18.20	
							$460.00	$232.08	$109.20	$801.28
			Aponte Rodriguez		H2A	39.5	$80.00	$38.68	$18.20	
			Aponte Rodriguez		H2A	43.49	$80.00	$38.68	$18.20	
							$160.00	$77.36	$36.40	$273.76
			Gonzalez Jaimes		H2A	43.51	$80.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	71.49	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	57.5	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	62.99	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	58.78	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	64.25	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	67.25	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	67.98	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	71.5	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	74.01	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	61	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	57.75	$75.00	$38.68	$18.20	
			Gonzalez Jaimes		H2A	46.49	$75.00	$38.68	$18.20	
							$980.00	$502.84	$236.60	$1,719.44
			Santos Urquiza		H2A	44.25	$80.00	$38.68	$18.20	
			Santos Urquiza		H2A	72.01	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	57.5	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	63.25	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	58.53	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	64.5	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	64.27	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	67.99	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	71.75	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	69.51	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	60.75	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	58	$75.00	$38.68	$18.20	
			Santos Urquiza		H2A	46.5	$75.00	$38.68	$18.20	
							$980.00	$502.84	$236.60	$1,719.44
			Santiz Perez		H2A	24.75	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	63.25	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	57.75	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	54.5	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	64	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	67.99	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	71.75	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	52.25	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	51	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	58.02	$75.00	$38.68	$18.20	
			Santiz Perez		H2A	46.49	$75.00	$38.68	$18.20	
							$825.00	$425.48	$200.20	$1,450.68
			Lopez Mendez		H2A	24.75	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	63.25	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	57.75	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	54.5	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	64.74	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	67.99	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	71.75	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	73.99	$75.00	$38.68	$18.20	
			Lopez Mendez		H2A	51	$75.00	$38.68	$18.20	
							$675.00	$348.12	$163.80	$1,186.92
			Hernandez Perez		H2A	24.75	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	63.25	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	57.75	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	64.5	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	64.49	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	68	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	71.75	$75.00	$38.68	$18.20	
			Hernandez Perez		H2A	74	$75.00	$38.68	$18.20	

			Hernandez Perez	H2A	51	$75.00	$38.68	$18.20	
						$675.00	$348.12	$163.80	$1,186.92
	2217	Gilberto	Flores Montero	H2A	24.75	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	63.25	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	57.75	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	64.51	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	64.5	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	67.98	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	72.26	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	74	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	60.5	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	57.5	$75.00	$38.68	$18.20	
	2217	Gilberto	Flores Montero	H2A	46.75	$75.00	$38.68	$18.20	
						$825.00	$425.48	$200.20	$1,450.68
	2214	Francisco	Santis Morales	H2A	24.75	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	63.25	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	57.75	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	64.5	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	64.49	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	68	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	72	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	73.99	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	61.25	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	58	$75.00	$38.68	$18.20	
	2214	Francisco	Santis Morales	H2A	46.5	$75.00	$38.68	$18.20	
						$825.00	$425.48	$200.20	$1,450.68
	2214	Fernando	Gomez Lopez	H2A	24.75	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	64.5	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	64.49	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	68.01	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	71.75	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	73.99	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	60.75	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	2214	Fernando	Gomez Lopez	H2A	46.5	$75.00	$38.68	$18.20	
						$825.00	$425.48	$200.20	$1,450.68
	2215	Domingo	Lopez Lopez	H2A	24.75	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	64.5	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	64.49	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	68	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	71.75	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	74	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	61.5	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	2215	Domingo	Lopez Lopez	H2A	46.51	$75.00	$38.68	$18.20	
						$825.00	$425.48	$200.20	$1,450.68
	2216	Conrado	Lopez Lopez	H2A	24.75	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	64.5	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	64.49	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	67.99	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	71.75	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	73.99	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	61	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	58	$75.00	$38.68	$18.20	
	2216	Conrado	Lopez Lopez	H2A	46.5	$75.00	$38.68	$18.20	
						$825.00	$425.48	$200.20	$1,450.68

Employee Personal Interview Statement

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



The law requires employers to authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

01/06/2016/
(Date)

Telephone
(Place of Interview)

I (Mr. Miss, Mrs, Ms.) Hector M Garcia Dominguez of Calle Miguel Hidalgo 38
(Name of Employee) (Number, street, apt. no.)

Localidad La Reforma. Papantla-Veracruz, 93538
(City or Town) (State) (Zip Code)

7545961738, n/a
(Telephone Number) (Driver's license #-Do not request if number is same as Social Security number)

18+ years of age (was/have been) employed by Sun Valley Orchards
(Establishment)

NJ for the approximate period from 04/25/2015 to 05/10/2015
(Location of Establishment)

as Vegetable Picker - H2A Visa Holder
(Occupation or description of duties)

Statement

I left my house on 04/21/2015 and traveled to the US embassy in Monterrey Mexico to apply for the H2A visa. I received the H2A visa and I traveled to NJ where I arrived on 04/25/2015. When I was in Monterrey Mexico I read the contract and it said that the work contract was from 04/25/2015 to 10/11/2015 and be paid per piece or $11.29 per hour. The work contract said that I would have a kitchen available to cook my own food but when I arrived I was told by Agustin, the field foreman, that I would not be allowed to cook my own food and that I had to purchase all the food from him for $75 per week. If I knew that I had to purchase the food from Agustin then I would never have traveled to NJ to work at this farm. If I was given the option, I prefer to cook for myself. All the workers are required to purchase the food from Agustin - I paid Agustin in cash every week for the food. Food trucks selling tacos or tortillas would come to the dormitory and Agustin would run them off because it would let workers purchase other food and not buy it from him. Agustin sold drinks in the fields and in the formitory - I don't remember the prices but he sold sodas, gatorade, monster energy drinks and juices. I would buy at least 5 drinks per day. Agustin also sold beer for $2 per can - the majority of workers purchased beer nightly. In the contract it said that I would work 7 hours per day and 6 days per week but I was forced to work 11 to 13 per hours per day and 7 days per week - Agustin treated workers like slaves. I have worked under the H-2A visa program for the last 1 years and this is the first time that I have returned home early and not completed the contract. The dormitory was in very bad conditions - bathrooms were very dirty, there was 2 tubs to wash clothes but they were so dirty that when you tried to wash the clothes they would come out even more dirty. When I left I was told that I had to sign a paper that said that I was voluntarily leaving my job and returning to Mexico for personal reasons, but that is not true. I left because the work conditions outlined in the work contract were different from wh

Form WH-31 (Revised Jan. 2001)

B- 19

Judi Marino

From: RUSS MARINO <russ@sunvalleyorchard.com>
Sent: Feb 24, 2015 5:24 PM
To: Judi Marino
Subject: FW: South Jersey Water Test, LLC - 1321 Rt 45 water test
Attachments: N48451 1321RO FR.pdf

From: Customer Service [mailto:Customer.Service@sjwatertest.com]
Sent: Monday, February 23, 2015 8:17 AM
To: Mr. Russell Marino
Subject: South Jersey Water Test, LLC - 1321 Rt 45 water test

South Jersey Water Test, LLC
Certified, Professional Water Analysis & Septic Inspections
4077 South Black Horse Pike
Williamstown, NJ 08094
(866) 875-3506 (Toll Free)
(856) 875-3506
(856) 875-3507 (FAX)
Web www.sjwatertest.com

Dear Russell:

I have attached the well water test results for your review.

The final original report will be sent via regular mail.

Please feel free to contact us if you have any questions.

Sincerely,
Nilka Gualtieri
South Jersey Water Test, LLC
www.sjwatertest.com
856-875-3506
856-875-3507 Fax
866-875-3506 Toll Free

B 2 4

POTABLE WATER
GOOD AGRICULTURAL PRACTICES
CERTIFICATE OF COMPLIANCE

Farm Name:
Sun Valley Orchards

Sample Location(s):
Kitchen Tap – 1321 Route 45

The analysis performed on samples collected on **02/16/2015, N48451** for the purposes of County Health Department requirements for potable wells verifies that the raw and/or treated water quality of the above location meets applicable New Jersey potable water standards for the parameters analyzed.

See GAP technical guidance documentation for sampling, analysis, and reporting frequency.

South Jersey Water Test, LLC
4077 South Black Horse Pike
Williamstown, NJ 08094
856-875-3506 Fax: 856-875-3507

NJDEP Cert # 08006 EPA Lab # NJ01202

2/24/15

Mark J. Riether, Laboratory Director or Designee

South Jersey
Water Test, LLC
3077 South Black Horse Pike
Williamstown, NJ 08094
856-875-3500 [illegible]
856-875-3507 [illegible]

10 KM
E-MAILED
2/20/15 10 3 [illegible]

Thursday, February 19, 2015

Mr. Russell Marino
Sun Valley Orchards
32 Vestry Road
Swedesboro, NJ 08085

Certificate of Analysis

Property Address: 1321 Route 45
Sample Location: Kitchen Tap – Treated Water Date/Time Sampled: 02/16/2015 11:40

Test/ Parameter	Date/Time Analyzed	Result	Allowable Limit	Units	Reporting Limit	Method
Sample ID	N48451					
Nitrate	02/18/2015 07:55	<1,000	10,000	ug/L	1,000	SM4500NO3D
Total Coliform Bacteria	02/16/2015 15:15	Absence	Absence	Presence/ Absence	N.A.	SM9223BUV
E. coli	02/16/2015 15:15	Absence	Absence	Presence/ Absence	N.A.	SM9223BUV

This report relates only to the samples as received by the laboratory.

Mark J. Riether, Lab Director

2/20/15
Date

CHAIN OF CUSTODY RECORD

South Jersey Water Test, LLC
4077 South Black Horse Pike
Williamstown, NJ 08094
Phone: 856-875-3506 Fax: 856-875-3507
www.sjwatertest.com
NJ DEP Certification #08006

Customer:	Sun Valley Orchards
Contact	Russell Marino
Address:	32 Vestry Road
	Swedesboro, NJ
Phone:	609 743-5622 Fax:
Cell:	

Lab ID#	Sample Location	Collection Date	Collection Time	Grab	Comp	Matrix	Field Measurements	No. of Bottles	Pres.	Analysis Required
N48451	1321 Route 45 - Treated	2/16/15	11:40	X		D	Res. Cl (mg/L) = 0.10	----	—	Time Analyzed: 11:[illegible] Meter # 1
	[illegible]	↓	↓	X		D		1 X 120	NaThio	Total Coliform/E.coli
		↓	↓	X		D		1 X 125	NA	Nitrates

MATRIX ABBREVIATIONS: D\DRINKING WATER A\AQUEOUS S\SOIL SL\SLUDGE GW\GROUND WATER SW\SURFACE WATER WW\WASTE WATER

Turnaround Time	Report Format	Comments/Special Instructions	Cooler Temp
✓ SJWT Standard is 10 work days	✓ Standard	☐ If this box is checked a VOC trip blank sample has been collected and will be analyzed if VOC hits are above the MCL	[illegible] °C
___ Rush turnaround available upon request and lab approval ___	___ NJ DEP Reduced Deliverables	☐ If this box is checked, duplicate pH and Residual Chlorine samples have been collected	Properly Preserved: Yes / No
	___ NJ DEP Full Deliverables	pH (su) = Res. Cl (mg/L) =	
	___ Electronic Data Deliverables		
	___ PWTA Format		

pH 3 Hour Check					
pH Meter #:		Time:		pH 7 Reread	
pH Buffer		Lot #:		Exp	

Sampled by: (Print) [signature]					
Relinquished by: (Signature) [signature]	Date 2/16/15	Time 13:30	Received by: (Signature) [signature]	Date 2/16/15	Time 13:30
Relinquished by: (Signature)	Date	Time	Received by: (Signature)	Date	Time

USDA

United States
Department
of Agriculture

Farm and Foreign
Agricultural Services

Salem/Gloucester Farm Service Agency
51 Cheney Road
Woodstown, NJ 08098
Phone - 856-769-1126
Fax - 855-305-6708

August 4, 2015

To whom it may concern:

Our vegetable growers in Salem and Gloucester Counties have had tremendous crop losses due to the wet weather we received in June and early July of this year. Some crops have been totally destroyed with little or no harvest. Frequent rainfall always seems to infiltrate the plants and the cover sprays, which are very costly, have little to no effect. Crops affected include, but are not limited to: Cucumbers, Eggplants, Melons, Peppers, Pumpkins, Squash and Tomatoes. Disaster declarations have been processed for the area.

If you have any questions, please give me a call. Thank you.

Al D'Bella
County Executive Director

USDA is an equal opportunity provider and employer.





DOL01945

My name is _____ I do hereby resign my job with

SVC (farm name). I hereby acknowledge that I have been offered additiom
work for the balance of my contract, however I resign for the reason listed below. I understand I am required by fe
law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: _____

Signature: _____ Date: 3/3-15

Print name of witness: Ross Malone JR

____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contac
my employer during my absence. I expect to return on: _____. I understand that if I do not, my
resignation is effect today, and US. Government agencies will be notified.

****

Mi nombre es _____ Creo que queda renunciar a mi trabajo co
SVC (nombre de la granja). Reconozco que me han ofrecido trabajo adici
para el resto de mi contrato, sin embargo, renunciar a la razón a continuación. . Entiendo que estoy es requerid
la ley federal para regresar a su hogar inmediatamente y organismos del Gobierno de US será notificado. Estoy
enfermo o ME han resultado heridos.

____ Tengo que volver a mi país porque un miembro de la familia está enfermo o lesionado, ha muerto.

____ Tengo que volver a mi país con azada por motivos personales.

____ QUIERO dejar mi trabajo.

____ Trabajo ha disminuido, y me gustaría volver a casa.

____ Otros: _____

Nombre en letra de imprenta: _____ Que Fecha: 3-3-15

Firma: _____

nombre del testigo: Ross Malone JR

____ Esperar a regresar a mi trabajo una vez que ya he acabado mi inesperado. Entiendo que tengo que estar en
contacto con mi empleador durante mi ausencia. Espero volver en: _____. Entiendo que si no lo hago
mi renuncia es efecto hoy, y los US Agencias de gobierno será notificado.

Total BWs 168

	A	B	C	D	E	F
1	**Total Meal**	**Total Drinks**	**Total Beer**	**Total BWs for Meals, Drinks and Beer**		
2	$128,510.00	$71,790.08	$33,779.20	$234,079.28		147 EEs
3						
4	**3/4 Guarantee**					
5	$142,618.33					25 EEs
6						
7						
8				TOTAL		$376,697.61

Exhibit R1

atlantic city electric

Your electric bill - Aug 2015

for the period **July 8, 2015 to August 5, 2015**



MARINO BROTHERS

Account number: **5500 9969 563**
Your service address: RT 45
HARRISONVILLE NJ 08039
Bill Issue date: Aug 11, 2015

Summary of your charges

Balance from your last bill	$1,552.75
Your payment(s) - thank you	$1,552.75–
Balance forward as of Aug 11, 2015	$0.00
New electric charges	$440.26
New Energy Plus supply charges	$818.83
Total amount due by Sep 1, 2015	**$1,259.09**

Find helpful storm preparation and power outage information at atlanticcityelectric.com

Learn how to save energy and money by registering for MyAccount at www.atlanticcityelectric.com

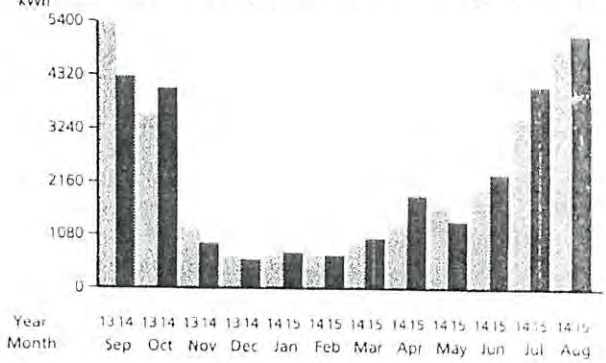
How to contact us

Customer service (Mon-Fri, 7am - 7pm)	1-800-642-3780
Electric emergencies & outages (24 hours)	1-800-833-7476
¿Problemas con la factura?	1-800-642-3780

Visit atlanticcityelectric.com

Your monthly Electricity use in kWh

Daily temperature averages: Aug 2014, 73° F Aug 2015, 78° F



Please tear on the dotted line below. Invoice Number: 200330143173 Page 1 of 3

05 00300008 200006494

atlantic city electric

Your electric bill - Jul 2015

for the period **June 4, 2015 to July 7, 2015**



MARINO BROTHERS

Account number: **5500 9969 563**
Your service address: RT 45
HARRISONVILLE NJ 08039
Bill Issue date: Jul 9, 2015

Summary of your charges

Balance from your last bill	$547.21
Balance forward as of Jul 9, 2015	$547.21
New electric charges	$351.40
New Energy Plus supply charges	$654.14
Total amount due by Jul 30, 2015	**$1,552.75**

A past due amount of $547.21 remained on your account at the time your bill was prepared. If payment has been made, please disregard this notice. For bill payment options, visit www.atlanticcityelectric.com.

Find helpful storm preparation and power outage information at atlanticcityelectric.com

Learn how to save energy and money by registering for MyAccount at www.atlanticcityelectric.com

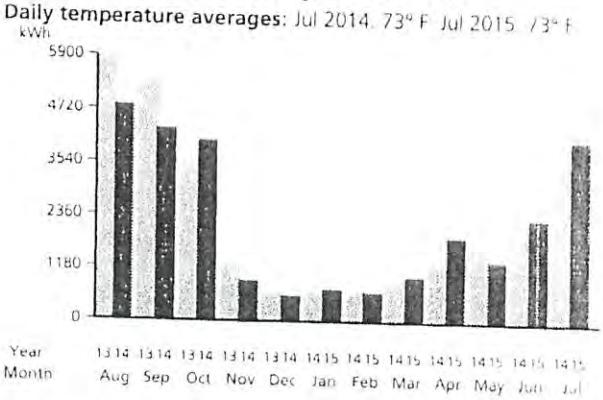
How to contact us

Customer service (Mon-Fri, 7am - 7pm)	1-800-642-3780
Electric emergencies & outages (24 hours)	1-800-833-7476
¿Problemas con la factura?	1-800-642-3780

Visit atlanticcityelectric.com

Your monthly Electricity use in kWh

Daily temperature averages: Jul 2014 73° F Jul 2015 73° F



Please tear on the dotted line below. Invoice Number: 200590115898 Page 1 of 3

CENTURY WATER CONDITIONING & PURIFICATION, INC.

Office & Showroom
156 South Main Street
Williamstown, NJ 08094
(856) 728-1248 Fax:(856) 728-8100
www.centurywaternj.com
email:centurywaterinc@yahoo.com

ECOWATER SYSTEMS

INVOICE

5268

SOLD TO

SUN VALLEY ORCHARDS, LLC
241 DESTRY ROAD
SWEDESBORO, NJ 08085

SHIPPED TO

MARINO FARMS (LABOR CAMP)
1321 RTE 45
HARRISVILLE, NJ 08039

CUST #	DATE	PAYMENT DUE UPON COMPLETION	TECH
460	1/29/2013		M.S.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	To prevent drain line freeze, *Century* recommends applying heat tape to outside drain.		
	DUMP + REBED 4.0 SOFTENER		
4	SUF RESIN	#220.00	#880 00
1	268 CONTROL VALVE		#445 00
1	1" HIGH FLOW 1.5" TUBE		#35 00
1	LABOR		#254 00
	TOTAL		#1559 00
	TAX EXEMPT		

X [signature]

FINAL CHECK BEFORE LEAVING	
☑ Timer Plugged In	☑ Salt In Unit
☑ Timer Set	Salt Setting
☑ Check Bypass	
☑ Unit In Service	
Backwash Days	

Thank you!

WATER CHECK ON COMPLETION	
PH =	6.5-8.5
IRON =	< .3
HARD =	< 5
TDS =	< 500
NIT=	< 10

30 Day Labor Warranty on Service
Customer responsible for any required permits. CENTURY not responsible for water damage due to manufacturer defects, drain blockage/overflow or brine discharge.

AmeriGas
200 Scott Ave
Woodbine NJ 08270
888-397-7773
www.amerigas.com

AmeriGas

ACCOUNT NUMBER: 200571905
AMOUNT DUE: $1,508.48
TERMS: Due 30 Days From Invoice

INVOICE NO: 802472615 INVOICE DATE: 08/31/20

BILL TO: sun valley orchards
32 VESTRY RD
SWEDESBORO NJ 08085-1272

LOCATION:
sun valley orchard/packing hou
1321 RT 45
HARRISONVILLE NJ 08085-1676

SHIP-TO NUMBER: 100586142 DELIVERED BY: AmeriGas

Detail of Current Activity

Date	Ref No.	Description	PO Number	Misc. ID	Unit Price	Quantity	Extended Amount	Taxes	Amount D
08/03/15	71645470	FILL 33.5 LB	NJFB080887		10.87988	2.0	$21.76		$37
		CYLINDER LIQUID							
		AG-Farm Bur.Discount					-$0.79		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.73		
		State Excise Tax						$0.58	
08/10/15	71918095	FILL 33.5 LB	NJFB080887		10.87988	1.0	$10.88		$27
		CYLINDER LIQUID							
		AG-Farm Bur.Discount					-$0.40		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.73		
		State Excise Tax						$0.29	
08/10/15	71918095	FILL 33.5 LB	NJFB080887		10.87988	9.0	$97.92		$90
		CYLINDER LIQUID							
		AG-Farm Bur.Discount					-$3.56		
		State Excise Tax						$2.59	
08/17/15	72111788	FILL 33.5 LB	NJFB080887		10.73357	5.0	$53.67		$69
		CYLINDER LIQUID							
		AG-Farm Bur.Discount					-$1.98		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.73		
		State Excise Tax						$1.42	
08/24/15	72350443	FILL 33.5 LB	NJFB080887		10.76162	5.0	$53.81		$69
		CYLINDER LIQUID							
		AG-Farm Bur.Discount					-$1.98		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.57		
		State Excise Tax						$1.43	
08/31/15	72589731	FILL 33.5 LB	NJFB080887		10.73436	2.0	$21.47		$37
		CYLINDER LIQUID							
		AG-Farm Bur.Discount					-$0.79		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.57		
		State Excise Tax						$0.57	
		TOTAL BULK				0.0	$0.00		$0
		TOTAL CYLINDER				24.0	$331.29		$338
		TOTAL OTHER				0.0	$0.00		$0

			Extended Amount	Taxes	Amou D

AmeriGas
200 Scott Ave
Woodbine NJ 08270
888-397-7773
www.amerigas.com

AmeriGas®

ACCOUNT NUMBER: 200571905
AMOUNT DUE: $1,508.48
TERMS: Due 30 Days From Invoice

INVOICE NO: 802472615 INVOICE DATE: 08/31/2015

BILL TO: sun valley orchards
32 VESTRY RD
SWEDESBORO NJ 08085-1272

LOCATION:
sun valley orchard/packing hou
1321 RT 45
HARRISONVILLE NJ 08085-1676

SHIP-TO NUMBER: 100586142 DELIVERED BY: AmeriGas

Detail of Current Activity

Date	Ref No.	Description	PO Number	Misc. ID	Unit Price	Quantity	Extended Amount	Taxes	Amount Due
						LOCATION TOTAL	$331.29	$6.88	$338.17

AmeriGas
America's Propane Company

Cylinder Exchange

Delivery Date 8/3/15 | Driver's Initials [illegible] | ACE ONLY | Leak Detector ☐ OK ☐ Replac
Ticket Print # 8/3/15 | Total Cyl Count | Cage/Pallet Count | Plug/Cap ☐ OK ☐ Replac
P.O. # NJFB080887 | Release # | Vend Mach Count | Installation ☐ OK ☐ Needs

[illegible] SCOTT AVE
[illegible]OBINE, NJ
08270
856-397-7773

SHIPPED TO
SUN VALLEY ORCHARD/PACKING I
1321 RT 45
HARRISONVILLE NJ 08039
6097435622

Cylinder ID	QTY DEL.	EMPTIES PK/UP	DESCRIPTION
CYL-FILL-033A	2		FILL 33.5 LB CYLINDER LIQUID
CYL-FILL-033S			FILL 33.5 LB CYLINDER LIQUID

▼ NATIONAL ACCOUNTS, COD & ACE USE ONLY ▼

Unit Price | AMOUN

UN 1075, Liquefied Petroleum Gas, 2.1 (Flammable Gas) Non-Corosive, Odorized

Order Instructions

Delivery Directions

Delivery Instructions

Consignment Inventory

Consignment Change + / -

All Claims and Returned Goods Must Be Accompanied By This Ticket

Sub Total
Haz Mat
Fuel Surcharge
Service Fees
Tax
Amount Due
Amount Paid

[illegible] District #
[illegible] 100586142 5706
Chart # 0071045470
[illegible] 08/03-08/09
[illegible] MONDAY
[illegible] Y -
[illegible] JUFCC3

THANK YOU

Signature Received By | Print Name Received By | ☐ Cash ☐ Credit Card ☐ Check # _____

CUSTOMER COPY

AmeriGas
America's Propane Company

Cylinder Exchange

Delivery Date 8/17/15 | Driver's Initials [illegible] | ACE ONLY | Leak Detector ☐ OK ☐ Replac
Ticket Print # 0 - | Total Cyl Count | Cage/Pallet Count | Plug/Cap ☐ OK ☐ Replac
P.O. # NJFB080887 | Release # | Vend Mach Count | Installation ☐ OK ☐ Needs

[illegible] SCOTT AVE
[illegible]OBINE, NJ
08270
856-397-7773

SHIPPED TO
SUN VALLEY ORCHARD/PACKING I
1321 RT 45
HARRISONVILLE NJ 08039
6097435622

Cylinder ID	QTY DEL.	EMPTIES PK/UP	DESCRIPTION
CYL-FILL-033A	5		FILL 33.5 LB CYLINDER LIQUID
CYL-FILL-033S			FILL 33.5 LB CYLINDER LIQUID

▼ NATIONAL ACCOUNTS, COD & ACE USE ONLY ▼

Unit Price | AMOUN

UN 1075, Liquefied Petroleum Gas, 2.1 (Flammable Gas) Non-Corosive, Odorized

Order Instructions

Delivery Directions: f

Delivery Instructions

Consignment Inventory

Consignment Change + / -

All Claims and Returned Goods Must Be Accompanied By This Ticket

Sub Total
Haz Mat
Fuel Surcharge
Service Fees
Tax
Amount Due
Amount Paid

[illegible] District #
[illegible] 100586142 5706
Chart # 0072111788
[illegible] 08/17-08/23
[illegible] MONDAY
[illegible] Y -
[illegible] JUFCC3

THANK YOU

Signature Received By | Print Name Received By | ☐ Cash ☐ Credit Card ☐ Check # _____

CUSTOMER COPY

meriGas.
America's Propane Company

Cylinder Exchange

Delivery Date 3/31/15 | Driver's Initials [illegible] | ACE ONLY | Leak Detector ☐ OK ☐ Repla
Ticket Print # 0 | Total Cyl Count | Cage/Pallet Count | Plug/Cap ☐ OK ☐ Repla
P.O. # NJFB080887 | Release # | Vend Mach Count | Installation ☐ OK ☐ Needs

[illegible] SCOTT AVE
[illegible], NJ
[illegible]
[illegible] 397-7773

SHIPPED TO
SUN VALLEY ORCHARD/PACKING 1
1321 RT 45
HARRISONVILLE NJ 08085-1676
8097435622

Cylinder ID	QTY DEL.	EMPTIES PK/UP	DESCRIPTION	Unit Price	AMOUNT
CYL-FILL-033A	9		FILL 33.5 LB CYLINDER LIQUID		
CYL-FILL-033S			FILL 33.5 LB CYLINDER LIQUID		

▼ NATIONAL ACCOUNTS, COD & ACE USE ONLY ▼

UN 1075, Liquefied Petroleum Gas, 2.1 (Flammable Gas) Non-Corosive, Odorized

Account # [illegible] District # 5706
[illegible] 0072589731
[illegible] 03/31-09/06
[illegible] MONDAY
EQ [illegible]
[illegible] 00FC84

Consignment Inventory
Consignment Change + / -

Order Instructions
Delivery Directions P
Delivery Instructions

Sub Total
Haz Mat
Fuel Surcharge
Service Fees
Tax
Amount Due
Amount Paid

All Claims and Returned Goods Must Be Accompanied By This Ticket

THANK YOU

Signature Received By | Print Name Received By | ☐ Cash ☐ Credit Card ☐ Check # _____

CUSTOMER COPY

---

meriGas.
America's Propane Company

Cylinder Exchange

Delivery Date 3/10/15 | Driver's Initials [illegible] | ACE ONLY | Leak Detector ☐ OK ☐ Replac
Ticket Print # 0 | Total Cyl Count | Cage/Pallet Count | Plug/Cap ☐ OK ☐ Replac
P.O. # NJFB080807 | Release # | Vend Mach Count | Installation ☐ OK ☐ Needs

[illegible] SCOTT AVE
[illegible], NJ
[illegible]
[illegible] 397-7773

SHIPPED TO
SUN VALLEY ORCHARD/PACKING 1
1321 RT 45
HARRISONVILLE NJ 08039
8097435622

Cylinder ID	QTY DEL.	EMPTIES PK/UP	DESCRIPTION	Unit Price	AMOUNT
CYL-FILL-033A	9		FILL 33.5 LB CYLINDER LIQUID		
CYL-FILL-033S	7		FILL 33.5 LB CYLINDER LIQUID		

▼ NATIONAL ACCOUNTS, COD & ACE USE ONLY ▼

UN 1075, Liquefied Petroleum Gas, 2.1 (Flammable Gas) Non-Corosive, Odorized

Account # [illegible] District # 5706
[illegible] 0071918095
[illegible] 03/10-08/16
[illegible] MONDAY
EQ [illegible]
[illegible] 00FCC3

Consignment Inventory
Consignment Change + / -

Order Instructions
Delivery Directions
Delivery Instructions

Sub Total
Haz Mat
Fuel Surcharge
Service Fees
Tax
Amount Due
Amount Paid

All Claims and Returned Goods Must Be Accompanied By This Ticket

THANK YOU

Signature Received By | Print Name Received By | ☐ Cash ☐ Credit Card ☐ Check # _____

CUSTOMER COPY

AmeriGas
200 Scott Ave
Woodbine NJ 08270
866 397-7773
www.amerigas.com

AmeriGas®

ACCOUNT NUMBER: 200571905
AMOUNT DUE: $1,508.48
TERMS: Due 30 Days From Invoice

INVOICE NO: 802472615
INVOICE DATE: 08/31/2015
BILL TO: sun valley orchards
32 VESTRY RD
SWEDESBORO NJ 08085-1272

LOCATION:
sun valley orchars/ lab cmp b
1321 RT 45
HARRISONVILLE NJ 08039

SHIP-TO NUMBER: 100586148 DELIVERED BY: AmeriGas

Detail of Current Activity

Date	Ref No.	Description	PO Number	Misc. ID	Unit Price	Quantity	Extended Amount	Taxes	Amount Due
08/03/15	71645471	Propane	NJFB080887		1.3772	52.6	$72.44		$86.13
		AG-Farm Bur.Discount					-$2.63		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.73		
08/10/15	71918096	Propane	NJFB080887		1.3772	49.3	$67.90		$81.75
		AG-Farm Bur.Discount					-$2.47		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.73		
08/17/15	72111789	Propane	NJFB080887		1.35868	42.9	$58.29		$72.46
		AG-Farm Bur.Discount					-$2.15		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.73		
08/24/15	72350446	Propane	NJFB080887		1.36223	48.2	$65.66		$79.41
		AG-Farm Bur.Discount					-$2.41		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.57		
08/31/15	72589732	Propane	NJFB080887		1.35878	42.4	$57.61		$71.65
		AG-Farm Bur.Discount					-$2.12		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.57		
		TOTAL BULK				235.4	$391.40		$391.40
		TOTAL CYLINDER				0.0	$0.00		$0.00
		TOTAL OTHER				0.0	$0.00		$0.00

	Extended Amount	Taxes	Amount Due
LOCATION TOTAL	$391.40	$0.00	$391.40

AmeriGas
291 Scott Ave
Woodbine NJ 08270
888-397-7773
www.amerigas.com

AmeriGas®

ACCOUNT NUMBER: 200571905
AMOUNT DUE: $1,508.48
TERMS: Due 30 Days From Invoice

INVOICE NO: 802472615
INVOICE DATE: 08/31/2015
BILL TO: sun valley orchards
32 VESTRY RD
SWEDESBORO NJ 08085-1272

LOCATION:
sun valley orchard/Labor cmp1
1321 RT 45
HARRISONVILLE NJ 08039

SHIP-TO NUMBER: 100586146 DELIVERED BY: AmeriGas

Detail of Current Activity

Date	Ref No.	Description	PO Number	Misc. ID	Unit Price	Quantity	Extended Amount	Taxes	Amount Due
08/24/15	72350444	Propane	NJFB080887		1.36223	3.8	$5.18		$21.15
		AG-Farm Bur Discount					-$0.19		
		HazMat Fee - T					$10.59		
		Fuel Recovery Fee-T					$5.57		
		TOTAL BULK				3.8	$21.15		$21.15
		TOTAL CYLINDER				0.0	$0.00		$0.00
		TOTAL OTHER				0.0	$0.00		$0.00

	Extended Amount	Taxes	Amount Due
LOCATION TOTAL	$21.15	$0.00	$21.15

AmeriGas
America's Propane Company

LOCATION # 5706
200 SCOTT AVE
WOODBINE, NJ
08270

PHONE:
888-597-7773
__****

ACCOUNT NUMBER: 100586148 FXD
TICKET NUMBER: 0071645471

SUN VALLEY ORDCHARS/ LAB CMP BLD 2
1321 RT 45
HARRISONVILLE NJ 08039
6097435622

BILLING ADDRESS
32 VESTRY RD
SWEDESBORO NJ 08085-1272

PURCHASE ORDER NUMBER	RELEASE NUMBER	
NJFB080887	***	THANK YOU

PREVIOUS DELIVERY			TANK				
DATE	GALLONS	% STOP	CAPACITY	LOC.	UNIQUE ID	TICKET PRINT DATE	07/31/15
07/27/15	57.7	80	124.0	*	A 1147	RESERVE DATE	08/03/15
						GRID NUMBER	UUFCC3
ORDER INSTRUCTIONS:					PRINT # 0	PFI DATE:	03/09/20
						PFI CODE:	PASS

DELIVERY DIRECTIONS
LABOR CAMP BUILDING #2 1321 RT 45

DELIVERY INSTRUCTIONS

TEMPERATURE COMPENSATED @ 60° F

LPG / PROPANE

SALE # 9548 DATE 08/03/15 13:51:29
COUNT: START 0.0 END 52.6
NET DELIVERY 52.6 GALLONS
1075 LPG LPG 1
VOLUME CORRECTED TO 60.0°F

GALLONAGE READING START
GALLONAGE READING FINISH

PREVIOUS BALANCE	% START	% END
1959.13	38	80

GALLONS ORDERED	GALLONS DELIVERED
	52.6

RATE	AMOUNT
TOTAL TAX AMOUNT	

RATES AND TAX DETAIL AVAILABLE UPON REQUEST

FUEL SURCHARGE	
HAZMAT FEE	
SERVICE FEE	
TOTAL THIS DELIVERY	
TOTAL AMOUNT DUE	
AMOUNT PAID ☐ CASH ☐ CREDIT CARD ☐ CHECK #	

DELIVERY DATE	TRUCK NO.	DRIVER NUM
8/3/15	3187S9	1265

X
CUSTOMER'S SIGNATURE

AmeriGas
America's Propane Company

LOCATION # 5706
200 SCOTT AVE
WOODBINE, NJ
08270

PHONE:
888-597-7773
__****

ACCOUNT NUMBER: 100586148 FXD
TICKET NUMBER: 0071918096

SUN VALLEY ORDCHARS/ LAB CMP BLD 2
1321 RT 45
HARRISONVILLE NJ 08039
6097435622

BILLING ADDRESS
32 VESTRY RD
SWEDESBORO NJ 08085-1272

PURCHASE ORDER NUMBER	RELEASE NUMBER	
NJFB080887	***	THANK YOU

PREVIOUS DELIVERY			TANK				
DATE	GALLONS	% STOP	CAPACITY	LOC.	UNIQUE ID	TICKET PRINT DATE	08/06/15
08/03/15	52.6	80	124.0	*	A 1147	RESERVE DATE	08/10/15
						GRID NUMBER	UUFCC3
ORDER INSTRUCTIONS:					PRINT # 0	PFI DATE:	03/09/20
						PFI CODE:	PASS

DELIVERY DIRECTIONS
LABOR CAMP BUILDING #2 1321 RT 45

DELIVERY INSTRUCTIONS

TEMPERATURE COMPENSATED @ 60° F

LPG / PROPANE

SALE # 9605 DATE 08/10/15 16:04:54
COUNT: START 0.0 END 49.3
NET DELIVERY 49.3 GALLONS
1075 LPG LPG 1
VOLUME CORRECTED TO 60.0°F

GALLONAGE READING START
GALLONAGE READING FINISH

PREVIOUS BALANCE	% START	% END
2287.13	38	80

GALLONS ORDERED	GALLONS DELIVERED
	49.3

RATE	AMOUNT
TOTAL TAX AMOUNT	

RATES AND TAX DETAIL AVAILABLE UPON REQUEST

FUEL SURCHARGE	
HAZMAT FEE	
SERVICE FEE	
TOTAL THIS DELIVERY	
TOTAL AMOUNT DUE	
AMOUNT PAID ☐ CASH ☐ CREDIT CARD ☐ CHECK #	

DELIVERY DATE	TRUCK NO.	DRIVER NUM
8/10/15	3187S9	1265

X
CUSTOMER'S SIGNATURE

AmeriGas
America's Propane Company

LOCATION # 5706
200 SCOTT AVE
WOODBINE, NJ
08270

PHONE:
888-397-7773
--****

ACCOUNT NUMBER: 100586148 FXD
TICKET NUMBER: 0072589732

SUN VALLEY ORDCHARS/ LAB CMP BLD 2
1321 RT 45
HARRISONVILLE NJ 08039
6097435622

BILLING ADDRESS
32 VESTRY RD
SWEDESBORO NJ 08085-1272

PREVIOUS BALANCE	% START	% END
1304.84	45	92

GALLONS ORDERED	GALLONS DELIVERED
	45.4

RATE	AMOUNT
TOTAL TAX AMOUNT	

RATES AND TAX DETAIL AVAILABLE UPON REQUEST

FUEL SURCHARGE	
HAZMAT FEE	
SERVICE FEE	
TOTAL THIS DELIVERY	
TOTAL AMOUNT DUE	
AMOUNT PAID ☐ CASH ☐ CREDIT CARD ☐ CHECK #	

DELIVERY DATE	TRUCK NO	DRIVER NUMBER
8/31/15	31789	[illegible]

X
CUSTOMER'S SIGNATURE

TEMPERATURE COMPENSATED @ 60° F

LPG / PROPANE

SALE # 9670 DATE 08/17/15 13:13:19
COUNT: START 0.0 END 42.9
NET DELIVERY 42.9 GALLONS
1075 LPG LPG
VOLUME CORRECTED TO 60.0°F

GALLONAGE READING START

GALLONAGE READING FINISH

PURCHASE ORDER NUMBER	RELEASE NUMBER	
NJFB080887	***	THANK YOU

PREVIOUS DELIVERY

DATE	GALLONS	% STOP	CAPACITY	LOC	UNIQUE ID
08/24/15	48.2	80	124.0	*	A 1147

TANK

TICKET PRINT DATE	08/28/15
RESERVE DATE	08/31/15
GRID NUMBER	UUFCC3
PFI DATE:	03/09/20
PFI CODE:	PASS

ORDER INSTRUCTIONS: *

PRINT # 0

DELIVERY DIRECTIONS

LABOR CAMP BUILDING #2 1321 RT 45

DELIVERY INSTRUCTIONS

AmeriGas
America's Propane Company

LOCATION # 5706
200 SCOTT AVE
WOODBINE, NJ
08270

PHONE:
888-397-7773
--****

100586148 FXD 0072111789

SUN VALLEY ORDCHARS/ LAB CMP BLD 2
1321 RT 45
HARRISONVILLE NJ 08039
6097435622

BILLING ADDRESS
32 VESTRY RD
SWEDESBORO NJ 08085-1272

TEMPERATURE COMPENSATED @ 60° F

LPG / PROPANE

SALE # 9670 DATE 08/17/15 13:13:19
COUNT: START 0.0 END 42.9
NET DELIVERY 42.9 GALLONS
1075 LPG LPG
VOLUME CORRECTED TO 60.0°F

GALLONAGE READING START

GALLONAGE READING FINISH

PURCHASE ORDER NUMBER	RELEASE NUMBER	
NJFB080887	***	THANK YOU

PREVIOUS DELIVERY

DATE	GALLONS	% STOP	CAPACITY	LOC	UNIQUE ID
08/10/15	49.3	80	124.0	*	A 1147

TANK

TICKET PRINT DATE	08/13/15
RESERVE DATE	08/17/15
GRID NUMBER	UUFCC3
PFI DATE:	03/09/20
PFI CODE:	PASS

PRINT # 0

ORDER INSTRUCTIONS: *

DELIVERY DIRECTIONS

LABOR CAMP BUILDING #2 1321 RT 45

DELIVERY INSTRUCTIONS

GALLONS ORDERED	GALLONS DELIVERED
2746.58	49.9

RATE	AMOUNT
TOTAL TAX AMOUNT	

RATES AND TAX DETAIL AVAILABLE UPON REQUEST

FUEL SURCHARGE	
HAZMAT FEE	
SERVICE FEE	
TOTAL THIS DELIVERY	
TOTAL AMOUNT DUE	
AMOUNT PAID ☐ CASH ☐ CREDIT CARD ☐ CHECK #	

DELIVERY DATE	TRUCK NO	DRIVER NUMBER
8/17/15	31789	[illegible]

X
CUSTOMER'S SIGNATURE

Exhibit R2


SHOPRITE
Wines & Spirits
WINES & SPIRITS
MEMORIAL DAY SALE
DISCOUNTS AVAILABLE ON:
• Mixed Cases of Spirits
• Mixed Cases of Wine
Prices Effective 5/17 thru 6/6/17
Tito's Vodka 29.99 1.75 L
Absolut Vodka 29.99 1.75 L
Dewars Scotch 32.99 1.75 L
Svedka Vodka 80 19.99 1.75 L
Tanqueray Gin 34.99 1.75 L
Captain Morgan 25.99 1.75 L
1800 Tequila 39.99 1.75 L
BEER
Heineken or Corona 27.99
Bud Reg. or Light, Coors Light or Miller Lite 18.99
Yeungling Lager 18.99
Mike's Flavors of America 13.99
Visit us online at shoprite.com/winesandspirits
Check Ibotta or bevRAGE for Instant Rebates
Cruzan Rums 1.75 L
17.99 -5.00 Final Cost 12.99
ShopRite Liquor Coupon
Papi Sangria 6.99 1.00
ShopRite Liquor Coupon
FOXHOLLOW 4.99
ShopRite Liquor Coupon
$1.00 Off 18-pack beer in stock

AR - 1116

Exhibit R3

Employee Census Hours/Month

SUN VALLEY ORCHARDS LLC

Pay Date	From: Jan 01,2015	Thru: Dec 31,2015
Pay Period Ending	From:	Thru:
Work Date	From:	Thru:

First Name	Last Name	Start Date ~~of Birth~~	Zip Code	Gender	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours	Hrs / Week 52 Wk Yr	Total Wages
Miguel	Elizondo Soto	6/8/2015	36044	M	.00	.00	.00	.00	.00	261.95	412.94	40.37	.00	.00	.00	.00	715.26	13.76	5,531.33
Jose	Islas Larraga	4/24/2015	91709	M	.00	.00	.00	38.50	439.33	155.42	.00	.00	.00	.00	.00	.00	633.25	12.18	5,815.10
Luis	Luna Gonzalez	6/8/2015	37800	M	.00	.00	.00	.00	.00	302.00	360.14	46.25	.00	.00	.00	.00	708.39	13.62	5,992.73
Dario	Morales Acosta	6/8/2015	36044	M	.00	.00	.00	.00	.00	126.68	313.66	46.00	.00	.00	.00	.00	486.34	9.35	4,146.67
Rodrigo	Raya Tapia	6/8/2015	36044	M	.00	.00	.00	.00	.00	321.99	331.17	36.90	.00	.00	.00	.00	690.06	13.27	5,654.76
Jose	Silva Lopez	6/8/2015	36044	M	.00	.00	.00	.00	.00	354.34	464.52	40.33	.00	.00	.00	.00	859.19	16.52	6,603.51
Grand Total:					.00	.00	.00	38.50	439.33	1,522.38	1,882.43	209.85	.00	.00	.00	.00	4,092.49		33,744.10

Contract Dates

4/13/15 - 10/10/15 26 weeks @ 40hrs/wk = 1040 Hours @ 75% = 780 hours

6/1/15 - 10/10/15 19 weeks @ 40 hrs/wk = 760 Hours @ 75% - 570 hours

Exhibit R4

Al Foote

42 Swedesboro Rd.
Monroeville,NJ 08343
TAX ID# 27-3210588
Tel: 856-466-8879
Email: AFRS81610@GMAIL.COM
A. Foote Repair Service, LLC

CUSTOMER #: 00000414 DATE: 04/04/17

SUN VALLEY ORCHARDS LLC
29 VESTRY ROAD
SWEDESBORO, NJ 08085
Contact: JOE MARINO

Tel: 769-5280
Cellular: 609-685-2576
Fax: 769-5213

INVOICE #: 00006106

NOTES:

Equipment type: 1993 CHEVY VAN
Other info: #1
Serial number: 2GBHG35J4P4148686
Received on 07/18/15 at 8:22 am
Checked in by: AL FOOTE
Collect on 07/18/15 at 8:22 am

		Cost ($)
1 EA V-BELT (7445) @ 15.08 per EA		15.08
1 EA V-BELT (7480) @ 14.52 per EA		14.52
3.25 hrs ROAD labor @ 80.00 per hr by AL FOOTE		260.00
	Subtotal:	289.60
	LABOR TAX:	18.20
	PARTS TAX:	0.00
Paid by: Check	Amount paid:	307.80

WORK COMPLETED: COMPLETED: 07/18/15

Description of work/problem: NO RUN

ROAD CALL TO CAMP FOR 2 BUSES NOT RUNNING, GOT RUNNING, WENT BACK TO REPLACE BELTS

MILES 391495

#2

Al Foote
42 Swedesboro Rd.
Monroeville,NJ 08343
TAX ID# 27-3210588
Tel: 856-466-8879
Email: AFRS81610@GMAIL.COM
A. Foote Repair Service, LLC

CUSTOMER #: 00000414 DATE: 04/04/17

SUN VALLEY ORCHARDS LLC
29 VESTRY ROAD
SWEDESBORO, NJ 08085
Contact: JOE MARINO

Tel: 769-5280
Cellular: 609-685-2576
Fax: 769-5213

INVOICE #: 00006039

NOTES:

Equipment type: 1998 GMC 3500
Other info: 6.5 DIESEL
Serial number: 8W10266263
Received on 07/03/15 at 8:02 am
Checked in by: AL FOOTE
Collect on 07/03/15 at 8:02 am

		Cost ($)
2.50 hrs ROAD labor @ 80.00 per hr by AL FOOTE		200.00
	Subtotal:	200.00
	LABOR TAX:	14.00
	PARTS TAX:	0.00
Paid by: Check	Amount paid:	214.00

WORK COMPLETED: COMPLETED: 07/03/15

Description of work/problem: BRAKES

R/R DRIVER BRAKE HOSE

GAP040 Preventative Maintenance and Unscheduled Maintenance/Repair Log for Field and Harvest Operations

Equipment Name: Buss # 3

Equipment Code:

Preventative Maintenance-Unscheduled Maintenance/Repair-Description:

change oil & filter change air & fuel filter check wipers & horn check lights check air pressure in tires check front end replace wiper blades replace sway bar bushings

Date Completed:

Completed By (Print & Sign): Len Fleming [signature]

Post Maintenance Sanitation Completed-Description:

Date Completed:

Completed By (Print & Sign):

Management Verification_____ Date_____

CAP040 Preventative Maintenance and Unscheduled Maintenance/Repair Log for Field and Harvest Operations

Equipment Name: Bass #4

Equipment Code:

Preventative Maintenance-Unscheduled Maintenance/Repair-Description:

Change oil & filter and filter,
fuel filter check wipers & horn
check lights check and pressure
in tires
replace wiper blades
replace 2 marker bulbs

Date Completed:

Completed By (Print & Sign): Ken Fleming K

Post Maintenance Sanitation Completed-Description:

Date Completed:

Completed By (Print & Sign):

Management Verification_____Date_____

9

Al Foote
42 Swedesboro Rd.
Monroeville,NJ 08343
TAX ID# 27-3210588
Tel: 856-466-8879
Email: AFRS81610@GMAIL.COM
A. Foote Repair Service, LLC

CUSTOMER #: 00000414 DATE: 04/04/17

SUN VALLEY ORCHARDS LLC
29 VESTRY ROAD
SWEDESBORO, NJ 08085
Contact: JOE MARINO

Tel: 769-5280
Cellular: 609-685-2576
Fax: 769-5213

INVOICE #: 00006040

NOTES:

Equipment type: 1989 GMC VANDURA 3500
Serial number: J7530957
Received on 07/03/15 at 8:04 am
Checked in by: AL FOOTE
Collect on 07/03/15 at 8:04 am

		Cost ($)
1.00 hrs ROAD labor @ 80.00 per hr by AL FOOTE		80.00
	Subtotal:	80.00
	LABOR TAX:	5.60
	PARTS TAX:	0.00
Paid by: Check	Amount paid:	85.60

WORK COMPLETED: COMPLETED: 07/03/15

Description of work/problem: NO RUN

REPAIR PLUG WIRES
39087 MILES

GAP040 Preventative Maintenance and Unscheduled Maintenance/Repair Log for Field and Harvest Operations

Equipment Name: Buss #12

Equipment Code:

Preventative Maintenance-Unscheduled Maintenance/Repair-Description:

Change oil + filter fuel filter
air filter grease check air pressure
Check hights wipers & horn
replaced 2 marker Bulbs
change Baldline

Date Completed:

Completed By (Print & Sign):

Post Maintenance Sanitation Completed-Description:

Date Completed:

Completed By (Print & Sign): Len Flemis Len Flemis

Management Verification_____Date_____

Al Foote

42 Swedesboro Rd.
Monroeville,NJ 08343
TAX ID# 27-3210588
Tel: 856-466-8879
Email: AFRS81610@GMAIL.COM
A. Foote Repair Service, LLC

CUSTOMER #: 00000414 DATE: 04/04/17

SUN VALLEY ORCHARDS LLC
29 VESTRY ROAD
SWEDESBORO, NJ 08085
Contact: JOE MARINO

Tel: 769-5280
Cellular: 609-685-2576

INVOICE #: 00005722

NOTES:

Equipment type: 2000 FORD E350 BUS #200
Other info: 7.3 LITER
Serial number: 1FDXE45F4YHB30604
Received on 04/21/15 at 7:37 am
Checked in by: AL FOOTE
Collect on 04/21/15 at 7:37 am

		Cost ($)
1 EA INNER TIE ROD (269-6070) @ 148.17 per EA		148.17
1 EA INNER TIE ROD (269-5119) @ 96.41 per EA		96.41
1 EA OUT TIE ROD (269-2839) @ 60.57 per EA		60.57
1 EA OUTER TIE ROD (269-2840) @ 60.57 per EA		60.57
1 EA CARRIER BEARING (PHB88508A) @ 20.76 per EA		20.76
1 EA SWAY BAR BUSHING (HB-1672) @ 13.31 per EA		13.31
1 EA OIL FLITER 1734 (1734) @ 14.82 per EA		14.82
4 GAL OIL (15W40NAPA) @ 14.25 per GAL		57.00
1 EA FUEL FILTER 3818 (3818) @ 27.61 per EA		27.61
1 EA BULB 921 (921) @ 2.42 per EA		2.42
5.00 hrs SHOP labor @ 65.00 per hr by AL FOOTE		325.00
	Subtotal:	826.64
	LABOR TAX:	22.75
	PARTS TAX:	0.00
Paid by: Check	Amount paid:	849.39

WORK COMPLETED: COMPLETED: 05/26/15

Description of work/problem: FEND

222883 MILES
OIL CHANGE, GREASE, R/R INNER ,OUTER TIE ROD ENDS, R/R CARRIER BEARING ON DRIVE SHAFT, R/R SWAY BAR BUSHINGS, R/R 1 MARKER BULB, R/R FUEL FILTER , CHECK FOR CODES, CHECK ALL FUIDS, AIR TIRES

A FOOTE REPAIR SERVICE

Al Foote
42 Swedesboro Rd.
Monroeville,NJ 08343
TAX ID# 27-3210588
Tel: 856-466-8879
Email: AFRS81610@GMAIL.COM
A. Foote Repair Service, LLC

DATE: 04/04/17

CUSTOMER #: 00000414

SUN VALLEY ORCHARDS LLC
29 VESTRY ROAD
SWEDESBORO, NJ 08085
Contact: JOE MARINO

Tel: 769-5280
Cellular: 609-685-2576

INVOICE #: 00005636

NOTES:

Equipment type: 2000 FORD E350 BUS 205
Serial number: 1FDXE45F3YHB30688
Received on 03/21/15 at 6:57 am
Checked in by: AL FOOTE
Collect on 03/21/15 at 6:57 am

		Cost ($)
2 EA BLEEDER SCREW FORD (6858) @ 2.38 per EA		4.76
9 FT 3/16 BRAKE LINE (641-5473) @ 2.25 per FT		20.25
2 PINT BRAKE FLUID (BRKFLDDOT3) @ 4.25 per PINT		8.50
1 EA FUEL ADDITIVE DZL CLEAN (10062148) @ 12.15 per EA		12.15
2.50 hrs SHOP labor @ 65.00 per hr by AL FOOTE		162.50
	Subtotal:	208.16
	LABOR TAX:	11.38
	PARTS TAX:	0.00
Paid by: Check	Amount paid:	219.54

WORK COMPLETED:

COMPLETED: 03/23/15

Description of work/problem: BRAKE LINE

CHECK OVER FUEL SYTEM, R/R BRAKE LINE TO REAR BRAKES
228631 MILES

GAP040 Preventative Maintenance and Unscheduled Maintenance/Repair Log for Field and Harvest Operations

Equipment Name: Buss 220

Equipment Code: Gmc

Preventative Maintenance-Unscheduled Maintenance/Repair-Description:

Change oil & filter Fuel filter
air filter grease check air
pressure tires check lights
& horn & wipers
replace turn signal Bulb
replace left head light

Date Completed:

Completed By (Print & Sign):

Post Maintenance Sanitation Completed-Description:

Date Completed:

Completed By (Print & Sign): Lee Fleming

Management Verification_____ Date_____

Al Foote

42 Swedesboro Rd.
Monroeville,NJ 08343
TAX ID# 27-3210588
Tel: 856-466-8879
Email: AFRS81610@GMAIL.COM
A. Foote Repair Service, LLC

CUSTOMER #: 00000414 DATE: 04/04/17

SUN VALLEY ORCHARDS LLC
29 VESTRY ROAD
SWEDESBORO, NJ 08085
Contact: JOE MARINO

Tel: 769-5280
Cellular: 609-685-2576

INVOICE #: 00005712

NOTES:

Equipment type: 1999 GMC BW3500
Other info: 6.5 LITER
Serial number: 052772
Received on 04/10/15 at 8:18 am
Checked in by: AL FOOTE
Collect on 04/10/15 at 8:18 am

		Cost ($)
1 EA BULB (194) @ 1.10 per EA		1.10
1 EA BULB 1157 (1157) @ 1.50 per EA		1.50
1 EA DEXTRON 6 (ATF6) @ 4.77 per EA		4.77
.25 GALLON OIL (15W40SRT) @ 16.52 per GALLON		4.13
1 EA LEN (MISCPART) @ 2.50 per EA		2.50
1.50 hrs SHOP labor @ 65.00 per hr by AL FOOTE		97.50
	Subtotal:	111.50
	LABOR TAX:	6.82
	PARTS TAX:	0.00
Paid by: Check	Amount paid:	118.32

WORK COMPLETED: COMPLETED: 04/10/15

Description of work/problem: LOOK OVER

CHECK BUS OVER, TOP OFF FLUIDS, REPAIR LIGHTS
215795 MILES

Exhibit R5

Potential MSPA Violations Checklist

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

Name and address of person investigated:

(Typed or stamped address of AO)

A review of your business operations subject to the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) disclosed the potential violations of the Act shown on this preliminary report. The investigation report of the Compliance Officer(s) will be reviewed to establish whether there were MSPA violations and what, if any, further action will be taken by the Wage and Hour Division.

If it is subsequently determined that civil money penalties are to be assessed against you for any or all of the MSPA violations disclosed, you will be advised by letter concerning specific violations involved and the civil money penalty amounts to be assessed. Persons who violate the provisions of MSPA are subject to both criminal and civil sanctions.

		MSPA Sections Violated			FLC	AE	AA	User	HP
		Migrant Workers	Both	Seasonal Workers					
Employment Conditions Disclosure	1. Failure to disclose employment conditions to workers	201(a) 201(g)		301(a), 301(f)					
	2. Failure to post MSPA poster at worksite	201(b)		301(b)					
	3. Misrepresenting employment conditions to workers	201(f)		301(e)					
Working arrangements	4. Breach of working arrangements with workers	202(c)		302(c)					
Recordkeeping	5. Failure to make/keep employer records	201(d)(1)		301(c)(1)					
	6. Failure ot provide wage statement to workers	201(d)(2)		301(c)(2)					
	7. Failure to provide records to growers	201(e)		301(d)					
	8. Failure to maintain records provided by FLC	210(e)		301(d)					
Prompt payment	9. Failure to pay wages when due	202(a)		302(a)					
Worker purchases	10. Restricting workers' purchases of goods or services	202(b)		302(b)					
Housing standards	11. Failure to post housing conditions	201(c)		NA					
	12. Failure to ensure housing safety and health	203(a)and(b)		NA					
Transportation	13. Failure to provide safe transportation vehicles		401(b)(1)(A), 401(b)(2)(C)						
	14. Failure to ensure that each driver of a transportation vehicle has a valid license		401(b)(1)(B)						
	15. Failure to obtain prescribed insurance coverage for transportation vehicles		401(b)(1)(C)						
General Provisions									
Registration	16. Utilizating services of unregistered FLC		402						
Discrimination	17. Discriminating against worker who files complaint or testifies, etc.		505						
Investigative activity	18. Interfering with DOL official during investigation		512(c)						

Farm Labor Contractor Violations			
Registration	19. Failure to register	101(a)	
	20. Failure to register employee	101(b)	
	21. Failure to exhibit certificate	101(c)	
	22. Knowingly made misrepresentations in application	103(a)(1)	
	23. Failure to comply with any court judgement or final order of secretary	103(a)(4)	
	24. Was not the real party in interest	103(a)(2)	
	25. Transported workers without certificate authorization	101(a)	
	26. Failure to provide notice of change of permanent residence	105(2)(c)	
	27. Failure to provide notice of change of permanent residence	105(1)	
	28. Failure to apply to amend certificate to engage in another contracting activity, to use another vehicle or to use another real property site for housing	105(2)	
Illegal aliens	29. Engaged in illegal aliens	106	
Agreements with users	30. Failure to abide by agreements with employers and associations	404	

Compliance Officer(s) Date

Name and Title of Individual Receiving Form Date

FLC Farm Labor Contractor
AE Agricultural Employer
AA Agricultural Association
User User
HP Housing Provided

AR - 1131

WH-517
Rev. 11/88

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
3131 Princeton Pike, Bldg.5, Rm.216
Lawrenceville, New Jersey 08648
(609) 989-2247

DATE: 5/9/2013 INVESTIGATOR: Will Perez + Will Jemison

FARM NAME: SUN VALLEY ORCHARDS
STREET: 29 VESEY RD
CITY, STATE, ZIP: SWEDESBORO, NJ 08085

A housing inspection was conducted on the above date at your camp located at: 321 Route 45 South Harrison, NJ

This facility failed this inspection for the following reasons:

1.	OPENINGS IN SHELTER NOT SCREENED WITH 16 MESH MATERIAL.
2.	TOILETS IN AN UNSANITARY CONDITION.
3.	TOILET ROOMS NOT CLEAN DAILY.
4.	DOOR DOORS NOT IN GOOD REPAIR OR TIGHT FITTING.
5.	WIRING AND LIGHTING FIXTURES IN AN UNSAFE CONDITION.
6.	FLAMMABLE OR FLAMMABLE LIQUIDS STORED IN OR ADJACENT TO LIVING QUARTERS
7.	TOILET PAPER NOT PROVIDED IN ADEQUATE SUPPLY.
8.	
9.	
10.	
11.	
12.	

You must correct the violations listed above immediately. A re-inspection will be conducted by the Investigator(s) to determine if the violations have been corrected.

In accordance with MSPA Regulation 500.143 you may be subject to a Civil Money Penalty assessment and/ or other sanction as a result of these violations. Uncorrected violations are subject to a higher penalty than conditions which are corrected immediately. You will be notified separately if there is a determination to assess a Civil Money Penalty.

SIGNATURE OF INVESTIGATOR(S):

5/9/2013 5/9/13

TYPE INSPECTION	
X	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	B

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	Oldmans
COUNTY	Salem

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR: Russell J. Marino

TRADE NAME: Sun Valley Orchards

OWNER/OPERATOR ADDRESS: 32 Vestry Rd. Swedesboro, NJ.

NAME OF OWNER REPRESENTATIVE: Russell J. Marino

OCCUPANTS		MAXIMUM HOUSED	CROP/ACTIVITY		LABOR SOURCE		MONTHS HOUSED			
NONE			TRUCK	X	CREW		JAN		JULY	X
ADULT MALE			POTATO		WALK-IN		FEB		AUG	X
ADULT FEMALE		64	ORCHARD	X	CONTRACT	X	MAR		SEPT	X
Minors	0-5	LEGAL	FOOD PROC.		DAY HAUL		APR.	X	OCT	X
	6-11	64	NURSERY		NUMBER BUILDINGS		MAY	X	NOV	X
	12-15	ACTUAL	BLUEBERRY				JUNE	X	DEC	
Total		6	OTHER		2		YEAR – ROUND			

INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS		Appears at time of inspection Acceptable/Unacceptable		If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site			Est by: South Jersey Water Test
2	Water ☒ Private ☐ Munic.			
3	Waste Disposal			
4	Housing			
5	Screening			
6	Heating			
7	Electric			
8	Toilets			
9	Bathing, Laundry			
10	Cooking			
11	Garbage Refuse			
12	Rodent Control			
13	Sleeping Facilities			
14	Fire Safety			
Conditions to be corrected by:				
Date				

Person Served: Russell J. Marino (Print Name) Date/Time Served 4-1-14

Inspector: [illegible] (Print Name) [signature] (Signature) Date of Inspection 4-1-14

MW-298 (R-5-06) ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

TYPE INSPECTION	
X	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	S. Harrison
COUNTY	Gl.

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR: Russell J. Marino

TRADE NAME: Sun Valley Orchards

OWNER/OPERATOR ADDRESS: 30 Vestry Rd. Swedesboro NJ. 08085

NAME OF OWNER REPRESENTATIVE: Russell J. Marino

OCCUPANTS		MAXIMUM HOUSED
NONE		
ADULT MALE		
ADULT FEMALE		
Minors	0-5	
	6-11	
	12-15	
Total		

136 LEGAL

136 ACTUAL

0

CROP/ACTIVITY		LABOR SOURCE		MONTHS HOUSED			
TRUCK	X	CREW		JAN		JULY	X
POTATO		WALK-IN	X	FEB		AUG	X
ORCHARD	X	CONTRACT	X	MAR	X	SEPT	X
FOOD PROC.		DAY HAUL		APR.	X	OCT	X
NURSERY		NUMBER BUILDINGS		MAY	X	NOV	X
BLUEBERRY				JUNE	X	DEC	
OTHER		2		YEAR – ROUND			

	INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS	Appears at time of inspection Acceptable/Unacceptable	If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site		
2	Water ☒ Private ☐ Munic.	X	By South Jersey Water Test
3	Waste Disposal		
4	Housing		
5	Screening		
6	Heating		
7	Electric		
8	Toilets		Camp on 321 R. 45 S. Harrison Twp.
9	Bathing, Laundry		
10	Cooking		
11	Garbage Refuse		
12	Rodent Control		
13	Sleeping Facilities		
14	Fire Safety		
Conditions to be corrected by:			
Date			

Person Served: Russell J. Marino (Print Name) Date/Time Served: 8-25-15

Inspector: [illegible] (Print Name) H. C[illegible] (Signature) Date of Inspection: 8-25-15

MW-298 (R-5-06) ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

TYPE INSPECTION	
X	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	S. Harrison
COUNTY	Glo.

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR: Russell Marino

TRADE NAME: Marino Bros.

OWNER/OPERATOR ADDRESS: 32 Vestry Rd. Swedesboro NJ 08085

NAME OF OWNER REPRESENTATIVE: Agustin Hernandez

OCCUPANTS		MAXIMUM HOUSED	CROP/ACTIVITY		LABOR-SOURCE		MONTHS HOUSED			
NONE			TRUCK	X	CREW		JAN		JULY	X
ADULT MALE			POTATO		WALK-IN	X	FEB		AUG	X
ADULT FEMALE		136	ORCHARD		CONTRACT		MAR		SEPT	X
Minors	0-5	LEGAL	FOOD PROC.		DAY HAUL		APR.	X	OCT	X
	6-11	136	NURSERY		NUMBER BUILDINGS		MAY	X	NOV	X
	12-15	ACTUAL	BLUEBERRY				JUNE	X	DEC	
Total		0	OTHER		3		YEAR – ROUND			

INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS			Appears at time of inspection Acceptable/Unacceptable		If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site				
2	Water	☒ Private ☐ Munic.			Premises Acceptable for
3	Waste Disposal				Occupancy under OSHA Std.
4	Housing				
5	Screening				
6	Heating				
7	Electric				
8	Toilets				
9	Bathing, Laundry				
10	Cooking				
11	Garbage Refuse				
12	Rodent Control				
13	Sleeping Facilities				
14	Fire Safety				
Conditions to be corrected by:					
Date					

Person Served Agustin Hernandez (Print Name) Date/Time Served 3-28-11

Director H. Lagoner (Print Name) H. Peyser (Signature) Date of Inspection 3-28-11

MW-298 (R-5-06) ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

TYPE INSPECTION	
	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	
COUNTY	

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR
TRADE NAME
OWNER/OPERATOR ADDRESS
NAME OF OWNER REPRESENTATIVE

OCCUPANTS		MAXIMUM HOUSED	CROP/ACTIVITY		LABOR SOURCE		MONTHS HOUSED			
NONE		136	TRUCK	X	CREW		JAN		JULY	X
ADULT MALE		LEGAL 136	POTATO		WALK-IN	X	FEB		AUG	X
ADULT FEMALE		ACTUAL 20	ORCHARD		CONTRACT		MAR		SEPT	X
Minors	0-5		FOOD PROC.		DAY HAUL		APR.	X	OCT	X
	6-11		NURSERY		NUMBER BUILDINGS 3		MAY	X	NOV	X
	12-15		BLUEBERRY				JUNE	X	DEC	
Total			OTHER				YEAR – ROUND			

	INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS		Appears at time of inspection Acceptable	Appears at time of inspection Unacceptable	If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site				
2	Water ☐ Private ☐ Munic.				
3	Waste Disposal				
4	Housing				
5	Screening				
6	Heating				
7	Electric				
8	Toilets				
9	Bathing, Laundry				
10	Cooking				
11	Garbage Refuse				
12	Rodent Control				
13	Sleeping Facilities				
14	Fire Safety				
Conditions to be corrected by:					
Date					

Person Served _____ Date/Time Served _____
Print Name

Inspector _____ Date of Inspection _____
Print Name Signature

MW-298 (R-5-06) ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

TYPE INSPECTION	
X	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	S. Harrison
COUNTY	Glo.

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR: Russell Marino

TRADE NAME: Marino Bros.

OWNER/OPERATOR ADDRESS: * 32 Vestry Rd Swedesboro, NJ 08085

NAME OF OWNER REPRESENTATIVE: Russell Marino

OCCUPANTS			CROP/ACTIVITY		LABOR SOURCE		MONTHS HOUSED			
NONE		MAXIMUM HOUSED	TRUCK	X	CREW		JAN		JULY	X
ADULT MALE			POTATO		WALK-IN	X	FEB		AUG	X
ADULT FEMALE		136	ORCHARD		CONTRACT		MAR		SEPT	X
Minors	0-5	LEGAL	FOOD PROC.		DAY HAUL		APR.	X	OCT	X
	6-11	136	NURSERY		NUMBER BUILDINGS		MAY	X	NOV	X
	12-15	ACTUAL	BLUEBERRY				JUNE	X	DEC	
Total		30	OTHER		3		YEAR – ROUND			

INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS			Appears at time of inspection Acceptable/Unacceptable		If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site				
2	Water ☐ Private ☐ Munic.		X		Test by QC lab
3	Waste Disposal				
4	Housing				
5	Screening				* Camp located on
6	Heating				
7	Electric				1321 RT 45
8	Toilets				So. Harrison Twp.
9	Bathing, Laundry				
10	Cooking				
11	Garbage Refuse				
12	Rodent Control				
13	Sleeping Facilities				
14	Fire Safety				
Conditions to be corrected by:					
Date					

Person Served C. Hernandez (Print Name) Date/Time Served 4-7-2009

Inspector [illegible] (Print Name) [illegible] (Signature) Date of Inspection 4-7-2009

MW-298 (R-5-06) ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

TYPE INSPECTION	
X	PRE OCC.
	POST OCC.
	SPECIAL
CAMP NUMBER	

CAMP INSPECTION REPORT

State of New Jersey
Department of Labor
Division of Wage and Hour Compliance
Trenton, New Jersey 08625-0389

LOCATION DATA	
TOWNSHIP	Shallow
COUNTY	Glouc.

NAME OF CAMP OWNER OR OPERATOR	Russell Marino
TRADE NAME	Marino Bros. Farm
OWNER'S OR OPERATOR'S ADDRESS	32 Vestry Rd Swedesboro NJ 08085
NAME OF OWNER REPRESENTATIVE	Russell Marino

OCCUPANTS

NONE		P.R.	BLACK	OTHER	MAXIMUM HOUSED
MEN					136
WOMEN					
CHILDREN	0-5				LEGAL 136
	6-11				
	12-15				ACTUAL 50
TOTAL					

TYPE CAMP		LABOR SOURCE		SEASON			
TRUCK	X	CREW		JAN.		JULY	X
POTATO		WALK-IN	X	FEB.		AUG.	X
ORCHARD		CONTRACT		MAR.		SEPT.	X
FOOD PROC.		DAY HAUL		APR.	X	OCT.	X
NURSERY		NUMBER BUILDINGS		MAY	X	NOV.	X
BLUEBERRY				JUNE	X	DEC.	X
OTHER		3		YEAR - ROUND	X		

INSPECTION CHECK LIST WAGNER - PEYSER HOUSING REQUIREMENTS			PART 654. SECTION:	THE FOLLOWING VIOLATIONS MUST BE CORRECTED TO OBTAIN APPROVAL
4	Housing Site			H2O test by S Jersey testing LAB
	Water ☒ Private ☒ Munic			EtA StDS OLD CAMP
6	Waste Disposal			OSHA StDS New camp built 2007
7	Housing			
8	Screening			New camp 64 occ → 32 + 32 each room
9	Heating			OLD camp 72 occ
10	Electric			
11	Toilets			
12	Bathing, Laundry			
13	Cooking			
14	Garbage Refuse			
15	Rodent Control			
16	Sleeping Facilites			* NOTE
17	Fire Safety			Supply Fire Elin. For New camp rooms
				Repair screen indoor + Discard old torn [illegible]
				TOTAL

☒ Camp Approved

☐ Camp Not Approved

VIOLATIONS TO BE CORRECTED BY

Date: 4/[illegible] Person Served Augusta Hernández

Inspector H. [illegible] Time Served 4/[illegible]

TYPE INSPECTION	
	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	So. Harrison
COUNTY	Gl.

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR: Russell Marino

TRADE NAME: Marino Bros.

OWNER/OPERATOR ADDRESS: 32 Victory Rd. Swedesboro, N.J. 08085

NAME OF OWNER REPRESENTATIVE: Russell Marino Jr.

OCCUPANTS		MAXIMUM HOUSED	CROP/ACTIVITY		LABOR SOURCE		MONTHS HOUSED			
NONE			TRUCK	X	CREW		JAN		JULY	X
ADULT MALE			POTATO		WALK-IN	✓	FEB		AUG	X
ADULT FEMALE			ORCHARD	X	CONTRACT		MAR		SEPT	X
Minors	0-5	LEGAL 72	FOOD PROC.		DAY HAUL		APR.	X	OCT	X
	6-11		NURSERY		NUMBER BUILDINGS		MAY	X	NOV	X
	12-15	ACTUAL 0	BLUEBERRY				JUNE	X	DEC	
Total			OTHER		2		YEAR – ROUND			

	INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS		Appears at time of inspection Acceptable/Unacceptable		If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site				
2	Water ☐ Private ☐ Munic.				Camp Location: 132 / RT. 45 So. Harrison Twp.
3	Waste Disposal				
4	Housing				Water tested by S. Jersey
5	Screening				Testing Lab
6	Heating				
7	Electric				Trash in Compliance
8	Toilets				
9	Bathing, Laundry				ETA Stamp.
10	Cooking				
11	Garbage Refuse				
12	Rodent Control				
13	Sleeping Facilities				
14	Fire Safety				
Conditions to be corrected by:					
Date					

Person Served: Russell Marino Jr. (Print Name) Date/Time Served 4-10-07 PM

Inspector: [illegible] (Print Name) [signature] Date of Inspection 4-10-07

MW-298 (R-5-06) ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

TYPE INSPECTION		
X	PRE OCC.	
	POST OCC.	
	SPECIAL	
CAMP NUMBER		1

CAMP INSPECTION REPORT

State of New Jersey
Department of Labor
Division of Wage and Hour Compliance
Trenton, New Jersey 08625-0389

LOCATION DATA	
TOWNSHIP	[illegible]
COUNTY	[illegible]

(Camp 1)

NAME OF CAMP OWNER OR OPERATOR	Russell Marino
TRADE NAME	Marino Bros.
OWNER'S OR OPERATOR'S ADDRESS	30 Woodbury Rd Swedesboro NJ
NAME OF OWNER REPRESENTATIVE	Russell Marino

OCCUPANTS

NONE		P.R.	BLACK	OTHER
MEN				
WOMEN				
CHILDREN	0-5			
	6-11			
	12-15			
TOTAL				

MAXIMUM HOUSED: 72
LEGAL: 72
ACTUAL: 3

TYPE CAMP		LABOR SOURCE		SEASON			
TRUCK	X	CREW		JAN.		JULY	
POTATO		WALK-IN	X	FEB.		AUG.	
ORCHARD		CONTRACT		MAR.		SEPT.	
FOOD PROC.		DAY HAUL		APR.	X	OCT.	
NURSERY		NUMBER BUILDINGS: 2		MAY		NOV.	
BLUEBERRY				JUNE		DEC.	
OTHER				YEAR - ROUND			X

	INSPECTION CHECK LIST WAGNER - PEYSER HOUSING REQUIREMENTS		PART 654. SECTION:	THE FOLLOWING VIOLATIONS MUST BE CORRECTED TO OBTAIN APPROVAL
.4	Housing Site			* Rooted by S. Jersey Tech of CAB
	Water ☐ Private ☐ Munic.			
.6	Waste Disposal			
.7	Housing			
.8	Screening			
.9	Heating			
.10	Electric			
.11	Toilets			
.12	Bathing, Laundry			
.13	Cooking			
.14	Garbage Refuse			
.15	Rodent Control			
.16	Sleeping Facilites			
.17	Fire Safety			

☒ Camp Approved

☐ Camp Not Approved

VIOLATIONS TO BE CORRECTED BY

TOTAL

Date: AR - 1140 Person Served Russell Marino Time Served 1PM

Inspector [illegible] Date 7/[illegible]

Housing Occupancy Certificate
New Jersey Seasonal Farm Labor Act

New Jersey Department of Labor
Division of Labor Standards & Safety Enforcement
Division of Wage and Hour Compliance

A. Identifying Information

1. Location of housing inspected:
1321 Rt 45 Swedesboro NJ 08085

Description of housing units and number of units
3 one story Blocks

2a. Name and address of owner of housing units:
Marino Brothers SunValley orchards
32 Vestry Rd
Swedesboro NJ 08085

b. Phone:
(856) 769-3468

3a. Name and address of owner or individual(s) in charge
Russell Marino
32 Vestry Rd
Swedesboro NJ 08085

b. Phone:
(609) 743 5622

4a. Name and address of Farm Labor Contractor, if any

b. Registration Number

5. Date inspection was requested:

6. Expected dates of occupancy
From: 4/2005
To: 11/2005

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

Date of inspection: 4/22/05

Date certificate expires: 12/31/05

Maximum occupancy: 75

X 29 CFR 1910.142 Occupational Safety and Health Administration Regulations

___ 20 CFR Part 654 Employment and Training Administration Regulations

The definition of substantive safety and health standards is given in 29 CFR 500.133.

Special Conditions (if none, write "None."):

Division of Wage and Hour Compliance
P. O. Box 389
Trenton, NJ 08625-0389

(Signature & title of person issuing certificate)

4/22/05
(Date issued)

Important Notice: A copy of this certificate must be posted at the site of the housing cited above. This certificate is valid until December 31st of the year in which it is issued. If, after December 31st of the year in which this certificate was issued, the property identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three years from the date of issuance.

This certificate may be issued based upon our pre-occupancy inspection or during an in-season inspection, but that does not mean that the camp might not be subject to a follow-up inspection later in the season. This inspection does not relieve any person from any legal requirements for compliance under any federal, county, local or other state laws. Receipt and posting of this certificate of occupancy does not relieve the person(s) who own(s) or control(s) this facility or property from the responsibility of ensuring that such facility or property meets the applicable State and Federal safety and health standards. Once such property is occupied, such person(s) shall supervise and continually maintain such facility or property to ensure that it remains in compliance with the applicable safety and health standards.

Housing Occupancy Certificate
Migrant and Seasonal Agricultural Worker Protection Act

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

APR 23 2004

NOTE: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control Number.

OMB No. 1215-0155
Expires: 06-30-05

A. Identifying Information

1. Location of housing inspected: Marino Bros Camp #3, Jill Farm Route 45 North , S Harrison Twp NJ 08344

2. Description of housing units and number of units:

One single story dorm/kitchen building, separate block building with showers and toilets — 3 Units

3a. Name and address of owner of housing units:

Marino Bros Farm
32 Vestry Rd
Swedesboro, NJ 08085

3a. Name and address of individual(s) in charge:

Russ Marino, Jr
~~14 Feathered Lane~~
Woodstown, NJ 08098

b. Phone: 856-769-3468

b. Phone: 856-769-3468

4. Name and Address of Farm Labor Contractor, if any:

5. Date inspection was requested: 04/01/2004

6. Expected dates of occupancy:
From: 05/01/2004
To: 10/23/2004

7. Registration No:

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

Date of Inspection: 04/15/2004

☑ 29 CFR 1910.142 Occupational Safety and Health Administration Regulations

☐ 29 CFR 654 Employment and Training Administration Regulations

Date certificate expires: 04/14/2005

The definition of substantive safety and health standards is given in 29 CFR 500.133

Maximum occupancy 75

Special Conditions (if none, write none):

Replace missing window screen in rear window
Restock or replace first aid kit

Issuing Office Address:

Southern NJ District Office
US Dept. of Labor, ESA Wage & Hour Div
1131 Princeton Pike
Lawrenceville, NJ 08648

John Kelly, Assistant District Director — 04/15/2004

(Signature and Title of Person Issuing Certificate) — (Date Issued)

Important Notice: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance. If after one year from the date of this certificate the property identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three years from the date of issuance.

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

Public Burden Statement

Public reporting burden for this collection of information is estimated to average 3 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Administrator, Wage and Hour Division, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210. DO NOT SEND THE COMPLETED FORM TO THIS OFFICE

Form WH-520
Rev. Sept 1999

Housing Occupancy Certificate- ..migrant and Seasonal Agricultural Worker Protection Act

U.S. Department of Labor
Employment Standards Administration

A. IDENTIFYING INFORMATION

1. Location of housing inspected:
1321 Rt. 45, south of Marl Rd., South Harrison NJ

Description of housing units and number of units:
one story block dorm/kitchen
one story block bathroom/laundry room

2a. Name and address of owner of housing Unit:	3a. Name and address of individual(s) in charge.
Marino Bros Farms 32 Vestry Rd Swedesboro NJ 08085	Russell Marino 32 Vestry Rd Swedesboro NJ 08085
b. Phone (856)769-3468	b. Phone: (856)769-3468
c. Name and address of Farm Labor Contractor, if any: None	5. Date inspection was requested: 2/19/03
b. Registration No.	6. Expected dates of occupancy From 4/18/03 To 10/20/03

B. CERTIFICATION

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

[X] 29 CFR 1910.142 Occupational Safety and Health Administration Regulations

[ ] 20 CFR Part 654 Employment and Training Administration Regulations

The definition of substantive safety and health standards is given in 29 CFR 500.133.

Date of inspection:
4/10/03

Date certificate expires:
4/9/04

Special Conditions (if none, write none):
1. Provide a minimum of 4 floor fans for each dorm room.
2. Replace broken sink.

Maximum occupancy - 64 workers

Area Office or Field Station Address:
ESA/WAGE HOUR
3131 Princeton Pike
Bldg. 5, Room 216
Lawrenceville, N.J. 08648

(Signature and Title of Person Issuing Certificate)

5/27/03
(Date issued)

IMPORTANT NOTICE: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance. If after one year from the date of this certificate the property identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three years from the date of issuance.

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

Form WH-520
10/83

Housing Occupancy Certificate - Migrant and Seasonal Agricultural Worker Protection Act

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

NOTE: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No. 1215-1058
Expires: 06-30-02

A. Identifying Information

1. Location of housing inspected:
1321 Route 45, driveway south of Marl Rd

Description of housing units and number of units
One story block dorm and kitchen
One story block toilet/shower

2a. Name and address of owner of housing units:

Marino Bros Farms
32 Vestry Rd
Swedesboro, NJ 08085

b. Phone:
(856)769-3468

3a. Name and address of owner of individual(s) in charge:

Russell Marino
32 Vestry Rd
Swedesboro, NJ 08085

b. Phone:
(856)769-3468

4a. Name and address of Farm Labor Contractor, if any

b. Registration Number

5. Date inspection was requested:
03/19/02

6. Expected dates of occupancy
From: *04/14/02*
To: *11/16/02*

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

☒ 29 CFR 1910.142 Occupational Safety and Health Adminstration Regulations

☐ 20 CFR Part 654 Employment and Training Adminstration Regulations

The defintion of substantive safety and health standards is given in 29 CFR 500.133.

Date of Inspection:
04/24/02

Date certificate expires:
04/23/03

Maximum Occupancy:
65

Special Conditions (if none, write none):

Replace light bulbs exterior of shower
Tighten Self Closing devices on all screen doors
Repair torn screen in rear bedroom window
Must have 4 feet between bunks

District Office Address:
3131 Princeton Pike Bdg 5
Lawrenceville, NJ 08648

(Signature and Title of Person Issuing Certificate) (ADD)

4/25/02
(Date Issued)

Important Notice: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance if after one year from the date of this certificate the poperty identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three year from the date of issuance.

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

Public Burden Statement

Public reporting for this collection of information is estimated to average 3 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Administrator, Wage and Hour Division, Room S-3502, 200 Constitution Ave, N.W., Washington, D.C. 20210. **DO NOT SEND THE COMPLETED SURVEY FORM TO THIS OFFICE**

Form WH-520
Rev. Sept. 1999

Housing Occupancy Certificate - Migrant and Seasonal Agricultural Worker Protection Act

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

NOTE: Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No. 1215-1058
Expires: 06-30-02

A. Identifying Information

1. Location of housing inspected:
1321 Rt. 45, Swedesboro, NJ 08344 driveway on right after Marl Rd.

Description of housing units and number of units
One story cement block dorm and kitchen.
One story Cement block toilet/shower/laundry.

2a. Name and address of owner of housing units:

Marino Brothers Farms
32 Vestry Road
Swedesboro, NJ 08085

3a. Name and address of owner of individual(s) in charge:

Russell Marino
32 Vestry Road
Swedesboro, NJ 08085

b. Phone:
(856)769-3468

b. Phone:
(856)769-3468

4a. Name and address of Farm Labor Contractor, if any

5. Date inspection was requested:
02/23/01

b. Registration Number

6. Expected dates of occupancy
From: *04/09/01*
To: *11/01/01*

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

☐ 29 CFR 1910.142 Occupational Safety and Health Adminstration Regulations

☒ 20 CFR Part 654 Employment and Training Adminstration Regulations

The defintion of substantive safety and health standards is given in 29 CFR 500.133.

Date of Inspection:
03/28/01

Date certificate expires:
03/27/02

Maximum Occupancy:
72

Special Conditions (if none, write none):

-Replace GCFI;
-Replace Light bulbs
-Recharge Fire extinguishers
-Replace batteries for smoke alarm
-Affix ceiling heating registers

District Office Address:
3131 Princeton Pike
Lawrenceville, NJ 08648

ASD
(Signature and Title of Person Issuing Certificate)

3/29/01
(Date Issued)

Important Notice: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance if after one year from the date of this certificate the poperty identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three year from the date of issuance.

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

Public Burden Statement

Public reporting for this collection of information is estimated to average 3 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Administrator, Wage and Hour Division, Room S-3502, 200 Constitution Ave, N.W., Washington, D.C. 20210. **DO NOT SEND THE COMPLETED SURVEY FORM TO THIS OFFICE**

Form WH-520
Rev. Sept. 1999

Housing Occupancy Certificate - Migrant and Seasonal Agricultural Worker Protection Act

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

OMB No. 1215-1058
Expires: 3-31-96

A. Identifying Information

1. Location of housing inspected:
1321 Rt. 45, Swedesboro, NJ 08344 between Oldmans Creek Rd and Marl Rd.

Description of housing units and number of units
One story cement block dorm and kitchen.
One story Cement block toilet/shower/laundry.

2a. Name and address of owner of housing units:
Marino Brothers Farms
32 Vestry Road
Swedesboro, NJ 08085

b. Phone:
(609)769-3468

3a. Name and address of owner of individual(s) in charge:
Russell Marino
32 Vestry Road
Swedesboro, NJ 08085

b. Phone:
(609)769-3468

4a. Name and address of Farm Labor Contractor, if any

b. Registration Number

5. Date inspection was requested:
02/16/99

6. Expected dates of occupancy
From: *04/01/99*
To: *11/01/99*

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

[ ] 29 CFR 1910.142 Occupational Safety and Health Adminstration Regulations

[X] 20 CFR Part 654 Employment and Training Adminstration Regulations

The defintion of substantive safety and health standards is given in 29 CFR 500.133.

Date of Inspection:
03/18/99

Date certificate expires:
03/18/00

Special Conditions (if none, write none):
Install stove with four more burners. Current stove with only 4 burners limits occupancy to 40.
A total of 8 burners needed for maximum capacity of 80.

Maximum Occupancy: 80

Area Office or Field Office Address:
3131 Princeton Pike
Lawrenceville, NJ 08648

(Signature and Title of Person Issuing Certificate)

3 23 99
(Date Issued)

Important Notice: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance if after one year from the date of this certificate the poperty identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three year from the date of issuance.

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

Public Burden Statement

Public reporting for this collection of information is estimated to average 3 minutes per response, including time for reviewing instructions, searching existing data sources, garthering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of IRM Policy, U.S. Department of Labor, Room N1301, 200 Constitution Ave, N.W., Washington, D.C. 20210; and the the Office of Management and Budge, Paperwork Reduction Project(1215-0158) Washington, D.C. 20503.

DO NOT SEND THE COMPLETED SURVEY TO EITHER OF THESE OFFICES

Form WH-520

Housing Occupancy Certificate - Migrant and Seasonal Agricultural Worker Protection Act

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

OMB No. 1215-1058
Expires: 3-31-96

A. Identifying Information

1. Location of housing inspected:
Route 538, Mullica Hill, New Jersey

Description of housing units and number of units
Block building

2a. Name and address of owner of housing units:

Marino Brothers Farm Camp #2
32 Vestry Road
Swedesboro, NJ 08085

b. Phone:
(609)769-3468

3a. Name and address of owner of individual(s) in charge:

Russell J. Marino
32 Vestry Road
Swedesboro, NJ 08085

b. Phone:
(609)769-3468

4a. Name and address of Farm Labor Contractor, if any

b. Registration Number

5. Date inspection was requested:
02/16/99

6. Expected dates of occupancy
From: *06/10/99*
To: *10/10/99*

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

29 CFR 1910.142 Occupational Safety and Health Adminstration Regulations

X 20 CFR Part 654 Employment and Training Adminstration Regulations

The defintion of substantive safety and health standards is given in 29 CFR 500.133.

Date of Inspection:
06/29/99

Date certificate expires:
06/29/00

Special Conditions (if none, write none):

1. Install self-closing device on screen door

Maximum Occupancy: 20

Area Office or Field Office Address:
3131 Princeton Pike
Lawrenceville, NJ 08648

(Signature and Title of Person Issuing Certificate)

7/2/99
(Date Issued)

Important Notice: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance If after one year from the date of this certificate the poperty identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three year from the date of issuance.

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

Public Burden Statement

Public reporting for this collection of information is estimated to average 3 minutes per response, including time for reviewing instructions, searching existing data sources, garthering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of IRM Policy, U.S. Department of Labor, Room N1301, 200 Constitution Ave, N.W., Washington, D.C. 20210; and the the Office of Management and Budge, Paperwork Reduction Project(1215-0158) Washington, D.C. 20503.

DO NOT SEND THE COMPLETED SURVEY TO EITHER OF THESE OFFICES

Form WH-520

Housing Occupancy Certificate - Migrant and Seasonal Agricultural Worker Protection Act

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

OMB No. 1215-1058
Expires: 3-31-96

A. Identifying Information

1. Location of housing inspected:
Camp # 3, Rt 45 Harrisonville NJ, between Oldmans Creek Rd and Marl Rd

Description of housing units and number of units
One story block dorm and kitchen
One story block toilet/shower/laundry

2a. Name and address of owner of housing units:	3a. Name and address of owner of individual(s) in charge:
Russell J. Marino *32 Vestry Rd* *Swedesboro, NJ 08085*	*Russell J. Marino* *32 Vestry Rd* *Swedesboro, NJ 08085*
b. Phone: *(609)769-3468*	b. Phone: *(609)769-3468*
4a. Name and address of Farm Labor Contractor, if any	5. Date inspection was requested: *04/08/98*
c. Registration Number	6. Expected dates of occupancy From: *01/01/96* To: *12/31/96*

B. Certification

The housing identified above has been inspected by the undersigned and found to meet the substantive safety and health standards prescribed in one of the following Department of Labor regulations.

- [ ] 29 CFR 1910.142 Occupational Safety and Health Adminstration Regulations
- [X] 20 CFR Part 654 Employment and Training Adminstration Regulations

The defintion of substantive safety and health standards is given in 29 CFR 500.133.

Date of Inspection: *03/26/98*

Date certificate expires: *04/08/99*

Special Conditions (if none, write none):
None

Bunk beds must be used for Maximum Occupancy (55 workers)

Maximum Occupancy: 55

Area Office or Field Office Address:
701 Rt 73 South
Marlton, NJ 08053

Donald J. Davis Jr
(Signature and Title of Person Issuing Certificate)

6/4/98
(Date Issued)

Important Notice: A copy of this certificate must be posted at the site of the housing identified above. This certificate is valid for one year from the date of issuance if after one year from the date of this certificate the poperty identified above is to be utilized to house migrant workers, a new certificate must be requested.

The original of this certificate must be kept as a record for three year from the date of issuance.

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

Public Burden Statement

Public reporting for this collection of information is estimated to average 3 minutes per response, including time for reviewing instructions, searching existing data sources, garthering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of IRM Policy, U.S. Department of Labor, Room N1301, 200 Constitution Ave, N.W., Washington, D.C. 20210; and the the Office of Management and Budge, Paperwork Reduction Project(1215-0158) Washington, D.C. 20503.

DO NOT SEND THE COMPLETED SURVEY TO EITHER OF THESE OFFICES

Form WH-520

Exhibit R6

_____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal
to return home immediately and US Government agencies will be notified.

I have been injured.

I need to return to my home country because a family member is sick or injured or has died.

I need to return to my home country because of personal reasons.

I want to quit my job.

Work has slowed down, and I would like to return home.

Other: _____

Employer: _____

Signature: _____ Date: 5/6/15

Print name of witness: _____

_____ I expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with
my employer during my absence. I expect to return on: _____. I understand that if I do not, my
is incorrect today, and US Government agencies will be notified.

I do hereby resign my job with

(farm name). I hereby acknowledge that I have been offered additional

balance of my contract, however I resign for the reason listed below. I understand I am required by federal

home immediately and US Government agencies will be notified.

I have been injured.

to return to my home country because a family member is sick or injured or has died.

to return to my home country because of personal reasons.

to quit my job.

has slowed down and I would like to return home.

Other: _____

Print Name: _____

Signature: _____ Date: 5/6/15

Signature of witness: _____

I expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during my absence. I expect to return on _____. I understand that if I do not, my

will be terminated and US Government agencies will be notified.

I, _____, I do hereby resign my job with

_____ (farm name). I hereby acknowledge that I have been offered additional

balance of my contract, however I resign for the reason listed below. I understand I am required by federal

home immediately and US Government agencies will be notified.

I have been injured.

to return to my home country because a family member is sick or injured or has died

to return to my home country because of personal reasons.

to quit my job.

has slowed down, and I would like to return home.

Other: _____

Signature: _____ Date: _____

Name of witness: _____

I expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during my absence. I expect to return on: _____. I understand that if I do not, my

effect today and US. Government agencies will be notified.

I do hereby resign my job with

(farm name). I hereby acknowledge that I have been offered additional

of my contract, however I resign for the reason listed below. I understand I am required by federa

immediately and US Government agencies will be notified.

been injured.

return to my home country because a family member is sick or injured or has died.

to return to my home country because of personal reasons.

to quit my job.

slowed down, and I would like to return home.

Date:

of witness:

to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during my absence. I expect to return on: I understand that if I do not my

US Government agencies will be notified.

_____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
of my contract, however I resign for the reason listed below. I understand I am required by federal
immediately and US Government agencies will be notified.

have been injured.

return to my home country because a family member is sick or injured or has died.

return to my home country because of personal reasons.

to quit my job.

has slowed down, and I would like to return home.

_____

_____

_____ Date: _____

witness: _____

to return to my job once I finish my unexpected business. I understand that I need to stay in contact wit
during my absence. I expect to return on: _____. I understand that if I do not, my
and US. Government agencies will be notified.

_____ I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
my contract, however I resign for the reason listed below. I understand I am required by feder
ediately and US Government agencies will be notified.

I have been injured.

to return to my home country because a family member is sick or injured or has died.

to return to my home country because of personal reasons.

to quit my job.

owed down, and I would like to return home.

_____

_____

_____ Date: _____

Signature of witness: _____

I expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with
during my absence. I expect to return on _____. I understand that if I do not, my
contract may end, and US. Government agencies will be notified.

****

[illegible] _____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional [illegible] balance of my contract, however I resign for the reason listed below. I understand I am required by federal [illegible] immediately and US Government agencies will be notified.

[illegible] or I have been injured.

[illegible] return to my home country because a family member is sick or injured or has died

[illegible] return to my home country because of personal reasons.

[illegible] quit my job.

[illegible] slowed down, and I would like to return home.

[illegible] _____

[illegible] _____

[illegible] _____ Date: 5/6/13

[illegible] of witness: [illegible] JR

[illegible] to return to my job once I finish my unexpected business. I understand that I need to stay in contact with [illegible] during my absence. I expect to return on: _____. I understand that if I do not, my [illegible] today, and US Government agencies will be notified.

****

_____, I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
because of my contract, however I resign for the reason listed below. I understand I am required by federal
immediately and US Government agencies will be notified.

have been injured.

my home country because a family member is sick or injured or has died

to my home country because of personal reasons.

my job.

slowed down, and I would like to return home.

_____

_____

_____ Date: _____

Name of witness: _____

expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with
employer during my absence. I expect to return on: _____ I understand that if I do not, my
[illegible] status, and US Government agencies will be notified.

_____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
balance of my contract, however I resign for the reason listed below. I understand I am required by federal
immediately and US Government agencies will be notified.

have been injured.

I must travel to my home country because a family member is sick or injured or has died.

I must return to my home country because of personal reasons.

I want to quit my job.

has slowed down, and I would like to return home.

_____

_____

_____ Date: 5/6/15

Name of witness: _____

I expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with
during my absence. I expect to return on: _____. I understand that if I do not, my
is effect today, and US. Government agencies will be notified.

I do hereby resign my job with

(farm name). I hereby acknowledge that I have been offered additional

of my contract, however I resign for the reason listed below. I understand I am required by federal

immediately and US Government agencies will be notified.

been injured.

to my home country because a family member is sick or injured or has died.

to return to my home country because of personal reasons.

to quit my job.

has slowed down, and I would like to return home.

Date: 5/6/13

witness

to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during my absence. I expect to return on. . I understand that if I do not, my

today, and US Government agencies will be notified.

_____, I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional

of my contract, however I resign for the reason listed below. I understand I am required by federal

immediately and US Government agencies will be notified.

I have been injured.

to return to my home country because a family member is sick or injured or has died.

to return to my home country because of personal reasons.

to quit my job.

has slowed down, and I would like to return home.

_____

_____

_____ Date: _____

of witness: _____

to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during my absence. I expect to return on: _____. I understand that if I do not, my

U.S. Government agencies will be notified.

_____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
balance of my contract, however I resign for the reason listed below. I understand I am required by federal
home immediately and US Government agencies will be notified

I have been injured.

I am return to my home country because a family member is sick or injured or has died.

I return to my home country because of personal reasons.

my job

has slowed down, and I would like to return home

Name: _____

_____ Date: 7/6-15

witness: _____

ject to return to my job once I finish my unexpected business. I understand that I need to stay in contact with
during my absence. I expect to return on: _____ I understand that if I do not, my
t today, and US Government agencies will be notified

_____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional

[illegible] of my contract, however I resign for the reason listed below. I understand I am required by federal

[illegible] immediately and US Government agencies will be notified.

[illegible] have been injured.

[illegible] to my home country because a family member is sick or injured or has died.

[illegible] return to my home country because of personal reasons.

[illegible] my job.

[illegible] slowed down, and I would like to return home.

_____

_____

_____ Date: _____

[illegible] of witness _____

[illegible] to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

[illegible] during my absence. I expect to return on: _____. I understand that if I do not, my

[illegible] and US Government agencies will be notified.

I do hereby resign my job with

(farm name). I hereby acknowledge that I have been offered additional

the duration of my contract, however I resign for the reason listed below. I understand I am required by federal

immediately and US Government agencies will be notified.

I have been injured.

to my home country because a family member is sick or injured or has died.

I return to my home country because of personal reasons.

want to quit my job.

slowed down, and I would like to return home.

Date:

Signature of witness:

I expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during my absence. I expect to return on: . I understand that if I do not, my

and US. Government agencies will be notified.

[illegible] Mendez, Joel, I do hereby resign my job with

[illegible] (farm name). I hereby acknowledge that I have been offered additional

[illegible] of my contract, however I resign for the reason listed below. I understand I am required by federal

[illegible] immediately and US Government agencies will be notified.

[illegible] or I have been injured.

[illegible] to my home country because a family member is sick or injured or has died.

[illegible] to my home country because of personal reasons.

[illegible] about my job.

[illegible] slowed down, and I would like to return home.

[illegible]

[illegible] Date: 5/6/15

[illegible] of witness: [illegible]

[illegible] to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

[illegible] during my absence. I expect to return on _____. I understand that if I do not, my

[illegible] today, and US Government agencies will be notified.

[illegible]

I do hereby resign my job with

(farm name). I hereby acknowledge that I have been offered additional

of my contract, however I resign for the reason listed below. I understand I am required by federal

immediately and US Government agencies will be notified.

ck or I have been injured.

to return to my home country because a family member is sick or injured or has died.

to return to my home country because of personal reasons.

to quit my job.

has slowed down, and I would like to return home.

Date:

of witness:

to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

during the my absence. I expect to return on: . I understand that if I do not, my

, and US. Government agencies will be notified.

_____. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional

my contract, however I resign for the reason listed below. I understand I am required by

immediately and US Government agencies will be notified.

I have been injured.

to my home country because a family member is sick or injured or has died

to return to my home country because of personal reasons.

I to quit my job.

has slowed down, and I would like to return home.

_____

_____

_____ Date: _____

_____

to return to my job once I finish my unexpected business. I understand that I need to stay in contact with

absence. I expect to return on _____. I understand that if I do not, my

and ICE Government agencies will be notified.

_____, I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional
of my contract, however I resign for the reason listed below. I understand I am required by federal
immediately and US Government agencies will be notified.

have been injured.

my home country because a family member is sick or injured or has died.

return to my home country because of personal reasons.

quit my job.

slowed down, and I would like to return home.

_____

_____

_____ Date: _____

of witness _____

to return to my job once I finish my unexpected business. I understand that I need to stay in contact with
my employer. I expect to return on _____. I understand that if I do not, my
US Government agencies will be notified.

[illegible], I do hereby resign my job with

[illegible] (farm name). I hereby acknowledge that I have been offered additional [illegible] of my contract, however I resign for the reason listed below. I understand I am required by federal [illegible] Notice immediately and US Government agencies will be notified.

[illegible] have been injured.

[illegible] to my home country because a family member is sick or injured or has died.

[illegible] to return to my home country because of personal reasons.

[illegible] to quit my job.

[illegible] has slowed down, and I would like to return home.

[illegible] _____

[illegible] _____

[illegible] _____ Date: 5/6-15

[illegible] of witness: [illegible]

[illegible] to return to my job once I finish my unexpected business. I understand that I need to stay in contact with [illegible] during my absence. I expect to return on _____. I understand that if I do not, my [illegible] will be filled, and US Government agencies will be notified.

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 fax

June 5, 2017

OVERNIGHT MAIL

Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: ***Matter of Sun Valley Orchards, LLC*, 2017-TAE-00003**

Dear Judge Timlin:

Counsel for the Respondent, Sun Valley Orchards, LLC, submits for filing the enclosed replacement pages for Respondent's Motion for Summary Decision, Exhibit 12, with the necessary redactions.. These pages will replace those with page numbers DOL00144-159 in that exhibit.

Respectfully submitted,

Christopher J. Schulte
Counsel for Respondent

cc: Jacob Heyman-Kantor, Esq.
Jason E. Glick, Esq.
Counsel for the Administrator

Enclosure

RECEIVED
JUN 7 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent	Case No: 2017-TAE-00003

JOINT MOTION TO EXTEND BY ONE WEEK CERTAIN PRE-HEARING DEADLINES

The parties jointly write to respectfully request a one-week extension of certain pre-trial filing deadlines. By Order dated May 25, 2017, the Court granted Respondent's emergency motion to extend the filing deadline for summary decision motions until June 2, 2017. Accordingly, the parties now are required to file three major pre-hearing submissions next week. Pre-hearing statements are currently due June 16, 2017[1] and the parties' prehearing disclosures and exchanges are currently due June 12, 2017.[2] Summary decision opposition papers are also due next week. While the parties dispute whether these papers are due on June 15 or June 16, the parties jointly request that the Court set June 16, 2017 as the deadline to file summary decision oppositions.

[1] See Order dated February 7, 2017 (setting the prehearing statement deadline to thirty days before the hearing, i.e. Sunday June 18, 2017); 29 C.F.R. § 18.32(a)(1)(iii), (2), (3) (providing that when a period is stated in days and "measured before an event," and the deadline would otherwise fall on a weekend, the deadline is the Friday before the weekend).

[2] See Order dated May 22, 2017.

The parties jointly move for one-week extensions of the time to file prehearing disclosures and prehearing statements. This extension will allow the parties adequate time to confer on joint stipulations. Moreover, the parties will be better positioned to draft stipulations and pre-hearing statements once they are in possession of their respective summary decision oppositions. Accordingly, the parties jointly request that the Court extend the deadline for prehearing disclosures and exchanges to June 19, 2017, and the deadline for the prehearing statements to June 23, 2017. Those proposed deadlines would be 29 and 25 days, respectively, before the July 18-21, 2017 hearing.

The parties do not request, and do not seek, any adjournment of the July 18-21, 2017 hearing date in this matter. Given the upcoming deadlines, the parties respectfully request that the Court advise counsel of its decision by email.

Dated: June 6, 2017

Respectfully submitted,

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

Jacob Heyman-Kantor
Jason E. Glick
U.S. Department of Labor
Office of the Solicitor, Region II
201 Varick St., Room 983
New York, NY 10014
Glick.Jason.E@dol.gov
HeymanKantor.Jacob@dol.gov

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: June 6, 2017

Recipient's Telephone No.: 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (including cover page): 3

Sender's Name: Jacob Heyman-Kantor
Trial Attorney

Direct Phone Number: 646.264.3672

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003 –
Joint Motion to Extend By One Week Certain Pre-Hearing Deadlines

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 08 June 2017

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

ORDER GRANTING THE PARTIES JOINT MOTION TO EXTEND BY ONE WEEK CERTAIN PRE-HEARING DEADLINES

This matter arises under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501.

On January 18, 2017, the undersigned issued an Initial Notice of Hearing and Pre-Hearing Order scheduling the matter for Thursday, February 16, 2017 at 10:00 a.m. in Cherry Hill, New Jersey. This Notice also advised the parties that a telephonic pre-hearing conference would be held on Thursday, February 2, 2017 at 3:00 p.m. (EST). By facsimile dated January 27, 2017, the parties filed a Joint Motion for Revised Schedule in the above-captioned matter.

A telephonic pre-hearing conference, as scheduled, was held by the undersigned with the parties on February 2, 2017. The parties discussed their pending joint motion and the rescheduling of the hearing. A hearing date of July 18 through 21, 2017 in Cherry Hill, New Jersey was agreed upon with the parties. An Order Granting the Parties Joint Motion for Revised Schedule was issued on February 7, 2017.[1]

By facsimile dated May 17, 2017, the parties filed a second Joint Motion for Revised Schedule citing depositions being moved back, and mutual agreements between the parties to extend deadlines to respond to written requests. An Order Granting Joint Motion for Revised Schedule was issued by the undersigned on May 22, 2017. This Order directed the parties to file their motions for summary disposition by May 26, 2017, with pre-hearing disclosures and exchanges to be completed by June 12, 2017.

---

[1] This matter was consolidated for hearing with Case No.: 2017-MSP-00002. On May 15, 2017 an Order Approving Stipulation of Dismissal on this matter was issued by the undersigned.

On May 23, 2017, by facsimile, Respondent's counsel filed an Emergency Motion for Revised Schedule proposing to move the filing of motions for summary decision deadline to Friday, June 9, 2017. By facsimile dated May 24, 2017, the Administrator filed its Opposition to Respondent's Motion for a Third Extension to the Summary Decision Deadline. Respondent submitted, by facsimile on May 24, 2017, Respondent's Reply in Further Support of Emergency Motion for Revised Schedule.

An Order Granting Respondent's Emergency Motion for Revised Schedule was issued by the undersigned on May 25, 2017. This Order allowed the parties only a one-week extension to file their motions summary decision. Further, the parties were advised that no other deadlines would change and the hearing remained scheduled for July 18, 2017 in Cherry Hill, New Jersey. The Administrator's Motion for Partial Summary Decision was received in our office on June 2, 2017, with Respondent's Motion for Summary Decision also received on June 2, 2017.

On June 6, 2017, by facsimile, the Administrator filed a Joint Motion to Extend by One Week Certain Pre-Hearing Deadlines. The parties jointly request the date of June 16, 2017 be set as the deadline to file summary decision oppositions; extend the deadline for pre-hearing disclosures and exchanges to June 19, 2017, and the deadline for the pre-hearing statements to June 23, 2017.

Accordingly, the parties Joint Motion to Extend by One Week Certain Pre-Hearing Deadlines is hereby GRANTED.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judges

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Number: **2017TAE00003**

Document Title: **ORDER GRANTING THE PARTIES JOINT MOTION TO EXTEND BY ONE WEEK CERTAIN PRE-HEARING DEADLINES**

I hereby certify that a copy of the above-referenced document was sent to the following this 8th day of June, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail/Email}

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Via UPS Express

June 8, 2017

Christopher J. Schulte, Esquire
CJ Lake LLC
Suite 800
525 Ninth Street, NW
Washington, DC 20004

Dear Mr. Schulte:

Re: *In the Matter of Sun Valley Orchards, LLC*
Case No.: 2017-TAE-00003

On June 7, 2017, our office received the replacement pages for Respondent's Motion for Summary Decision, Exhibit 12, with the necessary redactions.

Enclosed herein are the pages which were originally forwarded to our office with Respondent's Motion for Summary Decision, Exhibit 12.

Sincerely,

Jacqueline Kaczak
Legal Assistant

Enclosures:

cc: Jacob Heyman-Kantor, Esq. (w/o encls.)
Jason E. Glick, Esq. (w/o encls.)

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3672
Fax: (646) 264-3660
Email: heymankantor.jacob@dol.gov

Reply to the Attention of: Jacob Heyman-Kantor, Esq.

June 15, 2017

Via UPS Next Day Air
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *In re Sun Valley Orchards*, LLC 2017-TAE-00003

Dear Judge Timlin:

Counsel for the Administrator of the Wage and Hour Division submits for filing:

- The Administrator's Memorandum of Law in Opposition to Respondent's Motion for Summary Decision, along with declarations and exhibits thereto; and

- The parties' Joint Stipulation of Agreed Facts and Joint Exhibits.

The Administrator also requests leave to allow witnesses to testify remotely at the hearing by telephone or (if feasible) videoconference, and requests that Your Honor administer the oath to these witnesses. Many potential witnesses in this case reside in Veracruz, Guanajuato, and various other regions of Mexico and thus cannot testify in person without undue expense and inconvenience to both the witnesses themselves and the Administrator. We will provide opposing counsel with advanced notice of the identity of the remote witnesses, and ensure that there are no interested parties in the room where the remote witnesses testify from. Opposing counsel has advised that under these conditions, he would consent to remote testimony. Should the Court grant leave for remote testimony, we would coordinate with the Court concerning logistics.

A number of the Administrator's anticipated witnesses do not speak English. Accordingly, the Administrator will arrange for interpreter(s) to interpret for her own witnesses.

Finally, the Administrator requests that a prehearing telephonic conference be scheduled in case there are any issues that need to be resolved in advance of the hearing. The Court had scheduled such a conference two weeks before the date that the hearing was initially scheduled for. See January 18, 2017 Order. Sun Valley Orchards and the Administrator are available for a call the afternoon of July 5, and generally any time July 6, 10, 11, 13, and 14, 2017.

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: _____
Jacob Heyman-Kantor
Trial Attorney

By: _____
Jason E. Glick
Trial Attorney

cc: Christopher J. Schulte, Esq.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	Case No. 2017-TAE-00003

MEMORANDUM OF LAW IN OPPOSITION TO RESPONDENT'S MOTION FOR SUMMARY DECISION

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Attorneys for the Administrator,
Wage and Hour Division,
United States Department of Labor

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

TABLE OF CONTENTS

LIST OF DECLARATIONS AND EXHIBITS iv

TABLE OF AUTHORITIES vi

PRELIMINARY STATEMENT 1

ARGUMENT 2

I. Summary Decision Standard 2

II. Sun Valley Cannot Establish That It Satisfied the Three-Fourths Guarantee With Respect to Any of the Workers at Issue. 2

A. Legal Framework of the H-2A Program's Three-Fourths Guarantee 3

B. Sun Valley Is Not Entitled to Summary Decision Regarding the Three-Fourths Guarantee for Five Workers Where the Parties Dispute Material Records. 4

C. A Reasonable Factfinder Could Well Conclude That Sun Valley Owes the Three-Fourths Guarantee to Nineteen Workers Who Departed Sun Valley in May 2015 After Sun Valley Terminated or Constructively Discharged Them. 9

1. Workers Consistently Testified that Sun Valley Terminated the Nineteen Workers Who Departed Sun Valley Around May 7, 2015. 10

2. A Reasonable Factfinder Could Also Conclude that Sun Valley Constructively Discharged the Nineteen Workers in May. 11

III. Sun Valley Cannot Avoid Trial on Its Liability for Efforts to Coerce Workers to Waive Their Rights by Signing False Forms. 13

IV. There Is No Genuine Dispute that Sun Valley's Meals Violations Warrant Summary Decision in the Administrator's Favor. 16

A. Sun Valley Did Not Furnish Free and Convenient Cooking and Kitchen Facilities That Enabled Workers To Prepare Their Own Meals. 16

B. Sun Valley Is Liable Under the H-2A Regulations for the Sale of Meals by Its Employee and Agent, Agustin Hernandez. 17

C. Sun Valley's Remaining Arguments Regarding Its Meals Liability Are Unavailing. 19

V. Sun Valley Is Liable for Hernandez's Operation of a Company Store Selling Energy Drinks, Beer, and Other Items at a Profit, Depriving Workers of the Offered Wage. 21

A. Hernandez Made a Profit From Selling Beverages, Snacks, Beer, and Cigarettes to Sun Valley's Workers. 22

B. Because as Manager and Crew Leader, Hernandez Is an "Affiliated Person" Under the Regulations, Sun Valley Is Responsible for His Unlawful Profiting From Sun Valley's Low-Wage Workforce. 23

C. Hernandez's Illegal Deductions Reduced Workers' Wages Below the Wage Promised in the Job Order. 25

VI. Sun Valley Does Not Plausibly Dispute That Its Worker Housing and Transportation Violated Health and Safety Standards. 27

A. Respondent Is Not Entitled to Summary Decision Regarding Its Substandard Housing. 27

1. Sun Valley Has Not Met Its Burden to Establish a Factual Dispute Regarding the Screen, Mattress, or Refuse Container Violations on Which the Administrator Is Entitled to Summary Decision in Her Favor.....27

2. Sun Valley Has Not Met Its Burden To Establish a Factual Dispute Regarding the Hot Water Violation.....28

B. The Evidence Regarding Sun Valley's Substandard Worker Transportation Compels Denial of Respondent's Motion.....29

CONCLUSION.....30

LIST OF DECLARATIONS AND EXHIBITS

Declaration of Wage and Hour Investigator Jose Perez

Pay Records

Exhibit A – Sun Valley payroll excerpt from April 29 to May 5, 2015
Exhibit B – Sun Valley payroll excerpt from July 29, 2015 to August 4, 2015
Exhibit C – Sun Valley payroll excerpt from June 3, 2015 to June 9, 2015

Sun Valley Termination Form

Exhibit D – Worker termination form

Statement

Exhibit E – Statement of Elia Pinon

Beverage Cost Information

Exhibit F – Receipt for Coca-Cola and groceries
Exhibit G – Sam's Club Coca-Cola price information

Photographs of Sun Valley Facilities

Exhibit H–J – Photographs of refrigerators and beer brands

Beer Cost Information

Exhibit K – Costco Coors Light price information

Statement

Exhibit L – Statement of Sun Valley Worker (redacted for informant's privilege)

Declaration of Trial Attorney Jason E. Glick

Sun Valley's Discovery Responses and Document Productions

Exhibit 1 – Aug. 21, 2015 e-mail (Exhibit 4.3 to Apr. 7, 2017 production)
Exhibit 2 – May 17, 2017 Response to Administrator's Second Set of Interrogatories
Exhibit 3 – April 7, 2017 Response to Administrator's First Set of Requests for Admissions
Exhibit 4 – April 7, 2017 Response to Administrator's First Set of Document Requests
Exhibit 5 – Aug. 4 and May 7, 2015 e-mails
Exhibit 6 – Worker termination forms (Exhibits 16a, 16b, 16c to Apr. 27, 2017 production)

Excerpts from Transcripts of Depositions of Sun Valley H-2A Employees

Exhibit 7 – Hugo Leonel Cinta Tegoma
Exhibit 8 – Hector Mishel Garcia Dominguez
Exhibit 9 – Carlos Cervantez Ramirez
Exhibit 10 – Dario Morales Acosta
Exhibit 11 – Miguel Angel Elizondo Soto
Exhibit 12 – Jose Silva Lopez

Excerpts from Transcripts of Depositions of Sun Valley Owners and Managers

Exhibit 13 – Owner Russell J. Marino, Jr.
Exhibit 14 – Manager Agustin Hernandez
Exhibit 15 – Sun Valley Orchards, LLC (29 C.F.R. § 18.64(b)(6)) and Owner Joseph Marino

TABLE OF AUTHORITIES

Cases

Burton v. Teleflex Inc.,
707 F.3d 417 (3d Cir. 2013) 2

Castillo v. Case Farms of Ohio, Inc.,
96 F. Supp. 2d 578 (W.D. Tex. 1999) 19

Celotex Corp. v. Catrett,
477 U.S. 317 (1986) 2

Clowes v. Allegheny Valley Hosp.,
991 F.2d 1159 (3d Cir. 1993) 13

Escobar v. Baker,
814 F. Supp. 1491 (W.D. Wash. 1993) 26

Franchini v. Argonne Nat'l Lab.,
ARB No. 11-006, at *5 (Sept. 26, 2012) 2

In re Global Horizons, Inc.,
No. 2005-TAE-00001, 2005-TLC-00006, (OALJ May 6, 2011), *aff'd*, ARB No. 11-058 (May 31, 2013) 8

In re Global Horizons, Inc.,
No. 2010-TAE-00002 (OALJ Dec. 17, 2010), *aff'd*, ARB No. 11-058 (May 31, 2013) 19

Howard v. Malcolm,
658 F. Supp. 423 (E.D.N.C. 1987) 28, 29

Marshall v. Hunter,
No. 79-958, 1983 WL 2015 (M.D. Fla. May 9, 1983) 26

Murphy v. Millennium Radio Grp.,
No. 08-1743, 2015 WL 419884 (D.N.J. Jan. 30, 2015) 17

Ortiz v. Paramo,
No. 06-3062, 2008 WL 4378373 (D.N.J. Sept. 19, 2008) 22

Ortiz v. Paramo,
No. 06-3062, 2009 WL 4575618 (D.N.J. Dec. 1, 2009) 22, 25, 26

Pa. State Police v. Suders,
542 U.S. 129 (2004) 11, 13
Ramos-Barrientos v. Bland,
661 F.3d 587 (11th Cir. 2011) 19
Reed v. Chase Home Fin., LLC,
893 F. Supp. 2d 1250 (S.D. Ala. 2012) 17
Rivera v. Peri & Sons Farms, Inc.,
735 F.3d 892 (9th Cir. 2013) 24
Robertson v. Allied Signal, Inc.,
914 F.2d 360 (3d Cir. 1990) 27
Santini v. Fuentes,
795 F.3d 410 (3d Cir. 2015) 9
United States v. Donovan,
661 F.3d 174 (3d Cir. 2011) 27
Villalobos v. N.C. Growers Ass'n,
252 F. Supp. 2d 1 (D.P.R. 2002) 28, 29

Statutes

N.J. Stat Ann. § 33:1-2(a) 26
N.J. Stat Ann. § 54:40A-3 26
N.J. Stat. Ann. § 39:3-10 30
N.J. Stat. Ann. § 39:3-10.18a 30

Regulations

8 C.F.R. § 214.2(h)(5)(vi)(B)(1) 4, 15
20 C.F.R. § 654.412(a) (2015) 12, 28
20 C.F.R. § 654.412(c) (2015) 12
20 C.F.R. § 654.416(a) (2015) 12
20 C.F.R. § 655.122(d)(1) 28
20 C.F.R. § 655.122(g) ..... *passim*
20 C.F.R. § 655.122(h)(4) 29, 30

20 C.F.R. § 655.122(i) ..... *passim*
20 C.F.R. § 655.122(j) 4, 8
20 C.F.R. § 655.122(n) 4, 8, 13, 15
20 C.F.R. § 655.122(p) ..... *passim*
20 C.F.R. § 655.122(q) 16, 19, 21
29 C.F.R. Part 531 ..... 21, 24
29 C.F.R. § 18.64(b)(6) 8
29 C.F.R. § 18.72(a) 2, 13
29 C.F.R. § 1928.110(c) 12
29 C.F.R. § 500.105 29
29 C.F.R. § 501.16(a)(2) 20
29 C.F.R. § 501.5 ..... 13, 16
29 C.F.R. § 531.31 24
29 C.F.R. § 531.33 24
29 C.F.R. § 531.35 24
N.J. Admin. Code § 13:21-13.2(a) 30

Other Authorities

73 Fed. Reg. 77,047 (Dec. 18, 2008) 4, 15
75 Fed. Reg. 6884 (Feb. 12, 2010) 4, 28
76 Fed. Reg. 21,041 (Apr. 14, 2011) 4, 8, 15
Restatement (Third) of Agency §§ 2.01–.03 19
Restatement (Third) of Agency § 6.01 ..... 18, 19
Wage and Hour Division, Field Assistance Bulletin No. 2012-1 (Feb. 28, 2012) 11, 12, 13
Wage and Hour Division, Field Assistance Bulletin No. 2012-3 (May 17, 2012) 24

PRELIMINARY STATEMENT

The Administrator of the Wage and Hour Division, United States Department of Labor (the "Administrator"), hereby submits this memorandum of law in opposition to Sun Valley's motion for summary decision. Respondent's motion must be denied because on each issue, Respondent points to disputed or immaterial evidence, fails to meet its burden as movant, or misstates the record or legal standard. Respondent's own payroll records, the deposition testimony of six former Sun Valley workers and of Respondent's owners and managers, contemporaneous photographs, and other relevant evidence all preclude judgment for Sun Valley.

First, Respondent cannot evade trial on its three-fourths guarantee liability, given copious payroll evidence establishing the violation, and worker testimony regarding the circumstances of Sun Valley's two rounds of firing workers in 2015. Second, the same workers' testimony provides ample support for the Administrator's charge that Respondent sought to immunize itself from the three-fourths guarantee by creating false records of the terminations. Third, as the Administrator's separate motion establishes, Sun Valley acted through its manager and agent, Agustin Hernandez, to improperly charge workers for meals, and its liability is beyond dispute. Fourth, Sun Valley is also liable for Hernandez's operation of a company store that sold workers soft drinks, beer, cigarettes, snacks, and other items, all at a profit, eating into the offered wage required by the job order. Finally, Respondent does not point to any material evidence that raises any genuine dispute regarding Sun Valley's liability for its substandard and unsafe worker housing and transportation.

ARGUMENT

I. Summary Decision Standard

A party is not entitled to summary decision unless it meets its burden to show that "there is no genuine dispute as to any material fact and the movant is entitled to decision as a matter of law." 29 C.F.R. § 18.72(a); *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986). "A fact is material if it might affect the outcome of the suit under the governing law." *Burton v. Teleflex Inc.*, 707 F.3d 417, 425 (3d Cir. 2013). A dispute is genuine if "a fair-minded fact-finder . . . could rule for the nonmoving party after hearing all the evidence, recognizing that in hearings testimony is tested by cross-examination and amplified by exhibits and presumably more context." *Franchini v. Argonne Nat'l Lab.*, ARB No. 11-006, at *5 (Sept. 26, 2012). If the moving party meets its initial burden on some issue, the non-movant "must identify the specific facts" that, "if believed at trial," would "be enough to allow for a ruling in his favor on the issue in question." *Id.* The non-movant's "burden of producing evidence is not onerous and should preclude" a hearing "only where the record is devoid of evidence that could reasonably be construed to support the [non-movant]'s claim." *Id.*

II. Sun Valley Cannot Establish That It Satisfied the Three-Fourths Guarantee With Respect to Any of the Workers at Issue.

Overwhelming evidence contradicts Sun Valley's factual account with respect to the three-fourths guarantee. The parties dispute whether Sun Valley violated the three-fourths guarantee with respect to two groups of its H-2A employees, totaling twenty-four workers. First, for five workers, Sun Valley's own payroll records create a dispute as to whether Sun Valley used an improper method to calculate the guarantee. Second, for nineteen workers, the parties dispute the circumstances under which these workers departed Sun Valley in early May 2015, i.e. whether they were terminated or resigned. As there is a genuine dispute as to all facts

relevant to the three-fourths guarantee — including the number of hours worked by or offered to four employees terminated in August 2015 and to a fifth who left in June 2015, as well as the circumstances under which other workers ceased working for Respondent in May 2015 — summary decision is inappropriate as to this claim. The Administrator will prove the violation at trial.

A. Legal Framework of the H-2A Program's Three-Fourths Guarantee

H-2A regulations dictate that an "employer must guarantee to offer" its workers "employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment . . . and ending on the expiration date specified in the work contract." 20 C.F.R. § 655.122(i)(1). If the employer "affords [a] U.S. or H-2A worker less employment than that required under" the guarantee, "the employer must pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days." *Id.* § 655.122(i)(1)(iv).

Workdays, Hours Worked, and Hours Offered. The regulations also set forth detailed rules that the employer must use to calculate which hours can count toward the guarantee. For example, "a workday means the number of hours in a workday as stated in the job order and excludes . . . [f]ederal holidays." *Id.* § 655.122(i)(1)(i). An employer may claim credit toward the guarantee by offering "more than the specified hours of work on a single workday" — but only to the extent that the worker, at his sole discretion, actually works such overtime hours that day. *Id.* § 655.122(i)(1)(iv). An employer may also claim credit toward the guarantee on a given day when the employer "offer[s]" that worker "an opportunity to work," if the "worker fails to work, up to a maximum of the number of hours specified in the job order for a workday" — but only to

the extent that the employer maintains specific corroborating payroll records. *Id.* § 655.122(i)(3); *see id.* § 655.122(j).

Required Records. The employer must keep "records showing . . . the number of hours of work offered each day by the employer (broken out by hours offered both in accordance with and over and above the three-fourths guarantee . . .)." *Id.* § 655.122(j)(1). "[I]f the number of hours worked by [a] worker on a day during the work contract period is less than the number of hours offered, as specified in the job offer," the employer's payroll "records must state the reason or reasons therefore." *Id.* § 655.122(j)(3).

Required Notifications of Voluntary Departure or Termination for Cause. When an employer fails to satisfy the hours guarantee, it is only excused from supplementing workers' wages under narrow circumstances. If a worker "voluntarily abandons employment" or is "terminated for cause," and the employer also timely and properly notifies federal agencies, the employer may be relieved of the three-fourths guarantee. *Id.* § 655.122(n); *see* 76 Fed. Reg. 21,041 (Apr. 14, 2011) (required notifications to Department of Labor); *see also* 8 C.F.R. § 214.2(h)(5)(vi)(B)(1); 73 Fed. Reg. 77,047 (Dec. 18, 2008) (required notifications to Department of Homeland Security). However, the "factual basis underlying any notification provided" by an employer regarding a worker's departure "is subject to review during an audit or investigation," for "fraud, misrepresentation or other violations." 75 Fed. Reg. 6884, 6914 (Feb. 12, 2010).

B. Sun Valley Is Not Entitled to Summary Decision Regarding the Three-Fourths Guarantee for Five Workers Where the Parties Dispute Material Records.

Sun Valley's own payroll records directly contradict Respondent's conclusion that Respondent satisfied the three-fourths guarantee with respect to five workers. As the parties vigorously dispute the number of hours worked by or offered to these employees, and as Sun

Valley's own records establish that the company failed to satisfy the three-fourths guarantee, Sun Valley cannot prevail on summary decision.

The Administrator seeks back wages for the three-fourths guarantee for just four of the 44 workers terminated in August 2015;[1] for these four workers, as well as a fifth worker who left Sun Valley in June 2015, Respondent's payroll records plainly show that these workers' hours did not meet the three-fourths guarantee.

Sun Valley was required to offer three-fourths of the workday hours between the workday after each worker's start date and the contract end date. 20 C.F.R. § 655.122(i). Based exclusively on Sun Valley's own weekly payroll records and its own explanations of the content of those records, which set forth the number of daily and weekly hours worked by each employee in question, Sun Valley did not satisfy the three-fourths guarantee with respect to five workers. *See* Declaration of Jose Perez dated June 15, 2017 ("Perez Decl.") ¶¶ 5–13; Glick Decl. ¶ 4 & Ex. 2 (Resp't's May 17, 2017 Resp. Nos. 4–7 to Administrator's Second Set of Interrogs. (explaining that the relevant columns in Sun Valley's records "reflect[] the hours actually worked")). As the table below makes clear, Sun Valley's own records confirm that Respondent failed to satisfy the three-fourths guarantee with respect to these workers.[2]

---

[1] On August 21, 2015, Sun Valley notified the Departments of Labor and Homeland Security that 44 of its workers returned home "for personal reasons." *E.g.*, Declaration of Jason E. Glick dated June 15, 2017 ("Glick Decl.") ¶ 3 & Ex. 1. Respondent now concedes that it actually "terminated" these workers because of a crop failure. Mem. of Law in Supp. of Resp't's Mot. for Summ. Decision ("Resp't's Br.") at 37; *see id.* at 3, 8, 14–15, 41.

[2] As set forth in the job orders, Sun Valley's work contract — which ended on October 10, 2015 — specified that Mondays through Fridays were seven-hour workdays, one weekend day was a five-hour workday, and the remaining weekend day was not a workday. Perez Decl. ¶¶ 5–6; *see* 20 C.F.R. § 655.122(i)(1)(i) (defining "workday" with reference to the job order). The Administrator determined that pursuant to the job orders, Monday May 25th, Saturday July 4th,

Hours Worked by June-, August-Departing Employees Owed Three-Fourths Guarantee

Worker	Start of First Pay Period	Contract End Date	Total Workday Hours Between First Pay Period and Contract End	Three-Fourths Guarantee	Hours Worked on Sun Valley Payroll	Hours Shortfall [3]
Miguel Elizondo Soto	June 3	October 10	734	550.5	471	79.5
Luis Luna Gonzalez	June 3	October 10	734	550.5	515.27	35.23
Dario Morales Acosta	June 3	October 10	734	550.5	352.23	198.27
Rodrigo Raya Tapia	June 3	October 10	734	550.5	475[4]	75.5
Jose Islas Larraga	April 29	October 10	927	695.25	451.5[5]	243.75

---

and Monday September 7th were federal holidays, and therefore not workdays. Perez Decl. ¶ 7; *see* 20 C.F.R. § 655.122(i)(1).

Sun Valley has conceded the underlying records are true, accurate, and complete to the best of Sun Valley's knowledge. Glick Decl. ¶ 5 & Ex. 3 (Resp't's Resp. Nos. 6–8 to the Administrator's First Set of Requests for Admis.); *id.* ¶ 6 & Ex. 4 (Resp't's Resp. No. 6 to the Administrator's First Set of Doc. Requests). For each H-2A worker employed by Sun Valley in 2015, the Administrator estimated the first workday after the worker's arrival at Sun Valley, based on the beginning of that worker's first pay period. Perez Decl. ¶ 9. The Administrator did so because Sun Valley's payroll records did not list workers' arrival dates. *Id.*; *see* 20 C.F.R. § 655.122(i)(1) (the "total period" relevant to the guarantee starts with "the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later"). The Administrator's calculations may actually understate the "total period" on which the guarantee is based, and therefore understate Sun Valley's liability. Indeed, the Administrator has calculated a shorter guarantee period than Sun Valley, with respect to each worker at issue.

[3] The Administrator previously sought back wages for an additional worker, Jose Silva Lopez, for shortfall of 9.73 hours below the three-fourths guarantee, based on review of Sun Valley payroll records, including one page provided by Respondent with a photocopy defect, missing certain columns, including complete information about all hours worked. Upon further review and comparison of that defective copy with other payroll records from the same week, the Administrator now believes that Respondent satisfied the three-fourths guarantee with respect to Mr. Silva Lopez. *See* Perez Decl. ¶ 20.

[4] The Administrator's computations previously overstated the amount that Mr. Raya Tapia worked by 0.25 hours, and accordingly understated Sun Valley's liability. Perez Decl. ¶ 15.

[5] The Administrator's computations previously overstated the amount that Mr. Islas Larraga worked by 19.25 hours, and accordingly understated Sun Valley's liability. Perez Decl. ¶ 16.

In contrast to the Administrator's detailed calculations that match the weekly payroll records, Respondent points to a single document created for litigation that does not match its other records. Sun Valley cannot meet its burden as movant on a summary decision motion by pointing to a single page, created for the first time in this litigation, which directly contradicts hundreds of pages of its payroll data. *See* Resp't's Ex. R3 ("Employee Census Hours/Month") ("Census"). First, there is no meaningful foundation for this Census, attached to counsel's declaration with an affirmation that it is a "true and accurate cop[y]" of a "calculation prepared by Sun Valley." Sun Valley's motion contains no explanation of how Sun Valley culled this information from its supposedly "state-of-the-art computer time-tracking system." Resp't's Br. 43. Second, this recently produced Census is undermined by Respondent's own weekly payroll records. For example, the Census purports to demonstrate that Jose Islas Larraga worked 38.6 hours in April 2015. However, Sun Valley's weekly payroll records reflect just 19.25 hours worked by Mr. Islas Larraga in April — 9.00 hours on April 29, 10.25 hours on April 30, and no other days. Perez Decl. ¶¶ 17–18 & Ex. A (DOL00505). To take but one more example, the Census asserts that Miguel Elizondo Soto worked 40.37 hours in August. But the weekly payroll records list only 30.50 hours in August — 10.50 on August 1, 10.00 on August 3, and 10.00 on August 4. Perez Decl. ¶ 19 & Ex. B (DOL00925). Similar contradictions abound between this Censusalso and Respondent's other records.

Respondent's contention that there is no genuine dispute regarding the actual hours worked or offered to employees is utterly false. The parties' factual dispute as to hours offered

and worked is fatal to Respondent's summary decision motion.[6]

Moreover, Respondent's failure to keep records detailing hours offered and hours not worked dooms its efforts to undermine the hours set forth on its payroll records. Although an employer is entitled to credit where certain additional hours are offered to an employee but the worker "fails to work," *see* 20 C.F.R. § 655.122(i)(1)(iv), (i)(3), an employer "must maintain the payroll records in accordance with" the regulations in order to avail itself of such credits, *id.* § 655.122(i)(3), (j)(1).

Sun Valley kept *no* records of daily hours of work offered, and *no* records enumerating why "the number of hours worked by the worker on a day during the work contract period [was] less than the number of hours offered, as specified in the job offer." *See* 20 C.F.R. § 655.122(j)(3);[7] Perez Decl. ¶ 12. While Sun Valley contends that some employees missed work due to sickness, *see* Resp't's Br. 42-43, its failure to document hours offered and reasons relating to failure to work precludes counting those periods towards their three-fourths guarantee. *See In*

---

[6] Moreover, Respondent's bald assertion that Mr. Larraga "voluntarily terminated his employment" as of his last day of work, Resp't's Br. 42, is unsupported by evidence. For Sun Valley to claim that that a "worker is not entitled to the three-fourths guarantee" on the ground of voluntary abandonment, Sun Valley had to notify the Departments of Labor and Homeland Security of Mr. Islas Larraga's departure by mid-June 2015, including the reasons for Mr. Islas Larraga's departure. *See* 20 C.F.R. § 655.122(n); 76 Fed. Reg. 21,041. Sun Valley has failed to adduce any evidence of such notification and, accordingly, cannot claim § 655.122(n)'s safe harbor.

[7] *See also* Glick Decl. ¶ 17 & Ex. 15, Deposition of Sun Valley Pursuant to Rule 18.64(b)(6) and of Joseph Marino, Apr. 20, 2017, at 21:21–22:7 ("Q: Does Sun Valley record the reason that a worker doesn't show up for work on a given day? A. No. Q. In 2015, did Sun Valley record the reason that a worker didn't show up for work on a given day? A. Not to my knowledge."); *id.* at 45:25–46:13 ("Q: That report would show information about work that the H-2A workers in 2015 did at Sun Valley? A. Yes. That report would show – that kind of report could show the number of hours that a given worker worked in 2015 at Sun Valley? A. Yes. Q. Could that report show any information about why a worker didn't work on a given day? A. Not to my knowledge." Q. Who would know that? A. No idea.").

re Global Horizons, Inc., No. 2005-TAE-00001, 2005-TLC-00006, at 40–41, 63, 77, 88–92 (OALJ May 6, 2011) (basing three-quarters guarantee liability on records of "hours actually worked" where an employer's records "failed to identify the number of hours offered broken out by offers in accordance with and over the three-quarters guarantee."), *aff'd*, ARB No. 11-058, at *8 (May 31, 2013). Moreover, even if Sun Valley were credited for this time, this simply goes to the magnitude of Sun Valley's violations, as Sun Valley could not count more than 40 unworked hours per week toward the guarantee under any circumstances. The parties' dispute as to the number of hours worked and offered precludes any grant of summary decision, and Respondent's claims will be proven false at trial.

C. A Reasonable Factfinder Could Well Conclude That Sun Valley Owes the Three-Fourths Guarantee to Nineteen Workers Who Departed Sun Valley in May 2015 After Sun Valley Terminated or Constructively Discharged Them.

The parties' strenuous dispute over the factual circumstances surrounding the May 2015 departure of 19 workers makes summary decision on this subject impossible. As set forth below, the Administrator has adduced clear and convincing evidence that on May 7, 2015, Sun Valley terminated these nineteen workers without cause. Moreover, even if, as Sun Valley maintains, the workers were not fired, the Administrator will demonstrate that these workers were constructively discharged by Sun Valley, given the objectively intolerable work conditions they faced. In any event, Respondent cannot reasonably contend that there are no genuine disputes of material fact with respect to the circumstances under which these workers ceased their employment. Indeed, the following "specific facts" clearly "show[] that there is a genuine issue for trial." *Santini v. Fuentes*, 795 F.3d 410, 416 (3d Cir. 2015).

1. Workers Consistently Testified that Sun Valley Terminated the Nineteen Workers Who Departed Sun Valley Around May 7, 2015.

Contrary to Respondent's contention, substantial evidence demonstrates that Sun Valley terminated the nineteen workers who ceased working for the company in May 2015. As these workers have testified, Sun Valley advised these workers that they "should go back to Mexico" because Sun Valley believed the workers "were lazy" and "didn't like to work." Glick Decl. ¶ 9 & Ex. 7, Deposition of Hugo Leonel Cinta Tegoma, May 11, 2017 ("Cinta Tegoma Dep."), at 29:20–21, 65:21–23. "Russell" Marino, Jr. had "decided that [they] were not worth[y] for the job." Glick Decl. ¶ 10 & Ex. 8, Deposition of Hector Mishel Garcia Dominguez, May 10, 2017 ("Garcia Dominguez Dep."), at 41:6–8. When the workers nonetheless asked Sun Valley to reconsider and for the opportunity to continue working "because [they] were there for work," they were told "no." Cinta Tegoma Dep. 66:2–3; *see also, e.g.*, Glick Decl. ¶ 11 & Ex. 9, Deposition of Carlos Cervantes Ramirez, May 10, 2017 ("Cervantes Ramirez Dep."), at 40:16 (Mr. Marino, Jr. told the workers that they were "fired"); Garcia Dominguez Dep. 38:24–39:1 (Hernandez told workers he would give them their paychecks, and "then [they] had to leave"); Cinta Tegoma Dep. 30:9–14; 65:17–66:23 (given no "choice about staying or leaving").[8]

Because there is overwhelming evidence from which a reasonable factfinder could easily conclude that Sun Valley fired these nineteen workers less than a month into a nearly six-months-long contract, summary decision must be denied on this claim.

[8] Although Respondent takes issue with the consistency of some of this testimony, such a factual dispute cannot be the basis for a motion for summary decision.

2. A Reasonable Factfinder Could Also Conclude that Sun Valley Constructively Discharged the Nineteen Workers in May.

Moreover, even assuming that Sun Valley did not affirmatively fire the nineteen workers in question, there is substantial evidence that the workers were constructively discharged, further precluding summary decision in favor of Respondent on the three-fourths guarantee for these nineteen workers.

"Under the constructive discharge doctrine, an employee's reasonable decision to resign because of unendurable working conditions is assimilated to a formal discharge for remedial purposes." *Pa. State Police v. Suders*, 542 U.S. 129, 141 (2004). "The inquiry is objective: Did working conditions become so intolerable that a reasonable person in the employee's position would have felt compelled to resign?" *Id.*; *see* Wage and Hour Division Field Assistance Bulletin 2012-1 (Feb. 28, 2012) (applying constructive discharge doctrine to H-2A context).[9]

A reasonable factfinder could conclude that Sun Valley subjected these nineteen workers to "unendurable working conditions." *Suders*, 542 U.S. at 141. First, although the job order stated that the workday was seven hours on weekdays and only five hours per weekend and that workers would "not be required to" work additional hours, Hernandez required the asparagus pickers to work, continuously "crouched," upwards of twelve hours many days, often without rest periods. Cervantes Ramirez Dep. 7:22–9:1. These workers had no objection to working the 40 hours specified in the job order, performing the same asparagus picking work that they had been assigned, but some had concerns about being forced to work "extra overtime" given the physical demands. Garcia Dominguez Dep. 28:5–9, 37:4–10, 73:20–74:3 ("Q: How many hours a week were you willing to work cutting asparagus at Sun Valley? A: At least 40 hours.");

[9] https://www.dol.gov/whd/FieldBulletins/fab2012_1.pdf.

Cervantes Ramirez Dep. 69:24–70:3 (willing to "stay[] at Sun Valley and ke[ep] picking asparagus").

Moreover, many of the housing and field sanitation conditions at Sun Valley were "intolerable and violate[d] applicable safety and health standards," particularly during the short period the nineteen workers labored in late April to early May. *See* WHD Field Assistance Bulletin 2012-1, at 5. During that time, there were no bathrooms or portable toilets available to workers in the fields, and at certain times no drinking water. Cinta Tegoma Dep. 13:5–10, 17:24; Cervantes Ramirez Dep. 30:12–23. *Cf.* 29 C.F.R. § 1928.110(c)(1)-(2) (OSHA field sanitation requirements for potable drinking water and toilet and handwashing facilities). The bathrooms in Sun Valley's dormitory were in the "worst condition," Cinta Tegoma Dep. 23:20–21, not only dirty but lacking any doors on the bathrooms or curtains in the showers, Cervantes Ramirez Dep. 29:5–23; *cf.* 20 C.F.R. § 654.412(a) (2015) (employer must provide "clean and sanitary" bathing and handwashing facilities"). Hot water frequently ran out, leaving workers to shower with only cold water. Garcia Dominguez Dep. 24:2–6; *cf.* 20 C.F.R. § 654.412(a) (2015) (requiring "hot and cold water under pressure" "for the use of all occupants"). The dormitory bunk beds "didn't have any mattresses." Cinta Tegoma Dep. 23:7–19; *cf.* 20 C.F.R. § 654.416(a) (2015) (sleeping facilities must include "clean mattresses"). Workers had nowhere to do their laundry so washed clothes in the field. Cinta Tegoma Dep. 25:4–22; *cf.* 20 C.F.R. § 654.412(c) (2015) (requiring laundry facilities "for the use of all occupants," including at least "[l]aundry trays or tubs"). Reasonable workers would not remain and work under such "intolerable" conditions. *See* WHD Field Assistance Bulletin 2012-1, at 5.

Finally, there is also substantial evidence that the workers made diligent efforts to present their concerns about these unreasonable conditions to Sun Valley, in an effort to provide Sun

Valley with the opportunity to ameliorate the problems. *See Clowes v. Allegheny Valley Hosp.*, 991 F.2d 1159, 1161 & n.6 (3d Cir. 1993) (employees' complaints to management are "significant" evidence, although not a necessary element, of a constructive discharge claim); Garcia Dominguez Dep. 68:11–15 (workers asked to speak with Sun Valley management "about the conditions"); Cervantes Ramirez Dep. 38:19–40:4.

In short, to the extent that Sun Valley maintains that these nineteen workers ultimately resigned, a reasonable factfinder could conclude that the workers were in fact constructively discharged. In that event, Sun Valley would still be liable for the three-fourths guarantee, and summary decision must be denied. 20 C.F.R. § 655.122(i), (n); *Suders*, 542 U.S. at 141; WHD Field Assistance Bulletin 2012-1.[10]

III. Sun Valley Cannot Avoid Trial on Its Liability for Efforts to Coerce Workers to Waive Their Rights by Signing False Forms.

There is a genuine dispute as to whether Sun Valley, including its owner Russell Marino, Jr. and manager Hernandez, sought to have workers waive their rights to the three-fourths guarantee when Sun Valley terminated workers in May and again in August 2015. *See* 29 C.F.R. § 501.5 (prohibiting any "person" from "seek[ing] to have" any H-2A worker waive rights pursuant to 20 C.F.R. part 655, subpart B, including § 655.122(i)). Respondent is not entitled to summary decision on this claim.

[10] Although Respondent's motion periodically raises issues relating to the adequacy of the Administrator's discovery responses, Resp't's Br. 37–39, Respondent has never moved to compel, let alone sought to confer with the Administrator regarding these issues. Moreover, Respondent bears the burden on summary a decision motion to show that "there is no genuine dispute as to any material fact and [that Respondent] is entitled to decision as a matter of law." 29 C.F.R. § 18.72(a).

Sun Valley provided each group of terminated workers with "termination of work forms" shortly before they left the farm. Glick Decl. ¶ 15 & Ex. 13, Deposition of Russell J. Marino, Jr., Apr. 19, 2017 ("R. Marino Dep."), at 144:1–10. Even though Sun Valley fired these workers, the document falsely memorialized that workers were resigning: "I do hereby resign my job . . . . I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below." Perez Decl. ¶ 22 & Ex. D (DOL01945). The form directed workers to check one of several options for their supposed voluntary resignation and thereby purported to waive their rights to the three-fourths guarantee. *Id.*

Russell Marino, Jr. ensured that Hernandez "oversaw" that the May-terminated workers signed the forms, even though the workers were hesitant to do so. R. Marino Dep. 118:16–22; Glick Decl. ¶ 16 & Ex. 14, Deposition of Agustin Hernandez, Apr. 18, 2017 ("Hernandez Dep."), at 182:10–14; *see also* R. Marino Dep. 122:6–8 ("Q: And did you tell the workers they had to fill out these forms? A. Well, it's required."). Mr. Marino, Jr. also gave instructions to at least "a few guys" on which of the resignation boxes to check, without regard to actual reasons for the workers' departure. R. Marino Dep. 120:6–19. Hernandez told the workers to indicate certain reasons rather than others to prevent "caus[ing] . . . trouble to the company," or ostensibly the workers themselves. Garcia Dominguez Dep. 40:18–41:2; Cinta Tegoma Dep. 31:18–32:8. For some workers, Hernandez filled out the checkbox himself. Cervantes Ramirez Dep. 45:10–23.

Russell Marino, Jr. and Hernandez gave the same forms to the August-terminated workers and again directed them how to fill out and sign the form. *E.g.*, R. Marino Dep. 146:8–12; Hernandez Dep. 206:2–17; Glick Decl. ¶ 12 & Ex. 10, Deposition of Dario Morales Acosta, May 3, 2017 ("Morales Acosta Dep."), at 30:3–6. Mr. Morales Acosta signed the form because

"Russell Marino said it was necessary for [the workers] to sign this document so [they] could return to Mexico." Morales Acosta Dep. 30:4–6. Hernandez "indicated" to the workers "to mark the . . . one before [the] last line," *id.* at 30:11–18, namely a box that workers were "resign[ing]" because "[w]ork has slowed down, and I would like to return home," Glick Decl. ¶ 8 & Ex. 6 (Resp't's Exs. 16a–c). Each of the forty-four workers complied and checked the very same box. Glick Decl. ¶ 8 & Ex. 6.

Consistent with the forms filled out by workers at Sun Valley's direction, Sun Valley sent false notifications to the U.S. Departments of Labor and Homeland Security that the workers left voluntarily, rather than after being terminated R. Marino Dep. 148:2–151:19 & Ex. 11 (Aug. 21, 2015 email asserting that 25 workers left for "personal reasons"); *see also* Glick Decl. ¶ 3 & Ex. 1 (Resp't's Ex. 4.3, Aug. 21, 2015 asserting that another 19 workers left for "personal reasons"); Glick Decl. ¶ 7 & Ex. 5 (Resp't's Ex. 4.5, Aug. 4, 2015 email forwarding May 7, 2015 email that 19 workers "resigned for personal reasons"); *see also* R. Marino Dep. 152:18–21 ("agree[ing] that the August workers "did not leave for personal reasons").

On these facts, a reasonable factfinder could well conclude that Sun Valley created false records for the workers' departure, in an attempt to immunize the company from three-fourths guarantee liability. In fact, Russell Marino, Jr. testified that he had the workers sign the forms because he needed "proof" of the reasons for the workers' departure, "[t]o cover, so I'm covered . . . to protect against" litigation. R. Marino Dep. 145:1–8.[11] Because the issue is whether Sun

[11] Indeed, the forms had no other purpose. There is nothing "standard" or "required" under relevant law about the options Sun Valley listed on the form, let alone requiring workers to complete any form. *Compare* Resp't's Br. 13, 52, *with* 8 C.F.R. § 214.2(h)(5)(vi)(B)(1) (no form required), 20 C.F.R. § 655.122(n) (same), 76 Fed. Reg. 21,041 (Apr. 14, 2011) (same), *and* 73 Fed. Reg. 77,047 (same).

Valley *sought* to have workers waive their rights, *see* 29 C.F.R. § 501.5, and Sun Valley successfully convinced the workers to sign the false forms, it is of no moment that the company now disclaims reliance on the forms as a defense to its separate three-fourths guarantee liability to 24 of these workers. Sun Valley's violation was complete in 2015 when it convinced the workers to sign its form.

Sun Valley cannot escape liability for this violation, which the Administrator will prove at trial.

IV. There Is No Genuine Dispute that Sun Valley's Meals Violations Warrant Summary Decision in the Administrator's Favor.

Nothing in Respondent's motion alters the conclusion that the Administrator is entitled to summary decision for Sun Valley's undisclosed sales of daily meals to 137 workers during 2015, in violation of the promises made in Sun Valley's job offers and 20 C.F.R. § 655.122(g), (p)(1), and (q). *See* Mem. of Law in Supp. of the Administrator's Mot. for Partial Summ. Decision ("Administrator's Br."), at 13–28. Sun Valley has simply not pointed to any disputed material facts under applicable legal standards, and the Administrator is entitled to judgment as a matter of law.

A. Sun Valley Did Not Furnish Free and Convenient Cooking and Kitchen Facilities That Enabled Workers To Prepare Their Own Meals.

Sun Valley touts that it "maintains a full kitchen" adjacent to the "housing provided to its workers" and also "pays the utilities for the kitchen (electricity, gas, and water)." Resp't's Br. 19; *see id.* at 16, 20. However, this alone is insufficient under the regulations, which require that an employer who does not provide meals must "furnish[]" a kitchen for "free" in a manner that

would "enable the workers to prepare their own meals." 20 C.F.R. § 655.122(g).[12] There is no genuine dispute that Sun Valley did not do this.

As Russell Marino, Jr. acknowledged, Sun Valley's 2015 job orders were "inaccurate" to state that workers would have kitchen access. R. Marino Dep. 156:15–158:13. Sun Valley put its manager Hernandez in charge of preparing meals, closed the kitchen to workers, and required them to pay a weekly fee for any meals prepared in the kitchen. *See generally* Administrator's Br. 17–19; *see also* Perez Decl. ¶ 24, Ex. E (Statement of Elia Pinon dated July 22, 2015 (DOL00200)) ("Workers are not allowed to enter the kitchen to cook their own meals . . . . The kitchen is always closed except when we are cooking the meals.").

Such an arrangement simply does not comply with the regulatory requirement that kitchen access be free, convenient, and enable workers to actually prepare meals. *See* Administrator's Br. 16–20; *Reed v. Chase Home Fin., LLC*, 893 F. Supp. 2d 1250, 1257 (S.D. Ala. 2012) (defining "convenient"); *Murphy v. Millennium Radio Grp.*, No. 08-1743, 2015 WL 419884, at *5 (D.N.J. Jan. 30, 2015) (defining "enable").

B. Sun Valley Is Liable Under the H-2A Regulations for the Sale of Meals by Its Employee and Agent, Agustin Hernandez.

For good reason, Respondent does not dispute that its job orders failed to disclose *any* amount that Sun Valley could or would charge workers for meals. Accordingly, any charges for meals were flatly prohibited. *See* 20 C.F.R. § 655.122(g), (p)(1). But Respondent's attempt to escape liability for its meals violation fares no better with its next argument, that Hernandez

[12] Respondent cites to disputed facts regarding transportation Sun Valley might have provided inconsistently to workers to a laundromat near a grocery store. *Compare* Resp't's Br. 20, *with* Administrator's Br. 18 n.10. These disputed facts are not material because Sun Valley barred workers' access to the kitchen, leaving them with no way to use Sun Valley's kitchen to prepare food.

acted "completely outside the employment relationship with Sun Valley" when he sold workers meals as a "side business." Resp't's Br. 3, 16, 21–24.

Respondent's bald assertion that there is "no evidence that Sun Valley: (1) directed Mr. Hernandez to collect [payments from workers]; "(2) approved of Mr. Hernandez doing so; nor (3) even knew that this was happening" has no factual basis and defies belief. *Id.* at 24.

In fact, Russell Marino, Jr. labeled the meal plan something that "Sun Valley Orchards offer[ed] the men on behalf of Sun Valley Orchards." R. Marino Dep. 99:13–15. In 2015, Russell Marino, Jr. kept Hernandez "in charge" of Sun Valley's meals and told him that even after entering the H-2A program, Sun Valley would "keep the way" they had been "collecting from the guys" for meals since at least 1996. Hernandez Dep. 27:22–28:7, 29:21–30:3. Marino, Jr. also instructed Hernandez to document the costs involved in providing the meals so that Hernandez could determine how much to charge. R. Marino Dep. 77:1–80:21, 84:1–19.

As a legal matter, Sun Valley is liable for its agent's collection from Sun Valley's workers of the weekly meals charges. *See* Administrator's Br. 22–27; Restatement (Third) of Agency § 6.01. Sun Valley's only argument to the contrary is that an agent is generally not liable for conduct "clearly outside the scope of his job duties." Resp't's Br. 24. As discussed in the Administrator's motion, this is not the standard; a principal is liable on a contract whenever the principal's agent had actual or apparent authority. *See* Administrator's Br. 22–27. In any event, it strains credulity to imagine that Hernandez operated the meal plan outside of the scope of his employment.

First, Sun Valley directed, supervised, and provided guidance to Hernandez throughout his operation of the meal plan. *See supra*. Second, Sun Valley had a legal obligation under the H-2A program to provide workers with meals given the lack of kitchen access, and Sun Valley

chose to discharge that obligation in 2015 by putting its "respected employee" Hernandez in charge of providing meals. *See* 20 C.F.R. § 655.122(g); R. Marino Dep. 181:17–18. Third, that arrangement was barely changed from Sun Valley's longstanding kitchen arrangement, under which Hernandez was undisputedly "in charge" of Sun Valley's meal plan and charged the workers. R. Marino Dep. 85:14–15. Fourth, when the Wage and Hour Division determined in 2013 that Hernandez overcharged workers for meals in 2013 in excess of the actual costs, Sun Valley assumed the back wage liability to Sun Valley's workers. *See* Administrator's Br., Declaration of Charlene L. Rachor dated June 1, 2017 ("Rachor Decl.") ¶ 33.

Given these undisputed facts, it is clear as a matter of law that Hernandez acted with actual authority in charging workers for meals — or at the least that Sun Valley acquiesced in Hernandez's conduct, giving him apparent authority. *See* Administrator's Br. 22–27; Restatement (Third) of Agency §§ 2.01–.03, 6.01; *Ramos-Barrientos v. Bland*, 661 F.3d 587, 600 (11th Cir. 2011); *Castillo v. Case Farms of Ohio, Inc.*, 96 F. Supp. 2d 578, 593–96 (W.D. Tex. 1999).

C. Sun Valley's Remaining Arguments Regarding Its Meals Liability Are Unavailing.

Respondent's additional scattershot arguments are similarly meritless and require even less to dismiss. First, Sun Valley's liability for the meal charges does not depend on whether Sun Valley or Hernandez also made a profit. Resp't's Br. 3, 19. The nature of the violation is the failure to disclose the charges in the job order. 20 C.F.R. § 655.122(g), (p)(1), (q). The regulations mandate disclosure regardless of the price charged. *Id.*; *see In re Global Horizons, Inc.*, No. TAE-00002, at *8 (OALJ Dec. 17, 2010), *aff'd*, ARB No. 11-058 (May 31, 2013). It is of no moment that that the Migrant and Seasonal Agricultural Worker Protection Act contains

different requirements, such as those pursuant to which Sun Valley was held liable in 2013 when Hernandez profited from the meals charges. *See* Resp't's Br. 17; Rachor Decl. ¶ 33.

Second, even if true, it is irrelevant that other than Hernandez, no one else at Sun Valley "was paid . . . with respect to meals." Resp't's Br. 19. Hernandez was Sun Valley's agent in running and charging for the meal plan and was prohibited from profiting from the plan. To the extent Sun Valley suggests that it is unfair for the company to disgorge funds collected by its manager Hernandez, there can be no question that Sun Valley saved considerable money in 2015 by not making kitchen upgrades that would have been necessary to enable all workers to prepare their own meals. *See also* 29 C.F.R. § 501.16(a)(2) (recovery of unpaid wages and enforcement of provisions of the work contract will be "sought . . . directly from the employer").

Third, it is not surprising that the workers did not complain to "any of the Marinos individually about the meals," since as Respondent acknowledges, the workers rarely had any opportunity to interact with any of the Marinos. Resp't's Br. 6, 25. Though more relevant to penalties than to liability, many workers were certainly unsatisfied with the meals and the lack of facilities to prepare their own. Some unsuccessfully sought permission to use the kitchen, Garcia Dominguez Dep. 70:6–17, others resorted to a potentially dangerous arrangement cooking canned food inside the dormitory, and others resigned themselves to the situation given to the lack of a meaningful alternative, Glick Decl. ¶ 13 & Ex. 11, Deposition of Miguel Angel Elizondo Soto, May 3, 2017, at 11:21–12:19; Glick Decl. ¶ 14 & Ex. 12, Deposition of Jose Silva Lopez, May 4, 2017 ("Silva Lopez Dep."), at 10:3–9.

Fourth, Respondent's insistence that the meals charges were not "deductions," Resp't's Br. 26–28, does nothing to change its liability pursuant to 20 C.F.R. § 655.122(g) for the undisclosed meals "charge[s]." As explained in the Administrator's motion, and further below,

Sun Valley's charges were deductions as a matter of law, making Sun Valley also liable pursuant to § 655.122(p)(1) for those unlawful and undisclosed deductions. Administrator's Br. 21–22; *see also infra* Section V (unlawful beverage deductions).

Finally, Respondent suggests that its liability for undisclosed meals charges arises only under 20 C.F.R. § 655.122(q). Resp't's Br. 16. The argument makes little sense, as Respondent violated not only § 655.122(q), but also § 655.122(g) by running afoul of the requirement that "[w]here the employer provides the meals, the job offer must state the charge, if any." In any event, the Administrator combined the penalties for undisclosed meals charges under all three relevant subsections, 20 C.F.R. § 655.122(g), (p), and (q), together. *E.g.*, Rachor Decl. ¶ 14.

V. Sun Valley Is Liable for Hernandez's Operation of a Company Store Selling Energy Drinks, Beer, and Other Items at a Profit, Depriving Workers of the Offered Wage.

As the Administrator will prove at trial, Hernandez took advantage of Sun Valley workers' geographic isolation and their lack of access to transportation or refrigerators to sell workers all manner of drinks, snacks, and other items at a profit, in violation of 20 C.F.R. § 655.122(p)(2). He also sold beer and cigarettes without a license, in violation of state law and therefore also in violation of the H-2A program. *Id.* (incorporating by reference 29 C.F.R. Part 531). Remarkably, Sun Valley's 52-page brief does not even acknowledge that § 655.122(p)(2) sets the standard at issue.

On this motion, Respondent does not contest that Hernandez made or profited from such sales to Sun Valley's workers, in Sun Valley's kitchen while workers ate meals there, and from coolers in the back of Hernandez's truck at locations throughout Sun Valley's fields. Nor does Respondent contest that the sales of beer and cigarettes were illegal given both Sun Valley's and Hernandez's lack of a license. Instead, Respondent contends that the Administrator improperly

"conflate[s] Mr. Hernandez's role at Sun Valley as a crew leader . . . with his side-business . . . selling drinks to workers." Resp't's Br. 21. The H-2A regulations restrict precisely such profiteering by crew leaders and others closely connected with the agricultural employer. 20 C.F.R. § 655.122(p)(2). When such sales reduce workers' wages below the rate promised in the job order, the agricultural employer is liable, under the H-2A regulations and venerable FLSA principles. Sun Valley is not entitled to summary decision for permitting Hernandez to run a company store that deprived workers of their hard-earned wages.

A. Hernandez Made a Profit From Selling Beverages, Snacks, Beer, and Cigarettes to Sun Valley's Workers.

Sun Valley does not appear to contest that Hernandez made a profit over the "wholesale price paid . . . for cases of drinks." Resp't's Br. 29. Nor could Respondent, as Hernandez regularly threw away all receipts for items he purchased and resold to workers (other than groceries used to prepare meals). Hernandez Dep. 82:3–4 ("I don't keep receipts when I buy the sodas, no."). It is Respondent's burden, both on this motion and at trial, to demonstrate that Hernandez's sales for such charges did not include a profit and therefore were reasonable. *Ortiz v. Paramo*, No. 06-3062, 2008 WL 4378373, at *6 (D.N.J. Sept. 19, 2008) (granting summary judgment to employees for unlawful deductions for meal charges given employer's failure to meet its burden); *Ortiz v. Paramo*, No. 06-3062, 2009 WL 457618, at *3–4 (D.N.J. Dec. 1, 2009) (trial verdict for plaintiffs in the full amount of unlawful charges for cigarettes and alcohol, given employer's lack of records regarding cost).

Even absent these records, there can be no dispute that Hernandez did profit; the question is just how much. For example, Hernandez testified at his deposition that he purchased sodas at Sam's Club for about 54 cents a can and resold them to workers for a dollar. The actual cost at Sam's Club was likely closer to 29 cents per can. Perez Decl. ¶ 29 & Ex. G (at Sam's Club

where Hernandez purchased the sodas, 36-case of Coca Cola cans costs $9.98). At another market where Hernandez sometimes shopped, the actual cost was 36 cents. Hernandez Dep. 248:19–251:7 & Ex. 7 (DOL01422 (indicating "36" "cans of Coca-Cola per case," purchased at "$13")); *see* Perez Decl. ¶ 26. *See also* Perez Decl. ¶ 25 (Hernandez told Investigator Perez that Russell Marino, Jr. said Hernandez could charge workers whatever amount Hernandez chose).

Hernandez sold other soft drinks at a profit as well. As just one example, he paid about $1.33 per Monster energy drink at Sam's Club but sold the same beverages to workers for as much as $4. Hernandez Dep. 83:15–16 ($32 at Sam's Club for a case of 24 Monster drinks); Garcia Dominguez Dep. 14:20–22.

Hernandez profited from his sales of beer as well. For example, he sold cans of beer at prices up to $2, Silva Lopez. Dep. 21:9–11, whereas 30-can cases of beer such as Coors Light cost him about seventy cents per can. Perez Decl. ¶¶ 31–34 & Ex. H (DOL01893), Ex. J (DOL01894, 01896) (Sun Valley refrigerator stocked with Coors Light), Ex. K (DOL003714–15).[13]

B. Because as Manager and Crew Leader, Hernandez Is an "Affiliated Person" Under the Regulations, Sun Valley Is Responsible for His Unlawful Profiting From Sun Valley's Low-Wage Workforce.

The H-2A regulations plainly prohibit "deductions" that are not "reasonable." 20 C.F.R. § 655.122(p)(1). And "[a] deduction is not reasonable if it includes a profit to the employer or to any affiliated person." *Id.* § 655.122(p)(2). "Affiliated person" is a broad category that includes

[13] Although some workers testified that canned beer cost $1, the evidence must be construed in the light most favorable to the non-movant, the Administrator.

employees and agents of the employer, as well as close relatives, among others. *See id.*; 29 C.F.R. § 531.33(b).[14]

The regulations further specify that H-2A "wage requirements . . . will not be met where . . . unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required." 20 C.F.R. § 655.122(p)(2). FLSA regulations elaborate the "principles applied in determining whether deductions are reasonable." *Id.*; *see* 29 C.F.R. Part 531. In short, "employers generally many not issue paychecks at the minimum wage rate and then require employees to give some of the money back." *Rivera v. Peri & Sons Farms, Inc.*, 735 F.3d 892, 897 (9th Cir. 2013); *see* 29 C.F.R. § 531.35. And although an "employer may charge its employees for the reasonable cost of providing them 'board, lodging, or other facilities,'" such charges can never "include a profit to the employer or to any affiliated person." *Rivera*, 735 F.3d at 897; 29 C.F.R. § 531.33. Nor can charges be made for items sold "in violation of any Federal, State, or local law." 29 C.F.R. § 531.31. As further explained in the Administrator's motion, the terms "charge" and "deduction" are used interchangeably under the regulations, regardless of whether money is deducted directly from a worker's paycheck or whether the employer or affiliated person receives a cash payment from the worker some time after the worker is paid. Administrator's Br. 22; Field Assistance Bulletin 2012-3, at 1.

Sun Valley's liability for Hernandez's improper profiteering from workers is clear given the broad definition of "affiliated person" prohibited from "operat[ing] company stores" at a profit. 20 C.F.R. § 655.122(p)(2); Field Assistance Bulletin 2012-3. Accordingly, Sun Valley's

[14] The Administrator has issued guidance explaining that "affiliated person" also includes recruiters and "any person . . . who has an interest in the employment relationship." Wage and Hour Division, Field Assistance Bulletin No. 2012-3 (May 17, 2012), https://www.dol.gov/whd/FieldBulletins/fab2012_3.pdf.

suggestion that Hernandez's sales are "no different than workers buying . . . drinks from a Wawa" misses the mark entirely.[15] Resp't's Br. 3. Nor, given § 655.122(p)(2)'s standard, does it matter whether someone at Sun Valley other than Hernandez also profited from the sales. Resp't's Br. 28, 32. Sun Valley's misguided attempt to draw a line between Hernandez's conduct and the rest of Sun Valley's management is no ground for summary decision in Respondent's favor.

C. Hernandez's Illegal Deductions Reduced Workers' Wages Below the Wage Promised in the Job Order.

Each of Sun Valley's unreasonable deductions brought its workers' wages "below the minimum amounts required under" the H-2A regulations, namely the hourly rate and piece rates that Sun Valley agreed to pay its workers pursuant to the job orders. 20 C.F.R. § 655.122(p)(2); *see id.* § 655.120(a), 655.122(l).

Sun Valley wrongly asserts that because it has not claimed a "credit under Section 3(m) of the FLSA for providing an item in lieu of wages in order to reach the $7.25 federal minimum wage threshold," there is nothing that limits the prices that Hernandez could charge. Resp't's Br. 31. On the contrary, courts have consistently held employers liable for overcharging workers for food, beverages, alcohol, and cigarettes, or for selling those items illegally, pursuant to the same FLSA reasonableness principles that are incorporated in the H-2A regulations.[16] For example, an employer that "s[ells] alcoholic beverages and cigarettes to his employees" without a license under state law is liable for constructively "deduct[ing]" those amounts from workers' pay.

---

[15] Sun Valley's owners were well aware of Hernandez's sales of beverages and snacks in Sun Valley's kitchen. R. Marino Dep. 97:15–24.

[16] Contrary to Sun Valley's unsupported assertion, Resp't's Br. 31, sales of alcohol are subject to the same principles. *Ortiz*, 2009 WL 4575618, at *3 ("Items such as alcohol and cigarettes constitute 'other facilities' under the law.").

Marshall v. Hunter, No. 79-958, 1983 WL 2015, at *2–3 (M.D. Fla. May 9, 1983). And an employer that charges workers for food, beer, or cigarettes, even after issuing a paycheck that contains the full required wage, is liable for the improper charges as if the deduction were made directly from the paycheck. *Escobar v. Baker*, 814 F. Supp. 1491, 1506 (W.D. Wash. 1993) (MSPA); *see Ortiz*, 2009 WL 4575618, at *3 (employer violated 3(m) principles by "demanding reimbursement for items" sold to workers "on credit during the week," including beer and cigarettes) (awarding damages in the full amount of the charges).[17] These principles are explicitly incorporated by reference in the H-2A regulations and apply with equal force to illegal deductions constructively made from paychecks paid pursuant to the minimum wages set forth in the job orders. *See* 20 C.F.R. § 655.122(p)(2).

Sun Valley's argument regarding "free beer" is similarly misplaced. The Administrator's argument has never been that Sun Valley had a "duty to provide free beer." *Cf.* Resp't's Br. 31. The violation is the sale of beer both at a profit and in violation of state law. And there is no dispute that both the company and Hernandez lacked licenses to sell beer or cigarettes. *See* Glick Decl. ¶ 5 & Ex. 3 (Resp't's Resp. Nos. 24–25 and Hernandez's Resp. Nos. 5–6 to the Administrator's First Set of Requests for Admis.); N.J. Stat Ann. § 33:1-2(a) (license is required to sell alcohol in New Jersey); N.J. Stat Ann. § 54:40A-3 (license is required to sell cigarettes in New Jersey); In any event, the Administrator has calculated back wages for this aspect of the violation only in the amount of the profit Hernandez earned.

[17] As described in the Administrator's brief, Hernandez charged the workers cash for their meals and other purchases, the same afternoon that Sun Valley cashed the workers' paychecks. Administrator's Br. 10; *see* Hernandez Dep. 78:2–19, 79:12–20.

Sun Valley's arguments simply provide no basis for awarding summary decision in Respondent's favor.

VI. Sun Valley Does Not Plausibly Dispute That Its Worker Housing and Transportation Violated Health and Safety Standards.

The Administrator established in her motion that Respondent violated several health and safety standards by housing its workers in substandard conditions and transporting them in unsafe arrangements. *See* Administrator's Br. 6–12, 28–30, 39–42. Respondent does not point to any material facts whatsoever disputing these claims.

A. Respondent Is Not Entitled to Summary Decision Regarding Its Substandard Housing.

1. Sun Valley Has Not Met Its Burden to Establish a Factual Dispute Regarding the Screen, Mattress, or Refuse Container Violations on Which the Administrator Is Entitled to Summary Decision in Her Favor.

Rather than introducing any evidence that Sun Valley's housing complied with the applicable standards during the 2015 growing season, Respondent advances nothing more than a speculative "blame the workers" theory, without citing a single piece of material evidence in its favor. Resp't's Br. 45–47. None of Respondent's cited deposition testimony states that Sun Valley's housing was ever compliant with any of the specific standards, or that Sun Valley promptly remedied any deficiency. Respondent's brief, grounded solely in "speculation or conjecture," is insufficient to meet Respondent's burden as movant. *Robertson v. Allied Signal, Inc.*, 914 F.2d 360, 382 n.12 (3d Cir. 1990); *United States v. Donovan*, 661 F.3d 174, 184 (3d Cir. 2011).

The New Jersey Camp Inspection Report from February 25, 2015 is no more helpful to Respondent's cause. The document predates workers' arrival and the beginning of the job order period by nearly two months. Courts have routinely granted summary judgment for workers in

cases brought by private plaintiffs over subpar housing conditions, notwithstanding employers' reliance on such inspection reports. This is because a certificate of occupancy "shall not relieve" an employer "from the responsibility of ensuring" compliance with housing safety and health standards during the full period occupied by workers. *See* Wage and Hour Division Op. Letter WH-521 (Jan. 3, 1984) (MSPA interpretation); *accord* 75 Fed. Reg. 6884, 6910 (describing Department's practice of conducting post-certification inspections of H-2A employers once housing is "occupied"); *see also Howard v. Malcolm*, 658 F. Supp. 423, 425 (E.D.N.C. 1987) (granting summary judgment for plaintiffs and remarking that "[t]o suggest that initial compliance is all that is mandated by statute is ludicrous"); *Villalobos v. N.C. Growers Ass'n*, 252 F. Supp. 2d 1, 6, 34 (D.P.R. 2002). Furthermore, there is no foundation for how the New Jersey workforce agency actually conducted its inspection or what was examined. *Howard*, 658 F. Supp. at 425, 433 (E.D.N.C. 1987) (pre-inspection report insufficient to defeat summary judgment, without any affidavit from the inspector "even purporting to explain the circumstances of the report,").

2. Sun Valley Has Not Met Its Burden To Establish a Factual Dispute Regarding the Hot Water Violation.

Sun Valley has also not met its initial burden as movant to demonstrate the absence of factual disputes regarding the violation for inadequate hot water in the worker bathroom facility. 20 C.F.R. §§ 655.122(d)(1), § 654.412(a). Nor has Respondent even argued that facts are undisputed. The only evidence Sun Valley cites actually supports the Administrator's charge. *See* Resp't's Br. 46 (hot water frequently ran out).

B. The Evidence Regarding Sun Valley's Substandard Worker Transportation Compels Denial of Respondent's Motion.

For good reason, Respondent does not seriously argue that it is entitled to summary decision on the transportation violations pursuant to 20 C.F.R. § 655.122(h)(4).

Sun Valley does suggest that some of its vehicles passed internal inspections in 2015. Resp't's Br. 44. But there is no foundation or explanation for what Respondent's cited documents purport to show. Many are undated or post-date the 2015 growing season; do not specify the vehicle at issue; and as Sun Valley concedes, Resp't's Br. 45, do not establish that any of the tire treads or lighting devices at issue complied with applicable federal law or any relevant local standards.

As for the unsupported assertion that certain "pre-season" vehicle inspections were conducted by the "State of New Jersey DOL" on unspecified dates,[18] Resp't's Br. 44, there is no explanation, let alone any evidence, of what those supposed inspections covered or uncovered, nor any argument or supporting facts that the relevant U.S. Department of Transportation standards were used, or what local standards, if any. *See* 20 C.F.R. § 655.122(h)(4); 29 C.F.R. § 500.105. In any event none of these speculative claims creates any dispute of facts about Sun Valley's violations of the tire tread and lighting device regulations during the period at issue, July 2015, when the violations were documented. *See supra* Section VI.A.1; *Howard*, 658 F. Supp. at 425; *Villalobos*, 252 F. Supp. 2d at 34.

Sun Valley's attempt to escape liability for the driver's licenses violation fares no better. As the Administrator's motion established, Sun Valley chose five drivers to transport Sun

[18] Unlike in the housing context, the H-2A regulations do not mandate any "pre-season inspection" of transportation. *Cf.* Resp't's Br. 44.

Valley's workforce, knowing those drivers lacked proper licenses. Two of the drivers had no licenses of any kind, two had only Mexican licenses, and a fifth had only an expired Mexican license. *See* Administrator's Br. 10–12, 28–29, 39–41 (citing exhibits). Under applicable law, none of these drivers had authorization to operate a vehicle transporting migrant workers. 20 C.F.R. § 655.122(h)(4); N.J. Stat. Ann. § 39:3-10; N.J. Stat. Ann. § 39:3-10.18a; N.J. Admin. Code § 13:21-13.2(a).

CONCLUSION

For the foregoing reasons, the Administrator respectfully requests that the Court deny in full Respondent's Motion for Summary Decision.[19]

DATED: June 1, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

[19] Because Sun Valley's arguments regarding liability all fail, the Administrator does not separately address Respondent's scattershot arguments regarding back wage and civil money penalty calculations. In any event, such arguments are all premised on Sun Valley's assertions that there are disputed facts underlying the penalty assessments. Such arguments are not proper on a motion for summary decision, and illustrate the need for a trial on all claims for which the Administrator did not move for summary decision. And at least one of Respondent's arguments points to yet another instance in which the Administrator's computations actually understate Sun Valley's back wage liability. *See* Perez Decl. ¶ 35 & Ex. L (the transcription error identified at page 33 of Respondent's brief resulted in a lower average number of drinks than Wage and Hour's investigation found that workers had purchased).



JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

CERTIFICATE OF SERVICE

I, Jason E. Glick, an employee of the U.S. Department of Labor, in the Office of the Solicitor, Region II, 201 Varick Street, New York, New York, certify that on this 15th day of June 2017, I served the foregoing Administrator's Memorandum of Law in Opposition to Respondent's Motion for Summary Decision, and the attached declarations and exhibits, via email on:

Christopher J. Schulte, Esq.
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street N.W., Suite 800
Washington, D.C. 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

Jason E. Glick

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	Case No. 2017-TAE-00003

DECLARATION PURSUANT TO 28 U.S.C. § 1746

I, JOSE PEREZ, declare under penalty of perjury that the following is true and correct:

1. I make this Declaration based on personal knowledge of the facts and circumstances relevant to this matter and based on my review of the Wage Hour Division's official investigation file. If called, I would testify to the facts provided herein. I submit this Declaration in support of the Administrator's Memorandum of Law in Opposition to Respondent's Motion for Partial Summary Decision.
2. I am employed as an investigator by the U.S. Department of Labor, Wage and Hour Division. My duty station is the Southern New Jersey District Office, which is located at 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, NJ 08648.
3. The primary duty of my position is to conduct investigations of businesses to ascertain whether businesses covered by various federal labor statutes, administered and enforced by the Wage and Hour Division, are in compliance with the statutes and their

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

supporting regulations, including the Immigration and Nationality Act and H-2A regulations.

4. On July 8, 2015, I was assigned to investigate Sun Valley Orchards, LLC ("Sun Valley") to determine whether the firm was in compliance with the INA.

Sun Valley's Payroll Records and Three-Fourths Guarantee Liability

5. As part of my official duties as a Wage and Hour Division Investigator, I reviewed Sun Valley's job offers for the periods of April 13, 2015 to October 10, 2015, and June 1, 2015 to October 10, 2015.

6. Sun Valley's job offers specified that a workday consisted of seven hours on Mondays through Fridays, and five hours on Saturdays, a total of 40 hours per week. (One section of each job offer stated that the workday was five hours on Sundays instead of Saturdays.)

7. The job offers show that Monday May 25, Saturday July 4, and Monday September 7 were federal holidays, and therefore not workdays for purposes of the guarantee.

8. During the course of the investigation, I requested that Sun Valley provide me full payroll and time records from the 2015 growing season, and I reviewed all of the records Sun Valley produced to me.

9. Sun Valley's printed payroll records break out the hours worked by each employee, day by day. I used these records to identify the first day each employee worked at Sun Valley.

10. For each worker, I calculated the number of workday hours between the worker's first day of work, and the end of the job contract on October 10, excluding federal holidays. Sun Valley was required to offer each worker three-fourths of that amount of hours.

11. Next, I used Sun Valley's payroll records to obtain the total number of hours each Sun Valley employee worked during the contract period.

12. I used total hours worked to calculate the three-fourths guarantee, instead of hours offered, because none of Sun Valley's payroll and time records listed the amount of work Sun Valley offered. Sun Valley's payroll and time records also did not list any reasons why workers did not work on any given day, or why they worked fewer than the number of workday hours in the job offers.

13. Sun Valley failed to satisfy the three-fourths guarantee with respect to the following five workers, in the following amounts of missing hours:

Worker	First Workday in 2015	Contract End Date in 2015	Total Workday Hours Between First Workday and Contract End Date	Three-Fourths Guarantee	Hours Worked on Sun Valley Payroll	Hours Shortfall
Miguel Elizondo Soto	June 3	October 10	734	550.5	471	79.5
Luis Luna Gonzalez	June 3	October 10	734	550.5	515.27	35.23
Dario Morales Acosta	June 3	October 10	734	550.5	352.23	198.27
Rodrigo Raya Tapia	June 3	October 10	734	550.5	475	75.5

Jose Islas Larraga	April 29	October 10	927	695.25	451.5	243.75

14. This chart is updated to reflect two transcription issues I discovered in recently reviewing the computations.

15. First, for the week ending July 28, 2015, according to Sun Valley's payroll records, Mr. Raya Tapia worked 63.25 hours, rather than the 63.5 hours I initially used in my computations.

16. Second, for the week ending May 5, 2015, according to Sun Valley's payroll records, Mr. Islas Larraga worked 75.00 hours, rather than the 94.25 hours I initially used in computations.

17. I understand that in the spring of 2017, Sun Valley produced one or more documents indicating that certain workers worked different numbers of hours than shown on almost all of the hundreds of pages of payroll records produced to the Wage and Hour Division during the investigation. For example, one of these documents indicates that Mr. Larraga worked a total of 38.50 hours in April 2015 but does not provide a day-by-day breakdown. According to the payroll records that Sun Valley provided and that I reviewed during the investigation, the only hours Mr. Larraga worked in April 2015 were 9.00 hours on April 29 and 10.25 hours on April 30, 2015, totaling 19.25 hours. A true and accurate copy of those records is attached as Exhibit A (DOL00505).

18. According to Sun Valley's payroll records, the first day Mr. Larraga worked at Sun Valley was April 29, 2015, and the last day was June 9, 2015. In other words, the

payroll records do not list any hours Mr. Larraga worked on any days before April 29, 2015 or after June 9, 2015.

19. According to Sun Valley's payroll records, the only days that Miguel Elizondo Soto worked at Sun Valley in August 2015 were August 1, August 3, and August 4. A true and accurate copy of those records is attached as Exhibit B (DOL00925). He worked 10.50, 10.00, and 10.00 hours on those days, respectively. In other words, Mr. Elizondo Soto only worked at Sun Valley for 30.50 hours in August 2015, contrary to 40.37 hours listed on the document that Sun Valley recently produced.

20. I previously calculated back wages owed for Sun Valley H-2A worker Jose Silva Lopez, based in part on a document that Sun Valley provided to me that was poorly photocopied, causing certain columns to be omitted, including the column "Reg" that reflects the total hours worked. A true and accurate copy of that page is attached as Exhibit C (DOL00619). Based on another payroll record that shows the hours worked in the week ending June 9, 2015, I now conclude that Mr. Silva Lopez actually worked an additional 19 hours that week, for a total of 564.73 hours in 2015, putting him just over the 550.5 hour threshold for the guarantee.

21. Sun Valley's payroll records show that Sun Valley paid workers $11.29 per hour in many weeks. During some weeks, the records show that Sun Valley paid its workers a slightly higher rate, apparently based on a piece rate spelled out in Sun Valley's job offers.

22. DOL01945, attached as Exhibit D, is a true and accurate copy of a document provided to me on or about August 6, 2015, during Wage and Hour's investigation of Sun Valley in 2015.

Agustin Hernandez's Sales of Beverages, Snacks, and Beer

23. As part of the Wage and Hour Division's investigation of Sun Valley in 2015, I met with Agustin Hernandez, Sun Valley's crew leader and field boss. I also met with and interviewed Elia Pinon, Agustin Hernandez's spouse, who also works in Sun Valley's kitchen.

24. Pinon told me that she went to Sam's Club and some local "Mexican food store[s]" to purchase soft drinks (including Gatorade, Monster energy drinks, Coke, and Sprite) that Hernandez sold to Sun Valley's workers. She estimated that Sun Valley's workers purchased an average of 4 soft drinks per day, and at times "up to 8 drinks per day." A true and accurate copy of Elia Pinon's July 22, 2015 signed interview statement, and an internal translation, are attached as Exhibit E (DOL00200–05).

25. Hernandez told me that he did not keep receipts for beverages sold to workers. He also told me that Russell Marino, Jr. informed him that he did not need to keep such receipts and could charge workers whatever amount Hernandez chose.

26. During the investigation, I requested copies of all receipts and records associated with Sun Valley's meal plan. Almost without exception, the Sam's Club receipts that Hernandez produced to me did not show any purchase of beverages. However, one receipt that Hernandez produced to me showed that he purchased five cases of Coca

Cola, each containing 36 cans, at $13 per case — that is, at a cost of about 36 cents per can. A true and accurate copy of that receipt is attached as Exhibit F (DOL01422).

27. On June 2, 2017 I reviewed price information for beverages at Sam's Club using Sam's Club website. To do so, I first examined the receipts that Hernandez provided me and determined that the location of the Sam's Club store where Hernandez shopped was in Deptford, New Jersey. I selected that location on Sam's Club website and searched the website for the prices of goods sold at that particular store. I searched for the prices of products Hernandez sold, such as Coca Cola, Monster, Gatorade, and several other beverages and snacks that Sun Valley's workers, Hernandez, or Pinon told me that Hernandez sold in 2015.

28. A true and correct copy of webpages showing some of the results of those price searches is attached hereto as Exhibit G (DOL03716–25).

29. According to the first page of Exhibit G, the Sam's Club price for a case of 36 cans of Coca Cola is $9.98 (DOL03716).

30. On an inspection of Sun Valley on or about July 21 and 22, 2015, I took photographs of Sun Valley's kitchen, including some of the refrigerators there. A true and correct copy of one of these photographs is attached as Exhibit H (DOL01893).

31. My colleague John Crudup and I learned during our visits to Sun Valley that Agustin Hernandez used several of these refrigerators or freezers in Sun Valley's kitchen to store groceries used to prepare workers' meals. A true and correct copy of a photograph the inside of some of those refrigerators or freezers is attached as Exhibit I (DOL01900–01).

32. Hernandez used another of these refrigerators to store beer that he resold to workers. This refrigerator was next to a Coca-Cola-branded cooler of beverages and a rack of snacks that Hernandez also sold.

33. True and correct copies of two photographs of the inside of this beer refrigerator are attached as Exhibit J (DOL01894, 01896). As shown in Exhibit J, one of the brands of beer stored on the bottom shelf of the refrigerator was Coors Light; other brands included Budweiser, Corona, and Modelo.

34. In August 2015 I looked up the price of one of those brands of beer by visiting a Costco in Wayne, New Jersey. I learned that the price for a case of Coors Light was $20.99, yielding a price of about 70 cents per can. A true and correct of the photographs I took to document this price are attached as Exhibit K (DOL03714–15). I used this store, a major wholesale store in New Jersey, to determine a sample price because Hernandez denied that he sold beer and did not tell me where he purchased the beer he resold to Sun Valley's workers.

35. In the computations I performed with respect to back wages owed for sales of beverages to Sun Valley's workers at a profit, I inadvertently entered "0" as the number of beverages one worker purchased on a daily basis and excluded that worker from the total number of workers in the denominator when calculating the average. The number for that worker should have been "8," as that worker told me that he purchased "8 drinks from Agustin daily." A true and correct copy of this interview statement and an internal English translation of this interview statement is attached as Exhibit L (DOL00175–78). Once this transcription error is corrected and the worker is correctly

included in the denominator, the average number of soft drinks purchased per day by Sun Valley's employees is 4.68, rather than 4.42 as I previously calculated.

I declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct.

Executed on this 15th day of June 2017.

Jose L Perez

JOSE PEREZ

Investigator, U.S. Department Of Labor
Wage and Hour Division
Southern New Jersey District Office
3131 Princeton Pike, Building 5, Room 216
Lawrenceville, NJ 08648

Declaration of Wage and Hour Investigator Jose Perez

Pay Records

Exhibit A – Sun Valley payroll excerpt from April 29 to May 5, 2015
Exhibit B – Sun Valley payroll excerpt from July 29, 2015 to August 4, 2015
Exhibit C – Sun Valley payroll excerpt from June 3, 2015 to June 9, 2015

Sun Valley Termination Form

Exhibit D – Worker termination form

Statement

Exhibit E – Statement of Elia Pinon

Beverage Cost Information

Exhibit F – Receipt for Coca-Cola and groceries
Exhibit G – Sam's Club Coca-Cola price information

Photographs of Sun Valley Facilities

Exhibit H–J – Photographs of refrigerators and beer brands

Beer Cost Information

Exhibit K – Costco Coors Light price information

Statement

Exhibit L – Statement of Sun Valley Worker (redacted for informant's privilege)

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		2.00	12.00					4	4					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	11.25					5	5					135.50
5/5/2015	Tuesday		6.00	12.25					10	10					143.38
2071 Islas Larraga, Jose Damian Total:		04/29/15 - 05/05/15	37.75	75.00			5.68	426.20	58	58			7.00	407.75	882.50
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2074 Juarez Hernandez, Javier Total:		04/29/15 - 05/05/15	54.75	54.75			11.29	618.14	98	98			7.00	687.45	726.16
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	10.50					19	19					150.56
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.75	9.75					17	17					118.34
2027 Leon Hernandez, Ruben Total:		04/29/15 - 05/05/15	66.50	68.00			11.04	750.80	119	119			7.00	830.73	890.59
4/29/2015	Wednesday		8.00	8.00					10	10					90.32
4/30/2015	Thursday		3.00	9.00					4	4					101.61
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.75	10.75					22	22					151.88

Employee Count: 18 **Job Card Count:** 131

5

DOL00505

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/30/2015	Thursday		9.25	9.25					28	28					104.43
7/31/2015	Friday		10.50	10.50					2	2					118.54
8/1/2015	Saturday		10.50	10.50					14	14					118.55
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2160 Elizondo Soto, Miguel Angel Total:		07/29/15 - 08/04/15	59.25	59.25			11.27	667.61	58	58			3.69	212.43	668.93
7/29/2015	Wednesday		9.50	9.50					143	143					145.04
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.93
8/3/2015	Monday		10.00	10.00					98	98					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2117 Flores Flores, David Total:		07/29/15 - 08/04/15	57.75	57.75			11.29	651.99	625	625			0.72	453.33	718.98
7/29/2015	Wednesday		8.75	8.75											98.79
7/30/2015	Thursday		9.53	9.53					32	32					107.63
7/31/2015	Friday		10.50	10.50					1	1					118.54
8/1/2015	Saturday		10.50	10.50					54	54					118.55
8/3/2015	Monday		9.75	9.75					23	23					110.08
8/4/2015	Tuesday		9.75	9.75											110.08
2122 Galindo Cervantes, Honorat Total:		07/29/15 - 08/04/15	58.78	58.78			11.29	663.67	110	110			1.62	178.51	663.67
7/29/2015	Wednesday		6.00	6.00					69	69					86.03
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.98
8/3/2015	Monday		10.00	10.00					99	99					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2125 Galindo Cervantes, Juan Ernesto Total:		07/29/15 - 08/04/15	54.25	54.25			11.29	612.48	552	552			0.71	394.51	660.02

Employee Count: 19 **Job Card Count:** 187

Job

ate	Job	Farm, Field	Total Time
8/2015	Monday		8.05
9/2015	Tuesday		6.00
036 Sanchez Villasenor, lejandro Total:		06/03/15 - 06/09/15	51.08
3/2015	Wednesday		6.00
4/2015	Thursday		7.10
5/2015	Friday		8.25
6/2015	Saturday		3.50
7/2015	Sunday		6.77
8/2015	Monday		8.05
9/2015	Tuesday		5.75
026 Sanchez Villasenor, Saul otal:		06/03/15 - 06/09/15	45.42
7/2015	Sunday		
8/2015	Monday		
9/2015	Tuesday		
170 Santoyo Castro, Ricardo otal:		06/07/15 - 06/09/15	
7/2015	Sunday		
8/2015	Monday		
9/2015	Tuesday		8.75
144 Silva Lopez, Jose Luis Total:		06/07/15 - 06/09/15	8.75
3/2015	Wednesday		6.00
4/2015	Thursday		7.00
5/2015	Friday		8.25
6/2015	Saturday		3.53
7/2015	Sunday		4.28
8/2015	Monday		7.65
9/2015	Tuesday		5.25
124 Soto Gurrola, J Santos Total		06/03/15 - 06/09/15	41.97

Employee Count: 58 **Job Card Count:** 720

DOL01945

My name is _____ I do hereby resign my job with

SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: _____

Signature: _____ Date: 3/8-15

Print name of witness: R-3, MARINO JR

____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

Mi nombre es _____ Creo que quiere renunciar a mi trabajo en

SVO (nombre de la granja). Reconozco que me han ofrecido trabajo adicional para el resto de mi contrato, sin embargo, renunciar a la razón a continuación. Entiendo que estoy es requerido por la ley federal para regresar a su hogar inmediatamente y organismos del gobierno de US será notificado. Estoy enfermo o ME han resultado heridos.

____ Tengo que volver a mi país porque un miembro de la familia está enfermo o lesionado, ha muerto.

____ Tengo que volver a mi país con azada por motivos personales.

____ QUIERO dejar mi trabajo.

____ Trabajo ha disminuido, y me gustaría volver a casa.

____ Otros: _____

Nombre en letra de imprenta: _____

Firma: _____ Dia Fecha: 3/8-15

nombre del testigo: R-3, MARINO JR

____ Esperar a regresar a mi trabajo una vez que ya he realizado mi inasistencia. Entiendo que tengo que estar en contacto con mi empleador durante mi ausencia. Espero volver en _____. Entiendo que si no lo hago mi renuncia es efecto hoy, y los US Agencias de gobierno será notificado.

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the m[redacted] extent possible under existing law.

07/22/2015
(Date)

Sun Valley Orchards
(Place of Interview)

I, Mr. , Miss, Mrs. Ms.,Elia Pinon of ,
(Name of Employee) **(Number, street, apt. no.)**

Mullica Hill, NJ,
(City or Town) **(State)** **(Zip Code)**

,
(Telephone Number) **(Driver's license #-Do not request if number is same as Social Security number)**

years of age, (was/have been) employed by Agustin Hernandez FLC
(Establishment)

(Location of Establishment) for the approximate period from 04/2015 to Present

as Cook
(Occupation or description of duties)

Statement:

I started serving food to the workers on 04/08/2015 - at that time there were only 20 or 22 workers that participated in the weekly meal plan. The weekly meal plan costs each worker $75; the price of the meal plan has always been the same. The workers pay my husband Agustin in cash weekly for the meal plan. Currently there are 98 workers that are participating in the weekly meal plan. The weekly meal plan includes 3 daily meals - breakfast (coffee and bread), lunch (meat, rice and beans) and dinner (meat, rice and beans). The workers can ask for additional food if they are hungry. Drinks are sold to the workers in the field and in the kitchen - soda (coke or sprite) is $1, gatorade is $1, monster energy drink is $2, juices are $2.50, and jarritos are $1. The workers purchase an average of 4 drinks per day that include sodas, gatorade, juices and monster energy drink - at times workers purchase up to 8 drinks per day. Each worker purchases at least 1 drink with every meal they eat and every break they take. I purchase all foods and drinks at Sam's Club and a mexican food store (La Fiesta and El Paisano). At Sam's Club I purchase all the drinks (gatorade, monster energy drinks and coke/sprite) - I purchase all meats and jarritos at the mexican food store. I keep all the receipts from the purchases that I make - my husband keeps a record of all the purchases. Workers are not allowed to enter the kitchen to cook their own meals - we sometimes give the workers permission to use the microwave to reheat food in the kitchen. The workers are not allowed to put their own food in the refrigerators in the kitchen. The kitchen is always closed except when we are cooking the meals. There are 3 of us working in the kitchen (myself, Lucia and Felix) - Omar also worked in the kitchen but now he works in the fields picking vegetables. I work 7am to 6/630pm 7 days per week - I take 1 hour lunch - I work some 70 hours per week. Lucia works 730am to 1pm 7 days per week - Felix works 6am to 6/630pm but he takes a 1.5 hour break during the day except for Friday and Saturday which is when we go

Form WH-31 (Revised Jan. 2001)
B- //

shopping - Felix works 7 days per week. I earn $700 per week - I earn $10 per hour - Lucia earns $400 per week and Felix earns $700 per week. My husband, Agustin, pays the kitchen workers directly including myself in cash weekly every Friday. My husband also sells drinks to the workers in the field. None of the workers have asked me to use the kitchen to cook their own meals. Felix and I are the only ones who have keys to open the kitchen door. If a worker needs to use the kitchen to reheat food Felix will allow them to enter the kitchen but he stays with the worker the entire time. I do not keep track of how many drinks we sell daily. The majority of the workers participate in the weekly meal plan. I have never seen any kids working here.
The above statement has been read to me and I agree.

Elia Pinon 07/22/2015

Jose L Perez, WHI 07/22/2015

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. _____ (Date)

Miss

Mrs. _____ (Place of interview)

I, Ms. _____ (Name of employee), of _____ (Number, street, apt. no.)

_____ (City or town) _____ State _____ Zip Code

_____ (Telephone number) _____ (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____ (Establishment)

_____ (Location of establishment) for the approximate period from _____ to _____ (if still employed state "present")

as _____ (Occupation or description of duties)

Statement: MI ESPOSO LE PAGA A LOS TRABAJADORES DE LA COCINA (INCLUYENDO YO) EN CASH (EFECTIVO) TODOS LOS VIERNES. EN LOS CAMPOS MI ESPOSO VENDE LAS VENIDAS A LOS TRABAJADORES. LOS TRABAJADORES NUNCA ME HAN PEDIDO USAR LA COCINA PARA COCINAR. SOLO YO Y FELIX TENEMOS LAS LLAVES DE LA COCINA - SI AY UN TRABAJADOR QUE QUIERE COCINAR ALGO DURANTE EL DIA FELIX LE PUEDE HABRIR LA PUERTA PERO TIENE QUE QUEDAR CON EL. NO TOMAMOS CUENTA DE CUANTAS VENIDAS SE VENDEN AL DIA. LA MAYORIA DE LOS TRABAJADORES EN EL CAMPAMENTO PARTICIPAN EN EL PLAN SEMANAL DE →

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

R-11

DOL00202

La comida nunca e visto ningun niño trabajando aqui.

Me han leido todo y estoy de acuerdo.

x Elia Piñon Julio-22-15

Firma Fecha

Jose L Perez, WHI 7/22/2015

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

1/22/15
(Date)

Mr.
Miss
Mrs.
I, Ms. ELIA PINTON, of
(Name of employee)

(Place of interview)

(Number, street, apt. no.)

MULVICA HILL
(City or town)

State

Zip Code

(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

18+ years of age, (was/have been employed by)
(Establishment)

(Location of establishment) for the approximate period from 4/2015 to PRESENT
(if still employed state "present")

as COCINERA
(Occupation or description of duties)

Statement: EMPEZE A DARLE COMIDA A LOS TRABAJADORES EL 4/8/2015 - ERAN UNOS 20 - 22 TRABAJADORES QUE PARTICIPARAN PARA EL PLAN DE COMIDA SEMANAL LOS TRABAJADORES ERAN PAGADO $75 ESA SEMANA. EL PLAN DE COMIDA SEMANAL SIEMPRE HA SIDO $75 - PAGADOS EN EFECTIVO A MI ESPOSO AGUSTIN. AHORA MISMO SON UNOS 98 PERSONAS QUE COMPRAN EL PLAN DE COMIDA SEMANAL. VENDEMOS LAS 3 COMIDAS AL DIA CON EL PLAN SEMANAL DE COMIDA = DESAYUNO (PAN CON CAFE), LUNCHE (CARNE, ARROZ, FRIJOLES), Y LA CENA (CARNE, ARROZ, Y FRIJOLES). LOS TRABAJADORES PUEDEN PEDIR MAS COMIDAS SI TIENEN HAMBRE. →

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)
B-11

DOL00204

vendemos las verduras en el campo y en la cocina. Soda (Coke, Sprite) = $1.00, Gatorade = $1.00, Monster = $2.00, Jugos = $2.50 (Jumex) Tarritos = $1.00. Los trabajadores compran como 4 bebidas al día entre Soda, Gatorade, Jugos, y Monster - Pueden beber hasta 6 o 8 al día. Los trabajadores siempre compran por los menos bebidas durante la comida y los breaks. Yo hago las compras de Sam's Club y tiendas mexicanas (La Fiesta y el Paisano) - En Sam's Club compramos las sodas (Gatorade, Monster, Coke) - En la tienda mexicana compramos tarritos y la carne. Tengo todos los recibos de las compras - mi esposo está encargado. Los trabajadores no pueden entrar a la cocina para cocinar - Solo le damos permiso para usar el microondas. Los trabajadores no pueden poner su comida en los frigoríficos - La cocina siempre está cerrada afuera de cuando estamos cocinando. Somos 3 trabajando en la cocina (yo, Lucía, y Felix) - Omar trabajó un poco tiempo pero trabaja en el campo. Trabajo 7am hasta las 6/630pm - [illegible] 7 días a la semana (1 hora de lunche) - Trabajo 70 horas a la semana. Lucía trabaja de 630am hasta 1pm - Trabaja 7 días a la semana. Felix trabaja de [illegible] 6am hasta 6/630pm - Toma un break de 1 1/2 hora al día menos los viernes y sábados que hacemos la compra - Trabaja 7 días a la semana. Yo gano $700 a la semana ($10 a la hora), Lucía gana $400 a la semana, Felix gana $700 semanal. →

José L Perez, Whi
7/22/2015

Elia Piñon
[illegible]

Julio-22-15
Felix

DOL00205

AR - 1239

720264

[illegible] 121.00

2 Bbs Lenguas 5.29 42.32

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 07/09/15
NAME Laurel Food Market		
ADDRESS		
CITY, STATE, ZIP Agustin 856 8997353		

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
10	fibras				$20.00	

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	5	Suero	23.00	115.00
2	5	Square	11.00	55.00
3	2	lata Jumex	15.00	30.00
4	2	Carton Jumex	18.00	36.00
5	2 ~~4~~	Agua mineral	18.00	36.00 *
6	4	CC soda	24.00	96.00
7	5	~~36~~ Coca Cola lata	13.00	65.00
8	1	caja Agin	20.00	20.00
~~9~~	~~19~~	~~caja anadent~~	~~3.50~~	~~66.50~~ X
10	223	Pan	.75	159.75
~~11~~	~~2~~	~~caja bolsa~~	~~18.00~~	~~36.00~~ X
12	10	Le Chuga	1.50	15.00
13	7	Cilantro	1.00	7.00
14	5	Naranja Agria	4.00	20.00
15	6	Sazon Goya	5.00	30.00
16	4	latas Chipotle	11.00	44.00
17	1	caja Jitomate Bola	15.00	15.00
18	1	caja Huevo	90.00	90.00
RECEIVED BY	1	Caja Papa	25.00	25.00

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

DOL01422

Search Results for coke cans

Do it now, before it's gone! 12-oz. 30 pk. Buy Now →

Your Lists Sam's Club Credit Easy Reorder Join Renew

Sam's Club coke cans Your club Deptford, NJ Your account Sign in

Shop by department Instant Savings Shocking Values Gift Cards

46 results found for coke cans

Refine

Showing {{plpCtrl.offset+1}}- of All Online In club Sort by {{plpCtrl.sortList.selected.name}}

Clear all selections

Sorted by both Relevance and {{plpCtrl.sortList.selected.name}}

Departments

Brand
- Coca-Cola (2)
- Diet Coke (1)
- Nostalgia (2)
- Dr. Pepper (2)
- 7-Up (1)
- Willtec (2)

Product Type
- Flavored Syrups (37)
- Beverage Dispensers (4)
- Soda (3)
- Popcorn Machines (2)

Price
- $0 - $10 (3)
- $10 - $20 (18)
- $20 - $50 (20)
- $50 - $100 (1)
- $1500 - $2000 (1)
- $2000 - $2500 (1)
- $3000 - $4000 (2)

Top Rated



Coca-Cola (12 oz. cans, 35 pk)

(18)

$9 98

In club only

Add to cart

Top Rated



Diet Coke (12 oz. cans, 35 pk.)

(11)

$9 98

In club only

Add to cart



Coca-Cola Zero (12 oz. cans, 35 pk.)

(3)

$9 98

In club only

Add to cart

Top Rated

Feedback

Search Results for coke cans

$ to $ >

More Ways to Shop

Subscriptions (37)

Product Rating

& Up (30)

& Up (41)

& Up (41)

& Up (41)

All Ratings



Nostalgia Coca-Cola Series Kettle Popcorn Maker

(55)

$57 92

Online only

Add to cart



Nostalgia Coca-Cola Series Hot Air Popcorn Maker

(55)

$23 92

Online only

Add to cart



Dr. Pepper Syrup Concentrate (1 gal.)

(14)

$27 28

Online only

Add to cart



Diet Dew Point Syrup (3 gal.)

(8)

$39 98

Online only

Add to cart



Diet Dew Point Syrup (1 gal.)

(5)

$17 28

Online only

Add to cart



7-UP Syrup (2.5 gal.)

(2)

$49 38

Online only

Add to cart

Search Results for coke cans



Dr. Pepper Syrup (2.5 gal.)

(5)

$49 38

Online only

Add to cart

Top Rated



Dew Point Syrup (1 gal.)

(10)

$17 28

Online only

Add to cart

Root Beer Syrup (1 gal.)



Diet Cola Syrup w/Sucralose (1 gal.)

(8)

$16 98

Online only

Add to cart

Lemon Lime Syrup (1 gal.)

Red Wave Cola Syrup (1 gal.)

(3)

$16 98

Online only

Root Beer Syrup (1 gal.)

(7)

$16 98

Online only

Add to cart

Lemon Lime Syrup (1 gal.)

(6)

$16 98

Online only

Add to cart

Search Results for coke cans

RC Fountain Syrup 1 gallon

Orange Soda Syrup (1 gal.)

Vanilla Cream Soda Syrup (1 gal.)

(6)

$16 98

Online only

RC Fountain Syrup 1 gallon

(7)

$23 28

Online only

Orange Soda Syrup (1 gal.)

(8)

$16 98

Online only

Pink Lemonade Syrup (1 gal.)

Pink Lemonade Syrup (1 gal.)

(3)

$17 28

Online only

Diet Orange Soda Syrup (1 gal.)

(2)

$16 98

Online only

Diet Rite Fountain Syrup (3 gal.)

(2)

$49 38

Online only

Search Results for coke cans

Diet Dr Kooper Syrup (3 gal.)

Diet Dr Kooper Syrup (3 gal.)
(1)
$39 58
Online only

Tonic Syrup Concentrate (1 gal.)
(4)
$21 28
Online only

Blue Wave Cola Syrup (1 gal.)
(5)
$16 98
Online only

Diet Tonic Syrup (3 gal.)

Diet Orange Syrup Concentrate (3 gal.)
(1)
$39 58
Online only

Diet Vanilla Cream Soda Syrup (1 gal.)
(8)
$16 98
Online only

Diet Tonic Syrup (3 gal.)
(3)
$41 38
Online only

Search Results for coke cans

Diet Vanilla Cream Soda Syrup (3 gal.)

(1)

$39 58

Online only

Diet Fruit Punch Syrup (1 gal.)

$17 28

Online only

Diet Lemon Lime Syrup (3 gal.)

(6)

$39 58

Online only

Diet Root Beer Syrup (3 gal.)

Diet Dr. Kooper Syrup (1 gal.)

Diet Root Beer Syrup (3 gal.)

(3)

$39 58

Online only

Diet Raspberry Iced Tea Syrup (3 gal.)

(1)

$41 38

Online only

Diet Dr. Kooper Syrup (1 gal.)

(3)

$16 98

Online only

Search Results for coke cans

Diet Spurt Syrup (1 gal.)

Diet Spurt Syrup (1 gal.)

(1)

$18 38

Online only

Unsweet Iced Tea Concentrate Syrup (1 gal.)

(4)

$21 28

Online only

Dr. Kooper Syrup (1 gal.)

Dr. Kooper Syrup (1 gal.)

(2)

$16 98

Online only

Diet Root Beer Syrup (1 gal.)

Sweet & Sour Syrup (3 gal.)

Cranberry Juice Syrup (3 gal.)

(2)

$49 38

Online only

Diet Root Beer Syrup (1 gal.)

(1)

$16 98

Online only

Sweet & Sour Syrup (3 gal.)

(1)

$49 38

Online only

DOL03722

Search Results for coke cans

Diet Rite Syrup (1 gal.)

RC Fountain Syrup (3 gal.)

Diet Rite Syrup (1 gal.)

(2)

$23.28

Online only

Strawberry Soda Syrup (1 gal.)

(2)

$16.98

Online only

RC Fountain Syrup (3 gal.)

(2)

$49.38

Online only

Willtec 4-Flavor Refrigerated Soda/Juice Dispenser

$1,998.00

Online only

Free shipping

Willtec Refrigerated Soda Dispenser

$3,298.00

Online only

4-Flavor Refrigerated Soda Dispenser - Stainless Steel

$2,084.00

Online only

Willtec Lil' Fella Soda Dispenser- 6 Flavors

$3,098 00

Online only

Showing {{plpCtrl.offset+1}}- of

No results

Clear all selections to show more results.



4x6 Prints for 10¢ each
Save on quality prints today through June 4.

Upload Photos Now

Feedback for search
Did you find the product you are looking for? Yes
No

Sign up for email updates

Get updates on savings events, special offers, new items, in-club events and more. Privacy Policy.

Thank you. You are now subscribed to Sam's Club insider emails. Invalid email

© 2000-2017, Sam's West, Inc. All rights reserved.



DOL01893



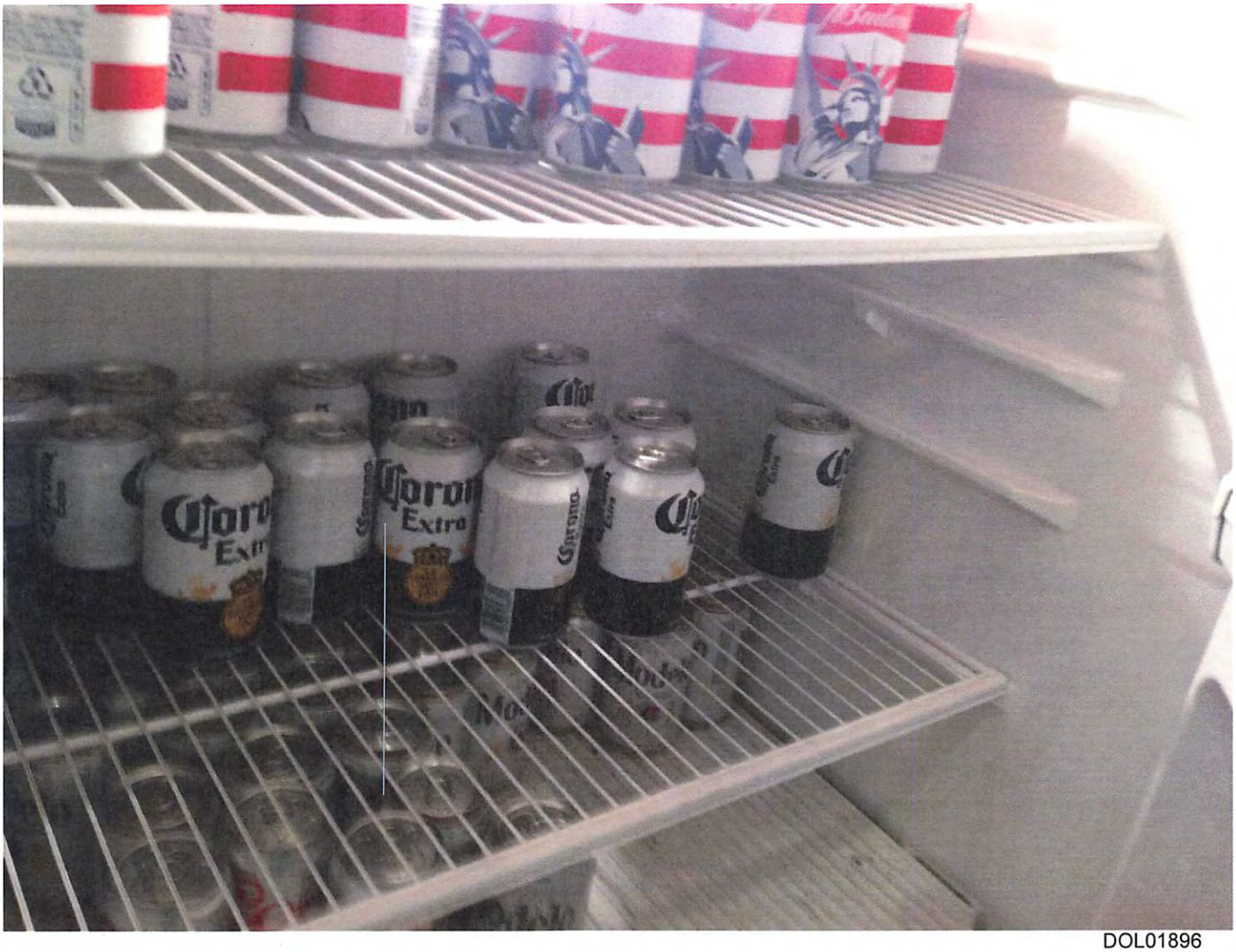
DOL01900



DOL01901



DOL01894



DOL01896


10441
COORS LIGHT
30/12 OZ
*CASE SALE ONLY
PRICE PER QUART
1.866
SELL PRICE
20.99
8/14/15

DOL03714


30 12FLOZ CANS
Coors
LIGHT
BORN IN THE ROCKIES
BORN IN THE ROCKIES
-ESTª 1978-
COORS LIGHT

DOL03715

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

IP
(Date)

Sun Valley Orchards
(Place of Interview)

I, Mr. , Miss, Mrs. Ms. IP (Name of Employee) of IP (Number, street, apt. no.),

IP (City or Town), Mexico, (State) (Zip Code)

IP (Telephone Number) (Driver's license #-Do not request if number is same as Social Security number)

I years of age, (was/have been) employed by Sun Valley Orchards (Establishment)

Swedesboro NJ (Location of Establishment) for the approximate period from IP to 08/04/2015

as Picker - H2A Visa Holder (Occupation or description of duties)

Statement:

I have and H2A Visa - I traveled from Mexico to this farm to work. I went to IP in order to apply to work here - I read the contract that indicated I would work from IP until 10/10/2015. Agustin Hernandez made me sign a paper on 08/04/2015 that said that I was voluntarily resigning my job and that if I didn't sign that I would not be allowed to go back to Mexico - I signed the paper since I was afraid I would not be allowed to travel back to Mexico. I work 6am to 6pm - 1 hour of lunch - 7 days per week. I earn $11.29 per hour - I am paid weekly by check - it is accompanied by a paystub. The contract indicated that I would have access to a kitchen to cook my own food but when I arrived Agustin that I had to pay him $80 weekly in order to eat and that I couldn't go into the kitchen to cook my own meals. If I knew that I had to participate the weekly meal plan I would never have traveled to this farm to work. I purchase 8 drinks from Agustin daily - 5 in the field and 3 at the dormitory camp. I am available to work until the end of my contract on 10/10/2015 but there is little work so they are sending us back to Mexico. There is no place to wash our clothes - I pay $12 to one of the workers (not Agustin) to give me a ride into town to wash my clothes. Agustin sells beers to the workers for $2 a can (Modelo and Budweiser) - the majority of the workers purchase beer from Agustin daily. In the fields there is water for the workers to drink but there are no bathrooms. I am transported in the small yellow school bus to the fields to work. I left my house in IP . I have never seen any kids working here. I stay in the dormitory free of charge.

The above statement has been read to me and I agree.

IP
Jose L Perez, WHI

IP

2

Form WH-31 (Revised Jan. 2001)
B- 4

DOL00175

AR - 1258

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

IP (Date)

Mr.
Miss
Mrs.
I, Ms. IP (Name of employee) of FUN VALLEY ORCHARDS IP (Number, street, apt. no.)

IP (Telephone number) State Zip Code

(Driver's licence number - Do not request if number is same as Social Security Number)

IP years of age, (was/have been employed by) FUN VALLEY ORCHARDS. (Establishment)

JUNDERLAND NY (Location of establishment) for the approximate period from IP 1/15 to 8/4/15 (if still employed state "present")

as PICADOR - VISADO DE H2A (Occupation or description of duties)

Statement: YO SOY VISADO DE H2A - VINE AQUI DESDE MEXICO PARA TRABAJAR EN ESTA FARMA. FUI A IP PARA APLICAR PARA TRABAJAR - LEI EL CONTRATO QUE INDICABA QUE IBA A TRABAJAR DE IP HASTA EL 10 DE OCTUBRE. ALVARO HERNANDEZ ME HIZO FIRMAR UN PAPEL EL 8/4/15 QUE INDICABA QUE ESTABA VOLUNTARIAMENTE DEJANDO EL TRABAJO Y SI NO FIRMABAMOS QUE NO PODIA IR DERECHO PARA MEXICO - YO SE LO FIRME PORQUE TENIA MIEDO NO PODER VOLVER PARA ACA. TRABAJO DE 6AM HASTA 6PM - 1 HORA DE COMIDA - 7 DIAS A LA SEMANA. GANO $11.29 POR HORA →

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

8-4

DOL00177

AR - 1260

ME PAGAN SEMANAL POR CHEQUE - TRAE TALON.
EL CONTRATO INDICAVA QUE IVA A TENER ACESO A
LA COCINA PARA COCINAR MI PROPIA COMIDA PERO
QUANDO LLEGUE AQUI AGUSTIN ME DIJO QUE TENIA
QUE PARTICIPAR EN EL PLAN SEMANAL DE $60
Y QUE NO PODIA USAR LA COCINA. SI YO SUPIERA
QUE TENIA QUE PARTICIPAR EN EL PLAN SEMANAL
DE COMIDA NO VIAJARA A ESTA FARMA PARA
TRABAJAR. LE COMPRO 6 VEVIDAS AL DIA A
AGUSTIN - 5 EN EL CAMPO Y 3 EN EL DORMITORIO.
YO ESTOY DISPONIBLE PARA CUMPLIR MI CONTRATO
Y TRABAJAR HASTA 10/10/15 PERO NO HAY
TRABAJO Y NOS ESTAN HECHANDO DEVUELTA
PARA MEXICO. NE TENEMOS SITIO PARA LAVAR LA
ROPA - LE PAGO $12 POR EL RIDE A UN CHOFER
(NO AGUSTIN) A UNO DE LOS OTROS TRABAJADORES
PARA IR A LA CIUDAD. AGUSTIN VENDE CERVEZA
POR $2 (MODELO Y BUDWEISER) - LA MALLORIA
DE LOS TRABAJADORES LE COMPRAN CERVEZA
DIARIAMENTE. EN EL CAMPO TENEMOS AGUA
PARA VEVER PERO NO BAÑOS PARA USAR. SOY
TRANSPORTANDO A LOS CAMPOS EN LOS BUSES
PEQUEÑOS AMARILLOS. SALI DE MI CASA EN
IP [redacted]
IP [redacted]
IP [redacted] NUNCA E VISTO NINGUN NIÑO
TRABAJANDO AQUI. QUE EN EL DORMITORIO
GRATIS.
ME HAN LEIDO TODO Y ESTOY DE ACUERDO.

X IP [redacted] IP [redacted]
SIGNATURE DATE.

JOSE L PEREZ/WH IP [redacted]

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	Case No. 2017-TAE-00003

DECLARATION PURSUANT TO 28 U.S.C. § 1746

I, JASON E. GLICK, declare under penalty of perjury that the following is true and correct:

1. I make this Declaration based on personal knowledge of the facts and circumstances relevant to this matter and based on my review of the Wage and Hour Division's official investigation file. I submit this Declaration in support of the Administrator's Memorandum of Law in Opposition to Respondent's Motion for Summary Decision.

2. I am an attorney with the Office of the Solicitor, U.S. Department of Labor, Region II. My duty station is located at 201 Varick Street #983, New York, NY 10014. I represent the Administrator of the Wage and Hour Division ("Administrator") in the instant proceeding.

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

3. Attached hereto as Exhibit 1 is a true and accurate copy of an August 21, 2015 e-mail that Respondent produced to the Administrator on April 7, 2017 in the instant proceeding, identified in that production as "Exhibit 4.3."

4. Attached hereto as Exhibit 2 is a true and accurate copy of Respondents' May 17, 2017 Response to the Administrator's Second Set of Interrogatories in the instant proceeding.

5. Attached hereto as Exhibit 3 is a true and accurate copy of Respondents' April 7, 2017 Joint Response to the Administrator's First Set of Requests for Admissions in the instant proceeding.

6. Attached hereto as Exhibit 4 is a true and accurate copy of Respondents' April 7, 2017 Joint Response to the Administrator's First Set of Document Requests in the instant proceeding (captioned "Respondents' Joint Response to First Set of Requests for Admissions").

7. Attached hereto as Exhibit 5 is a true and accurate copy of an August 4, 2015 e-mail, forwarding a May 7, 2015 e-mail, produced by Respondent to the Administrator on April 7, 2017 in the instant proceeding and identified in that production as "Exhibit 4.5."

8. Attached hereto as Exhibit 6 are true and accurate copies of worker termination forms that Respondent produced to the Administrator on April 27, 2017 in the instant proceeding, identified in that production as "Exhibits 16a, 16b, and 16c."

9. Attached hereto as Exhibit 7 are true and accurate copies of excerpts from the transcript of the deposition of Hugo Leonel Cinta Tegoma taken on May 11, 2017 in the instant proceeding.

10. Attached hereto as Exhibit 8 are true and accurate copies of excerpts from the transcript of the deposition of Hector Mishel Garcia Dominguez taken on May 10, 2017 in the instant proceeding.

11. Attached hereto as Exhibit 9 are true and accurate copies of excerpts from the transcript of the deposition of Carlos Cervantes Ramirez taken on May 10, 2017 in the instant proceeding.

12. Attached hereto as Exhibit 10 are true and accurate copies of excerpts from the transcript of the deposition of Dario Morales Acosta taken on May 3, 2017 in the instant proceeding.

13. Attached hereto as Exhibit 11 are true and accurate copies of excerpts from the transcript of the deposition Miguel Angel Elizondo Soto taken on May 3, 2017 in the instant proceeding.

14. Attached hereto as Exhibit 12 are true and accurate copies of excerpts from the transcript of the deposition of Jose Silva Lopez taken on May 4, 2017 in the instant proceeding.

15. Attached hereto as Exhibit 13 are true and accurate copies of excerpts from the transcript of the deposition of Russell J. Marino, Jr. taken on April 19, 2017 in the instant proceeding.

16. Attached hereto as Exhibit 14 are true and accurate copies of excerpts from the transcript of the deposition of Agustin Hernandez taken on April 18, 2017 in the instant proceeding.

17. Attached hereto as Exhibit 15 are true and accurate copies of excerpts from the transcript of the deposition of Sun Valley Orchards, LLC taken on April 20, 2017 pursuant to 29 C.F.R. § 18.64(b)(6), and of Joseph Marino in the instant proceeding.

I declare pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct.

Executed on this 15th day of June, 2017.

JASON E. GLICK
Attorney, U.S. Department Of Labor
Office of the Solicitor
201 Varick Street #983
New York, NY 10014

Declaration of Trial Attorney Jason E. Glick

Sun Valley's Discovery Responses and Document Productions

Exhibit 1 – Aug. 21, 2015 e-mail (Exhibit 4.3 to Apr. 7, 2017 production)
Exhibit 2 – May 17, 2017 Response to Administrator's Second Set of Interrogatories
Exhibit 3 – April 7, 2017 Response to Administrator's First Set of Requests for Admissions
Exhibit 4 – April 7, 2017 Response to Administrator's First Set of Document Requests
Exhibit 5 – Aug. 4 and May 7, 2015 e-mails
Exhibit 6 – Worker termination forms (Exhibits 16a, 16b, 16c to Apr. 27, 2017 production)

Excerpts from Transcripts of Depositions of Sun Valley H-2A Employees

Exhibit 7 – Hugo Leonel Cinta Tegoma
Exhibit 8 – Hector Mishel Garcia Dominguez
Exhibit 9 – Carlos Cervantez Ramirez
Exhibit 10 – Dario Morales Acosta
Exhibit 11 – Miguel Angel Elizondo Soto
Exhibit 12 – Jose Silva Lopez

Excerpts from Transcripts of Depositions of Sun Valley Owners and Managers

Exhibit 13 – Owner Russell J. Marino, Jr.
Exhibit 14 – Manager Agustin Hernandez
Exhibit 15 – Sun Valley Orchards, LLC (29 C.F.R. § 18.64(b)(6)) and Owner Joseph Marino

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Friday, August 21, 2015 2:49 PM
To: csc-x.h-2aabs@dhs.gov; 'TLC, Chicago - ETA SVC'; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'; margi@sunvalleyorchard.com
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned home for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 19
5. Workers Name: see below

6. DOL Case #: H-300-15157 SWA# 0994838

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Adan	Godinez	Barcenas
ddSun Valley Orchards LLC	6/1/15	NL	10/10/15	Alejandro	Romero	Arredondo
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Alvaro	Vargas	Venegas
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Armando	Tapia	Barbosa
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Dario	Morales	Acosta
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Erick Guadalupe	Garcia	Cardoso

Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Gustavo	Cuellar	Romero
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Jose Luis	Silva	Lopez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Jose Manuel	Jacobo	Ramirez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Juan	Ramirez	Chavez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Luis Alberto	Hernandez	Zavala
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Luis Antonio	Luna	Gonzalez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Martin	Hurtado	Olvera
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Miguel Angel	Elizondo	Soto
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Nicolas	Arroyo	Alonso
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Omar	Garcia	Ramirez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Pedro	Chargoy	Escudero
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Pedro	Zavala	Almanza
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Rodrigo	Raya	Tapia

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: [redacted] PII
If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent	Case No: 2017-TAE-00003 **RESPONDENT'S RESPONSE TO SECOND SET OF INTERROGATORIES**

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.60 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondent responds to the Administrator's Second Set of Interrogatories as follows:

General Objections

Respondent, by and through counsel, objects generally to each interrogatory in the Administrator's Second Set of Interrogatories as follows:

1. Respondent objects to the Second Set of Interrogatories to the extent they seek information protected against disclosure by the attorney-client privilege,

the work-product privilege, or any other rule of privilege or confidentiality provided by law.

2. Respondent's responses to the Second Set of Interrogatories are based on Respondent's good faith effort to ascertain responsive information to the extent such information is reasonably available. Respondent reserves its right to supplement its responses in accordance with 29 CFR §18.53.

3. Respondent objects to any interrogatory that seeks information that is unreasonably cumulative or duplicative of information that can be obtained through other sources that are more convenient, less burdensome, and less expensive.

4. Respondent objects to any interrogatory that fails to describe the information sought without reasonable particularity.

5. Respondent objects to any interrogatory requests to the extent that they do not relate to the claims in the determination letters in this matter. Respondent includes within this objection those interrogatories that may be conditionally relevant unless a proper foundation has been laid at the time of attempted evidentiary use.

6. Respondent objects to the "Instructions" to the extent that they purport to impose a duty or duties in excess of that required by 29 CFR § 18.10, *et seq.*, or the Federal Rules of Civil Procedure. Respondent will comply with the regulations and Federal Rules of Civil Procedure in response to these Discovery Requests.

7. Respondent's responses to these interrogatories are based on Respondent's best recollection of facts in question and represent a good faith effort to ascertain responsive information to the extent such information is reasonably

available. Respondent reserves the right to supplement any responses if it is learned that, in some material respect, a response is incomplete or incorrect and if the additional or corrective information has not otherwise been made known during the discovery process or otherwise.

8. Respondent objects to any interrogatory that fails to describe the information requested in a reasonably particularized manner. Respondent will attempt to respond to such Requests by attempting to discern what information the Administrator is seeking and respond to the Request as so interpreted where it is reasonably able to do so.

9. By responding to an interrogatory, Respondent does not thereby agree with or otherwise adopt any implicit or explicit characterization of the facts or legal conclusions in such Request. It expressly reserves the right to object to, and challenge, any such characterization whenever advanced.

10. All of the responses contained herein are based only on such information that is currently available to and known to Respondent. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add additional meaning to the known facts, as well as establish new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and/or variations from responses herein set forth. The following responses are given without prejudice to Respondent's right to produce and introduce at trial evidence of any subsequently discovered facts that they may later develop. The responses contained herein are made in a good faith

effort to supply the factual information as is currently known, but in no way subject Respondent to prejudice in relation to further discovery, research or analysis.

11. Respondent objects to the Administrator's Second Set of Interrogatories to the extent that it exceeds the limit of 25 interrogatories, including all discrete subparts, as set forth in 29 C.F.R. § 18.60(a)(1). Responding to an interrogatory or discrete subpart does not waive this objection, and Respondent expressly reserves its right to raise this objection to any attempt to introduce any response to an interrogatory promulgated in excess of this limitation.

12. Respondent expressly reserves all objections to the admissibility at trial or any other proceeding of any of the information or documents they produce in response to these Discovery Requests.

Interrogatories

1. Please identify all persons, other than your attorneys, who responded to or assisted in responding to the Department's Second Set of Interrogatories, specifying separately which person(s) assisted in responding to each item of discovery.

Response: Russell J. Marino, Jr. and Lisa Justice responded to or assisted in responding to each interrogatory in the Administrator's Second Set of Interrogatories.

2. With respect to the document that Respondents produced as Exhibit 9 on April 7, 2017, please explain in detail and state:

a. the date Exhibit 9 was created;

b. the source of the information in the "Total Hours" column; and

c. the meaning of the information in the "Total Hours" column, including whether "Total Hours" refers to hours actually worked,

hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows in Exhibit 9, please explain in detail any such variation.

Response: (a) Exhibit 9 was created on February 17, 2016, as indicated on the document. By that, Respondent means that that precise piece of paper was printed at that time. The information included in the document was created at some point prior to that date, in 2015, based on data entered into Sun Valley's records at the time when the work reflected in the document was performed by these workers, in April through August 2015. Respondent is unable to determine more precisely when the spreadsheet reflected in Exhibit 9 was first created.

(b) The "Total Hours" reflect the hours worked by each work and paid by Sun Valley, based on data from the PET ("Payroll Employee Tracking") Tiger tracking system.

(c) The information in the "Total Hours" column refers to hours actually worked by each employee.

3. With respect to the document attached hereto as DOL00513-19 please explain in detail and state:

a. the source of the information in the "Total Hours" column; and

b. the meaning of the information in the "Total Hours" column, including whether "Total Hours" refers to hours actually worked, hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows, please explain in detail any such variation, and please do so with reference to the categories listed in the "Ern/Ded Description" column ("Asp Harv H2A," "Minimum Wag[e]," "Planting H2A," etc.).

Response: The information in the "Total Hours" column comes from the PET Tiger tracking system used by Sun Valley, as imported into the "Famous" payroll tracking

system used by Sun Valley. The information in the "Total Hours" column takes two forms, as reflected in the "Ern/Ded Description" column. The categories shown for this time period are:

- "Asp Harv H2A" – asparagus harvesting by H-2A workers; the AEWR is paid to both H-2A and domestic workers doing work covered by the job order, and the "H2A" notation reflects the tax-withholding difference for H-2A workers only;
- "Planting H2A" – planting other vegetables; again "H2A" reflecting the tax treatment rather than the wage rate; and
- "Minimum Wag[e]" – described in more detail below.

The "Minimum Wage" notation arises where: (1) a worker is performing work that would be compensated on a piece-rate basis; (2) the piece-rate earnings for that worker on that day do not reach the level required of AEWR times the number of hours worked for that day; so (3) additional compensation is provided to increase the worker's earnings to the required AEWR level. That additional compensation is reflected as "Minimum Wage" for a given day. So, for all hours worked, both the hours actually worked and the number of "pieces" are tracked, and the higher of the AEWR x hours or pieces x rate is automatically used for that day's pay.

The "Total Hours" notation for a "Minimum Wage" pay increase simply mirrors the hours worked for that day as already shown on the piece-rate entry for that day (e.g., "Asp Harv H2A") and were not used to calculate three-fourths guarantee "Total Hours" for any of these workers. For entries showing a "Minimum Wage" payment on a given day, the "Total Hours" column for such a payment is not relevant – the "Total Hours" for the piece-rate-based work for that day is the relevant number of hours worked for purposes of the AEWR-times-hours minimum payment.

4. With respect to the document attached hereto as DOL919-20, please explain in detail and state:

a. the source of the information in the "Hours" column; and

b. the meaning of the information in the "Hours" column, including whether "Hours" refers to hours actually worked, hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows, please explain in detail any such variation.

Response: The information in the "Hours" column is transferred from the PET Tiger tracking system. The information in the "Hours" column means the actual hours worked by each employee (i.e., not reflecting any payroll adjustments for "Minimum Wage" adjustments discussed above, where the piece-rate production fell below the AEWR hourly requirement).

5. Please state whether Respondent's answers to Interrogatories 4a and 4b are also the same for all other documents in Exhibit C titled "Payroll Run Inquiry – Check View." If the source or meaning of the information in the "Total Hours" column for the other "Payroll Run Inquiry – Check View" documents differs from the source or meaning of the information in the "Total Hours" columns in DOL00919-20, please explain in detail any such variation.

Response: Respondent objects to this Interrogatory as compound, vague, and confusing. Subject to those objections, Respondent states that the answers to Interrogatories 4a and 4b are the same for the information included in the "Hours" column of the documents comprising Exhibit C. The "Payroll Run Inquiry – Check View" reports in DOL00919-20 and Exhibit C all come from the same source.

6. With respect to the document attached hereto as DOL00501-11, please explain in detail and state:

a. the source of the information in the "Total Time and "Reg" columns; and

b. the meaning of the information in the "Total Hours" and "Reg" columns, including whether "Total Hours" and "Reg" refers [*sic*] to hours actually worked, hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows, please explain in detail any such variation.

Response: For most of the employees and most of the days, the information in those two columns is identical and reflects the hours actually worked. For the few employee-days where the numbers are not the same for these columns, Sun Valley has checked with its payroll software vendor for an explanation of the difference. It appears that the disparity occurred (and has since been remedied) where a worker split time between hourly and piece-rate work in a given day, with the "Total Hours" amount showing only one type of work and the "Reg" amount showing the combination. The "Reg" amounts consistently exceed the "Total Hours" amounts in the few cases where they are not identical.

7. Please state whether Respondent's answers to Interrogatories 6a and 6b are also the same for all documents in Exhibit C titled "Job Card: Payroll Summary." If the source or meaning of the information in the "Total Hours" or "Reg" columns for other "Job Card: Payroll Summary" documents differs from the source or meaning of the information in the "Total Hours" or "Reg" columns in DOL00501-11, please explain in detail any such variation.

Response: The source of the information was the same for the "Job Card: Payroll Summary" reports, whether in Exhibit C or in DOL00501-11, so the explanation

should be the same as in Interrogatory 6, to the extent that there is any variation between the numbers in those columns for a particular worker on a particular day.

8. For each of the following six workers (Miguel A Elizondo Soto, Jose D Islas Larraga, Luis A Luna Gonzalez, Dario Morales Acosta, Rodrigo Raya Tapia, and Jose L Silva Loopez), please provide a full, complete, and detailed description of how Sun Valley calculated that Sun Valley satisfied the three-fourths guarantee in 2015. In your response, please state, for each of these six workers, the total number of hours actually worked and the total number of hours of work offered, and identify the records that support those numbers.

Response: Subject to the objections set forth above, Sun Valley responds as follows. Lisa Justice and Russell J. Marino, Jr. took the contract period for each worker and determined the number of weeks in that period. They then multiplied the number of weeks by 40 hours per week, as set forth on the job order, to determine the total contract hours. They then calculated 75% of that total number of hours and compared that to the total hours worked as of that date by each of the employees in question.

For the job order with a period of need of April 13, 2015 through October 10, 2015, there were 26 weeks, multiplied by 40 hours/week for 1040 hours total, with 780 hours as the three-fourths target. For the latter job order, with a period of need of June 1, 2015 through October 10, 2015, there were 19 weeks, for a total of 760 hours and a three-fourths target of 570 hours.

As shown in Exhibit 16 (provided herewith and prepared in response to this Interrogatory), 5 of the six workers identified in the Interrogatory (all but Jose Islas Larraga) worked on the second target, thus having a three-fourths target of 570 hours. Miguel Elizondo Soto worked 715.26 hours, Luis Luna Gonzalez worked

708.39 hours, Rodrigo Raya Tapia worked 690.06 hours, and Jose Silva Lopez worked 859.19 hours.

The other two workers were offered more hours but did not work them, due to illness or refusal to work – Dario Morales Acosta sat in camp for three weeks after he hurt his foot. Jose Islas Larraga worked 633.25 hours on the earlier contract, and Dario Morales Acosta worked 486.34 hours on the later contract. The "hours offered" to each worker that bring their total hours offered above their respective three-fourths guarantee level were determined by the hours offered/worked by their co-workers, as shown in Sun Valley's payroll records.

DATED: May 17, 2017

/s/ Christopher J. Schulte
Christopher Schulte
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004
(202) 465-3000
(202 347-3664 (fax)

CERTIFICATE OF SERVICE

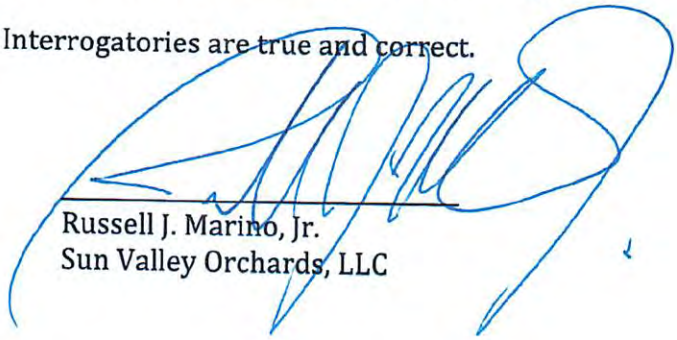
I hereby certify that on May 17, 2017 a copy of Respondents' Responses to Administrator and Secretary's Second Set of Interrogatories was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

VERIFICATION

Pursuant to 28 U.S.C. § 1746, I verify under the penalty of perjury that the foregoing responses to the Administrator's First Set of Interrogatories are true and correct.



Russell J. Marino, Jr.
Sun Valley Orchards, LLC

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002 **RESPONDENTS' JOINT RESPONSE TO FIRST SET OF REQUESTS FOR ADMISSIONS**

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.63 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondents respond to the Administrator and Secretary's First Set of Requests for Admissions as follows:

Specific Responses and Objections

Sun Valley Orchards

Request for Admission 1:

Notwithstanding extraneous markings, the document provided as Exhibit A is a true, accurate and complete copy (including any attachments or appendices) of the Agricultural and Food Processing Clearance Order (ETA Form 790) signed by Russell Marino, Jr. on December 22, 2014, for the period of employment of April 13, 2015 to October 10, 2015 and filed with the U.S. Department of Labor by Sun Valley.

Response to Request for Admission 1:

Admitted.

Request for Admission 2:

Notwithstanding extraneous markings, the document provided as Exhibit B is a true, accurate and complete copy (including any attachments or appendices) of the Agricultural and Food Processing Clearance Order (ETA Form 790) signed by Russell Marino, Jr. on December 22, 2014, for the period of employment of June 1, 2015 to October 10, 2015 and filed with the U.S. Department of Labor by Sun Valley.

Response to Request for Admission 2:

Admitted.

Request for Admission 3:

During 2015, Sun Valley did not enter into any written contract regarding terms or conditions of employment with its domestic workers or H-2A workers, apart from the documents attached as Exhibit A and Exhibit B.

Response to Request for Admission 3:

Admitted in part, denied in part. Respondents deny that the documents provided as Exhibit A and Exhibit B are written contracts with Sun Valley's domestic workers or H-2A workers. Respondents admit that no written agreement was entered into between Sun Valley and its domestic workers or H-2A workers for the 2015 season.

Request for Admission 4:

Sun Valley is the successor in interest to Marino Brothers, Inc., a/k/a Marino Brothers.

Response to Request for Admission 4:

Admitted in part, denied in part. Respondents admit that Sun Valley shares some common ownership with the entity known as Marino Brothers, Inc., a/k/a Marino Brothers, and Sun Valley currently operates the farming operation formerly known as Marino Brothers. To the extent that this Request for Admission calls for a purely legal conclusion or implies any particular legal conclusion as a result, such a conclusion is denied.

Request for Admission 5:

During 2015, Sun Valley was an employer of each of the workers listed in Exhibit B of the Administrator and Secretary's Initial Disclosures dated February 15, 2017.

Response to Request for Admission 5:

Admitted to the extent that not all of the workers listed were employed for the entire 2015 growing season, but all were employed for at least part of 2015.

Request for Admission 6:

Notwithstanding extraneous markings, the documents found at Exhibit C are true and accurate copies of payroll records that were created and maintained by Sun Valley in the regular course of business.

Response to Request for Admission 6:

Admitted, to the best of Respondent's knowledge, information and belief.

Request for Admission 7:

During 2015, Sun Valley did not maintain any documents, apart from those found at Exhibit C, concerning the number of hours of work offered each day in 2015 to each of its domestic workers and H-2A workers.

Response to Request for Admission 7:

Admitted in part, denied in part. The records at Exhibit C are complete payroll records, as such, but there are additional documents, provided herewith, reflecting the voluntary resignation of several Sun Valley employees that concern the number of hours of work offered to its H-2A workers (Exhibits 3 and 4.1-4.11).

Request for Admission 8:

During 2015, Sun Valley did not create or maintain any documents concerning the reasons any of its domestic workers and H-2A workers worked fewer hours than the number of hours of work offered in the work contract in 2015.

Response to Request for Admission 8:

Denied. Sun Valley created and maintained the payroll records found at Exhibit C. Sun Valley also created or maintained records reflecting the decision by 19 H-2A

employees to terminate their employment voluntarily in May 2015 and others to do so later in the season. Such records are provided herewith and in response to the Administrator and Secretary's Document Requests. (Exhibits 3, 4.1-4.11).

Request for Admission 9:

Notwithstanding extraneous markings, the documents found at Exhibit D are true and accurate copies of records concerning charges for weekly meals paid by Sun Valley's domestic workers and H-2A workers in 2015.

Response to Request for Admission 9:

Admitted in part, denied in part. The documents found at Exhibit D appear to reflect amounts paid by some of Sun Valley's workers, but these amounts were not paid to Sun Valley.

Request for Admission 10:

During 2015, apart from those found at Exhibit C and Exhibit D, Sun Valley did not maintain any documents concerning the amount of or reasons for any and all deductions from any domestic worker or H-2A worker's wages between April 8, 2015 and July 21, 2015.

Response to Request for Admission 10:

Denied. Sun Valley did not make any deductions from any domestic worker's wages during this time period. Additional documents exist reflecting Sun Valley's expenses for operating its kitchen facilities (Exhibit 5), but those expenses were not part of any deduction from workers' wages.

Request for Admission 11:

During 2015, Sun Valley charged its domestic workers (including migrant agricultural workers) and H-2A workers a weekly fee for meals.

Response to Request for Admission 11:

Denied. Sun Valley did not charge any of its workers a weekly fee for meals.

Request for Admission 12:

During 2015, Sun Valley's weekly meals fee was $75 in some weeks and $80 in all other weeks.

Response to Request for Admission 12:

Denied. Sun Valley did not charge any of its workers a weekly fee for meals.

Request for Admission 13:

During 2015, Sun Valley did not furnish free cooking or kitchen facilities to its domestic workers (including migrant agricultural workers) or H-2A workers.

Response to Request for Admission 13:

Denied. Sun Valley denies this Request inasmuch as it maintained cooking or kitchen facilities at all times during 2015. Sun Valley further does not admit that any of its domestic workers were migrant agricultural workers, nor that any of its domestic or H-2A workers ever requested to use such facilities. Sun Valley's employees, both domestic and H-2A, purchased and ate meals prepared for them by a third party, apparently without complaint.

Request for Admission 14:

During 2015, Sun Valley did not offer to provide free transportation to any store for domestic workers (including migrant agricultural workers) or H-2A workers to purchase groceries.

Response to Request for Admission 14:

Denied. First, Sun Valley denies that it had any obligation under the H-2A rules or any other provision of law or regulation to provide such transportation to local domestic workers. Sun Valley further does not admit that any of its domestic workers were migrant agricultural workers, nor that any applicable workers were denied transportation to any store.

Request for Admission 15:

Notwithstanding extraneous markings, the documents found at Exhibit E are a true and accurate copy of Sun Valley's records of Sun Valley's costs in providing food and beverages (including three daily meals) to its domestic workers (including migrant agricultural workers) and H-2A workers between April 8, 2015 and July 21, 2015, to the best of Sun Valley's knowledge, information and belief.

Response to Request for Admission 15:

Denied. Respondents object to this Request because it fails to meet the basic requirement that requests be simple, concise and state facts singly. This request requests admissions of multiple separate sets of facts. Without waiving the foregoing objections, Respondent denies that the documents found at Exhibit E are a true and accurate copy of Sun Valley's records on this issue. The documents found at Exhibit E reflect expenses to Sun Valley in the form of a refrigerator and the cost

of setting up the kitchen, but the remaining expenses for groceries were for Agustin Hernandez and not Sun Valley. Sun Valley further specifically denies that it provided food and beverages or daily meals to its domestic workers beyond paying for the kitchen facilities at the farm and paying the utilities as reflected in Exhibit 5.

Request for Admission 16:

Sun Valley did not maintain any documents, apart from those found at Exhibit E, concerning the cost of food, beverages, or other items that Sun Valley sold or re-sold to its domestic workers and H-2A workers between April 8, 2015 and July 21, 2015.

Response to Request for Admission 16:

Denied – see response to Request for Admission 15. By way of further response, Sun Valley did not sell or re-sell any food, beverages, or other items to its workers. The groceries reflected in the receipts included in Exhibit E were not "re-sold" to Sun Valley's employees but were used by Agustin Hernandez to prepare hot meals for employees.

Request for Admission 17:

During 2015, Sun Valley sold soft drinks to its domestic workers.

Response to Request for Admission 17:

Denied. Sun Valley did not sell soft drinks to its domestic workers.

Request for Admission 18:

During 2015, Sun Valley sold soft drinks to its H-2A workers.

Response to Request for Admission 18:

Denied. Sun Valley did not sell soft drinks to its H-2A workers.

Request for Admission 19:

During 2015, Sun Valley sold soft drinks to its domestic workers at a profit to Sun Valley.

Response to Request for Admission 19:

Denied. Sun Valley did not sell soft drinks to its domestic workers.

Request for Admission 20:

During 2015, Sun Valley sold soft drinks to its H-2A workers at a profit to Sun Valley.

Response to Request for Admission 20:

Denied. Sun Valley did not sell soft drinks to its H-2A workers.

Request for Admission 21:

During 2015, Sun Valley was not licensed to sell beer.

Response to Request for Admission 21:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell beer but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 22:

During 2015, Sun Valley sold beer to its domestic workers.

Response to Request for Admission 22:

Denied. Sun Valley did not sell beer to its domestic workers.

Request for Admission 23:

During 2015, Sun Valley sold beer to its H-2A workers.

Response to Request for Admission 23:

Denied. Sun Valley did not sell beer to its H-2A workers.

Request for Admission 24:

During 2015, Sun Valley was not licensed to sell cigarettes.

Response to Request for Admission 24:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell cigarettes but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 25:

During 2015, Sun Valley sold cigarettes to its domestic workers.

Response to Request for Admission 25:

Denied. Sun Valley did not sell cigarettes to its domestic workers.

Request for Admission 26:

During 2015, Sun Valley sold cigarettes to its H-2A workers.

Response to Request for Admission 26:

Denied. Sun Valley did not sell cigarettes to its H-2A workers.

Request for Admission 27:

Sun Valley's housing facility at 1321 Route 45 in South Harrison Township, New Jersey, was constructed prior to April 3, 1980.

Response to Request for Admission 27:

The housing facility described was on the property when Sun Valley acquired it, but to the best of Sun Valley's knowledge and information, the Request is admitted.

Request for Admission 28:

During 2015, Sun Valley transported its domestic workers and H-2A workers in vehicles operated by drivers without valid licenses or permits to operate vehicles in New Jersey.

Response to Request for Admission 28:

Denied. On information and belief, Sun Valley and its employees complied with all applicable laws and regulations. Sun Valley is not in possession of the licenses or permits of such drivers at this time.

Request for Admission 29:

In early August 2015, Sun Valley terminated more than 40 H-2A workers.

Response to Request for Admission 29:

Sun Valley objects to this Request as unnecessarily vague as far as "early August" but admits that it terminated a number of H-2A workers in August 2015, after more than three-fourths of the hours in the job order had been completed, based on a poor pepper harvest and a decreased need for labor.

Request for Admission 30:

In early August 2015, Sun Valley terminated more than 40 H-2A workers without cause.

Response to Request for Admission 30:

See response to Request 29.

Request for Admission 31:

Notwithstanding extraneous markings, Exhibit F is a true and accurate copy of a document that Sun Valley provided to approximately 45 H-2A workers on or about August 8, 2015.

Response to Request for Admission 31:

Admitted.

Agustin Hernandez

Request for Admission 1:

At all times during 2015, Hernandez was registered with the U.S. Department of Labor as a farm labor contractor.

Response to Request for Admission 1:

Denied. Mr. Hernandez was registered with the State of New Jersey as a crew leader, and a copy of his 2015 license from the State is provided as Exhibit 8, but on information and belief, he was not registered with the U.S. Department of Labor as a farm labor contractor.

Request for Admission 2:

Hernandez recruited migrant agricultural workers to work at Sun Valley during 2015.

Response to Request for Admission 2:

Denied. Mr. Hernandez did not recruit migrant agricultural workers to work at Sun Valley during 2015. In 2015, Sun Valley employed local workers, H-2A workers, and domestic workers who had worked at Sun Valley in previous seasons and returned on their own.

Request for Admission 3:

Exhibit G is a true and accurate copy of a document that Hernandez posted at or near 1321 Route 45, South Harrison Township, New Jersey in 2015.

Response to Request for Admission 3:

Admitted in part and denied in part. The Request is improperly vague as to place and time but, to the extent that it can be answered, Mr. Hernandez admits posting this document.

Request for Admission 4:

Hernandez did not disclose in writing to Sun Valley's migrant agricultural workers that Sun Valley would charge those worker a weekly fee for meals in 2015.

Response to Request for Admission 4:

Denied. Sun Valley did not charge any workers a weekly fee for meals in 2015. As such, no such disclosure was required or appropriate.

Request for Admission 5:

In 2015, Hernandez was not licensed to sell beer.

Response to Request for Admission 5:

Admitted in part and denied in part. Mr. Hernandez did not hold any specific license to sell beer but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 6:

In 2015, Hernandez was not licensed to sell cigarettes.

Response to Request for Admission 6:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell cigarettes but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

DATED: April 7, 2017

Respectfully submitted,

/s/ Christopher J. Schulte
Christopher J. Schulte
Counsel for Respondent
CJ Lake, LLC
525 9th Street N.W., Suite 800
Washington, DC 20004
(202) 465-3000

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2017 a copy of Respondents' Responses to Administrator and Secretary's First Set of Requests for Admissions was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002 **RESPONDENTS' JOINT RESPONSE TO FIRST SET OF REQUESTS FOR ADMISSIONS**

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.61 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondents respond to the Administrator and Secretary's First Set of Document Requests as follows:

General Objections

Respondents, Sun Valley Orchard, LLC and Agustin Hernandez, by and through counsel, object generally to each document requests in the First Set of Document Requests as follows:

1. Respondents object to the First Set of Requests for the Production of Documents to the extent they seek information protected against disclosure by the attorney-client privilege, the work-product privilege, or any other rule of privilege or confidentiality provided by law.

2. Respondents' responses to the First Set of Requests for the Production of Documents are based on Respondents' good faith effort to ascertain responsive information to the extent such information is reasonably available. Respondents reserve their rights right to supplement these responses in accordance with 29 CFR §18.53

3. Respondents object to any document request that seeks information that is unreasonably cumulative or duplicative of information that can be obtained through other sources that are more convenient, less burdensome, and less expensive.

4. Respondents object to any document request as to which the burden and expense of responding outweighs its likely proposed benefit, considering the needs of the case, the amount in controversy, the parties' resources, and the importance of the documents requested to the issues before this tribunal.

5. Respondents object to any document requests that describe the documents requested without reasonable particularity.

6. Respondents object to the Document Requests to the extent that they do not relate to the claims in determination letters in this matter. Respondents include within this objection those Requests that may be conditionally relevant unless a proper foundation has been laid at the time of attempted evidentiary use.

7. Respondents object to the "Instructions" to the extent that they purport to impose a duty or duties in excess of that required by 29 CFR § 18.10, *et seq.*, or the Federal Rules of Civil Procedure. Respondents will comply with the regulations and Federal Rules of Civil Procedure in response to the Discovery Requests.

8. Respondents object to all Requests that assume facts not in evidence.

9. Except for any Request that requests Respondents to apply law to fact, Respondent's responses interpret the words of the Requests in light of their common meaning, rather than any potential technical legal meaning they might have.

10. Respondents' responses to the Document Requests are based on Respondents' best recollection of facts in question and represent a good faith effort to ascertain responsive information to the extent such information is reasonably available. Respondents reserve the right to supplement any responses if it is learned that, in some material respect, a response is incomplete or incorrect and if the additional or corrective information has not otherwise been made known during the discovery process or otherwise.

11. Respondents object to any Document Request that fails to describe the information requested in a reasonably particularized manner. Respondents will

attempt to respond to such Requests by attempting to discern what information the Department is seeking and respond to the Request as so interpreted where it is reasonably able to do so.

12. By responding to a Document Request, Respondents do not thereby agree with or otherwise adopt any implicit or explicit characterization of the facts or legal conclusions in such Request. They expressly reserve the right to object to, and challenge, any such characterization whenever advanced.

13. All of the responses contained herein are based only on such information that is currently available to and known to Respondents. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add additional meaning to the known facts, as well as establish new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and/or variations from responses herein set forth. The following responses are given without prejudice to Respondents' right to produce and introduce at trial evidence of any subsequently discovered facts that they may later develop. The responses contained herein are made in a good faith effort to supply the factual information as is currently known, but in no way subject Respondents to prejudice in relation to further discovery, research or analysis.

14. Respondents expressly reserve all objections to the admissibility at trial or any other proceeding of any of the information or documents they produce in response to the Department's Discovery Requests.

Specific Responses and Objections

Sun Valley

1. Please produce a true, accurate, and complete copy (including any attachments or appendices) of the Application for Temporary Employment Certification signed by Russell Marino, Jr. and filed by Sun Valley with the U.S. Department of Labor for the period of employment of April 13, 2015 to October 10, 2015.

Response: Subject to the objections set forth above, Sun Valley provides the document requested (ETA Form 9142) in this Request as Exhibit 1.

2. Please produce a true, accurate, and complete copy (including any attachments or appendices) of the Application for Temporary Employment Certification signed by Russell Marino, Jr. and filed by Sun Valley with the U.S. Department of Labor for the period of employment of June 1, 2015 to October 10, 2015.

Response: Subject to the objections set forth above, Sun Valley provides the document requested (ETA Form 9142) in this Request as Exhibit 2.

3. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 1, please provide a true, accurate and complete copy of each Agricultural and Food Processing Clearance Order (ETA Form 790) filed by Sun Valley with the U.S. Department of Labor for the period of employment of April 13, 2015 to October 10, 2015, together with any appendices or other documents filed therewith.

Response: Sun Valley admitted Request 1.

4. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 2, please provide a true, accurate and complete copy of each Agricultural and Food Processing Clearance Order (ETA Form 790) filed by Sun Valley with the U.S. Department of Labor for the period of employment of June 1, 2015 to October 10, 2015, together with any appendices or other documents filed therewith.

Response: Sun Valley admitted Request 2.

5. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 3, please provide a true, accurate and complete copy of any documents comprising any written work contract regarding terms or conditions of employment between Sun Valley and its domestic workers or H-2A workers, apart from the documents attached to the Department's First Set of Requests for Admissions as Exhibits A-B.

Response: No such document exists.

6. Please produce a true, accurate, and complete copy of Sun Valley's earnings records for April 13, 2015 to October 2015. This Request does not seek copies of the documents already attached as Exhibit C to the Department's First Set of Requests for Admissions.

Response: Exhibit C represents such a copy.

7. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 8, please produce any documents Sun Valley created and kept during 2015 that fulfilled or concern the requirement of 20 C.F.R. § 655.122(j)(3) that an employer's "records must state the reason or reasons" why "the number of hours worked by the worker on a day during the work contract period is less than the number of hours offered, as specified in the job order."

Response: Sun Valley produces herewith documents reflecting the voluntary early resignation of 19 H-2A workers as Exhibits 3. Sun Valley also produces a series of documents reflecting notices provided to USCIS, DOL's Chicago National Processing Center, and the NJ SWA of the departure of various groups of H-2A employees and acknowledgments from DOL of some of those notices as Exhibits 4.1 through 4.11.

9. Please produce any documents Sun Valley created and kept during 2015 that fulfilled or concern the requirement of 20 C.F.R. § 655.122(j)(1) that an employer keep "records showing ... the amount of and reasons for any and all deductions taken from ... workers' wages." This request does not seek copies of the documents already attached as Exhibits C-D to the Department's First Set of Requests for Admissions.

Response: Sun Valley denies that any deductions were taken – each pay check reflects the full amount of pay owed to each worker. Any further payments by the workers to other parties are not deductions. No additional documents beyond those in Exhibits C-D are available.

10. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Requests 11 and 12, please produce any documents concerning any charges paid to Sun Valley by its domestic workers and H-2A workers for meals during 2015.

Response: No charges were paid to Sun Valley by its domestic workers and H-2A workers for meals during 2015. By way of further response, Sun Valley hereby produces documents reflecting utility charges (water, electricity, and gas) related to the operation of its kitchen facilities in 2015 as Exhibit 5.

11. Please produce any documents that Sun Valley created and kept during 2015 concerning the costs to Sun Valley for food, beverages, or other items sold or re-sold (not including three daily meals) to its domestic workers and H-2A workers during 2015. This request does not seek copies of the documents already attached as Exhibit E to the Department's First Set of Requests for Admissions.

Response: Sun Valley did not sell or re-sell any food, beverages, or other items to any of its workers in 2015, so no such documents exist.

12. Please produce any documents – including but not limited to any notebooks or ledgers maintained by Hernandez – concerning Sun Valley's sale or re-sale of food, beverages, or other items (not including three daily meals) to its domestic workers and H-2A workers during 2015.

Response: Sun Valley did not sell or re-sell any food, beverages, or other items to any of its workers in 2015, so no such documents exist.

13. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 21, please produce any documents showing Sun Valley was licensed to sell beer during 2015.

Response: No such document exists, and Sun Valley did not sell beer during 2015.

14. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 24, please produce any documents showing Sun Valley was licensed to sell cigarettes during 2015.

Response: No such document exists, and Sun Valley did not sell cigarettes during 2015.

15. If Sun Valley does not fully admit without objection the Department's First Set of Requests for Admissions, Request 27, please produce any documents showing the date that the building at 1321 Route 45 in South Harrison Township, New Jersey was constructed.

Response: Sun Valley has no such documents.

16. Please produce all documents or communications concerning Respondents' practices or policies to ensure that drivers who transported Sun Valley's domestic workers and H-2A workers in motor vehicles between 2005 and 2015 had proper licenses or permits to operate those vehicles in New Jersey.

Response: Sun Valley objects to this request as overly broad, covering a time period far beyond the scope of this matter. Without waiving that objection, Sun Valley has no documents responsive to this request.

17. Please produce all documents or communications concerning Respondents' practices or policies for ensuring the safety of any vehicles used to transport Sun Valley's domestic workers and H-2A workers between 20015 and 2015.

Response: Sun Valley objects to this request as overly broad, covering a time period far beyond the scope of this matter. Without waiving that objection, Sun Valley has no documents responsive to this request beyond the safety inspection records maintained by its mechanic and previously produced to the Department.

18. Please produce all documents or communications concerning Respondents' practices or policies for ensuring that buildings used to house Sun Valley's domestic workers and H-2A workers between 2005 and 2015 met applicable health and safety standards.

Response: Sun Valley objects to this request as overly broad, covering a time period far beyond the scope of this matter. Without waiving that objection, Sun Valley produces with this response records showing housing inspections and construction projects to upgrade worker housing as Exhibits 6a, 6b, 6c for the inspection reports and Exhibit 7 for improvements.

19. Please produce any documents concerning any payment by Sun Valley to any workers for the purpose of satisfying the three-fourths guarantee during 2015.

Response: All of the payments by Sun Valley to its workers in 2015 achieved the purpose of satisfying the three-fourths guarantee during 2015 and are already included in Exhibit C to the Department's Request for Admissions. Beyond the payroll records, no such documents exist.

20. Please produce all documents or communications concerning the reasons for departure from Sun Valley before October 10, 2015 of any domestic workers or H-2A workers employed at Sun Valley at any time during 2015 and who departed Sun Valley before October 10, 2015.

Response: See Exhibits 3 and 4.1-4.11.

21. Please produce all documents or communications concerning any written disclosure to Respondents' migrant agricultural workers that Sun Valley would charge those workers a weekly fee for three daily meals during 2015.

Response: Sun Valley objects to this Request to the extent that it assumes that Sun Valley charged a weekly fee for meals or any other fee for meals – it did not. As such, no such documents exist.

22. Apart from Exhibit G to the Department's First Set of Requests for Admissions, please produce any written statements that Respondents used to provide

Respondents' migrant agricultural workers with the disclosures required by 29 C.F.R. § 500.75(f).

Response: Upon information and belief, any migrant agricultural workers were provided with a copy of the applicable job order (Exhibit A or B to the Department's First Set of Requests for Admissions) via email. Sun Valley continues to work to locate copies of those emails but not are provided with this response. By way of further response, 3 domestic workers were hired through the SWA recruitment posting and would have received the job order (Exhibit A or B) that way.

23. To the extent not produced in response to the above Document Requests, please produce:

a. All documents that were reviewed in formulating the responses to the Department's First Set of Requests for Admissions;

b. All documents that were reviewed in formulating the responses to the Department's First Set of Interrogatories;

c. All documents Sun Valley listed in its initial disclosures dated February 15, 2017; and

d. All documents Sun Valley may use to support its claims or defenses at any hearing in this matter.

Response: In addition to the documents already referenced above and provided by the Department with its First Set of Requests for Admissions, Sun Valley also reviewed Agustin Hernandez's farm labor contractor license from the State of New Jersey (Exhibit 8), a payroll summary of the 7 workers for whom the Department is

claiming three-fourths guarantee liability beyond the 19 identified in Exhibit 3 (Exhibit 9), and the Federal Register notice from February 2015 setting that year's allowable meal charge at $11.86 per worker per day (Ex. 10). Sun Valley specifically reserves its right to supplement this list as additional documents are reviewed or become available.

Agustin Hernandez

1. Please produce any documents – including but not limited to any notebooks or ledgers maintained by Hernandez – concerning Sun Valley's sale or re-sale of food, beverages, or other items (not including three daily meals) to its domestic workers and H-2A workers during 2015. This request does not seek copies of the documents already attached as Exhibit E to the Department's First Set of Requests for Admissions.

Response: Sun Valley did not sell or re-sell any such items to its domestic or H-2A workers during 2015, so no such documents exist.

2. Please produce all documents or communications concerning any written disclosure to Respondents' migrant agricultural workers that Sun Valley would charge those workers a weekly fee for three daily meals during 2015.

Response: Mr. Hernandez objects to this request on a number of grounds: (1) he did not have any migrant agricultural workers during 2015, so the reference to "Respondents" is misplaced; (2) Sun Valley did not charge its workers a fee for three daily meals during 2015; and (3) any disclosures to workers regarding the terms

and conditions of employment would have been made by their employer, Sun Valley Orchards and not by Mr. Hernandez. Thus, Mr. Hernandez does not possess any documents responsive to this request.

3. Apart from Exhibit G to the Department's First Set of Requests for Admissions, please produce any written statements that Respondents used to provide Respondents' migrant agricultural workers with the disclosures required by 29 C.F.R. § 500.75(f).

Response: See Response to Request #2, above.

4. If Hernandez does not fully admit without objection the Department's First Set of Requests for Admissions, Request 5, please produce any documents showing Hernandez was licensed to sell beer during 2015.

Response: No such documents exist.

5. If Hernandez does not fully admit without objection the Department's First Set of Requests for Admissions, Request 6, please produce any documents showing Hernandez was licensed to sell cigarettes during 2015.

Response: No such documents exist.

6. To the extent not produced in response to the above Document Requests, please produce:

a. All documents that were reviewed in formulating the responses to the Department's First Set of Requests for Admissions;

b. All documents that were reviewed in formulating the responses to the Department's First Set of Interrogatories;

c. All documents Hernandez listed in his initial disclosures date February 15, 2017; and

d. All documents Hernandez may use to support his claims or defenses at any hearing in this matter.

Response: All responsive documents have been provided or identified above.

DATED: April 7, 2017

Respectfully submitted,

/s/ Christopher J. Schulte
Christopher J. Schulte
Counsel for Respondents
CJ Lake, LLC
525 9th Street N.W., Suite 800
Washington, DC 20004
(202) 465-3000
(202) 347-3664 (Fax)

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2017 a copy of Respondents' Responses to Administrator and Secretary's First Set of Document Requests was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondents

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Tuesday, August 4, 2015 7:21 AM
To: 'russ'; margi@sunvalleyorchard.com; 'Lisa Justice'
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

See below

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Thursday, May 07, 2015 10:08 AM
To: TLC.Chicago@dol.gov
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

Dear US DOL,
I forgot to include the case # H-300-15056-056255, see below.
Sorry for the inconvenience.

Thanks

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to

ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Thursday, May 07, 2015 9:59 AM
To: TLC.Chicago@dol.gov; csc-x.h-2aabs@dhs.gov; Rafael.Distasio@dol.state.nj.us
Cc: 'RUSS MARINO'; 'Theresa Ward'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker resigned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 5/7/15

4. Number of workers abandoned/terminated: 19
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: P[redacted]

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Na
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Adrian	Vazquez	Desion
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Carlos	Cervantes	Ramirez
Sun Valley Orchards LLC	4/9/15	MTY	5/7/15	Celso	Grijalva	Ramos
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Cristian	Mendez	Hernand
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Delfino	Antonio	Reyes

Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Gustavo	Marquez	Perez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Hector Mishael	Garcia	Dominguı
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Hugo Leonel	Cinta	Tegoma
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Humberto	Dominguez	Cruz
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Ines	Hernandez	Sanchez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Isau	Santiago	Mendoza
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Javier	Juarez	Hernand
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Jose Manuel	Baltazar	Cheguez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Lucio	Rosales	Lopez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Marcelo	Ortega	Vargas
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Marco Giovany	Maldonado	Maldona
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Marcos	Zavaleta	Hernand
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Tomas	Solano	Guerrerc
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Venustiano	Sanchez	Dolores

If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

My name is Dario Morales Acosta. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

● Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: DARIO MORALES ACOSTA

Signature: Dario M. A. Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Carlos Magallanes Hernandez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__✓__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Carlos Eduardo Magallanes Hdz

Signature: _____ Date: 8/8-15

Print name of witness: Ross MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Gabriel Lugo Morales. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Gabriel Lugo Morales

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Eliseo Aguilar Caldera. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Eliseo Aguilar Caldera

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Oscar Javier Blanco A. . I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Oscar Javier Blanco A.

Signature: Oscar Javier Blanco A. Date: 8/8-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Luis Antonio L G. . I do hereby resign my job with

SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X. Work has slowed down, and I would like to return home.

____ Other: i

Print Name: LUIS ANIONIO LUNA GONZALEZ

Signature: Luis Antonio L G. Date: 8/8-15

Print name of witness: RUSS MAENO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Miguel Angel Elizondo Soto. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: MIGUEL ANGEL ELIZONDO SOTO

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is David Flores Flores. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: David Flores Flores

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is J. Santos Soto Gurrola. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: J. Santos Soto Gurrola

Signature: _____ Date: 8/8-15

Print name of witness: Russ Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Norberto Garcia Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Norberto Garcia Cervantes

Signature: [signature] Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Rogelio De la cruz Morales. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Rogelio Dela cruz morales

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Juan Manuel Compido Aguilar. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Juan Manuel compido Aguilar

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Esteban Mendoza Soto. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Esteban Mendoza Soto

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Rafael Cervantes Cumplido. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Rafael Cervantes Cumplido

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Adan Godinez Barcenas. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Adan Godinez Barcenas

Signature: Adan Godinez Barcenas Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Martin Hurtado Olvera. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: MARTIN HURTADO OLVERA.

Signature: _____ Date: 8/8-15

Print name of witness: ROSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Griselda Cervantes Aguilar. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Griselda Cervantes Aguilar

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Trinidad Aguilar Soto. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Trinidad Aguilar Soto

Signature: _____ Date: 8/8-15

Print name of witness: ROSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Honorato Galindo Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

___ I want to quit my job.

_X_ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Honorato Galindo Cervantes

Signature: _____ Date: 8/8-15

Print name of witness: Russ Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Alfredo Galindo Reyes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Alfredo Galindo Reyes

Signature: [signature] Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Alvaro Vargas Venegas. I do hereby resign my job with SVD (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Alvaro Vargas Venegas

Signature: Alvaro Vargas Venegas Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Juan Ernesto Galindo Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Juan Ernesto Galindo Cervantes

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Manuel Martinez Cervantes. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Manuel Martinez Cervantes

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Trinco Aguilar Marquez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Trinco Aguilar Marquez

Signature: _____ Date: 8/8-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Jose Mtz Dauino. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

✓ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: JOSE MARTINEZ DAUINO

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Gustavo Cuellar Romero. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Gustavo Cuellar Romero

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Geovanni de Jesus del Angel Salas. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Geovanni de Jesus del Angel Salas

Signature: Geovanni de Jesus del Angel Salas Date: 8/8-15

Print name of witness: RUSS MAEING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is _____. I do hereby resign my job with

SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: _____

Signature: _____ Date: 8/8-15

Print name of witness: _____

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Pedro Chavez Escudero. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Pedro Chavez Escudero

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Carlos Cruz Reyes. I do hereby resign my job with SVD (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Carlos Cruz Reyes

Signature: Carlos Cruz Reyes Date: 8/9-15

Print name of witness: Ross Maeno JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Luis Alberto hernandez Zavala. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__✓__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: LUIS ALBERTO HERNANDEZ ZAVALA

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Armando Tapia Barbosa. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

_X_ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: ARMANDO TAPIA BARBOSA

Signature: Armando Tapia Barbosa Date: 8/8-15

Print name of witness: ROSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Juan Ramirez Chavez I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Juan Ramirez Chavez

Signature: Juan Ramirez Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Omar Garcia Ramirez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

✓ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: OMAR GARCIA RAMIREZ

Signature: Omar G. R. Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Erick Guadalupe García Cardoso. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

_X_ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Erick Guadalupe García Cardoso

Signature: Erick Guadalupe García Cardoso Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Alejandro Romero Arredondo I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: ALEJANDRO ROMERO ARREDONDO

Signature: Alejandro Romero Arredondo Date: 8/8-15

Print name of witness: ROSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is PEDRO ZABALA ALMANZA I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: PEDRO ZABALA ALMANZA

Signature: Pedro Z.A Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is José Manuel Sacaba Ramirez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: José Manuel Sacaba Ramirez

Signature: José Manuel Sacaba Ramirez Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Dario Morales Acosta. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

 Work has slowed down, and I would like to return home.

____ Other: Se termina el trabajo

Print Name: DARIO MORALES ACOSTA

Signature: Dario M.A. Date: 8/8-15

Print name of witness: RUBEN MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is NICOLAS ARROYO ALONZO. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: NICOLAS ARROYO ALONZO

Signature: NICOLAS ARROYO ALONZO Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Jose Luis Silva Lopez. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: JOSE LUIS SILVA LOPEZ

Signature: Jose Luis Silva Lopez Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Eduardo dela-cruz Martinez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Eduardo de la cruz Martinez

Signature: Eduardo dela cruz Martinez Date: 8/8-15

Print name of witness: Ross MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Francisco Javier Piñon R. . I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

✓ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Francisco Javier Piñon Rangel

Signature: Francisco Javier Piñon Date: 8/9-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is MATEO RIOS BAUTISTA. . I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: MATEO RIOS BAUTISTA.

Signature: MATEO RIOS BAUTISTA. Date: 8/8-15

Print name of witness: RISS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
HUGO LEONEL CINTA TEGOMA
New York, New York
May 11, 2017
3:37 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 051117

May 11, 2017

3:37 p.m.

Video teleconference deposition of HUGO LEONEL CINTA TEGOMA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831C, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO, Spanish Interpreter
(Present via video teleconference)

THE COURT: I need to see Ms. Errasti and Ms. De la Garma Romo.

MR. HEYMAN-KANTOR: Can the interpreter pick up the phone? Can you hear us? 03:38PM
Interpreter, can you hear us?

THE COURT: It doesn't seem like it. It seems like they hung up.

MR. GLICK: I may need to call them back to link them in. 03:39PM

(Discussion held off the record.)

THE COURT: I need to be able to see in the camera both Ms. de la Garma Romo and Ms. Errasti so I can swear you in. Can you both raise your right hand, please? Ms. de la Garma 03:42PM
Romo, Ms. Errasti, do you solemnly swear or affirm that the translation that you will do in this case this afternoon will be translated as accurately, faithfully and truthfully to the best of your ability under penalty of law? 03:42PM

INTERPRETER DE LA GARMA ROMO: I do.

INTERPRETER ERRASTI: I do.

THE COURT: Okay. Thank you.

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, Interpreters, were duly sworn 03:42PM

Cinta Tegoma

by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Good afternoon, Mr. Cinta Tegoma. I'm Theresa Timlin. I'm the administrative law judge who's going to decide this case. I only have a little bit of a role to play this afternoon. My job is just to swear you in to make sure that you will tell the truth in these proceedings. So, to do that, I need you to look at the camera and raise your right hand for me. 03:43PM 03:43PM

Do you, Mr. Cinta Tegoma, solemnly swear or affirm that the testimony you will give in this deposition today will be the truth under penalty of law? 03:44PM

THE WITNESS: Yes, I do.

THE COURT: Okay. Thank you. All right, folks, have a good rest of your afternoon. 03:44PM

MR. HEYMAN-KANTOR: Thank you, your Honor.

(Judge Timlin is no longer present.)

H U G O L E O N E L C I N T A T E G O M A, of lawful age, called by the The U.S. Department of

Cinta Tegoma

Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

EXAMINATION OF HUGO LEONEL CINTA TEGOMA

BY MR. HEYMAN-KANTOR:

MR. HEYMAN-KANTOR: Does anyone have a cell phone near the phone because we're getting a little static reception? 03:44PM

INTERPRETER DE LA GARMA ROMA: Yes, we also have a bit of an issue with a sound. There's a popping sound constantly ongoing. If you could just give us one minute so we can figure out whether it's the cell phones in the room or something else. 03:45PM

(Discussion held off the record.)

MR. SCHULTE: While we're getting ready, is now a good chance -- on the transcript ordering to cover that now? The same arrangement, if we can do non-expedited just regular transcript will be great. Thank you. 03:45PM

MR. HEYMAN-KANTOR: Do you think we can move the camera a little bit up because we're 03:45PM

Q. Anything else?
A. No, because it was the season for asparagus.
Q. Did you have -- were there bathrooms in the fields? 04:01PM
A. No.
Q. So how did you relieve yourself?
A. It was a complete odyssey. We had to either hold it or run towards the trees. 04:02PM
Q. Was there water in the fields?
A. No, there wasn't any water.
Q. All right. Let me change the subject a little bit and talk about food. How did you eat at Sun Valley? 04:02PM
A. Mr. Agustin would sell us food.
Q. Did he sell you a weekly meal plan or food by the item or how was that arrangement?
A. It was a weekly arrangement. We had to pay for our meals weekly. 04:03PM
Q. Did Agustin sell anything else to the workers?
A. Yes. He would sell soda, Red Bull, Monster, beer, bread, milk, water and coffee.
Q. Can you repeat that list? I didn't quite 04:04PM

break we would buy that drink or another one which is called Honey.

Q. So, when would your day start in the field? 04:11PM

A. 6:00, 6:30 a.m. or 7:00 a.m.

Q. And would you ever buy a drink in the afternoon?

A. Not any more because he would take some water. 04:12PM

Q. I'm sorry. Can you repeat that?

A. Not any more because he would take some water.

Q. Are you saying that towards the end -- towards the beginning you would buy a drink in the afternoon? 04:12PM

MR. SCHULTE: Objection. Mischaracterizing.

INTERPRETER DE LA GARMA ROMA: The interpreter needs clarification. Can you please explain what you mean? 04:12PM

Q. Can you explain what you mean by towards the end there would be water?

A. After 12:00 he would bring some water.

Q. Is that why you wouldn't bring -- is that 04:12PM

fridges and also in the house, in the small house that I told you about.

Q. I'd like to ask you a little bit about the housing facilities. 04:26PM

A. Okay.

Q. Can you tell me, in general, what was the housing like?

A. The housing was a big space, like a big room and 30 to 36 people were living there. 04:27PM

Q. And what was it like?

A. What was it like in what way?

Q. Was it a good place to stay? Was it a bad place? How did you feel about it?

A. In my experience, it was a bad place. 04:27PM For me, it was a bad place.

Q. What was bad about it?

A. The beds, they were bunk beds and we didn't have any mattresses.

Q. What about the bathrooms? 04:28PM

A. They had the worst condition.

Q. What do you mean by that?

A. Well, the water that you use to take a shower, the water smelled bad. And they didn't clean the toilets. They would maybe sweep, but they 04:28PM

A. They just took us to the field. That was it.

Q. During your time at Sun Valley, did you ever leave the farm? 04:30PM

A. Yes, but I had to pay to go out.

Q. Who did you have to pay?

A. We had to pay to worker -- I'm not sure if he was a cousin or a relative of Agustin.

Q. How much did it cost? 04:31PM

A. At that time I think I paid $15.

Q. How many times did you leave Sun Valley during your course of employment?

A. I think that it was twice.

Q. Sorry. How much was it the two different times? How much did you have to pay? 04:31PM

A. I think that the first time I paid $10 and the second time it was 15. And it was the same thing for washing clothes. If I wanted to wash clothes, I had to pay so they would take me to the laundry. So I decided to wash my clothes by myself in the field? 04:32PM

Q. I'd like to talk to you a little bit about the end of your employment with Sun Valley.

Whose decision was it that you leave the 04:32PM

yelling at everyone and saying bad words and then I decided to speak with him.

Q. What happened next?

A. I can speak a little bit of English. So what I did was to express that I was grateful for the opportunity, but I also told him that I wanted him to change the conditions and I could see that he got goosebumps all over his skin. And he gets -- and he got truly upset after that. He actually tried to beat me. He didn't beat me but he tried to do so. And he's a very strong and tall guy. 04:41PM 04:42PM

So, he told us that we were lazy and that he had paid for us and he paid so we would go there to work. He also told us that he could buy more people and he could pay for more people. That's when he took the position to send us back to Mexico. 04:43PM

And, well, we had to pay for the transportation and that's when I told him that he had to pay for that because he was the one that fired us not because we quit. And that's the complaint that I gave him. So then Agustin and Mr. Russell planned an agreement. They gave it to us. We signed it and we had to pay to come back. 04:43PM

Q. I want to step back a little bit. So, 04:44PM

Russell called you all lazy and then what happened, just step by step? What happened next in the meeting?

A. Well, that was it. He called us lazy. He told us that we didn't want to work and, again, I want to repeat this. He told us that he paid for us and that we didn't want to work. 04:44PM

Q. Did you have any choice about staying or leaving? 04:45PM

A. No. He just said, the ones that are staying will give me more or the same as what I'm offering.

Q. Would you have been willing to stay and keep cutting asparagus? 04:45PM

A. Well, if he had accepted the conditions for us to work, I would have gladly stayed there to work.

Q. How many hours a week were you willing to cut the asparagus? 04:46PM

A. Eleven, 12, 13 hours.

Q. Is that per day or per week or how long?

A. Per day. Per day.

Q. What was it that you needed to change or wanted to change? 04:47PM

A. That they didn't ask us to work as machines. Well, we're human beings. I know we're workers, but every time I get a job, I try to give my best. 04:47PM

Q. What did you want changed about the work?

A. Well, not about the work itself. But more about the mindset, because they thought we were -- they didn't think we were people. They thought we were like animals and that we had to work nonstop. 04:48PM

Q. At the end of this meeting, did you feel like you had the option of staying?

A. No. Not at all, because he always thought he could buy more people to go to work. 04:48PM

Q. Did you have to sign -- sorry. Strike that.

Did you sign anything before you left Sun Valley?

A. Yes. 04:49PM

Q. What did you sign?

A. That I was leaving because I have family problems. He told us that was the only option that we had for us to get the money to come back to Mexico. 04:49PM

Q. Sorry. What money was that?
A. Money for transportation.
Q. Who said that?
A. What? 04:49PM
Q. Who told you that you needed to sign the form to get money for the transportation?
A. Agustin.
Q. Did you return home because a family member was sick? 04:50PM
A. No. I came back home because of the situation we're talking about.
Q. Had any family member of yours died around that time?
A. No, not at all. 04:50PM
Q. Had any family member been injured around that time?
A. No.
MR. HEYMAN-KANTOR: I need to take a short break, just a couple of minutes. 04:51PM
INTERPRETER ERRASTI: Sure.
(A recess was taken from 4:51 p.m. to 4:54 p.m.)
Q. I want to ask you a few more questions. So, who spoke during this meeting other than 04:54PM

Cinta Tegoma

MR. SCHULTE: Objection. Asked and answered.

A. I was fired.

Q. Did someone tell you you were fired? 06:06PM

A. No. Because if I had quit, I would have chosen the option that said that the work slowed down so I wanted to return. And I instead chose the option a family member was sick so I had to return home. 06:07PM

Q. Why do you say you were fired?

A. Because of what Agustin and Russell thought, that we were very lazy.

Q. Did Agustin tell you you could keep working or you had to stop working? 06:07PM

A. He took me out of the field one time.

Q. So, in the meeting, the meeting that we were speaking about earlier, did Russell or Agustin tell you that you had to go back to Mexico?

A. Yes. 06:08PM

Q. What did they tell you about that?

A. That we were lazy, that we didn't like to work and that we should go back to Mexico.

Q. After they said that, did you think you could keep working there? 06:08PM

A. Yes. We asked for the opportunity to continue to work there because we were there for work, but he said no. And then we told him if he had said no, then he should give us our money so that we could go back. 06:09PM

Q. What money was that?

A. For transportation.

Q. Did they pay for that transportation?

A. They gave us some money, but we had to sign this. 06:09PM

Q. Do you know why they paid for your transportation?

A. To my understanding, it's because it wasn't very convenient for them that we made a fuss about it. 06:10PM

Q. Earlier -- and thank you. I just want to jump back for a moment. Earlier during the video conference did Jason or I or Jose say anything about your hotel being paid for? 06:10PM

A. It was a possibility of those expenses could be covered.

Q. Did we say that or did you learn that from someone else?

A. Ms. Julia told me. 06:11PM

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF HECTOR MISHEL GARCIA DOMINGUEZ

New York, New York
May 10, 2017
10:07 a.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017A

May 10, 2017

10:07 a.m.

Deposition of HECTOR MISHEL GARCIA DOMINGUEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO, Spanish Interpreter
(Both present via video teleconference)

ANA ERRASTI and MARCELA DE LA GARMA ROMO, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: I will swear Mr. Garcia Dominguez.

I'm Theresa Timlin. I'm the administrative law judge that's going to decide the case you're going to testify today. I will not be with you all day. I'm here for a very little portion. My job is to swear you in to make sure you tell the truth. I need you to raise your right hand for me, Mr. Garcia Dominguez. 10:07 10:08

HECTOR MISHEL GARCIA DOMINGUEZ, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

A. At 8:00.
Q. What kind of drink?
A. Orange and carrot.
Q. The soft drinks that Agustin sold, how much did you pay for them? 10:25
A. Soft drinks were $1.
Q. What about the juices?
A. Juices were $5.
Q. How much were the Gatorades that you purchased from Agustin? 10:26
A. They were $2.
Q. How much were the Monsters that you purchased from Agustin?
A. It was probably to 50 to $60 in soft drinks. 10:26
MR. GLICK: Objection.
Nonresponsive answer.
Q. I want to make sure my question is clear.
How much did the Monster drinks cost that you purchased from Agustin? 10:27
A. It was $4.
Q. During the time you worked at Sun Valley, how often would you purchase five

showers, there was even mud on the showers.
Q. Was there hot water in the bathrooms?
A. Yes, there was hot water, but it wasn't enough for everyone. Only maybe ten people would shower with warm water. 10:48
Q. Were there windows in the bathrooms?
A. No. There weren't any windows.
Q. What about the windows in the housing, I think you said that they were covered in a certain way? 10:49
A. They had screens for mosquitos. There was no glass on them. Only the top portion of the window was a glass. But the other part of the window was just a screen. 10:49
Q. How did you travel between the housing and the fields at Sun Valley?
A. Well, there were buses to take us to the fields, some of the fields, but other fields were just in -- around our housing, so we would walk to them. They were close and for those that were far away, we would use buses. 10:50
Q. The ones where you used the buses, about how many days a week did you use the

for him for the work.

Q. When did Agustin say that you weren't useful for the work?

A. It was during the second week.

Q. What happened during the second week? 10:58

A. Well, because some of us had a backache and we were tired. Some of us told him we could not work the rest of the day because we were not feeling that well. 10:59

Q. What happened after that?

A. Well, I think that maybe Agustin told Russell about it and then Russell came to the field and instead of asking us what is going on or how we felt or to find out about us, he was very upset and he was aggressive and he was shouting and he asked what is it that we wanted. 11:00

MR. SCHULTE: Objection. Nonresponsive and speculative. 11:00

Q. How long after you had the backache and stopped working did Russell come talk to you?

MR. SCHULTE: Objection. He never

Q. Did that worker say anything else at that meeting?

INTERPRETER ERRASTI: Thank you.

A. He told us why is Agustin forcing you to work all this extra overtime. He told us, what, are you machines? Then the boss said that if others could keep working and doing this job, why couldn't we. He said this pain we felt, it was noting at all. It was just a minor back pain. 11:20

Q. After the boss said that, what happened next?

A. Russell was still very upset and he didn't listen to what we told him. We just -- we're not good for this job. Why can't we get a different job. 11:20

Q. At that meeting did you personally say that you wanted to quit Sun Valley?

A. No.

Q. At that meeting, did you hear any other workers say that they wanted to quit Sun Valley? 11:21

A. No. It was just like Russell decided, making that decision and then we would

left -- we would have to leave.
Q. How did you know that that was Russell's decision?
A. Because well I think Russell and Agustin talked about this and we -- they probably decided we were not useful and not good for the job. 11:22
MR. SCHULTE: Objection. Same speculation as before and nonresponsive.
Q. Did Russell say anything to you that day that made you believe that you could not stand work at Sun Valley? 11:22
A. Yes, he just told us we were totally useless.
Q. Was there anything else that Russell said that day that made you think you couldn't work at Sun Valley any more? 11:22
A. I don't remember.
Q. After that meeting at Sun Valley that day, were you able to stay and work at Sun Valley? 11:23
A. We did not work after that meeting. Agustin told us we were going to get paid that we worked for and that was it and then we had

to leave.

Q. Did Agustin tell you anything else?

A. No. That was it.

Q. Who else, if anyone, did Agustin tell that to? 11:24

A. He told this to the other persons that were in the meeting as well.

Q. Do you know if any of those other people who were at the meeting that day continued to work at Sun Valley after that 11:24 meeting?

A. The ones that were in the fields, they kept working, but the ones that were present in the meeting, we did not work any more. 11:24

Q. Who was it that gave you document to sign?

A. It was Agustin.

Q. When did he give you that document?

A. It was two or three days after we 11:25 stopped working.

Q. What did you do for those two or three days?

A. We did not work.

Q. Where were you when Agustin gave you that document?
A. We were at the dorms.
Q. What did Agustin say when he gave you that document? 11:26
A. He told us that Russell sent us those documents and we would go and then sign them.
Q. Did Agustin say anything else?
A. No. 11:26
Q. Did you sign the document?
A. Yes.
Q. Do you remember how you filled out the document?
A. I had just to select one option that 11:26
I would come back to Mexico.
Q. Which option did you select?
A. I selected the option that I was coming back to Mexico because of personal reasons. 11:27
Q. Why did you select that option?
A. Well, Agustin told us that that was a convenient option for us to choose because we would leave the country in a peaceful way and

we wouldn't cause any trouble to the company nor to us.

Q. Did you leave Sun Valley for personal reasons?

A. No. 11:28

Q. Why did you leave Sun Valley?

A. Because Russell decided that we were not worth for the job.

Q. Do you remember if last year you told an investigator from the U.S. Department 11:28 of Labor that the reason you left Sun Valley was because the work conditions were different than the contract?

MR. SCHULTE: Objection. Are you impeaching your witness? 11:28

A. Yes.

Q. Did you leave Sun Valley because the work conditions were different than the contract?

A. Yes. 11:29

Q. Did you leave Sun Valley for any other reasons?

A. No, because of the conditions of the contract and the job.

A. No.
Q. Did he tell you which box to check on that form?
A. Yes.
Q. Who told you that? 11:35
A. Agustin.
Q. The question was did Russell Marino ever tell you what to do with the form.
A. No. He didn't mention anything.
Q. Do you know what Sun Valley would do with the form after it was completed? 11:36
A. No. I have no idea.
Q. Do you know if it would be sent to the government?
A. No. I have no idea. 11:36
Q. You have worked in the H2A program in years other than 2015, correct?
A. Yes.
Q. Do you know what would happen if an H2A worker reported that he couldn't do the job? 11:37
A. No.
Q. How many years have you worked in the H2A program?

where I live, about what it looks like and what grows in the place where I live and just that.

Q. Other than the meeting that we talked about earlier, that 10:00 a.m. meeting, did you ever complain to anyone in the Marino family about the work? 12:32

A. No.

Q. About the housing?

A. No because nobody would pay us any visits. Not even Marino would go. 12:32

Q. Did you ever ask to speak with them?

A. Well, we would ask if he could come to the fields so we could speak with him about the conditions. Me and my coworkers, but Agustin said he didn't have time for that. 12:33

Q. How many times did you ask for him to come to the fields?

A. Just once.

Q. When was that?

A. Well, during the time that we worked there. 12:33

Q. Near the beginning of the time you worked there or near the time when people didn't work in that afternoon, the last day?

Q. For transportation?
A. No, not to the company.
Q. Did the company ever tell you to buy those things from Agustin?
MR. GLICK: Objection. Confusing. 12:36
A. No. But it was impossible to buy from anywhere else because there was no means of transportation to get somewhere else to buy things and we couldn't use the kitchen to cook because the kitchen was always being used by 12:37 somebody else.
Q. Did you ever ask to use the kitchen?
A. Well, we asked Agustin whether we could use the kitchen to cook, but he said that there was no other place for us to buy things 12:37 because there was no means of transportation to get somewhere to buy things.
Q. Did Sun Valley deduct any amounts from your paycheck for meals or drinks?
A. No. 12:38
Q. How did you pay for those? In cash or by check?
A. Cash.
Q. If you had the choice between

A. Because we were tired from our backs and it was aching.

Q. What would have had to change at Sun Valley for you to continue working there cutting asparagus? 12:45

MR. SCHULTE: Objection.

Speculation.

A. Well, maybe if we had been given another option, such as maybe collecting other vegetables or maybe planting, in the 12:45 plantation, that's what the other workers were doing. Us, the ones that were hired, we were just picking asparagus and maybe there were other jobs that were easier.

Q. Were you willing to stay at Sun 12:46 Valley spending some of your time cutting asparagus and some of your time doing other jobs?

A. Yes.

Q. How many hours a week were you 12:46 willing to work cutting asparagus at Sun Valley?

A. At least 40 hours.

Q. How many hours were you working at

Sun Valley cutting asparagus?

A. Well, it was seven days approximately each day during ten or 12 hours.

Q. Earlier you testified that you had spoken with me prior to today. Do you remember that? 12:47

A. Yes.

Q. Did we also meet through this video conference system yesterday?

A. Yes. 12:47

Q. Was anyone else in the room with me yesterday as far as you know?

A. Yes.

Q. Who else?

A. Investigator Mr. José Perez. There was somebody else. I do not remember the last name of that person, but his name is Jacob. 12:48

MR. GLICK: I have no further questions at this time. But maybe Mr. Schulte does. 12:48

EXAMINATION BY

MR. SCHULTE:

Q. I have a couple. When I asked you if you had spoken with anyone from the

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF CARLOS CERVANTES RAMIREZ

New York, New York
May 10, 2017
3:03 p.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017B

May 10, 2017

3:03 p.m.

Deposition of CARLOS CERVANTES RAMIREZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO Spanish Interpreter
(Present via video teleconference)

THE COURT: What is this witness' name?

MR. GLICK: Last name is Cervantes Ramirez. First name Carlos.

I'm going to turn the recording feature of the conference on. 03:03

THE COURT: Do we again have two translators?

INTERPRETER DE LA GARMA ROMO: Yes, it is the two of us. 03:04

THE COURT: Can you both come in so I can see you on the screen.

INTERPRETER DE LA GARMA ROMO: Yes, sure.

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: I will talk to Mr. Cervantes Ramirez. I'm Theresa Timlin. I'm the administrative law judge that's going to decide this case. And I only have

a very small role today. It is my job to swear you in to make sure the testimony you give is truthful. So I need you to raise your right hand.

C A R L O S C E R V A N T E S R A M I R E Z, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Judge, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Thank you. Have a good rest of your afternoon.

MR. GLICK: Thank you, Your Honor. 03:07

MR. SCHULTE: Thank you.

EXAMINATION OF CARLOS CERVANTES RAMIREZ

BY MR. GLICK:

Q. Good afternoon. My name is Jason Glick and I'm an attorney at the U.S. 03:07 Department of Labor. I represent the Administrator of the Wage and Hour Division of the Department of Labor in a case against Sun Valley Orchards, LLC case number

A. 2015.
Q. Do you remember what months?
A. From April to May.
Q. Other than from April to May of 2015, did you work at Sun Valley any other times? 03:09
A. No.
Q. How did you find out about the work at Sun Valley?
A. They gave us the contract at the company where I'm at. 03:10
Q. Where is that company?
A. I don't remember the name.
Q. Did you work at Sun Valley on a Visa? 03:10
A. Yes.
Q. What kind of Visa?
A. H2A.
Q. What was the work at Sun Valley like? 03:10
A. I was cutting asparagus.
Q. Do you remember what your schedule was like at Sun Valley?
A. From 7:00 a.m. to 7:00 p.m.,

sometimes even 8:00 or 9:00 p.m.

Q. How many days a week?

A. Seven days a week.

Q. Was the schedule the same each day of the week? 03:11

A. From Monday to Saturday it was and Sundays we only worked until noon or sometimes until 3:00.

Q. Who decided the schedule?

A. Agustin. 03:12

Q. Who is Agustin?

A. He was the supervisor of the farm.

Q. When you worked at Sun Valley, could you decide to work a different schedule than that? 03:12

A. No.

Q. What was Agustin like as a supervisor?

A. He was very strict.

Q. In what way? 03:12

A. He wanted us to work faster and he wouldn't let us rest.

Q. How do you know he wanted you to work faster?

A. He say that to us.
Q. How do you know he didn't want you to rest?
A. Because he was always asking us to produce more. 03:13
Q. What did he mean to produce more?
A. Because we cut asparagus, but he wouldn't tell us whether we had to do it by the hour or based on how much we produce.
Q. What did cutting asparagus at Sun Valley involve? 03:14
A. I don't understand your question. What do you mean? How I cut?
Q. Could you explain what it was like cutting asparagus at Sun Valley? 03:14
A. We had to crouch in order to cut the asparagus and we cut asparagus with a knife.
Q. When you cut asparagus at Sun Valley, were you crouched some of the time or only occasionally or most of the time? 03:15
A. All the time.
Q. Is that the way it was like cutting asparagus the whole time you were at Sun Valley or was it different sometimes?

A. It was just bunk beds.
Q. Was there any refrigerator in the dorms you could use?
A. No.
Q. What were the bathrooms like? 03:52
A. It was a room. On one side we had the showers and on the other side we had the toilets, but there were no curtains.
Q. Where were there no curtains?
A. None of the bedrooms. None in the 03:53
showers nor in the toilets.
Q. If you were using the toilet, could you see the person next to you?
A. Yes.
Q. Just part of their body or could you 03:53
see their whole body?
A. If someone walked in front of you, they would see that you were sitting there on the toilet.
Q. Would they see your whole body or 03:54
just a part of your body?
A. The whole body. There were no doors.
Q. Was there hot water in the bathroom?

A. Sometimes.
Q. What times was there not hot water?
A. Well, we were a lot in those rooms so water was not enough and we had to wait for someone to take a shower and then it would be us. 03:54
Q. Were there times where there was no hot water for you to use?
A. Yes, I think it was twice.
Q. Were the bathrooms clean? 03:55
A. No. Not very clean, but...
Q. What about in the fields, were there bathrooms for you to use in the fields?
A. No.
Q. Were there Port-a-Potties or some kind of portable toilet for you to use in the fields? 03:55
A. No.
Q. What would you do if you had to use the bathroom while working in the field? 03:56
A. We had to ask for permission and we would have to walk to the dorms. That's where the bathrooms were.
Q. Did Agustin always give you

Junior was yelling and waving his hands, do you know what he was saying?

A. No. I honestly don't know because I don't understand English.

Q. Did you speak to Mr. Marino Junior during that morning? 04:11

A. No. We were not able to talk to him and we didn't settle anything. He just said whatever he said and then he left and then Agustin spoke to us. 04:12

Q. Did any of your coworkers speak to Mr. Marino Junior that morning?

A. No.

Q. Before that morning, did you or any of your coworkers plan to tell Mr. Marino Junior anything if you had the opportunity to do so? 04:12

A. Yes.

Q. Do you know who it was who planned to speak with Mr. Marino Junior if they had the opportunity? 04:13

A. It was a group of 21 people and we told Agustin that we wanted to talk to Mr. Marino in order to know whether we were

being paid by the hour or by the amount of production.

Q. Was there anything else that you told Agustin that you wanted to talk to Mr. Marino Junior about? 04:14

A. No. We only wanted to speak about work related topic.

Q. Any other work related topics that you wanted to speak to Mr. Marino Junior about?

A. We just wanted to know how we were getting paid, if it was by the hour or by how much we produced. 04:14

Q. Anything else you wanted to talk about?

A. Only about that because the paycheck didn't say whether we were being paid by the hour or by how much we produced. We just saw the final amount that we got paid. 04:14

Q. When did you tell Agustin that you wanted to speak to Mr. Marino Junior about that pay issue? 04:15

A. When we got the first paycheck because we would work the same number of hours, but some would get paid more and some would get

paid less.

Q. Did you ever have an opportunity to ask Mr. Marino Junior about that pay issue?

A. No.

Q. During the meeting where Mr. Marino Junior was present, what did Agustin translate Mr. Marino as saying? 04:16

A. First he said that that's the reason why he didn't want to tell anything to the boss because the boss was very grumpy and he didn't want to deal with the workers. That's the reason Agustin was there, to be in charge. 04:16

Q. What else did Agustin translate Mr. Marino Junior as saying during that meeting? 04:17

A. He said that we had been fired. That we only had to wait so we got our paychecks and they were going to bring some papers that we had to sign so we didn't have any problems whenever we wanted to work in the USA. 04:17

Q. Do you know the name of the coworker that Mr. Marino Junior pushed that day?

A. I don't remember the name of that

Q. Was anyone else there at that time?
A. Just the group of people that was there, that we were there together.
Q. How many people were in that group?
A. 21. 04:28
Q. Did you sign that paper?
A. Yes.
Q. Was the boss there when you signed it?
A. No. He was not there. Only Agustin was. 04:28
Q. Other than signing the paper, did you fill out anything else on that paper?
A. No. He filled in everything for us and we only signed. 04:29
Q. Do you know who filled in the rest of that paper?
A. No. We didn't see who signed them because he arrived in his truck and he took the papers from his truck and he called out our names and then gave us the documents and said we had to sign them, but I didn't see who filled in the document. 04:29
Q. Did you choose to leave Sun Valley

A. No.
Q. I want to make sure the question was clear. I'm asking about a conversation that Mr. Cervantes, you and I, had by phone last week. Do you remember if anyone else was on the phone? 05:30
A. Yes. José Perez.
Q. Do you remember whether Julia was on the telephone?
A. Yes, I think so. 05:30
Q. Did you have the choice whether to stay at Sun Valley and work picking other vegetables?
A. Yes.
Q. I'm not sure that the question was correctly translated so I'm going to ask it again. 05:31
Did you have the choice to stay at and work at Sun Valley and pick other vegetables? 05:31
A. No. The contract said something else, but when we got there at Sun Valley, it was just asparagus and that was it.
Q. If you could have stayed at Sun

Valley and kept picking asparagus, would you have stayed there?

A. Yes.

MR. GLICK: I have no further questions at this time. 05:32

MR. SCHULTE: Nothing more for me, thank you.

THE REPORTER: I assume you're ordering a copy of the transcript regular delivery? 05:32

MR. SCHULTE: Precisely right. Thank you.

MR. GLICK: Mr. Cervantes, thank you for taking the time today. I'm going to turn off the recording at this time. 12:55

(Time Noted: 5:32 p.m.)

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
DARIO MORALES ACOSTA
New York, New York
May 3, 2017
10:20 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317A

May 3, 2017

10:20 a.m.

Video teleconference deposition of DARIO MORALES ACOSTA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(both present via video teleconference)

MR. SCHULTE: I would ask for a copy of the transcript and can coordinate with you later as to invoicing and billing, regular delivery.

THE COURT: Good morning. Mr. Morales Acosta. I am Theresa Timlin. I'm the administrative law judge who is going to decide this case, and I have a very small role to play today.

INTERPRETER GARCIA: Would you repeat that?

THE COURT: I have a very small role to play today. I am going to swear you in to make sure that you understand that the testimony you give today is under oath. At this time I need you to raise your right hand for me.

Mr. Morales Acosta, do you solemnly swear or affirm that the testimony that you will give today in this deposition will be the truth under penalty of law?

THE WITNESS: (Through Interpreter) Yes, I do.

D A R I O M O R A L E S A C O S T A,

of lawful age, called by the The U.S. Department of

Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the interpreter as follows:

THE COURT: Okay, Mr. Schulte and Mr. Heyman-Kantor, is that satisfactory for you?

MR. HEYMAN-KANTOR: Your Honor, can you also swear in the interpreter?

THE COURT: I should have done that first. Ms. Garcia, can you raise your right hand for me? Do you solemnly swear that you will conduct the translation of this deposition faithfully and accurately to the best of your ability?

INTERPRETER GARCIA: Yes, I do.

MR. HEYMAN-KANTOR: Sorry for the request. Could we also swear in the other interpreter?

THE COURT: Can you raise your right hand? Do you solemnly swear or affirm that you will interpret the proceedings before you today accurately and faithfully to the best of your ability?

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Okay. I think we've got everybody. With that, Mr. Heyman-Kantor, unless there's any objection, I'm going to sign off and I will be back for your deposition this afternoon.

MR. HEYMAN-KANTOR: Thank you, your Honor.

MR. SCHULTE: Thank you, your Honor.

THE COURT: Thanks. Bye.

(Judge Timlin is no longer present.)

EXAMINATION OF DARIO MORALES ACOSTA

BY MR. HEYMAN-KANTOR:

Q. My name is Jacob Heyman-Kantor. I am an attorney for the plaintiffs. With me today is Jason Glick. He's also an attorney for the Department of Labor. We represent the Secretary of Labor in the matter of Sun Valley Orchards, LLC, 2017-TAE-00003.

INTERPRETER GARCIA: Would you repeat

Q. Were you -- did you quit or were you fired?

A. There was a sheet that we were given that we had to sign where it said that there wasn't enough work for us any more.

Q. Did you quit or were you fired?

A. I would assume I was fired.

MR. HEYMAN-KANTOR: I'm passing to the court reporter a document which I'd like you to mark as Exhibit 20.

(Exhibit 20, Dario Morales Acosta's departure form, marked for identification, as of this date.)

Q. Mr. Morales Acosta, you should have a folder labeled 20 or Exhibit 20 on the table. Can you please take a look at that? Can you please hold that up to the camera so we can verify that you have the right document?

(Witness complied.)

Q. A little bit closer?

(Witness complied.)

Q. Okay. Thank you. We have the right document. It's Exhibit 20. Is that your signature on the document?

A. Yes.

Q. Why did you sign the document?

A. I signed it because Russell Marino said it was necessary for us to sign this document so we could return to Mexico.

Q. Why did you complete this document the way it's completed?

A. Because we had to fill it out to get on the bus.

Q. Were any instructions given to you about how to fill it out?

A. Yes, they said -- yes, we were indicated to mark the line one before last.

MR. HEYMAN-KANTOR: I'm sorry. Repeat that last thing, interpreter, please?

INTERPRETER JENKINS: They were supposed to select the one before last line.

Q. Who said that?

A. Agustin, the foreman.

Q. Just to clarify, when you say the one before last, do you mean the line where there is sort of some circular sort of checked off squiggle on the left side of the page?

A. Yes.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
MIGUEL ANGEL ELIZONDO SOTO
New York, New York
May 3, 2017
2:03 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317B

May 3, 2017

2:03 p.m.

Video teleconference deposition of MIGUEL ANGEL ELIZONDO SOTO, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(both present via video teleconference)

THE COURT: Any reason, Mr. Heyman-Kantor or Mr. Schulte, that we can't do both translators at once?

MR. SCHULTE: No, your Honor.

THE COURT: Can I have both of the translators raise your right hands, please? Do you solemnly swear or affirm that you will conduct your duties today as a translator in the deposition of Mr. Elizondo Soto accurately and safely to the best of your abilities?

INTERPRETER GARCIA: Yes, I do.

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: All right. Mr. Elizondo Soto, I'm the administrative law judge who is assigned to decide this case. My name is Theresa Timlin. Today I'm here for a limited purpose; that is, to administer the oath to you to insure that you will give truthful testimony.

THE WITNESS: (Through Interpreter) Okay.

THE COURT: So I need you to raise your right hand for me. Do you solemnly swear or affirm that the testimony you will give today in this deposition will be the truth under penalty of law?

THE WITNESS: Yes, I do.

M I G U E L A N G E L E L I Z O N D O S O T O, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Thank you very much. I will let you guys carry on with your business. Thank you. Thanks.

MR. HEYMAN-KANTOR: Thank you, your Honor.

MR. GLICK: Thank you.

MR. SCHULTE: Thank you.

EXAMINATION OF MIGUEL ANGEL ELIZONDO SOTO

BY MR. HEYMAN-KANTOR:

Q. Good afternoon. My name is Jacob

Q. How was this arrangement explained to you?

A. Agustin did it.

Q. What did he say?

A. From the moment in which we arrived, he told us we needed to pay 80 U.S. for the meals and that any soda also needed to be paid for.

Q. When would you pay him?

INTERPRETER GARCIA: Would you repeat this for me, sir?

Q. When did you pay Agustin the $80?

A. Every time I received a check.

Q. When did you receive checks?

A. Every eight days, every week.

Q. How long did you participate in this meal plan?

A. A bit over one month and a half.

Q. What did you do after that month and a half?

A. Some of the coworkers got together and bought a little grill and I saw that they were able to do their own cooking in that grill, so I joined them.

Q. Where did they use the grill?

A. Inside the room.

Q. Was this in the room where you slept or a different room?

A. Yes, in the room where we had our bedroom because we were not allowed to go to the kitchen.

Q. Why weren't you allowed to go in the kitchen?

A. Agustin had his business in the kitchen. His business was the store and we were not allowed to go into the kitchen.

Q. How do you know you weren't allowed to go in the kitchen?

A. A few coworkers and I asked him once if we could go into the kitchen and fix us our dinner and he said no because that's where he has his store and we should not go into the kitchen.

Q. Could you store your food in the kitchen?

A. No. We couldn't access the kitchen.

Q. So, what kind of food did you -- were you -- did you eat after that month and a half?

A. We would eat beans, chicken, rice, zucchini, eggplant, eggs.

Q. I'd like to talk to you about during that first month and a half -- rather, I'd like to talk

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
JOSE LUIS SILVA LOPEZ
New York, New York
May 4, 2017
10:01 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050417

May 4, 2017

10:01 a.m.

Video teleconference deposition of JOSE LUIS SILVA LOPEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(Both present via video teleconference)

COURT REPORTER: Mr. Schulte, do you want a copy of this transcript?

MR. SCHULTE: Yes, please.

THE COURT: I'm going to swear in the translators first. Actually, is the other translator in the room?

INTERPRETER GARCIA: Yes.

THE COURT: Good morning.

INTERPRETER JENKINS: Good morning.

THE COURT: So, if both of you can raise your right hand for me. Do you solemnly swear or affirm that you will carry out of your duties as interpreter/translators today and interpret the proceedings before you to the best of your ability truthfully under penalty of law?

INTERPRETER GARCIA: Yes, I do.

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Mr. Silva Lopez, I'm an

administrative law judge who's going to abide this case. I only have a very small role. My job is just to take your oath to insure that the testimony that you will give will be truthful testimony. Okay. So I need you to raise your right hand. Do you solemnly swear or affirm that the testimony you will give in this deposition today will be the truth under penalty of law?

THE WITNESS: Yes.

THE COURT: Thank you very much. Okay, folks. I'm going to disconnect. Have a good day.

MR. GLICK: Thank you, your Honor.

MR. SCHULTE: Thank you, your Honor.

(Judge Timlin is no longer present.)

J O S E L U I S S I L V A L O P E Z,

of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

EXAMINATION OF JOSE LUIS SILVA LOPEZ

also use bad words and we didn't like that.

Also, the food that we had to pay. We had to pay 80 U.S. per week. And meals did not include beverages. We had to buy them separate. We thought that that was very unfair, but we couldn't do anything about it because we didn't have a kitchen. So we had no other choice but to do what the foreman said.

The first day that we arrived, bathrooms were very, very dirty. We had to clean them ourselves because we didn't like it. The beds on which we had to sleep were also very dirty. Some of my workmates got very sick with chicken pox because the beds were very dirty. The company did not take them to the hospital or anything and they had to pay for their own medicine. One of the coworkers that got sick with chicken pox, his father went to the United States to get him and brought him back.

Like two days after we arrived where we were already working, two or three people left and went somewhere else to find another job because they didn't like it there. So that was a typical day of work. And we would complain about it with the foreman, but he would just say that that was what

A. No, it was the same.
Q. When you bought beer from Agustin, how many beers would you buy in a day?
A. Just one or two.
Q. What kind of beer did you buy from Agustin?
A. Bud Light and Budweiser.
Q. How much did those cost?
A. Canned beer cost 1.50. No, I'm not sure. Maybe it was two, two.
Q. Where at Sun Valley did Agustin store that beer?
A. In that same place, in the kitchen.
Q. Where in the kitchen?
A. He had a separate refrigerator just for beer and the other refrigerators were for the other drinks.
Q. Did you ever see that refrigerator for the beer?
A. Yes.
Q. When did you see it?
A. When we would go to pay for our food or when we would go to buy a drink, they were just right there, next to each other.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Wednesday, April 19, 2017

- - - - -

Oral Deposition of RUSSELL MARINO, JR., taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:45 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JACOB HEYMAN-KANTOR, ESQ
and JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
heymankantor.jacob@dol.gov
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

I N D E X

WITNESS	PAGE
RUSSELL MARINO, JR.	
BY MR. HEYMAN-KANTOR:	5, 177
BY MR. SCHULTE:	172, 181

E X H I B I T S

NUMBER	DESCRIPTION	MARKED
R. Marino		
Exhibit 9	USDA Publication	18
Exhibit 10	Letter dated 8/4/15 Bates DOL00457	139
Exhibit 11	E-mail dated 8/21/15	148
Exhibit 12	ETA Form 790 Bates DOL01466 to 1485	158

DEPOSITION SUPPORT INDEX

- - - - -

Direction to Witness Not to Answer

Page Line

NONE

Request for Production of Documents

Page Line

NONE

Question Marked

Page Line

NONE

- - - - -

RUSSELL MARINO, JR., having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Mr. Marino, good morning.

A. Good morning.

Q. Do you understand that you are under an oath and must answer my questions truthfully and to the best of your ability?

A. Yes.

Q. And do you understand this is the same oath that you would take in court?

A. Yes.

Q. So my name is Jacob Heyman-Kantor I'm here with my co-counsel, Jason Glick and I'm an attorney with the US Department of Labor, Office of the Solicitor and we represent the administrator of the Wage and Hour division in the matter of Sun Valley Orchards, LLC, 2017-TAE-00003. And we also represent the Secretary in the same matter of Agustin Hernandez, doing business as Agustin Hernandez

Q. All right. Let's talk about the actual meals. So what is the arrangement? How do workers eat?

A. They're offered a meal plan for their breakfast, lunch and dinner that they can participate in or they can choose not to. Yeah, I mean that's pretty much the gist of it I guess.

Q. Who offers the meal plan?

A. Agustin does.

Q. And how much does he charge for it?

A. Again, I believe that varies, I don't know the exact answer to that. I know it's a weekly charge and whatever the -- what's it AR or AWR, whatever that acronym is, it never exceeds that. It's usually well below that.

Q. Are you referring to the adverse effect wage rate?

A. So I guess it's not that. There's a number that they determine, it's, I don't know what it is right now, what the current, I believe it's 12 something or 11 something per day and it's under that. Always is. He knows he cannot exceed that.

Q. How does he know that?
A. He's told, I tell him. Because each year, I believe it changes almost every year, I believe.
Q. So you tell him each year what the new rate is?
A. Yes, I'm sorry.
Q. And did you tell him that in 2015?
A. I'm sure I did.
Q. At the beginning of the season?
A. Yes.
Q. And do you remember in 2015 when you had this conversation with him?
A. No.
Q. And what else did you say to him other than that maximum rate?
A. Nothing.
Q. And what other things -- scratch that. And you said you eat there once, you typically eat there once a week?
A. Maybe a little bit less than that, but typically.
Q. And how much does he charge you?
A. Normally nothing.
Q. Anyone else from Sun Valley

management eat there?
A. No.
Q. Why do you eat there?
A. Comradery with my men.
Q. And how does Agustin determine how much to charge the workers other than going below that maximum rate?
A. He bases it on his cost of buying the supplies, what it costs to prepare it, and there's no profit made and he can't lose money. There's no profit made. So that's what it's based on.
Q. How do you know there's no profit made?
A. I make sure he knows -- he knows the laws. He goes to meetings with me. He knows the laws.
Q. So you've told him that you can't make a profit off this?
A. Yes. And he's been told that at meetings and he understands that.
Q. What meetings are these?
A. Labor meetings that are held throughout the different counties that, you know, prior to the season beginning and there's

meetings held.

Q. So he -- these are meetings with the US Department of Labor?

A. Yes.

Q. And he will come to those meetings?

A. Yes.

Q. Will he come with people from Sun Valley management?

A. With me.

Q. And he did this in 2015?

A. Yes.

Q. And did you ask him to come with you to this meeting?

A. Yes.

Q. Why, why did you ask him to come with you?

A. Because he's directly responsible for that.

Q. What do you mean for that?

A. For the meals. I want him to be aware of the rules and regulations.

Q. So how do you -- is he paid during the time that he comes to the meeting?

A. No.

Q. When does the meeting take place?

A. Yes. And he, yes, he keeps all his receipts, yes.

Q. And Sun Valley management has asked him to do that?

A. Yes.

Q. Is that you who asked him to do that?

A. Yes. It's brought up at the meetings that should there be an issue or a question, that's going to have -- that's required. That's the first thing they're going to ask for.

Q. And that is the meetings with the US Department of Labor?

A. Yes.

Q. So in addition to that, there have been other times when you told him, when you told Agustin that he should keep his receipts?

A. Yes.

Q. And has Sun Valley, anyone from Sun Valley Orchards asked to look at those receipts?

A. No.

Q. Never?

A. I don't think so. I haven't.

Q. Okay. So it seems like we have three things now, don't make a profit, don't sell the meals for more than a certain amount, keep your receipts. Is there anything else besides that that Sun Valley Orchards has told him to do with respect to the meals or the kitchen?

A. Just -- no, I don't think so.

Q. It seemed like you were about to say another thing.

A. No, I think that's it.

Q. Now, when did Agustin start being in charge of the kitchen?

A. 2015. Prior to that, he was still in charge of the kitchen, however, we -- yeah, 2015 that he was fully in charge of the kitchen.

Q. And why the change?

A. It just felt like us -- we had nothing to do with it anyway, so we just let him assume all responsibility.

Q. So what was it like before 2015?

A. The only difference was we paid the cooks. That is it. They got a paycheck from Sun Valley. Other than that, nothing changed.

Q. And you said that Agustin tells the workers about this bus?
A. Yes.
Q. Does he tell them about it at orientation?
A. Perhaps.
Q. Have you heard him tell the workers about it?
A. No.
Q. You assume he tells them?
A. Yes.
Q. Has anyone else from Sun Valley Orchards management told the workers?
A. No.
Q. Now, in the dining area, are other things sold other than the meals?
A. I don't know.
Q. Have you ever seen sodas being sold?
A. Mostly Gatorade. I don't know. I don't know of anything else. I mostly see Gatorades.
Q. Have you seen chips being sold?
A. Yes.
Q. Soap?

A. No.
Q. Do you know if Agustin kept receipts for these items?
A. I don't know.
Q. So you told him to keep receipts for the meal purchases?
A. Yes.
Q. But did you tell him to keep receipts for these purchases?
A. No.
Q. Why not?
A. Because by law, I'm required to keep the receipts for the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards.
Q. So Sun Valley Orchards offers the meal plan, but not --
A. We offer it in the contract. It's known to them that we will, Sun Valley Orchards as a company has the means to provide a meal plan.
Q. And that is true for 2015?
A. Yes.
Q. So the guarantee is that Sun Valley Orchards in 2015 -- okay. Scratch it. I got

background, but yeah, it was relatively quiet.

Q. I mean did that interfere with hearing?

A. I don't believe so.

Q. And have you told me everything about this meeting?

A. Yes.

Q. And so then the meeting ended, you said this and then what happened?

A. Well, I left and I believe Agustin went back out to the field and the guys just kind of hung out at the camp and waited to hear back from us when I found out what I had to do.

Q. And when did you see these workers next, if at all?

A. Maybe the next day when I brought all the forms there for them to sign and Agustin oversaw that they signed them. But I think I may have seen a few of the guys that day. I don't know that I saw them all. And then maybe the next day or maybe two days later.

Q. So the next day or two days later, you handed forms --

A. For them to sign that they were

A. I brought a bunch of pens and said I need you all to sign and left them there in the eating quarters right there and they were all gathered. They were all starting to come out to gather to sign. And again, not everybody was out there, but I did explain to a few guys, the guys that were out there that we could -- there was several boxes to check off as to why they were returning. And I explained to them, you know, I wasn't going to check the box that said they didn't want to do the work or whatever the box said, I forget the exact wording, because Theresa actually told me, explained to me that checking that box off might make it harder for the men in the future to get return work. So there was another box that said they want to return home to, I don't know if it said family emergency or they're homesick. I forget the exact word, but I explained to them, why, you know, you guys can check this box, but it's clear I'm not firing you. It's clear I need help. And I'm willing to train you guys and do what we got to do to get you guys out here and working. But that wasn't happening. So that it was clear I

Q. How long did this last, this conversation?
A. Five minutes.
Q. And what did the workers say back?
A. Nothing.
Q. And did you tell the workers they had to fill out these forms?
A. Well, it's required. I have to have proof as to why these guys are returning home prior to the end of their contract. I'm required to do that, yes.
Q. Did any of them not want to fill out a form?
A. No. In fact, I think a couple of guys shook my hand and thanked me.
Q. What were they thanking you for?
A. I'm not exactly sure, for giving them a chance. I don't -- I'm not exactly sure.
Q. And what happened next to these workers?
A. I don't remember the exact event -- sequence of events, but shortly thereafter, I believe they returned home.
Q. How did they get home?

Q. The forms that were given to the August and September workers, the workers that left in August and September.

A. Just whatever their, I'm sure they have a heading, whatever. I'm sure they're called something. It's just to determine their termination of work or whatever, whatever they're called.

Q. Termination of work forms.

A. Okay.

Q. What did Sun Valley Orchards do with the termination of work forms?

A. I'm sure Lisa filed them away.

Q. Were they ever given to anyone outside of Sun Valley Orchards?

A. No.

Q. How about the forms collected in May, the workers that departed in May, Sun Valley Orchards still has those?

A. Yes.

Q. Were they given to anyone outside of Sun Valley Orchards?

A. No. They may have been given to you guys. Copies may have been given to you guys.

Q. Why did Sun Valley Orchards ask the workers who left in August or September to fill out these work termination forms?

A. To cover, so I'm covered, to explain as to why they left.

Q. To protect against what?

A. Yeah, to protect against this, this lawsuit. I mean the fact is the guys left early. They voluntarily signed that they were voluntarily leaving. And the guys that left later in the season, they signed forms and they met their three-quarter guarantee. So after the three-quarter guarantee, as far as I'm concerned, we can nitpick it and all we want but, they met their three-quarter guarantee, period. We only had the forms and the documentation to back everything up. That's just how you do things nowadays.

MR. HEYMAN-KANTOR: Mr. Schulte, we requested in our document requests all documentation, communications concerning reason for departure. We would ask that the forms related to the termination forms we have been discussing, any e-mails about

this or about the May or June workers with Theresa be given to us as soon as possible.

MR. SCHULTE: Okay. If we have them, we'll produce what's responsive.

BY MR. HEYMAN-KANTOR:

Q. And these worker termination forms, did you hand them personally to the workers or did Agustin hand them to them or --

A. It was probably between both of us that we did it. I'm not exactly sure.

Q. Were any of the workers upset that they were being terminated?

A. I don't know. I mean -- I don't know.

Q. No one complained to you?

A. No. Not to me, no. And you're talking about the group that left towards the end of season?

Q. Yes, in August or September.

A. I don't believe so, no.

Q. So far we have been talking about two groups, the group that left in August or September and the group that left in May. Were

A. No, not that I know of, no.

MR. HEYMAN-KANTOR: I would like to introduce Exhibit 11.

- - - - -

(E-mail dated 8/21/15 marked R. Marino Exhibit 11 for identification.)

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Do you recognize this document? Do you recognize this document?

A. Hold on, I'm looking at it, but I don't think so. No, I don't recognize it.

Q. All right, well, you see the cc line?

A. Yeah.

Q. Do you see that it says Lisa Justice and it has your name?

A. Uh-huh.

Q. Is this --

A. But you're asking me if I recognize it. I don't recognize it. I'm sure I've maybe glanced at it.

Q. Well, does this look like the list of workers who were let go in -- that we have been just talking about?

A. I'm assuming it is, but I wouldn't know without looking and cross-referencing it with my records. But I'm going to assume it is, since you guys have it.

Q. Do you know who Warren Wicker is?

A. It's Theresa's husband.

Q. Have you interacted with him in the past?

A. Just on the phone once or twice. Not in the last couple of years.

Q. Well, all right. Well, if you don't recognize it, I'll take it back.

A. Can I look at it, so maybe I will recognize it?

Q. Sure, if you're still looking at it.

A. Like what are you asking me about it, if I recognize it and I don't at first glance, but furthermore, like what are you getting at about this document? Why is this an exhibit?

Q. Well, it looks like an e-mail from, I guess I should --

A. It is an e-mail from Warren to me. I see that.

Q. Was Sun Valley Orchards in the practice of notifying the government when workers were separated from Sun Valley Orchards?

A. That's required.

Q. And how does Sun Valley Orchards do that?

A. I call Theresa or whoever in her office that handles that or I e-mail them and tell them that they have to notify whoever they have to notify. That's part of the service that they provide. That's what their agency does.

Q. And would you send them, would you e-mail this organization the list of workers that were separating?

A. Lisa probably did, because this list looks like it's comes from our type of payroll system that we used. And she may have, you know, because I'm sure there's Heather, yeah, because the spelling is correct. I mean this had to come from some kind of a -- some kind of document that Lisa sent to them.

Q. And this reminds you of the payroll system that Sun Valley Orchards has?

A. It kind of does.
Q. Why does it remind you?
A. I'm just looking at the way it's, the format.
Q. What about the format?
A. Just the format, the way it, the font, the columns and things like that. It appears to be similar. It may not be directly. It may be something that Theresa uses. I'm not exactly sure.
Q. So you think the payroll records at Sun Valley Orchards may have had the same order, for example, of client name, process date, consulate, that kind of thing?
A. The process date. Okay. Now I'm looking at it. No, this is most likely something from her office, some kind of software that they use. Probably compiled from a list that Lisa sent them.
MR. HEYMAN-KANTOR: Mr. Schulte, we would also ask for any documents or any e-mails exchanged between Sun Valley Orchards and this organization about the workers who were separated.

MR. SCHULTE: If there are any.

BY MR. HEYMAN-KANTOR:

Q. Do you know why this e-mail says, do you see where it says workers returned for personal reasons? Do you know why it says that when in fact the workers were let go?

A. I don't know why.

Q. If this e-mail refers to the workers we have been talking about, it's inaccurate in that statement, right?

MR. SCHULTE: Objection. There's no foundation that it does.

THE WITNESS: I'm not sure how to answer that anyway.

BY MR. HEYMAN-KANTOR:

Q. Okay. That's all I have about that exhibit. I think we agreed the workers who left who were separated in August or September did not leave for personal reasons?

A. Right. Crop loss or damage.

Q. So we talked a little bit before about the ETA, ETA Form 790 commonly referred to as a job order?

A. Okay.

addresses of each farm were correct, that the contract, all that stuff, there's a signature page for that that I reviewed and approved everything, so yes, I did.

Q. You did review it before signing it?

A. Yes. Yes.

Q. And at the time, did everything look accurate to you before you signed it, the forms?

A. Yes.

Q. And now in hindsight, were those forms accurate?

A. As far as job description and all?

Q. Were there any details in the job order for 2015 that now you think are inaccurate?

A. The -- I don't know what you call it, the clause, there was a portion of it that I don't know if it was clear on the use of the kitchen and the meal plan.

Q. And what was inaccurate about that?

A. Now it's all cleared up. It could have been skewed or misinterpreted that the guys were going to be just generally

free-for-all in the kitchen, 100 guys making their own meals, when you could never have that. You could never build a kitchen big enough for that to happen. It's more spelled out. It's much more clear.

Q. And how did that -- why were the 2015 job orders written that way?

A. I don't think there's a particular reason. I just think it was an oversight.

Q. And that part of it, was that description about the kitchen and the meals, was that written?

A. That was revisited and reworded, but everything else in there is pretty much verbatim the same as it was.

Q. And what prompted you to or Sun Valley to reword that?

A. This problem.

Q. You're referring to the US Farm Labor investigation?

A. The lawsuit, yeah. Because of some miswording, we're all here today, a misunderstanding. Whatever you want to call it. Oversight.

Q. Do you think the wording in the

2015 job orders was misleading?
A. Do I think that directly? At the time, I didn't. Again, it was an oversight.
Q. What do you think now?
A. And that was the first time I ever had to do that. What do I think now? Hindsight is 20/20 as to what I think now. Do I think it's accurate as I sit here right now, no, that's why I changed it.
Q. So in hindsight, you think that the job orders for 2015 were inaccurate with respect to the kitchen and meal plan?
A. I guess you could say that, yes.
Q. I would like to introduce what -- can we mark this as Exhibit 12?

- - - - -

(ETA Form 790 Bates DOL01466 to 1485 marked R. Marino Exhibit 12 for identification.)

- - - - -

BY MR. HEYMAN-KANTOR:
Q. Take a look at that document and tell me if you recognize it. These documents are Bates stamped DOL01466 through DOL01485.
A. This is a new contract, this is the

camp. It's our well. You know, we're going to house people in it and I -- we just take it upon ourselves to pay those.

Q. Is the bill separated between the charges for the kitchen versus for the other parts of the farm?

A. Yes. It has got its own electric meter. It's got its own fuel tank, it's own gas tank. When the plumber or electrician, whoever, carpenter comes to do repairs, they state it on there what it's for.

Q. Do you ever ask -- did Sun Valley Orchards ever ask Agustin Hernandez to reimburse it for these expenses?

A. No.

Q. Why not?

A. He's a respected employee and out of good faith I guess, just doing the right thing.

MR. HEYMAN-KANTOR: That's all I have.

BY MR. SCHULTE:

Q. Last round. In here, in the 2016 order that we talked about before, it says employers will furnish three meals a day, is

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Friday, August 21, 2015 2:54 PM
To: csc-x.h-2aabs@dhs.gov; 'TLC, Chicago - ETA SVC'; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 25
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Carlos	Cruz	Reyes	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Demetrio	Garcia	Olarte	Domicilio C
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Eduardo	De La Cruz	Martinez	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Francisco Javier	Pinon	Rangel	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Geovani de Jesus	Del Angel	Salas	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Jose	Martinez	Paulino	Enrique Ro

Δ π EXHIBIT 11
Deponent R Marino
Date 4-19-17 Rptr RC
WWW.DEPOBOOK.COM

Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Mateo	Rios	Bautista	
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Alfredo	Galindo	Reyes	C Sin Nom
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Carlos Eduardo	Magallanes	Hernandez	Loc Los Cl
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	David	Flores	Flores	c sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Eliseo	Aguilar	Caldera	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Esteban	Mendoza	Soto	c sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Gabriel	Lugo	Morales	calle sin nc
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Griseldo	Cervantes	Aguilar	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Honorato	Galindo	Cervantes	C Sin Nom
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Irineo	Aguilar	Marquez	Buena c sin nombı
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	J Santos	Soto	Gurrola	c sin nombı
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Ernesto	Galindo	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Manuel	Cumplido	Aguilar	Loc Los Alis
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Manuel	Martinez	Cervantes	Loc Agua P
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Norberto	Garcia	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Oscar Javier	Blanco	Aguilar	Loc Joyas c
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rafael	Cervantes	Cumplido	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rogelio	De La Cruz	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Trinidad	Aguilar	Soto	calle sin no

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Tuesday, April 18, 2017

- - - - -

Oral Deposition of AGUSTIN HERNANDEZ, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:51 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
and JACOB HEYMAN-KANTOR, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
heymankantor.jacob@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

ALEIDA PENTLAND, Interpreter

- - - - -

I N D E X

WITNESS	PAGE
AGUSTIN HERNANDEZ	
BY MR. GLICK:	5, 265
BY MR. SCHULTE:	260

E X H I B I T S

NUMBER	DESCRIPTION	MARKED
Hernandez		
Exhibit 1	List Bates DOL01212	216
Exhibit 2	Signature List by Crew Bates DOL01368 to 1369	219
Exhibit 3	Photographs	223
Exhibit 4	Photographs	230
Exhibit 5	Photographs Bates DOL000363	235
Exhibit 6	Store Receipt Bates DOLp1399	243
Exhibit 7	Store Receipt Bates DOL01422	248
Exhibit 8	Form Bates DOL01545 to 1546	256

DEPOSITION SUPPORT INDEX

- - - - -

Direction to Witness Not to Answer

Page Line

NONE

Request for Production of Documents

Page Line

NONE

Question Marked

Page Line

NONE

- - - - -

ALEIDA PENTLAND, having been duly sworn, translated the following questions from English to Spanish and Spanish to English as needed as follows:

- - - - -

AGUSTIN HERNANDEZ, having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. GLICK:

Q. Good morning. My name is Jason Glick. With me today is Jacob Heyman-Kantor and we represent the Secretary of Labor in the case called in re: Sun Valley Orchards, 2017-TAE-00003. And we represent the administrator of the Wage and Hour Division in the case called in re: Agustin Hernandez, 2017-MSP-00002.

Mr. Hernandez, as I'm sure Mr. Schulte has explained, I'm going to ask you some questions today. And it's very important that you respond verbally so that the court reporter will be able to record your answers.

A. I don't remember. It's a long time ago. About every year he told me that. Maybe, I don't know, since he start to be more focused on the job, he was like, I don't know, maybe ten years ago.

Q. Was anyone else from Sun Valley involved in determining who drove the vans?

A. No.

Q. And in 2015, were you in charge of meals at Sun Valley?

A. Yes.

Q. Could you tell me about that?

A. Yes. When, when I knew that the H2 workers they were going to come to work. I talked to Russ about that, how we want to charge them. Because I hear in other camps that they got their own little camps, you know, and they cook their own meal. But like in this company, we have only one big kitchen. So, so for everybody to go and cook in that same facility is not, you know, it's a mess. It can't be. So he told me that we can, you know, keep the way we were doing, you know, charging the guys, collecting from the guys, but he told me to make, to be in charge for that and like

I, I talked to the guys about that when they first came, about, you know, everybody go in one kitchen and you know, it's not possible for them to cook everybody. So I hire the cookers, you know, the cookers in there and they, everybody agreed. They thought that was a good idea. And we, we keep, we kept doing that. So I, I charge, we charge -- I charge $80 a week. I collect the money from them. And then I am in charge for buying everything and pay the cookers.

Q. Did the meal plan work the same way in 2014?

A. Yes. No. No, no. The 2014 behind, they -- almost the same, but they pay less, because the company pays, used to pay the cookers, two persons in the kitchen. So they pay, they pay less money. They pay less money. But I was in charge for buying, went to the grocery store and you know, supply, buy all the supplies.

Q. When did the meal plan at Sun Valley start?

MR. SCHULTE: Objection to calling it a meal plan at Sun Valley.

THE WITNESS: I have been in the kitchen for quite a bit years and I have been doing like that every year. So it has been like, I don't know, over ten years.

BY MR. GLICK:

Q. How did that arrangement start?

A. Again, since we start to get a lot of people, they didn't have the facilities to, for everybody to cook, so we have only one big kitchen. And always I talk to the guys about, you know, getting, getting, paying the kitchen or they can, you know, get food from outside.

Q. Did you discuss that arrangement with any of the Marinos?

A. Yes.

Q. Who?

A. Harry, Russ.

Q. Was that Russ?

A. Russ, Jr.

Q. When did you have that first conversation?

A. A long time ago. I think we started, we opened the kitchen, first opened the kitchen like in 1995 or six. I don't

remember. Since we start doing that, you know, for the guys to pay, to pay me, to pay us -- to pay me for to cook the meals, a long time ago.

Q. And in those conversations with Sun Valley with the Marinos about the meal plan, what did you discuss?

A. Nothing, just about how much I was going to charge and that's it.

Q. Did they tell you that you should charge the workers?

A. No.

Q. Did you ask if you could charge the workers?

A. No, no, I didn't ask. I know that I have to collect the money to buy food.

Q. Who decided that there would be a charge to the workers for the meal plan?

A. Who decided? I think me. It was me, I talked to them and we both agree and I charge the guys.

Q. Who did you talk to?

A. I think at that time, it was Harry I think. Harry Marino.

Q. Did you talk about how much to charge the workers?

A. No. No, I don't think so. No.
Q. When did they pay you?
A. Some of them, they pay me at the end of day. And some of them, they pay me when the paycheck, when they get the check, paycheck.
Q. Did they pay you, for the workers that paid you after they received their paycheck, in 2015, did they pay you cash?
A. Yes.
Q. Did they pay you cash after they received their paycheck?
A. Yes, after they receive their paycheck.
Q. How did the workers in 2015 cash their paychecks?
A. Okay. Harry Marino come to the camp and he make us sign the receiving check, some signature check. I don't know, however you call it and they got the check and they sign it and they hand it to me, they hand the check to me. And I go, I go to the bank and I cash the check. The office at Sun Valley, they send, they e-mail to the bank, they make it easy. They send the list to the bank so when

I'm -- when I go for the pile of checks, they got the envelopes with the money. You know, with everybody's name. They check and they, I get all the envelopes and I bring it to the camp. When they finish, I hand the checks to everybody.

Q. Did you ever remove any money from the envelopes before giving the checks to the workers?

A. Never, never, never, no. I never do that. I never did it. I never would, no.

Q. How did the workers pay the $80 weekly fee for the meals?

A. Cash.

Q. When did they pay the cash?

A. On Friday, Friday. Friday afternoons.

Q. What day of the week did the workers receive the cashed Sun Valley checks?

A. Friday, Friday afternoons.

Q. Did you keep track of the workers that paid the 80-dollar weekly fee?

A. Yes.

Q. How did you keep track?

A. Okay. They send me a list from the

it out. He asked me where I buy the sodas and I told him, I go to Sam's Club and that's it. And he told me, oh, I can find out. I don't keep receipts when I buy the sodas, no.

Q. Did you buy sodas at stores other than Sam's Club?

A. Yes.

Q. What stores?

A. There's a Mexican store in Bridgeton, New Jersey.

Q. Any other stores?

A. It can be different, different stores. Sometimes when I need something, maybe in the middle of the week, if we need something, we go to the Acme. We go to the Shop-Rite. It's different stores. But only little ones, but the biggest shops is in the Sam's Club and the Mexican stores in Bridgeton.

Q. How did you decide to charge one dollar per soda to the workers at Sun Valley in 2015?

A. How? Because I saw the -- I buy sodas at the store, I saw more or less the prices. I don't know. This is what I decided on.

Q. What was the price that you paid at Sam's Club for sodas in 2015?

A. It's like, I don't know, maybe -- I didn't do the math for a single soda, but a case, maybe 13, $14.

Q. How many sodas are in a case that costs 13 or $14?

A. I think 24. Twenty-four. Twenty-four. I think it's 24.

Q. And is that the price for a particular kind of soda?

A. No.

Q. So the Monsters, Red Bull, Coca-Cola, all cost 13 or $14 a case?

A. No, I'm talking about the sodas. The Monster costs like $32 a case, there's 24. The Red Bull I think costs 31, 30, 31 for a case of 24.

Q. What about the sweet breads that you sold in the fields, how much did those cost to purchase?

A. Like eight, eight dollars.

Q. For how many?

A. I think there's 12.

Q. Where did you purchase those sweet

voluntary.

THE WITNESS: It's a voluntary note, you know, signing they're free to go.

BY MR. GLICK:

Q. What did the other workers say at the meeting?

A. I don't remember. I don't remember.

Q. Is there anything else you remember about the meeting?

A. Just that they didn't want to sign. They were like they didn't want to sign, because they were afraid that this, that this signature will affect them in the future with coming with another visa. And he said that no, he wasn't going to harm, harm them or, you know, yeah. Make any harm. But he was going to leave the notes and check the box whatever they feel more comfortable with English or Spanish.

Q. It was Russell Marino, Jr. who responded about the forms?

A. Yes.

Q. Did Russell Marino, Jr. bring those

don't remember what they was, that day was, but they close week on Tuesday and they didn't work anymore. So they don't open a new week.

Q. What day of the week did the first meeting take place?

A. I'm not too sure. I think it was a Friday. I think it was Friday, because Harry Marino was there. I think he went to give us the check and he was, we let him know.

Q. What else happened between the time that you told all the workers some of them would have to go and the time that they actually got on the buses to leave?

A. Happened, a lot of things, like they stopped to talk and they were pretty upset. And I guess they called the federal inspector, the Department of Labor, because a couple of days later, they show up. I'm guessing. I'm not sure. I'm not saying that happened.

Q. Did any of the workers who were told they were being let go negotiate to ask for something more?

A. No.

Q. Who paid for the return

pastries?

A. No.

Q. Is there anything in Exhibit 6 that refers to something that you sold to the workers that wasn't included in the weekly meal plan in 2015?

A. No.

Q. Is there anything in Exhibit 6 that you don't understand?

A. No.

MR. GLICK: Could you mark this as Exhibit 7, please?

- - - - -

(Store Receipt Bates DOL01422 marked Hernandez Exhibit 7 for identification.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I'm showing you a document that I will refer to as Exhibit 7, which is Bates stamped DOL01422 and was attached as part of Exhibit E to our requests for admissions. Again, I'll refer to this as Exhibit 7. Mr. Hernandez, what is this document, Exhibit 7?

A. It's another shop receipt from a different store where I get the items.
Q. Is it a receipt from 2015?
A. Yes.
Q. How do you know?
A. Because it has the date. The date is there.
Q. What else do you recognize about this document?
A. Most of it.
Q. Is your name written on this document?
A. I don't see it, no. Yes. Yes, I'm sorry.
Q. And in Exhibit 6, of this document next to your name, there's a phone number, whose phone number is that?
A. I guess it's the store phone number, I guess. I never take notice of that.
Q. It's not your phone number?
A. No, no.
Q. I believe I may have misspoken when I referred to this document by number, but again, Exhibit 7, Mr. Hernandez, could you please see the typed number seven in the

leftmost column?

A. Yes.

Q. Could you read to me what is to the right of the typed number seven in Exhibit 7?

A. It says, I didn't notice, but it says Coca-Cola lata.

Q. What else does it say on that line?

A. Five. Five 36 Coca-Cola lata.

Q. Does this line in Exhibit 7 mean that you purchased five cases of cans of Coca-Cola?

A. I buy some Coca-Cola through this guy, but I pay separate, not from the -- I pay separate receipt and I guess they mixed them there. I don't know. I didn't notice.

Q. Did you buy the five cases of cans of Coca-Cola described in Exhibit 7?

A. I don't remember. It was '15, I don't remember. I know I sometimes I used to buy Coca-Cola from them.

Q. And does Exhibit 7 indicate that the cases of Coca-Cola cans had 36 cans per case?

A. It says there, I don't know. They never sell me 36. I don't know. I'm not sure.

Q. Does Exhibit 7 say a different number of cans of Coca-Cola per case?

A. No, it says there, I think it's three, 36, I think.

Q. And each of the cases of Coca-Cola were $13?

A. It says there.

MR. SCHULTE: I just object that it looks like it's scratched out. I mean the document speaks for itself, but as far as trying to interpret what somebody else's handwriting is, there are a number of places where other numbers are scratched out or written over.

THE WITNESS: Yeah, that happened when I make the order and I very busy and they just deliver it and I'm not in the kitchen and they just give me the -- I trust, I trust the people and I pay them. I don't know.

BY MR. GLICK:

Q. When you bought Coca-Cola from the Laurel Food Market, did you usually ask them to record that purchase in a different receipt

720264

2 Bios Lenguas 5.29 42.32

CUSTOMER'S ORDER NO. | DEPARTMENT | DATE 07/09/15

NAME Laurel Food Market

ADDRESS

CITY, STATE, ZIP Agustin 856 8997353

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
10		fibras			$20.00	

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	5	Suero	23.00	115.00
2	6	Squape	11.00	55.00
3	2	lata Jumex	15.00	30.00
4	2	Carton Jumex	18.00	36.00
5	2	Agua mineral	18.00	36.00
6	4	cc soda	24.00	96.00
7	5	Coca Cola lata	13.00	65.00
8	1	caja Agin	20.00	20.00
9	19	~~caja artadent~~	~~3.50~~	~~66.50~~ X
10	203	Pan	.75	159.75
11	9	~~caja bolsa~~	~~18.00~~	~~00~~ X
12	10	Le Chuga	1.50	15.00
13	7	cilantro	1.00	7.00
14	5	Naranja agria	4.00	20.00
15	6	Sazon Goya	5.00	30.00
16	4	latas Chipotle	11.00	44.00
17	1	caja Jitomate Baja	15.00	15.00
18	1	Caja Huevo	90.00	90.00
RECEIVED BY	1	Papa	25.00	25.00

KEEP THIS SLIP FOR REFERENCE

Δ π EXHIBIT 7
Deponent Hernandez
Date 4-18-17 Rptr. RL
WWW.DEPOBOOK.COM

DOL01422

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Thursday, April 20, 2017

- - - - -

Oral Deposition of JOSEPH MARINO, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 11:20 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

I N D E X

WITNESS		PAGE
JOSEPH MARINO		
BY MR. GLICK:		5
BY MR. SCHULTE:		78

E X H I B I T S

NUMBER	DESCRIPTION	MARKED
J. Marino		
Exhibit 13	Amended Notice of Deposition	10
Exhibit 14	Signature List by Crew Bates DOL01371 to 1373	58
Exhibit 15	Payroll Run Inquiry Bates DOL00463	60
Exhibit 16	Job Card: Payroll Summary Bates DOL00501 to 511	61
Exhibit 17	Payroll Check Register Bates DOL00500	62
Exhibit 18	Employee Census Hours/Month	66
Exhibit 19	Insurance Policy	73

DEPOSITION SUPPORT INDEX

- - - - -

Direction to Witness Not to Answer

Page Line

NONE

Request for Production of Documents

Page Line

NONE

Question Marked

Page Line

NONE

- - - - -

JOSEPH MARINO, having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. GLICK:

Q. Good morning, Mr. Marino.

A. Good morning.

Q. Thank you for bearing with us this morning as we resolved some of these matters, I appreciate you coming here today.

As I previously introduced myself, my name is Jason Glick. I represent the Secretary of Labor in Sun Valley Orchards, LLC, case number 2017-TAE-00003. And I represent the Administrator of the US Department of Labor Wage and Hour Division in a case called in re: Agustin Hernandez, case number 2017-MSP-00002.

And we're here today for the deposition of both yourself, Mr. Joseph Marino, and of the corporation, Sun Valley Orchards, LLC.

As I'm sure your counsel has explained, I'm going to ask you questions

work on a given day --

A. Yes.

Q. -- what would the PET Tiger system show about that worker?

A. If he's not there and present to be scanned into a job for the day, he has no hours or work for the day.

Q. Is there any other information in PET Tiger for that worker on a day when he doesn't work?

A. I'm not understanding your question. I'll explain, workers get an ID card. They have a scanner and an iPad runs the software. You show up to work. You scan your ID. You scan your job, whatever it is you're doing for the day. It keeps track of it. If you're not there, there's nobody to scan. So I don't -- I'm not getting your question. It's very simple. You either show up for work or you don't.

Q. And when a worker doesn't show up for work, does Sun Valley record that in any other system?

A. No.

Q. Does Sun Valley record the reason

that a worker doesn't show up for work on a given day?

A. No.

Q. In 2015, did Sun Valley record the reason that a worker didn't show up for work on a given day?

A. Not to my knowledge.

Q. Who would know the answer to that question?

A. To what question?

Q. Who would know whether in 2015 if a worker didn't show up for work on a given day, the reason for the worker not showing up was tracked in some system?

A. What do you mean was tracked in some system? You're asking -- reask the question. I don't understand the question.

Q. Besides the PET Tiger, what kind of payroll software did Sun Valley use in 2015?

A. Famous actually prints the paychecks. Famous software is our operating system. PET Tiger is a third-party software system that collects the data that transfers to Famous to print the checks.

Q. So Famous is a system Sun Valley

his work history. It will generate reports and they got all the reports they wanted. It generates reports until you can't read them no more.

Q. What specific information would that work history show?

A. I don't know, whatever you ask it to show. I don't know. I don't use it. I don't use it. I just know that it can do it.

Q. Do you know if it can show the number of hours a worker worked in a particular day?

A. Yes.

Q. Do you know if it shows the reason why a worker didn't work a certain day?

A. Reask the question. I don't know why you keep going back to this, because it's -- like it's not relevant. Reask the question, because I don't understand it.

Q. PET Tiger can run reports?

A. Yes.

Q. Someone from Sun Valley can use PET Tiger to run a report?

A. Yes.

Q. That report would show information

about work that the H-2A workers in 2015 did at Sun Valley?

A. Yes.

Q. That report would show -- that kind of report could show the number of hours that a given worker worked in 2015 at Sun Valley?

A. Yes.

Q. Could that report show any information about why a worker didn't work on a given day?

A. Not to my knowledge.

Q. Who would know that?

A. No idea.

Q. If you wanted to find that out, who would you ask?

A. Russ.

Q. In 2015, did Sun Valley take any steps to determine whether any of its workers were owed money in relation to the three-quarters guarantee?

A. I don't understand your question.

Q. In 2015, did Sun Valley take any steps to figure out whether any workers had met the three-quarters guarantee?

A. I'm sorry, explain that again.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003

Joint Stipulation of Agreed Facts And Joint Exhibits

The Administrator and Sun Valley Orchards, LLC ("Sun Valley") have conferred in a good faith effort to stipulate to the facts to the fullest extent possible. The following are the parties' stipulated facts:

1. Sun Valley, a New Jersey farm, employs both foreign nationals working on H-2A visas ("H-2A workers") as well as a number of non-H-2A employees, including non-H-2A employees engaged in corresponding employment ("domestic workers"). These workers' duties include picking asparagus, peppers, and other crops.

2. Sun Valley was founded as a limited liability corporation in 2012 and is owned by Russell Marino Jr., Joe Marino, Harry Marino, and Russell Marino Sr.

3. Sun Valley took over the farming operation formerly known as Marino Brothers, Inc.

4. Marino Brothers, Inc. did business under the trade name "Sun Valley Orchards."

5. Marino Brothers, Inc. was owned by Russell Marino Sr., Sebastien Marino, and Harry Marino.

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

6. Marino Brothers Inc. employed Agustin Hernandez and Russell Marino Jr. (among others).

Sun Valley applies to participate in the H-2A program for 2015

7. To obtain workers for the period of April 13, 2015 to October 10, 2015 (the "2015 growing season"), Sun Valley filed two applications for Temporary Employment Certification ETA Form 9142 ("TEC") and two Agricultural and Food Processing Clearance Orders (ETA Form 790) ("job order").

8. Sun Valley filed a job order for the period of April 13, 2015 to October 10, 2015. The Department of Labor subsequently approved this job order. Attached hereto as Joint Exhibit 1 is a true and accurate copy of that job order.

9. Sun Valley also filed a TEC for this same time period. The Department of Labor subsequently approved this TEC. Attached hereto as Joint Exhibit 2 is a true and accurate copy of that TEC.

10. Sun Valley also filed a job order for the period of June 1, 2015 to October 10, 2015. The Department of Labor subsequently approved this job order. Attached hereto as Joint Exhibit 3 is a true and accurate copy of that job order.

11. Sun Valley also filed a TEC for the period of June 1, 2015 to October 10, 2015. The Department of Labor subsequently approved this TEC. Attached hereto as Joint Exhibit 4 is a true and accurate copy of that TEC.

12. After these TECs and job orders were approved, Sun Valley hired H-2A workers.

13. During 2015 Sun Valley qualified as an employer within the definition of 20 C.F.R. § 655.103(b).

14. During 2015, Agustin Hernandez was not an employer within the definition of 20 C.F.R. § 655.103(b).

The 2015 growing season at Sun Valley

15. Attached hereto as Joint Exhibit 5 is a chart listing the 96 H-2A workers and 51 domestic workers that Sun Valley employed during the 2015 growing season.

16. In the job orders, Sun Valley promised to pay these employees $11.29 per hour or at a piece rate, whichever was higher.

17. Attached as Joint Exhibit 6 is a true and accurate copy of Sun Valley's employee roster for the 2015 growing season.

18. During the 2015 growing season, Agustin Hernandez supervised Sun Valley's H-2A and domestic workers and selected the drivers to transport Sun Valley's H-2A and domestic workers from the housing facility to the agricultural fields.

19. During the 2015 growing season, Sun Valley's H-2A workers, and many of its domestic workers, lived at Sun Valley's housing facility, which is located at 1321 Route 45 South, Swedesboro, NJ 08085.

20. This housing facility was built before April 3, 1980, and includes (among other things) bedrooms, a bathroom facility, and (in an adjacent building with a separate entrance) a kitchen.

21. During the 2015 growing season, Sun Valley paid for the utilities for this kitchen (including gas, electricity, and water), and provided various appliances for the kitchen, including stoves, freezers, a microwave, and refrigerators.

22. During the 2015 growing season, 139 of Sun Valley's H-2A and domestic workers purchased meals prepared in Sun Valley's kitchen and paid Agustin Hernandez between $75 and $80 a week for these meals.

23. During the 2015 growing season, many Sun Valley H-2A and domestic workers paid Agustin Hernandez for soft drinks, energy drinks, and snacks, among other things.

24. During the 2015 growing season, to the parties' knowledge no money was withheld from any H-2A or domestic worker's pay checks by Sun Valley for meals, drinks, or any other items.

25. Other than payments to Hernandez, to the parties' knowledge none of the H-2A workers or domestic workers paid Sun Valley for meals, drinks, or any other items.

26. During the 2015 growing season, Hernandez did not have a license to sell beer or cigarettes.

H-2A employees whose work with Sun Valley ended mid-season

27. Attached as Joint Exhibit 7 is a chart listing workers who last worked at Sun Valley on or before May 7, 2015.[1]

28. Jose D. Islas Larraga last worked at Sun Valley on June 9, 2015.[2]

29. On or about August 8, 2015, Sun Valley terminated the employment of Miguel A. Elizondo Soto; Luis A. Luna Gonzalez; Jose L. Silva Lopez; Dario Morales Acosta; and Rodrigo Raya Tapia. These workers' last day of work was on or before August 4, 2015.

30. Sun Valley asked workers whose work at Sun Valley ended before the end of the season to complete a worker departure form.

31. The top half of this form was in English and the bottom half was in Spanish.

32. The workers were instructed to retain the bottom half and return the top half.

---

[1] The parties dispute whether these workers employment ended because they were constructively discharged, terminated, or voluntarily quit.

[2] The parties also dispute the reasons that this worker stopped working at Sun Valley Orchards.

33. Attached as Joint Exhibit 8 are true and accurate copies of the English portions of the worker departure forms signed by Sun Valley workers around the time that their work was ending.

34. Attached as Joint Exhibit 9 is a true and accurate copy of a worker departure form, including English and Spanish portions, dated August 8, 2015.

35. Worker departure forms were distributed to H-2A workers who departed before the end of the season around the time that these workers' work ended.

Investigation by the Administrator and Subsequent Procedural History

36. During the 2015 growing season, the Wage and Hour Division of the U.S. Department of Labor, including Wage Hour investigators John Crudup and Jose Perez, investigated Sun Valley to determine (among other things) whether the farm was in compliance with H-2A regulations.

37. During their investigation, Wage Hour inspected the housing facility and five Sun Valley buses, interviewed Sun Valley workers and drivers, and met with Sun Valley owners and with Agustin Hernandez.

38. On June 22, 2016, the Administrator issued a determination letter alleging that Sun Valley violated certain H-2A regulations and assessing $369,703.22 in back wages and $212,250.00 in civil money penalties ("CMPs") against Sun Valley.

39. On July 20, 2016, Sun Valley filed a timely hearing request.

40. On December 23, 2016, the Administrator filed an Order of Reference referring the matter to the Office of Administrative Law Judges. The Administrator also amended the determination letter by adjusting the amounts sought to $376,697.61 in back wages and $212,250.00 in CMPs, and added additional findings and bases for the Administrator's back wage and CMP assessment.

41. Attached as Joint Exhibit 10 is a true and accurate copy of the Order of Reference, which includes true and accurate copies of the underlying determination letter and hearing request referenced in paragraphs 38-40.

42. During the course of discovery in this matter, the Administrator took depositions of six H-2A workers. In accordance with 29 C.F.R. § 18.55(a), the parties stipulate that true and accurate transcripts or videos of the depositions, or portions thereof, may be used at the hearing to the extent that doing so would be admissible under the applicable rules of evidence as if the deponent were present and testifying at the hearing

Joint Exhibit 5
H-2A and domestic workers employed by Sun Valley during 2015

	Last Name	First Name
1	Aguilar Caldera	Eliseo
2	Aguilar Marques	Irineo
3	Aguilar Soto	Trinidad
4	Aponte Rodriguez	Daniel
5	Aponte Rodriguez	Johnny
6	Arias	Baltazar
7	Arias	Ricardo
8	Arias Maya	German
9	Arroyo Alonso	Nicolas
10	Asencion Flores	Eusebio
11	Baltazar	Cheguez J
12	Blanco Aguilar	Oscar J
13	Carrera Cortez	Martin
14	Carrera Hernandez	Camilo
15	Castaneda	David
16	Cervantes Aguilar	Griseldo
17	Cervantes Cumplido	Rafael
18	Cervantes Ramirez	Carlos
19	Chargoy Escudero	Pedro
20	Cinta Tegoma	Hugo L
21	Cruz	Delmar
22	Cruz Lopez	Javier
23	Cruz Perez	Antonio
24	Cruz Reyes	Carlos
25	Cruz Reyes	Jose D
26	Cuellar Romero	Gustavo
27	Cumplido Aguilar	Juan M
28	De La Cruz Martinez	Eduardo
29	De La Cruz Morales	Rogelio
30	Del Angel Salas	Geovani de Jesus
31	Dominguez Cruz	Humberto
32	Elizondo Soto	Miguel A
33	Escovar	Jorge
34	Flores Flores	David
35	Flores Montero	Gilberto
36	Franco Varga	Oscar R
37	Galindo Cervantes	Honorato

38	Galindo Cervantes	Juan E
39	Galindo Reyes	Alfredo
40	Garcia Cardos	Erick G
41	Garcia Cervantes	Norberto
42	Garcia Delgado	Manuel
43	Garcia Dominguez	Hector M
44	Garcia Olarte	Demetrio
45	Garcia Ramirez	Omar
46	Garcia Raya	Jorge L
47	Godinez Barcenas	Adan
48	Gomes	Francisco J
49	Gomez Lopez	Fernando
50	Gonzalez Jaimes	Amadeo
51	Gonzalez Jaimes	Gaspar
52	Grijalva Ramos	Celso
53	Guillen Segovia	Armando
54	Hernandez	Fabian
55	Hernandez	Francisco
56	Hernandez	Roberto
57	Hernandez Hernandez	Felix Arturo
58	Hernandez Perez	Herlindo
59	Hernandez Perez	Jeronimo
60	Hernandez Perez	Rufino
61	Hernandez Sanchez	Ines
62	Hernandez Zavala	Luis A
63	Hurtado Olvera	Martin
64	Ibanez	Francisco A
65	Islas Larraga	Jose D
66	Jacobo Ramirez	Jose M
67	Jimenez	Raul
68	Jimenez Osornio	Jose Erick
69	Juarez Hernandez	Javier
70	Justiniano Soto	Carlos R
71	Lara Amador	Reymundo
72	Lara Amador	Vicente
73	Leon Hernandez	Ruben
74	Lopez	Ranulfo
75	Lopez Carrera	Modesto E
76	Lopez Carrera	Yreneo C
77	Lopez Cruz	Ricardo
78	Lopez Cruz	Victor
79	Lopez Lopez	Conrado
80	Lopez Lopez	Domingo
81	Lopez Mendez	Jose
82	Lugo Morales	Gabriel

83	Luna Gonzalez	Luis A
84	Magallanes Hernandez	Carlos
85	Maldonado Maldonado	Marco G
86	Marquez Perez	Gustavo
87	Martinez Antonio	Valentin
88	Martinez Areliano	Efrain
89	Martinez Arellano	Cesar
90	Martinez Cervantes	Manuel
91	Martinez Paulino	Jose
92	Mendez Hernandez	Cristian
93	Mendoza Soto	Esteban
94	Morales Acosta	Dario
95	Ortega Vargas	Marcelo
96	Perez	Ramiro
97	Perez	Tomas
98	Perez Lopez	Domingo
99	Perez Vasquez	Conrado
100	Pinon	Jose L
101	Pinon Rangel	Francisco J
102	Pinon Roque	Omar
103	Ramirez	Lorenzo Domingo
104	Ramirez	Matias
105	Ramirez Chavez	Juan
106	Raya	Jose
107	Raya Garcia	Adan
108	Raya Tapia	Rodrigo
109	Reyes	Delfino Antonio
110	Reynoso	Adonias O
111	Reynoso Rodriguez	Elias
112	Reynoso Rodriguez	Jose L
113	Rios Bautista	Mateo
114	Rodriguez Jaimes	Armando
115	Rodriguez Velasquez	Jeines
116	Rodriguez Velasquez	Salvador
117	Romero Arrendondo	Alejandro
118	Rosales Lopez	Lucio
119	Sanchez Dolores	Venustiano
120	Sanchez Villasenor	Alejandro
121	Sanchez Villasenor	Saul
122	Santi Lopez	Carmelino
123	Santiago Mendoza	Isau
124	Santis Morales	Francisco
125	Santiz Perez	Rogelio
126	Santos Urquiza	Juan
127	Santoyo Castro	Ricardo

128	Silva	Alfredo L
129	Silva Llaguno	Andres
130	Silva Llaguno	Carlos
131	Silva Lopez	Jose L
132	Sonalo Guerrero	Tomas
133	Soto Gurrola	J Santos
134	Tapia Barbosa	Armando
135	Vallejo Rojas	Nocolas
136	Vargas	Diego
137	Vargas	Juan
138	Vargas Vargas	Octavio
139	Vargas Venegas	Alvaro
140	Vazquez Desion	Adrian
141	Velasquez	Esdras
142	Velasquez	Leny
143	Villasenor	Frediberto
144	Villasenor Vargas	Jose M
145	Zavala Almanza	Pedro
146	Zavala Jaimes	Humberto
147	Zeveleta Hernandez	Marcos

Joint Exhibit 7
H-2A employees whose work with Sun Valley ended by May 7, 2015

	Name
1	Jose Manuel Baltazar Cheguez
2	Carlos Cervantes Ramirez
3	Hugo Leonel Cinta Tegoma
4	Humberto Dominguez
5	Hector M. Garcia Dominguez
6	Celso Grijalva Ramos
7	Ines Hernandez Sanchez
8	Javier Juarez Hernandez
9	Marco G. Maldonado
10	Gustavo Marquez Perez
11	Cristian Mendez Hernandez
12	Marcelo Ortega Vargas
13	Delfino Antonio Reyes
14	Lucio Rosales Lopez
15	Venustiano Sanchez Dolores
16	Isau Santiago Mendoza
17	Tomas Sonalo Guerrero
18	Adrian Vazquez Desion
19	Marcos Zaveleta

Joint Exhibits

JX	Description
1	Job order for April 13, 2015 to October 10, 2015
2	TEC for April 13, 2015 to October 10, 2015 (DOL 00271-288)
3	Job order for June 1, 2015 to October 10, 2015
4	TEC for June 1, 2015 to October 10, 2015 (DOL 00289-304)
5	List of Sun Valley H-2A and domestic workers
6	Sun Valley 2015 employee roster (DOL 01602 - 1604)
7	List of H-2A employees whose work at Sun Valley ended by May 7, 2015
8	Completed English portions of worker departure forms
9	Worker departure form, including English and Spanish portions, dated August 8, 2015 (DOL 02363)
10	Order of Reference

Dated: June 15, 2017

For the Respondent:

Christopher J. Schulte
CJ Lake, LLC

525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

Dated: June 15, 2017

For the Administrator:

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

Jacob Heyman-Kantor
Jason E. Glick
Trial Attorneys

U.S. Department of Labor
Office of the Solicitor, Region II
201 Varick St., Room 983
New York, NY 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Joint Exhibits**

Binder A

JX 1 to 10

U.S. Department Labor
Employment and Training Administration

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

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

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

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

Sun Valley Orchards LLC
19 Vestry Rd
Swedesboro NJ 08085

C/O NAC
685 US Hwy 15 S01
Carthage, NC 28327

a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador:
[redacted]

b) Telephone Number / Número de Teléfono:
Employer (856) 769-5280
NAC (910) 947-6004

c) Fax Number / Número de Fax:
Employer: (856) 769-5213
NAC (910) 947-6006

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

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

19 Vestry Rd, Swedesboro, NJ 08085
See attached spreadsheet for additional worksites all of which are owned/leased by employer.
employer provides daily transportation from main location to each work site.

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

1329 Rt 45 South, Harrisonville, NJ 08085

a) Description of Housing / Descripción de la vivienda:

Block Building
Capacity: 170

[redacted]

4. Code / Código Industrial:
NAICS 11219

5. Job Order No. / Núm. de Orden de Empleo:
NJ0982022

a. SOC (ONET/OES) Occupational Title / Título Ocupacional
Farmworkers and Laborers, Crop [45-2092.02]

6. Address of Order Holding Office (Include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):
One-Stop Career Center
215 Crown Point Road, Suite 200
Thorofare, NJ 08086

a. Name of Local Office Representative (Include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa).
Manager: 856-384-3700

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
02/12/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
07/27/2015

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:
From / Desde: 04/13/2015 To / Hasta: 10/10/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
40

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo 5 — Thursday / Jueves 7
Monday / Lunes 7 — Friday / Viernes 7
Tuesday / Martes 7 — Saturday / Sábado 0
Wednesday / Miércoles 7

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas por alas diferentes actividades de la temporada:
7:00am-3:00pm hours vary; See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varien Ven fijación a ETA 790 para detalles más completos

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

Employer / Empleador: Yes / Sí ☐ No ☒

DOL00271

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

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Rental housing will comply with all applicable regulations.
SEE ETA 790 attachments

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910.142, o el conjunto lleno de estándares pone en §§ 654.404 por 654.417, el que son aplicables abajo § 654.401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. Alquiler de viviendas va a cumplir con todas las regulaciones aplicables **VEA ETA 790 fijaciones**

C-5A

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

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confarmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

SEE ETA 790 ATTACHMENTS FOR DETAILS.

para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadorea alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán trea días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.

VEA ETA 790 FIJACIONES PARA DETALLES.

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

Workers will harvest Asparagus, Zucchini, Pickles, Cucumbers, Eggplant, Peppers and peaches. Sometimes this will occur at top a 6ft ladder workers must take care when working a top ladders.
SEE ETA 790 ATTACHMENTS
Los trabajadores se cosecha Espárragos, calabacín, encurtidos, pepinos, berenjenas, pimientos y los melocotones. A veces esto ocurre en la parte superior un 6 pies escalera los trabajadoras deben tener cuidado al trabajar una escalera.
VER ETA 790 ARCHIVOS ADJUNTOS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Sí ☒ No ☐ If yes, number of months preferred: / Si es asi, numero de meses de experiencia: 3variable experience harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See attachments for more details. La cosecha de una experiencia comprobable de cultivos perecederos. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de experiencia previa. Consulte los documentos adjuntos para obtener más detalles.
2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas (random)
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ DT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

C 3c

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago / /
Vegetables	$ 11.29	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal
	$	$		Federal Tax / Impuestos Federales	☒	☐	☒
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal
	$	$		Meals / Comidas	☐	☒	☐
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
see attachments vea fijaciones							Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the affective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. **See Attachments for complete wage information.**
En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo en la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.
En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. **Vea Fijaciones para la información completa del sueldo.**

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. **SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.**

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

C-20

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

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

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

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

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

Yes/Si ☒ No ☐

see attached

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none/ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none/ninguno

C-3E

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

Yes/Sí ☒ No ☐

27 Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador. Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

RUSSELL MARINO JR OWNER/MANAGER

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

Employer's Signature / Firma y Título del Empleador

12/22-14

Date / Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party

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

PUBLIC BURDEN STATEMENT

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

DECLARACION DE CARGA PUBLICA

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

C-3F

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

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

C-39

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

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

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

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

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

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

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

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

Employer's Name Rogelio Marin Jr Date: 12/22/14

Employer's Signature

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

C-34

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/member will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employer: Sun Valley Orchards LLC; 29 Vestry Rd, Swedesboro NJ 08085. .

9. Anticipated dates of employment: 04/13/2015 until 10/10/2015.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday-Friday, and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when the changing of shifts is required. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude workers from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401.

15. Interested candidates should contact their local State Workforce Office to receive a copy of the ETA 790 and applicable attachments. Once the applicant has a copy of the job order they may apply directly to employer by calling (856) 769-5280 ext 7. Applicants are encouraged to fax applications or resumes to (856) 769-5213 **attn Farmworker Job**. Group interviews for local applicants will be held Tuesdays and Fridays from 8am – 11am. Applicants are encouraged to arrive 15-20 minutes early to complete/review an application packet at
29 Vestry Rd, Swedesboro NJ 08085.

All interstate (out of state) and intrastate (in state) applicants interested in this job offer should first contact the order holding office prior to contacting the employer for information and permission to refer. Workers should be fully apprised by their local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an

informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part of the interview process.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intultion to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.**

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to

help someone out sporadically. Picking u... will be kept free of limbs, leaves or mushy frui... uit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be determined by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

17. Wage Rates, Special Pay Information and Deductions: The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of $ 11.29 per hour. Employer will pay the highest of the AEWR, prevailing

wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Commodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zucchini	$1.00	Packed out 1/2bu equivalent
Pickles	$1.50	Packed out 1.0bu equivalent
Cucumber	$1.00	Packed out 1 1/9bu equivalent
Eggplant	$0.60	Packed out 1 1/9bu equivalent
Pepper	$0.60	Packed out 1 1/9bu equivalent
Peaches	Hourly + POB	Packed out 1/2bu equivalent

*POB= Packed Out Bonus

All jobs performed hourly will be compensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

All activities not listed as paid by piece rate will be paid by the hour.

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A). The employer will make the following deductions from the worker's wages: FICA taxes, State (if applicable) and Federal income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays

which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer workers to other comparable employment acceptable to workers. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). The payroll period shall be weekly. Workers will be paid weekly with a 1 week holding period.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.29 per hour for the first week, starting with the original anticipated date of need. 40 hrs x $11.29 = $451.60 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, beginning and ending times, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address and IRS identification number. Employer will abide by all regulations at 20 CFR 655.122(j)(k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers have completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be ~~$44.60~~ $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. If a worker choses to not use the employer arrange transportation then they will only be reimbursed for the transportation not included in the employer arranged (Mexican transportation, border crossing and daily subsistence.) In those circumstances, the grower will distribute the checks, as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower/association for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

24. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

28. Other Conditions of Employment:

A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 16 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to meet applicable production standards or keep up with fellow workers h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C). Employer Obligation If Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

E). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.

Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended

N) The employer is committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying

offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

FARM, HARVESTING, AND FIELD FOOD SAFETY RULES

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
   a. Before and after working
   b. Before beginning work in a different area
   c. Before and after eating
   d. After visiting the restrooms, toilets and port-a-johns
   e. Before and after treating an open wound or cut
   f. Before and after treating an individual with a cut or wound
   g. After blowing of nose
   h. After touching the hair or face
   i. After sneezing or coughing
   j. After touching anything which can cause contamination or performing maintenance
   k. After any break
   l. After handling any dirty raw material or garbage
   m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.
14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.
15. No glass is allowed in any work areas.

Addendum - Sun Valley Orchards LLC

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Russell James Marino Jr. **Sun Valley Orchards LLC** 29 Vestry Rd Swedesboro, NJ, 08085 1-856-769-5280 Asparagus, Cucumbers, Eggplant, Peaches, Peppers, Zucchini	(8301)	200	4/13/15 10/10/15		Gloucester	190	40

Total Workers Employed	200
Total Housing Capacity	190
Total H2A Workers Requested	40
Total Employers	1

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame

C-3.P

Sun Valley Orchards 2015 Field Locations				
field location	city	state	zip	county
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

C-3R

U.S. Department of Labor **Employment and Training Administration**
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604

March 13, 2015

Theresa L Ward
685 Us Hwy 15-501
Carthage, NC 28327

Case Number: H-300-15056-056255

RE: Sun Valley Orchards LLC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2A temporary agricultural program has been **certified**. On March 3, 2015, this office accepted for consideration an application from you requesting H-2A temporary labor certification for 40 Farmworkers and Laborers, Crop, Nursery, and Greenhouse job opportunities. In accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) § 655, Subpart B, it has been determined that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill all of the job opportunities for which certification has been requested and that employment of the H-2A workers will not adversely affect the wages and working conditions of workers in the United States similarly employed.

Therefore, the Department grants certification for 40 Farmworkers and Laborers, Crop, Nursery, and Greenhouse job opportunities. You must comply with all assurances, guarantees and other requirements contained in Departmental regulations at 20 CFR § 655, Subpart B and 20 CFR § 653, Subpart F.

Upon receipt of this notification, you will need to submit to the U.S. Citizenship and Immigration Service (USCIS) California Service Center the I-129 Form that is required in conjunction with an H-2A application. The USCIS petition can be obtained at http://www.uscis.gov.

IMPORTANT NOTE: The employer must sign and date the ETA Form 9142 prior to submission to USCIS California Service Center.

Enclosed is a bill for fees assessed for the H-2A certification. Non-payment or untimely payment may be considered a substantial violation subject to the procedures in Departmental regulations at 20 CFR § 655.182.

Important Reminders:

- In accordance with Departmental regulations at 20 CFR § 655.120(b), if the prevailing hourly wage or piece rate is adjusted during a work contract, and is higher than the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay at least that higher prevailing wage or piece rate upon notice to the employer by the Department. The Department posts all current prevailing hourly wages and piece rates to the Department of Labor's Agricultural On-Line Wage Library (AOWL). You are encouraged to visit the AOWL website at http://www.foreignlaborcert.doleta.gov/aowl.cfm for the updated wage rates.

- You must continue to cooperate with the State Workforce Agency (SWA) by accepting all referrals of eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as set forth in Departmental regulations at 20 CFR § 655.135(d). The end date of your obligation to consider all referrals under the 50 percent rule is calculated by the SWA based on the date the H-2A worker departed for the employer's place of business, which is assumed to be three days prior to the first date of need. However, if the H-2A worker will not depart for your place of employment three days prior to the first date of need, Departmental regulation 20 CFR § 655.135(c) requires you to inform the SWA in writing of the new expected departure date.

- You must update and maintain the recruitment report throughout the recruitment period including the 50 percent period as specified in Departmental regulations at 20 CFR § 655.156(b). This supplement to the recruitment report must meet the requirements of Departmental regulations at 20 CFR § 655.156(a)(1)-(4). The employer must sign and date this supplement to the recruitment report and retain it for a period of no less than three (3) years. The supplement to the recruitment report must be provided upon request.

- You are also reminded that in accordance with Departmental regulations at 20 CFR § 655.122(n), the termination of workers for cause and abandonment of the job by workers are to be reported in writing to the Department and to the Department of Homeland Security (DHS) within two (2) business days of the termination or discovering abandonment. To make compliance with this requirement simple and fast, the employer may e-mail the notification directly to the Chicago NPC using TLC.Chicago@dol.gov. Your requests will be handled as expeditiously as possible. Employers without internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2A Abandonment and Termination) or U.S. mail to the following address:

  U.S. Department of Labor
  Employment and Training Administration
  Office of Foreign Labor Certification
  Chicago National Processing Center
  11 West Quincy Court

Chicago, IL 60604
ATTN: H-2A Abandonment and Termination

- In accordance with Departmental regulations at 20 CFR § 655.135(i), employers must inform H-2A workers of the requirement that they must leave the United States at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent employer.

- In accordance with Departmental regulations at 20 CFR § 655.122(q), employers must provide to H-2A workers no later than the time at which the workers apply for the visa, or to workers in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker as necessary or reasonable. For H-2A workers going from an H-2A employer to a subsequent H-2A employer, the copy must be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

- In accordance with Departmental regulations at 20 CFR § 655.135(l), employers must post and maintain in a conspicuous location at the place of employment, a poster provided by the Secretary of the Department of Labor in English, and to the extent necessary, any language common to a significant portion of the workers if they are not fluent in English, which sets out the rights and protections for workers. A copy of the poster is available at http://www.dol.gov/whd/resources/posters.htm.

- Departmental regulations at 20 CFR § 655.180, allow the Department to conduct audit examinations of certified H-2A applications. The applications selected for audit will be chosen within the sole discretion of the Department. If your certification has been selected for audit, you are reminded that you must submit the documentation requested in the audit letter within the specified timeframe. Failure to comply with the audit process may result in a finding by the Certifying Officer to revoke the labor certification and/or debarment of the employer from future filings of H-2A temporary labor certification applications. Additionally, the audit findings and underlying documentation may be provided to the Department of Homeland Security or another appropriate enforcement agency. Referrals of any findings that an employer discouraged an eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

- In accordance with Departmental regulations at 20 CFR § 655.170, employers may request to extend (by more than two (2) weeks) the period of employment on certified H-2A applications in writing, to the Chicago NPC. The employer may e-mail the request directly to the Chicago NPC using the address:

TLC.Chicago@dol.gov, with the words "H-2A Extension Request" contained in the subject line of the e-mail. Employers without internet access may send a written request by facsimile to (312) 886-1688 (ATTN: H-2A Extension Request) or by U.S. mail to the following address:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604
ATTN: H-2A Extension Request

- Requests for changes in the period of employment lasting two (2) weeks or less can be directly filed with the USCIS California Service Center.

Sincerely,

OFLC Certifying Officer

Enclosures: Invoice for Certification; ETA Form 9142

CC: Sun Valley Orchards LLC
New Jersey Department of Employment & Workforce

Public Burden Statement: OMB control number 1205-0466, expiration date 03/31/2016. This reporting instruction has been approved under the Paperwork Reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Obligations to respond are mandatory (20 CFR 655.122, 655.135, 655.145, and 655.156). Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Room C-4312, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT send any of the above listed notices to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

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

A. Employment-Based Nonimmigrant Visa Information

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

B. Temporary Need Information

1. Job Title * Farmworker; Diversified		
2. SOC (ONET/OES) code * 45-2092	3. SOC (ONET/OES) occupation title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * 04/13/2015 *(mm/dd/yyyy)*	6. End Date * 10/10/2015 *(mm/dd/yyyy)*

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

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

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

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

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

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

9. Statement of Temporary Need *

N/A

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

C. Employer Information

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

1. Legal business name * Sun Valley Orchards LLC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 29 Vestry Rd		
4. Address 2 N/A		
5. City * Swedesboro	6. State * NJ	7. Postal code * 08085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 856-769-5280	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 460542793	13. NAICS code (must be at least 4-digits) * 111339	
14. Number of non-family full-time equivalent employees 0	15. Annual gross revenue	16. Year established N/A

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

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

D. Employer Point of Contact Information

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

1. Contact's last (family) name * Marino Jr	2. First (given) name * Russell	3. Middle name(s) * James	
4. Contact's job title * Owner/Manager			
5. Address 1 * 29 Vestry Rd			
6. Address 2 N/A			
7. City * Swedesboro		8. State * NJ	9. Postal code * 08085
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 856-769-5280	13. Extension N/A	14. E-Mail address N/A	

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name § Ward	3. First (given) name § Theresa	4. Middle name(s) § L	
5. Address 1 § 685 US Hwy 15-501			
6. Address 2 N/A			
7. City § Carthage	8. State § NC	9. Postal code § 28327	
10. Country § UNITED STATES OF AMERICA	11. Province N/A		
12. Telephone number § 910-947-6004	13. Extension N/A	14. E-Mail address tward.nac@gmail.com	
15. Law firm/Business name § National Agricultural Consultants LLC		16. Law firm/Business FEIN § 471490898	
17. State Bar number (only if attorney) § N/A		18. State of highest court where attorney is in good standing (only if attorney) § N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) § N/A			

F. Job Offer Information

a. Job Description

1. Job Title * Farmworker; Diversified		
2. Number of hours of work per week Basic *: 40 Overtime: 0	3. Hourly Work Schedule * A.M. (h:mm): 7 : 00 P.M. (h:mm): 3 : 00	
4. Does this position supervise the work of other employees? *	☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § 0
5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. * Workers will perform a variety of duties with harvesting vegetable crops grown by employer See 9142 attachments for more complete details.		

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

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

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

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

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

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

N/A

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

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

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

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
3	verifiable experience harvesting a perishable crop

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

SEE ADDENDUM

Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers

c. Place of Employment Information

1. Worksite address 1 *
29 Vestry Rd

2. Address 2
N/A

3. City *	4. County *
Swedesboro	Gloucester
5. State/District/Territory * NJ	6. Postal code * 08085

7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? * ☑ Yes ☐ No

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

1. New jersey Other see attached spreadsheet all of which are owned/leased by employer.
2. New jersey Other employer provides daily transportation from main location to each work site.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 11 . 29 To (Optional): $ 0 . 00	From: $ 0 . 00 To (Optional): $ 0 . 00

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

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

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
SEE ADDENDUM

In the event that the Department of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
New Jersery Department of Employment & Workforce

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
NJ0982022	02/12/2014	07/27/2015

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

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. TBA	From:	To:
5. N/A	From:	To:

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

Attempt to re-contact former workers
Advertise in local newspaper
Advertise by word of mouth
Publicize through employment service
Solicit help through Ag Extension and Farm Bureau.

The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.135.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

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

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

J. Preparer

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

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

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

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

This certification is valid from 04/13/2015 to 10/10/2015.

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

03/13/2015
Determination Date (date signed)

H-300-15056-056255
Case number

CERTIFIED
Case Status

L. Public Burden Statement 1205-0466

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

For Use In Filing Applications Under the H-2A Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142A, and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached a Letter of Representation from the employer. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Ward	Theresa	L
4. Firm/Business name National Agricultural Consultants LLC		
5. E-Mail address tward.nac@gmail.com		
6. Signature Theresa Ward		7. Date signed 03/10/2015

B. Employer Declaration

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

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The worksite for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.
3. The job opportunity is and will continue to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is the highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new Adverse Effect Wage Rate is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the NPC (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate.
6. There are no U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section B.5 of ETA Form 9142A.
7. All fees associated with processing the temporary labor certification will be paid in a timely manner.

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

8. During the period of employment that is the subject of the labor certification application, the employer:
   (i) Will comply with applicable Federal, State and local employment-related laws and regulations, including health and safety laws;
   (ii) Will provide for or secure housing for workers who are not reasonably able to return to their permanent residence at the end of the work day that complies with the applicable local, State, or Federal standards and guidelines for housing without charge to the worker;
   (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification;
   (iv) Will provide insurance, without charge to the worker, under a State workers' compensation law or otherwise, that meets the requirements of 20 CFR 655.122(e).
   (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(h)) and the employer's worksite without cost to the worker.

9. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.

10. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

11. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees...

12. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
   (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
   (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
   (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
   (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
   (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.

13. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 12(i) through (v) listed above.

14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.

15. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(i) in a conspicuous place frequented by all employees.

16. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
   (i) The H-2A Labor Contractor has provided a copy of the MSPA Farm Labor Contractor (FLC) certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
   (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, a description of the crops and activities the workers are expected to perform at such fixed site, and copies of the fully-executed work contracts with each fixed-site agricultural business so identified;
   (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

(iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155; and

(v) Where the fixed-site agricultural business(es) will provide housing or transportation to the workers, proof that:

a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d);

b. All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and that it will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and

c. Certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby acknowledge that the agent or attorney identified in section E (if any) of the ETA Form 9142A and section A above is authorized to represent me for the purpose of labor certification and, by virtue of my signature in Block 6 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

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

1. Last (family) name	2. First (given) name	3. Middle initial
Marino Jr	Russell	James
4. Title		
Owner/Manager		
5. Signature		**6. Date signed**
Russell James Marino Jr by Theresa Ward, VAC Attorney In Fact		03/16/2015

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.b.5: Special Requirements

must be able to bend, stoop, sit and stand on feet for long periods of time. Must be physically able to meet and perform all job specifications stated in job order, including lifting between 35-75 lbs. Must be able to work in hot humid weather for extended periods of time. Workers are also subject to random drug testing at no cost to employee. All drug testing will occur after the worker begins his or her employment. Failing or refusing a drug test will have a negative result in your employment status. See attachment for more complete details.

ADDENDUM

ADDENDUM SECTION G.3: Additional Wage Information

employers discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

F A 3: Starting and ending times may vary according to weather and crop conditions. If a worker is offered and agrees to work more than the scheduled hours during any work day, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

F A 5: Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions; considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

ATTACHMENT APPROVED
BY THE CHICAGO NATIONAL
PROCESSING CENTER

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules c) fails after completing the training period to perform the work as specified in Item F-5 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to keep up with fellow workers. h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire

15 R Marion asp vegs NJ 9142

policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

Comodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zuchinni	$1.00	Packed out 1/2bu equivlent
Pickles	$1.50	Packed out 1.0bu eqivlent
Cucumber	$1.00	Packed out 1 1/9bu equivlent
Eggplant	$0.60	Packed out 1 1/9bu equivlent
Pepper	$0.60	Packed out 1 1/9bu equivlent
Peaches	Hourly + POB	Packed out 1/2bu equivlent

*POB= Packed Out Bonus

All jobs performed hourly will be copensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

***Use of the masculine pronoun herein is for convenience of reference only.**

PROCESSING CENTER
THE CHICAGO MAIL ORDER

Addendum - Sun Valley Orchards LLC

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Russell James Marino Jr. **Sun Valley Orchards LLC** 29 Vestry Rd Swedesboro, NJ, 08085 1-856-769-5280 Asparagus, Cucumbers, Eggplant, Peaches, Peppers, Zucchini	(8301)	200	4/13/15 10/10/15		Gloucester	190	40

Total Workers Employed	200
Total Housing Capacity	190
Total H2A Workers Requested	40
Total Employers	1

ATTACHMENT APPROVED
BY THE CHICAGO NATIONAL
PROCESSING CENTER

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame

Sun Valley Orchards 2015 Field Locations				
field location	city	state	zip	county
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned does constitute and appoint National Agricultural Consultants LLC to be its true and lawful attorney-in-fact with respect to the following:

To act as the authorized representative for Sun Valley Orchards, LLC [client name] in all matters relating to the filing and execution of an H-2A Labor Certification Application with the U.S. Department of Labor, including a Clearance Order with the relevant State Workforce Agency, and a Petition for a Nonimmigrant Worker with the U.S. Department of Homeland Security.

I hereby vest and appoint said attorney-in-fact with full power, authority and discretion to perform any act whatsoever to accomplish the foregoing as fully and with the same force and effect as I could or might do myself.

This Limited Power of Attorney shall be effective as of the date of execution hereof and all persons may rely upon this power as being in full force and effect without any further inquiry whatsoever. This Limited Power of Attorney shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, I have executed this Limited Power of Attorney this 22 day of DEC, 2014.

By: _____ (signature)

Name: Russell Marino Jr (client name)

Title: Owner/Manager

Celeste Anne Keen

Notary Public

Sworn to and subscribed before me this 22 day of Dec 2014

My Commission Expires: CELESTE ANNE KEEN NOTARY PUBLIC OF NEW JERSEY My Commission Expires 8/4/2016

NATIONAL AGRICULTURAL CONSULTANTS LLC

H-2A CONSULTING SERVICES, AGENCY REPRESENTATION AND INDEMNIFICATION AGREEMENT

This H-2A Consulting Services, Agency Representation and Indemnification Agreement (the "Agreement") entered into by and between National Agricultural Consultants LLC (the "Agent/Consultant"), an agricultural labor consultant and agent with an expertise in the H-2A Governing Regulations at 20 CFR § 655 in its entirety and the U.S. DOL ESA Wage and Hour H-2A enforcement regulations at 29 CFR § 501, in the state of and under the laws of North Carolina and Sun Valley Orchards, a fixed site agricultural producer(s)/employer(s), by definition at 20 CFR 655.103(b) in the state of NJ (the "Agricultural Employer, 'AGER' ") who is a client of the Consultant.

WHEREAS, the Agent/Consultant is qualified and capable as an Agent/Consultant of rendering agent and consulting services, certain specific administrative services, and other limited services (necessary to assist facilitation of the AGER in obtaining domestic and/or supplementary foreign workers to participate in the H-2A program (8 USC 1101(a)(15)(H)(ii)(a); 8 USC 1188) ("H-2A workers") to meet the AGER's seasonal agricultural labor requirements; and

WHEREAS, the AGER acknowledges, understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the Application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the AGER desires to avail themselves of the Agent and Consulting services, administrative services, and other limited services provided by the Agent/Consultant in order to secure domestic and/or supplementary foreign workers to meet the AGER's seasonal agricultural labor requirements for the calendar year beginning January 1, 20 25

NOW THEREFORE, in consideration of the payment(s) made by the AGER of the established dues, admission fees and other assessments and such costs as are charged/assessed from time to time for providing the services requested by the AGER, and for other good and sufficient consideration, including the mutual promises contained in this Agreement, pursuant to the applicable requirements of 20 CFR § 655. The Agent/Consultant will provide Agent and Consultative services to represent, prepare and/or assist the AGER, as necessary, to interact with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department("DOS"), and the respective State Workforce Agency(s) ("SWA"). The parties hereto further agree as follows:

A. **The Consultant's Obligations**

(1) The Agent/Consultant, with input and review from AGER, will prepare and submit to the AGER to review, modify, approve, and/or execute, and authorize submission to the applicable government agency for processing, all forms and documents, required, pursuant to applicable laws and DOL, DHS, and State Department regulations, to obtain US workers and/or H-2A workers from the Republic of Mexico. The AGER provides explicit authorization to Consultant to prepare all necessary forms and documents, with emphasis added, for the Consultant to <u>populate and prepare</u> the I-129 petition on behalf of the AGER who will then review, modify, approve, execute and submit, or authorize submission, to U.S. CIS per the petition filing instructions.

(2) The Consultant, on behalf of the AGER, will provide certain administrative supportive services associated with the domestic recruitment requirements established by DOL regulations. Such tasks shall be limited exclusively to preparing the ETA 790 Form and attachments, subject to review, modification, approval, and execution by the AGER, and to be submitted by the AGER, or authorize Agent/Consultant to submit, in order to list the domestic job order with the appropriate State Workforce Agency ("SWA"), preparing ad copy for the AGER to review, modify and authorize the Agent/Consultant to place advertisements in newspapers on behalf of the AGER as directed by DOL, providing certain supportive services to AGER when/if needed by AGER to prepare AGER to properly interview and document US referrals made directly to the AGER from a SWA, and preparing and submitting to AGER for review, approval, execution and submitting, or authorization for Agent/Consultant to submit, the necessary recruitment report with DOL. The AGER agrees that it, solely, is soliciting employees as required by the Federal Regulation and the AGER has reviewed the required ad and approved the content before Agent/Consultant submits it to the newspaper for print on behalf of AGER. The AGER and DOL determine, solely and exclusively, the terms and conditions disclosed in the ad, when and where it is placed. By preparing ad copy for AGER consideration and authorization, the Agent/Consultant IS NOT performing or engaging in MSPA related Farm Labor Contracting activities such as soliciting. I, the AGER, am exclusively soliciting employees for myself as required by Federal law.

(3) The Agent/Consultant will maintain, or, assist the AGER to maintain contacts that may be needed, from time to time, by the Agent/Consultant or AGER, either directly or through its designated representatives, with SWA's, DOL, DHS, and DOS; and, other state and federal governmental agencies, and government contractors acting on behalf of or performing administrative actions on behalf of government agencies necessary to effectuate the successful administrative participation in the H-2A program and for other purpose(s) described in this Agreement.

(4) The Agent/Consultant has not sought or received payment of any kind from any employee subject to 8 USC 1188 for any activity related to obtaining the H-2A labor certification in compliance with 20 CFR § 655.135(j).

(5) The Agent/Consultant, who <u>IS NOT</u> an attorney and is not providing legal advice to the AGER, MAY, under the limited terms of this agreement, act as the agent of the employer, with any government or private entity, as necessary to assist the employer with participating in the H-2A program. This document IS NOT, nor should it be construed, as a Power of Attorney, limited or otherwise. The AGER acknowledges understanding and agreement that they should always consult with a qualified attorney to have

all of their legal questions answered, if any.

B. **The Agricultural Employer's Obligations**

(1) The AGER agrees to comply timely with all reasonable policies, procedures, and schedules established by the Agent/Consultant which it considers essential for the proper operation of the program to obtain domestic workers and/or H-2A workers, successful participation, and to promote compliance with applicable laws and regulations.

(2) The AGER acknowledges that it is familiar with the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described in the AGER's Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers by the AGER. The AGER agrees to comply with all obligations imposed on the AGER as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to always cooperate with all government agencies with jurisdiction. The AGER agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

(3) In particular, but not limiting the foregoing, the AGER agrees a) to pay their worker's required wages and benefits; b) to make only those deductions from their worker's paychecks that are required by law and only those deductions allowed by law; c) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; d) to timely reimburse required transportation and daily subsistence costs; e) to provide written detailed wage statements of their worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to their worker, the hours actually worked by their worker, and itemization of all deductions made from their worker's wages and, if piece rates are used, the units produced daily, the AGER's name, address and Federal Tax Identification or Social Security Number; f) to terminate their worker only for lawful job related reasons; g) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; h) to employ any qualified US worker(s), or to interview and hire any qualified US worker(s) who applies directly to the AGER in accordance with the applicable regulations at 20 CFR 655; i) that the Consultant and the AGER are not and shall not be joint employers with respect to any of the AGER's employees. The Agent/Consultant does not exercise any control over any of the AGER's employees and does hold any indicia of employment with respect to the AGER's employees. The AGER is the sole and exclusive employer.

(4) The AGER agrees to pay timely any judgment or penalty entered against the AGER and arising out of the AGER's violation of its obligations under applicable law or regulation, and to indemnify and hold harmless the Agent/Consultant and any of its other AGER Clients for such judgments or penalties and any attorneys' fees and costs incurred by the Agent/Consultant or other AGER Clients in defending against such alleged violation. The AGER acknowledges that the laws and regulations governing the employment of domestic agricultural workers and H-2A workers are subject to disputed and differing legal interpretations in various jurisdictions. Therefore, the AGER agrees that in matters in which a claim is made or litigation is instituted against the Agent/Consultant, the Agent/Consultant may exercise its discretion a) to settle such matters on behalf of the Agent/Consultant and the AGER on terms it deems appropriate; b) to litigate such matters; and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the AGER out of whose alleged action or inaction the claim was based or, what amount, if any, will be borne by the Agent/Consultant and/or shared among its other AGER Clients. The terms of this Paragraph B.(4) survive any future separation from AGER and the Agent/Consultant by the AGER and the term of this Agreement.

(5) The AGER agrees to pay the Agent/Consultant any assessment levied by the Agent/Consultant as the AGER's share of legal and any other expense or liability incurred by the Agent/Consultant in defending, prosecuting or settling any dispute relating to an application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the AGER or arising out of the fault of the AGER, in accordance with a formula approved by the Agent/Consultant. The terms of this paragraph B.(5) survive any future separation from AGER and the Consultant by the AGER and the term of this Agreement.

Consultant

By: Theresa Davis

National Agricultural Consultants LLC

AGRICULTURAL EMPLOYER'S SIGNATURE

RUSSELL J. MARINO JR 12/22-14

Please PRINT NAME CLEARLY on this line. DATE

U.S. Department Labor
Employment and Training Administration

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

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

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

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

Sun Valley Orchards LLC
29 Vestry Rd
Swedesboro NJ 08085

C/O NAC
685 US Hwy 15 501
Carthage, NC 28327

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

FEI [redacted]

b) Telephone Number / Número de Teléfono:
Employer (856) 769-5280
NAC (910) 947-6004

c) Fax Number / Número de Fax:
Employer: (856) 769-5213
NAC (910) 947-6006

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

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
29 Vestry Rd, Swedesboro, NJ 08085
See attached spreadsheet for additional worksites all of which are owned/leased by employer. employer provides daily transportation from main location to each work site.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
1329 Rt 45 South, Harrisonville, NJ 08085

a) Description of Housing / Descripción de la vivienda:
Block Building
Capacity: 170

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

4. Code / Código Industrial:
11219

5. Job Order No. / Num. de Orden de Empleo:
NJ0994838

a. SOC (ONET/OES) Occupational Title / Título Ocupacional
Farmworkers and laborers-Crops-, 45-2092.02

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
One-Stop Career Center
215 Crown Point Rd
Thorofare NJ, 08083

a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)
Manager, 856-384-3700

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
04/02/2015

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
08/05/2015

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo
From / Desde: 06/01/2015 To / Hasta: 10/10/2015

10. Number of Workers Requested / Número de Trabajadores Solicitados:
60

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana Total: 40

Sunday / Domingo 5
Monday / Lunes 7
Tuesday / Martes 7
Wednesday / Miércoles 7
Thursday / Jueves 7
Friday / Viernes 7
Saturday / Sábado 0

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas por las diferentes actividades de la temporada:
7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varian Ven fijación a ETA 790 para detalles más completos

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

Employer / Empleador: Yes / Si ☐ No ☒

C-4A

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

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Rental housing will comply with all applicable regulations.
SEE ETA 790 attachments

Los empleadores proporcionarán facilidades libres de cocina y cocina a esos trabajadores que tienen derecho para vivir en los empleadores que albergan para que trabajadores puedan preparar sus propias comidas. Los trabajadores comprarán sus propios comestibles. Una vez a la semana los empleadores ofrecerán proporcionar (en una base voluntaria por los trabajadores) liberta transporte para asegurarse de que trabajadores conseguir acceso a a la tienda más cercana donde pueden comprar comestibles.

Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. Alquiler de viviendas va a cumplir con todas las regulaciones aplicables **VEA ETA 790 fijaciones**

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

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

SEE ETA 790 ATTACHMENTS FOR DETAILS.

Para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidadas de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documente suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.

VEA ETA 790 FIJACIONES PARA DETALLES.

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

Workers will harvest Asparagus, Zucchini, Pickles, Cucumbers, Eggplant, Peppers and peaches. Sometimes this will occur at top a 6ft ladder workers must take care when working a top ladders.
SEE ETA 790 ATTACHMENTS
Los trabajadorse de cosecha Espárragos, calabacín, encurtidos, pepinos, berenjenas, pimientos y los melocotones. A veces esto ocurre en la parte superior un 6 pies escalera los trabajadores deben tener cuidado al trabajar una escalera.
VER ETA 790 ARCHIVOS ADJUNTOS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Sí ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 verifiable experience harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See attachments for more details. La cosecha de una experiencia comprobable de cultivos perecederos. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de experiencia previa. Consulte los documentos adjuntos para obtener más detalles.
2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas (random)
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

C-4c

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Si	No	Pay Period / Periodo de Pago
Vegetables	$ 11.29	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
	$	$		Federal Tax / Impuestos Federales	☒	☐	
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
see attachments vea fijaciones							Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. See Attachments for complete wage information.
En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo on la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.
En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. Vea Fijaciones para la información completa del sueldo.

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

C-40

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

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

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

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

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

Yes/Si ☒ No ☐

see attached

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas heches a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none/ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleeados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none/ninguno

C-4/5

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

Yes/Sí ☒ No ☐

27 Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de empleo que en la oferta y contiene todos los términos y condiciones materiales ofrecidos.

[illegible] VP OPERATIONS MANAGER
Employer's Printed Name & Title / Nombre en Letra de Molde y Título del Empleador

Employer's Signature / Firma y Título del Empleador

12/2-14
Date / Fecha

READ CAREFULLY: It is part of the statutorily established basic function of the Employment Service as a no-fee labor exchange that it, as a function of bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contract of job offer to which the American Job Center, ETA or a State agency is in any way a party.

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

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

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

C-4E

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

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

C-49

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

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

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

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

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

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

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

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

Employer's Name [illegible] Date: 12/22/14

Employer's Signature [signature]

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

C-4#

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/member will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employer. Sun Valley Orchards LLC; 29 Vestry Rd, Swedesboro NJ 08085. .

9. Anticipated dates of employment: 06/01/2015 until 10/10/2015.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday-Friday, and 5 hours on Saturday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when the changing of shifts is required. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude workers from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

14. Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401.

15. Interested candidates should contact their local State Workforce Office to receive a copy of the ETA 790 and applicable attachments. Once the applicant has a copy of the job order they may apply directly to employer by calling (856) 769-5280 ext 7. Applicants are encouraged to fax applications or resumes to (856) 769-5213 **attn Farmworker Job**. Group interviews for local applicants will be held Tuesdays and Fridays from 8am – 11am. Applicants are encouraged to arrive 15-20 minutes early to complete/review an application packet at 29 Vestry Rd, Swedesboro NJ 08085.

All interstate (out of state) and intrastate (in state) applicants interested in this job offer should first contact the order holding office prior to contacting the employer for information and permission to refer. Workers should be fully apprised by their local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and intrastate (in state)

C-4I

candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part of the interview process.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.**

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc. may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to

C-4/J

help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be determined by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

17. Wage Rates, Special Pay Information and Deductions: The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of $ 11.29 per hour. Employer will pay the highest of the AEWR, prevailing

C-4 K.

wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Commodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zucchini	$1.00	Packed out 1/2bu equivalent
Pickles	$1.50	Packed out 1.0bu equivalent
Cucumber	$1.00	Packed out 1 1/9bu equivalent
Eggplant	$0.60	Packed out 1 1/9bu equivalent
Pepper	$0.60	Packed out 1 1/9bu equivalent
Peaches	Hourly + POB	Packed out 1/2bu equivalent

*POB= Packed Out Bonus

All jobs performed hourly will be compensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

All activities not listed as paid by piece rate will be paid by the hour.

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A). The employer will make the following deductions from the worker's wages: FICA taxes, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible, and any other charges expressly authorized by the Worker in writing. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays

C-4

which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer workers to other comparable employment acceptable to workers. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). The payroll period shall be weekly. Workers will be paid weekly with a 1 week holding period.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.29 per hour for the first week, starting with the original anticipated date of need. 40 hrs x $11.29 = $451.60 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, beginning and ending times, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address and IRS identification number. Employer will abide by all regulations at 20 CFR 655.122(j)(k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers have completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation at the employer's election. Subsistence reimbursement shall be $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

C-4M

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

For US workers who complete the work contract and are eligible for the outbound transportation benefit, or if the employee is terminated without cause, and the worker has no immediate subsequent H2a employment, or an H2a workers that is displaced due the employers obligation under the USDOL 50% rule, the Employer will provide or pay for the worker's reasonable cost of return transportation and subsistence from the place of employment to the place from which the worker departed to work for the employer, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer. If the subsequent employer has not agreed to provide or pay for the worker's transportation to the subsequent place of employment, the Employer will provide or pay for the transportation and subsistence to the subsequent place of employment in lieu of providing or paying for such expenses from the place of employment to the place from which the worker departed to work for the employer. If the subsequent employer has agreed to provide or pay for the worker's transportation and subsistence to the subsequent place of employment the Employer will not provide or pay for such expenses. The Employer reserves the right to arrange charter or other return transportation. Workers eligible for this benefit who do not wish to avail themselves of employer arranged return transportation would be provided their outbound transportation and subsistence by check. If a worker choses to not use the employer arrange transportation then they will only be reimbursed for the transportation not included in the employer arranged (Mexican transportation, border crossing and daily subsistence.) In those circumstances, the grower will distribute the checks, as soon as all work is completed, as determined by the employer, and the worker is ready to depart. Workers may select any means of transportation home they choose, however, the reimbursement is limited to the most economical and reasonable common carrier transportation cost for the distance involved. Workers who arrange their own transportation understand they assume all liability and hold harmless the grower/association for any damages, injuries, and personal or property losses.

21. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations. Workers employed under this job order are designated as seasonal employees.

22. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer assures that there will be no lapse in coverage for workers compensation. The employers workers compensation will be provided throughout the entire length of the contract period Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination.

23. Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

24. For workers covered by MSPA 29 CFR 500.075(8) there are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

28. Other Conditions of Employment:

A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules attached hereto. c) fails after completing the training period to perform the work as specified in Item 16 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment; g) fails to meet applicable production standards or keep up with fellow workers h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

E). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.

Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended

N) The employer is committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying

offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

FARM, HARVESTING, AND FIELD FOOD SAFETY RULES

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
    a. Before and after working
    b. Before beginning work in a different area
    c. Before and after eating
    d. After visiting the restrooms, toilets and port-a-johns
    e. Before and after treating an open wound or cut
    f. Before and after treating an individual with a cut or wound
    g. After blowing of nose
    h. After touching the hair or face
    i. After sneezing or coughing
    j. After touching anything which can cause contamination or performing maintenance
    k. After any break
    l. After handling any dirty raw material or garbage
    m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.
14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.
15. No glass is allowed in any work areas.

U.S. Department of Labor **Employment and Training Administration**
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604

May 1, 2015

Theresa L Ward
685 Us Hwy 15-501
Carthage, NC 28327

Case Number: H-300-15106-786261

RE: Sun Valley Orchards LLC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2A temporary agricultural program has been **certified**. On April 23, 2015, this office accepted for consideration an application from you requesting H-2A temporary labor certification for 60 Farmworker and Laborer, Crop, Nursery, And Greenhouse job opportunities. In accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) § 655, Subpart B, it has been determined that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill all of the job opportunities for which certification has been requested and that employment of the H-2A workers will not adversely affect the wages and working conditions of workers in the United States similarly employed.

Therefore, the Department grants certification for 60 Farmworker and Laborer, Crop, Nursery, And Greenhouse job opportunities. You must comply with all assurances, guarantees and other requirements contained in Departmental regulations at 20 CFR § 655, Subpart B and 20 CFR § 653, Subpart F.

Upon receipt of this notification, you will need to submit to the U.S. Citizenship and Immigration Service (USCIS) California Service Center the I-129 Form that is required in conjunction with an H-2A application. The USCIS petition can be obtained at http://www.uscis.gov.

IMPORTANT NOTE: The employer must sign and date the ETA Form 9142 prior to submission to USCIS California Service Center.

Enclosed is a bill for fees assessed for the H-2A certification. Non-payment or untimely payment may be considered a substantial violation subject to the procedures in Departmental regulations at 20 CFR § 655.182.

Important Reminders:

- In accordance with Departmental regulations at 20 CFR § 655.120(b), if the prevailing hourly wage or piece rate is adjusted during a work contract, and is higher than the highest of the AEWR, the prevailing wage, the agreed-upon collective bargaining wage, or the Federal or State minimum wage, in effect at the time the work is performed, the employer must pay at least that higher prevailing wage or piece rate upon notice to the employer by the Department. The Department posts all current prevailing hourly wages and piece rates to the Department of Labor's Agricultural On-Line Wage Library (AOWL). You are encouraged to visit the AOWL website at http://www.foreignlaborcert.doleta.gov/aowl.cfm for the updated wage rates.

- You must continue to cooperate with the State Workforce Agency (SWA) by accepting all referrals of eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until the end of the recruitment period as set forth in Departmental regulations at 20 CFR § 655.135(d). The end date of your obligation to consider all referrals under the 50 percent rule is calculated by the SWA based on the date the H-2A worker departed for the employer's place of business, which is assumed to be three days prior to the first date of need. However, if the H-2A worker will not depart for your place of employment three days prior to the first date of need, Departmental regulation 20 CFR § 655.135(c) requires you to inform the SWA in writing of the new expected departure date.

- You must update and maintain the recruitment report throughout the recruitment period including the 50 percent period as specified in Departmental regulations at 20 CFR § 655.156(b). This supplement to the recruitment report must meet the requirements of Departmental regulations at 20 CFR § 655.156(a)(1)-(4). The employer must sign and date this supplement to the recruitment report and retain it for a period of no less than three (3) years. The supplement to the recruitment report must be provided upon request.

- You are also reminded that in accordance with Departmental regulations at 20 CFR § 655.122(n), the termination of workers for cause and abandonment of the job by workers are to be reported in writing to the Department and to the Department of Homeland Security (DHS) within two (2) business days of the termination or discovering abandonment. To make compliance with this requirement simple and fast, the employer may e-mail the notification directly to the Chicago NPC using TLC.Chicago@dol.gov. Your requests will be handled as expeditiously as possible. Employers without internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2A Abandonment and Termination) or U.S. mail to the following address:

  U.S. Department of Labor
  Employment and Training Administration
  Office of Foreign Labor Certification
  Chicago National Processing Center
  11 West Quincy Court

Chicago, IL 60604
ATTN: H-2A Abandonment and Termination

- In accordance with Departmental regulations at 20 CFR § 655.135(i), employers must inform H-2A workers of the requirement that they must leave the United States at the end of the period certified by the Department or separation from the employer, whichever is earlier, unless the H-2A worker is being sponsored by another subsequent employer.

- In accordance with Departmental regulations at 20 CFR § 655.122(q), employers must provide to H-2A workers no later than the time at which the workers apply for the visa, or to workers in corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker as necessary or reasonable. For H-2A workers going from an H-2A employer to a subsequent H-2A employer, the copy must be provided no later than the time an offer of employment is made by the subsequent H-2A employer.

- In accordance with Departmental regulations at 20 CFR § 655.135(l), employers must post and maintain in a conspicuous location at the place of employment, a poster provided by the Secretary of the Department of Labor in English, and to the extent necessary, any language common to a significant portion of the workers if they are not fluent in English, which sets out the rights and protections for workers. A copy of the poster is available at http://www.dol.gov/whd/resources/posters.htm.

- Departmental regulations at 20 CFR § 655.180, allow the Department to conduct audit examinations of certified H-2A applications. The applications selected for audit will be chosen within the sole discretion of the Department. If your certification has been selected for audit, you are reminded that you must submit the documentation requested in the audit letter within the specified timeframe. Failure to comply with the audit process may result in a finding by the Certifying Officer to revoke the labor certification and/or debarment of the employer from future filings of H-2A temporary labor certification applications. Additionally, the audit findings and underlying documentation may be provided to the Department of Homeland Security or another appropriate enforcement agency. Referrals of any findings that an employer discouraged an eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

- In accordance with Departmental regulations at 20 CFR § 655.170, employers may request to extend (by more than two (2) weeks) the period of employment on certified H-2A applications in writing, to the Chicago NPC. The employer may e-mail the request directly to the Chicago NPC using the address:

TLC.Chicago@dol.gov, with the words "H-2A Extension Request" contained in the subject line of the e-mail. Employers without internet access may send a written request by facsimile to (312) 886-1688 (ATTN: H-2A Extension Request) or by U.S. mail to the following address:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604
ATTN: H-2A Extension Request

- Requests for changes in the period of employment lasting two (2) weeks or less can be directly filed with the USCIS California Service Center.

Sincerely,

OFLC Certifying Officer

Enclosures: Invoice for Certification; ETA Form 9142

CC: Sun Valley Orchards LLC
NJ DEPT OF LABOR - LWD

Public Burden Statement: OMB control number 1205-0466, expiration date 03/31/2016. This reporting instruction has been approved under the Paperwork Reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Obligations to respond are mandatory (20 CFR 655.122, 655.135, 655.145, and 655.156). Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time to review instructions, search existing data sources, gather and maintain the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Room C-4312, 200 Constitution Ave., NW, Washington, DC 20210. **DO NOT send any of the above listed notices to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

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

A. Employment-Based Nonimmigrant Visa Information

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

B. Temporary Need Information

1. Job Title * Farmworker; Diversified		
2. SOC (ONET/OES) code * 45-2092	3. SOC (ONET/OES) occupation title * Farmworkers and Laborers, Crop, Nursery, and Greenhouse	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * 06/01/2015 *(mm/dd/yyyy)*	6. End Date * 10/10/2015 *(mm/dd/yyyy)*

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

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

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

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

8. Nature of Temporary Need: (Choose only one of the standards) *
☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *
N/A

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

C. Employer Information

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

1. Legal business name * Sun Valley Orchards LLC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 29 Vestry Rd		
4. Address 2 N/A		
5. City * Swedesboro	6. State * NJ	7. Postal code * 08085
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 856-769-5280	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 460542793	13. NAICS code (must be at least 4-digits) * 111339	
14. Number of non-family full-time equivalent employees 0	15. Annual gross revenue	16. Year established N/A

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

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

D. Employer Point of Contact Information

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

1. Contact's last (family) name * Marino Jr	2. First (given) name * Russell	3. Middle name(s) * James	
4. Contact's job title * Owner/Manager			
5. Address 1 * 29 Vestry Rd			
6. Address 2 N/A			
7. City * Swedesboro		8. State * NJ	9. Postal code * 08085
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 856-769-5280	13. Extension N/A	14. E-Mail address N/A	

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Ward	Theresa	L	
5. Address 1 §			
685 US Hwy 15-501			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Carthage	NC	28327	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
910-947-6004	N/A	tward.nac@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
National Agricultural Consultants LLC		471490898	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *		
Farmworker; Diversified		
2. Number of hours of work per week	3. Hourly Work Schedule *	
Basic *: 40 Overtime: 0	A.M. (h:mm): 7 : 00 P.M. (h:mm): 3 : 00	
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § 0	
5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. *		
Workers will perform a variety of duties with harvesting vegetable crops grown by employer See 9142 attachments for more complete details.		

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

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

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

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

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

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

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

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
3	verifiable experience harvesting a perishable crop

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

SEE ADDENDUM

Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. Workers

c. Place of Employment Information

1. Worksite address 1 * 29 Vestry Rd	
2. Address 2 N/A	
3. City * Swedesboro	4. County * Gloucester
5. State/District/Territory * NJ	6. Postal code * 08085
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

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

1. New jersey Other see attached spreadsheet
2. New jersey Other all of which are owned/leased by employer.
3. New jersey Other employer provides daily transportation from main location to each work site.

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 11 . 29 To (Optional): $ 0 . 00	From: $ 0 . 00 To (Optional): $ 0 . 00

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

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

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
SEE ADDENDUM

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
New Jersey Department of Employment & Workforce

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
NJ0994838	04/02/2015	08/05/2015

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

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. TBA	From:	To:
5. N/A	From:	To:

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

Attempt to re-contact former workers.
Advertise in local newspaper.
Advertise by word of mouth.
Publicize through employment service.
Solicit help through Ag Extension and Farm Bureau.

The employers will engage in positive recruitment of U.S. workers to the same extent (with respect to both effort and location) no less than that of non H-2A employers of comparable or smaller size in the area of employment in accordance with 655.135.

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

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

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

J. Preparer

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

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

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

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

This certification is valid from 06/01/2015 to 10/10/2015

William A. Carlson III
Department of Labor, Office of Foreign Labor Certification

05/01/2015
Determination Date (date signed)

H-300-15106-786261
Case number

CERTIFIED
Case Status

L. Public Burden Statement 1205-0466

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 03/31/2016

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

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

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142A, and that I have been designated by that employer to act on its behalf in connection with this application. If I am an agent and not an employee of the employer, then I have attached a Letter of Representation from the employer. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Ward	Theresa	L
4. Firm/Business name National Agricultural Consultants LLC		
5. E-Mail address tward.nac@gmail.com		
6. Signature Theresa Ward		7. Date signed 05/04/2015

B. Employer Declaration

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

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The worksite for which the employer is requesting H-2A certification does not currently have workers on strike or being locked out in the course of a labor dispute.
3. The job opportunity is and will continue to be open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is the highest of the adverse effect wage rate in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new Adverse Effect Wage Rate is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the NPC (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate.
6. There are no U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50 percent of the contract period calculated from the first date of need indicated in Section B.5 of ETA Form 9142A.
7. All fees associated with processing the temporary labor certification will be paid in a timely manner.

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

8. During the period of employment that is the subject of the labor certification application, the employer:
   (i) Will comply with applicable Federal, State and local employment-related laws and regulations, including health and safety laws;
   (ii) Will provide for or secure housing for workers who are not reasonably able to return to their permanent residence at the end of the work day that complies with the applicable local, State, or Federal standards and guidelines for housing without charge to the worker;
   (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification;
   (iv) Will provide insurance, without charge to the worker, under a State workers' compensation law or otherwise, that meets the requirements of 20 CFR 655.122(e).
   (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(h)) and the employer's worksite without cost to the worker.
9. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.
10. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.
11. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees...
12. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
   (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
   (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
   (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
   (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
   (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.
13. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 12(i) through (v) listed above.
14. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.
15. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.
16. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
   (i) The H-2A Labor Contractor has provided a copy of the MSPA Farm Labor Contractor (FLC) certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
   (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, a description of the crops and activities the workers are expected to perform at such fixed site, and copies of the fully-executed work contracts with each fixed-site agricultural business so identified;
   (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);

H-2A Application for Temporary Employment Certification

ETA Form 9142A – APPENDIX A
U.S. Department of Labor

(iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155; and
(v) Where the fixed-site agricultural business(es) will provide housing or transportation to the workers, proof that:
  a. All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d);
  b. All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and that it will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and
  c. Certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby acknowledge that the agent or attorney identified in section E (if any) of the ETA Form 9142A and section A above is authorized to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

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

1. Last (family) name	2. First (given) name	3. Middle initial
Marino Jr	Russell	James.
4. Title		
Owner/Manager		
5. Signature		6. Date signed
Russell Marino Jr. by Theresa Ward, NAC Attorney In Fact		05/04/2015

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form and 20 minutes per response for all other H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210 or by email ETA.OFLC.Forms@dol.gov. **Please do not send the completed application to this address.**

H-2A Application for Temporary Employment Certification
ETA Form 9142A
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.b.5: Special Requirements

must be able to bend, stoop, sit and stand on feet for long periods of time. Must be physically able to meet and perform all job specifications stated in job order, including lifting between 35-75 lbs. Must be able to work in hot humid weather for extended periods of time. Workers are also subject to random drug testing at no cost to employee. All drug testing will occur after the worker begins his or her employment. Failing or refusing a drug test will have a negative result in your employment status.
see attachment for more complete details.

ADDENDUM

ADDENDUM SECTION G.3: Additional Wage Information

employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.

Attachments to ETA 9142

F A 3: Starting and ending times may vary according to weather and crop conditions. If a worker is offered and agrees to work more than the scheduled hours during any work day, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude you from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

F A 5: Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions, considering also the amount, quality, and efficiency of work accomplished by their coworkers. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: **For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.**

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers.

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color, shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be require to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

APPROVED

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

Other Conditions of Employment: A). Discipline and/or Termination: Employer may discipline and/or terminate the worker for lawful job-related reasons and so notify the Job Service local office of the termination if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of Work Rules c) fails after completing the training period to perform the work as specified in Item F-5 and Attachment, d) malingers or otherwise refuses without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment, f) abandons his employment. h) falsifies identification, personnel, medical, production or other work related records, i) fails or refuses to take a drug test, or j) commits acts of insubordination, **k) the employer may terminate the worker (foreign or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.** Reason beyond employer's control" includes termination of workers, if he not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. These employers have a no complete, no rehire policy. Termination for lawful job related reasons before

the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.29 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.29 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.29 per hour for the total hours worked in the pay period.

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

Comodity	Rate	Unit
Asparagus	$7.00	Packed out 28# crate
Zuchinni	$1.00	Packed out 1/2bu equivlent
Pickles	$1.50	Packed out 1.0bu eqivlent
Cucumber	$1.00	Packed out 1 1/9bu equivlent
Eggplant	$0.60	Packed out 1 1/9bu equivlent
Pepper	$0.60	Packed out 1 1/9bu equivlent
Peaches	Hourly + POB	Packed out 1/2bu equivlent

*POB= Packed Out Bonus

All jobs performed hourly will be copensated at $11.29/hr

*Peaches: $11.29/hr + $3.50/bin + Pack out bonus

Pack out bonus may vary; 2014 bonus was $3.42/bin

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

***Use of the masculine pronoun herein is for convenience of reference only.**

Sun Valley Orchards 2015 Field Locations				
field location	**city**	**state**	**zip**	**county**
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned does constitute and appoint National Agricultural Consultants LLC to be its true and lawful attorney-in-fact with respect to the following:

To act as the authorized representative for Sun Valley Orchards, LLC [client name] in all matters relating to the filing and execution of an H-2A Labor Certification Application with the U.S. Department of Labor, including a Clearance Order with the relevant State Workforce Agency, and a Petition for a Nonimmigrant Worker with the U.S. Department of Homeland Security.

I hereby vest and appoint said attorney-in-fact with full power, authority and discretion to perform any act whatsoever to accomplish the foregoing as fully and with the same force and effect as I could or might do myself.

This Limited Power of Attorney shall be effective as of the date of execution hereof and all persons may rely upon this power as being in full force and effect without any further inquiry whatsoever. This Limited Power of Attorney shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, I have executed this Limited Power of Attorney this

22 day of DEC, 2014.

By: _____ (signature)

Name: Rossella Mario Jr (client name)

Title: Owner/Manager

Celeste Anne Keen

Sworn to and subscribed before me this 22 day of Dec. 2014

Notary Public

CELESTE ANNE KEEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/4/2016

My Commission Expires: _____

NATIONAL AGRICULTURAL CONSULTANTS LLC
H-2A CONSULTING SERVICES, AGENCY REPRESENTATION AND INDEMNIFICATION AGREEMENT

This H-2A Consulting Services, Agency Representation and Indemnification Agreement (the "Agreement") entered into by and between National Agricultural Consultants LLC (the "Agent/Consultant"), an agricultural labor consultant and agent with an expertise in the H-2A Governing Regulations at 20 CFR § 655 in its entirety and the U.S. DOL ESA Wage and Hour H-2A enforcement regulations at 29 CFR § 501, in the state of and under the laws of North Carolina and Sun Valley Orchards, a fixed site agricultural producer(s)/employer(s), by definition at 20 CFR 655.103(b) in the state of NJ (the "Agricultural Employer, 'AGER' ") who is a client of the Consultant.

WHEREAS, the Agent/Consultant is qualified and capable as an Agent/Consultant of rendering agent and consulting services, certain specific administrative services, and other limited services (necessary to assist facilitation of the AGER in obtaining domestic and/or supplementary foreign workers to participate in the H-2A program (8 USC 1101(a)(15)(H)(ii)(a); 8 USC 1188) ("H-2A workers") to meet the AGER's seasonal agricultural labor requirements; and

WHEREAS, the AGER acknowledges, understands and agrees that it is personally and solely responsible for compliance with all applicable farm employee labor and employment laws and provisions of the H-2A program, including the Application for Temporary Employment Certification, the Clearance Order, and the Worker Agreement; and

WHEREAS, the AGER desires to avail themselves of the Agent and Consulting services, administrative services, and other limited services provided by the Agent/Consultant in order to secure domestic and/or supplementary foreign workers to meet the AGER's seasonal agricultural labor requirements for the calendar year beginning January 1, 20 15;

NOW THEREFORE, in consideration of the payment(s) made by the AGER of the established dues, admission fees and other assessments and such costs as are charged/assessed from time to time for providing the services requested by the AGER, and for other good and sufficient consideration, including the mutual promises contained in this Agreement, pursuant to the applicable requirements of 20 CFR § 655. The Agent/Consultant will provide Agent and Consultative services to represent, prepare and/or assist the AGER, as necessary, to interact with all appropriate government agencies involved in the H-2A program application processes, including but not limited to US Department of Labor ("DOL"), US Department of Homeland Security ("DHS"), US State Department("DOS"), and the respective State Workforce Agency(s) ("SWA"). The parties hereto further agree as follows:

A. **The Consultant's Obligations**

(1) The Agent/Consultant, with input and review from AGER, will prepare and submit to the AGER to review, modify, approve, and/or execute, and authorize submission to the applicable government agency for processing, all forms and documents, required, pursuant to applicable laws and DOL, DHS, and State Department regulations, to obtain US workers and/or H-2A workers from the Republic of Mexico. The AGER provides explicit authorization to Consultant to prepare all necessary forms and documents, with emphasis added, for the Consultant to populate and prepare the I-129 petition on behalf of the AGER who will then review, modify, approve, execute and submit, or authorize submission, to U.S. CIS per the petition filing instructions.

(2) The Consultant, on behalf of the AGER, will provide certain administrative supportive services associated with the domestic recruitment requirements established by DOL regulations. Such tasks shall be limited exclusively to preparing the ETA 790 Form and attachments, subject to review, modification, approval, and execution by the AGER, and to be submitted by the AGER, or authorize Agent/Consultant to submit, in order to list the domestic job order with the appropriate State Workforce Agency ("SWA"), preparing ad copy for the AGER to review, modify and authorize the Agent/Consultant to place advertisements in newspapers on behalf of the AGER as directed by DOL, providing certain supportive services to AGER when/if needed by AGER to prepare AGER to properly interview and document US referrals made directly to the AGER from a SWA, and preparing and submitting to AGER for review, approval, execution and submitting, or authorization for Agent/Consultant to submit, the necessary recruitment report with DOL. The AGER agrees that it, solely, is soliciting employees as required by the Federal Regulation and the AGER has reviewed the required ad and approved the content before Agent/Consultant submits it to the newspaper for print on behalf of AGER. The AGER and DOL determine, solely and exclusively, the terms and conditions disclosed in the ad, when and where it is placed. By preparing ad copy for AGER consideration and authorization, the Agent/Consultant IS NOT performing or engaging in MSPA related Farm Labor Contracting activities such as soliciting. I, the AGER, am exclusively soliciting employees for myself as required by Federal law.

(3) The Agent/Consultant will maintain, or, assist the AGER to maintain contacts that may be needed, from time to time, by the Agent/Consultant or AGER, either directly or through its designated representatives, with SWA's, DOL, DHS, and DOS; and, other state and federal governmental agencies, and government contractors acting on behalf of or performing administrative actions on behalf of government agencies necessary to effectuate the successful administrative participation in the H-2A program and for other purpose(s) described in this Agreement.

(4) The Agent/Consultant has not sought or received payment of any kind from any employee subject to 8 USC 1188 for any activity related to obtaining the H-2A labor certification in compliance with 20 CFR § 655.135(j).

(5) The Agent/Consultant, who **IS NOT** an attorney and is not providing legal advice to the AGER, MAY, under the limited terms of this agreement, act as the agent of the employer, with any government or private entity, as necessary to assist the employer with participating in the H-2A program. This document IS NOT, nor should it be construed, as a Power of Attorney, limited or otherwise. The AGER acknowledges understanding and agreement that they should always consult with a qualified attorney to have

all of their legal questions answered, if any.

B. **The Agricultural Employer's Obligations**

(1) The AGER agrees to comply timely with all reasonable policies, procedures, and schedules established by the Agent/Consultant which it considers essential for the proper operation of the program to obtain domestic workers and/or H-2A workers, successful participation, and to promote compliance with applicable laws and regulations.

(2) The AGER acknowledges that it is familiar with the regulations and requirements of the H-2A program and agrees to comply with all of the terms and conditions of employment described in the AGER's Agricultural and Food Processing Clearance Order, ETA Form 790 and attachments, and Application for Temporary Employment Certification, ETA 9142 and attachments, (collectively the "Job Order") and with the agricultural work agreement, which describes all the material terms and conditions of employment and that is entered into with both U.S. and H-2A workers by the AGER. The AGER agrees to comply with all obligations imposed on the AGER as an employer of domestic and/or H-2A workers found in applicable law and regulations, including without limitation, those at 20 CFR Part 653 (DOL Interstate Clearance Order regulations); 20 CFR Part 655 (DOL H-2A Regulations); 29 CFR Part 501 (DOL Wage and Hour Enforcement Regulations); and applicable provisions at 8 CFR Parts 214, 215, and 274a (DHS regulations); and to always cooperate with all government agencies with jurisdiction. The AGER agrees to comply with ALL applicable laws and relevant regulations and specifically, but not limited to, 20 C.F.R. 655.120(wages), 122(content of job offer), 135(assurances and obligations), 153(contact former US workers), 155(referral of US workers), 167(document retention requirements) of the H-2A regulations.

(3) In particular, but not limiting the foregoing, the AGER agrees a) to pay their worker's required wages and benefits; b) to make only those deductions from their worker's paychecks that are required by law and only those deductions allowed by law; c) to provide housing as required by law that meets all applicable standards in effect at the time of occupancy; d) to timely reimburse required transportation and daily subsistence costs; e) to provide written detailed wage statements of their worker's total earnings, start time and stop time, nature of work each day, hourly rate and/or piece rate of pay, the hours of employment which had been offered to their worker, the hours actually worked by their worker, and itemization of all deductions made from their worker's wages and, if piece rates are used, the units produced daily, the AGER's name, address and Federal Tax Identification or Social Security Number; f) to terminate their worker only for lawful job related reasons; g) to secure and maintain workers' compensation coverage for each worker for the entire period of employment, with no lapses in coverage; h) to employ any qualified US worker(s), or to interview and hire any qualified US worker(s) who applies directly to the AGER in accordance with the applicable regulations at 20 CFR 655; i) that the Consultant and the AGER are not and shall not be joint employers with respect to any of the AGER's employees. The Agent/Consultant does not exercise any control over any of the AGER's employees and does hold any indicia of employment with respect to the AGER's employees. The AGER is the sole and exclusive employer.

(4) The AGER agrees to pay timely any judgment or penalty entered against the AGER and arising out of the AGER's violation of its obligations under applicable law or regulation, and to indemnify and hold harmless the Agent/Consultant and any of its other AGER Clients for such judgments or penalties and any attorneys' fees and costs incurred by the Agent/Consultant or other AGER Clients in defending against such alleged violation. The AGER acknowledges that the laws and regulations governing the employment of domestic agricultural workers and H-2A workers are subject to disputed and differing legal interpretations in various jurisdictions. Therefore, the AGER agrees that in matters in which a claim is made or litigation is instituted against the Agent/Consultant, the Agent/Consultant may exercise its discretion a) to settle such matters on behalf of the Agent/Consultant and the AGER on terms it deems appropriate; b) to litigate such matters; and c) to determine whether such settlements, judgments, penalties, costs and attorneys fees will be borne by the AGER out of whose alleged action or inaction the claim was based or, what amount, if any, will be borne by the Agent/Consultant and/or shared among its other AGER Clients. The terms of this Paragraph B.(4) survive any future separation from AGER and the Agent/Consultant by the AGER and the term of this Agreement.

(5) The AGER agrees to pay the Agent/Consultant any assessment levied by the Agent/Consultant as the AGER's share of legal and any other expense or liability incurred by the Agent/Consultant in defending, prosecuting or settling any dispute relating to an application for H-2A certification, claim, litigation, or administrative complaint or appeal, whether or not arising out of claims against the AGER or arising out of the fault of the AGER, in accordance with a formula approved by the Agent/Consultant. The terms of this paragraph B.(5) survive any future separation from AGER and the Consultant by the AGER and the term of this Agreement.

Consultant

By: [signature]
National Agricultural Consultants LLC

[signature]
AGRICULTURAL EMPLOYER'S SIGNATURE

RUSSELL J. MARINO JR 12/22-14
Please PRINT NAME CLEARLY on this line. DATE

Joint Exhibit 5
H-2A and domestic workers employed by Sun Valley during 2015

	Last Name	First Name
1	Aguilar Caldera	Eliseo
2	Aguilar Marques	Irineo
3	Aguilar Soto	Trinidad
4	Aponte Rodriguez	Daniel
5	Aponte Rodriguez	Johnny
6	Arias	Baltazar
7	Arias	Ricardo
8	Arias Maya	German
9	Arroyo Alonso	Nicolas
10	Asencion Flores	Eusebio
11	Baltazar	Cheguez J
12	Blanco Aguilar	Oscar J
13	Carrera Cortez	Martin
14	Carrera Hernandez	Camilo
15	Castaneda	David
16	Cervantes Aguilar	Griseldo
17	Cervantes Cumplido	Rafael
18	Cervantes Ramirez	Carlos
19	Chargoy Escudero	Pedro
20	Cinta Tegoma	Hugo L
21	Cruz	Delmar
22	Cruz Lopez	Javier
23	Cruz Perez	Antonio
24	Cruz Reyes	Carlos
25	Cruz Reyes	Jose D
26	Cuellar Romero	Gustavo
27	Cumplido Aguilar	Juan M
28	De La Cruz Martinez	Eduardo
29	De La Cruz Morales	Rogelio
30	Del Angel Salas	Geovani de Jesus
31	Dominguez Cruz	Humberto
32	Elizondo Soto	Miguel A
33	Escovar	Jorge
34	Flores Flores	David
35	Flores Montero	Gilberto
36	Franco Varga	Oscar R
37	Galindo Cervantes	Honorato

38	Galindo Cervantes	Juan E
39	Galindo Reyes	Alfredo
40	Garcia Cardos	Erick G
41	Garcia Cervantes	Norberto
42	Garcia Delgado	Manuel
43	Garcia Dominguez	Hector M
44	Garcia Olarte	Demetrio
45	Garcia Ramirez	Omar
46	Garcia Raya	Jorge L
47	Godinez Barcenas	Adan
48	Gomes	Francisco J
49	Gomez Lopez	Fernando
50	Gonzalez Jaimes	Amadeo
51	Gonzalez Jaimes	Gaspar
52	Grijalva Ramos	Celso
53	Guillen Segovia	Armando
54	Hernandez	Fabian
55	Hernandez	Francisco
56	Hernandez	Roberto
57	Hernandez Hernandez	Felix Arturo
58	Hernandez Perez	Herlindo
59	Hernandez Perez	Jeronimo
60	Hernandez Perez	Rufino
61	Hernandez Sanchez	Ines
62	Hernandez Zavala	Luis A
63	Hurtado Olvera	Martin
64	Ibanez	Francisco A
65	Islas Larraga	Jose D
66	Jacobo Ramirez	Jose M
67	Jimenez	Raul
68	Jimenez Osornio	Jose Erick
69	Juarez Hernandez	Javier
70	Justiniano Soto	Carlos R
71	Lara Amador	Reymundo
72	Lara Amador	Vicente
73	Leon Hernandez	Ruben
74	Lopez	Ranulfo
75	Lopez Carrera	Modesto E
76	Lopez Carrera	Yreneo C
77	Lopez Cruz	Ricardo
78	Lopez Cruz	Victor
79	Lopez Lopez	Conrado
80	Lopez Lopez	Domingo
81	Lopez Mendez	Jose
82	Lugo Morales	Gabriel

83	Luna Gonzalez	Luis A
84	Magallanes Hernandez	Carlos
85	Maldonado Maldonado	Marco G
86	Marquez Perez	Gustavo
87	Martinez Antonio	Valentin
88	Martinez Areliano	Efrain
89	Martinez Arellano	Cesar
90	Martinez Cervantes	Manuel
91	Martinez Paulino	Jose
92	Mendez Hernandez	Cristian
93	Mendoza Soto	Esteban
94	Morales Acosta	Dario
95	Ortega Vargas	Marcelo
96	Perez	Ramiro
97	Perez	Tomas
98	Perez Lopez	Domingo
99	Perez Vasquez	Conrado
100	Pinon	Jose L
101	Pinon Rangel	Francisco J
102	Pinon Roque	Omar
103	Ramirez	Lorenzo Domingo
104	Ramirez	Matias
105	Ramirez Chavez	Juan
106	Raya	Jose
107	Raya Garcia	Adan
108	Raya Tapia	Rodrigo
109	Reyes	Delfino Antonio
110	Reynoso	Adonias O
111	Reynoso Rodriguez	Elias
112	Reynoso Rodriguez	Jose L
113	Rios Bautista	Mateo
114	Rodriguez Jaimes	Armando
115	Rodriguez Velasquez	Jeines
116	Rodriguez Velasquez	Salvador
117	Romero Arrendondo	Alejandro
118	Rosales Lopez	Lucio
119	Sanchez Dolores	Venustiano
120	Sanchez Villasenor	Alejandro
121	Sanchez Villasenor	Saul
122	Santi Lopez	Carmelino
123	Santiago Mendoza	Isau
124	Santis Morales	Francisco
125	Santiz Perez	Rogelio
126	Santos Urquiza	Juan
127	Santoyo Castro	Ricardo

128	Silva	Alfredo L
129	Silva Llaguno	Andres
130	Silva Llaguno	Carlos
131	Silva Lopez	Jose L
132	Sonalo Guerrero	Tomas
133	Soto Gurrola	J Santos
134	Tapia Barbosa	Armando
135	Vallejo Rojas	Nocolas
136	Vargas	Diego
137	Vargas	Juan
138	Vargas Vargas	Octavio
139	Vargas Venegas	Alvaro
140	Vazquez Desion	Adrian
141	Velasquez	Esdras
142	Velasquez	Leny
143	Villasenor	Frediberto
144	Villasenor Vargas	Jose M
145	Zavala Almanza	Pedro
146	Zavala Jaimes	Humberto
147	Zeveleta Hernandez	Marcos

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1	empnameidx	empid	First Name	Middle	Last Name	phone	Address	City	State	Zip	H2A Flag	Last Day Worked	Home Crew	homecrewna				Hire Date
2	374	1006	Baltazar		Arias	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Arias, Baltazar	1006	2/4/2015 0:00
3	343	2000	Agustin		Hernandez		P.O. Box 283	Mullica Hill	NJ	08062	N	9/29/2015 0:00	Augustin	Field		Hernandez, Agustin	2000	2/10/2015 0:00
4	344	2001	Alfredo	L	Silva		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Silva, Alfredo L	2001	2/10/2015 0:00
5	346	2002	Frediberto		Villasenor		713 Tomlin Station Road	Mullica Hill	NJ	08062	N	9/22/2015 0:00	Augustin	Field		Villasenor, Frediberto	2002	2/10/2015 0:00
6	347	2003	Ricardo		Arias		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Arias, Ricardo	2003	2/10/2015 0:00
7	349	2004	Francisco	A	Ibanez		713 Tomlin Station Road	Mullica Hill	NJ	08062	N	9/29/2015 0:00	Augustin	Field		Ibanez, Francisco A	2004	2/23/2015 0:00
8	351	2005	Jose Erick		Jimenez Osornio		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Jimenez Osornio, Jose Erick	2005	2/10/2015 0:00
9	353	2006	Omar		Pinon Roque		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Pinon Roque, Omar	2006	2/10/2015 0:00
10	354	2007	Adan		Raya Garcia		1321 Route 45	Swedesboro	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Raya Garcia, Adan	2007	2/16/2015 0:00
11	355	2008	Octavio		Vargas Vargas		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Vargas Vargas, Octavio	2008	2/10/2015 0:00
12	357	2009	Felix Arturo		Hernandez Hernandez		1321 Route 45	Swedesboro	NJ	08085	N	7/12/2015 0:00	Augustin	Field		Hernandez Hernandez, Felix Arturo	2009	2/10/2015 0:00
13	358	2010	Carlos		Silva Llaguno		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Silva Llaguno, Carlos	2010	2/10/2015 0:00
14	359	2011	Andres		Silva Llaguno		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Silva Llaguno, Andres	2011	2/10/2015 0:00
15	361	2012	Miguel		Pinon		1321 Route 45	Swedesboro	NJ	08085	N	3/17/2015 0:00	Augustin	Field		Pinon, Miguel	2012	2/10/2015 0:00
16	364	2013	Fabian		Hernandez		1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Hernandez, Fabian	2013	2/23/2015 0:00
17	375	2014	Martin		Carrera Cortez	(0)	713 Tomlin Station Road	Mullica Hill	NJ	08062	N	9/29/2015 0:00	Augustin	Field		Carrera Cortez, Martin	2014	3/11/2015 0:00
18	377	2015	Jose	L	Pinon	(0)	P.O. Box 124	Rosenhayn	NJ	08352	N	8/22/2015 0:00	Augustin	Field		Pinon, Jose L	2015	3/17/2015 0:00
19	385	2016	Valentin		Martinez Antonio	(0)	1321 Route 45	Swedesboro	NJ	08062	N	9/29/2015 0:00	Augustin	Field		Martinez Antonio, Valentin	2016	3/30/2015 0:00
20	391	2017	David		Castaneda	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Castaneda, David	2017	4/14/2015 0:00
21	392	2018	Leny		Velasquez	(0)	1321 Route 45	Swedesboto	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Velasquez, Leny	2018	4/14/2015 0:00
22	394	2019	Reymundo		Lara Amador	(0)	1321 Route 45	Swedesboto	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Lara Amador, Reymundo	2019	4/14/2015 0:00
23	395	2021	Carmelino		Santi Lopez	(0)	P.O. Box 1791	Indiantown	FL	34956	N	9/29/2015 0:00	Augustin	Field		Santi Lopez, Carmelino	2021	4/14/2015 0:00
24	398	2022	Francisco		Hernandez	(0)	P.O. Box 1791	Indiantown	FL	34956	N	9/29/2015 0:00	Augustin	Field		Hernandez, Francisco	2022	4/14/2015 0:00
25	435	2024	Carlos		Cruz Reyes	(0)	Rural	Veracruz	VE	91709	Y	8/4/2015 0:00	H2A	H2A		Cruz Reyes, Carlos	2024	4/15/2015 0:00
26	436	2025	Yreneo	C	Lopez Carrera	(0)	C Morelos 30 Santa Cruz Xitla Rural	Oaxaca	OA	70823	Y	9/29/2015 0:00	H2A	H2A		Lopez Carrera, Yreneo C	2025	4/15/2015 0:00
27	437	2026	Saul		Sanchez Villasenor	(0)	Ocampo Rural	Michoacan	MC	59660	Y	9/29/2015 0:00	H2A	H2A		Sanchez Villasenor, Saul	2026	4/15/2015 0:00
28	438	2027	Ruben		Leon Hernandez	(0)	Ocampo C Morellos 30	Michoacan	MC	59660	Y	9/29/2015 0:00	H2A	H2A		Leon Hernandez, Ruben	2027	4/15/2015 0:00
29	439	2028	Modesto	E	Lopez Carrera	(0)	Santa Cruz Xitia	Oaxaca	OA	70823	Y	9/29/2015 0:00	H2A	H2A		Lopez Carrera, Modesto E	2028	4/15/2015 0:00
30	452	2029	Amadeo		Gonzalez Jaimes	(0)	Rural Rural	Edom	ED	99999	Y	9/29/2015 0:00	H2A	H2A		Gonzalez Jaimes, Amadeo	2029	4/15/2015 0:00
31	440	2030	Mateo		Rios Bautista	(0)	Xochicoatlan	Hidalgo	HG	42083	Y	8/4/2015 0:00	H2A	H2A		Rios Bautista, Mateo	2030	4/15/2015 0:00
32	442	2031	German		Arias Maya	(0)	Rural	Hidalgo	HG	42083	Y	9/29/2015 0:00	H2A	H2A		Arias Maya, German	2031	4/15/2015 0:00
33	402	2032	Geovani de Jesus		Del Angel Salas	(0)	Rural Rural	Veracruz	VE	91709	Y	8/4/2015 0:00	H2A	H2A		Del Angel Salas, Geovani de Jesus	2032	4/15/2015 0:00
34	443	2033	Francisco	J	Pinon Rangel	(0)	Ocampo	Michoacan	MC	59660	Y	8/4/2015 0:00	H2A	H2A		Pinon Rangel, Francisco J	2033	4/15/2015 0:00
35	444	2034	Cesar		Martinez Arellano	(0)	Rural	Edom	ED	99999	Y	9/29/2015 0:00	H2A	H2A		Martinez Arellano, Cesar	2034	4/15/2015 0:00
36	447	2035	Celso		Grijalva Ramos	(0)	Rural Rual	Veracruz	VE	91709	Y	5/6/2015 0:00	H2A	H2A		Grijalva Ramos, Celso	2035	4/15/2015 0:00
37	450	2036	Alejandro		Sanchez Villasenor	(0)	Ocampo	Michoacan	MC	59660	Y	9/29/2015 0:00	H2A	H2A		Sanchez Villasenor, Alejandro	2036	4/15/2015 0:00
38	453	2037	Eduardo		De La Cruz Martinez	(0)	Rural Rural	Veracruz	VE	91709	Y	8/4/2015 0:00	H2A	H2A		De La Cruz Martinez, Eduardo	2037	4/15/2015 0:00
39	454	2038	Armando		Rodriguez Jaimes	(0)	Ocampo	Michoacan	MC	59660	Y	9/29/2015 0:00	H2A	H2A		Rodriguez Jaimes, Armando	2038	4/15/2015 0:00
40	421	2053	Jose	L	Reynoso Rodriguez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Reynoso Rodriguez, Jose L	2053	4/20/2015 0:00
41	422	2054	Ranulfo		Lopez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Lopez, Ranulfo	2054	4/20/2015 0:00
42	423	2055	Efrain		Martinez Areliano	(0)	Rural Rural	Edom	ED	99999	Y	9/29/2015 0:00	H2A	H2A		Martinez Areliano, Efrain	2055	4/20/2015 0:00
43	424	2056	Humberto		Zavala Jaimes	(0)	Ocampo	Michoacan	MC	59660	Y	9/29/2015 0:00	H2A	H2A		Zavala Jaimes, Humberto	2056	4/20/2015 0:00
44	426	2057	Conrrado		Perez Vasquez	(0)	P.O. BOX 359	Hastings	FL	32145	N	9/22/2015 0:00	Augustin	Field		Perez Vasquez, Conrrado	2057	4/20/2015 0:00
45	456	2063	Jorge		Escovar	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Escovar, Jorge	2063	4/23/2015 0:00
46	458	2064	Roberto		Hernandez	(0)	345 N 8th Street	Reading	PA	19604	N	6/26/2015 0:00	Augustin	Field		Hernandez, Roberto	2064	4/23/2015 0:00
47	475	2065	Venustiano		Sanchez Dolores	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Sanchez Dolores, Venustiano	2065	4/23/2015 0:00
48	476	2066	Tomas		Solano Guerrero	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Solano Guerrero, Tomas	2066	4/24/2015 0:00
49	477	2067	Marcos		Zaveleta Hernandez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Zaveleta Hernandez, Marcos	2067	4/24/2015 0:00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
50	478	2068	Marco	G	Maldonado Maldonado	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Maldonado Maldonado, Marco G	2068	4/24/2015 0:00
51	480	2069	Marcelo		Ortega Vargas	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Ortega Vargas, Marcelo	2069	4/24/2015 0:00
52	481	2070	Cheguez	J	Baltazar	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Baltazar, Cheguez J	2070	4/24/2015 0:00
53	482	2071	Jose	D	Islas Larraga	(0)	Rural	Veracruz	VE	91709	Y	6/15/2015 0:00	H2A	H2A		Islas Larraga, Jose D	2071	4/24/2015 0:00
54	483	2072	Lucio		Rosales Lopez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Rosales Lopez, Lucio	2072	4/24/2015 0:00
55	485	2073	Jose		Martinez Paulino	(0)	Rural	Veracruz	VE	91709	Y	8/4/2015 0:00	H2A	H2A		Martinez Paulino, Jose	2073	4/24/2015 0:00
56	486	2074	Javier		Juarez Hernandez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Juarez Hernandez, Javier	2074	4/24/2015 0:00
57	487	2075	Isau		Santiago Mendoza	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Santiago Mendoza, Isau	2075	4/24/2015 0:00
58	488	2076	Ines		Hernandez Sanchez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Hernandez Sanchez, Ines	2076	4/24/2015 0:00
59	489	2077	Humberto		Dominguez Cruz	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Dominguez Cruz, Humberto	2077	4/24/2015 0:00
60	490	2078	Hugo	L	Cinta Tegoma	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Cinta Tegoma, Hugo L	2078	4/24/2015 0:00
61	491	2079	Hector	M	Garcia Dominguez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Garcia Dominguez, Hector M	2079	4/24/2015 0:00
62	493	2080	Gustavo		Marquez Perez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Marquez Perez, Gustavo	2080	4/24/2015 0:00
63	494	2081	Demetrio		Garcia Olarte	(0)	Rural	Veracruz	VE	91709	Y	8/4/2015 0:00	H2A	H2A		Garcia Olarte, Demetrio	2081	4/24/2015 0:00
64	495	2082	Delfino		Antonio Reyes	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Antonio Reyes, Delfino	2082	4/24/2015 0:00
65	496	2083	Cristian		Mendez Hernandez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Mendez Hernandez, Cristian	2083	4/24/2015 0:00
66	497	2084	Carlos		Cervantes Ramirez	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Cervantes Ramirez, Carlos	2084	4/24/2015 0:00
67	499	2085	Adrian		Vazquez Desion	(0)	Rural	Veracruz	VE	91709	Y	5/7/2015 0:00	H2A	H2A		Vazquez Desion, Adrian	2085	4/24/2015 0:00
68	512	2097	Tomas		Perez	(0)	45 Irving Ave	Bridgeton	NJ	08302	N	5/12/2015 0:00	Augustin	Field		Perez, Tomas	2097	5/12/2015 0:00
69	513	2098	Brian	H	Hernandez	(0)	744 Tomlin Station Road	Mullica Hill	NJ	08067	N	9/13/2015 0:00	Augustin	Field		Hernandez, Brian H	2098	5/12/2015 0:00
70	527	2102	Domingo		Perez Lopez	(0)	P O BOX 132 Route 45	Swedesboro	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Perez Lopez, Domingo	2102	5/18/2015 0:00
71	528	2103	Jose	D	Cruz	(0)	P O Box 1278	Indiantown	FL	34956	N	9/29/2015 0:00	Augustin	Field		Cruz, Jose D	2103	5/18/2015 0:00
72	530	2104	Javier		Cruz Lopez	(0)	P O Box 1278	Indiantown	FL	34956	N	9/29/2015 0:00	Augustin	Field		Cruz Lopez, Javier	2104	5/18/2015 0:00
73	567	2105	Rufino		Hernandez Perez	(0)	P O Box 1278	Indiantown	FL	34956	N	9/22/2015 0:00	Augustin	Field		Hernandez Perez, Rufino	2105	5/18/2015 0:00
74	531	2106	Ricardo		Lopez Cruz	(0)	P O Box 1278	Indiantown	NJ	34956	N	9/29/2015 0:00	Augustin	Field		Lopez Cruz, Ricardo	2106	5/18/2015 0:00
75	533	2107	Victor		Lopez Cruz	(0)	P O Box 1278	Indiantown	FL	34956	N	9/29/2015 0:00	Augustin	Field		Lopez Cruz, Victor	2107	5/18/2015 0:00
76	535	2110	Salvador	B	Rodriguez Velasquez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Rodriguez Velasquez, Salvador B	2110	5/26/2015 0:00
77	537	2111	Jeiner	A	Rodriguez Velasquez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Rodriguez Velasquez, Jeiner A	2111	5/26/2015 0:00
78	539	2112	Jose		Raya	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/1/2015 0:00	Augustin	Field		Raya, Jose	2112	5/26/2015 0:00
79	540	2113	Elias		Reynoso Rodriguez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Reynoso Rodriguez, Elias	2113	5/26/2015 0:00
80	541	2114	Adonias	O	Reynoso	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Reynoso, Adonias O	2114	5/26/2015 0:00
81	542	2115	Alfredo		Galindo Reyes	(0)	C Sin Nombre S/N Loc	Mezquital	DG	34971	Y	8/4/2015 0:00	H2A	H2A		Galindo Reyes, Alfredo	2115	5/26/2015 0:00
82	543	2116	Carlos	E	Magallanes Hernandez	(0)	Loc Los Charcos	Mezquital	DG	34980	Y	8/4/2015 0:00	H2A	H2A		Magallanes Hernandez, Carlos E	2116	5/26/2015 0:00
83	546	2117	David		Flores Flores	(0)	C Sin Nombre sn Loc Los	Mezquital	DG	34986	Y	8/4/2015 0:00	H2A	H2A		Flores Flores, David	2117	5/26/2015 0:00
84	547	2118	Eliseo		Aguilar Caldera	(0)	C sin nombre sn Loc Las	Mezquital	DG	34976	Y	8/4/2015 0:00	H2A	H2A		Aguilar Caldera, Eliseo	2118	5/26/2015 0:00
85	549	2119	Esteban		Mendoza Soto	(0)	C sin nombre sn Loc Calle sin nombre Sanata	Mezquital	DG	34971	Y	8/4/2015 0:00	H2A	H2A		Mendoza Soto, Esteban	2119	5/26/2015 0:00
86	550	2120	Gabriel		Lugo Morales	(0)	Maria Ocotan	Mezquital	DG	34973	Y	8/4/2015 0:00	H2A	H2A		Lugo Morales, Gabriel	2120	5/26/2015 0:00
87	551	2121	Griseldo		Cervantes Aguilar	(0)	C sin nombre sn Loc Los C sin nombre S/N Loc	Mezquital	DG	34989	Y	8/4/2015 0:00	H2A	H2A		Cervantes Aguilar, Griseldo	2121	5/26/2015 0:00
88	553	2122	Honorato		Galindo Cervantes	(0)	Mesa de San Buena	Mezquital	DG	34973	Y	8/4/2015 0:00	H2A	H2A		Galindo Cervantes, Honorato	2122	5/26/2015 0:00
89	554	2123	Irineo		Aguilar Marques	(0)	C sin nombre sn Loc San	Mezquital	DG	34989	Y	8/4/2015 0:00	H2A	H2A		Aguilar Marques, Irineo	2123	5/26/2015 0:00
90	555	2124	J Santos		Soto Gurrola	(0)	C sin nombre sn Loc C Sin Nombre S?N Loc	Mezquital	DG	34970	Y	8/4/2015 0:00	H2A	H2A		Soto Gurrola, J Santos	2124	5/26/2015 0:00
91	556	2125	Juan	E	Galindo Cervantes	(0)	Los Gavilanes	Mezquital	DG	34970	Y	8/4/2015 0:00	H2A	H2A		Galindo Cervantes, Juan E	2125	5/26/2015 0:00
92	557	2126	Juan	M	Cumplido Aguilar	(0)	Loc Los Alisos	Mezquital	NJ	34970	Y	8/4/2015 0:00	H2A	H2A		Cumplido Aguilar, Juan M	2126	5/26/2015 0:00
93	559	2127	Manuel		Martinez Cervantes	(0)	Loc Agua Prieta C Sin Nombre S/N Loc	Mezquital	DG	34987	Y	8/4/2015 0:00	H2A	H2A		Martinez Cervantes, Manuel	2127	5/26/2015 0:00
94	560	2128	Norberto		Garcia Cervantes	(0)	Loa Gavilanes	Mezquital	DG	34989	Y	8/4/2015 0:00	H2A	H2A		Garcia Cervantes, Norberto	2128	5/26/2015 0:00
95	561	2129	Oscar	J	Blanco Aguilar	(0)	Loc Hoyas del Agostadero	Mezquital	DG	34974	Y	8/4/2015 0:00	H2A	H2A		Blanco Aguilar, Oscar J	2129	5/26/2015 0:00
96	563	2130	Rafael		Cervantes Cumplido	(0)	Calle sin nombre Loc Los Calle Sin Nombre Loc La	Mezquital	DG	349989	Y	8/4/2015 0:00	H2A	H2A		Cervantes Cumplido, Rafael	2130	5/26/2015 0:00
97	565	2131	Rogelio		De La Cruz Morales	(0)	Joya de Toyana	Mezquital	DG	34990	Y	8/4/2015 0:00	H2A	H2A		De La Cruz Morales, Rogelio	2131	5/26/2015 0:00
98	566	2132	Trinidad		Aguilar Soto	(0)	Calle Sin Nombre Loc Los	Mezquital	DG	34972	Y	8/4/2015 0:00	H2A	H2A		Aguilar Soto, Trinidad	2132	5/26/2015 0:00
99	572	2134	Esdras		Velasquez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	7/8/2015 0:00	Augustin	Field		Velasquez, Esdras	2134	6/1/2015 0:00
100	576	2135	Eusebio		Asencion Flores	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Asencion Flores, Eusebio	2135	6/1/2015 0:00
101	575	2136	Roberto		Ruiz	(0)	1321 Route 45	Swedesboro	NJ	08085	N		Augustin	Field		Ruiz, Roberto	2136	6/1/2015 0:00

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
102	573	2137	Ramiro		Perez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	8/8/2015 0:00	Augustin	Field		Perez, Ramiro	2137	6/2/2015 0:00
103	579	2139	Matias		Ramirez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Ramirez, Matias	2139	6/7/2015 0:00
104	580	2140	Pedro		Chargoy Escudero	(0)	Rural	Hildalgo	HG	420836	Y	8/4/2015 0:00	H2A	H2A		Chargoy Escudero, Pedro	2140	6/8/2015 0:00
105	581	2141	Alvaro		Vargas Venegas	(0)	Rural	Michoacan	MC	59660	Y	8/4/2015 0:00	H2A	H2A		Vargas Venegas, Alvaro	2141	6/8/2015 0:00
106	582	2142	Aramndo		Tapia Barbosa	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Tapia Barbosa, Aramndo	2142	6/8/2015 0:00
107	583	2143	Alejandro		Romero Arrendondo	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Romero Arrendondo, Alejandro	2143	6/8/2015 0:00
108	584	2144	Jose	L	Silva Lopez	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Silva Lopez, Jose L	2144	6/8/2015 0:00
109	586	2145	Tomas	A	Gutierrez Cisneros	(0)	Rural	Guanajuato	GU	36044	Y	6/9/2015 0:00	H2A	H2A		Gutierrez Cisneros, Tomas A	2145	6/8/2015 0:00
110	590	2146	Gustavo		Cuellar Romero	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Cuellar Romero, Gustavo	2146	6/8/2015 0:00
111	591	2147	Oscar	R	Franco Varga	(0)	Rural	Guanajuato	GU	36044	Y	6/24/2015 0:00	H2A	H2A		Franco Varga, Oscar R	2147	6/8/2015 0:00
112	592	2148	Jorge	L	Garcia Raya	(0)	Rural	Guanajuato	GU	36044	Y	6/26/2015 0:00	H2A	H2A		Garcia Raya, Jorge L	2148	6/8/2015 0:00
113	593	2149	Martin		Hurtado Olvera	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Hurtado Olvera, Martin	2149	6/8/2015 0:00
114	594	2150	Manuel		Garcia Delgado	(0)	Rural	Guanajuato	GU	36044	Y	6/9/2015 0:00	H2A	H2A		Garcia Delgado, Manuel	2150	6/8/2015 0:00
115	595	2151	Jesus	A	Rojas Contrerasaa	(0)	Rural	Guanajuato	GU	36044	Y	6/9/2015 0:00	H2A	H2A		Rojas Contrerasaa, Jesus A	2151	6/8/2015 0:00
116	596	2152	Luis	A	Hernandez Zavala	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Hernandez Zavala, Luis A	2152	6/8/2015 0:00
117	597	2153	Luis	A	Luna Gonzalez	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Luna Gonzalez, Luis A	2153	6/8/2015 0:00
118	598	2154	Adan		Godinez Barcenas	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Godinez Barcenas, Adan	2154	6/8/2015 0:00
119	599	2155	Nicolas		Arroyo Alonso	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Arroyo Alonso, Nicolas	2155	6/8/2015 0:00
120	600	2156	Jose	M	Jacobo Ramirez	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Jacobo Ramirez, Jose M	2156	6/8/2015 0:00
121	617	2157	Erick	G	Garcia Cardoso	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Garcia Cardoso, Erick G	2157	6/8/2015 0:00
122	601	2158	Joel		Rios Gomez	(0)	Rural	Guanajuato	GU	36044	Y	6/9/2015 0:00	H2A	H2A		Rios Gomez, Joel	2158	6/8/2015 0:00
123	602	2159	Juan		Ramirez Chavez	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Ramirez Chavez, Juan	2159	6/8/2015 0:00
124	603	2160	Miguel	A	Elizondo Soto	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Elizondo Soto, Miguel A	2160	6/8/2015 0:00
125	604	2161	Pedro		Zavalz Almanza	(0)	Rual	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Zavalz Almanza, Pedro	2161	6/8/2015 0:00
126	605	2162	Nocolas		Vallejo Rojas	(0)	Rural	Guanajuato	GU	36044	Y	6/25/2015 0:00	H2A	H2A		Vallejo Rojas, Nocolas	2162	6/8/2015 0:00
127	606	2163	Oscar		Martinez Vazquez	(0)	Rural	Guanajuato	GU	36044	Y	6/9/2015 0:00	H2A	H2A		Martinez Vazquez, Oscar	2163	6/8/2015 0:00
128	607	2164	Rodrigo		Raya Tapia	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Raya Tapia, Rodrigo	2164	6/8/2015 0:00
129	609	2165	Vicente		Lara Amador	(0)	Rural	Hidalgo	HG	36044	Y	9/29/2015 0:00	H2A	H2A		Lara Amador, Vicente	2165	6/8/2015 0:00
130	611	2166	Omar		Garcia Ramiez	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Garcia Ramiez, Omar	2166	6/8/2015 0:00
131	612	2167	Dario		Morales Acosta	(0)	Rural	Guanajuato	GU	36044	Y	8/4/2015 0:00	H2A	H2A		Morales Acosta, Dario	2167	6/8/2015 0:00
132	613	2168	Armando		Guillen Segovia	(0)	Rural	Michoacan	MC	36044	Y	9/29/2015 0:00	H2A	H2A		Guillen Segovia, Armando	2168	6/8/2015 0:00
133	615	2169	Jose	M	Villasenor Vargas	(0)	Rrual	Michoacan	MC	36044	Y	9/29/2015 0:00	H2A	H2A		Villasenor Vargas, Jose M	2169	6/8/2015 0:00
134	616	2170	Ricardo		Santoyo Castro	(0)	Rural	Michoacan	MC	36044	Y	9/29/2015 0:00	H2A	H2A		Santoyo Castro, Ricardo	2170	6/8/2015 0:00
135	636	2176	Delmar		Cruz	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/15/2015 0:00	Augustin	Field		Cruz, Delmar	2176	6/15/2015 0:00
136	638	2177	Antonio		Cruz Perez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/29/2015 0:00	Augustin	Field		Cruz Perez, Antonio	2177	6/15/2015 0:00
137	627	2183	Camilo		Carrera Hernandez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Carrera Hernandez, Camilo	2183	6/22/2015 0:00
138	658	2185	Daniel		Aponte Rodriguez	(0)	RR 11 Box 5829 Suite 39	Bayamon	PR	00956	Y	7/8/2015 0:00	H2A	H2A		Aponte Rodriguez, Daniel	2185	7/1/2015 0:00
139	656	2186	Carlos	R	Justiniano Soto	(0)	Ave Arterial Hostos Cnd Parg Centro Apt M10	San Juan	PR	00918	Y	8/4/2015 0:00	H2A	H2A		Justiniano Soto, Carlos R	2186	7/1/2015 0:00
140	659	2187	Johnny		Aponte Rodriguez	(0)	RR 11 Box 5829	Bayamon	PR	00956	Y	7/9/2015 0:00	H2A	H2A		Aponte Rodriguez, Johnny	2187	7/1/2015 0:00
141	660	2188	Gaspar		Gonzalez Jaimes	(0)	Rural	Estado de	ED		Y	9/29/2015 0:00	H2A	H2A		Gonzalez Jaimes, Gaspar	2188	7/3/2015 0:00
142	662	2189	Juan		Santos Urquiza	(0)	rural	Estado De	ED		Y	9/29/2015 0:00	H2A	H2A		Santos Urquiza, Juan	2189	7/3/2015 0:00
143	647	2194	Francisco	J	Gomez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Gomez, Francisco J	2194	7/7/2015 0:00
144	648	2195	Juan		Vargas	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Vargas, Juan	2195	7/7/2015 0:00
145	650	2196	Lorenzo	Doming o	Ramirez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Ramirez, Lorenzo Domingo	2196	7/7/2015 0:00
146	651	2197	Diego		Vargas	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Vargas, Diego	2197	7/7/2015 0:00
147	684	2204	Jeronimo		Hernandez Perez	(0)	1321 Route 45	Swedesboro	NJ	08085	N	9/22/2015 0:00	Augustin	Field		Hernandez Perez, Jeronimo	2204	7/14/2015 0:00
148	685	2209	Rogelio		Santiz Perez	(0)	Sin Nombre sn	Las Margaritas	CH	30187	Y	9/29/2015 0:00	H2A	H2A		Santiz Perez, Rogelio	2209	7/20/2015 0:00
149	686	2210	Jose	R	Lopez Mendez	(0)	la pledad sn, Piedad	Chiapas	CH	30187	Y	9/18/2015 0:00	H2A	H2A		Lopez Mendez, Jose R	2210	7/19/2015 0:00
150	687	2211	Herlindo		Hernandez Perez	(0)	Sin Nombre sn	Las Margaritas	CH	30187	Y	9/18/2015 0:00	H2A	H2A		Hernandez Perez, Herlindo	2211	7/19/2015 0:00
151	688	2212	Gilberto		Flores Montero	(0)	Rural	Michoacan	MC	59660	Y	9/29/2015 0:00	H2A	H2A		Flores Montero, Gilberto	2212	7/19/2015 0:00
152	689	2213	Francisco		Santis Morales	(0)	Sin Nombre sn	Las Margaritas	CH	30187	Y	9/29/2015 0:00	H2A	H2A		Santis Morales, Francisco	2213	7/19/2015 0:00
153	690	2214	Fernando		Gomez Lopez	(0)	Sin Nombre sn	Las Margaritas	CH	30187	Y	9/29/2015 0:00	H2A	H2A		Gomez Lopez, Fernando	2214	7/19/2015 0:00
154	691	2215	Domingo		Lopez Lopez	(0)	Sin nombre sn, San	Las Margaritas	CH	30187	Y	9/29/2015 0:00	H2A	H2A		Lopez Lopez, Domingo	2215	7/19/2015 0:00
155	692	2216	Conrado		Lopez Lopez	(0)	Sin Nombre sn	Las Margaritas	CH	30187	Y	9/29/2015 0:00	H2A	H2A		Lopez Lopez, Conrado	2216	7/19/2015 0:00
156	698	2217	Raul		Jimenz	(0)	1321 Route 45	Swedesboro	NJ	08085	N	8/16/2015 0:00	Augustin	Field		Jimenz, Raul	2217	7/19/2015 0:00

Joint Exhibit 7
H-2A employees whose work with Sun Valley ended by May 7. 2015

	Name
1	Jose Manuel Baltazar Cheguez
2	Carlos Cervantes Ramirez
3	Hugo Leonel Cinta Tegoma
4	Humberto Dominguez
5	Hector M. Garcia Dominguez
6	Celso Grijalva Ramos
7	Ines Hernandez Sanchez
8	Javier Juarez Hernandez
9	Marco G. Maldonado
10	Gustavo Marquez Perez
11	Cristian Mendez Hernandez
12	Marcelo Ortega Vargas
13	Delfino Antonio Reyes
14	Lucio Rosales Lopez
15	Venustiano Sanchez Dolores
16	Isau Santiago Mendoza
17	Tomas Sonalo Guerrero
18	Adrian Vazquez Desion
19	Marcos Zaveleta

My name is GRISALVA RAMOS, CELSO. I do hereby resign my job with SLC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: CELSO GRISALVA RAMOS

Signature: _____ Date: 5/6/15

Print name of witness: TESS MARINO TX

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is OJEDA VARGAS, MARCELO. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Marcelo Ojeda Vargas

Signature: Marcelo Ojeda Vargas Date: 5/6-15

Print name of witness: _____

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is MALDONADO MALDONADO, MARCO GIOVANY. I do hereby resign my job with

SNO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

X I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Marco Giovanni Maldonado Maldonado

Signature: Marco Giovanni Maldonado Maldonado Date: 5/6-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is BALTAZAR, CHEVEZ, JOSE MANUEL. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

X I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Jose Manuel Baltazar Chevez

Signature: _____ Date: 5/6/15

Print name of witness: R. Sy IRVING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified

****

My name is Dominguez Cruz, Humberto. I do hereby resign my job with

SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

✓ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Humberto Dominguez Cruz

Signature: [signature] Date: 5/6-15

Print name of witness: Russ Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is CELVANTES RAMIREZ, CARLOS. I do hereby resign my job with

[illegible] (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: [illegible]

Signature: _____ Date: 5/6/15

Print name of witness: [illegible]

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified

****

My name is CUTA TECUMA, HUGO LEONEL. I do hereby resign my job with _____(farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: HUGO LEONEL CUTA TECUMA

Signature: _____ Date: 5/6-15

Print name of witness: ROSS MARINE JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is JUAREZ HERNANDEZ JAVIER. I do hereby resign my job with

[illegible] (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

__X__ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: [illegible]

Signature: _____ Date: 5/6-15

Print name of witness: [illegible]

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is RUSALES LOPEZ LUCIO. I do hereby resign my job with

SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: LUCIO RUSALES LOPEZ

Signature: LUCIO RUSALES LOPEZ Date: 5/6-15

Print name of witness: RUSS AVRING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is HERNANDEZ SANCHEZ, INES. I do hereby resign my job with

GUL (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

X I need to return to my home country because a family member is sick or injured or has died.

X I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: INES HERNANDEZ SANCHEZ

Signature: [illegible] Date: 5/6-15

Print name of witness: [illegible] MARVIN JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is ZAVALETA HERNANDEZ, MARCOS I do hereby resign my job with

SVD (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

__X__ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Marcos Zavaleta Hernandez

Signature: [signature] Date: 4/6-15

Print name of witness: [illegible]

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is VARGAS DESION, ADRIAN. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

X I need to return to my home country because a family member is sick or injured or has died.

X I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Adrian Vargas Desion

Signature: _____ Date: 5/6-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is GARCIA DOMINGUEZ HECTOR MISHAEL. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

__X__ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Hector Mishael Garcia Dominguez

Signature: _____ Date: 5/6/15

Print name of witness: RUSS MARTIN JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is MENDEZ HERNANDEZ CRISTIAN do hereby resign my job with

SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Cristian Mendez Hernandez

Signature: [signature] Date: 5/6-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is SANTIAGO MENDOZA, ISAI. I do hereby resign my job with

SJO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

X I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: X-T Say Santiago mendoza

Signature: X _____ Date: 5/6.15

Print name of witness: Ros Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is MARQUEZ PEREZ, GUSTAVO. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

X I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: Gustavo Marquez Perez

Print Name: [illegible]

Signature: _____ Date: 5/6-15

Print name of witness: [illegible]

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is SANCHEZ RAMOS, VENUSTIANO. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

X I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Venustiano Sanchez Ramos

Signature: _____ Date: 5/6-15

Print name of witness: Ruth Marin JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is ANTONIO REYES, DARIO. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Darlin Antonio Reyes

Signature: _____ Date: 5/6-15

Print name of witness: Rosa Macias Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Suano Guerrero, Tomas. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

X I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Tomas Solano Guerrero

Signature: Tomas Solano Guerrero Date: 5/6-15

Print name of witness: Russ Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Dario Morales Acosta. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

• Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: DARIO MORALES ACOSTA

Signature: Dario M. A. Date: 8/8-15

Print name of witness: RUBEN MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Carlos Magallanes Hernandez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__✓__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Carlos Eduardo Magallanes Hdz

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MAEING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Gabriel Lugo Morales. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

___ I want to quit my job.

__✓__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Gabriel Lugo Morales

Signature: _____ Date: 8/8-15

Print name of witness: Ross MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Eliseo Aguilar Caldera. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Eliseo Aguilar Caldera

Signature: [signature] Date: 8/8-15

Print name of witness: Russ Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Oscar Javier Blanco A. . I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Oscar Javier Blanco A.

Signature: Oscar Javier Blanco A. Date: 8/8-15

Print name of witness: ROSS MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Luis Antonio L G. . I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: i

Print Name: LUIS ANIONIO LUNA GONZALEZ

Signature: Luis Antonio L G. Date: 8/8-15

Print name of witness: RICK MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Miguel Angel Elizondo Soto. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: MIGUEL ANGEL ELIZONDO SOTO

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is David Flores Flores. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: David Flores Flores

Signature: _____ Date: 8/8-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is J. Santos Soto Gurrola. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: J. Santos Soto Gurrola

Signature: [redacted] Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Norberto Garcia Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Norberto Garcia Cervantes

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Rogelio De la cruz Morales. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Rogelio Dela cruz morales

Signature: [signature] Date: 8/8-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Juan Manuel Compido Aguilar. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Juan Manuel compido Aguilar

Signature: [signature] Date: 8/9-15

Print name of witness: Russ Marini JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Esteban Mendoza Soto. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Esteban Mendoza Soto

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Rafael Cervantes Cumplido. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

___ I am sick or I have been injured.

___ I need to return to my home country because a family member is sick or injured or has died.

___ I need to return to my home country because of personal reasons.

___ I want to quit my job.

X Work has slowed down, and I would like to return home.

___ Other: _____

Print Name: Rafael Cervantes Cumplido

Signature: [signature] Date: 8/9-15

Print name of witness: Russ Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Adan Godinez Barcenas. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Adan Godinez Barcenas

Signature: Adan Godinez Barcenas Date: 8/8-15

Print name of witness: RISS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Martin Hurtado Olvera. . I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

___ I am sick or I have been injured.

___ I need to return to my home country because a family member is sick or injured or has died.

___ I need to return to my home country because of personal reasons.

___ I want to quit my job.

X Work has slowed down, and I would like to return home.

___ Other: _____

Print Name: MARTIN HURTADO OLVERA.

Signature: _____ Date: 8/8-15

Print name of witness: RUBEN MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Griseldo Cervantes Aguilar. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Griseldo Cervantes Aguilar

Signature: [signature] Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that If I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Trinidad Aguilar Soto. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Trinidad Aguilar Soto

Signature: _____ Date: 8/9-15

Print name of witness: ROSS MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Honorato Galindo Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Honorato Galindo Cervantes

Signature: _____ Date: 8/9-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Alfredo Galindo Reyes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Alfredo Galindo Reyes

Signature: Alfredo Date: 8/8-15

Print name of witness: Russ Maeino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Alvaro Vargas Venegas. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Alvaro Vargas Venegas

Signature: Alvaro Vargas Venegas Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Juan Ernesto Galindo Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Juan Ernesto Galindo Cervantes

Signature: [signature] Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Manuel Martinez Cervantes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Manuel Martinez Cervantes

Signature: _____ Date: 8/8-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Trinco Aguilar Marquez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

___ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Trinco Aguilar Marquez

Signature: _____ Date: 8/8-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is JOSE MTZ DAVINO. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

✓ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: JOSE MARTINEZ DAVINO

Signature: _____ Date: 8/9-15

Print name of witness: RUSS MAEING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Gustavo Cuellar Romero. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Gustavo Cuellar Romero

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Geovanni de Jesus del Angel Sales. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Geovanni de Jesus del Angel Sales

Signature: Geovanni de Jesus del Angel Sales Date: 8/8-15

Print name of witness: RUSS MAENO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is [illegible]. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: [illegible]

Signature: [illegible] Date: 8/8-15

Print name of witness: ROSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Pedro Chargoy Escudero. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Pedro Chargoy Escudero

Signature: _____ Date: 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Carlos Cruz Reyes. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Carlos Cruz Reyes

Signature: Carlos Cruz Reyes Date: 8/9-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Luis Alberto hernandez Zavala. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__✓__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: LUIS ALBERTO HERNANDEZ ZAVALA

Signature: _____ Date: 8/8-15

Print name of witness: RUSS MAENO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Armando Tapia Barbosa. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: ARMANDO TAPIA BARBOSA

Signature: Armando Tapia Barbosa Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Juan Ramirez Chavez I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Juan Ramirez Chavez

Signature: Juan Ramirez Date: 8/9-15

Print name of witness: Russ Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Omar Garcia Ramirez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

✓ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: OMAR GARCIA RAMIREZ

Signature: Omar G. R. Date: 8/8-15

Print name of witness: RUSS MAEINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Erick Guadalupe García Cardoso. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Erick Guadalupe García Cardoso

Signature: Erick Guadalupe García Cardoso Date: 8/8-15

Print name of witness: Ruiz Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Alejandro Romero Arredondo I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: ALEJANDRO ROMERO ARREDONDO

Signature: Alejandro Romero Arredondo Date: 8/9-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is PEDRO ZABALA ALMANZA do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: PEDRO ZABALA ALMANZA

Signature: Pedro Z.A Date: 8/8-15

Print name of witness: RUSS MAEING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is José Manuel Sacaba Ramirez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: José Manuel Sacaba Ramirez

Signature: José Manuel Sacaba Ramirez Date: 8/9-15

Print name of witness: Ross Maeno Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Dario Morales Acosta. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: Se termina el trabajo

Print Name: DARIO MORALES ACOSTA

Signature: Dario Morales Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is NICOLAS ARROJO ALONZO. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

___ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: NICOLAS ARROYO ALONZO

Signature: NICOLAS ARROJO ALONZO Date: 8/8-15

Print name of witness: RUSS MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Jose Luis Silva Lopez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: JOSE LUIS SILVA LOPEZ

Signature: Jose Luis Silva Lopez Date: 8/9-15

Print name of witness: RUSS MAENO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is Eduardo de la cruz Martinez. I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Eduardo de la cruz Martinez

Signature: Eduardo de la cruz Martinez Date: 8/8-15

Print name of witness: Ross Marino JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

My name is Francisco Javier Piñon R. . I do hereby resign my job with SVC (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

✓ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: Francisco Javier Piñon Rangel

Signature: Francisco Javier Piñon Date: 8/9-15

Print name of witness: Russ Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is MATEO RIOS BAUTISTA. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: MATEO RIOS BAUTISTA.

Signature: MATEO RIOS BAUTISTA. Date: 8/8-15

Print name of witness: RIOS MATEO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

My name is _____. I do hereby resign my job with _____ SVO _____ (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: _____

Signature: _____ Date: ___ 8/8-15

Print name of witness: Ross Marino Jr

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

Mi nombre es _____. Creo que queda renunciar a mi trabajo con _____ SVO _____ (nombre de la granja). Reconozco que me han ofrecido trabajo adicional para el resto de mi contrato, sin embargo, renunciar a la razón a continuación. . Entiendo que estoy es requerido por la ley federal para regresar a su hogar Inmediatamente y organismos del Gobierno de US será notificado. Estoy enfermo o ME han resultado heridos.

____ Tengo que volver a mi país porque un miembro de la familia está enfermo o lesionado, ha muerto.

____ Tengo que volver a mi país con azada por motivos personales.

____ QUIERO dejar mi trabajo.

____ Trabajo ha disminuido, y me gustaría volver a casa.

____ Otros: _____

_____

Nombre en letra de imprenta: _____

Firma: _____ Que Fecha: ___ 8/8-15

nombre del testigo: Ross Marino Jr

_____ Esperar a regresar a mi trabajo una vez que ya he acabado mi Inesperado. Entiendo que tengo que estar en contacto con mi empleador durante mi ausencia. Espero volver en: _____. Entiendo que si no lo hago, mi renuncia es efecto hoy, y los US Agencias de gobierno será notificado.

UNITED STATES DEPARTMENT OF LABOR
NEW YORK, NY

IN THE MATTER OF:	
SUN VALLEY ORCHARDS, LLC,	CASE NO. 2016-TAE-____
Respondent.	**ORDER OF REFERENCE**

TO: CHIEF ADMINISTRATIVE LAW JUDGE
Office of the Administrative Law Judges
United States Department of Labor

Pursuant to a timely request by Respondent for a hearing on the assessment of $369,703.22 in unpaid wages and $212,250.00 in civil money penalties, a hearing has been duly determined to be appropriate and pursuant to regulations is therefore required to be held to inquire into matters arising under the provisions of the Immigration and Nationality Act (INA), 8 U.S.C. § 1101, *et seq.* as amended by the Immigration Reform Control Act of 1986, Pub. L. 99-603, § 301, 100 Stat. 3359, 3411 and the implementing regulations.

The unpaid wages and civil money penalties were assessed on June 22, 2016, pursuant to 29 C.F.R. § 501.16(a)(1) as a result of alleged violations of regulations, as described in the June 22, 2016 Notice of Determination, including but not limited to 20 C.F.R. § 655.122(g) (failure to comply with meals requirement), § 655.122(p) (failure to comply with requirements regarding paycheck deductions), and § 655.122(i) (failure to comply with the three-fourths guarantee). The Administrator hereby amends the June 22, 2016 Notice of Determination to allege that Respondent also violated: (1) § 655.122(p) by making unreasonable deductions from workers' paychecks, insofar as Respondent sold workers beverages and other goods at a profit and/or in violation of state law; (2) § 655.122(i) by terminating workers without cause; and 3) 29 C.F.R. §

501.5 insofar as Respondent improperly sought to have terminated workers waive their rights. The Administrator also hereby amends the June 22, 2016 Notice of Determination to allege that Respondent owes a total of $376,697.61 in unpaid wages and $212,250.00 in CMPs.

The matter is accordingly hereby referred to the Chief Administrative Law Judge for designation and hearing in accordance with the INA, its implementing regulations, and 29 C.F.R. § 501.37(a).

Enclosed hereto for filing of record pursuant to 29 C.F.R. § 501.37(a) are copies of: (1) the Notice of Determination issued to Sun Valley Orchards, LLC on June 22, 2016; and (2) Respondent's timely request for a hearing dated July 20, 2016.

Dated and signed at New York, New York, on this 23rd day of December 2016.

JENNIFER S. BRAND
Associate Solicitor of Labor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

United States Department of Labor
Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
Lawrenceville, New Jersey 08648
Tel. (609) 538-8310
Fax (609) 538-8314

Date: June 22, 2016

CERTIFIED MAIL RETURN RECEIPT REQUESTED: 7013 1710 0001 5882 0376

To: Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
Salem, New Jersey 08085

Subject: Notice of Determination of Wages Owed and Assessing Civil Money Penalties

Case Reference Number: 1765359

Dear Sir(s):

An investigation conducted by this office of Sun Valley Orchards, LLC d/b/a Sun Valley Orchards, relating to the requirements applicable to the employment of H-2A and other workers under the Immigration and Nationality Act (INA) as amended by the Immigration Reform and Control Act (IRCA) (8 U.S.C. 1101(a)(15)(H)(ii)(a),1184(c) and 1186) in Flemington, New Jersey, covering the period from April 13, 2015 through October 10, 2015, disclosed that Sun Valley Orchards, LLC failed to comply with Section 218 of the INA and applicable regulations at 20 C.F.R. Part 655 and 29 C.F.R. Part 501.

As a consequence of these H-2A violations, $369,703.22 in unpaid wages are owed to one hundred and forty seven workers. The specific violations and the wages owed associated with them are set forth in the attached matrix entitled *Summary of Violations*.

In addition, pursuant to Section 218(g)(2) of the INA and its implementing regulations at 29 C.F.R. Part 501, civil money penalties are hereby assessed in the amount of $212,250.00. The specific violations and the civil money penalties associated with them are set forth in the attached matrix entitled *Summary of Violations*.

The full amount(s) reflected above $581,953.22 is due and payable within 30 days to **"Wage and Hour Division, U.S. Department of Labor."** Payments by certified check or money order should be delivered or mailed to:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

The fact that the above sanctions/remedies are being imposed for the H-2A violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor, or the additional assessments of back wages or civil money penalties for violations of the H-2A provisions found at some future time. Such other enforcement action may include the pursuit of unpaid wages, injunctive action, specific performance of the work contract, and denial or revocation of temporary alien agricultural labor certification.

The dollar amount(s) reflected above constitute a debt owed to the Federal government. This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Act of 1982, and departmental policies. Interest will be assessed at the Treasury Tax and Loan Account Rate on any balance outstanding from the date of this notice, accruing from the notice date. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, forward payments to the office listed above by the indicated due date.

You have the right to request a hearing on the determination that any or all of the violations occurred. Such request must be dated and in writing; must contain specific reasons why you believe that the violations for which you have been charged did not occur; and must be received within 30 days from the date of this letter by the Administrator, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3502, Washington, D.C. 20210, with a copy to this office. The procedure for requesting a hearing is provided in Section 501.33 of Regulations, 29 CFR 501. If a request for a hearing is not received within the time specified, the determination of the Administrator shall become the final and unappealable Order of the Secretary.

We would like to call to your attention that when a request for a hearing is filed with the Wage and Hour Administrator, the matter is referred to the Chief Administrative Law Judge. A formal hearing is then scheduled for a final determination with respect to the alleged violations. At such hearing you may, by yourself or through an attorney retained by you, present such witnesses, introduce such evidence and establish such facts as you believe will support your position.

Copies of Section 218 of INA and Regulations, 20 CFR Part 655 and 29 CFR Part 501 can be viewed at www.dol.gov.

Finally, we wish to point out that there may be a question as to the deductibility of civil money penalties paid as a business expense under the Internal Revenue Code. In this regard, you may wish to contact the Internal Revenue Service.

Sincerely,

Charlene Rachor
District Director

cc: Regional Administrator, Mark Watson, Jr.

Enclosures: Summary of Violations

U.S. Department of Labor
Wage and Hour Division

Case ID: 1765359

ACT: H-2A
EIN: 46-0542793
Name: Sun Valley Orchards, LLC

ER Address: 29 Vestry Road
Salem, NJ 08085

Unpaid Wages
Amount Due: $369,703.22

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

AMOUNT PAID: $_____

- - Regional Office Copy - -

U.S. Department of Labor
Wage and Hour Division

Case ID: 1765359

ACT: H-2A
EIN: 46-0542793
Name: Sun Valley Orchards, LLC

ER Address: 29 Vestry Road
Salem, NJ 08085

Amount Due In Civil Money Penalty: $212,250.00

THIS SHEET MUST BE INCLUDED WITH PAYMENT

YOU MUST WRITE YOUR TAX ID ON YOUR CHECK

MAIL TO:

U.S. Department of Labor
Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

AMOUNT PAID: $_____

DATE OF PMT: _____

CHECK NO. _____

SIGNATURE: _____

- - District Office Copy - -

Summary of Violations

Regulatory Requirement Violated	Summary Description	Unpaid Wages Owed	Civil Money Penalty
20 C.F.R. §655.122(d)(1)	**Employer failed to provide for or secure housing for those workers who are not reasonably able to return to their permanent residence at the end of the work day, without charge to the worker, that complies with the applicable housing safety and health standards.** Specifically, the investigation disclosed that the housing facility provided for workers was missing window screens and had screen doors not in good repair contributing to the insect infestation throughout the camp. Several bathroom sinks did not have hot water, refuse containers throughout facility were missing fly tight lids and multiple mattresses used by occupants for sleeping purposes were directly on the floor without a bed frame.	$0.00	$3,600.00
20 C.F.R. §655.122(g)	**Failure to comply with "meals" requirement(s).** Specifically, the investigation disclosed that the employer failed to provide free and convenient cooking and kitchen facilities to the workers that would enable them to prepare their own meals. The job offers for these contracts specifically stated that these facilities would be provided to workers. When the employer provides a meal plan, the job offer for the contract must state the charge for such meals, including drinks. The job offer for these contracts does not contain disclosure of meal charges and as such all meal and drink charges must be returned to the workers resulting in back wages being due to 147 affected workers.	$234,079.28	$198,450.00
20 C.F.R. §655.122(h)(4)	**Failure to provide transportation in compliance with all applicable Federal, State, or local laws and regulations between the worker's living quarters and the employer's worksite without cost to the worker.** Specifically, the investigation disclosed that three of the five vehicles used to	$0.00	$7,500.00

	transport workers had insufficient tread on the tires for safe operation and one had a non-functioning rear directional. Additionally, the five vehicles used to transport H-2A and corresponding workers were operated by drivers who failed to possess valid, unexpired driver's licenses recognized by the State of New Jersey for operation of same.		
20 C.F.R. §655.122(i)	**Failure to comply with the three-fourths guarantee.** Specifically, the investigation disclosed that 19 of the H-2A workers on the first contract of 2015 did not meet the ¾ guarantee since they were constructively forced to return home prior to the end of the contract period due to the myriad of misrepresentations on the contract, poor housing conditions, lack of transportation and general mistreatment by the employer and or his farm labor contractor. Additionally, 6 other workers employed in 2015 did not meet the ¾ guarantee based on a review of payroll records.	$135,623.94	$1,350.00
20 C.F.R. §655.122(q)	**Failure to comply with requirement to disclose the work contract.** Specifically, the investigation disclosed that the employer provided a copy of the worker contract that did not contain the actual conditions of employment. The contracts do not address the "meal plan" charges and misrepresent that free cooking facilities will be provided to the workers along with free transportation to purchase food. The kitchen facilities were locked, workers had no access to the kitchen for preparation of meals and transportation to purchase food was not provided.	$0.00	$0.00
20 C.F.R. §655.122(p)	**Failure to comply with "deductions" requirement(s).** Specifically, the investigation disclosed that the job offer did not specify "all" the deductions not required by law which the employer will make from workers' pay checks. The "meal plan" was not disclosed in the job offer or the contract. The back wages associated with this violation and penalty for same are addressed above in 20 CFR 655.122(g).	$0.00	$0.00

29 C.F.R. §501.5	The investigation disclosed that Russell J. Marino sought to have covered workers waive rights conferred under sec. 218 of the INA, regulations at 20 C.F.R. § 655, or regulations at 29 C.F.R. § 501. Specifically, the investigation disclosed that the employer and or his farm labor contractor coerced workers leaving the contracts prior to the ending date to sign a form created by Sun Valley Orchards, LLC stating that they were leaving early for "personal reasons" in an attempt to have them waive their ¾ guarantee rights as party to the contracts. Workers left the job early due to the conditions stated above in 20 CFR 655.122(i) and/or because of misrepresentations by the employer and/or his farm labor contractor.	$0.00	$1,350.00
Total		$369,703.22	$212,250.00

GJLake

July 20, 2016

By Federal Express

Dr. David Weil
Administrator
Wage and Hour Division
United States Department of Labor
200 Constitution Avenue, N.W.
Room S-3502
Washington, D.C. 20210

Ms. Charlene Rachor
District Director
Wage and Hour Division
United States Department of Labor
3131 Princeton Pike, Building 5, Room 216
Lawrenceville, NJ 08648

Re: Request For Hearing Regarding Notice of Determination of Wages Owed and Assessment of Civil Money Penalties, No. 1765359 dated June 22, 2016

Dear Dr. Weil and Ms. Rachor:

Sun Valley Orchards, LLC ("Sun Valley") has retained this firm in connection with the above-referenced matter. Sun Valley requests a hearing as to every factual and legal issue raised by the Notice of Determination of Wages Owed and Assessment of Civil Money Penalties, No. 1765359 dated June 22, 2016 ("Notice").

Sun Valley Orchards is a family farm operated by 4 generations of the Marino family dating back almost 100 years. Sun Valley grows, packs, and distributes fresh market freestone peaches, cucumbers, squash, pickles, peppers, and asparagus on more than 2,000 acres of farmland in Swedesboro, New Jersey. Sun Valley is one of the largest growers, shippers, and packers in New Jersey.

The 2015 growing season was Sun Valley's first in the H-2A program after it was unable to find and hire enough qualified people to perform the seasonal work. For the 2015 season, which was the season giving rise to the current case, the Department of Labor ("DOL") certified Sun Valley for 40 workers for the period of April 13, 2015 to October 10, 2015 and 60 workers for the period of June 1, 2015 to October 10, 2015.

The Wage and Hour Division of DOL (WHD) investigated Sun Valley with respect to the H-2A certifications for the period of April 13, 2015 through October 10, 2015. The WHD Notice dated June 22, 2016 contends the Sun Valley failed to comply with the requirements of the DOL H-2A regulations. The Notice provides few details but has two primary allegations against Sun Valley: (1) that workers were not offered three-fourths of the hours of work as set forth in the job orders; and (2) the workers were provided a meal plan instead of cooking facilities for them to use on their own. The Notice also seeks civil money penalties (CMPs) related to allegations of minor housing and local transportation issues, and claiming that workers were asked to waive their rights under the H-2A program. There are also allegations for which no back wages or civil money penalties are associated in the Notice. In all, WHD seeks $369,703.22 in back wages for 147 workers and $212,250.00 in CMPs.

Sun Valley requests a hearing on every factual and legal issue raised by the Notice. The Notice alleges the violations described above, but fails to identify any of the workers or offer any information that would support those allegations. Sun Valley denies that it committed any of the violations alleged, and will defend itself vehemently against these charges. The allegations are false and the assessment of back wages and CMPs are legally unsupportable and erroneous.

The Notice appears (although it is impossible to discern with certainty, given the lack of information provided) to assess back wages for 100% of the DOL-approved meal rate that the workers paid for the 3 prepared meals per day for 6 months that the workers ate without raising an issue – not the difference between the fair market value of the meals provided and the cost of purchasing their own groceries and preparing their own meals (which would exceed the cost of the actual meals provided). The H-2A regulations absolutely do not require double-payment of this sort – essentially providing 6 meals per day per worker for the entire season. To the extent that the Administrative Law Judge finds any violation of the terms and conditions of the job order regarding meals for workers, the method used by WHD for calculating back wages and CMPs is clearly erroneous.

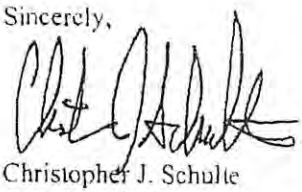
With respect to the three-fourths guarantee allegations, 20 C.F.R. § 655.122(n) provides that the obligation to offer (or pay for) the hours in question ends if the worker voluntarily terminates employment and the employer reports the early termination to DOL's Chicago National Processing Center (CNPC) and DHS. Here, there were two groups of workers who terminated employment before the end of the period-of-need in the job order. One group left very early in the season, but turned in their employee ID cards and signed documents explaining their reason for terminating their employment early. Sun Valley timely provided the required notice of these departures to CNPC and DHS, as required in the regulations. The workers were not asked to "waive their rights," since they had already decided to terminate their employment voluntarily (at great disadvantage to Sun Valley, which needed a full complement of workers to perform the work on the farm), they were simply asked to execute a document explaining why they had made their decision, as part of Sun Valley's reporting to CNPC and DHS on the

voluntary terminations. For workers who terminated their employment late in the season, they had already worked and been compensated for at least three-fourths of the hours offered in the job order. Thus, no back wages (or CMPs) are owed for either group of workers, pursuant to DOL's own regulations.

In addition to the factual and legal arguments set forth above, Sun Valley reserves its right to challenge the June 22 Notice based on all legal grounds available to it. Beyond these arguments, which will establish that Sun Valley has no liability for any of the alleged violations, Sun Valley challenges the calculation and assessment of CMPs. None are warranted because there were no violations, but the amounts assessed are at or near the maximum possible. The Notice offers neither explanation nor factual basis for these calculations. Application of the factors listed in 29 C.F.R. § 501.19(b) for determining appropriate CMPs shows that the CMPs are too high, assuming for the sake of argument, that there is an underlying back wage liability. Sun Valley demands strict proof that the CMPs were properly assessed and assessed in the correct amount.

For all of the foregoing reasons, Sun Valley Orchards denies all of the allegations asserted in the WHD Notice dated June 22, 2016, requests an evidentiary hearing before an Administrative Law Judge on these charges, and demands strict proof of any of the alleged violations and calculation of back wages and civil money penalties.

Sincerely,



Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington, D.C. 20004
(202) 465-3000 (p)
(202) 347-3664 (f)
cschulte@cj-lake.com

cc: Joe Marino, Sun Valley Orchards

CJ Lake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 *fax*

June 15, 2017

OVERNIGHT MAIL

Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: ***Matter of Sun Valley Orchards, LLC*, 2017-TAE-00003**

Dear Judge Timlin:

Counsel for the Respondent, Sun Valley Orchards, LLC, submits for filing the enclosed Respondent's Memorandum of Law in Opposition to the Administrator's Motion for Partial Summary Decision, along with exhibits thereto.

Respectfully submitted,

Christopher J. Schulte
Counsel for Respondent

cc: Jacob Heyman-Kantor, Esq.
Jason E. Glick, Esq.
Counsel for the Administrator

Enclosures

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	)	Case No: 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC Respondent	)	

MEMORANDUM OF LAW IN OPPOSITION TO ADMINISTRATOR'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND IN FURTHER SUPPORT OF RESPONDENT'S MOTION FOR SUMMARY DECISION

CHRISTOPHER J. SCHULTE

Counsel for Respondent
Sun Valley Orchards, LLC

RECEIVED
JUN 16 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

ARGUMENT 2

I. Sun Valley Fully Complied With Its Three-Fourths Guarantee 2

A. The Early-Departing Group of Workers Were Not Fired, They Quit 2

B. The August 2015 Layoffs After the Pepper Failure Occurred After the Workers Met Their Three-Fourths Guarantee Target 4

C. The Early Departure Forms Were Neither Coerced Nor a Waiver 5

II. The Housing and Transportation Claims Are Overstated 6

III. Sun Valley Has Zero Liability for Meals or Drinks Purchased by its Workers From Agustin Hernandez 7

A. Sun Valley Furnished and Paid Utilities for a Full Kitchen 8

B. Review of Undisputed Facts About Payments for Hot Meals 9

C. The Administrator's "Agency" Argument Has No Bearing Here 9

D. The Administrator Fails to Account for the Cost the Workers Would Have Incurred in Preparing Their Own Meals 11

E. The Other "Deduction" Cases Do Not Support the Administrator's Position 13

F. Sun Valley Has No Liability for the Workers' Drink Purchases 16

IV. The CMPs Are Inappropriately High and Improper Here 16

CONCLUSION 17

TABLE OF AUTHORITIES

Case

Arriaga v. Florida Pac. Farms, LLC, 305 F.3d 1228 (11th Cir. 2002) 15

Commodity Futures Trading Comm'n v. American Metals Exch. Corp.
991 F.2d 71 (3d Cir. 1993) 14

Edmonson v. Lincoln Nat'l Life Ins. Co., 725 F.3d 406 (3d Cir. 2013) 14

Matter of Global Horizons, 2010-TAE-00002
Order on Summary Judgment (Dec. 17, 2010) 10

Matter of Seasonal Ag Services, Inc., 2014-TAE-0006 (Dec. 5, 2014) 13

Ramos Ortiz v. Paramo,
Civ. Action 06-3062, 2008 U.S. Dist. LEXIS 72387 (D.N.J. Sept. 19, 2008) 10

SEC v. First City Fin. Corp., 890 F.2d 1215 (D.C. Cir. 1989) 14

SEC v. TEO, 746 F.3d 90 (3d Cir. 2014) 14

Tull v. United States, 481 U.S. 412 (1987) 17

Regulations

20 C.F.R. § 655.122 ..... *passim*

20 C.F.R. § 655.122 13

20 C.F.R. § 655.173 14

Federal Register

80 Fed. Reg. 9482 (Feb. 23, 2015) 13

80 Fed. Reg 62958 (Oct. 16, 2015) 12

Respondent, Sun Valley Orchards, LLC ("Sun Valley" or "Respondent"), respectfully submits this brief in opposition to the Administrator's Motion for Partial Summary Decision ("Adm. Br.") and in further support of Respondent's Motion for Summary Decision. On the key factual issues of the case, the Administrator does not challenge the Respondent's account. On the two central questions before the Court, the three-fourths guarantee claim involving the early-departing H-2A workers and the meal and drink purchases from Mr. Hernandez, the Administrator has not come forward with facts or legal argument to rebut Sun Valley's position. Their own brief undercuts the arguments upon which they rely and only further buttresses Respondent's request for summary decision in this case.

For example, the Administrator seeks more than $400,000 from Sun Valley on a theory that the farm "required workers to pay for meals." Adm. Br. 1. When it comes to explaining this position, however, 30 pages later, the Administrator notes that several Sun Valley workers did not purchase meals from Mr. Hernandez. *Id.* at 32-34. Rather than addressing this obvious inconsistency, which demonstrates clearly that the workers were <u>not</u> required to buy meals from Mr. Hernandez and several actually chose not to do so, the Administrator treats this as simply a minor issue related to the calculation of damages.[1] Having long since decided that Sun Valley is guilty of something – if not so sure what or why – the Administrator

[1] The Administrator has the gall to seek credit for showing "mercy" in not trying to collect amounts that were never paid for a violation that never occurred. *Id.* Sun Valley can certainly be forgiven for being less than exuberantly grateful for the Administrator's belated willingness to reduce the meals-related claim by a whopping $380.00 out of the $432,529.28 sought.

doggedly refuses to let something as pesky as facts get in the way of that determination.

The Administrator fails to advance a credible theory, much less proof based on undisputed fact, that would support its claim for partial summary decision or prevent summary decision being granted to Sun Valley. For all of the reasons set forth in Sun Valley's motion for summary decision and memorandum of law in support, as well those set forth in this memorandum of law, Sun Valley respectfully submits that it is entitled to summary decision on all claims and asks the Court to enter an order dismissing the order of reference in its entirety.

ARGUMENT

The Administrator does not move for summary decision on three of the largest claims in the case: (1) the three-fourths guarantee claim for the workers who quit after one week; (2) the purchase of soft drinks and beer from Mr. Hernandez; and (3) the "compel" to waive rights claim involving Russell Marino, Jr. This is a curious tactical decision, but should not prevent the Court from granting summary decision in favor of Sun Valley on these issues, for all of the reasons set forth in Respondent's opening brief.

I. Sun Valley Fully Complied With Its Three-Fourths Guarantee

A. The Early-Departing Group of Workers Were Not Fired, They Quit

The testimony of the three early-departing H-2A deponents closely matches the testimony of Joe Marino, Russell Marino, Jr., and Agustin Hernandez. Specifically, that group of 19 workers were unable or unwilling to perform the work for which they were hired – asparagus harvesting – so they decided to leave as a

group, despite pleas from the Marinos to stay so that the entire asparagus crop would not be lost.

The Administrator may make a last-minute effort to challenge this by claiming that these workers had an erroneous "belief" that they had been fired, but their testimony was clear – both as to what they told the Marinos and Mr. Hernandez at the time in early May 2015, and in their recollections 2 years later – that they were only willing to stay if they could work on other crops, so they left by choice. Sun Valley had no reason in the world to terminate these 19 workers at the height of the harvest season – their departure caused serious losses to the farm. An argument that they were terminated for underperforming is simply not plausible.[2]

Nor is an argument that the "conditions" led to "constructive discharge" of the workers. As set forth in Sun Valley's opening brief, the reasons that the deponents gave for requesting the meeting with the Marinos varied slightly, but clearly centered on a concern that they were working hard and wanted more respect. None of the workers testified that they felt that they had to quit because of torn screens, broken tail lights, or any of the other violations alleged by the Administrator. Hard work, being required to do the job that was applied for and hired for, and being pushed to work faster to bring in a fast-growing and fast-rotting crop do not constitute grounds for constructive discharge.

---

[2] While Sun Valley consistently asserts that these 19 workers left on their own accord and against the pleas of Russell Marino, Jr. and Joe Marino, even if they believe that they were terminated by the Marinos for refusing to harvest asparagus, such a refusal would constitute termination for cause under 20 C.F.R. § 655.122(n) and would have terminated Sun Valley's three-fourths guarantee obligation to them.

These 19 workers were not terminated by Sun Valley, they quit. In the parlance of the H-2A regulations, they "voluntarily abandon[ed] employment before the end of the contract period." 20 C.F.R. § 655.122(n). That decision to voluntary abandon employment terminated Sun Valley's three-fourths guarantee obligation to them on the spot. To find in favor of the Administrator on this issue would be a triple-punishment to Sun Valley. They paid significant amounts just to participate in the H-2A program, including round-trip transportation for these 19 workers, for essentially one week of work. Those workers quit the job, leaving the crop to rot, causing significant losses to Sun Valley. Sun Valley had to hire and transport other workers to New Jersey to replace these quitting workers, paying them wages to perform the jobs that should have been performed by the original group. To now require Sun Valley to pay these workers thousands and thousands of dollars for months of work that they never performed, on top of all these other losses and expenses, would be as absurd as it would be devastating to this family farm. As such, summary decision in favor of Sun Valley is not only appropriate, but required as a matter of law.

B. The August 2015 Layoffs After the Pepper Failure Occurred After The Workers Met Their Three-Fourths Guarantee Target.

With respect to the six other workers for whom the Administrator seeks back wages and CMPs under a three-fourths guarantee theory, the Administrator's calculation of three-fourths of the hours is similar to Sun Valley's, within a few hundred dollars. As discussed in Sun Valley's opening brief, Sun Valley's calculations (which have been provided with their opening brief) show that all but two workers worked more than three-fourths of the hours for the job order – not

just were offered, but actually worked those hours. One of the other workers was Dario Morales Acosta, who specifically testified that he missed several weeks with an injured toe, during which time the rest of the crew worked the hours that he was "offered" while he was unable to work. The other was Jose Islas Larraga, who started on the earlier contract but voluntarily terminated his employment, without warning or notice, on June 15, 2015, which ended Sun Valley's three-fourths guarantee obligation to him under Section 655.122(n). Summary decision is proper for this claim, based on the undisputed facts of the case and records provided.

C. The Early Departure Forms Were Neither Coerced Nor a Waiver

While the Administrator does not address the issue in its opening brief, Sun Valley reiterates its position that summary decision is appropriate as to the allegation that Russell Marino, Jr. "coerced" anyone into waiving their rights under the H-2A regulations. As set forth in Respondent's opening brief, the form was simply intended to document that the workers left before the end of the contract period, as part of Sun Valley's mandatory reporting to DOL and DHS of such early departures. Mr. Marino was not present when the forms were provided to the workers, when the workers completed the form, nor when the forms were collected. The workers were given the option to check whichever box they chose, they spoke with a representative in Mexico of their choosing about which box to check, and the workers chose different boxes from one another. Finally, at no point in this litigation has Sun Valley relied on those documents as proof of the workers' motives in terminating their employment early – either the group that quit after one week or the group let go after the pepper crop failed. These forms were in no way "coerced"

and in no way used to achieve any "waiver" of rights. Summary decision on this claim is appropriate and should be granted.

II. The Housing and Transportation Claims Are Overstated

The Administrator attempts to portray the housing and transportation claims in the most dramatic and inflammatory terms. Sun Valley takes the health and safety of its workers seriously and treats the workers as part of the family. The housing is inspected annually before the season begins (and always passed that inspection), but young men will not always maintain their living quarters to the standards expected by WHD. Screens will be torn, floors will not be swept, mud is tracked in, and trash can lids that were that at the beginning of the season will be misplaced. This does not rise to the level of putting "workers' health and safety at risk" (Adm. Br. at 28), however. Sun Valley directed Mr. Hernandez to keep the housing in good condition and he, in turn, delegated that duty to multiple workers to perform. To the extent that the housing fell below the necessary standards, it could have been quickly fixed, but does not support the penalties assessed in this case.

On the specific allegation of a mattress on the floor, this is part of the inspection performed by the New Jersey Department of Labor prior to the season. *See* inspection reports provided with Respondent's Opening Brief. A worker choosing to move his mattress onto the floor does not justify a finding of a violation, much less the assessment of CMPs.

The safety issues regarding transportation are well-received, and Sun Valley has already taken steps to resolve them, from tire treads to broken tail lights, and will continue to improve practices on safety issues across-the-board. To the extent

that any violations are found, Sun Valley respectfully asserts that the level of CMPs should be reduced.[3]

III. Sun Valley Has Zero Liability for Meals or Drinks Purchased by its Workers from Agustin Hernandez

The lion's share of the Administrator's claim arises from cash payments made by some of Sun Valley's workers to Agustin Hernandez for prepared meals. As set forth in Respondent's opening brief and addressed more briefly herein, Sun Valley complied with its obligations under the H-2A regulations and its approved job orders by furnishing a kitchen to prepare meals, and the decision to purchase meals from Mr. Hernandez was left to the workers – some of whom chose to do so and some of whom did not. Even if the Court were to conclude that the kitchen was not "available" to the workers as stated in the job order, the remedy of providing absolutely free meals to the workers for the entire season, hundreds of thousands of dollars of such meals, is ridiculous and not supported by the H-2A regulations. The Administrator makes no effort whatsoever to weigh the cost the workers would have incurred had they purchased and cooked their own meals, nor considered that absolutely no profit accrued to Sun Valley from the preparation or purchase of prepared meals. Finally, the claim for back wages and CMPs arising from the purchase of drinks from Mr. Hernandez is outrageous and finds neither support in the law nor accuracy in its attempted calculation. For all of these reasons, and those reasons set forth in the opening brief, Sun Valley respectfully asks the Court to enter summary decision and dismiss these claims in their entirety.

---

[3] The Administrator's repeated references to "hidden busses" or allegations of an attempted "cover-up" by Sun Valley amount to nothing more than unsupported and defamatory speculation, beneath the dignity of the Department.

A. Sun Valley Furnished and Paid Utilities for a Full Kitchen

The Administrator disputes the extent to which Sun Valley's kitchen was "available" to workers, but does not dispute that Sun Valley furnished and paid the utilities for a full kitchen. The claim that Mr. Hernandez locked the kitchen during off-hours was made by only one witness (Dario Morales Acosta at 12-13), but specifically contradicted by the remaining witnesses. The Administrator's own brief notes that workers were seen using the kitchen after-hours, completely undercutting Mr. Morales Acosta's unsupported and erroneous claim. Adm. Br. at 18-19. Further undercutting the testimony of Mr. Morales Acosta was the further testimony of Mr. Morales Acosta. He specifically stated that none of the workers ever asked to use the stoves or refrigerators (DMA 38). That testimony, unlike his phantom lock, was supported by his co-workers. CCR 65 (no one ever asked about using the kitchen); HLCT 37 (no workers ever raised issues about the kitchen with Marinos). Sun Valley does not have a policy excluding its workers (H-2A or domestic) from using the kitchen in the housing unit. JM 78.

The individual choices or understanding of the workers do not point to the systematic exclusion from the kitchen that the Administrator must demonstrate to counter the undisputed fact that Sun Valley furnished, maintained, and paid the utilities for a large kitchen for its workers. Summary decision on this issue would eliminate the meal charge issue in its entirety, as Sun Valley did just what it promised in its job orders. Sun Valley respectfully asks the Court to grant summary decision on this ground and dismiss the Administrator's meal claims.

B. Review of Undisputed Facts About Payments for Hot Meals

Although the parties may disagree about the legal significance of some of these facts, they do not dispute the accuracy of such facts:

- Some of Sun Valley's workers paid $75 to $80 per week to Agustin Hernandez to provide them with three hot meals per day.
- Some workers chose not to purchase meals, soft drinks, or beer from Mr. Hernandez, and had no trouble from Sun Valley for this choice.
- DOL's allowable weekly meal charge for 2015 was $83.02 ($11.86 daily x 7 days/week). 80 Fed. Reg. 9482 (Feb. 23, 2015).
- Sun Valley's 2015 job orders did not state that it would collect a "meal charge" from its workers that season.
- No money was deducted from Sun Valley's workers' pay checks.
- No money was paid to Sun Valley; only ever paid to Mr. Hernandez.

Other facts have been established clearly in the record already, including that Sun Valley never gave Mr. Hernandez any instructions about how to operate the kitchen or who could use the kitchen, nor did it set any rules for how he ran the kitchen. JM 36; AH 106-107. These facts are beyond dispute and do not remotely support the Administrator's $400,000+ claim for back wages and CMPs.

C. The Administrator's "Agency" Argument Has No Bearing Here

Counsel for the Administrator has provided an excellent law review article on the subject of actual or apparent agency. Unfortunately, there is nothing in that discussion standing for the proposition at issue here – that a payment to someone who is not the employer of an H-2A worker triggers some sort of duty by the H-2A employer to "repay" the full amount of that payment. Under agency law principles, Mr. Hernandez may (or may not) be authorized to enter into vendor contracts and Sun Valley may (or may not) be held liable for tortious conduct that he might engage in. But those are significantly different than determining whether Sun Valley met its

H-2A program requirements, much less requiring Sun Valley to pay hundreds of thousands of dollars to former employees for amounts voluntarily paid by them to Mr. Hernandez.

The one and only case cited by the Administrator in which both agency principles and the H-2A program regulations appear is *Ramos-Barrientos v. Bland*, 661 F.3d 587 (11th Cir. 2011). A closer read of *Ramos-Barrientos* beyond its passing reference to the Restatement (Third) of Agency, however, reveals that that case was an FLSA minimum wage case under Section 203(m), in which the Eleventh Circuit specifically agreed with the defendant-employer that it was not liable for payments to third parties for meals, rejecting the agency liability theory advanced by plaintiffs.

The "agency" theory falls apart when applied to the Administrator's shifting theory of Sun Valley's alleged liability for the meal purchases. As discussed below, the Administrator does not seem to be arguing that the amounts paid to Mr. Hernandez exceeded either the actual cost of the meals nor the DOL-approved rate for H-2A employers to charge employees for meals. So, a theory that Mr. Hernandez was "acting on behalf of" Sun Valley in collecting an improper amount of money from the workers cannot be the reason for liability.

The Administrator does, however, make repeated reference to the *Global Horizons* cases, particularly the 2010 decision in "*Global Horizons II.*" 2010-TAE-0002 (Dec. 17, 2010) (Order on Partial Summary Decision). That decision marks the single instance in which any court has ordered the full repayment of meal charges collected from H-2A workers without disclosure. The theory applied for that ruling related to the concern that an employer might gain some advantage with respect to

the adverse effect wage rate by earning a profit on meal charges. *Id.* at 8 ("If workers agree to meal prices that afford a profit to the employer, the effect is the same as if the employer paid below-market wages."). Under that theory, the agency principles have no bearing, because it is the actual flow of money between the H-2A workers and the employer that gives rise to liability. Here, there is no dispute at all that the workers received 100% of the AEWR in their paychecks, without any amounts withheld by Sun Valley. Some, but not all, of the workers purchased meals from Agustin Hernandez and gave him cash for these meals. None of that money came back into Sun Valley's accounts or in any way reduced their wage bills. Thus, the basis for Mr. Hernandez acting as an agent or an independent actor is utterly irrelevant – the money changed hands twice, but never came back to Sun Valley, which was precisely the concern raised in *Global Horizons II*.

D. The Administrator Fails to Account for the Cost the Workers Would Have Incurred in Preparing Their Own Meals

The U.S. Department of Agriculture (USDA) is the definitive source on food and nutrition issues in the United States. USDA publishes monthly reports calculating the cost for individuals or families to prepare their own food, on either a weekly or monthly basis. Attached as Exhibit 1 are two examples of these reports, "Official USDA Food Plans: Cost of Food at Home at Four Levels, U.S. Average, April 2015" and September 2015. Reports and explanations of the reports and their methodology are available from the Center for Nutrition Policy and Promotion's website, at www.cnpp.usda.gov. The "average" food plans represent what USDA considers a "nutritious diet" for children of different ages, adult males and females of different ages, couples without children, and families of 4. For each

age/gender/family cohort, with four different plan levels are calculated under reports issued in 2007 that consider the activity level and caloric requirements for the relevant person/family's diet: "Thrifty"; "Low-cost"; "Moderate-cost"; or "Liberal."[4] When the Department of Labor last issued H-2A regulations – those covering the range production of livestock in October 2015 – it received comments indicating that the most accurate calculation of meal costs for H-2A workers, given that most are young men performing vigorous outdoor work, would be the "Liberal plan" for Males age 19-50. *See,* 80 Fed. Reg. 62958, 62996, 63032 (Oct. 16, 2015). Unlike the rules for other H-2A workers, which expressly permit meal charges or requiring workers to purchase their own food, the Department declined to permit an offset of wages based on the cost of free food that the open-range rules require ranchers to provide their herders. *Id.* The unique itinerant and remote nature of that work, compared to "normal" H-2A work performed on fixed-site farms, was the justification for this conclusion – a departure from longstanding H-2A requirements that the Department acknowledged in the 2015 rulemaking. *Id.* at 62981-83.

For April 2015, the Liberal Plan for 19-50 year old males, as calculated by USDA, cost $86.30 per week. For September 2015, the weekly cost was $86.50. As the Court would likely agree, New Jersey is above average in many ways, including in the price of groceries. Still, even under the 50-state average from USDA, these

[4] The USDA reports are available at the following locations:
https://www.cnpp.usda.gov/sites/default/files/usda_food_plans_cost_of_food/TFP2006Report.pdf ("Thrifty")
https://www.cnpp.usda.gov/sites/default/files/usda_food_plans_cost_of_food/FoodPlans2007AdminReport.pdf (other 3 levels)

amounts are consistent with the DOL-approved meal charge amount of $83.02 per week ($11.86 daily x 7 days/week). 80 Fed. Reg. 9482 (Feb. 23, 2015).

Thus, had Agustin Hernandez not offered to prepare meals for the workers and, instead, left them to their own devices to purchase and prepare food in the kitchen provided by Sun Valley, the workers would have lost between $6.30 and $11.50 per week. It absolutely defies logic or credibility to assert that these workers were somehow worse off by purchasing meals from Mr. Hernandez than they would have by fending for themselves. The workers came out ahead in the bargain, and the attempt to recover an additional $128,130.00 in "back wages" from Sun Valley beggars belief and should not be endorsed by this Court.

E. The Other "Deduction" Cases Do Not Support the Administrator's Position, Either

The Administrator points to *Matter of Seasonal Ag Services, Inc.*, 2014-TAE-0006 (Dec. 5, 2014), for the principle that an award of back wages should be in the full amount of "undisclosed deductions." Adm. Br. at 32. The specific deductions in that case, however, were all expressly forbidden charges in the H-2A program: a $100 recruitment fee and a "work boot deduction." *Id.* at 3. Those were the back wage payments that the Court required in that case. Payment of recruitment fees are explicitly forbidden under 20 C.F.R. § 655.135(j), and treated extremely seriously (as they should be) by DOL, USCIS, and the State Department, as these fees are often linked to human trafficking. The work boot deduction is also expressly barred in the H-2A rules, under 20 C.F.R. § 655.122(f), requiring the employer to provide "without charge or deposit, all tools, supplies and equipment required to perform the duties assigned."

The payments at issue in *Seasonal Ag Services* are, therefore, qualitatively different than the amounts paid to Mr. Hernandez for meals and/or drinks. Other than the *sui generis* situation of open-range sheepherders, discussed below, H-2A employers are specifically permitted to charge H-2A workers for the cost of serving prepared meals. 20 C.F.R. §§ 655.122(g) and 655.173. There is a separate requirement to disclose the amounts of such charges, if they are to be collected by an employer, but it is indisputably appropriate for workers to pay for prepared meals rather than expecting a free lunch (and breakfast and dinner).

Furthermore, the "back wages" amounts in *Seasonal Ag Services* were actually collected and held by the H-2A employer, making the payment to the workers a "repayment" or disgorgement of amounts improperly received. Disgorgement is an equitable remedy, "measured by the defendant's profits." *Edmonson v. Lincoln Nat'l Life Ins. Co.*, 725 F.3d 406, 415 (3d Cir. 2013), *cert. denied*, 189 L. Ed. 2d 173 (2014); quoting *Restatement (Third) on Restitution and Unjust Enrichment*, § 51 cmt. a (2011). Disgorgement serves to prevent unjust enrichment, but may not be used punitively. *SEC v. Teo*, 746 F.3d 90, 103 (3d Cir. 2014), *cert. denied*, 2014 U.S. LEXIS 7689 (Nov. 17, 2014), citing *SEC v. First City Fin. Corp.*, 890 F.2d 1215, 1231 (D.C. Cir. 1989); *see also Commodity Futures Trading Comm'n v. American Metals Exch. Corp*, 991 F.2d 71, 76 (3d Cir. 1993) (disgorgement designed to be remedial and not punitive; "Disgorgement does not penalize, but merely deprives wrongdoers of ill-gotten gains.").

The parties have stipulated, as part of their pre-hearing disclosures, that Sun Valley did not withhold or deduct any amounts from its workers' paychecks for

meals, and that the payments made by the workers with their own money were only ever to Mr. Hernandez and never to Sun Valley, itself. *See* Joint Stipulation of Agreed Facts and Joint Exhibits, at ¶¶ 22-25 (filed June 16, 2017); *see also* Administrator's Responses to Respondent's First Set of Requests for Admissions #10 ("Administrator admits that Sun Valley's payroll records do not show any such deductions from the paychecks."), #14 (Agustin Hernandez received payment from Sun Valley's workers), #19 and #20 (Agustin Hernandez, not Sun Valley, sold beer and soft drinks in 2015); Administrator's Responses to Respondent's First Set of Interrogatories #16 ("The Administrator is not aware of documents showing payments workers made to Sun Valley through Sun Valley managers other than Agustin Hernandez.").

The theory of "deductions" does not hold water. As discussed in *Arriaga v. Florida Pac. Farms, LLC*, 305 F.3d 1228 (11th Cir. 2002), offered in support of the Administrator's theory, the issue was FLSA minimum wage payments, with the Court concluding that inbound transportation costs must be reimbursed in the first pay period – those are amounts indisputably owed to workers under the H-2A regulations not, as here, meal costs unrelated to travel periods which are the worker's sole responsibility under those regulations. The Administrator, time and again, fails to offer a cogent or convincing theory for recovering six-figure payments related to these meal payments, and summary decision should be entered on behalf of Sun Valley on this issue.

F. Sun Valley Has No Liability for the Workers' Drink Purchases

On the issue of the drinks purchases, as with any back-wage or CMP claim, there are two questions: (1) has the Administrator met her burden of proof that Sun Valley committed a violation?; and (2) if so, is the recovery sought appropriately and accurately calculated? The answer to both questions is "no" in this case. While the Administrator does not seek summary decision on whether the drinks were sold improperly, the Administrator's motion somehow does seek judgment awarding CMPs for that issue. *See* Adm. Br. at 36-38; Declaration of Charlene L. Rachor at ¶¶ 7-15. This procedural quirk is ultimately just an oddity, however, since the Administrator has failed to establish that Sun Valley should have any liability for the workers' purchase of these drinks, nor even that Mr. Hernandez acted improperly in selling those drinks, much less that the "back of the envelope" estimates used to calculate "back wages" were remotely accurate.

The Administrator has not shown that the workers were entitled to free soft drinks or beer, nor even soft drinks or beer at wholesale prices. Workers were provided ample water at all times and could choose or not choose to purchase these drinks with their own money. Even if the Court declines to grant Sun Valley's motion for summary decision on this issue, it would still be inappropriate to grant summary decision to the Administrator on this issue, summary decision should be entered for Sun Valley on this issue, as with the others.

IV. The CMPs Are Inappropriately High and Improper Here

Although the Administrator asserts this Court's authority to increase CMPs beyond those claimed by the Administrator or set forth in the Notice of

Determination or even Order of Reference, counsel does not point to any case where an ALJ has actually done so.[5] In fact, it is far from certain that the imposition of civil money penalties in the enforcement of an agency regulation is even Constitutional, absent a right to a jury trial. *See, e.g., Tull v. United States*, 481 U.S. 412 (1987) (Seventh Amendment requires jury trial for agency collection of civil penalty).

But the Court need not consider any of these arguments, as the Administrator has failed to establish any violations that would give rise to such CMPs in this case. For all the reasons stated above, each of the claims should be dismissed completely, regardless of the amounts improperly calculated.

CONCLUSION

Counsel for the Administrator continues their campaign to vilify and defame the Marino family and Sun Valley Orchards, but they fail to advance a cognizable theory for recovery of back wages or civil money penalties in this case. The parties agree on most of the operative facts of the case, and those facts simply do not support the Administrator's claims. Sun Valley respectfully asks that the Court dismiss the Complaint in its entirety against them as soon as possible.

DATED: June 15, 2017

/s/ Christopher J. Schulte
Christopher Schulte
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004
(202) 465-3000
(202 347-3664 (fax)

[5] Judge Harris specifically declined the Administrator's invitation to increase CMPs in the *Overdevest Nurseries* case cited by counsel. 2015-TAE-00008, at 18 n.14.

CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2017 a copy of the foregoing with exhibits was sent by e-mail and overnight mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

USDA

United States Department of Agriculture

Official USDA Food Plans: Cost of Food at Home at Four Levels, U.S. Average, April 2015 [1]

Age-gender groups	Weekly cost [2]				Monthly cost [2]			
	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan
Individuals [3]								
Child:								
1 year	$21.80	$29.20	$33.00	$40.30	$94.50	$126.70	$143.00	$174.50
2-3 years	$23.90	$30.60	$36.80	$44.90	$103.60	$132.40	$159.30	$194.40
4-5 years	$25.10	$31.50	$39.20	$47.70	$108.90	$136.70	$169.70	$206.90
6-8 years	$32.20	$45.10	$53.70	$63.40	$139.30	$195.60	$232.60	$274.70
9-11 years	$36.10	$47.90	$62.00	$72.10	$156.30	$207.50	$268.80	$312.30
Male:								
12-13 years	$38.90	$55.20	$69.20	$81.10	$168.50	$239.10	$299.90	$351.40
14-18 years	$39.90	$55.80	$71.50	$82.00	$172.90	$242.00	$310.00	$355.40
19-50 years	$43.10	$55.70	$70.10	$86.30	$186.70	$241.30	$303.60	$374.00
51-70 years	$39.30	$52.50	$65.70	$79.00	$170.10	$227.30	$284.50	$342.20
71+ years	$39.60	$52.10	$64.40	$80.00	$171.70	$225.70	$279.10	$346.80
Female:								
12-13 years	$38.90	$47.40	$57.10	$70.30	$168.60	$205.50	$247.30	$304.60
14-18 years	$38.10	$47.60	$57.90	$71.20	$165.10	$206.20	$250.80	$308.40
19-50 years	$38.20	$48.30	$59.80	$76.10	$165.40	$209.20	$259.00	$329.60
51-70 years	$37.70	$47.00	$58.60	$70.60	$163.50	$203.80	$253.90	$305.80
71+ years	$36.70	$46.60	$57.80	$69.60	$159.10	$202.10	$250.50	$301.60
Families								
Family (Male & Female) of 2: [4]								
19-50 years	$89.40	$114.30	$142.80	$178.60	$387.40	$495.50	$618.80	$774.00
51-70 years	$84.70	$109.40	$136.70	$164.50	$367.00	$474.20	$592.30	$712.90
Family of 4:								
Couple (Male & Female), 19-50 years and children—								
2-3 and 4-5 years	$130.30	$166.10	$205.80	$255.00	$564.60	$719.50	$891.60	$1104.90
6-8 and 9-11 years	$149.50	$197.00	$245.60	$297.90	$647.80	$853.50	$1064.00	$1290.60

[1] The Food Plans represent a nutritious diet at four different cost levels. The nutritional bases of the Food Plans are the 1997-2005 Dietary Reference Intakes, 2005 Dietary Guidelines for Americans, and 2005 MyPyramid food intake recommendations. In addition to cost, differences among plans are in specific foods and quantities of foods. Another basis of the Food Plans is that all meals and snacks are prepared at home. For specific foods and quantities of foods in the Food Plans, see *Thrifty Food Plan, 2006* (2007) and *The Low-Cost, Moderate-Cost, and Liberal Food Plans, 2007* (2007). All four Food Plans are based on 2001-02 data and updated to current dollars by using the Consumer Price Index for specific food items.

[2] All costs are rounded to nearest 10 cents.

[3] The costs given are for individuals in 4-person families. For individuals in other size families, the following adjustments are suggested: 1-person—add 20 percent; 2-person—add 10 percent; 3-person—add 5 percent; 4-person—no adjustment; 5- or 6-person—subtract 5 percent; 7- (or more) person—subtract 10 percent. To calculate overall household food costs, (1) adjust food costs for each person in household and then (2) sum these adjusted food costs.

[4] Ten percent added for family size adjustment.

This file may be accessed on the Center for Nutrition Policy and Promotion's home page at: http://www.cnpp.usda.gov.
Issued May 2015.

USDA

United States Department of Agriculture

Official USDA Food Plans: Cost of Food at Home at Four Levels, U.S. Average, September 2015 [1]

Age-gender groups	Weekly cost [2]				Monthly cost [2]			
	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan
Individuals [3]								
Child:								
1 year	$21.80	$29.40	$33.20	$40.50	$94.50	$127.20	$143.90	$175.50
2-3 years	$23.90	$30.60	$36.90	$45.00	$103.70	$132.50	$159.80	$195.00
4-5 years	$25.20	$31.60	$39.30	$47.90	$109.10	$136.90	$170.10	$207.60
6-8 years	$32.30	$45.20	$53.70	$63.50	$140.10	$196.00	$232.50	$275.10
9-11 years	$36.40	$48.00	$62.20	$72.40	$157.60	$208.00	$269.40	$313.80
Male:								
12-13 years	$39.20	$55.40	$69.50	$81.50	$169.80	$240.10	$301.20	$353.30
14-18 years	$40.30	$56.30	$71.70	$82.60	$174.80	$243.80	$310.80	$357.70
19-50 years	$43.40	$56.00	$70.30	$86.50	$188.20	$242.80	$304.50	$374.70
51-70 years	$39.60	$52.70	$65.80	$79.30	$171.50	$228.50	$285.10	$343.60
71+ years	$39.70	$52.20	$64.60	$80.20	$172.10	$226.30	$280.00	$347.50
Female:								
12-13 years	$39.10	$47.60	$57.30	$70.50	$169.30	$206.40	$248.30	$305.60
14-18 years	$38.30	$47.80	$57.90	$71.40	$166.00	$207.20	$250.90	$309.30
19-50 years	$38.30	$48.60	$59.90	$76.30	$166.00	$210.60	$259.70	$330.80
51-70 years	$38.00	$47.20	$58.80	$70.90	$164.50	$204.60	$254.60	$307.20
71+ years	$36.90	$46.80	$58.00	$69.90	$159.80	$202.60	$251.50	$303.00
Families								
Family (Male & Female) of 2: [4]								
19-50 years	$89.90	$115.10	$143.20	$179.10	$389.60	$498.80	$620.60	$776.00
51-70 years	$85.30	$109.90	$137.00	$165.20	$369.60	$476.40	$593.70	$715.90
Family of 4:								
Couple (Male & Female), 19-50 years and children—								
2-3 and 4-5 years	$130.90	$166.80	$206.30	$255.70	$567.00	$722.90	$894.00	$1108.10
6-8 and 9-11 years	$150.50	$197.90	$246.00	$298.70	$651.90	$857.40	$1066.10	$1294.40

[1] The Food Plans represent a nutritious diet at four different cost levels. The nutritional bases of the Food Plans are the 1997-2005 Dietary Reference Intakes, 2005 Dietary Guidelines for Americans, and 2005 MyPyramid food intake recommendations. In addition to cost, differences among plans are in specific foods and quantities of foods. Another basis of the Food Plans is that all meals and snacks are prepared at home. For specific foods and quantities of foods in the Food Plans, see *Thrifty Food Plan, 2006* (2007) and *The Low-Cost, Moderate-Cost, and Liberal Food Plans, 2007* (2007). All four Food Plans are based on 2001-02 data and updated to current dollars by using the Consumer Price Index for specific food items.

[2] All costs are rounded to nearest 10 cents.

[3] The costs given are for individuals in 4-person families. For individuals in other size families, the following adjustments are suggested: 1-person—add 20 percent; 2-person—add 10 percent; 3-person—add 5 percent; 4-person—no adjustment; 5- or 6-person—subtract 5 percent; 7- (or more) person—subtract 10 percent. To calculate overall household food costs, (1) adjust food costs for each person in household and then (2) sum these adjusted food costs.

[4] Ten percent added for family size adjustment.

This file may be accessed on the Center for Nutrition Policy and Promotion's home page at: http://www.cnpp.usda.gov.
Issued October 2015.

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3687
Fax: (646) 264-3660
Email: glick.jason.e@dol.gov

Reply to the Attention of: Jason E. Glick

June 22, 2017

Via UPS Next Day Air
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *In re Sun Valley Orchards*, LLC 2017-TAE-00003

Dear Judge Timlin:

Counsel for the Administrator of the Wage and Hour Division submits for filing:

- The Administrator's Pre-Hearing Statement; and
- The Administrator's Objections to Respondent's Preliminary Exhibit List.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: _____
Jason E. Glick
Trial Attorney

cc: Christopher J. Schulte, Esq. (via e-mail)

RECEIVED
JUN 26 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	)	Case No.: 2017-TAE-00003

ADMINISTRATOR'S PRE-HEARING STATEMENT

Pursuant to the Court's January 18, 2017 Initial Notice of Hearing and Prehearing Order § e, the Court's June 8, 2017 Order Granting the Parties Joint Motion To Extend by One Week Certain Pre-Hearing Deadlines, and 29 C.F.R. §18.80(c), the Administrator of the Wage and Hour Division ("the Administrator") submits the following Pre-Hearing Statement.

I. Issues of Law to be Determined:

(a) Whether Sun Valley violated 20 C.F.R. § 655.122(p) because its manager and crew leader Agustin Hernandez—an "affiliated person"—made unlawful deductions in operating a company store selling drinks, beer, and other items at inflated prices and in violation of state law, depriving workers of the offered wage.

(b) Whether Sun Valley's failure to provide free and convenient kitchen access to its workers, its failure to disclose in advance the $75-$80 per-week meal charge, and its weekly charges for those meals, violated 20 C.F.R. §§ 655.122(g), (p), and (q).

(c) The calculation of back wages owed for violations of 20 C.F.R. §§ 655.122(g), (p), and (q).

(d) Whether Sun Valley constructively discharged nineteen of its H-2A workers in May 2015 because of intolerable conditions of employment, or terminated these workers after they complained about the conditions of employment, without having offered them "employment for a total number of work hours equal to at least three-fourths of the workdays" in their work contracts, in violation of 20 C.F.R. § 655.122(i).

(e) Whether Sun Valley also violated 20 C.F.R. § 655.122(i) by improperly failing to offer the three-fourths guarantee to an additional five workers whose work ended before the end of the 2015 growing season.

(f) Whether Sun Valley violated 29 C.F.R. § 501.5 by seeking to have terminated workers waive their rights under 20 C.F.R. part 655, subpart B, specifically the right to the three-fourths guarantee.

(g) Whether Sun Valley 20 C.F.R. § 655.122(d)(1)(i) by having housing that failed to meet the applicable OSHA standards, including the lack of garbage can lids, proper door screens, and a window screen (which led to an insect infestation).

(h) Whether the Administrator's assessment of $7,500 in civil money penalties for Sun Valley's various transportation violations, including its longstanding and ongoing practice of having unlicensed drivers transport workers on public roads on a daily basis, was appropriate in light of the CMP factors provided in 29 C.F.R. 501.19.[1]

(i) Whether the Administrator's assessment of $204,750 in civil money penalties against Sun Valley for its other myriad violations was a reasonable applicable of the CMP factors provided in 29 C.F.R. § 501.19 and is entitled to deference.[2]

---

[1] Sun Valley apparently does not dispute that its transportation practices violated 20 C.F.R. 655.122(h)(4). See Sun Valley June 15, 2017 Memorandum of Law in Opposition to Administrator's Motion for Partial Summary Decision at 6 (in response to the Administrator's summary decision arguments as to transportation violations, Sun Valley stated only that "[t]he safety issues regarding transportation are well-received, and Sun Valley has already taken steps to resolve them, from tire treads to broken tail lights, and will continue to improve practices").

[2] The parties have filed cross-summary decision motions and some of these issues may be resolved before trial.

II. Relief Sought

	Findings sought	Back Wages sought	CMPs sought
(a)	Sun Valley violated 20 C.F.R. § 655.122(p) because an "affiliated person" operated Sun Valley's company store and sold 147 of its workers drinks, beer, and other items at a profit and in violation of state law, reducing workers' wages below the offered rate.	$105,569.28	$198,450.00 ($1,350 for each worker)
(b)	Sun Valley failed to provide free and open kitchen access to 139 workers and failed to disclose in advance its $75-$80 per-week meal charge, in violation of 20 C.F.R. § § 655.122(g), (p), and (q).	$128,285.00	
(c)	Sun Valley failed to offer twenty-four of its workers the three-fourths guarantee, in violation of 20 C.F.R. § 655.122(i).	$142,728.22	$1,350.00
(d)	Sun Valley violated 29 C.F.R. § 501.5 by seeking to have terminated workers waive their rights under 20 C.F.R. part 655, subpart B.	None.	$1,350.00
(e)	Sun Valley's substandard housing violated 20 C.F.R. § 655.122(d)(1)(i).	None.	$3,600
(f)	Sun Valley's unsafe transportation practices violated 20 C.F.R. § 655.122(h)(4).	None.	$7,500
Total:		$376,582.50	$212,250.00

III. Stipulated Facts

See June 15, 2017 Joint Stipulation of Facts previously filed with the Court.

IV. Material Facts in Dispute

(a) Whether the nineteen H-2A workers who departed from Sun Valley in May 2015 did so because they had voluntarily abandoned their employment; because they had been compelled to leave due to intolerable working conditions; or because Sun Valley had fired them all at a staff meeting where they had complained about the Sun Valley terms and conditions of employment.

(b) The number of hours of work that Sun Valley offered to these workers and to an additional five workers who departed before the end of the 2015 growing season.

(c) Whether Sun Valley sought to coerce workers to waive their rights by telling them to complete a worker departure form falsely indicating that they were resigning from Sun Valley for personal reasons.

(d) The number of drinks, beer, and other items that workers purchased from Sun Valley's company store and Agustin Hernandez.

(e) Whether Sun Valley provided free and convenient kitchen access to its workers.

V. Witnesses the Administrator Expects to Call

(a) The Administrator expects to call some or all of the following former H-2A employees of Sun Valley Orchards, LLC to testify about the conditions of their employment with Respondent, including but not limited to the meals, drinks and other items that were sold to them; the housing and transportation that Sun Valley provided them; the reasons their work at Sun Valley ended before the end of the 2015 growing season; and the way Sun Valley instructed them to complete worker departure forms. These employees may also testify about how Sun Valley and its agents recruited them to work at Sun Valley.

1. Gustavo Marquez
2. Marco Giovanny Maldonado
3. Marcelo Ortega Vargas
4. Jose Manuel Cheguez Baltazar
5. Honorato Galindo Cervantes
6. Pedro Zavala Almanza
7. Geovani de Jesus del Angel Salas

(b) Wage Hour Investigator Jose Perez. Investigator Perez is expected to testify about the Administrator's investigation of Sun Valley, the nature of the violations found, and the calculation of back wages.

(c) Wage Hour Investigator John Crudup. Investigator Crudup is expected to testify about the Administrator's investigation of Sun Valley and the nature of the violations found.

(d) Wage Hour District Director Charlene Rachor. District Director Rachor is expected to testify about the Administrator's assessment of civil money penalties against Sun Valley.

(e) Sun Valley supervisor Agustin Hernandez. Mr. Hernandez is expected to testify about Sun Valley's company store; the drinks and other items sold to workers; the housing and transportation provided to workers; the departure of numerous Sun Valley H-2A employees before the end of the 2015 growing season; and the way that Sun Valley instructed their employees to complete worker departure forms. Mr. Hernandez may also testify about how workers were recruited to work for Sun Valley.

VI. Joint Exhibits

The Administrator filed a Joint Stipulation of Facts with the Court on June 16, 2017.

VII. Administrator's Exhibits

PX 1	Computations for three-fourths guarantee violations (DOL 03777)
PX 2	Computations for violations related to meals, drinks, and beer violations (DOL 03778-3837)
PX 3	Carlos Cervantes Ramirez deposition transcript excerpts
PX 3-1	Exhibit 25 to Carlos Cervantes Ramirez deposition (worker departure form)
PX 4	Carlos Cervantes Ramirez deposition video clips (clips corresponding to transcript excerpts)
PX 5	Miguel Angel Elizondo Soto deposition transcript excerpts
PX 5-1	Exhibit 22 to Miguel Angel Elizondo Soto deposition (worker departure form)
PX 6	Miguel Angel Elizondo Soto deposition video clips (clips corresponding to transcript excerpts)
PX 7	Jose Luis Silva Lopez deposition transcript excerpts
PX 7-1	Exhibit 23 to Jose Luis Silva Lopez deposition (worker departure form)
PX 8	Jose Luis Silva Lopez deposition video clips (clips corresponding to transcript excerpts)
PX 9	Hugo Leonel Cinta Tegoma deposition transcript excerpts
PX 9-1	Exhibit 27 to Hugo Leonel Cinta Tegoma deposition (worker departure form)
PX 10	Hugo Leonel Cinta Tegoma deposition video clips (clips corresponding to transcript excerpts)
PX 11	Hector Mishel Garcia Dominguez deposition transcript excerpts
PX 11-1	Exhibit 21 to Hector Mishel Garcia Dominguez deposition (worker departure form)
PX 12	Hector Mishel Garcia Dominguez deposition video clips (clips corresponding to transcript excerpts)
PX 13	Dario Morales Acosta deposition transcript excerpts
PX 13-1	Exhibit 20 to Dario Morales Acosta deposition (worker departure form)
PX 14	Dario Morales Acosta deposition video clips (clips corresponding to transcript excerpts)
PX 15	Russell Marino Jr. deposition transcript excerpts
PX 15-1	Exhibit 11 to Russell Marino Jr.'s deposition
PX 15-2	Exhibit 12 to Russell Marino Jr.'s deposition
PX 16	Joseph Marino 30(b)(6) deposition transcript excerpts
PX 16-1	Exhibit 19 to Joseph Marino's deposition
PX 17	Agustin Hernandez deposition transcript excerpts
PX 17-1	Exhibit 1 to Mr. Hernandez's deposition
PX 17-2	Exhibit 2 to Mr. Hernandez's deposition
PX 17-3	Exhibit 3 to Mr. Hernandez's deposition
PX 17-4	Exhibit 5 to Mr. Hernandez's deposition
PX 17-5	Exhibit 6 to Mr. Hernandez's deposition
PX 17-6	Exhibit 7 to Mr. Hernandez's deposition
PX 18	Statement of Agustin Hernandez (DOL 00187 – 190)
PX 19	Statement of Elia Pinon and English translation (DOL 00200 – 205)
PX 20	Respondents' April 7, 2017 Joint Response to First Set of Requests for Admissions
PX 21	Respondents' April 7, 2017 Joint Response to First Set of Interrogatories

PX 22	Respondent's May 17, 2017 Response to Second Set of Interrogatories
PX 23	Excerpts from Sun Valley payroll--"Payroll Run Inquiry--check view"
PX 24	Excerpts from Sun Valley payroll--"Job Card--Payroll Summary" (May H-2A workers)
PX 25	Excerpts from Sun Valley payroll--"Job Card--Payroll Summary" (August H-2A workers)
PX 26	Sam's Club prices for items Sun Valley sold to its workers (DOL 03716-3776)
PX 27	Photographs of beer prices at Costco (DOL 03712-3715)
PX 28	Photographs of Sun Valley doors, mattress, and bathroom window (DOL 01808, 1813, 1819, 1820, 1832, 1828-29, 1832, 1840, 1848, 1859-60)
PX 29	Photographs of Sun Valley transportation (DOL 01876-78, 1880, 1908-1910)
PX 30	Photographs of Mexican drivers' licenses (DOL 01920-1928)
PX 31	MSPA disclosures (DOL1934-1935)
PX 32	Photographs of Sun Valley kitchen, eating area, and company store (DOL 01892-1901)
PX 33	Photographs of the interior and exterior of Sun Valley facilities (DOL 01843, 1845; 1800-1801, 1803, 18005, 1889-1891; 01952-1960)
PX 34	Photographs of workers cooking in dorm (DOL 01809-1811, 1949)
PX 35	Photographs of Sun Valley workers working in fields (DOL 01864, 1865, 1883-1888)
PX 36	Receipts for Meals (DOL 1223, 1226, 1257, 1259, 1266, 1268, 1273-1274, 1277, 1317, 1343, 1360-1362, 1367, 1386, 1389-1390, 1392, 1398, 1405, 1421-1422)
PX 37	Records of worker payments for meals (DOL 01212, 1228-1231, 1245-1248, 1250-1253, 1320-1330, 1368, 1369, 1371-1373, 1375-1380, 1409-1413)
PX 38	Sun Valley's notifications of worker departures obtained by Wage Hour during the investigation (DOL02983-2989)
PX 39	Additional Sun Valley notifications of worker departures (Exhibits 4.1 to 4.11 to Sun Valley's April 7, 2017 document production)
PX 40	I-129 Petition for a Non-Immigrant Worker (DOL02301-2310)
PX 41	Email correspondence between Wage Hour Investigator Perez and Sun Valley about payroll production (DOL03065-03066)

VIII. Estimate of Time Required for the Administrator to Present Her Case-in-Chief

The Administrator anticipates that she will require three days to present her case-in-chief.

IX. Specialized Equipment at the Hearing

In the Administrator's June 15, 2017 letter, she made an unopposed request for leave to allow witnesses to testify remotely by telephone or (if feasible) videoconference. Should the Court grant leave for remote testimony, we will coordinate with the Court concerning logistics.

DATED: June 22, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

Jacob Heyman-Kantor
Trial Attorney

Jason E. Glick
Trial Attorney

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Case No.: **2017-TAE-00003**

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

ADMINISTRATOR'S OBJECTIONS TO RESPONDENT'S PRELIMINARY EXHIBIT LIST

Pursuant to the Court's January 18, 2017 Prehearing Order and subsequent scheduling orders, the Administrator hereby objects to certain of Respondent's proposed hearing exhibits, as follows. Pursuant to 29 C.F.R. § 18.80(b), the undersigned certifies that counsel for the Administrator has conferred with Respondent in good faith in an attempt to resolve these objections.

Ex. #	**Respondent's Exhibit Description**	**Objection**
RX 1	Utility bills paid by Sun Valley for the kitchen facility (Ex. R1 to Respondent's Motion for Summary Decision [RMSD]); pp. 1-11.	RX 1 pg 3 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 2	New Jersey Department of Labor Camp Inspection Reports and WHD Housing Occupancy Certificates for Sun Valley housing (RMSD Ex. 5); pp. 12-27.	RX 2 pg 12–27 • Lack of foundation. • Lack of personal knowledge. 29 C.F.R. § 18.602 RX 2 pg 12, 14–27 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 3	Repair records for Sun Valley vans (RMSD Ex. 4); pp. 28-37.	RX 3 pg 28–37 • Lack of foundation. • Lack of personal knowledge. 29 C.F.R. § 18.602 • Hearsay. 29 C.F.R. § 18.802. • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).

RX 4	Calculation of hours worked for 6 workers (RMSD Ex. 3); pg. 38	RX 4 pg 38 • Lack of foundation.
RX 5	Federal Register notice dated February 23, 2015 setting 2015 DOL meal charge amount; 80 Fed. Reg. 9482; pp. 39-40.	--
RX 6	Weekly ShopRite circular showing cost of bottles of Corona (RMSD Ex. 2); pg. 41.	RX 6 pg 41 • Lack of foundation. • Hearsay. 29 C.F.R. § 18.802.
RX 7	USDA meal plan cost calculation table for April 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 42.	RX 7 pg 42 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 8	USDA meal plan cost calculation table for September 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 43.	RX 8 pg 43 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 9	Administrator's May 22, 2017 Responses to First Set of Interrogatories; pp. 44-73	Objections stated in the document RX 9 pg 57–73 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b). (*At the time of filing, the Administrator understands that Respondent is withdrawing pages 57–73)*
RX 10	Administrator's May 22, 2017 Responses to First Set of Requests for Admissions; pp. 74-82	Objections stated in the document
RX 11	Agustin Hernandez deposition transcript excerpts; pp. 83-128	The Administrator objects to the entirety of Respondent's designations of the depositions of Agustin Hernandez and Russell Marino, Jr., and the deposition of Sun Valley Orchards, LLC / Joseph Marino. Pursuant to 29 C.F.R. § 18.55(a) and the rules of evidence including hearsay rules, there is no provision for a party to use the depositions of its own officers and managers in lieu of their testimony at the hearing.
RX 12	Russell Marino, Jr. deposition transcript excerpts; pp. 129-151	
RX 13	Joseph Marino deposition transcript excerpts; pp. 152-185	
RX 14	Hugo Leonel Cinta Tegoma deposition transcript excerpts; pp. 186-209	RX 10 pg 204 51:1-22 — Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b). RX 10 pg 207 55:5–17 — Mischaracterizes testimony.

RX 15	Carlos Cervantes Ramirez deposition transcript excerpts; pp. 210-231	RX 15 pg 225 48:5–9	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
		RX 15 pg 226 52:11–14	Confusing; irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
		RX 15 pg 231 66:3–24	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b). Hearsay. 29 C.F.R. § 18.802
RX 16	Hector Mishel Garcia Dominguez deposition transcript excerpts; pp. 232-260	RX 16 pg 258 70:24–71:11	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 17	Jose Luis Silva Lopez deposition transcript excerpts; pp. 261-276	RX 17 pg 276 58:17-25	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 18	Miguel Angel Elizondo Soto deposition transcript excerpts; pp. 277-295	RX 18 pg 294 55:1–10	Misstates subject matter of case, confusing, irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
		RX 18 pg 294 55:11-56:7	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
		RX 18 pg 295 56:19–25	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 19	Dario Morales Acosta deposition transcript excerpts; pp. 296-311	RX 19 pg 306 32:11–25	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
		RX 19 pg 311 50:8–11	Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 20	Notice of Determination (DOL 00006-13)	--	
RX 21	WHISARD Compliance Action Report 2015 (DOL 00014-17)	--	
RX 22	Excerpt from report by WHI Jose L. Perez (DOL 00052)	RX22 pg 324 • As to what the document states that the Marinos said, hearsay. 29 C.F.R. § 18.802.	
RX 23	WHISARD Compliance Action Report 2013 (DOL 00104)	RX23 pg 325 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).	

RX 24	Back wage calculation, week-by-week (DOL 00144-159) (redacted)	--
RX 25	Excerpt of English translation of statement of Hector M. Garcia Dominguez (DOL 00228)	RX25 pg 342 • Hearsay. 29 C.F.R. § 18.802. • Foundation. • Completeness.
RX 26	Results of drinking water tests for SVO housing (DOL 00331-334)	--
RX 27	Letter from USDA FSA County Exec. Director dated Aug. 4, 2015 (DOL 00457)	--
RX 28	Photographs of drinking water on trucks in Sun Valley fields (DOL 01866-1868)	RX28 pg 348–50 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).
RX 29	Photograph of incomplete early departure form (DOL 01945)	--
RX 30	Back wage calculation summary (DOL 02128)	RX30 pg 352 • Irrelevant and immaterial. 29 C.F.R. §§ 18.402, 501.34(b).

CERTIFICATE OF SERVICE

I, Jason E. Glick, hereby certify that the foregoing Administrator's Pre-Hearing Statement and Administrator's Objections to Respondent's Preliminary Exhibit List were served this 22nd day of June 2017 upon the person named below at the e-mail address listed below:

Christopher J. Schulte
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street, NW
Suite 800
Washington, DC 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

Jason E. Glick
Attorney

CJLake LLC Suite 800 • 525 Ninth Street, NW • Washington, DC 20004 • 202.465.3000 • 202.347.3664 fax

June 22, 2017

OVERNIGHT MAIL

Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *Matter of Sun Valley Orchards, LLC*, 2017-TAE-00003

Dear Judge Timlin:

Counsel for the Respondent, Sun Valley Orchards, LLC, submits for filing the enclosed Respondent's Pre-Hearing Statement.

Respectfully submitted,

Christopher J. Schulte
Counsel for Respondent

cc: Jacob Heyman-Kantor, Esq. (via email)
Jason E. Glick, Esq. (via email)
Counsel for the Administrator

Enclosures

RECEIVED
JUN 23 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003

RESPONDENT SUN VALLEY ORCHARDS' PRE-HEARING STATEMENT

Respondent, Sun Valley Orchards, LLC ("Sun Valley"), respectfully submits the following Pre-Hearing Statement in accordance with the Court's Initial Notice of Hearing and Prehearing Order dated January 18, 2017, and the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, 29 C.F.R. § 18.80.

I. Stipulations, Joint Exhibits, Meet-and-Confer

Counsel for the parties have met and conferred, in good faith, and assembled a statement of stipulated facts and joint exhibits, which Counsel for the Administrator has previously filed with the Court on behalf of the parties on or about June 15, 2017.[1] Counsel have also exchanged witness and exhibits lists and objections thereto, and have met and conferred as to those objections. The information provided in this document reflects those discussions. Respondent's objections to the Administrator's exhibits are set forth in Appendix A to this document.

[1] Sun Valley incorporates that filing by reference here, particularly as to those elements set forth in 29 C.F.R. §§ 18.80(c)(4), (c)(7), and (d).

II. Issues of Law To Be Determined

A. As set forth in Respondent's Motion for Summary Decision, the Administrator has made several claims against Sun Valley regarding the farm's participation in the H-2A program during the 2015 growing season.

B. The overarching issue is whether the Administrator of the Wage & Hour Division ("Administrator"; "WHD") has carried its burden of that Sun Valley should pay back wages and civil money penalties (CMPs) in the amounts assessed for the violations alleged.

1. Has WHD carried its burden of proving that Sun Valley failed to comply with the "meals" requirement(s) of 20 C.F.R. § 655.122(g)?

a. Did Sun Valley furnish free and convenient cooking and kitchen facilities to its workers to enable them to prepare their own meals?

b. If some of Sun Valley's workers chose to purchase prepared meals from someone other than Sun Valley, were those purchases within the DOL-approved meal charge?

c. Is Sun Valley responsible for reimbursing workers for soft drinks, snacks, and beers that they chose to purchase from someone other than Sun Valley?

d. If Sun Valley has any liability, has WHD accurately calculated those amounts?

2. Has WHD carried its burden of proving that Sun Valley failed to comply with the three-fourths guarantee requirements of 20 C.F.R. § 655.122(i)?

a. Did the group of 19 workers who departed Sun Valley in the first week of May, after approximately 1 week of work, do so voluntarily or were they terminated without cause?

b. Did the group of 5 workers who departed Sun Valley later in the season meet their three-fourths guarantee for hours offered?

3. Has WHD carried its burden of proving that Russell Marino, Jr. "coerced" workers departing before the end of the contract period into waiving their rights in violation of 29 C.F.R. § 501.5?

4. Has WHD carried its burden of proving that Sun Valley failed to provide safe housing for its non-local workers in violation of 20 C.F.R. § 655.122(d)(1)?

5. Has WHD carried its burden of proving that Sun Valley failed to provide safe local transportation in violation of 20 C.F.R. § 655.122(h)(4)?

6. Has WHD carried its burden of proving that Sun Valley failed to disclose the work contract in violation of 20 C.F.R. § 655.122(q)?

7. Has WHD carried its burden of proving that Sun Valley failed to comply with the "deductions" requirement in violation of 20 C.F.R. § 655.122(q)?

8. For each allegation, has WHD carried its burden of proving the accuracy and appropriateness of its back wage and CMP calculations?

III. Precise Statement of the Relief Sought

Sun Valley respectfully asks the Court to dismiss the Order of Reference and all claims asserted by the Administrator against Sun Valley.

IV. Facts Disputed by the Parties

There are a number of facts upon which the parties agree, as set forth in their Joint Disclosures, but as to the relevance or legal consequences of which the parties disagree. The following are facts disputed by the parties.

- Whether Sun Valley furnished "free and convenient" kitchen facilities to its workers.
- Whether the group of 19 workers quit in May 2015 or were terminated without cause.

- The number of hours offered or worked by the remaining 5 workers included in the Administrator's three-fourths guarantee claim.
- The steps taken by Joe Marino and Russell Marino, Jr. to convince the workers to stay.
- Whether Sun Valley had a "policy" against workers using the kitchen facilities that Sun Valley provided.
- Whether Agustin Hernandez was "affiliated with" or an "agent" of Sun Valley for purposes of meal, snack, or drinks purchases.
- Whether Sun Valley "coerced" any of the early-departing workers to waive their rights.
- The costs associated with meals and drinks and WHD's calculation of damages.

V. List of Witnesses Respondent Expects to Call

Sun Valley expects to call two witnesses, Joseph Marino and Russell J. Marino, Jr., for its case-in-chief. Sun Valley will not call any expert witnesses at trial.

Joe Marino will testify about the following:

- The history and organization of Sun Valley Orchards, LLC.
- That Sun Valley needed workers in 2015 for a number of jobs, including harvesting asparagus and picking peppers.
- The early May 2015 meeting when 19 of the H-2A workers walked off the job.
- The steps taken by the Marinos to get the workers to stay.
- The losses incurred when the workers left.
- The failure of the pepper crop.
- The decision to let go workers based on the pepper crop failure.
- The provision of kitchen facilities for meals for workers.
- The lack of a policy to exclude workers from the kitchen.
- Sun Valley not receiving any payments from workers nor taking any payroll deductions.
- Steps taken to inspect housing and vehicles ahead of each growing season.

Russell Marino, Jr. will testify about each of the topics identified for Joe Marino, plus the following additional topics:

- The three-fourths guarantee targets for the workers let go in August after the failure of the pepper crop were calculated carefully using Sun Valley's payroll records, and the workers let go were chosen because they had already met their guarantees.
- The use of early departure forms was part of Sun Valley's reporting to DOL and DHS and did not include any "coercion" or attempt to effect a waiver of rights by the workers.
- He observed the condition of worker housing and kitchen facilities in 2015 and did not observe any problems.

VI. Respondent's Exhibit List

RX 1	Utility bills paid by Sun Valley for the kitchen facility (Ex. R1 to Respondent's Motion for Summary Decision [RMSD]); pp. 1-11
RX 2	New Jersey Department of Labor Camp Inspection Reports and WHD Housing Occupancy Certificates for Sun Valley housing (RMSD Ex. 5); pp. 12-27
RX 3	Repair records for Sun Valley vans (RMSD Ex. 4); pp. 28-37
RX 4	Calculation of hours worked for 6 workers (RMSD Ex. 3); pg. 38
RX 5	Federal Register notice dated February 23, 2015 setting 2015 DOL meal charge amount; 80 Fed. Reg. 9482; pp. 39-40
RX 6	Weekly ShopRite circular showing cost of bottles of Corona (RMSD Ex. 2); pg. 41
RX 7	USDA meal plan cost calculation table for April 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 42
RX 8	USDA meal plan cost calculation table for September 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 43
RX 9	Administrator's 5/22/2017 Responses to First Set of Interrogatories; pp. 44-58[2]
RX 10	Administrator's 5/22/2017 Responses to First Set of Requests for Admissions; pp. 74-82
RX 11	Agustin Hernandez deposition transcript excerpts; pp. 83-128
RX 12	Russell Marino, Jr. deposition transcript excerpts; pp. 129-151
RX 13	Joseph Marino deposition transcript excerpts; pp. 152-185
RX 14	Hugo Leonel Cinta Tegoma deposition transcript excerpts; pp. 186-209
RX 15	Carlos Cervantes Ramirez deposition transcript excerpts; pp. 210-231
RX 16	Hector Mishel Garcia Dominguez deposition transcript excerpts; pp. 232-260
RX 17	Jose Luis Silva Lopez deposition transcript excerpts; pp. 261-276
RX 18	Miguel Angel Elizondo Soto deposition transcript excerpts; pp. 277-295
RX 19	Dario Morales Acosta deposition transcript excerpts; pp. 296-311
RX 20	Notice of Determination (DOL 00006-13); pp. 312-319
RX 21	WHISARD Compliance Action Report 2015 (DOL 00014-17); pp. 320-323
RX 22	Excerpt from report by WHI Jose L. Perez (DOL 00052); pg. 324
RX 23	WHISARD Compliance Action Report 2013 (DOL 00104); pg. 325
RX 24	Back wage calculation, week-by-week (DOL 00144-159) (redacted); pp. 326-341
RX 25	Excerpt of English translation of statement of Hector M. Garcia Dominguez (DOL 00228); pg. 342[3]
RX 26	Results of drinking water tests for SVO housing (DOL 00331-334); pp. 343-346
RX 27	Letter from USDA FSA County Exec. Director dated Aug. 4, 2015 (DOL 00457); pg. 347
RX 28	Photographs of drinking water on trucks in Sun Valley fields (DOL 01866-1868); pp. 348-350
RX 29	Photograph of incomplete early departure form (DOL 01945); pg. 351
RX 30	Back wage calculation summary (DOL 02128); pg. 352

[2] By agreement of the parties, pages 59-73 of the Administrator's Response will be excluded, as they include the names and personal contact information of Sun Valley's H-2A employees for the 2015 season. The names of the employees are separately provided in the parties' Joint Disclosures, so the inclusion of their personal information here is unnecessary.

[3] By agreement of the parties, page 342a will be added as the second page of the English translation of that statement, in the interests of completeness and context.

VII. Estimate of Time Required to Present Case-in-Chief

Sun Valley estimates that, in the event that a trial is necessary after the Court rules on the parties Motions for Summary Decision, no more than one day would be required to present Respondent's case-in-chief.

VIII. Additional Information

Sun Valley has no additional information regarding specialized equipment, nor other information that may aid the parties' preparation for trial. To the extent that any prior statements by potential witnesses are in the possession or control of the Administrator and have not been produced during discovery, based on the assertion of an "informant's" privilege, that such statements will be provided at trial.

Dated: June 22, 2017

Respectfully submitted,

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

Counsel for Respondent Sun Valley Orchards, LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2017 a copy of the foregoing was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

APPENDIX A

Respondent's Objections to Administrator's Proposed Exhibits

Exhibit	Objection
PX 1 – 3/4 guarantee spreadsheet	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 2 – meals/drinks calculations	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 3 – CCR transcript excerpts	All pages: hearsay. 29 CFR § 18.802. pp. 71-84 – irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) pp. 77-83 – lack of foundation or personal knowledge; hearsay. 29 C.F.R. § 18.802 p. 85 – confusing and hearsay. 20 C.F.R. §§ 18.403, 18.802 pp. 85-86 – speculation, lack of foundation or personal knowledge, and hearsay. 29 C.F.R. § 18.802 pp. 86-89 – irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) pp. 93-107 - speculation, lack of foundation or personal knowledge, and hearsay (29 C.F.R. § 18.802); unduly repetitive 29 C.F.R. § 501.34(b) pp. 104-105 – misstates and/or mischaracterizes testimony p. 112 – mischaracterizes testimony
PX 3-1 – CCR Ex. 25	No objection.
PX 4 – CCR video clips	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 5 – MAES transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 pp. 123-125 – irrelevant, immaterial, speculation, lack of foundation or personal knowledge, and hearsay - 29 C.F.R. §§ 18.402, 18.802, 501.34(b) pp. 125-128, 130-142 - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) p. 127 – hearsay - 29 C.F.R. § 18.802 p. 131 – misstates or mischaracterizes testimony pp. 138-142 – irrelevant, immaterial, speculation, lack of foundation or personal knowledge, and hearsay - 29 C.F.R. §§ 18.402, 18.802, 501.34(b) pp. 143-144, 149, 151-152 – hearsay, lack of foundation or personal knowledge, and speculation - 29 C.F.R. § 18.802 p. 153 – misstates or mischaracterizes testimony pp. 155-158 - hearsay - 29 C.F.R. § 18.802
PX 5-1 – MAES Ex. 22	No objection.
PX 6 – MAES video clips	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 7 – JLSL transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802

	pp. 168-171 - hearsay. 29 C.F.R. § 18.802 p. 174, 180, 182 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 174-186 - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) pp. 194-195 – hearsay. 29 C.F.R. § 18.802
PX 7-1 – JLSL Ex. 23	No objection
PX 8 – JLSL video clips	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 9 – HLCT transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 pp. 214-215 – hearsay. 29 C.F.R. § 18.802 pp. 216-225 - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) p. 220 – misstates or mischaracterizes testimony pp. 228-237, 255-256, 258-26 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 239-240, 258 – hearsay. 29 C.F.R. § 18.802
PX 9-1 – HLCT Ex. 27	No objection.
PX 10 HLCT video clips	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 11 – HMGD transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 p. 273, 286 – hearsay. 29 C.F.R. § 18.802 pp. 275, 281-287 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 276-287 - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) pp. 289, 291-292, 294-298, 300-305 - speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 292-293 – misstates or mischaracterizes testimony pp. 307-308 – confusing; misstates or mischaracterizes testimony pp. 318-319 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 p. 324 – speculation, lack of foundation
PX 11-1 – HMGD Ex. 21	No objection.
PX 12 - HMGD video clips	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 13 – DMA transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 p. 338 - hearsay. 29 C.F.R. § 18.802 pp. 339-340 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 340-349 - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b) p. 344-345, 347, 349-350 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 348-349 – object to form (leading) p. 351 – misstates or mischaracterizes testimony p. 354 - hearsay. 29 C.F.R. § 18.802

	pp. 356-357 – speculation, lack of foundation, hearsay. 29 C.F.R. § 18.802 pp. 358-360 – hearsay. 29 C.F.R. § 18.802
PX 13-1 – DMA Ex. 20	No objection.
PX 14 – DMA video clips	Lack of foundation; hearsay. 29 C.F.R. § 18.802.
PX 15 – RM Jr. transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 pp. 418-420, 437, 448, 482, 496 - objections to questions from Counsel for the Administrator
PX 15-1 – RM Jr. Ex. 11	Hearsay. 29 C.F.R. § 18.802.
PX 15-2 – RM Jr. Ex. 12	Irrelevant and immaterial; 29 C.F.R. §§ 18.402, 501.34(b).
PX 16 – JM transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 pp. 553, 559, 563, - objections to questions from Counsel for the Administrator
PX 16-1 – JM Ex. 19	Irrelevant and immaterial; 29 C.F.R. §§ 18.402, 501.34(b); otherwise inadmissible as proof of liability insurance. 29 C.F.R. § 18.411.
PX 17 – AH transcript excerpts	All pages: hearsay. 29 C.F.R. § 18.802 pp. 594, 604, 606, 611, 631, 641, 666, 698, 764, 786, 790 - objections to questions from Counsel for the Administrator pp. 605-611, 616-624, 650-652, 660-661, 678, 691, 695, 697-701, 724-725, 727-728 – lack of foundation, lack of personal knowledge, hearsay, 29 C.F.R. § 18.802 pp. 626-628, 632-642, 644-647, 651-659, 674, 716-719, 767-778, 785-790 - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b)
PX 17-1 – AH Ex. 1	Irrelevant, immaterial, unduly repetitive, and hearsay. 29 C.F.R. §§ 18.402, 18.802, 501.34(b).
PX 17-2 – AH Ex. 2	Irrelevant, immaterial, unduly repetitive, and hearsay. 29 C.F.R. §§ 18.402, 18.802, 501.34(b).
PX 17-3 – AH Ex. 3	Irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b).
PX 17-4 – AH Ex. 5	Irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b).
PX 17-5 – AH Ex. 6	Irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b).
PX 17-6 – AH Ex. 7	Irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b).
PX 18 – AH statement	Hearsay. 29 C.F.R. § 18.802.
PX 19 – E Pinon statement	Hearsay. 29 C.F.R. § 18.802.
PX 20 – RFA responses	Objections stated in the document.
PX 21 – Interrog. Responses	Objections stated in the document.
PX 22 – 2nd Interrog. Responses	Objections stated in the document.
PX 23 – payroll run excerpts	No objection.

PX 24 – May job card excerpts	No objection.
PX 25 – August job card excerpts	No objection.
PX 26 – Sam's Club search	Lack of foundation, irrelevant, immaterial. 29 C.F.R. §§ 18.402, 501.34(b)
PX 27 – Costco beer photos	Lack of foundation, irrelevant, immaterial. 29 C.F.R. §§ 18.402, 501.34(b)
PX 28 – housing photos	No objection.
PX 29 – bus photos	No objection.
PX 30 – drivers' license photos	No objection.
PX 31 – MSPA disclosures	Lack of foundation.
PX 32 – kitchen photos	pp. 1075-1084 – irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b)
PX 33 – interior photos	pp. 1094-1102 – irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b)
PX 34 – workers cooking photos	No objection.
PX 35 – workers in field photos	All pages - irrelevant, immaterial, and unduly repetitive; 29 C.F.R. §§ 18.402, 501.34(b)
PX 36 – meal receipts	Lack of foundation, irrelevant, immaterial, and hearsay. 29 C.F.R. §§ 18.402, 18.802, 501.34(b).
PX 37 – records of meal payments	Lack of foundation, irrelevant, immaterial, and unduly repetitive 29 C.F.R. §§ 18.402, 501.34(b).
PX 38 – worker departure forms	Hearsay. 29 C.F.R. § 18.802.
PX 39 – worker departure forms pt 2	Hearsay. 29 C.F.R. § 18.802.
PX 40 – I-129 petition	Lack of foundation, irrelevant, immaterial, and hearsay. 29 C.F.R. §§ 18.402, 18.802, 501.34(b).
PX 41 – emails between Perez-SVO	Hearsay. 29 C.F.R. § 18.802.

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: June 27, 2017

Recipient's Telephone No.: 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (including cover page): 8

Sender's Name: Jason E. Glick
Trial Attorney

Direct Phone Number: 646.264.3687

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003

Please find enclosed for filing the Administrator's Pre-Hearing Motion for an Order to Compel the Hearing Appearance of Respondent's Employee Agustin Hernandez, the declaration of Jason E. Glick in support, and a certificate of service.

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003

ADMINISTRATOR'S PRE-HEARING MOTION FOR AN ORDER TO COMPEL THE HEARING APPEARANCE OF RESPONDENT'S EMPLOYEE AGUSTIN HERNANDEZ

The Administrator intends to call Respondent's employee and manager Agustin Hernandez to testify at the hearing in this matter. Because Mr. Hernandez is within Respondent's control, the Administrator of the Wage and Hour Division ("Administrator") respectfully submits this motion for an order pursuant to 29 C.F.R. § 18.12(b)(3) to ensure Mr. Hernandez's appearance at trial.

The Parties Have Conferred but Have Not Reached Agreement Before Today's Pre-Hearing Motion Deadline

The parties have been conferring in good faith in an attempt to reach agreement that Respondent Sun Valley Orchards, LLC produce Mr. Hernandez at the hearing of this matter, scheduled for July 18-21, 2017. *See* Declaration of Jason E. Glick dated June 27, 2017 ("Glick Decl.") ¶ 6. However, because the parties have not been able to reach such an agreement by today's deadline for pre-hearing written motions, 29 C.F.R. § 18.33(c)(1), the Administrator

submits this motion today to ensure that the Court has sufficient time to consider the issue should the parties not resolve this dispute.

The Administrator plans to call Mr. Hernandez as a witness, but Respondent does not. Glick Decl. ¶ 5. After receiving Respondent's preliminary witness list, counsel for the Administrator began to confer with Respondent's counsel on June 22 in attempt to reach agreement either to use Mr. Hernandez's deposition testimony in lieu of his attendance at trial, or to ensure that Respondent would produce Mr. Hernandez as a hearing witness. *Id.* ¶¶ 5–6. The parties continued to confer on June 23, 26, and 27. *Id.* ¶ 6. Based on Respondent's representations to date, the Administrator is hopeful that the parties will reach agreement that Respondent will produce Mr. Hernandez to testify at trial. *Id.* ¶ 7. In that connection, Respondent's counsel has authorized the Administrator to report that Respondent is "already working to make [Mr. Hernandez] available, and believe[s] that this motion is premature and pointless." *Id.* ¶ 8. Because Respondent has not finally committed to ensuring Mr. Hernandez's attendance in advance of the pre-hearing motion deadline, the Administrator submits this motion today in an abundance of caution. *Id.* ¶ 9.

This Court Has the Power to Compel the Hearing Attendance of Mr. Hernandez, Respondent's Employee

Administrative Law Judges have the power to "[c]ompel the . . . appearance of witnesses within a party's control." 29 C.F.R. § 18.12(b)(3); *see also Immanuel v. U.S. DOL*, 139 F.3d 889, at *6 (4th Cir. 1998) (unpublished) (citing former 29 C.F.R. § 18.29(a)(3)) (distinguishing such power from subpoena power).

Respondent currently employs Mr. Hernandez as a manager and crew leader. *See* Glick Decl. ¶¶ 3–4. Accordingly, his attendance at the hearing is squarely within Sun Valley's control. *See, e.g., Dentsply Int'l Inc. v. Dental Brands for Less LLC*, 2016 WL 868335, at *2 (S.D.N.Y.

Mar. 4, 2016); *Wang v. Phoenix Satellite Television US, Inc.*, 2014 WL 116220, at *4 (S.D.N.Y. Jan. 13, 2014); *United States v. Brown Univ.*, 772 F. Supp. 241, 243 (E.D. Pa. 1991).

For the reasons stated above, the Administrator respectfully requests that the Court issue an order compelling Respondent to ensure the attendance of Mr. Agustin Hernandez at the hearing of this matter from July 18 to 21, 2017, on a date mutually agreeable to the parties, or for such other relief as may be appropriate.

DATED: June 27, 2017
New York, New York

Respectfully submitted,

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687
Fax: 646.264.3660
Glick.Jason.E@dol.gov

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

CERTIFICATE OF SERVICE

I, Jason E. Glick, an employee of the U.S. Department of Labor, in the Office of the Solicitor, Region II, 201 Varick Street, New York, New York, certify that on this 27th day of June 2017, I served the foregoing Administrator's Pre-Hearing Motion for an Order to Compel the Appearance of Respondent's Employee Agustin Hernandez, and the declaration of Jason E. Glick in support, via email on:

Christopher J. Schulte, Esq.
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street N.W., Suite 800
Washington, D.C. 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

Jason E. Glick

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003

DECLARATION OF JASON E. GLICK PURSUANT TO 28 U.S.C. § 1746

I, Jason E. Glick, declare under penalty of perjury that the following is true and correct:

1. I am an attorney at the Office of the Solicitor, U.S. Department of Labor. I am one of the attorneys who represents the Administrator of the Wage and Hour Division ("Administrator") in the above-captioned case.

2. I submit this declaration in support of the Administrator's Pre-Hearing Motion for an Order to Compel the Hearing Appearance of Respondent's Employee Agustin Hernandez, based on facts known to me.

3. Agustin Hernandez, Russell J. Marino, Jr. and Joseph Marino all testified at their depositions that Mr. Hernandez is Respondent's employee. *See, e.g.*, Administrator's Motion for Partial Summary Decision dated June 1, 2017, at 5, 23 (citing J. Marino Dep. 49:7–8, 60:4–14; R. Marino Dep. 64:23–65:2, 181:12–17; Hernandez Dep. 59:22–24, 156:11–14).

4. Page 21 of Respondent's June 1, 2017 motion for summary decision described Agustin Hernandez as "[o]ne of Sun Valley's non H-2A employees."

5. Late on the evening of June 16, 2017, Respondent served its Pre-Hearing Disclosures and Exchanges, including a witness list that did not include Respondent's employee Agustin Hernandez.

6. Beginning on June 22, 2017, and again on June 23, June 26, and June 27, my co-counsel Jacob Heyman-Kantor and/or I have conferred with Respondent's counsel in an attempt to reach agreement either that the parties may use Mr. Hernandez's deposition testimony in lieu of his attendance at trial, or to ensure that Respondent would produce Mr. Hernandez as a hearing witness.

7. Based on Respondent's representations, the Administrator understands that Respondent anticipates being able to guarantee Mr. Hernandez's attendance at the hearing but has not yet been able to commit to that.

8. Respondent's counsel authorized the Administrator to "report [Respondent's] position as — we are already working to make [Mr. Hernandez] available, and believe that this motion is premature and pointless."

9. Given today's deadline for pre-hearing written motions, the Administrator makes this motion today in an abundance of caution and to avoid last-minute motion practice should the parties be unable to reach an agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 27th day of June, 2017 in New York, New York

Jason E. Glick

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687

Fax: 646.264.3660
Glick.Jason.E@dol.gov

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: June 30, 2017

Recipient's Telephone No.: 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (Including cover page): 4

Sender's Name: Jacob Heyman-Kantor
Trial Attorney

Direct Phone Number: 646.264.3672

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003

Please find enclosed for filing the Administrator's June 30, 2017 letter and a related stipulation.

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3672
Fax: (646) 264-3660
Email: heymankantor.jacob@dol.gov

Reply to the Attention of: Jacob Heyman-Kantor, Esq.

June 30, 2017

Via FAX
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *In re Sun Valley Orchards*, LLC 2017-TAE-00003

Dear Judge Timlin:

Please find enclosed the parties' stipulation regarding Agustin Hernandez's appearance at trial. Accordingly, the Administrator withdraws her June 27 motion to compel Mr. Hernandez's attendance at trial.

At the upcoming July 5, 2017 prehearing telephone conference, in addition to discussing logistics for remote witness testimony (subject to the Court's granting leave for such testimony), the Administrator would also like to discuss logistics for submitting video deposition testimony for witnesses who are outside the United States or more than 100 miles from the hearing location.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: /s/ JHK
Jacob Heyman-Kantor
Trial Attorney

Enclosure

cc: Christopher J. Schulte, Esq. (via e-mail)

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent.

Case No.: 2017-TAE-00003

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties herein:

1. The Administrator intends to call Mr. Agustin Hernandez as a witness at the hearing in this matter on July 19, 20, or 21, 2017.

2. Respondent will ensure Mr. Hernandez's attendance at the hearing to appear as a witness when he is called to testify.

3. Following the July 5, 2017 pre-hearing phone conference, the Administrator will provide Respondent with the anticipated date that she will call Mr. Hernandez. If trial-related issues require a change to the date Mr. Hernandez will be called as a witness, the Administrator will notify Respondent as soon as possible but no later than immediately following the adjournment of trial on the preceding day.

Dated: 6/29/17
Washington, DC

Dated: 6/29/2017
New York, New York

JENNIFER S. BRAND
Associate Solicitor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

By: _____

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004

Counsel for Respondent

By: _____

Jacob Heyman-Kantor
Jason E. Glick
U.S. Department of Labor
Office of the Solicitor, Region II
201 Varick St., Room 983
New York, NY 10014

Counsel for the Administrator

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 07 July 2017

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

ORDER DENYING PARTIES' MOTIONS FOR SUMMARY DECISION

This matter arises under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501. A hearing is scheduled for July 18, 2017 at Cherry Hill, New Jersey.

On June 2, 2017, the Administrator filed a Motion for Partial Summary Decision. The Respondent also filed a Motion for Summary Decision that same day. The parties' motions included multiple supporting exhibits, such as interrogatory answers, job orders, payroll records, photos of Respondent's facilities, party declarations, and deposition transcripts. Both parties filed memoranda of law in opposition to each other's motions for summary decision on June 16, 2017.

In cases before this tribunal, the standard for summary decision is analogous to that developed under Rule 56 of the Federal Rules of Civil Procedure. Frederickson v. The Home Depot U.S.A., Inc., ARB No. 07-100, slip op. at 5 (ARB May 27, 2010). A motion for summary decision shall be granted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to decision as a matter of law." 29 C.F.R. § 18.72(a). A dispute is genuine if sufficient evidence exists on each side so that a rational trier of fact could resolve the issue either way. Adler v. Wal-Mart Stores, Inc., 144 F.3d 664, 670 (10th Cir. 1998). A fact is material if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or a defense asserted by the parties. Matsushita Elec. Indus. Co. Ltd. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986).

The party moving for summary decision carries the burden of proof. Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986). When considering a motion for summary decision, an ALJ does not assess credibility or weigh conflicting evidence, as all evidence must be viewed in the light most favorable to the non-moving party and all reasonable inferences made in her favor. T.W. Elec. Serv., Inc. v. Pac. Elec. Contractors Ass'n., 809 F.2d 626, 630-31 (9th Cir. 1987); see also Tolan v. Cotton, 134 S. Ct. 1861, 1866 (2014) (per curiam).

Upon review of the parties' motions for summary decision, supporting exhibits, and memoranda of law in opposition, the undersigned finds that multiple genuine issues of material fact exist. In particular, there is conflicting testimony regarding the central elements of the Administrator's claim; *e.g.*, whether the employees had full access to Respondent's kitchen facilities, whether manager Augustin Hernandez acted as Respondent's agent in selling prepared meals to the employees, whether the employees left prior to completion of their contract due to termination or resignation, whether Respondent sought to have the employees waive their three-fourth guarantee rights under the contract, and whether Respondent's housing and transportation fell below the applicable safety requirements. Resolution of these issues would require the undersigned to assess the credibility of deponent testimony and weigh conflicting evidence on the basis of a cold record, which is inappropriate when considering motions for summary decision.

For these reasons, the parties' motions for summary decision are **DENIED**.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Number: **2017TAE00003**

Document Title: **ORDER DENYING PARTIES' MOTIONS FOR SUMMARY DECISION**

I hereby certify that a copy of the above-referenced document was sent to the following this 7th day of July, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail/Email}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail/Email}

OFFICIAL REPORT OF PROCEEDINGS

before the

OFFICE OF ADMINISTRATIVE LAW JUDGES

of the

U.S. DEPARTMENT OF LABOR

In the matter of: Docket No.: 2017-TAE-00003

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR v. SUN VALLEY ORCHARDS, LLC

Place: Cherry Hill, NJ

Date: July 18, 2017

Pages: 1 - 165

Name of Reporter: Dominic Quattrociocchi

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

RECEIVED
SEP 6 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

BEFORE THE
U.S. DEPARTMENT OF LABOR
NORTHEAST REGION

In the Matter of:	:	
ADMINISTRATOR, WAGE AND HOUR, DIVISION, U.S. DEPARTMENT OF LABOR,	:	
Plaintiff,	:	
v.	:	Case No.: 2017-TAE-00003
SUN VALLEY ORCHARDS, LLC,	:	
Respondent.	:	

U.S. Department of Labor
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Tuesday,
July 18, 2017

The above-entitled matter came on for a hearing, pursuant to notice, at 10:00 a.m.

BEFORE: THERESA C. TIMLIN
Administrative Law Judge

APPEARANCES:

On behalf of the Plaintiff:

JACOB HEYMAN-KANTOR, Esq.
JASON GLICK, Esq.
U.S. Department of Labor
201 Varick Street, Room 983
New York, NY 10014
(616) 264-3672
(616) 264-3660 (fax)
heymankantor.jacob@dol.gov

On behalf of the Respondent:

CHRISTOPHER J. SCHULTE, Esq.
CJ Lake, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
(202) 465-3000
(202) 347-3664 (fax)
cschulte@cj-lake.com

JOSEPH MARINO
Representative
Sun Valley Orchards, LLC

Spanish Interpreters:

GWENYTH DOGGETT
710 Saint Vincent Street
Philadelphia, PA 19111
(267) 237-5708
gwendoggett@gmail.com

LISSETTE OLIVARES

MARIA GARCIA

MARCELA DE LA GARMA

Reporter: Dominico Quattrociocchi Date: July 18, 2017
OALJ Case Name & Numbers: Sun Valley Orchards, 2017-TAE-00003

WITNESS (FULL NAME)	DIRECT	CROSS	REDIRECT	RECROSS
Marco Giovanny Maldonado	15	42	73 83	74 84
Gustavo Marquez Perez	88	111	124	125 129
Jose Manuel Baltazar Cheguez	136	151		

EXHIBITS

EXHIBITS	IDENTIFICATION	RECEIVED	WITHDRAWN	REJECTED
ALJX 1	7	7		
JX 1-10	--	7		

PROCEEDINGS

(10:04 a.m.)

JUDGE TIMLIN: Okay. Good morning, everyone. This is a hearing, Case Number 2017-TAE-00003. It is in the matter of the Administrator, Wage and Hour Division, U.S. Department of Labor versus Sun Valley Orchards, LLC. And there was a related case against -- 2017-MSP-00002, versus Agustin Hernandez d/b/a Agustin Hernandez FLC, but that case has been settled, so we're only here on the Sun Valley matter.

This Sun Valley matter involves an action under the Immigration and Nationality Act Temporary Alien Employment H-2A visa program, which can be found at 8 U.S. Code Sections 1101(a)(15)(H)(ii)(a), 1188(c), and is implemented by regulations at 29 C.F.R. Part 501.

And at this time, Sun Valley representative, I'm Theresa Timlin and I'm the Administrative Law Judge who's going to decide this case. And at this time I'm going to ask the Administrator, who is the prosecutor in this case, to enter their appearance, please.

MR. HEYMAN-KANTOR: My name is Jacob Heyman-Kantor and with me is Jason Glick from the Department of Labor.

JUDGE TIMLIN: Okay. And for Sun Valley Orchards?

MR. SCHULTE: My name is Christopher Schulte for Sun Valley Orchards.

JUDGE TIMLIN: Okay. And I think there was -- before

we came on the record, Mr. Heyman-Kantor, you said you wanted to make a preliminary motion for sequestration. Do you want to do that now?

MR. HEYMAN-KANTOR: Yes, we would like to move to sequester witnesses.

JUDGE TIMLIN: Okay. Any response, Mr. Schulte?

MR. SCHULTE: No objection.

JUDGE TIMLIN: Okay. So we're going to sequester witnesses, so that means each party gets one party representative that can stay in the courtroom and hear all testimony, but everybody else who is a potential witness has to leave the room. So if there's anybody else hanging out here who's a potential witness -- who's your party representatives, just so I know?

MR. SCHULTE: Joseph Marino.

MR. MARINO: Joe Marino.

JUDGE TIMLIN: Marino, okay. And who are you using, Mr. Heyman-Kantor, as a party representative?

MR. HEYMAN-KANTOR: Steve Risko.

JUDGE TIMLIN: And what's his role?

MR. RISKO: I'm the Assistant District Director for the Wage and Hour Division, Southern New Jersey.

JUDGE TIMLIN: Okay, great. Okay.

And Mr. Marino is?

MR. SCHULTE: Co-owner of Sun Valley Orchards.

JUDGE TIMLIN: Okay, great. All right. I'm assuming the people who are talking out in the hall are potential witnesses. Is that what's going on? I'm just thinking we should close the door.

MR. HEYMAN-KANTOR: I can ask them to do that.

JUDGE TIMLIN: Well, I'm not concerned about the noise, maybe the court reporter is, but I'm concerned about the -- yeah.

All right, do we have any joint stipulations that the parties want to present before we get started?

MR. HEYMAN-KANTOR: Your Honor, we have filed with the Court joint stipulations of fact and also joint exhibits. I believe those would have been received by the Court on June 16th.

JUDGE TIMLIN: Probably, but do you want to read them into the record just so that they're fresh in my head?

MR. HEYMAN-KANTOR: Sure. Well, there's several pages. There's about 42 paragraphs.

JUDGE TIMLIN: Oh, okay. I'm just wondering because I'm sure that you filed them, but since there's been so many things filed, you might want to present a copy to me so that I'll have it with me --

MR. HEYMAN-KANTOR: Okay.

JUDGE TIMLIN: -- to make it an exhibit.

MR. HEYMAN-KANTOR: Okay. Here's a copy.

JUDGE TIMLIN: Okay. So what I'm going to do with this, Mr. Schulte, I'm going to make this an ALJ -- this is the Joint Stipulation of Agreed Facts and Joint Exhibits, and I'm going to make this ALJ Exhibit 1. And that way it stays as an exhibit of the case so that it won't get lost when we go to make the decision.

(Whereupon, the document referred to as Administrative Law Judge Exhibit 1 was marked and received into evidence.)

JUDGE TIMLIN: Okay. And in terms of joint exhibits, this is identified -- let me look at the last page. Okay, so the parties are offering Joint Exhibits 1 through 10 that are described on page 12 of ALJ Exhibit 1, and I'm assuming that there's no objection to the joint exhibits, so I'm going to admit them into evidence, all right?

(Whereupon, the documents referred to and previously marked for identification as Joint Exhibits 1 through 10 were received into evidence.)

MR. HEYMAN-KANTOR: Yes.

JUDGE TIMLIN: Okay.

MR. HEYMAN-KANTOR: Do you have a copy?

JUDGE TIMLIN: No, I don't. Thank you. All right.

Do you want to admit -- do we want to do your exhibits, admit what's admissible now or do you want to admit them as you're going through the exhibits? And I kind of prefer to get everything in that's not under dispute, that's not going to be objected to.

MR. HEYMAN-KANTOR: There are a couple of Respondent's exhibits that we have objections to, that we want to highlight for the Court.

JUDGE TIMLIN: Okay.

MR. HEYMAN-KANTOR: But otherwise, I think we're --

JUDGE TIMLIN: Well, let's do yours first. How many exhibits do you have that are just Administrator exhibits? I'm looking at one of the binders. There's nine binders and it looks like there's -- you've marked them as PX for Plaintiff, Plaintiff's Exhibits 1 through 41.

Mr. Schulte, are there any of those of which you are going to have objections to?

MR. SCHULTE: I think several of them, and we filed that with the Court as well. I could just share that with the parties. I think we filed that with the Court.

JUDGE TIMLIN: I'm sure you did. Do you know which ones they are?

MR. SCHULTE: It would be, I want to say, around June 21, there should be a table that references by exhibit.

JUDGE TIMLIN: I think we're going to -- I think I'm

going to hold it and we'll admit them as you start to offer them and you'll object as they come up.

MR. SCHULTE: It should go fairly quickly as we go.

JUDGE TIMLIN: And I have other files in this case, too, so --

MR. SCHULTE: Okay.

JUDGE TIMLIN: So the Plaintiff is going to have 41 exhibits. You're going to have how many exhibits?

MR. SCHULTE: I believe we have 30.

JUDGE TIMLIN: Right, 1 through 30.

MR. HEYMAN-KANTOR: Some of our exhibits we're simply offering to the Court as evidence, the deposition transcripts and videos of the workers, so those might come up. We stipulated to them being admissible, though, at trial.

JUDGE TIMLIN: What we'll do at the very end, anything that hasn't come in through a witness, we'll just go over, objections will be raised and I'll make rulings. Otherwise, bring them in through your witnesses, both of you, and we'll deal with the objections as they come up, okay?

MR. HEYMAN-KANTOR: Yes, Your Honor.

JUDGE TIMLIN: All right. So let's do -- Mr. Heyman-Kantor, do you have an opening?

MR. HEYMAN-KANTOR: Yes, Your Honor.

H-2A workers leave their home country and travel hundreds or thousands of miles to rural locations around the

United States where they do not know anyone and do not speak the language. These workers typically live on farms where they're dependent on their employers for transportation and any access to the outside world.

Because of their vulnerable situation, Congress and the Department have put in special rules, special protections, for H-2A workers and domestic migrant workers. Chief among those protections are that an employer must disclose the working conditions, including any meal targets implemented before H-2A workers travel to the farm, and also that neither the employer nor any affiliated person may profit off these workers' isolation.

But Sun Valley violated these rules. It told the government and the workers that all employees would have free and open access to a kitchen; they would not be charged anything for meals. In fact, the workers did not have kitchen access and had no practical alternative but to pay Sun Valley at least $75 a week for meals. Many workers did not want the meal plan, some even going so far as to spend at least $75 a week to try to use dangerous electrical appliances in their bedrooms to try and cook canned meals and save money.

Sun Valley's lead manager, Agustin Hernandez, also operated the company store, selling workers drinks and other items at a profit. Because of their isolation, workers who wanted to drink anything other than water while working long

hours in the fields had little choice but to purchase drinks from their boss at inflated prices. This arrangement supplemented the earnings of Sun Valley's crew leader, but pushed workers' wages below the minimum rate.

Beyond the company store and unlawful meal deductions, workers were also confronted with other intolerable work conditions. Among other things, Sun Valley transported workers from a housing facility to the fields each day in unsafe buses driven by workers who lacked driver's licenses; housed them in a dormitory that lacked proper screens and was infested with insects. Many of them worked picking vegetables for long hours, farming on those in the job order at a pace that many could not keep up with.

Despite their precarious and isolated circumstances, after several weeks, 19 workers decided to bring their conditions of employment to the attention of one of the company's owners. These workers would have been justified to simply quit as their working conditions were so intolerable as to amount to constructive discharge. When they dared to complain, they were fired. By doing so, Sun Valley violated the H-2A requirement that workers be allowed to work for at least 75 percent of the season, unless there is good cause to fire them.

After firing these workers, Sun Valley instructed them to sign forms, falsely stating that they had resigned for

personal reasons. Sun Valley did the same thing to other workers it admittedly terminated later in the season.

Your Honor, the Administrator expects to call several former Sun Valley workers who will talk about the conditions of employment that I've just described, and will also supplement the testimony of six workers whom the Administrator has already deposed. The Administrator will also call a Wage and Hour investigator who, among other things, will testify about how approximately $376,000 in back wages were calculated. These back wages are derived primarily from the undisputed amounts that workers were charged for meals, Sun Valley's own payroll records which show the number of hours the workers worked short of the three-quarters guarantee, and from the average number of drinks the workers bought at inflated prices.

Finally, the Administrator will also call a Wage and Hour district director who will explain how approximately $212,000 in civil money penalties were assessed and how that assessment was reasonable.

In its case-in-chief, Sun Valley will likely try to shift the blame to its manager, Agustin Hernandez, but it cannot do that for two reasons. First, the H-2A rules hold employers responsible for the conduct of affiliated persons, which are defined broadly to include an employer's manager. And second, when a company applies to hire H-2A workers, it guarantees that the conditions of employment will match what is

in the employer's H-2A application. The entire integrity of the H-2A program depends on employers not being able to outsource H-2A liability to third parties. If they could, then the government and the H-2A workers, who travel far from home, would not be able to rely on the promises in the job orders in the texts.

Your Honor, at bottom, this is a simple case. Sun Valley promised to the government and to H-2A workers certain basic living conditions in terms of employment and they failed to live up to those promises, exploiting its vulnerable and isolated workers in numerous ways. To ensure the integrity of the H-2A program and make workers whole, Sun Valley must pay the back wage they're owed. Sun Valley must also pay the civil money penalties that are needed to deter it and others from taking advantage of low-wage farm workers.

JUDGE TIMLIN: Okay, thank you.

Mr. Schulte, do you want to open now or reserve?

MR. SCHULTE: I'd rather reserve, Your Honor.

JUDGE TIMLIN: Okay. All right.

And Mr. Heyman-Kantor, do you have a witness for me?

MR. GLICK: The Administrator calls as a first witness Marco Giovanny-Maldonado, who is in the hallway.

JUDGE TIMLIN: Okay.

MR. GLICK: He will testify through an interpreter.

JUDGE TIMLIN: Okay. Can you just give me his last

name again? His last name?

MR. HEYMAN-KANTOR: Yes. Wait until we get --

JUDGE TIMLIN: We'll wait.

MR. HEYMAN-KANTOR: Yeah, and that spelling is different.

JUDGE TIMLIN: Okay.

MS. DOGGETT: Where would you like me, Your Honor, over here?

JUDGE TIMLIN: Yeah.

MS. DOGGETT: Okay.

JUDGE TIMLIN: There's no chair there. We need a chair for the witness. I don't know how that happened. Do you need a chair, also? Okay. We'll see how it goes and if you change your mind, we'll get you a chair.

MS. DOGGETT: There are two interpreters, so we might help each other out.

JUDGE TIMLIN: So if there's two interpreters, I should probably swear you both in at the same time, then. Can you bring her in too?

MS. DOGGETT: I did.

JUDGE TIMLIN: Oh, did you?

MS. DOGGETT: Um-hum.

JUDGE TIMLIN: Okay. All right, so I'm going to swear the interpreters in first. Just state your names for the record, please.

MS. DOGGETT: Gwen Doggett, G-w-e-n, D-o-g-g-e-t-t.

JUDGE TIMLIN: And your name?

MS. OLIVARES: Lissette Olivares, L-i-s-s-e-t-t-e, O-l-i-v-a-r-e-s.

Whereupon,

GWENYTH DOGGETT AND LISSETTE OLIVARES

were duly sworn to interpret the questions from English into Spanish and the answers from Spanish into English to the best of their knowledge and ability.

JUDGE TIMLIN: Okay, great.

Okay. So now, Mr. Glick, I missed his last name.

MR. GLICK: Maldonado.

JUDGE TIMLIN: Maldonado, M-a-l-d-o-n-a-d-o?

MR. GLICK: That's exactly right, Your Honor.

JUDGE TIMLIN: Great, okay.

Okay, Mr. Maldonado, if you can raise your right hand.

Whereupon,

MARCO GIOVANNY MALDONADO

was called as a witness by and on behalf of the Plaintiff, and after having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay, thank you. Okay, Mr. Glick.

DIRECT EXAMINATION

BY MR. GLICK:

Q. Mr. Maldonado, good morning.
A. Good morning.
Q. Did you work at a company called Sun Valley?
A. Yes.
Q. Do you remember what year that was?
A. Two years ago in 2015.
Q. And which months did you work there?
A. In the month of May. How long was I there?
Q. About how long were you there?
A. A couple of weeks.
Q. Did you work at Sun Valley on a visa?
A. Uh-huh. Yes.
Q. Do you remember what kind of visa that was?
A. H-2A.

JUDGE TIMLIN: Ms. Doggett, just make sure he understands that it's important to say yes or no. If he says something like uh-huh, that doesn't help us with the record.

THE WITNESS: Okay.

JUDGE TIMLIN: Thank you.

BY MR. GLICK:

Q. Was that your first time working on an H-2A visa?
A. No.
Q. Did you have experience working in agriculture before you worked at Sun Valley?
A. Yes.

Q. Where was that?
A. I worked on a farm in the state of Michigan.
Q. Any other experience working in agriculture?
A. In my country.
Q. I'd like to talk to you more about the work that you did at Sun Valley. What kind of work did you do there?
A. Picking, in agriculture.
Q. Was there a particular kind of picking?
A. Yes, asparagus.
Q. What was that work like?
A. You had to bend over and pick them from the ground.
Q. What was it like for you doing that kind of work?
A. It's hard.
Q. What made it hard?
A. Because it's not easy to be bent over all the time and it's heavy work.
Q. When you worked at Sun Valley, how many hours a day did you work?
A. It could be 12 hours or more, depending on the job.
Q. How were those hours decided?
A. We had to work until we had finished picking.
Q. Who decided whether you had finished picking?
A. The man in charge.
Q. What was the name of the man in charge?
A. Agustin.

Q. Could you work fewer hours than the hours that Agustin set?

A. We would work less if he would tell us we could go and rest.

Q. When did he tell you to go and rest?

A. Well, if he would notice if you were tired or exhausted, he would tell you to go rest.

Q. When you worked at Sun Valley, how many times did Agustin tell you to go and rest?

A. I don't remember exactly, but it was quite a few.

Q. Did you ever tell Agustin anything in response?

A. I would tell him that I didn't want to stop working, I wanted to work and then I would just rest a little bit.

Q. What did Agustin say in response to that?

A. He would say no. He would tell me to leave.

Q. Now, I'd like to talk a little bit more about what it was like working in the fields at Sun Valley. Were there bathrooms in the fields?

A. At the beginning, no.

Q. And then later?

A. Yeah, they did put some in later, but they weren't appropriate, because they were in trailers but the trailers were on their side and you really couldn't use them very well.

Q. When you were working in the fields at Sun Valley, what did you do if you needed to go to the bathroom?

A. At the time that I worked there, I didn't use the bathroom, only on my lunch hour.
Q. What about in the afternoon?
A. I didn't go.
Q. Was there water to drink when you worked in the fields?
A. At the beginning, no, but afterwards we asked for water and they brought us jugs of water, but the water wasn't clean and it was dirty.
Q. When they brought you the water, was there -- let me scratch that. Did the water ever run out?
A. Yes, we had to drink, there wasn't any more.
Q. How often did that happen?
A. I don't remember.
Q. Now I want to turn your attention to how you ate when you worked at Sun Valley. What did you do for food when you worked at Sun Valley?
A. When we arrived they told us that they were going to sell us food and that we had to pay $80 a week for food.
Q. Who told you that?
A. The man in charge.
Q. Was that Agustin?
A. Yes.
Q. What did that $80 a week cover?
A. Well, it would cover the food. They would give us

breakfast in the morning and then lunch and then dinner.

Q. Where did you eat the breakfast?

A. They had a dining room area at the farm.

Q. Where was that dining room?

A. There was the bedrooms, the dormitories, then the dining room and then the bathrooms.

Q. Was the dining room in the dormitories?

A. No.

Q. Was there a kitchen at Sun Valley?

A. Yes.

Q. Where was the kitchen?

A. In the dining room. There were tables where we sat and then on one side there was a kitchen where they prepared the food for us.

Q. Could you prepare your own food?

A. No.

Q. Why not?

A. We did not have an exclusive use of the kitchen. They told us that they would prepare the food and that they would give it to us, so the kitchen was for their use.

Q. Did you have any use of that kitchen?

A. No, we didn't have anything to prepare with, only they did.

Q. Did you have a choice about whether to pay for that food?

A. Since they didn't have another kitchen to prepare our food, we had to consume the food that they sold us.

Q. Now I want to go back to the meals during the day. Where did you eat the lunch?

A. We would have breakfast in the dining room, and then we go out to the fields and then we would return to the dining room for lunch.

Q. Did you eat lunch in the same place you ate breakfast?

A. Yes.

Q. How did you actually obtain the food?

A. Well, at the time when we would arrive at the dining room, they always had food ready, so we would go by with our trays and plates and they would serve it to us.

Q. Did the lunch include any beverages?

A. No.

Q. Did the dinner include any beverages?

A. No.

Q. Did you have anything to drink at lunch when you ate at Sun Valley?

A. Yes.

Q. What did you drink at lunch?

A. Juice, soda.

Q. How did you obtain those beverages?

A. When you would walk into the kitchen with your plate

to get food, there was a couple of refrigerators there that had soda and juice and we would take one.

Q. Could you take those beverages for free?

A. No. When you got to the end and they would see what you had to drink, they would write that down in a notebook to charge you later.

Q. And what about at dinner, did you drink anything at dinner?

A. Yes.

Q. Did you have to pay for those beverages?

A. Yes, any drink that we wanted to consume during lunch or dinner we had to pay for.

Q. Now I'd like to talk about -- go back to your work at the fields at Sun Valley. Did you drink anything other than water in the fields when you worked at Sun Valley?

A. So, yes, we did have water and when the manager brought the water out, he also came out with a cooler. In the cooler there was soda and juice, energy drinks, and if you took one, then he would write that down in a notebook and then you also had to pay for them.

Q. So for those drinks, when did you actually end up paying?

A. Everything that was consumed, as far as drinks, was written in a notebook and then on payday that was taken out of the pay, whatever we had spent on drinks.

Q. How often was payday?
A. Every week.
Q. I believe it was your testimony that you paid $80 a week for the meals.
A. Only for food, yes.
Q. When did you actually pay that $80?
A. After I got my check, I went to the dining room and asked how much I owed and that's when they told me and that's when I paid it.
Q. Now, in a typical day working in the fields at Sun Valley, when did you purchase the first drink?
A. We would go out early in the morning and I can't tell you exact times, but when I got thirsty, then I would get one of the drinks because the tap water that they gave us had a bad taste to it. So I don't know how many I consumed in a day.
Q. Did you usually purchase a beverage in the morning when you worked in the fields?
A. More than one. Maybe two, three, four.
Q. Was that two to four in the morning or during some other period of time?
A. That was in a period of time from 6:00 to 12:00. And then we would go to lunch and then in the afternoon when we came back I also consumed more drinks.
Q. And about how many drinks did you consume in a typical afternoon after lunch?

A. Three.
Q. What kind of drinks did you purchase in the fields?
A. Well, juice, Gatorade, soda.
Q. Did you see whether other workers purchased soft drinks in the fields?
A. Yes, usually all the drinks he had with him, he ran out because everybody was buying them.
Q. Did you see whether -- are you referring to Agustin or someone else?
A. About what?
Q. Who brought the drinks to the field?
A. Agustin.
Q. Did Agustin ever refill his supply of drinks during the day?
A. Yes.
Q. How do you know that?
A. So during the course of the morning there were a lot of workers and he would leave and then come back with more drinks.
Q. Do you know whether the other workers purchased about the same number of drinks as you or less or more?
A. I don't know.
Q. Now I'd like to talk about the kitchen again. Other than the beverages that we've been talking about, did you ever purchase anything else in or near the kitchen?

A. Well, cookies for example. There were some things that you could buy if you wanted to eat them.
Q. Did you see beer for sale?
A. Yes, they did sell that.
Q. Did you see cigarettes for sale?
A. Uh-huh. Yes.
Q. Did you see toilet paper for sale?
A. Yes.
Q. What about soap?
A. Yes.
Q. Where did you see the beer for sale?
A. There was a small house in front of the dining room, I don't know who lived there, but if you wanted it they would go there and get it.
Q. Who was that?
A. I did see some people buying it and I saw Agustin going to get the beer.
Q. Did you ever buy beer from Agustin?
A. Yes.
Q. How many times?
A. Twice.
Q. Do you remember how much you paid for the beer?
A. No, I don't remember.
Q. Do you remember what quantity of beer you bought from Agustin?

A. A 12-pack of beer.
Q. Were those cans or bottles or something else?
A. Cans.
Q. Now I want to go back to the cigarettes. Where did you see those for sale?
A. When they sold them to me, they got them from the kitchen.
Q. Who got them for you?
A. Agustin was usually the one that was there in the kitchen.
Q. Did you buy cigarettes from Agustin?
A. Yes, once.
Q. What size was the pack of cigarettes?
A. One twenty, twenty count.
Q. Do you remember how much you paid?
A. No.
Q. Did you see any of your coworkers buy cigarettes at Sun Valley?
A. Yes, many.
Q. Did they buy those from Agustin or someone else?
A. Everything that we bought we bought there. We didn't have any other options.
Q. So the cookies, did you buy those at the kitchen at Sun Valley?
A. Yes.

Q. Who sold those?
A. Agustin, right there in the kitchen.
Q. So everything else you told me about that was for sale at Sun Valley, was that -- were those items that you bought at the kitchen at Sun Valley?
MR. SCHULTE: Objection, he never said that he bought anything from Sun Valley. He's only ever said Agustin.
JUDGE TIMLIN: Objection sustained. Rephrase.
BY MR. GLICK:
Q. The other items that you told me about that you saw at the kitchen, do you know who sold them?
A. The man in charge there at Sun Valley sold them.
Q. During the time you worked at Sun Valley, did you ever leave Sun Valley?
A. Yes, I left there.
Q. Before you left in the end, were there any other times you left to go shopping or some other reason?
A. When we first arrived, they took me to a place and I bought a blanket and a pillow because we didn't have that.
Q. How did you get to that place?
A. One of the workers took us.
Q. Did that worker take you for free?
A. No, they charged us $10 per person.
Q. Other than that trip, did you ever leave Sun Valley to go shopping on any other times?

A. Yes, I did go to a store to send money.
Q. How did you get to that store?
A. A worker from there took us.
Q. Did they take you for free?
A. No, they also charged us $10.
Q. Why did you pay $10 for each of those rides?
A. Because if I didn't pay for it, I wouldn't be able to go.
Q. Now, in terms of the kitchen, what time of day were you able to purchase those items you were telling me about?
A. The kitchen opened earlier before work, maybe 5:00 a.m.
Q. Was there a time during the day or night when the kitchen was closed?
A. When we came back from work in the evening we would have dinner and then it was open for another hour or two hours and then it would close and then we couldn't buy anything else.
Q. And during the hours when the kitchen was open, could you store anything of your own in the kitchen?
A. I didn't have anything to store.
Q. Now I want to talk to you about the living area at Sun Valley. You lived at Sun Valley during the time you worked there?
A. Yes.
Q. Where was that?

A. The dormitory was a large room with bunk beds, one person on top and one person on the bottom.

Q. What were the bunk beds like?

A. Well, they were metal and when we arrived, the mattress was very thin and so that's why we wanted to go into the town, into the store to buy blankets and pillows to make it more comfortable.

Q. In the dormitory, was there a place where you could store food?

A. No.

Q. Was there a place where you could refrigerate anything?

A. No.

Q. Where did you store your clothes?

A. Well, my suitcase. I never took the clothes out of the suitcase that I arrived with. I would keep them there and then the dirty clothes would go into a bag.

Q. Why did you store your clothes that way?

A. I didn't have anywhere else to put it.

Q. Where were the bathrooms in the dormitories?

A. Outside the dormitory, across from the dormitory, the area with the bathrooms.

Q. What were those bathrooms like?

A. Well, they were separated, the toilets were in one area and the showers were in another area. And the toilets did

not have doors, they just had like plastic curtains. Some of them didn't even have that, and they were in very poor condition, very dirty.

Q. Were there ever any insects in the bathrooms?

A. Mosquitoes.

Q. Were there mosquitoes in the bathroom?

A. Yes.

Q. Was there enough hot water in the bathrooms?

A. Not enough. Sometimes there wasn't enough hot water.

Q. What would you do then?

A. Take a shower with cold water.

Q. During the time you worked at Sun Valley, did you ever do laundry?

A. Yes.

Q. How did you do your laundry?

A. The one time that I did wash clothes, next to the shower there were a couple of tubs with faucets, and so I would fill it with water and I would wash my clothes by hand there.

Q. Why did you do your laundry that way?

A. Well, because we were told that if we wanted to go to a Laundromat, then a worker would have to take us and we would have to pay for that anyway. So I opted to just do it on my own, by hand, and then I hung it up outside to dry.

Q. Who told you that the rides would be charged in that way?

A. From the very beginning that we got there, they told us that if we needed to leave there for any reason, that there were workers there that owned cars and could give us rides but that we would have to pay for those rides.

Q. Who explained all that?

A. The guy in charge of Sun Valley.

Q. I just want to make sure the record is clear. What was the name of that person?

A. Agustin.

Q. Do you remember where you were when he told you that?

A. We were outside the dormitory and we just arrived.

Q. Now, I want to talk about how you got from the dormitories to and from the fields. Did you walk or take a vehicle or something else?

A. There was a field; it was right next to the dormitory and we could just walk to that. But then there were some other fields that were further away and we go by a school bus to there.

Q. Who drove those school buses?

A. The workers.

Q. How did you know that they were workers?

A. Because I would see them in the fields with us.

Q. So they also worked for Sun Valley?

A. Yes.

Q. About how many days a week would you ride on one of

those school buses?

A. The days that I worked there, almost every day I had to get on the bus.

Q. And then on those days about how many times would you ride the bus?

THE INTERPRETER: The interpreter does not understand the question.

BY MR. GLICK:

Q. Let me clarify it. Would you ride the bus to get to the fields?

A. Yes.

Q. Did you also take the bus any other time during the day?

A. Yes. When we were in the fields that were further away, when it was lunchtime the bus would come and take us to lunch.

Q. And after lunch would you take the bus again?

A. Yes.

Q. About how long would you ride on the bus each of those times?

A. Well, the ones that were closer, about 10 or 15 minutes. There was one field that was further away and maybe that was a 20- to 30-minute ride.

Q. In terms of those rides -- let me ask, how much time did you have to eat for lunch?

A. I was told that lunch would be one hour, but a lot of times after 40, 45 minutes the man in charge would tell us it's time to go back to the field.

Q. And then would you go back to the fields?

A. Yes.

Q. Now, other than Agustin, do you remember the names of anyone else who supervised workers at Sun Valley?

A. When I signed my contract, I was told that my boss was Russell Marino, Jr.

Q. When did you sign that contract?

A. I signed the contract in Mexico.

Q. When you worked at Sun Valley, did you ever interact with Russell Marino, Jr.?

A. Only once, the day I decided to leave.

Q. So before that date, did you ever see Russell Marino, Jr. while you worked in the fields?

A. No.

Q. Did you ever see Russell Marino, Jr. while you ate your meals?

A. No.

Q. All right. Did you ever have the opportunity to ask any questions of Russell Marino, Jr.?

A. Well, on the last day, some of my coworkers and I wanted to talk to him because we were very -- we were upset about the working conditions there, but we were not able to

talk to him because he got very upset.

Q. What were you concerned about?

A. Well, the living conditions, I didn't like them and the way in which we were treated by the man in charge, we didn't appreciate that either, and we wanted to talk about it, but we weren't able to.

Q. So what did you do that day?

THE INTERPRETER: Your Honor, could I just -- could we switch?

JUDGE TIMLIN: Yes.

(Pause.)

JUDGE TIMLIN: Okay, repeat your question, Mr. Glick.

BY MR. GLICK:

Q. That day you were just telling me about, what did you next -- do next that day?

A. The next day I was there and then I left.

Q. I want to go back one day. I believe you were telling me that you sought an opportunity to talk about some concerns that you had.

A. Yes.

Q. And did you explain that you tried to talk to someone about those concerns?

A. After we saw this, we wanted to speak directly to our boss, but we couldn't.

Q. And when you say boss, what is the name of that

person you're referring to?

A. Russell.

Q. So what did you end up doing?

A. Well, when we wanted to speak to him, he arrived very angry, screaming. He started saying many things, but to be honest, I couldn't understand everything that he said because some things were in English. But basically, he said that he didn't need us and if we weren't happy there, we could leave.

Q. And how did you understand that part?

A. Because some of my coworkers, they understand, they understand English, the ones who were with me, and the man also speaks some Spanish.

Q. Where were you during that interaction?

A. We were outside of the dormitories.

Q. Did you have an opportunity personally during that meeting to explain any of your concerns?

A. Well, once I saw that this man was really angry, no, I didn't speak.

Q. Why not?

A. Well, because we were there and there were many of us, actually there were many of us who went. Many of us wanted to speak to him and this man was very angry. He was screaming.

Q. Did any of your coworkers have the opportunity to speak to him that day?

A. Yes.

Q. What did that person say?

A. I remember that that person wanted to speak to him, but he was angry. And we wanted to express that we were unhappy, that we were not in accord with what was happening, but he didn't let us.

Q. When you went to the meeting that day, did you plan to stay at work in Sun Valley or leave or what was your plan?

A. That day that this happened, they had sent me and another coworker to go and plant. We were working and so far as I know, it was the father of Russell who arrived. And so we were working, and I was with my companion and we working with the machine, and I think it was my companion who planted something wrong. And so this man got down from the tractor and he was very angry. He told my coworker to get out and actually, he even grabbed him by the arm. And after having scolded him, we continued working and when lunchtime came, we got together with other coworkers and we made a collective decision to go and speak to him.

Q. And was that a decision to say something in particular?

A. Well, yes, our intention was to work as well, but unfortunately, because of these problems that wasn't possible.

Q. After that meeting was it possible to continue working at Sun Valley?

A. Yes. Well, yes, when we went to spoke to this man,

our intention was to continue working. We wanted to explain to him the things that we were not happy with, but the intention was to continue working.

Q. And so by the end of the meeting, where did things stand?

A. When we spoke to this man and we started to leave, we actually still stayed there.

Q. And what happened next?

A. We left.

Q. Did you sign any documents before you left?

A. Yes, they gave us a sheet that was signed by the boss and it also had some, had some indications. We had to signal what the motive was for our departure.

Q. Was any information filled out on that form before you received it?

A. No, it just had already come signed.

MR. GLICK: Your Honor, may I have permission to approach the witness?

JUDGE TIMLIN: Sure.

MR. GLICK: I'm going to show the witness JX-8, page 91. Counsel has a copy in his binder.

JUDGE TIMLIN: JX what?

MR. GLICK: JX-8.

JUDGE TIMLIN: 8.

MR. GLICK: Page 91.

BY MR. GLICK:

Q. Mr. Maldonado, I'm showing you a document that is stamped at the bottom JX-8, page 91. Do you recognize this document, JX-8, page 91?

A. Yes.

Q. What is this document?

A. Well, this document, when they told us that we needed to fill it out before the meeting, it came in English and in Spanish.

Q. And is JX-8, page 91, the document that you filled out?

A. I think it didn't have this mark, but the content, yes, I think --

Q. Is the mark that you're referring to where it says JX-8, page 91?

A. Uh-huh. Yes.

Q. Other than the mark JX-8, page 91, is anything different about this document than when you filled it out that day?

A. Just that it had an English part and then also a translation into Spanish.

MR. HEYMAN-KANTOR: And if I could ask the translator to translate the line immediately to the right of the X.

(Whereupon, the interpreter translated the text for the witness.)

BY MR. HEYMAN-KANTOR:

Q. Mr. Maldonado, did you check that option?

A. I don't think that I had marked the option that said that I had to leave because of personal issues or personal problems.

Q. May I retrieve the binder? Did you leave Sun Valley because of personal problems?

A. Well, I left because of the problems that I had with my boss and when we went to speak to him and when he said we should leave, well, I decided to leave.

Q. Before your boss told you that you should leave, had you decided to leave?

MR. SCHULTE: Objection, he actually didn't testify to that at all. Misstates testimony.

JUDGE TIMLIN: Wait, don't answer. Don't answer. Restate your objection.

MR. SCHULTE: Misstates testimony. He did not testify that he was told to leave.

JUDGE TIMLIN: I'm going to overrule it. I thought I heard him say that his boss told him to leave.

MR. SCHULTE: If I may, Your Honor, he said if you want to leave, you can, and then he testified twice that he chose to leave. It's subtle, but it makes a difference.

MR. GLICK: Your Honor, may I be heard?

JUDGE TIMLIN: Yes, you can be heard. What you heard

is not what I heard, but go ahead, Mr. Glick.

MR. GLICK: I was simply going to call attention to the witness' most recent response, which I believe is consistent with the question that I had phrased.

JUDGE TIMLIN: Right, I was just paying attention to the thing he had just recently said also. Can we just erase that question and start it over again? Go ahead, Mr. Glick.

BY MR. GLICK:

Q. Before you attended the meeting that day, did you plan to leave Sun Valley?

A. No.

Q. Why did you leave Sun Valley?

A. I made the decision to leave Sun Valley because at the moment that I went to that meeting with my boss, he was overbearing, he was aggressive, and he told us that he didn't need us and that if we wanted to leave we could leave, so I decided to leave.

Q. Did you want to leave?

A. No.

MR. GLICK: If I could have one moment, Your Honor.

JUDGE TIMLIN: Sure.

(Pause.)

MR. GLICK: I just have a couple more questions at this time.

JUDGE TIMLIN: Sure.

BY MR. GLICK:

Q. Going back to the soft drinks that you purchased at Sun Valley --

MR. SCHULTE: Objection. Again, we've made this objection before and he said he purchased it from Agustin.

JUDGE TIMLIN: Yes. Rephrase it to say going back to the soft drinks that he said that he purchased from Agustin.

MR. GLICK: Understood.

BY MR. GLICK:

Q. The soft drinks that you purchased from Agustin, the soft drinks that you purchased when you were working at Sun Valley --

MR. SCHULTE: Objection, it's the same exact phrasing.

JUDGE TIMLIN: Well, there's a difference between "when you were working at Sun Valley" or "soft drinks you purchased from Sun Valley." I understand that there's a distinction there so I'm going to allow the "soft drinks that you purchased when you were working at Sun Valley." And I understand that your argument is that he didn't purchase them from -- he's testified that he purchased them from Agustin.

MR. GLICK: Thank you.

BY MR. GLICK:

Q. The soft drinks that you purchased when you were working at Sun Valley, do you remember how much those cost?

A. Well, the prices were varied. I don't remember exactly the price for each, but they had different prices.

Q. Did you ever pay in cash at the moment that you purchased those beverages?

A. No, I believe everything was written down and when they paid me my first check, it was withdrawn.

MR. GLICK: I have no further questions at this time.

JUDGE TIMLIN: Why don't we take a five-minute break before we start cross-examination, okay? So we'll go off the record.

(Off the record at 11:25 a.m.)

(On the record at 11:33 a.m.)

JUDGE TIMLIN: All right, Mr. Schulte, your witness.

CROSS-EXAMINATION

BY MR. SCHULTE:

Q. Good morning, Mr. Maldonado. I just have a few questions for you. How many days did you work at Sun Valley?

A. I think it was a few weeks.

Q. A few weeks. So how many weeks do you think it was?

A. Two.

Q. Two, okay. And so when you would go to work every day, would you -- they scan your bar code and record it into a computer, right?

A. Yes.

Q. Okay. And so every day that you worked would be

recorded in that system; am I right?

A. Yes.

Q. So the computer should have an accurate record of how many days you actually worked, right?

A. Yes.

Q. Okay. So if the computer said that you worked for seven days and not for two weeks, would that be right or would your memory now be right?

A. Well, actually, when they brought us in to work, we didn't start working right away and they had us there for a few days.

Q. How many days?

A. I don't remember.

Q. Okay. When were you first paid?

A. When we arrived -- well, after working a week, they paid us on a weekend.

Q. So on Friday, the end of the week that you worked?

A. Yes.

Q. Okay. And did you have American cash with you before that?

A. I don't remember, because when I arrived we went to buy the blanket and that type of thing and I remember being very short on money.

Q. Okay. And you had worked on an H-2A visa in Michigan. Was that before 2015 or after?

A. It was one year before working at Sun Valley.
Q. Have you ever worked on a visa in the United States since then?
A. The first time I came to the United States, that was in Michigan. The second time it was in Sun Valley.
Q. Have you ever worked since then on a visa?
A. Yes. After Sun Valley and up until now, I have been working with a visa.
Q. You had a different visa in 2015 after you left Sun Valley?
A. Yes. When I was at Sun Valley it was an H-2A. At the job I'm currently at, it's an H-2B.
Q. Okay, that wasn't the question. In 2015 after you left Sun Valley, did you come back to the U.S. on a different visa?
A. Yes.
Q. Okay, when was that? When did you come back?
A. The next year.
Q. Okay. In 2015, did you come back to the United States in 2015 on a different visa?
A. No.
Q. Okay. And 2016 was an H-2A?
A. No.
Q. H-2B?
A. Yes.

Q. And 2017, H-2B?
A. Yes.
Q. Now, in 2016 and 2017, did your H-2B employer provide meals?
A. Even they sell us meals. We have a living space, we have a kitchen and we cook.
Q. Did your employer provide the living space and the kitchen?
MR. GLICK: Objection, relevance.
JUDGE TIMLIN: Yeah, what is the relevance?
MR. SCHULTE: Just by way of comparison. The complaint is that the meal charge was unreasonable in 2016. I'm just trying to get to -- or 2015, rather -- what his comparable experience has been in other years.
MR. GLICK: The H-2B regulations provide for different requirements than H-2A regulations.
JUDGE TIMLIN: Right. If he's on an H-2B, it's another thing.
MR. SCHULTE: No, I understand. I'm just saying the point is that he purchased meals. The idea was kind of how much that would cost him to purchase that and what he would pay in rent, you know, kind of what -- if the idea is that he had lost money in 2015, I want to know what he's paying the other years. Our contention is that he came out ahead in 2015 by having a very affordable meal.

JUDGE TIMLIN: I think you could ask him questions about his situation in Michigan where he was also on an H-2A visa, but I don't think you can ask him -- I don't think you can compare H-2B, his situation as an H-2B worker to his situation as an H-2A worker.

MR. SCHULTE: My question isn't his visa status, it's that he would still purchase meals, he's still a human being who ate the meals in those years.

JUDGE TIMLIN: Right. No, I understand, I understand that. But Mr. Glick's point was that the whole setup is different.

MR. SCHULTE: No, I understand. I'm not saying his employers were required to in those years. I'm saying he clearly is still alive, so he purchased and ate meals in those years somewhere.

MR. GLICK: Your Honor, may I be heard?

JUDGE TIMLIN: Yes.

MR. GLICK: On the cost of the meals, we have objections in a variety of Respondent's proposed exhibits regarding this question of cost. The cost to purchase meals in some other place is not an issue in this case.

JUDGE TIMLIN: I mean, that's also -- I mean, I think that's also somewhat of a -- thing. So you have two problems here, Mr. Schulte, because you have two different kinds of visas and you also have two different situations. You have a

situation where they cook their own meals, they purchase their own -- well, the witness just said they purchase their own food and prepare meals versus this other situation that he had where meals were provided that they had at a cost. So again, I think you can explore what the situation was in Michigan, but I don't think you can explore the situations since then.

MR. SCHULTE: Okay. Again, there's no claim that his employers owed him that on H-2B visas. While I understood kind of what H-2B requirements are, part of it is, though, that he chose to keep coming back, you know, based on his decision-making process in coming. Part of the Administrator's argument is that this disclosure was required so that the workers could make an informed choice about whether to come to the United States or not, and part of it is, you know, a fairness issue that they were paying some amount of out-of-pocket and questioned whether that is a reasonable amount that was charged to them or not.

JUDGE TIMLIN: But how are you helping yourself since his decision to return was on a different type of visa altogether?

MR. SCHULTE: Because he knew when he came here that he would be paying for his food and he still chose to come here.

JUDGE TIMLIN: But he's on a different visa. He's not an H-2A --

MR. SCHULTE: That's right.

JUDGE TIMLIN: -- employee anymore. I'm not following an argument that says -- I mean, if he had come back on another H-2A visa, I could see where you could maybe make that argument, but he chose to not come back on an H-2A visa at all and come back on a different kind of visa.

MR. SCHULTE: Okay, I'll start with the Michigan and then --

JUDGE TIMLIN: Okay.

MR. SCHULTE: -- we can see where that goes.

JUDGE TIMLIN: All right, go ahead.

BY MR. SCHULTE:

Q. When you came to Michigan in 2014, were meals provided to you or did you purchase meals?

A. When I arrived in Michigan, I was given a living space, I was given a bedroom, there was access to a kitchen, there was access to a laundry room. We had all the amenities.

Q. That really wasn't the question. Were meals prepared for you or did you buy your own food?

A. I prepared food.

Q. How much did it cost per week to buy your groceries?

A. The living space where I was located, it was shared by four people, so we would share. The food costs would be between 35 to $40.

Q. And how long would it take you to prepare lunch? If

you came back, would you cook your lunch?

A. In the morning I would prepare my own breakfast. In the afternoon I would prepare my lunch. I would already come with my lunch prepared.

Q. You would come where with your lunch prepared?

A. We would go out to the fields to pick apples.

Q. So would you prepare your lunch before you went to the field and stay in the field all day?

A. Yes.

Q. So you didn't have a hot lunch?

A. Well, no.

Q. Okay. Why didn't you go back to that job in 2015?

A. Because the boss told us in the period that I was there, in the moment that I went there, the boss told us that he was going to bring us back, but I don't know why he ended up not bringing us back.

Q. Had you picked apples before that year?

A. No.

Q. Were you good at picking apples?

A. I did it with a lot of effort.

Q. Okay. I'll take that as a no. Had you ever picked asparagus before?

MR. GLICK: Objection. Is counsel testifying?

JUDGE TIMLIN: I'm taking that as an aside that it does not count as testimony. Okay, go ahead. The question was

had he ever picked asparagus before.

THE WITNESS: No.

BY MR. SCHULTE:

Q. Is picking asparagus easier or harder than picking apples?

A. Every job is difficult, but it's different.

Q. Not harder, not easier, exactly the same?

A. It's a little harder.

Q. Okay. When you got the copy of the job order before you came to the United States in 2015, did it say that you'd be picking asparagus?

A. Yes.

Q. How far from the asparagus fields was the dormitory?

A. There was one field that was right beside the dormitory.

Q. Did you work in that field most of your time during your week?

A. The days that I would work, that we started -- well, they had their own way to start. We would start in one field and then we would go to the next.

Q. Right. Did you mostly work in the fields that were near the dormitories?

A. That's where we would begin, but there were more.

Q. Okay. How many times did you ask to cook food in the kitchen?

A. Well, when we arrived they told us that they were going to sell us the meals. There wasn't a kitchen.

MR. SCHULTE: Objection, nonresponsive.

BY MR. SCHULTE:

Q. The question is how many times did you ask to use the kitchen?

A. I didn't ask. I didn't ask to use it because I didn't have anything to prepare.

Q. When you went to the store, did they sell food at the store?

A. Yes.

Q. But you didn't buy any?

A. No, I had nowhere to store it.

Q. Did you ask to store it in the refrigerator?

A. No.

Q. Did you put anything in the locker that Sun Valley provided you?

A. There were lockers, but there were few and they were mainly occupied when I arrived.

Q. Okay. Why didn't you mention that before when they asked where you kept your gear?

A. They asked me where, they asked me if I had a place to put my things and I said no.

Q. When they asked you before if there were beverages available at lunch or dinner, was water available?

A. I don't understand.

Q. I'm going to try to make it more simple. Was water available at lunch or dinner?

A. Well, there was always water coming from the pump, but it wasn't good.

Q. Do you know if the water was inspected by anyone before you arrived?

A. No.

Q. No. Do you know if the housing was inspected before you arrived?

A. I don't know.

Q. You don't. If you had the choice, would you prefer to drink water or soft drinks or juice?

A. Water.

Q. Then why did you purchase drinks when you were in the field?

A. Because when we asked for water and they took us water, I tried the water and it had a bad taste, so I opted to purchase the drinks and not drink the water.

Q. So if other people testified that that wasn't true, would they be telling the truth or would you?

MR. GLICK: Objection.

JUDGE TIMLIN: It's sustained. No, I sustained that one.

BY MR. SCHULTE:

Q. When you're home do you prefer water or juice?
MR. GLICK: Objection, relevance.
JUDGE TIMLIN: Overruled.
THE WITNESS: When I'm at my house, I drink water.
BY MR. SCHULTE:
Q. You never drink juice or soft drinks?
A. When I go out to work, first I drink water but I also bring a soda for lunchtime, but I prefer water.
Q. When you worked in Michigan did you only drink water or did you drink other things?
A. Water.
Q. Only water?
A. They offered us bottles of water. However, if we wanted to drink soda or something else, we would bring it in our own lunchbox, but that was personal use.
Q. Did you buy that yourself?
A. Yes. When we were working, we would share food costs, but if you wanted to buy soda or juice then that was a personal cost.
Q. How much would it cost to buy a soda or a juice, then, in Michigan?
A. I don't remember.
Q. In your jobs since Sun Valley, in 2016 and '17, did your employers provide you with free sodas or juice there?
MR. GLICK: Objection, relevance.

JUDGE TIMLIN: I'll allow it.

THE WITNESS: I don't understand the question.

BY MR. SCHULTE:

Q. Okay. Let's take for example, for 2016, did your H-2B employer give you juice or soft drinks for free?

A. No.

Q. Did you ever buy your own?

A. With this employer, when we -- if I want to buy juice or soda, I have to buy it with my own money.

Q. When you say that the -- you said in your testimony before that the cost was taken out of your pay. What do you mean by that?

A. That means that they write down what you consume and when you go to cash your check or get your check, it's deducted.

Q. Okay, deducted is a term of art, that's a specific legal term. Did you receive your full check and then you gave cash to Agustin or to someone else?

MR. GLICK: Objection to the first part of the question.

JUDGE TIMLIN: Okay. When there's an objection, can you just --

THE INTERPRETER: Stop.

JUDGE TIMLIN: -- stop? I'm sustaining the objection to the first part of the question, but the second part of your

question was actually fine, so --

MR. SCHULTE: I'll rephrase, Your Honor.

JUDGE TIMLIN: Yeah.

BY MR. SCHULTE:

Q. When you received your paycheck, did you receive the full amount of the check and then give money from that to Agustin afterward?

A. Yes.

Q. Did you ever give any money to anyone else at Sun Valley?

A. Just when they gave me a ride.

Q. Did you ever ride in the school bus, in the bus to go to the store that Sun Valley provided?

A. No, it was just to go to work.

Q. So rather than go when the rest of the group went to the store, if you went on a different day with a private worker, you would pay that private worker?

MR. GLICK: Objection.

JUDGE TIMLIN: Basis for the objection?

MR. GLICK: Confusing and there's no testimony about modes of transportation.

JUDGE TIMLIN: Right, I think -- yeah. I think you are -- you're kind of making assumptions and adding some facts in that haven't come out in his testimony. His testimony was that the -- his testimony was that he took -- that he could pay

somebody for rides in their personal cars to get to stores and that he used the school bus just to go work. There's been no testimony that the school bus was available for any other use, so --

MR. SCHULTE: Okay, but it was offered because I just didn't want to -- I wanted to clarify that there was an alternative, that free transportation was provided and that if he chose to go on other days than that --

JUDGE TIMLIN: Okay, then you have to ask that question because --

MR. SCHULTE: Okay.

JUDGE TIMLIN: -- that has not been established at all.

BY MR. SCHULTE:

Q. Okay. Was there an opportunity provided by Sun Valley to take you to the store?

A. No.

Q. Okay. Did any of the Marinos ever see you buy sodas or buy drinks from Agustin?

MR. GLICK: Objection, personal knowledge.

MR. SCHULTE: Whose personal knowledge?

JUDGE TIMLIN: Yeah.

MR. SCHULTE: The question is whether the Marinos saw it. Can we do something?

JUDGE TIMLIN: Right. Well, yeah.

MR. SCHULTE: I'll rephrase.

BY MR. SCHULTE:

Q. Were they ever present when you purchased -- did you ever see them when you were buying drinks from Agustin?

A. There was a man who was always making rounds around there, but I don't know if he saw it.

Q. Do you know who that man was?

A. I don't know his name.

Q. Okay. But you know it wasn't Russell Marino?

A. No. So far as I understood, it was his father.

Q. You testified earlier that you saw his father when you were planting. Was he the same man?

MR. GLICK: Objection, misstates testimony.

JUDGE TIMLIN: Okay, wait. Actually, I'm going to allow the question because I did hear him say that Mr. -- that Russell Marino, Jr.'s father was at the field that one day. So yeah, he can answer.

THE INTERPRETER: I'm sorry, can I have the question again?

MR. SCHULTE: Of course, I'll try again.

JUDGE TIMLIN: Right, right, right.

BY MR. SCHULTE:

Q. Had you ever seen Russell Marino, Sr. while you were working at Sun Valley?

A. Yes.

Q. Was he the man that you saw walking around?
A. Around where?
Q. The man you said who was walking around when you were buying drinks.
A. What I was trying to express was the fact that he was always around there. I don't know if he was observing us buying.
Q. Okay. Was it this man?
A. No.
Q. Okay. Was it Russell Marino, Jr.?
A. No.
Q. Russell Marino, Sr.?
A. As I mentioned before, I believe it was his father, but I don't know for sure.
Q. How many paychecks did you get from Sun Valley?
A. From working, one.
Q. From one, okay. Were any amounts withheld on the check? You know, so you had earned wages and there were amounts withheld on the check.
A. No.
Q. Did you ever give money to Sun Valley, to any of the Marinos?
A. No.
Q. Okay. You testified earlier that you bought two 12-packs of beer; is that right?

A. I said what I remember.
Q. Was it correct that you said that there were two 12-packs?
A. Yes.
Q. And you drank all of those beers yourself?
A. No.
Q. How many did you drink?
A. I don't remember. It could've been two or three. I wasn't by myself.
Q. What did you do with the rest?
A. It wasn't completely mine.
Q. Okay. You testified that the hot water ran out. Would there be more hot water if you waited?
A. I don't know.
Q. Did you ever try?
A. I looked for the hot water. I opened it and there wasn't any, and I took a shower.
Q. So you never waited, was the question.
A. Well, I waited a little, enough to have it come out.
Q. No, no. I mean not a few seconds from when you turn it to when it comes out of the tap. I mean a few minutes after somebody's left the shower until there's hot water again.
MR. GLICK: Objection, misstates testimony.
JUDGE TIMLIN: I'll allow it.
THE WITNESS: Yes, I waited.

BY MR. SCHULTE:

Q. Okay. Who did you complain to about the cold water?

A. One of the coworkers commented to the person in charge, but they never said anything.

Q. I object to that as hearsay. Did you ever speak to anyone?

JUDGE TIMLIN: You kind of opened the door because you asked the question.

MR. SCHULTE: No, I asked who did he speak to.

JUDGE TIMLIN: Oh, okay. All right, agreed.

MR. SCHULTE: Not who did someone else tell.

MR. GLICK: The rules of hearsay, first of all, are not strictly applied in these proceedings and in H-2A regulations.

JUDGE TIMLIN: I understood that it wasn't -- I would actually strike it as nonresponsive to the question because --

MR. SCHULTE: That's fine.

JUDGE TIMLIN: -- the question was did you complain. And he went somewhere else with that. So move on.

BY MR. SCHULTE:

Q. Okay. As far as drinking water and the taste of drinking water, did you personally ever complain about that?

A. Yes.

Q. Who did you talk to?

A. The first time I tried that water, I told the person

in charge that it did not taste good.

Q. Who was the person in charge?

A. Agustin.

Q. When was that?

A. While I was working there in the fields.

Q. What day? Your first day there, after seven days?

A. Yes, the first day I worked there.

Q. Did you ever talk to anyone else about it?

A. No.

Q. You never told Mr. Marino?

A. No.

Q. Did you ever tell Russell Junior?

A. No.

Q. Did you ever say anything to Mr. Marino?

A. No.

Q. Did you ever say anything to Russell Junior?

A. No. If we had a question, we had to go through the man in charge.

Q. What do you mean you had to? Who told you that?

A. The man in charge was always the one that was with us. The Marino men were in the area but they never came close enough --

Q. Did you ever try? I'm sorry. Did you ever try to speak with them?

A. The last day we were there we tried to talk to the

boss.

Q. Was Mr. Joe Marino at the meeting that you talked about earlier?

A. No.

Q. Was there anyone else from the Marino family at the meeting other than Russell Junior?

A. It was he and Agustin when we wanted to talk to him.

Q. No one else, not Russell Senior, not Russell's uncle?

A. No, no.

Q. If you had known about the meal charge, would you still have come to work at Sun Valley?

A. Yes.

Q. The meals that were prepared, how was the food, was it good food?

A. It was so-so.

Q. Are you a better cook?

A. Yes.

Q. Yeah. How much of your time was spent cutting asparagus compared to other jobs?

A. I don't understand the question.

Q. Okay, never mind. How many workers were living in the dormitory while you were there?

A. I don't know exactly how many, but there were a lot of us.

Q. Fifty, a hundred?

A. I don't know.
Q. No idea?
A. No, there were a lot.
Q. More than 19?
A. There were a lot of us. There was a mixture of those of us that had been contracted and arrived there, plus the ones that were already there. We were all mixed together.
Q. Okay. So how many people left with your group?
A. It was 19 of us.
Q. And how many people were left?
A. When we arrived, there were already people there with visas. So when we left, I don't know how many were left.
Q. How many people were left that lived in the dormitory?
A. How many were left? I don't know.
Q. Were there more left than were in your group or more in your group than were left?
A. I think it was about half.
Q. And the half that stayed, they were living in the same dormitory?
A. Yes.
Q. Using the same bathrooms?
A. Yes, the bathrooms and showers that were there were the same for all of us.
Q. Eating the same food?

A. Yes.
Q. Buying the same soft drinks?
A. Yes, everybody bought them.
Q. Doing the same work in the field?
A. Yes.
Q. Drinking the same water?
A. After I left, I don't know if they continued to drink the same water, but while I was there, yes, we all drank the same water.
Q. Was there any difference between the group that left and the experience of the group that stayed?
A. No, I don't understand.
Q. What you described as your experience at Sun Valley, was that any different from the experience of the workers who stayed?
A. The experience that we had, those of us that left, yes, it was the same.
Q. Okay. Do you know why Russell Marino, Jr. came to the dormitory on your last day?
A. Because at lunchtime we told the man in charge, Agustin, that we wanted to talk to Russell.
Q. Did you tell him that you wouldn't go back to work?
A. No, we weren't going to stop working. We just wanted to talk to him about the things that we were unhappy about. But the only thing that ended in that meeting was that he told

us he didn't need us and we could leave.

Q. That's not what you said before, is it?

A. I don't understand.

Q. Didn't you say that he told you, if you don't -- Agustin told you, if you don't like it, you can leave?

A. No, Agustin was there, but the one that said it was the boss.

Q. Who's the boss?

A. Russell Marino, the man who contracted us.

Q. Okay. Did he ever tell you had to leave?

A. Yes. When the whole thing happened and he got very angry and yelled, yes, he told us he did not need us and we could leave.

Q. You could leave?

A. Yes.

Q. Did he say you could not come back to work?

A. He practically fired us.

Q. Did he actually fire you?

A. We did not want to have this conversation in order to leave. We wanted to have a conversation with him to explain the things we were unhappy about, but that we were not able to do that.

Q. That wasn't the question. Did he actually fire you and tell you could not continue to work there?

MR. GLICK: Objection, compound and calls for a legal

conclusion.

MR. SCHULTE: I'll rephrase.

JUDGE TIMLIN: Yeah, the compound part I'll sustain.

BY MR. SCHULTE:

Q. Okay. Did he tell you you couldn't come back to work?

A. He told us he didn't need us and if we wanted to leave we could leave and we opted to leave.

Q. Okay. Does asparagus grow very quickly?

A. Yes.

Q. What happens if you don't cut it?

A. As far as I know, asparagus grows from one day to the next and if it doesn't get cut, it grows too large and then it's not any good anymore.

Q. Okay. Did anyone at the meeting tell you that they needed workers to be able to pick the asparagus?

A. I don't understand.

Q. Did Joe Marino ask you to stay because the asparagus would be ruined if you didn't pick it?

MR. GLICK: Objection. His testimony was that Joe Marino wasn't present at this meeting.

JUDGE TIMLIN: Right, that's what I heard, too. Yeah, I think you have to ask a different question. I'm sorry, Mr. Schulte.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Maybe at some point there will be testimony that Mr. Joe Marino was there, but at this point there hasn't been that testimony. So the question that you have to ask can't assume that.

BY MR. SCHULTE:

Q. Okay, there will be, but for now, did anyone at the meeting tell you that Sun Valley needed workers to be able to cut the asparagus?

A. Which meeting?

Q. The meeting with Russell Marino.

A. When we had the meeting with him, we already knew that we had to cut the asparagus. When we signed the contract it laid out what --

Q. Okay.

A. -- we were supposed to be picking.

Q. You understood that you took an oath and you need to tell the truth. You need to take that very seriously and pay close to attention when I ask the questions.

MR. GLICK: Objection.

JUDGE TIMLIN: Yeah.

MR. SCHULTE: He's given nonresponsive answers to about two-thirds of my questions. I don't know what his agenda is, but it's not to answer our questions.

JUDGE TIMLIN: Okay. Okay, I can instruct him on that and you can ask to give him an instruction on that without

any of the preface.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay.

So Mr. Maldonado, I want you to listen closely to what he asks you and answer the exact question that he asked you.

THE WITNESS: Yes.

JUDGE TIMLIN: Okay, okay. So now --

MR. SCHULTE: Thank you.

BY MR. SCHULTE:

Q. Did anyone at the meeting tell you that Sun Valley would lose its asparagus crop if the workers left?

A. No.

Q. No. Was it possible for the workers who remained to be able to do all of the farm work for the whole crew?

MR. GLICK: Objection, calls for speculation.

JUDGE TIMLIN: Right, I'm not sure how he would know that, so sustained.

BY MR. SCHULTE:

Q. Was there enough work for all of the workers who were there? Were you kept busy?

A. Yes.

Q. Would it be difficult for half as many workers to do the same amount of work?

MR. GLICK: Objection.

JUDGE TIMLIN: Basis?
BY MR. SCHULTE:
Q. If you know.
JUDGE TIMLIN: Overruled. He can answer.
THE WITNESS: Well, it could be difficult, yes.
BY MR. SCHULTE:
Q. How many hours a day were you working?
A. It could be 12 or more.
Q. How many hours are in a day? How many are there in each day?
THE INTERPRETER: The interpreter's not understanding your question.
MR. SCHULTE: In a day, how many hours are there?
THE INTERPRETER: Work hours?
MR. SCHULTE: No, just a day. One time around.
THE WITNESS: I don't understand.
BY MR. SCHULTE:
Q. Okay. From noon one day to the -- there are 24 hours in a day, right?
A. Yes.
Q. Okay. So if half as many people are doing the same work, they would have to do it for twice as long, right?
A. No, I don't understand.
Q. Of course not. Okay, have you spoken with counsel here about your appearance today?

A. Yes.
Q. When?
A. I spoke with the two attorneys last year and then this year and then with the worker -- well, with both of these attorneys I spoke to last year.
Q. Do you remember what time of year?
A. I don't remember the date last year.
Q. Did they call you or did you call them?
A. I had contact with a man from the Department of Labor. His name is Jose, but I had contact with him first and then I spoke to the attorneys.
Q. Did he call you first or did you call him?
A. He called me.
Q. Okay. Do you know how he found your phone number?
A. No.
Q. Are you sure?
A. I don't remember.
Q. Did you ever call anyone else about your work at Sun Valley?
A. I don't understand.
Q. After you worked at Sun Valley, did you ever pick up the phone and call someone else about that work?
A. No.
Q. Did you ever speak to anyone other than the three people you've mentioned, Jose and the two lawyers here, about

your work at Sun Valley?

A. I did not speak to anyone else.

Q. No one else? No organization in Mexico?

MR. GLICK: Objection, assumes facts not in evidence.

MR. SCHULTE: The question was did he.

JUDGE TIMLIN: It's overruled.

THE WITNESS: Not me.

BY MR. SCHULTE:

Q. No. Do you know how -- did Jose tell you how he got your phone number?

MR. GLICK: Objection, asked and --

JUDGE TIMLIN: I don't know that it was asked and answered, so it's okay.

THE WITNESS: They were in touch with some other of my coworkers and I believe one of them gave him my number.

BY MR. SCHULTE:

Q. Is that what Jose told you?

A. I don't remember.

Q. Do you know how many -- who else he spoke with?

MR. GLICK: Objection, personal knowledge and informant's privilege.

JUDGE TIMLIN: I'm just wondering how closely it's tied into the informant's privilege. I'm not sure where we're going with this.

MR. GLICK: I mean, I have a concern. I think some

of this is -- I appreciate Mr. Schulte should have an opportunity to make, you know, some limited inquiry here. I'm not sure of its relevance, but I don't see it going anywhere.

JUDGE TIMLIN: Yeah, I'm just concerned, Mr. Schulte, about where you're going.

MR. SCHULTE: What's the concern with the informant's privilege?

JUDGE TIMLIN: Yeah.

MR. SCHULTE: No, I'm sorry, what is the concern?

JUDGE TIMLIN: That you're asking him -- if you start asking him about identities of other people that he's -- other people who may have spoken to the Department of Labor, it seems to me that that's treading into the government informant's privilege and I don't think you can go there.

MR. SCHULTE: He doesn't hold the privilege, though.

JUDGE TIMLIN: I understand, which is why I don't understand why the government hasn't been objecting and jumping up and down, but they haven't, so go ahead.

MR. SCHULTE: So we can't know who the accusers are here?

JUDGE TIMLIN: You can continue with your questions. Go ahead.

BY MR. SCHULTE:

Q. That's okay. You testified that there were bathrooms available in the field on trailers; is that right?

A. Yes.
Q. Okay. For your work at Sun Valley, was there any time that you worked that you feel like you weren't paid for?
A. No.
Q. Do you feel that Sun Valley owes you any money?
A. No.
MR. SCHULTE: No further questions.
JUDGE TIMLIN: Okay, any redirect?
MR. GLICK: Briefly, Your Honor.
JUDGE TIMLIN: Okay. Because what I want to do is finish with this witness. I'm going to have a few questions. I want to finish with him and then we'll take a break for lunch.
MR. GLICK: Understood.
JUDGE TIMLIN: Yeah. Go ahead.

REDIRECT EXAMINATION

BY MR. GLICK:
Q. Mr. Maldonado, before you worked in Michigan, did you receive any information about whether you would have to pay for meals?
A. I don't understand the question.
Q. Did you receive any documents about the work in Michigan before you went to work there?
A. Yes, a contract.
Q. Do you remember whether that contract said anything

about whether you would be given free access to a kitchen?

A. No, it doesn't specify.

Q. Now, when you worked at Sun Valley, did you have any opportunity to complain to any of the Marinos?

A. No.

Q. Did you have an opportunity to complain to the Marinos about the housing?

A. No. And the day we tried to, that's when everything happened.

Q. Do you know anything about what happened at Sun Valley after you left?

A. No.

Q. Do you know who kept working there?

A. No.

Q. Did anyone else -- I believe you testified that there were 19 people who left around the time you did.

A. Yes.

Q. Were all those people present at the meeting with Russell Marino, Jr. that day?

A. Yes.

MR. GLICK: I have no further questions at this time.

JUDGE TIMLIN: Any recross based on the redirect?

MR. SCHULTE: Very quickly, Your Honor.

RECROSS-EXAMINATION

BY MR. SCHULTE:

Q. How many times did you bring concerns to Agustin Hernandez about the housing conditions?

MR. GLICK: Objection, outside of the scope.

JUDGE TIMLIN: Well, I'm going to allow it because you asked about complaints to the Marinos, so I think it's vaguely related. Go ahead.

THE WITNESS: Could you repeat the question, please?

BY MR. SCHULTE:

Q. Of course. How many times did you bring your complaints to Agustin Hernandez about housing?

A. I think we only said once or twice. It was uncomfortable.

Q. Okay. So before you quit, you never said anything directly to the Marinos?

MR. GLICK: Objection, misstates the testimony and assumes facts not in evidence.

JUDGE TIMLIN: Well, you asked him if he had -- well --

MR. GLICK: The predicate about quitting.

JUDGE TIMLIN: Oh, I see what you're saying. Can you rephrase it to say before you left?

BY MR. SCHULTE:

Q. Before you decided to leave, did you ever say anything to the Marinos, any of them?

A. No. The day that we tried to say something was the

day of the meeting and things didn't go well.

MR. SCHULTE: Okay, nothing further.

JUDGE TIMLIN: Okay. So now I have some questions. At the field, you said there were some bathrooms in trailers.

THE WITNESS: Yes.

JUDGE TIMLIN: But you couldn't use them because they were on their side. I don't understand what you mean by on their side.

THE WITNESS: They had a base but it wasn't firm, it wasn't firmly installed. They looked like they were installed improperly, so it was kind of on an angle.

JUDGE TIMLIN: Okay. When they brought the water out to the field in the jugs, did they provide cups?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. I'm also trying to get a picture of the relationship -- were the dormitories in a separate building from the dining room and the kitchen?

THE WITNESS: No, it was only one.

JUDGE TIMLIN: So there was one big building. Part of it had a sleeping area, part of it had a dining room and there was -- and a kitchen?

THE WITNESS: It was one building. The dormitories were on one side and then the kitchen and the tables with the dining room and then the bathrooms.

JUDGE TIMLIN: Bathrooms and kitchen, okay. I think

part of my confusion is because sometimes we use the word dormitory to refer to a building that has sleeping areas, but I think he is using dormitory to just mean areas where you sleep. Okay.

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. And you said you couldn't prepare your own food because the kitchen was for their use and I want to know who you mean by "they".

THE WITNESS: The cooks. The ones that prepared the food.

JUDGE TIMLIN: Okay. Was Agustin one of the cooks?

THE WITNESS: No.

JUDGE TIMLIN: So there were other people who prepared -- who worked as cooks to prepare the meals?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. When you said that if you got soda or juice to drink, they would write it down in a notebook; again, I need to know who they --

THE WITNESS: Agustin.

JUDGE TIMLIN: Agustin, okay.

THE WITNESS: The man in charge.

JUDGE TIMLIN: He was the only one with a notebook that was writing things down?

THE WITNESS: Sometimes if he wasn't there, some of the other people that were doing the cooking would sign your

name in the notebook and then write it down.

JUDGE TIMLIN: Okay. When you washed your laundry by hand, there was -- it was the tubs that were in the bathroom that was the separate building?

THE WITNESS: It was in the same area of the showers.

JUDGE TIMLIN: Okay. And how did you dry your clothes?

THE WITNESS: I would hang it up outside. It would dry in the air.

JUDGE TIMLIN: Was there a place to hang clothes outside?

THE WITNESS: No.

JUDGE TIMLIN: And what did you use for soap?

THE WITNESS: I bought some there.

JUDGE TIMLIN: Where? Where did you buy the soap?

THE WITNESS: Where they were selling the things.

JUDGE TIMLIN: Okay, so where they sold the cigarettes and drinks, they were also -- they also sold soap?

THE WITNESS: Yes.

JUDGE TIMLIN: You were talking about a timeline on that day of the meeting. There was a time when you were out with another person planting and the person who you believed was the father of Russell Marino, Jr. arrived and got off his tractor. Was that in the field?

THE WITNESS: So, yes, we were in the field and we

were planting and he arrived in his truck, and that's when he stopped the tractor and got the guy out of the tractor and yelled at him.

JUDGE TIMLIN: So it was a coworker who was on the tractor?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. And did that all happen before Russell Marino, Jr. came to the dormitory for the meeting?

THE WITNESS: It was the same day, but it was in the morning before the meeting.

JUDGE TIMLIN: And the meeting was after lunch?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. Do you still have the -- does he still have a copy of the joint exhibit, Joint Exhibit 8 at page 91, the thing that we were looking at before?

MR. GLICK: May I approach, Your Honor?

JUDGE TIMLIN: Is that your handwriting on all of the lines where there's handwriting?

THE WITNESS: When they gave me this paper my name was already on it.

JUDGE TIMLIN: The name at the top, it says Maldonado, Marco Giovanny? Okay.

THE WITNESS: Yes.

JUDGE TIMLIN: Who wrote the next -- I can't even make out what that word is there on the next line.

THE WITNESS: It was already there.
JUDGE TIMLIN: That was already there. How about the X? Did you write that or was that already there?
THE WITNESS: I did.
JUDGE TIMLIN: Okay. And then you printed your name and signed your name?
THE WITNESS: Yes, I put my name down.
JUDGE TIMLIN: Okay. And who put down the date?
THE WITNESS: It was already there.
JUDGE TIMLIN: Okay. And the name below that?
THE INTERPRETER: Which line are you referring to, Your Honor?
JUDGE TIMLIN: The one that says "Print name of witness" and it looks like --
THE WITNESS: It was already there.
JUDGE TIMLIN: That was already there, okay. So the only thing you did, you did the X and printed your name and wrote your signature?
THE WITNESS: Yes.
JUDGE TIMLIN: The part that was in Spanish that we don't have here, did you have to fill out any parts of that, too?
THE WITNESS: Yes.
JUDGE TIMLIN: Okay. All right. When you were having this meeting, and I think it was Mr. Marino, Jr. said

that he didn't need you and you could leave, what did you understand him to mean by that?

THE WITNESS: I understood that I needed to leave.

JUDGE TIMLIN: Okay. And you started to work and then you got paid on the first Friday?

THE WITNESS: I don't remember.

JUDGE TIMLIN: Did you work on Saturday and Sunday?

THE WITNESS: Yes, we worked Saturdays and Sundays.

JUDGE TIMLIN: Did you have any days off?

THE WITNESS: It's just that I was there for such a short time, so when I first arrived they just had us there without working and then I worked and then I left.

JUDGE TIMLIN: Okay. And there were no days that you were there that you were not working?

THE WITNESS: At the beginning when we first arrived we weren't working for a few days.

JUDGE TIMLIN: Okay. Okay. In Michigan in 2014 you said that you shared food costs with four people and it was about 35 to $40 a person. Was that for a week of food?

THE WITNESS: Yes, per week per person.

JUDGE TIMLIN: Okay. The attorney, Mr. Schulte, was asking about picking apples versus picking asparagus and you said every job is different. One is a little harder, but which one is harder, asparagus or apples?

THE WITNESS: Asparagus.

JUDGE TIMLIN: Okay. At home in your house in Mexico, when you drink water, are you drinking water from the tap or bottled water?

THE WITNESS: Bottled water.

JUDGE TIMLIN: Where were you when you received your pay?

THE WITNESS: I don't understand.

JUDGE TIMLIN: Were you in the field or were you at the dormitories?

THE WITNESS: In the dormitory.

JUDGE TIMLIN: Okay. And did you receive cash or a check?

THE WITNESS: Check.

JUDGE TIMLIN: And then was it -- how did you cash the check?

THE WITNESS: The man in charge, Agustin, cashed it for us.

JUDGE TIMLIN: And when he cashed it, he held back some of the money for the food and drinks?

THE WITNESS: No, he gave me the money and then I paid for it.

JUDGE TIMLIN: Okay. Were there more meetings than just that one meeting with Mr. Russell Marino, Jr.?

THE WITNESS: No.

JUDGE TIMLIN: Okay. Did you go back to the fields

that day after that meeting?

THE WITNESS: No.

JUDGE TIMLIN: How did you come to sign this piece of paper saying that you were going to leave; was that the same day?

THE WITNESS: The same day, at the meeting.

JUDGE TIMLIN: Did he come to the meeting with these papers?

THE WITNESS: No. When he came to the meeting, we talked and then he left -- Agustin, the man in charge, left and came back with the papers.

JUDGE TIMLIN: Agustin brought the papers back?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. Did Mr. Marino, Jr. tell him to go get the papers?

THE WITNESS: Yes, they left together. He told us he was going to bring papers back.

JUDGE TIMLIN: Oh, okay. Okay. All right. So Mr. Glick, did that bring up anything for you?

MR. GLICK: If I could ask just one question, Your Honor.

JUDGE TIMLIN: Sure.

FURTHER REDIRECT EXAMINATION

BY MR. GLICK:

Q. The building with the dormitory and also the kitchen,

were there separate doors?

A. Yes.

Q. Was there any way to get from the place where you slept into the kitchen without walking outside?

A. No.

MR. GLICK: Nothing further, Your Honor.

JUDGE TIMLIN: Any recross?

MR. SCHULTE: Very quickly, Your Honor.

JUDGE TIMLIN: Sure.

FURTHER RECROSS-EXAMINATION

BY MR. SCHULTE:

Q. The Judge just asked you about the form that you were given to sign. Who gave you the form?

A. Agustin, the man in charge.

Q. What did Russell Marino, Jr. tell you about the form?

A. After the meeting, he told us that he was going to go get some papers for us to sign so that we can leave and then he came back with the papers.

Q. Who came back?

A. Agustin.

Q. Okay. Did Russell tell you which box to check?

A. No.

Q. Did any of the workers call anyone in Mexico to ask them about the form?

A. No.

Q. Did you talk to any of the workers about the form before you signed it?
A. Yes.
Q. What did you say?
A. We didn't know what we had to do first.
Q. No, what did you say?
A. What I understood in Spanish, I tried to pick the option that I had to leave because of problems.
Q. Why did you pick that one?
A. Because the other options indicated that I didn't want to work or I didn't like the work and that's not why I was leaving, so I didn't want to mark them.
Q. Do you know what happened to the Spanish half of the form?
A. Yes. In fact, they gave me a copy and they kept a copy, and my copy is in Mexico.
Q. And that's the Spanish half was your copy?
A. Yes.
Q. Okay. Have you seen different costs for food in different parts of the country?
MR. GLICK: Objection, outside of the scope.
JUDGE TIMLIN: It is outside of the scope. I'm sorry. I mean, it's --
MR. SCHULTE: You had asked about the price of food in Michigan. I just wanted to establish --

JUDGE TIMLIN: Okay, you're right, I did ask that -- so you're right, okay. So that's fine, you can ask.

BY MR. SCHULTE:

Q. I'll repeat. Does food cost different amounts in different parts of the United States?

A. Yes.

MR. SCHULTE: Okay, nothing further.

JUDGE TIMLIN: Any?

MR. GLICK: No, Your Honor.

JUDGE TIMLIN: Okay. So I just have one more question, though. The people who were at the meeting, the workers who were at this meeting, did any of the workers decide not to leave?

THE WITNESS: No, all of us that were at the meeting left.

JUDGE TIMLIN: Okay, thank you. Did that bring up anything for anybody?

MR. GLICK: No, Your Honor.

JUDGE TIMLIN: Okay. So can Mr. Maldonado be excused?

MR. GLICK: Absolutely.

JUDGE TIMLIN: Okay. Thank you very much, Mr. Maldonado, for your time this morning. And you are excused. I would ask, because this hearing is still going on, that you don't talk to any of the other people who may be

witnesses in this case until the whole hearing is finished.

THE WITNESS: No problem.

JUDGE TIMLIN: Great. Okay.

All right, it is --

THE INTERPRETER: Is he excused to leave?

JUDGE TIMLIN: Yes, he can leave, right? You guys are --

MR. GLICK: Okay.

(Witness excused.)

JUDGE TIMLIN: Okay. So it is a little bit after 1:00. Why don't we come back at 2:15, so that'll be enough time to get some lunch and rest a bit.

MR. GLICK: Can we go off the record?

JUDGE TIMLIN: Yes.

(Whereupon, at 1:04 p.m. a lunch recess was taken and the proceedings were reconvened at 2:19 p.m.)

AFTERNOON SESSION

(2:19 p.m.)

JUDGE TIMLIN: Do you have another witness for me?

MR. GLICK: Yes, Your Honor. The Administrator calls Mr. Gustavo Marquez Perez.

JUDGE TIMLIN: Perez?

MR. GLICK: I believe it's P-e-r-e-z.

JUDGE TIMLIN: If you can please stand for me. Raise your right hand.

Whereupon,

GUSTAVO MARQUEZ PEREZ

was called as a witness by and on behalf of the Plaintiff, and after having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay. Go ahead.

DIRECT EXAMINATION

BY MR. GLICK:

Q. Good afternoon, Mr. Marquez Perez.

A. Good afternoon.

Q. Did you work at a company called Sun Valley?

A. Yes.

Q. When was that?

A. It was in 2015.

Q. Do you remember which months?

A. It was around May. The day --

Q. About how long did you work there?
A. Maybe two weeks.
Q. Did you work at Sun Valley on a visa?
A. Yes.
Q. Do you remember what kind of visa?
A. H-2B. Excuse me, H-2A.
Q. It was an H-2A visa?
A. Yes.
Q. So I'd like to talk to you a little bit about the work that you did at Sun Valley.
A. Okay.
Q. What kind of work did you do there?
A. Cutting asparagus.
Q. Anything else?
A. During the time that I was there, just that.
Q. What was the work like?
A. It was being bent over the entire time cutting.
Q. Who supervised you?
A. Someone in charge. The name is Agustin. The last name I don't remember.
Q. What was Agustin like as a supervisor?
A. He was a little hard.
Q. How so?
A. He would make a lot of comparisons.
Q. What do you mean by that?

A. Well, the thing is there were other people there working, that had spent years working already. In the time that we were working, he wanted us to be able to work at the same pace as the others who had already been working there.

Q. What would Agustin say to you?

A. How could it be that they were further ahead and we were behind?

Q. What hours did you work at Sun Valley?

A. 5:30 a.m. to 6:00. I don't remember exactly. In the morning until 6:00 in the afternoon, 12 hours we were there.

Q. Who decided those hours?

A. Well, Agustin.

Q. Could you have worked fewer hours?

MR. SCHULTE: Objection, speculation.

JUDGE TIMLIN: Overruled. He can answer.

THE WITNESS: Well, the thing is there was a small confusion there because when we went to sign the paperwork, the contract, they said they were going to pay us by hour. But afterwards when we arrived at the farm, they told us that we were going to be paid by contract.

BY MR. GLICK:

Q. What do you mean, paid by --

A. Actually, they never explained to us well if they were going to be paying us by the hour or by contract.

Q. What does it mean to pay by contract?

A. It's what was done throughout the course of the day.
Q. So did you have a choice about how many hours to work in a day?
A. No.
Q. How many breaks did you have during the day?
A. Just the lunch hour.
Q. Any other shorter breaks?
A. I don't remember.
Q. Were there bathrooms in the fields where you worked?
A. No.
Q. When you were working in the fields, what did you do if you needed to go to the bathroom?
A. I never had that issue.
Q. Was there water available to drink when you were working in the fields?
A. Sometimes. It wasn't always.
Q. What times was there water and what times was there not water?
A. The thing is sometimes there was, sometimes there wasn't some times of the day. Some times of the day, like once in the morning and then it was finished.
Q. So I'd like to ask you a bit about the food you ate when you -- while you worked at Sun Valley. How did you eat at Sun Valley?
THE INTERPRETER: Did you ask how he eats?

BY MR. GLICK:

Q. What did you do for food during the time you worked at Sun Valley?

A. The person in charge sold us the food.

Q. And who was that person?

A. Agustin.

Q. How much did he sell the food for?

A. I think it was $75 per week.

Q. What did that $75 per week cover?

A. It was the coffee in the morning and the food at lunchtime.

Q. Did it cover anything else?

A. A jar for water.

Q. What about dinner?

A. Dinner? I don't remember, no.

Q. Did you have a choice about whether to pay that $75 a week?

A. No.

Q. Who explained to you that there was a $75-a-week charge?

A. Agustin.

Q. When did he explain that?

A. When we first arrived.

Q. What did he say?

A. That they, their family, made the food and we had to

pay $75.

Q. Where were you when Agustin explained that?

A. When we first arrived, because we were the ones who asked him.

Q. Do you remember where? Were you at Sun Valley at the time?

A. Yes.

Q. Do you remember what part of the -- what part of Sun Valley, what place?

A. Specifically, no.

Q. What had you asked him about?

A. If they had a kitchen for us.

Q. And what did he respond?

A. No, that they made the food and that we had to pay them $75 a week.

Q. Could you prepare food there?

A. No.

Q. Who made the food?

A. I remember it was his wife and a brother, the brother of his wife.

Q. Where did they make the food?

A. In an area there by where the rooms were.

Q. Where was that area, specifically, in relation to the rooms?

A. Well, it's a part that's all together, it's united.

Q. Is there a door from the rooms into the place where they made the food?
A. There's a wall, yes.
Q. Where is that wall?
A. Well, it's like it has a corridor and there is the kitchen and it's in a corner and it's separated.
Q. So could you prepare your own food in that kitchen?
A. No.
Q. Could you store any food in that kitchen?
A. No.
Q. Why not?
A. Because they would close it.
Q. When did they close it?
A. In the afternoons.
THE INTERPRETER: I'm sorry, just a clarification. In Spanish -- could be afternoon or evening.
BY MR. GLICK:
Q. Oh. Do you know more specifically about what time of day they closed the kitchen?
A. Not exactly.
Q. Was it before dinner or after dinner?
A. It was in the evening after we arrived from work.
Q. What about before the kitchen was closed, could you store anything of your own in the kitchen?
A. No.

Q. Why not?
A. Because from the beginning they said the food was sold, you can't just go into the kitchen.
Q. Was there anything else sold at the kitchen?
A. Yes.
Q. What else?
A. Soft drinks, energy drinks.
Q. Who sold the soft drinks?
A. It was him. What I mean is the people who were there.
Q. I just want to make sure I understand. Which people?
A. The people I mentioned before, his wife and the brother and his wife.
Q. Who sold the energy drinks?
A. It was all together, the kitchen and then the refrigerators that had the drinks inside.
Q. Did you purchase any of those soft drinks?
A. Yes.
Q. Did you purchase them at the kitchen?
A. In the kitchen, and they would also take them to the fields.
Q. Who took the drinks to the fields?
A. He did, Agustin.
Q. And did you also purchase those drinks in the fields?
A. Yes.

Q. Why did you purchase those beverages?
A. Because, as I mentioned before, sometimes the water was not consistent.
Q. What do you mean by that?
A. That sometimes there was water and sometimes there wasn't.
Q. So in a typical day when you worked at Sun Valley, when would be the first time that you purchased one of those beverages?
A. As part of the day or --
Q. What time of day?
A. In the morning, 9:00 a.m., 10:00. I don't remember the exact time.
Q. What kind of beverage would you purchase in the morning?
A. In general, Gatorade.
Q. Do you remember how much the Gatorade cost?
A. Not exactly.
Q. How did you pay for the Gatorade?
A. If we were carrying cash, we'd pay that moment. And if not, there was a list where it would be written down and by the end of the week, we would pay them.
Q. Who kept that list?
A. He did.
Q. I just want to make sure I understand which person.

Who is he?

A. Agustin.

Q. So after purchasing the Gatorade in the morning on a typical day, when would you purchase the next beverage, if any?

A. As I said before, part of the day. It could be in the morning, in the afternoon.

Q. About how many beverages did you purchase on a typical day when you worked at Sun Valley?

A. Exactly, I don't know. Between eight or nine.

Q. And who did you buy all of those beverages from?

A. What do you mean, from him?

Q. Did you purchase those beverages from the same people you were telling me about before or anybody else?

A. No, him, him. Just him.

Q. Agustin?

A. Agustin.

Q. Did you see any other items for sale in the kitchen at Sun Valley?

A. Yes.

Q. What else?

A. Juices, cookies, potato chips. Beer, too.

Q. Where were all those items?

A. In the fridge. Well, the drinks would be inside the fridge and the potato chips would be in a display.

Q. Where was that display?

A. In the kitchen.
Q. Potato chips were on display in the kitchen at Sun Valley?
A. Yes.
Q. Where was that display of potato chips in relation to the refrigerator you mentioned?
A. Well, almost everything was together.
Q. Did you buy juice at the kitchen in Sun Valley?
A. Yes.
Q. Do you remember how often you bought juice?
A. Almost every day.
Q. What about the beer in the kitchen in Sun Valley, did you ever buy that?
A. No.
Q. Did you see anyone else buy that beer?
A. Yes.
Q. What did you see?
A. When they buy the beer -- the brand is Victoria, I think it's called. Sometimes one at a time of the meal, but no more.
Q. Did you see who those -- who sold those beers?
A. Agustin's family.
Q. Did you see beer sold at Sun Valley any other time than during the meals?
A. Yes, later. After we finished working.

Q. What did you see at that time?
A. Well, yes, they would come out with the beers.
Q. Where did they come out from?
A. From the kitchen.
Q. Who came out from the kitchen?
A. Well, the workers.
Q. How often did you see workers come out of the kitchen with those beers?
A. Sometimes. I don't remember exactly how many times.
Q. Now, I want to ask you some questions about the way that you were paid at Sun Valley.
A. Okay.
Q. How were you paid for your work?
A. A check.
Q. And then I think you mentioned before that there were times that if you didn't pay for something in cash, you would pay for it later?
A. Yes. The thing is we would sign the check, but Agustin would cash it.
JUDGE TIMLIN: Okay, just make sure he understands that he has to say yes or no, he can't say um-hum because it won't work for the record.
THE WITNESS: Okay.
MR. GLICK: Could the court reporter repeat the last answer, please?

COURT REPORTER: Which one was it, the one prior question?

MR. GLICK: The most recent answer.

COURT REPORTER: The only thing is with my machine, I would have to go back 25 minutes and --

(Crosstalk.)

MR. GLICK: Oh, I'm sorry.

JUDGE TIMLIN: I think that the last answer that I heard was -- you were asking him about pay, he said he was paid by check and then he said that Agustin would cash it and that's when I interrupted.

MR. GLICK: Thank you, Your Honor.

BY MR. GLICK:

Q. So I understand correctly, Agustin would cash the checks?

A. Yes.

Q. What happened after that?

A. Well, from there we would have to pay for the food and if we had any pending debts for the drinks, then we would have to pay that.

Q. Now, during the time you worked at Sun Valley, did you ever leave Sun Valley to go to any stores?

A. Yes.

Q. And did you buy anything at those stores?

A. No, just for personal use.

Q. Well, did you buy something for personal use?
A. Yes.
Q. What?
A. Soap, shampoo. I don't know.
Q. Where did you buy those things?
A. We went to Wal-Mart.
Q. How did you get there?
A. We paid that worker there, who was working there, too, to take us.
Q. How much did you, personally, pay?
A. Ten dollars.
Q. And why did you pay $10 --
A. The question that you asked, personally?
Q. Did you pay $10 yourself for the ride?
A. Yes.
Q. Do you know how much the workers paid for that ride?
A. All of us, we paid $10.
Q. How do you know how much the other people paid?
A. We all went together.
Q. Did you hear them?
A. They told us that they were going to charge us the $10.
Q. Who charged the $10?
A. The guy who took us, the person who took us.
Q. Was that another worker at Sun Valley?

A. Yes.
Q. Why did you pay $10 to a worker to go to a Wal-Mart?
A. Because we didn't have another option.
Q. Did Agustin ever explain to you that there was an option to get a ride to a store?
A. No.
Q. What about a ride to the Laundromat?
A. No.
Q. How did you do your laundry at Sun Valley?
A. We had to pay to go to wash them.
Q. Did you pay to go wash your clothes?
A. Yes.
Q. How much did you pay?
A. Ten dollars.
Q. Who did you pay?
A. The person who took us, the guy that I mentioned before.
Q. How did you find that person to give you a ride?
A. There among the people, they knew him and they knew that he gave rides.
Q. I want to talk a little bit more about the housing at Sun Valley.
A. Okay.
Q. What was the housing like?
A. Well, as I mentioned before, there were rooms. Well,

a kitchen was included there. It was attached. There were two rooms, there were two rooms specifically for the people -- for those of us who worked there and there were lights.

Q. Was there a refrigerator in your room?

A. No.

Q. Was there a place to store food?

A. No.

Q. Now, what about the bathrooms, were there bathrooms in or near the housing?

A. No. There were bathrooms, but they were in another place.

Q. Were they near the place where you lived?

A. Yes, they weren't too far.

Q. What were the bathrooms like?

A. They were very bad.

Q. In what way?

A. Almost always dirty. Some of them would move, they were unstable.

Q. What wasn't stable?

A. It was like they were tilted and they moved.

Q. Are you referring to a sink or a toilet or a something else?

A. The toilet.

Q. Was there hot water in the bathrooms?

A. Not always.

Q. Was there ever a time that you wanted to take a shower and there wasn't enough hot water?
A. Yes.
Q. What did you do?
A. With cold water.
Q. Now, the fields that you worked at at Sun Valley, where were they located in relation to where you lived?
A. Close to where we stayed.
Q. Did you walk from the housing to the fields or get a ride or some combination?
A. There was a combination because the fields were in sections.
Q. When you rode on a vehicle, what kind of vehicle was that?
A. It was like a school bus.
Q. What did the bus look like?
A. Yellow colored, like the kind to take kids to school.
Q. And when you rode on those buses, who drove the buses?
A. One of the same workers.
Q. How did you know that they were workers?
A. Because they would be picking with us.
Q. Did you recognize them, some -- working near them in the fields?
A. Yes.

Q. I want to ask a little bit more about who supervised you at Sun Valley.
A. Okay.
Q. I think that you mentioned that Agustin was in charge of some things?
A. I didn't understand.
Q. Was Agustin a supervisor at Sun Valley?
A. Yes.
Q. Did he supervise you?
A. Yes.
Q. Did anyone else supervise you?
A. No.
Q. Did you ever have a question that you raised to Agustin?
A. Yes.
Q. Was there anyone else that you could ask questions to?
A. No.
Q. Do you know the names of any of the owners of Sun Valley?
A. Just Russell, Russell Marino.
Q. Do you know if that was Russell Marino, Sr. or Russell Marino, Jr.?
A. Junior.
Q. How do you know that that was Russell Marino, Jr.?

A. Because on the task board there was an entry that said the names of bosses, it said Russell Marino, Jr.

Q. Did you have any interactions with Russell Marino, Jr. when you worked at Sun Valley?

A. Yes.

Q. About how often did you interact with him?

A. Just once.

Q. When was that?

A. It was the day that we went to have the meeting with Agustin. Actually, we didn't even recognize him from before, we never met him before. We just met him at that meeting.

Q. So you had a meeting with Russell Marino, Jr.? How did you end up knowing that it was -- was that a yes?

A. Yes.

Q. How did you know that it was Russell Marino, Jr. at that meeting?

A. Because Agustin said it was him.

Q. Do you know if anyone had asked to speak with Russell Marino, Jr. that day?

A. Yes.

Q. Who asked to speak with him?

A. Almost all of us.

Q. Were you part of that group?

A. Yes.

Q. Why did you ask to speak with Russell Marino, Jr.?

A. Because of the conditions we were in, because we didn't have a place to cook, because of the bathrooms, because of the way the installations were, and because of the way Agustin treated us.

Q. Did you have an opportunity to actually speak with Russell Marino, Jr. about those issues?

A. No, the opportunity didn't come.

Q. What did happen when you met with Russell Marino, Jr. that day?

A. Well, he arrived very upset, cursing.

Q. What else happened?

A. Well, we tried to explain to him -- Agustin was there, too -- about being easier on us, about the time we were spending and comparisons with people who had been there longer. But he said how is it possible, how is it possible that you can't keep up with the others?

Q. What happened next?

A. Well, we didn't talk much. He said that we weren't necessary, that he didn't need us, and there were other people with visas.

Q. What happened next?

A. Well, practically he told us he didn't need us anymore.

Q. What did you understand by that?

A. That there wasn't, there wasn't any way to continue

there.

Q. After that meeting, did you continue to work at Sun Valley?

A. No.

Q. And did you end up going back to Mexico?

A. Yes.

Q. Before you went back to Mexico, did you sign any documents?

A. Sheets.

Q. Who gave you that sheet?

A. Agustin.

Q. When was that in relation to the meeting that you were talking about?

A. I don't understand that.

Q. Did Agustin give you that sheet the same day as the meeting or a different day?

A. Yes, yes.

Q. Did Agustin say anything when he gave you that sheet?

A. Yes, that we had to sign it.

Q. Did he say anything else?

A. No.

Q. Did you sign the form?

A. Yes.

Q. Before you received the form, was there anything written in or filled out already?

A. Yes, my name was on it.
Q. I'd like to turn to JX-8, page 104. Mr. Marquez Perez, I believe that in front of you is a binder. The Interpreter is turning to page JX-8, page --
THE INTERPRETER: JX-8?
MR. GLICK: JX-8, page 104. And if I may approach just to make sure we're all on the same page?
JUDGE TIMLIN: Sure.
BY MR. GLICK:
Q. So I'm going to call this document JX-8, page 104. Do you recognize this document?
A. Yes.
Q. How did you recognize JX-8, page 104?
A. This document is the paper that Agustin gave us.
Q. And did you make any marks on this paper?
A. Yes.
Q. Did you make the -- I'm going to read in English from a line where there's an X to the side. "I need to return to my home country because of personal reasons." Do you see that line?
A. Yes.
Q. And it's a little bit faint but I'm pretty sure there's an X to the left of that line.
A. Yes.
Q. Did you make that mark, that X?

A. Yes.
Q. Why did you choose that mark -- choose that line on JX-8, page 104?
A. Because he told us that that was the best option so that we wouldn't have problems and they wouldn't either.
Q. What did you understand by that?
A. Yeah, because we didn't want any problems trying to get a visa later on.
Q. And when you said that that would also avoid problems for them, what did you understand by that?
A. That that would be the end of it, that there wouldn't be any more problems.
Q. And I just want to make sure I'm clear. Who was it who was explaining that to you?
A. Agustin.
Q. Did anyone else explain anything to you about this form?
A. No.
Q. If I could ask the Interpreter to close the binder at least for now, please.
Mr. Marquez Perez, did you leave Sun Valley for personal reasons?
THE INTERPRETER: I'm sorry, I didn't catch the name.
MR. GLICK: Marquez Perez.
THE WITNESS: No.

MR. GLICK: No further questions at this time.

JUDGE TIMLIN: Okay, cross?

CROSS-EXAMINATION

BY MR. SCHULTE:

Q. Good afternoon, sir. I just have a few questions for you.

A. That's fine.

Q. At that meeting where you spoke with Russell Marino, Jr., was anyone else there on behalf of Sun Valley?

A. Only Agustin and Marino.

Q. Have you seen this man before?

A. Never.

Q. Never?

A. Never.

Q. He was not at that meeting?

A. No.

Q. How many people were at the meeting?

A. At least 19 or 20. I don't remember.

Q. And did all of the people that went to the meeting leave Sun Valley afterwards?

A. Yes, the majority did. I don't remember.

Q. Do you know how many people -- how many workers did not leave Sun Valley after that meeting?

A. No, I don't remember.

Q. Was that group about half the number? Was it a third

of the number? Do you have a sense of how many people were there?

A. The majority.

Q. The majority left or the majority stayed?

A. Left.

Q. Was it roughly the same number that stayed as left or --

MR. GLICK: Objection, asked and answered.

MR. SCHULTE: No, he just said majority.

JUDGE TIMLIN: Yeah, he said majority. A majority is a majority.

BY MR. SCHULTE:

Q. Was it close to the same or were there many more that left than stayed?

A. The people that were at the meeting, the majority of us left.

Q. Right, but that group compared to the total number of people at Sun Valley, how many -- what percentage or what proportion was the group that left out of the total workforce?

A. Maybe half. I don't remember.

Q. How many workers were there when you got there?

A. In all, I don't remember exactly, no.

Q. Okay. You said that you signed a contract. Where did you sign that?

A. In Mexico.

Q. And what did you have to sign?
A. So it was related to how much we were going to earn, how much time we were going to be there, and what the -- what would we be harvesting.
Q. And where on the form would you sign the form?
A. The bottom part.
Q. Okay. Have you ever worked in the United States on other visas other than in 2015 in Sun Valley?
A. Yes.
Q. What kinds of visas?
A. H-2B.
Q. Have you ever worked on another H-2A visa?
A. No.
Q. And in which years did you work as an H-2B?
A. 2014.
Q. Any other years?
A. No.
Q. Are you on a visa now?
A. Yes.
Q. Is this 2014?
A. No.
Q. Okay. So are you working on a visa now as well?
A. Yes.
Q. What type of visa?
A. H-2B.

Q. Okay, any other years?
A. No.
Q. So you did not work in 2016?
A. 2014, I had an H-2B.
Q. Okay, in 2016?
A. 2016, no. I'm sorry, yes, that's true. Yes.
Q. I don't mean this to be complicated. I was trying to -- what type of work did you do in each of these years, in 2014, in 2016 and in this year?
MR. GLICK: Objection, relevance.
JUDGE TIMLIN: No, I'll allow it.
THE WITNESS: In 2014, it was landscaping. Did you say 2016?
MR. SCHULTE: '16.
THE WITNESS: Landscaping, also.
BY MR. SCHULTE:
Q. In 2017?
A. Landscaping.
Q. Why did you choose farm work in 2015?
A. It sounded interesting and for a little bit more money.
Q. Why haven't you done more H-2A work since then?
A. Because when they asked me -- when they offered me the H-2B, they asked if I had experience and I did for 2014.
Q. Did you ever apply for another H-2A job since then?

A. No.
Q. And is it the same employer for all three H-2B visas?
A. Yes.
Q. Is it the same all three years?
A. Um-hum.
Q. In the same place?
A. Yes.
Q. Where is that?
A. Vera Cruz.
Q. No, no, where is the last employer?
A. Can you repeat the question?
Q. Where did you work on your H-2B visa in each of those years?
A. In 2014 I was in Mississippi; 2016 and 2017 here in Pennsylvania.
Q. Okay. Did the employer in Mississippi try to hire you back?
MR. GLICK: Objection, relevance on this line of questioning.
JUDGE TIMLIN: Yeah, where are you going, Mr. Schulte?
MR. SCHULTE: I'll move on.
JUDGE TIMLIN: Okay.
BY MR. SCHULTE:
Q. You said that other than at the meeting you never

spoke with Russell Marino, Jr.; is that right?

A. No.

Q. At the meeting did you say anything to him?

A. No.

Q. Did you talk with the other workers before the meeting about wanting to have a meeting?

A. Yes.

Q. What did you say?

A. I said yes. Can you repeat the question?

Q. What did you say to the other workers?

A. What I talked to the other workers about?

Q. Yes, before the meeting.

A. That we needed to talk to him and wanted to talk to him and explain -- we wanted to explain all the conditions we were working under and we wanted to know if he was informed of the conditions we were working under because we had never seen him before.

Q. Had you ever tried to tell him about the conditions before that?

A. To Russell?

Q. Right.

A. I never saw him.

Q. Did you ever ask to see him before that?

A. No.

Q. Did you ever bring these complaints to Agustin?

A. Yes.
Q. When?
A. About a week after I started working there.
Q. And how many days did you work at Sun Valley?
A. Maybe two weeks.
Q. Do you remember how many workdays that included?
A. I don't remember.
Q. The record said that you worked for six days. Does that sound right?
A. No, it was more.
Q. Every day that you worked they scanned your bar code saying that you were working, right?
A. Yes.
Q. Were there any days that you worked that they did not scan your bar code?
A. No, I don't remember.
Q. Okay. So if the computer said that you worked for six days, do you have an explanation for why that's incorrect?
MR. GLICK: Objection, personal knowledge about the computer.
MR. SCHULTE: If he worked six days --
JUDGE TIMLIN: I'm going to sustain the objection.
BY MR. SCHULTE:
Q. You talked about drinking water in the fields and you said that there were times that there was not water; is that

right?

A. There were times that there was no water.

Q. Okay. Have you ever been interviewed by someone at the Department of Labor about your work at Sun Valley?

A. Yes.

Q. When was that?

A. On various occasions.

Q. What were those occasions?

A. I can't remember if it was one time last year, but it's been three, four times.

Q. Okay. Do you remember who spoke with you each time?

A. Yes.

Q. Who?

A. With Jose and with the attorneys.

Q. How many times with the attorneys?

A. Three times.

Q. How many times with just Jose?

A. Five times. I've had multiple meetings with him. Maybe more. I don't remember exactly.

Q. So eight total conversations?

A. Including his, yes.

Q. And what did you talk about with him?

A. Why we left there, what was going on and all of that.

Q. And did he call you first or did you call him?

A. He called.

Q. Did you ever complain to anyone before you spoke with him?
A. No.
Q. Did he ask you if there was water in the field?
A. Who?
Q. Jose.
A. Yes.
Q. What did you tell him?
A. Sometimes.
Q. Okay, I have a report here that he made of your interview, where you said there was water in the fields for the workers to drink. You never told him that sometimes there was not water. Why wouldn't he have written that down?
MR. GLICK: Objection, speculation.
JUDGE TIMLIN: It's a very imprecise --
MR. SCHULTE: Okay.
JUDGE TIMLIN: -- question and you have --
MR. SCHULTE: I'll try again.
JUDGE TIMLIN: Especially since he said he's spoken with Jose at least five times.
MR. GLICK: The objection also extends to why did Jose not write something down.
JUDGE TIMLIN: Right.
MR. GLICK: I'm not sure what basis this witness has for answering that question.

JUDGE TIMLIN: Right, that's why I'm saying it needs to be reformulated.

BY MR. SCHULTE:

Q. Okay, I'll try again. How many of those five conversations -- in how many of those five conversations did you tell him that the water ran out?

A. I don't remember.

Q. Okay. Did you ever tell him there was always water in the fields?

A. No.

MR. SCHULTE: Okay, Your Honor, I'm not sure how else to introduce this. I mean, we have a contemporaneous report from that time.

JUDGE TIMLIN: You can introduce it as a contemporaneous report or you can use it -- you could probably use it to refresh his recollection or you can use it as -- however you want --

MR. SCHULTE: Okay.

JUDGE TIMLIN: -- to introduce it.

(Pause.)

MR. SCHULTE: I'm sorry, Your Honor, thank you for your patience.

JUDGE TIMLIN: That's okay.

BY MR. SCHULTE:

Q. When you were working on your H-2B jobs, did you ever

bring outside drinks to work?

A. On occasion, yes.

Q. When you worked in Mississippi, would you drink Gatorade?

A. Yes.

Q. Was it very hot there?

A. Yes.

Q. Was water provided?

A. Yes.

Q. But you still drank Gatorade?

A. Yes.

Q. Why?

A. Sometimes you don't feel like drinking water, you want to drink something different.

Q. Fair enough. When you arrived at Sun Valley, were you taken to get a Social Security card?

A. I already had it with me.

Q. Okay. Did Agustin tell you that there would be a bus or a van to take workers to go do laundry?

A. No.

Q. Do you remember what day of the week you went to Wal-Mart?

A. No.

Q. Did you buy any food there?

A. No.

Q. Did you ever ask to use the refrigerator?
A. No.
Q. Did you ask to use the stove?
A. No.
Q. Microwave?
A. No.
Q. What were the specific items that you wanted to tell Russell Marino at the meeting?
A. That we needed a place to cook, and that the bathrooms were not good, and as far as work, we needed more time to learn how to harvest asparagus. And also about the transportation, that we needed transportation to go do our laundry and buy things.
Q. At that meeting, was this man at the meeting?
A. No.
Q. Was Russell Marino, Jr.'s father at the meeting?
A. No.
Q. Did anyone from the Marino family ask the workers to stay in order to pick asparagus?
A. No.
Q. Did they ask you to stay for any reason?
A. No.
Q. Does asparagus grow quickly?
A. Yes.
Q. How often do you have to harvest it?

A. Daily.
Q. What happens if you don't?
A. I don't know, I guess it goes to waste.
Q. Had you ever worked in asparagus before that summer?
A. No.
Q. You said that someone told you that there were more -- other people with visas. Who said that?
THE INTERPRETER: Could you repeat the question?
MR. SCHULTE: Yeah, sorry.
BY MR. SCHULTE:
Q. Did someone tell you that there were other people with visas?
A. I don't understand the question.
Q. Okay, I might've misheard. So how many people left after the meeting?
A. I don't know the exact number. The majority.
Q. The majority of the people at the meeting or the majority of the workers total?
MR. GLICK: Objection, asked and answered.
JUDGE TIMLIN: He can answer.
THE WITNESS: The majority of the people in the meeting.
BY MR. SCHULTE:
Q. Okay. But you also testified that it was roughly half of the total workforce, right?

A. I don't understand the question.
Q. The workers who left after the meeting, was that about half of the workforce, total?
A. In general, all of them?
Q. Yes.
A. Yes. I don't know how many more --
Q. Do you think it would be easier or harder for them to complete their work with 19 workers leaving?
MR. GLICK: Objection, assumes facts not in evidence. There's no testimony that work was completed in the absence of particular workers.
JUDGE TIMLIN: I'll allow it.
THE WITNESS: Would you please repeat the question?
BY MR. SCHULTE:
Q. Sure. Would it have been harder or easier for Sun Valley to harvest vegetables without 19 workers there?
A. It would be harder.
MR. SCHULTE: Okay. No further questions.
JUDGE TIMLIN: Any redirect?
MR. GLICK: Briefly, Your Honor.

REDIRECT EXAMINATION

BY MR. GLICK:
Q. Mr. Marquez Perez, did you have any experience working in agriculture before you went to work at Sun Valley?
A. Yes.

Q. What kind of experience?
A. In the fields we cultivate corn, beans, chiles.
Q. What was that work like?
A. The beans and the chile peppers, it's about the same/ It has to be like the asparagus, you have to be bent over.
Q. So you have experience working bent over?
A. Yes.
Q. Were you willing to remain at Sun Valley working bent over?
A. Yes.
Q. Did you have the opportunity to keep working at Sun Valley after that meeting with Russell Marino, Jr.?
A. My understanding was no.
MR. GLICK: I have no further questions.
JUDGE TIMLIN: Any recross?
MR. SCHULTE: Yes, please, Your Honor.

RECROSS-EXAMINATION

BY MR. SCHULTE:
Q. Did anyone ever say you were fired, you must leave?
A. Well, Agustin.
Q. What did he say?
A. That we were not working out, so they were going to ask for other people with visas.
Q. That's not what I asked. Did anyone ever say you were fired, you must leave?

A. There wasn't anyone else.
Q. No, we'll try this one more time. Did anyone ever tell you you were fired, you may not work here anymore, you must leave?
A. No.
Q. Okay. If the work were easier would you have stayed on?
A. Depends.
Q. If the bathrooms were cleaner?
A. It would depend on what agreement we could make with the boss.
Q. Okay. And you said that no one told you which box to check on the form, right?
MR. GLICK: Objection, misstates testimony.
JUDGE TIMLIN: I don't know whether it misstates his testimony. What I do know is that it's beyond the scope of the redirect, but --
MR. GLICK: Your Honor, it's also outside the scope of the redirect.
MR. SCHULTE: That's fine.
JUDGE TIMLIN: Yeah.
MR. SCHULTE: He said what he said. Okay, that's all I have.
JUDGE TIMLIN: Is that it for -- okay, let's see what I've got. When you started testifying, you were talking about

being paid by the hour or being paid by contract and you said that by contract meant what was done through the course of the day. Are you trying to say that by contract means that you would get paid based on how much gets picked?

THE WITNESS: When we arrived, we were under the understanding that it was per hour. But then when we got there, Agustin said that we would be working under contract and he never did clear up what we were doing.

JUDGE TIMLIN: And did the contract that you signed say anything about the number of hours that you would be working?

THE WITNESS: No.

JUDGE TIMLIN: Okay. But it did say how much you would be paid for each hour that you worked?

THE WITNESS: Yes.

JUDGE TIMLIN: And Agustin set the hours that you would work each day?

THE WITNESS: Yes, I guess so.

JUDGE TIMLIN: Was it just Agustin's wife and her brother who were doing the cooking?

THE WITNESS: Yes, there was no one else.

JUDGE TIMLIN: So just the two people?

THE WITNESS: Yes.

JUDGE TIMLIN: How did you know that they were Agustin's wife and her brother?

THE WITNESS: The workers that had been there longer said that.

JUDGE TIMLIN: Okay. Does he still have Joint Exhibit 8, page 104?

THE INTERPRETER: The binder's closed, Your Honor.

JUDGE TIMLIN: Okay, can you just find that? It's page 104 of Joint Exhibit 8. It's the one that we looked at before.

THE INTERPRETER: That was the other interpreter --

JUDGE TIMLIN: Oh, sorry.

THE INTERPRETER: That's all right. Okay.

JUDGE TIMLIN: Okay, okay. This paper, Agustin gave you this paper?

THE WITNESS: Yes.

JUDGE TIMLIN: Was Mr. Russell Marino, Jr. in the room when you were given this paper?

THE WITNESS: No.

JUDGE TIMLIN: Okay.

THE WITNESS: He had left.

JUDGE TIMLIN: Was some of this paper already filled out before you got it?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. What parts did you fill out?

THE WITNESS: My signature and the X.

JUDGE TIMLIN: Okay. After this meeting, did you

think that you could have stayed on to continue working?

THE WITNESS: After the paper?

JUDGE TIMLIN: No, after the meeting. Before the paper.

THE WITNESS: No.

JUDGE TIMLIN: Why not?

THE WITNESS: He said we weren't working out for him.

JUDGE TIMLIN: And by "he," you mean Agustin?

THE WITNESS: Agustin, and Russell were there.

JUDGE TIMLIN: Okay. Well, who said you weren't working out?

THE WITNESS: Agustin was translating.

JUDGE TIMLIN: Ah. The work that you were doing before with corn and beans and chiles, was that in Mexico?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. Okay, did that bring up anything, Mr. Glick?

MR. GLICK: Nothing for me, Your Honor.

JUDGE TIMLIN: Mr. Schulte?

MR. SCHULTE: Just a couple, Your Honor.

JUDGE TIMLIN: Sure.

FURTHER RECROSS-EXAMINATION

BY MR. SCHULTE:

Q. When Agustin spoke to you, was he translating for what Russell had said or was he speaking for himself?

A. Who? I did not understand the question.
Q. There was only two people there. When Agustin said to you that you weren't working out, was he speaking for himself or was he translating something that Russell said in English?
A. Something that Russell had said.
Q. Did Russell speak to you in Spanish?
A. No.
Q. At all?
A. After that, he said he was sorry.
Q. That was the only thing -- those are the only two words he said in Spanish?
A. That I remember, yes.
Q. That whole meeting he only said two words in Spanish?
A. He was sorry that he had arrived and he was so upset and he was apologizing for that. I don't remember anything else.
Q. And he said that in Spanish?
A. Yes.
Q. But nothing else?
A. Not that I remember.
Q. Okay. Can you go to Tab JX-1 in that binder, please? Is that the contract that you saw when you were in Mexico?
THE INTERPRETER: The first page?
MR. SCHULTE: Any of it, the whole exhibit.

THE INTERPRETER: All these pages of the contract?
MR. SCHULTE: Um-hum.
BY MR. SCHULTE:
Q. Well, let me go back. Do you recognize that? Have you ever seen that document before?
A. I don't remember.
Q. You don't remember if you've seen it or you don't remember the document?
A. I don't remember the document.
Q. What did the document look like that you signed?
A. It was similar to this, but a lot less pages.
Q. Okay. If you'd go to page 12. Does that explain what the different piece rates were for different types of crops?
MR. GLICK: Objection. I'm not sure what the foundation is.
JUDGE TIMLIN: Well, I think -- no, I think he's coming off of my questions about the -- what it meant to be paid by contract, so the objection's overruled.
MR. GLICK: Maybe if he can be fair about where the witness' attention is directed, particularly because this document is in English.
JUDGE TIMLIN: Right, that's a good point.
Mr. Schulte, if you could point him to where you want him to look at.

BY MR. SCHULTE:

Q. Sure. The table with the dollar amounts, does that explain a commodity and a rate and the number of units?

MR. GLICK: Just continuing this line of objection, is there something that could be translated for the witness?

MR. SCHULTE: Maybe we can explain it quickly. He doesn't need to. The idea of being paid on the fixed hourly rate as opposed to the piece rate, it says in the paragraph above the table here, that to the extent that the piece rate packing -- or the pick rate is not sufficient to get him above the AEWR, then they would be paid a flat AEWR.

JUDGE TIMLIN: Right, okay. I understand that and that's certainly an argument that you can make with respect to when we're talking about the contract. I don't know if he is the witness that you're going to --

MR. SCHULTE: Okay, he expressed --

JUDGE TIMLIN: Because he doesn't speak -- I mean, because I don't know that he can actually read this and understand what it says because it's in English.

MR. GLICK: I would also point out that there's not been foundation that this is a document that the witness has seen before or signed.

MR. SCHULTE: This is the document that would've been provided as part of the recruitment in Mexico. It's his Form 790 that's filed with the Department.

JUDGE TIMLIN: Okay, but he -- I mean, the only thing that I remember -- I mean, the only thing that he has said about this document is that he doesn't remember this document and that it has less pages than the one he signed, so that makes it difficult for you to ask further questions about it.

MR. SCHULTE: Okay, fair enough. But the rates would be identical in whatever form, but this was the form that was provided in Mexico, whether he remembers it or not.

JUDGE TIMLIN: Okay.

MR. GLICK: That's an assertion by counsel, but there's not a foundation for it through this witness.

JUDGE TIMLIN: Right. Well, either you guys are going to have to tell me that you agree that -- you're going to have to have some kind of stipulation that you agree that this is the contract that was provided to everybody or you're going to have to bring in a witness who's going to testify that this was the contract that everyone had. But in any event, this is not the right guy.

MR. SCHULTE: That's fine. Then we're all set. Nothing further.

JUDGE TIMLIN: Okay. Did that bring up anything for you?

MR. GLICK: Give me one moment.

(Pause.)

MR. GLICK: Nothing further from the Administrator.

JUDGE TIMLIN: Okay, okay. Thank you, Mr. Marquez Perez, for coming in and testifying today. You are excused from the hearing, so you can leave. I will ask, because this hearing is going to go on for a few more days that you not discuss your testimony with anyone else who might be a witness in this case, until the hearing is over.

THE WITNESS: Okay.

(Witness excused.)

JUDGE TIMLIN: Okay, great. Thank you. Let's go off the record for a minute.

(Briefly off the record.)

JUDGE TIMLIN: So let me come somewhere where she can see me.

UNIDENTIFIED SPEAKER: I can move the camera to the corner --

JUDGE TIMLIN: Oh, you can move the camera.

UNIDENTIFIED SPEAKER: Yes.

JUDGE TIMLIN: Okay, so I can stay where I am.

UNIDENTIFIED SPEAKER: Yes.

JUDGE TIMLIN: And I'll yell, I guess. Can I have the translator give me her name, please?

MR. HEYMAN-KANTOR: Can you give us your name, Interpreter?

MS. GARCIA: Sure. My name is Maria Teresa Garcia.

MR. HEYMAN-KANTOR: There may be another interpreter

there.

JUDGE TIMLIN: Okay. Ms. Garcia, is there any other translator there with you?

MR. HEYMAN-KANTOR: Is there any other interpreter with you?

MS. GARCIA: Yes, there is.

JUDGE TIMLIN: Okay. And can you put your name on the record?

MR. HEYMAN-KANTOR: Should I bring this to you?

JUDGE TIMLIN: I think maybe I'm better to come to you. Leave the phone where it is. Right, okay. And can the second interpreter put her name on the record?

MS. DE LA GARMA: Yes, my name is Marcela de la Garma. My surname is spelled d-e, l-a, G-a-r-m-a.

JUDGE TIMLIN: Okay. Can I have you both raise your right hand, please?

Whereupon,

MARIA GARCIA and MARCELA DE LA GARMA

were first duly sworn to interpret the questions from English into Spanish and the answers from Spanish into English to the best of their knowledge and ability.

JUDGE TIMLIN: Okay. So now we need the -- obviously, my back is to the camera, so it's very weird, right? So I should move this way?

UNIDENTIFIED SPEAKER: Yes.

JUDGE TIMLIN: Okay. So we need the witness to stand and raise his right hand. I'm sorry.

UNIDENTIFIED SPEAKER: No, if you step back, Your Honor.

JUDGE TIMLIN: If I step back, can he hear?

UNIDENTIFIED SPEAKER: Let's try.

JUDGE TIMLIN: Okay. Okay.

Whereupon,

JOSE MANUEL BALTAZAR CHEGUEZ

was called as a witness by and on behalf of the Plaintiff, and after having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay, please tell him he has to answer yes or no, he cannot nod his head because we're going to have a written transcript.

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. All right, your witness. Go ahead.

DIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Okay, can you please state your name for the record?

A. Jose Manuel Baltazar Cheguez.

Q. And did you work for a company called Sun Valley Orchards?

A. Yes.

Q. When?
A. I don't remember very well, but it seems like it was two years ago.
Q. How long did you work there?
A. One month and a half, approximately.
Q. And did you work on an H-2A visa?
A. Yes.
Q. How did you find out about the position?
A. By news of a contractor.
Q. Did you end up working at Sun Valley?
THE INTERPRETER: Would you repeat that for me, please?
BY MR. HEYMAN-KANTOR:
Q. I'd like to talk to you a little bit about your work at Sun Valley. What was your work like?
A. We picked asparagus and we planted cucumbers and sweet peppers.
Q. Anything else?
A. And we harvested peaches.
Q. Before working at Sun Valley, did you have any experience doing agricultural work?
A. Yes.
Q. Can you tell us about that experience?
A. Working in the fields picking and harvesting.
Q. What kind of crops did you work on before Sun Valley?

A. Corn, sweet potatoes, and watermelon.
Q. Did you pick any asparagus?
A. Yes, at the farm.
Q. And how much time -- how much experience did you have working in agriculture before working at Sun Valley?
A. Since I was little I always worked with my family in the farm.
Q. Now, when you worked at Sun Valley did you have a supervisor?
A. Yes.
Q. And what was his name?
A. Agustin.
Q. What was he like?
A. He was short, white, and dark hair.
Q. What was he like as a supervisor?
A. Bad.
Q. How so?
A. He did not treat us well and he was always threatening us he'd send us back to Mexico and stuff like that.
Q. And did he have any -- did he ever criticize your work in the fields?
THE INTERPRETER: Would you repeat that for me?
BY MR. HEYMAN-KANTOR:
Q. Yes. Did he ever criticize the work that was happening in the fields?

A. Yes.
Q. What did he say?
A. For example, when we were working at our own rhythm, he would want us to work faster.
Q. What hours did you work at Sun Valley?
A. Twelve hours a day.
Q. From what time to what time?
A. From 5:00 to 5:00, 6:00 to 6:00, 7:00 to 7:00.
Q. Who decided the hours?
A. Agustin.
Q. Could you work less?
THE INTERPRETER: Would you repeat that for me?
BY MR. HEYMAN-KANTOR:
Q. Could you work fewer hours?
A. No.
Q. Were there bathrooms in the fields?
A. No.
Q. How did you go to the bathroom in the fields?
A. We couldn't do anything. We had to wait until we were finished because we couldn't leave the field at all.
Q. Was there drinking water in the fields?
A. No. He had an icebox and he would sell to us Coke or Gatorade or Monster.
Q. Were any other drinks sold in the fields?
A. Only those. And crackers and cookies and cakes.

Q. I'd like to turn back to that in a moment, but first I want to ask you a little bit about how you ate at Sun Valley.

A. Sure.

Q. How did you eat at Sun Valley?

A. He would sell -- sell lunch to us and in the morning, he would sell to us sweet bread or sweet rolls and coffee.

Q. And who is "he"?

THE INTERPRETER: Would you repeat that for me?

BY MR. HEYMAN-KANTOR:

Q. Who is "he"?

A. Agustin.

Q. Did he or anyone -- you know, how was this arrangement with the meals explained to you?

A. No one explained this to us. We wanted to have a way to purchase our own food so that we could prepare it for ourselves, but we didn't have that and he just --

Q. So how much did the meals cost?

A. We paid by the week. Approximately 75 U.S. per week just for the meals.

Q. And what meals did that include?

A. The coffee and the sweet rolls in the morning and lunch.

Q. What about dinner?

A. We didn't want to eat because it was the same food.

Q. Was dinner offered to you?

THE INTERPRETER: Would you repeat that for me?
BY MR. HEYMAN-KANTOR:
Q. Was dinner offered to you?
A. Yes.
Q. And was there water available to drink at the meals?
A. No, we had to purchase soft drinks.
Q. Did you have a choice about whether to participate in this meal plan?
THE INTERPRETER: I'm sorry, the connection is very poor and sometimes -- would you repeat your question, please?
BY MR. HEYMAN-KANTOR:
Q. Did you have a choice about whether to participate in the meals, in the meal plan?
A. No, there was no other choice, you would have to. There was not other food.
Q. Why didn't you cook your own food?
A. We didn't have a stove, we didn't have anything.
Q. Why didn't you use the stoves in the kitchen?
A. We were not allowed to.
Q. So what drinks were available to purchase during the meals?
A. Coke, Gatorade, bottled water, and some soft drinks.
Q. You previously talked about how drinks were sold in the fields. What drinks were sold in the fields?
A. Gatorade, Coke, Monster.

Q. Anything else?
A. That's it.
Q. What were the prices of these drinks?
A. I don't remember very well, but for Coke, it was in a can and it was two or three, and Gatorade, it was three U.S.
Q. What about Monster?
A. It was a bit more expensive. I think it was like five.
Q. What about the bottled water?
A. One U.S.
Q. Were there any other soft drinks sold?
A. Not that I remember.
Q. I'd like to walk through a typical day at the farm to get an understanding of when you would drink or purchase these drinks. So when would you have your first drink in a typical day?
A. We would start working early in the morning and then by around 10:00, we were already very tired and the sun was out and it was hot and warm and we were thirsty. And we would continue working until noon and then we would ask him to allow us to stop for a bit, and then when he would drive in his truck and that's when we could purchase the Coke or the Gatorade if we wanted to. We didn't have to pay right away. He would have a --
Q. So you'd drink at 10:00 a.m. and you'd drink at noon.

Did you have any other drinks during this typical day?

A. Yes. Also in the afternoon about 4:00, we'd buy one more.

Q. And any others during this typical day?

A. That would be it.

Q. Okay. So what was going on -- sorry, what would be going on during your day at 10:00 a.m., was there a break or were you just working in the fields at that time?

A. Well, I was working on the fields.

Q. And what about at noon?

A. That was lunchtime, so that's when you could buy a soft drink.

Q. And at 4:00 p.m., was that a break during work, a short break or were you working?

A. No, it was a break that I would take on my own to rehydrate myself.

Q. After you ended work, would you typically have a drink after work ended?

A. I asked them to take me to Wal-Mart so that I could purchase like a case of bottled water and I put that at my bed and that's what I drank in the evening.

Q. So how many drinks would you have in total that you purchased from Agustin during a typical day?

A. Three to four.

Q. And typically, how many of these would be -- could

you say what types of drinks these would typically be, like the number of Gatorades, for example?

THE INTERPRETER: Do you want to re-ask the question?

BY MR. HEYMAN-KANTOR:

Q. Yes. Could you say what types of drinks you'd drink in a typical day, for example, the number of Gatorades you drank in a day?

A. Maybe two Gatorades, one Coke, one Coke during lunchtime.

Q. And what about how many Monsters in a typical day?

A. One.

Q. Now, what about your coworkers, did they also purchase drinks?

A. Of course, they would.

Q. Did they typically buy more drinks than you or fewer drinks or the same number?

A. I do not know how many they bought.

Q. Did you feel that yours was a typical amount or unusually high or unusually low?

A. I think it was the average number of drinks.

Q. Could you store drinks in the refrigerators in the kitchen?

A. No.

Q. Why not?

A. Because the refrigerator was where the -- store. We

didn't have any access to that store.

Q. Where was the store located?

A. It was in the field. Right where our rooms were, the store was right there.

Q. And what else was sold at this store other than the -- if anything, other than the items we talked about?

A. They also sold beer.

Q. Anything else?

A. Cookies, chips.

Q. Anything else?

A. And cigarettes.

Q. Do you know how much the cigarettes were?

A. They were $10 a package.

Q. Did you purchase any cigarettes?

A. Yes, I did.

Q. How often?

A. I would buy a couple of cigarettes a day, maybe.

Q. And how many cigarettes are in those packets?

A. Twenty cigarettes.

Q. Did you purchase any cookies?

A. Yes.

Q. How much did those cost?

A. To be honest, I do not recall how much they were.

Q. How about the chips, did you purchase any chips?

A. I did.

Q. How much did those cost?
A. I would even buy instant noodle soup.
Q. And so you mentioned beer, cigarettes, cookies, chips, sodas, soup. Anything else that was sold there?
A. And of course, they would sell our meals to us there.
Q. Where were the meals sold in relation to the store?
A. Right there at the store, in the front of the store they had a kitchen.
Q. All right. Now, you mentioned chips. Do you remember how much the chips cost?
A. I don't remember.
Q. How about the soup?
A. I don't remember.
Q. Now, earlier you said you purchased some water from Wal-Mart. How did you get to Wal-Mart?
A. There were some guys that worked for him and they would drive us in the cars and it would cost us $10 to go to Wal-Mart.
Q. And was there any free transportation provided to go to a store when you were at Sun Valley?
A. No.
Q. What else did you purchase at Wal-Mart, if anything, besides water?
A. Toilet paper, toothpaste, things for my personal use.
Q. Why did you purchase toilet paper?

A. Because when the company doesn't keep -- didn't have any toilet paper in the bathroom. I would also buy soap.

Q. Was there soap available at Sun Valley?

A. No.

Q. During your time at Sun Valley, did you ever speak -- did you ever have -- how many times during your time at Sun Valley did you speak with the Marinos?

A. All the time that I was there.

Q. When was the first time that you spoke to Russell Marino, Jr.?

A. One day that we wanted things, because we wanted to talk with him, but I cannot remember exactly what date it was.

Q. Before that day, did you ever speak to Russell Marino, Jr.?

A. No. We only talked to Mr. Agustin.

Q. So tell me about that day that you spoke to Russell Marino, Jr. What happened?

A. Well, he arrived to the place where we were staying at the company and he started screaming and yelling in an arrogant way, and he asked us why we didn't want to work and he stated that he paid a lot of money for us.

Q. And what else was said?

A. We couldn't really understand what he was saying because he started speaking in English and he started talking to Agustin, instead.

Q. Was anything else said at the meeting?
A. Well, Mr. Agustin would say that we didn't want to work, and it's the opposite; we wanted to work, but we were not being treated as we should be treated.
Q. What was wrong with the treatment?
THE INTERPRETER: Sorry, could you repeat the question?
BY MR. HEYMAN-KANTOR:
Q. What was wrong with the treatment?
A. I'm not sure why Mr. Agustin wanted us to rush when it came to producing for him, because he would bring back some of my coworkers and he was saying that he was going to send them back to Mexico.
Q. And what do you mean by send back? Was that a punishment or was he giving people a break or what was that?
A. He was threatening us.
Q. And why would he send workers back?
A. I guess he wanted us to be really fast when it came to our producing, he didn't want us to stay behind and we told him we are not animals. He wanted us to rush and run through the fields, but we were going to work at our own pace. We are not perfect.
Q. Now, did you or any of the workers explain, at this meeting, what you were unhappy with?
A. Yes, we said that to Agustin so that Agustin would

translate that to Mr. Russell, but I'm not sure whether he said that or not because we were not able to understand English.

Q. Did Agustin translate anything to all of you?

A. He just said that Mr. Russell had said that in order for us not to have any problems, we needed to sign a paper for us to go back to Mexico and the paper said that we were returning because a family member had had an accident and that was for us not to be in trouble and for him also not to get in trouble.

Q. So after this meeting concluded, what happened next?

A. Well, we just stayed there and he said that he was going to get the papers, but Mr. Russell never came back with the paper, it was Mr. Agustin who came back with the paper, and the papers were already signed.

Q. Who were they signed by?

A. Russell.

Q. And what did the paper say?

A. It said that we were resigning from Sun Valley company because a family member had died. It had different options for us to choose from.

Q. There should be a folder near you marked JX-8, page 92. Do you see a folder with that on it?

A. Yes.

Q. Can you open that folder? Now, do you have it open?

A. Yes.

Q. Now, next to the -- is that your signature on the page?
A. Yes.
Q. Is this the paper that you were referring to earlier?
A. Yes.
Q. Did you check where it says "I need to return to my home country because a family member is sick or injured or has died"?
A. Yes.
Q. Okay. Now, was a family member sick at that time?
A. No, nobody was sick. We just signed this paper so that we didn't have any problems when we returned back.
Q. All right. Now, how soon did you get this paper -- how much time passed between the meeting and your receipt of this paper?
A. This document was brought to us after the meeting, not during the meeting, but after the meeting, and I don't remember exactly how many days after the meeting we got the paper.
Q. All right. So when you went into that meeting -- I mean, would you have been willing to stay and keep working?
A. Of course.
Q. What if the working conditions were going to stay the same, would you have continued to work there?
A. Yes, because we had a six-month contract and we had

to stay to finish that, but unfortunately, this happened.

Q. Why did you want to stay?

A. Because I had a six-month contract.

Q. Now, what about your coworkers, did they want to stay and keep working or did they want to leave?

A. Every one of us wanted to stay. We all wanted to stay.

MR. HEYMAN-KANTOR: I have no further questions at this time.

JUDGE TIMLIN: Okay. Do you guys want to switch so you can do cross?

MR. SCHULTE: Can you see me okay? Can you hear me?

THE INTERPRETER: Yes.

CROSS-EXAMINATION

BY MR. SCHULTE:

Q. I just have a few questions for you. Good afternoon. You said that everyone in your group wanted to stay; is that right?

A. Yes.

Q. And how many people were in that group?

A. I cannot remember.

Q. Ten people, a hundred people? A rough estimate.

A. Maybe around 20.

Q. Okay. Were those all of the workers at Sun Valley at that time?

A. Under a visa, it was approximately 20, 22 -- 20 persons. But there were also illegal workers.

MR. SCHULTE: Okay, I object; it was nonresponsive.

BY MR. SCHULTE:

Q. But how many U.S. workers were there, non-visa workers?

A. U.S. workers or the non-U.S. workers?

Q. The non-visa workers. The workers not there on a visa.

A. There was another group of workers without a visa, maybe 20, 27 people.

Q. So just to make sure I have the math right, so you said there were about 20 workers in your group. All of them had visas, right?

A. Yes.

Q. Okay. And you said there were about 27 visa workers total at the farm, right?

A. No, that's not what I said. I said there were 20-something workers with a visa and 20-something workers working illegally.

Q. Okay. So after your group of about 20 workers left, how many visa workers were left, were remaining at Sun Valley?

THE INTERPRETER: Sorry, would you repeat that question?

MR. SCHULTE: Sure, sorry about that.

BY MR. SCHULTE:

Q. Other than your group of 20 workers with visas, how many other visa workers were there?

A. Without a visa?

Q. No, with a visa.

A. It was only us.

Q. So all of the visa workers were in the group?

A. Yes.

Q. And you all left after the meeting?

A. We stayed there for two days, approximately --

Q. Okay. And after two days when you left, there were no visa workers left at the farm?

A. I'm not sure.

Q. But all of the visa workers were in your group at the meeting?

A. Yes.

Q. And all of the workers who were at the meeting left?

A. I'm not sure. As I said, me and my coworkers, we left. But I'm not sure if some of us stayed and continued to work or if they also left.

Q. Okay, but there were some who had visas who did not leave with you?

THE INTERPRETER: I'm sorry, would you repeat that question?

BY MR. SCHULTE:

Q. There were workers who had visas who did not leave with your group?

THE INTERPRETER: Would you please repeat that question?

BY MR. SCHULTE:

Q. There were workers at Sun Valley with visas who did not leave with your group?

A. I left with a group of people, but since not all of us would fit in the truck, some of us remained there, but I'm not sure whether they left or if they stayed there.

Q. How many people were in the group that did not fit in the truck?

A. The ones that remained, I'm not sure.

Q. Ten, twenty, five? How many?

A. Maybe 10.

Q. Okay. So what happens if you don't pick asparagus every day?

A. What happens if you don't pick asparagus every day or what do you mean, in terms of the company or of the work or --

Q. In terms of the asparagus and then in terms of the company.

A. If you don't pick asparagus during one day, it starts growing because of the sun.

Q. And if it keeps growing and no one cuts it, what happens to it?

A. Well, it goes soft. The crop is no good, but you still have one specific size.

Q. And then what happens to the company?

THE INTERPRETER: Could you repeat that question?

BY MR. SCHULTE:

Q. And then what would happen to the company?

MR. HEYMAN-KANTOR: Objection, vague.

JUDGE TIMLIN: It's overruled.

THE WITNESS: They'd lose it.

BY MR. SCHULTE:

Q. Okay. Did anyone tell you to check the box for -- that you had a sick family member?

A. Agustin said that we didn't have any problems. That's what he told us.

Q. Okay. Did he tell all of the workers the same thing?

A. I'm just speaking for myself because I asked him and he told me that I should choose that option so that I didn't have any problems when I wanted to come back to the U.S. and work for another company. That's what he said to me and I --

Q. What was your concern with checking a different box?

A. Well, we didn't have any concerns. He was just guiding us and we did it out of fear because we were afraid that we couldn't go back to the U.S. and work.

Q. What were you afraid of? Why do you think that would happen?

A. That maybe we could not be able to come back to the U.S. and work.

Q. Why not?

THE INTERPRETER: We're switching interpreters.

MR. SCHULTE: Okay, sorry.

(Pause.)

BY MR. SCHULTE:

Q. Why wouldn't you be able to come back to the U.S.?

A. Because we were afraid. He had told us before, he had told us that we had to so that we could go to Mexico because our family member got sick or died.

Q. Okay. Had you ever worked on an H-2 visa other than in 2015?

A. No.

Q. Have you worked on an H-2A or H-2B visa since 2015?

A. No.

Q. Had any of the other workers in your group worked on an H-2A before?

MR. HEYMAN-KANTOR: Objection, calls for speculation and --

MR. SCHULTE: If he knows.

THE WITNESS: I don't know that.

MR. SCHULTE: Okay, problem solved.

JUDGE TIMLIN: Yes. Sometimes it works out that way.

BY MR. SCHULTE:

Q. Did any of the other workers in the group speak with anyone outside the group other than Agustin about how to complete the form?

MR. HEYMAN-KANTOR: Objection, calls for speculation.

BY MR. SCHULTE:

Q. If you know.

THE INTERPRETER: Should I translate?

MR. SCHULTE: Please.

JUDGE TIMLIN: Yes.

THE WITNESS: No, just Agustin.

BY MR. SCHULTE:

Q. Okay. You said that you were there for about a month and a half; is that right?

A. Yes.

Q. When did you arrive there?

A. I think it was during the month of April, but I don't remember the date.

Q. Was it late in the month of April, the beginning of the month? You know, roughly.

A. Maybe during the middle of April.

Q. Okay. On the form that you have in front of you, what's the date that appears on that form?

THE INTERPRETER: Do you want me to read or do you want to --

MR. SCHULTE: For him to read and then if you could

interpret his answer.

THE WITNESS: It says 5/6/15, but I wrote it backwards. I wrote --

THE INTERPRETER: I can explain that, if I may.

MR. SCHULTE: Please. Please, yes.

THE INTERPRETER: What happens is that in the United States you spell the date month, day, and year, and in Mexico we start the date day, month, and year. So that's what he means, that's why he says it's backwards, because it says 5/6. So in Spanish is that it says -- I don't know if I made that clear for you.

MR. SCHULTE: That did. Thank you.

BY MR. SCHULTE:

Q. Do you believe you signed that form on May 6th or on June 5th?

A. We do it differently in Mexico than in the United States.

Q. Okay, the same question. Did you sign the form in May or did you sign the form in June?

A. I don't remember.

Q. Was it near Cinco de Mayo? Do you remember if it was near a holiday or is there something that would help you remember?

A. No, I can't remember.

Q. Okay. Did you ever ask Agustin if you could put

something in the refrigerator?

A. No, never.

Q. Did you ever ask Russell Marino?

A. No.

Q. Did you ever ask anyone if you could use a stove?

A. No, we were not going to eat in -- if we would ask for it we were sure that they were going to say no, because that was -- we couldn't, you know, do our own cooking there.

Q. But you never asked, you never tried to find out, did you?

A. No.

Q. How many stoves were there in the kitchen?

THE INTERPRETER: Would you repeat that for me, please?

MR. SCHULTE:

BY MR. SCHULTE:

Q. Of course. How many stoves were in the kitchen?

A. I don't remember.

Q. How many refrigerators?

A. Maybe around three.

Q. Other than Agustin and Russell Marino, was anyone else from the Marino family at the meeting?

A. No.

Q. Did Russell speak Spanish to you at the meeting?

A. Just when he came in yelling.

Q. He was yelling in Spanish?
A. Yes.
Q. And then after that he only spoke English?
A. In English --
Q. Okay. Did Russell give you the form to sign?
A. No, Agustin gave it to me.
Q. Did Russell tell you how to fill out the form?
A. No, Agustin did.
Q. What was it that you wanted from the meeting? What was the goal?
A. That we could work at a pace.
Q. And if he had given you that, would you have kept working?
A. If we had accepted the paper or what, what do you mean?
Q. No, no. If he had let you work at a pace you were more comfortable with, would you have kept working there?
A. Of course, that's all we wanted.
MR. SCHULTE: Okay. No more questions for me. Thank you.
JUDGE TIMLIN: Any redirect?
MR. HEYMAN-KANTOR: No. No, Your Honor.
JUDGE TIMLIN: Okay, so I have --
MR. SCHULTE: I won't trade seats, but I could hop back here if it's --

JUDGE TIMLIN: Well, maybe we can bring the phone over here.

MR. SCHULTE: Will it reach you?

MR. HEYMAN-KANTOR: Yeah. We can try.

(Crosstalk.)

JUDGE TIMLIN: Yeah. Yes, turn the camera.

UNIDENTIFIED SPEAKER: Do you need the microphones over here?

JUDGE TIMLIN: I've got a couple. Okay, Mr. Baltazar, I have a couple questions. I know that you said that you paid a certain amount of money, about $75 U.S., for your meals.

THE INTERPRETER: My apologies, Your Honor, but I can hardly hear you.

JUDGE TIMLIN: Okay, let me get closer. Is this better? Is this better?

THE INTERPRETER: That's much better, Your Honor.

JUDGE TIMLIN: Okay. I know you said you paid about $75 a week for your meals. Did that amount change if you did not eat dinner?

THE WITNESS: No, that was the fee for meals per week to everyone.

JUDGE TIMLIN: Okay. And the reason you did not eat the dinner is because it was the same food that you had had for lunch? Okay. Is the reason you did not want the dinners

because the food was the same food you had at lunch?

THE WITNESS: Yes. I would rather buy instant noodle soup.

JUDGE TIMLIN: You talked about the store. Whose store was it? Okay. Who had the store, who owned the store?

THE WITNESS: Mr. Agustin.

JUDGE TIMLIN: How does he know that?

THE WITNESS: Because you could say that he was the owner. For example, if a different truck would drive into the fields to sell food or beverages to us, he would tell them to go away. We could only purchase from him.

JUDGE TIMLIN: I know the store sold drinks and snacks and cigarettes. Did it sell any other things that were not food?

THE WITNESS: Beer.

JUDGE TIMLIN: Okay. Did it sell things that you needed for personal use, like soap or toilet paper?

THE WITNESS: There was no point of telling him that I needed them because he was not going to buy them for us.

JUDGE TIMLIN: Okay. Did all of the workers, whether they worked on a visa or not, live in the same dormitories?

THE WITNESS: Yes. It was like a large barn and was full of bunk beds all around and the bathrooms were all together. There was no privacy at all. There were no doors dividing the bathroom from anything.

JUDGE TIMLIN: Did the visa workers all start at the same time that Mr. Baltazar started work?

THE WITNESS: Yes, all at the same time.

JUDGE TIMLIN: And were there other workers already working there?

THE WITNESS: No, it was the same.

JUDGE TIMLIN: Okay, okay. Mr. Heyman-Kantor, anything?

MR. HEYMAN-KANTOR: I don't have anything.

JUDGE TIMLIN: Mr. Schulte?

MR. SCHULTE: No. Thank you, Your Honor.

JUDGE TIMLIN: Okay. That is all of our questions. Thank you very much for testifying. Are we doing more live video?

MR. GLICK: Not today.

THE INTERPRETER: Are those all the questions, Your Honor?

JUDGE TIMLIN: Yes, those are all of our questions. I want to thank him for testifying and I want to tell him that, because this hearing has some more days to go, he shouldn't talk about his testimony with other people who might be witnesses.

THE WITNESS: I'm actually not in touch with any of them.

JUDGE TIMLIN: Okay, very good. Okay, thank you very

much.

(Witness excused.)

JUDGE TIMLIN: Okay, folks. Mr. Glick, Mr. Heyman-Kantor, it is 5:22. I'm hoping you're telling me that that's all the witnesses for today.

MR. HEYMAN-KANTOR: Yes, Your Honor.

JUDGE TIMLIN: Okay. All right. So we'll reconvene tomorrow right at ten o'clock, okay, and we'll start with Mr. Hernandez.

MR. GLICK: Thank you.

JUDGE TIMLIN: All right. And everything is fine here. As you can see, you know, this is a locked room with a keypad, so you don't have to move all your stuff overnight.

MR. HEYMAN-KANTOR: Thank you very much.

MR. SCHULTE: Thank you.

JUDGE TIMLIN: Sure.

(Whereupon, at 5:22 p.m., the hearing in the above-entitled matter was adjourned, to be reconvened on the following day, Wednesday, July 19, 2017 at 10:00 a.m.)

C E R T I F I C A T E

This is to certify that the attached proceedings before the

Administrative Law Judge Theresa C. Timlin, Cherry Hill, NJ
Insert Title of Officer — Name and Office

In the matter of:	Administrator, Wage and Hour Division, U.S. Department of Labor v. Sun Valley Orchards, LLC
Case/Docket Number:	2017-TAE-00003
Place:	Cherry Hill, NJ
Date:	July 18, 2017

were held as therein appears, and that this is the original transcript thereof for the files of the Department of Labor.

Free State Reporting, Inc.
(Name of Reporting Company)

By _____
(Official Reporter Signature)

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

OFFICIAL REPORT OF PROCEEDINGS

before the

OFFICE OF ADMINISTRATIVE LAW JUDGES

of the

U.S. DEPARTMENT OF LABOR

In the matter of: Docket No.: 2017-TAE-00003

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR v. SUN VALLEY ORCHARDS, LLC

Place: Cherry Hill, NJ

Date: July 19, 2017

Pages: 166 - 344

Name of Reporter: Dominic Quattrociocchi

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

RECEIVED
SEP 6 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

BEFORE THE
U.S. DEPARTMENT OF LABOR
NORTHEAST REGION

In the Matter of:	:	
	:	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,	:	
	:	
Plaintiff,	:	Case No.: 2017-TAE-00003
	:	
v.	:	
	:	
SUN VALLEY ORCHARDS, LLC,	:	
	:	
Respondent.	:	

U.S. Department of Labor
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Wednesday,
July 19, 2017

The above-entitled matter came on for a hearing, pursuant to notice, at 10:00 a.m.

BEFORE: THERESA C. TIMLIN
Administrative Law Judge

APPEARANCES:

On behalf of the Plaintiff:

JACOB HEYMAN-KANTOR, Esq.
JASON GLICK, Esq.
U.S. Department of Labor
201 Varick Street, Room 983
New York, NY 10014
(616) 264-3672
(616) 264-3660 (fax)
heymankantor.jacob@dol.gov

On behalf of the Respondent:

CHRISTOPHER J. SCHULTE, Esq.
CJ Lake, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
(202) 465-3000
(202) 347-3664 (fax)
cschulte@cj-lake.com

JOSEPH MARINO
Representative
Sun Valley Orchards, LLC

Spanish Interpreters:

GWENYTH DOGGETT
710 Saint Vincent Street
Philadelphia, PA 19111
(267) 237-5708
gwendoggett@gmail.com

LISSETTE OLIVARES

MARIA GARCIA

MARCELA DE LA GARMA

Reporter: Dominico Quattrociocchi Date: July 19, 2017
OALJ Case Name & Numbers: Sun Valley Orchards, 2017-TAE-00003

WITNESS (FULL NAME)	DIRECT	CROSS	REDIRECT	RECROSS
Agustin Hernandez	170	210	225 241 249	227 246
Pedro Zavala Almanza	255	281	295	--
Jose Perez	305	--	--	--

EXHIBITS

EXHIBITS	IDENTIFICATION	RECEIVED	WITHDRAWN	REJECTED
PX 17-1	--	178	--	--
PX 17-2	--	185	--	--
PX 17-3	--	198	--	--
PX-28	--	325	--	--
PX-33	--	319	--	--
PX-34	--	341	--	--
PX-42	--	278	--	--

PROCEEDINGS

(10:04 a.m.)

JUDGE TIMLIN: All right, we have finished with Mr. Baltazar. So does the Administrator have another witness for me?

MR. HEYMAN-KANTOR: Yes, Your Honor. We call Agustin Hernandez. I also request permission to produce him as a hostile witness; he's identified with the adverse party and I've got to question using leading questions.

JUDGE TIMLIN: Sure. I'm fine with that, unless you object.

MR. SCHULTE: He was called by them. He's already been deposed, you know, using normal questions the first time around and it went fine, so I'm not sure why that's appropriate now. He's their witness.

MR. HEYMAN-KANTOR: Under Federal Guidance 611(c), a party -- a witness that is identified with an adverse party, you can ask leading questions. Mr. Hernandez is a long-time employee of Sun Valley. He's a current employee, Sun Valley produced him, testified here, so under 611(c).

JUDGE TIMLIN: I'm going to grant the request. Okay. And the sequestration order is still in place, so I don't know if there's people who are in here who don't need to be in here. I see a lot of my law clerks in here, so that's good. They're fine.

Mr. Hernandez. And we're using a translator for Mr. Hernandez?

MR. HEYMAN-KANTOR: Only if --

JUDGE TIMLIN: Okay.

UNIDENTIFIED SPEAKER: Does he sit there and --

JUDGE TIMLIN: Yeah, okay. And we have the same translators from yesterday, so I'm just reminding you guys, you guys are still under the same oath that I administered yesterday.

UNIDENTIFIED SPEAKER: Yes, Your Honor.

JUDGE TIMLIN: Mr. Hernandez, can you please raise your right hand?

Whereupon,

AGUSTIN HERNANDEZ

was called as a witness by and on behalf of the Plaintiff, and after having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay.

DIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Mr. Hernandez, how are you doing this morning?

Okay, can you understand me when I speak?

A. Oh, just --

Q. Okay. And so I'd like to start off with some general questions about your relationship with Sun Valley. So how long

have you been working for the company?
A. For 27 years.
Q. And your father also worked for Sun Valley?
A. Yes, he did.
Q. And your son drives a bus at Sun Valley?
A. My son, yes.
Q. And your wife works in a kitchen located at Sun Valley?
A. Yes, yes.
Q. And you don't work for anyone other than Sun Valley?
A. No.
Q. In fact, since starting at Sun Valley you never worked for anyone else?
A. No.
Q. Since you started working at Sun Valley you never applied to work anywhere else?
A. No.
Q. Sun Valley deducts taxes from your pay?
A. Yes.
Q. And Sun Valley's always done that?
A. Yes.
Q. And during the winter in the off-season, you don't work for Sun Valley?
A. No.
Q. So in January 2015, you were not employed?

A. No.
Q. And you collected unemployment?
A. Yes, I was collecting.
Q. I'd like to ask you a little bit about your job duties at Sun Valley during 2015. If I ask a question and I don't specify the year, please understand it's about 2015, okay?
A. Um-hum.
Q. Your job duties included supervising farm workers?
A. Yes.
Q. And, in fact, you spent most of your time supervising farm workers?
A. Yes.
Q. When a farm worker had a question related to Sun Valley, you're the person that they would go to to get the answer?
A. Yes.
Q. Workers almost never asked a question of the Marinos?
A. No, no.
Q. And they almost never speak to the Marinos?
A. Almost never, no.
Q. You also have job duties related to worker housing at Sun Valley?
A. Yes.
Q. At the beginning of the season, you check out the

housing to see if anything needs to be fixed?

A. Yes, me and one of the Marinos.

Q. During the season you inspect the worker housing at least twice a week?

A. Yes.

Q. Including the bathrooms?

A. They be cleaned twice a week.

Q. So you inspect the bathrooms during the --

A. Yes.

Q. -- course of the season?

A. Um-hum.

Q. You inspect them on a weekly basis?

A. No, twice a week.

Q. You inspect them twice a week?

A. Yes.

Q. During the season if something is broken in the housing, like a toilet, you'd either tell -- you'd either fix it yourself or you'll tell the Marinos to hire someone to fix it?

A. Yes.

Q. I'd like to ask you some questions about what role you had, if any, related to recruiting workers.

A. Um-hum.

Q. In early 2015, Russell Marino, Jr. told you that Sun Valley would be hiring H-2A workers?

A. Yes.
Q. And that you could choose some of these H-2A workers?
A. Yes, I do.
Q. And you chose 10 or 15 people?
A. More or less like 15 people.
Q. You also called some workers to tell them that there was work?
A. Yes.
Q. And workers called you to see if there was work?
A. Yes.
Q. You would get these calls and make these calls during the time that you were working at Sun Valley?
A. No, before.
Q. But some of them were after you started working?
A. Yes. Some of them, yes.
Q. When you accepted a worker to work at Sun Valley, Sun Valley would never later reject that worker, correct?
A. Correct.
Q. I'd like to talk to you a little bit about how workers become oriented when they arrive to Sun Valley for the growing season.

In early 2015, when workers arrived, you would tell them about the housing?

A. Um-hum, yes.
Q. And the work duties?

A. Yes.
Q. And the rules of the camp?
A. Yes.
Q. About keeping the bathrooms clean?
A. Yes.
Q. And about going to bed early?
A. Yes.
Q. And you'd tell them about the hours of work?
A. Yes, um-hum.
Q. And the pay?
A. And the pay, yes.
Q. Now, you also told them, when they arrived, about the kitchen?
A. Yes.
Q. And how there's only one kitchen at Sun Valley? Can you answer it verbally with a yes or no, just so the court reporter can --
A. There's only one kitchen, yes.
Q. Okay. And you would tell them about the cost of the meals?
A. Yes.
Q. And you explained to them that there wasn't enough room for everyone to cook in the kitchen?
A. Yes.
Q. And when you said that, that was -- that was the

truth, there isn't enough room for everyone to cook in the kitchen?

A. It is true.

Q. And workers cannot cook their own meals in the kitchen? Is that correct?

A. That's correct.

Q. And workers were also not allowed to cook in their bedrooms, correct?

A. Correct.

Q. If a worker didn't want to participate in the meal plan, their options were to eat outside or to order a delivery meal, correct?

A. Yes.

Q. And there was no extra room in the kitchen refrigerators for workers to store anything, correct?

A. Correct.

Q. And no workers stored groceries in the refrigerators, correct?

A. Sometimes they did, but little things like, I don't know, milk or, you know, something minor.

Q. Very little?

A. Very little, yes.

Q. At some point before April 2015 -- scratch that.

When the Marinos were telling you about how they were going to hire H-2A workers, Russell Marino told you that you

could keep charging for meals, correct?
A. Yes.
Q. During that meeting they said that Sun Valley's role with relation to the kitchen would change a bit, yes?
A. Um-hum.
Q. Yes?
A. Yes.
Q. But the one change was that instead of Sun Valley paying the cooks' wages, you would do so?
A. Yes.
Q. In 2015 there were cooks in the kitchen who cooked the meals for the workers?
A. Yes.
Q. You paid the cooks in cash?
A. Yes.
Q. Workers paid either $75 or $80 a week for those meals?
A. Yes.
Q. And you used that money to pay the cooks?
A. Yes.
Q. And to buy groceries?
A. Yes.
Q. And to purchase the blender?
A. Yeah, the new items for -- the one in the kitchen, yes.

MR. HEYMAN-KANTOR: I'd like to show the witness an exhibit. It says 17-1.

JUDGE TIMLIN: Which --

MR. HEYMAN-KANTOR: PX 17-1.

JUDGE TIMLIN: Just so you know, it's not in evidence at the moment. It's not in evidence at this point.

MR. HEYMAN-KANTOR: Yes, Your Honor. No, that is actually not -- let me look at it.

JUDGE TIMLIN: 17-1?

MR. HEYMAN-KANTOR: Yes, yes. In Binder 6.

JUDGE TIMLIN: Oh, okay. I see. Okay.

BY MR. HEYMAN-KANTOR:

Q. This is your handwriting on PX 17-1?

A. Yes.

Q. And this document is a record of workers who paid for meals during the week of April 15th?

A. Yes.

MR. HEYMAN-KANTOR: Your Honor, I move to admit this exhibit, PX 17-1.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: No.

JUDGE TIMLIN: It's admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff

Exhibit 17-1 was received into evidence.)

BY MR. HEYMAN-KANTOR:

Q. Where it says $75 next to the workers' names, this is the cost of the meal plan for that week?

A. Yes.

Q. The check mark next to the person's name means the person paid the meal charge that week?

A. Yes.

Q. And do you see where it says 16 times 75 at the bottom? That means that 16 workers paid $75 that week?

A. Yes.

Q. You kept these kind of tallies in 2015 on a regular basis? You kept sheets like this, keeping track of workers' pay on a regular basis?

A. Oh, yes. Yes.

MR. SCHULTE: Objection, there's nothing about worker pay.

JUDGE TIMLIN: Yeah, can you rephrase that? I don't think this was a fair step.

MR. HEYMAN-KANTOR: I'll rephrase.

JUDGE TIMLIN: It sounded like it was their -- what they were being paid.

MR. HEYMAN-KANTOR: I'll rephrase.

BY MR. HEYMAN-KANTOR:

Q. You kept track of what workers paid for meals on papers like this on a weekly basis?

A. Yes.

Q. All right, if you could turn to the next exhibit, PX 17-12.

MR. SCHULTE: dash-2?

MR. HEYMAN-KANTOR: Sorry, dash-2. Thank you, thank you.

BY MR. HEYMAN-KANTOR:

Q. These are names on the left, these are names of Sun Valley workers?

A. Yes.

Q. And these are their signatures on the right column?

A. Yes.

Q. And workers sign this form -- when the workers signed this form it meant that they paid for the meal plan that week?

A. Yes.

MR. HEYMAN-KANTOR: I move to enter this into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: Only to the extent that it's hearsay that there's any representation by these workers as to having done anything. To the extent that it's offered for the truth of some other matter.

MR. HEYMAN-KANTOR: It's a business record and it's

kept routinely.

MR. SCHULTE: It wasn't kept by the business and it certainly wasn't kept by the Respondent.

JUDGE TIMLIN: I don't know that you've asked him enough questions to actually establish at this point that this is what this is. I don't even know how he knows that -- whose signatures these are. I think you need to do -- I think you need to ask a few more questions.

BY MR. HEYMAN-KANTOR:

Q. All right. Workers would pay for meals on a weekly basis?

A. Yes.

Q. And they would give money to you or someone in the kitchen?

A. Yes, to me.

Q. And when they gave the money, they would sign here?

A. Yes.

Q. And this was done every week?

A. Yes.

MR. HEYMAN-KANTOR: This is a record that the employer's agent is keeping on a regular basis. It's a part of the admission.

JUDGE TIMLIN: You haven't established that this is something that -- who created this, you haven't established that this is something that he maintained or created.

MR. HEYMAN-KANTOR: Okay.

JUDGE TIMLIN: I still think that you need some more questions.

BY MR. HEYMAN-KANTOR:

Q. Okay. So you received this sheet from -- this blank sheet before it was signed by -- from Sun Valley?

A. Yes.

Q. And this is a document that Sun Valley created in the office?

A. Yes.

Q. And they would hand it to you?

A. Yes.

Q. And this was a regular activity in the kitchen, that took place in the kitchen?

A. Yes.

Q. And you were the custodian of these records? You maintained them? You kept them?

A. Yes.

Q. And it was important to ensure that workers, only workers who signed, had actually paid for the meals?

A. Yes.

Q. And you verified personally that they paid for the meals when they signed?

A. Yes.

Q. So every week the worker would pay?

A. Yes.
Q. And then you would have them sign?
A. They sign, yes.
MR. HEYMAN-KANTOR: All right. Your Honor, under 8036, records of regularly conducted activity, the record was made at or near the time by someone with knowledge. The record was kept in the course of regularly conducted activity of a business or an organization; it was -- making the record was a regular practice and it has, you know, been shown by the person who's the custodian of the records and there's nothing indicating a lack of trustworthiness in the record.
JUDGE TIMLIN: Okay. Mr. Schulte, do you want to be heard?
MR. SCHULTE: Yes. On 17-1, that's a record that he created that's recording, you know, his contemporaneous understanding and recollection of this. This form was created by Sun Valley to reflect that these people had received their paychecks and was used as that. Sun Valley would get their signatures on this --
JUDGE TIMLIN: Okay. Well, wait. That has not been -- there's been no testimony why Sun Valley -- I don't want to accept that because there's no testimony to that.
MR. SCHULTE: That's fine.
JUDGE TIMLIN: Why it was --
MR. SCHULTE: That's not why the form --

JUDGE TIMLIN: The only thing that I know is that this is a sheet of paper that he got and it was created in Sun Valley's office and it was given to him. That's the only testimony we've had so far.

MR. SCHULTE: Okay. We've not had testimony that these signatures are the signatures of these workers, that there's any match to them or that there's any representation. It's being offered for the idea to prove that there was a payment. He's saying that, you know, he would record that there were payments and we saw that in 17-1. We don't know that these are these workers' signatures and we don't know that that's the worker attesting that they had made this payment. It's being offered for some improper purpose.

MR. HEYMAN-KANTOR: Your Honor, the witness has said that he has personal knowledge of what happened. He would watch them give the money and he'd watch them sign and make sure they were signed.

JUDGE TIMLIN: I guess what I'm confused about and maybe it is because you're asking leading questions and, you know, maybe it would actually be better off if you were a little less leading. This is what I know about this record. This is a record that someone gave him. Someone from Sun Valley Orchard's office gave him a blank sheet of paper and he had the workers sign the blank sheet of paper and this is something that he did on a regular basis and he kept this -- he

kept this not blank, it's obviously filled out with people's names and dates. But what I don't -- the connection that I'm not seeing is, because you haven't asked him, is what was this for. Because counsel's suggesting that this was to record that they got paychecks; you're suggesting that this is to record that they paid for their meals, but I haven't heard the witness tell me what it's for.

And so I'm reluctant to -- I'm reluctant to --I think that you have, in some senses, met your burden that this is a business record. What I'm not -- and I don't think -- what I haven't heard is a business record that shows me what. But I do think it's admissible as a business record, I just don't know what the significance of it is. So to that extent, the objection is overruled and the document can come in as a business record. I'm just warning you that at this point it has no context.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 17-2 was received into evidence.)

BY MR. HEYMAN-KANTOR:

Q. Why did you keep these records?

A. Because sometimes the Department of Labor comes and they ask for their records of on what am I spending the money.

I have to show the spending.

Q. And spending money for what?

A. For the food.

Q. Is this for food that workers would eat?

A. Yes.

Q. So in 2015 -- and so you keep -- you use this form and keep track of who paid for meals?

A. For everything, yes.

Q. Including who kept --

A. Including that.

Q. Workers would sign a form like this every week indicating that they paid for meals?

A. Yes.

Q. Workers would get paid on Friday afternoons from Sun Valley?

A. Could you repeat that?

Q. Sure. Workers would receive their paychecks from Sun Valley --

A. Their paychecks.

Q. -- on Friday afternoons?

A. Yes.

Q. And they would also pay for the meals on Friday afternoons?

A. Afternoon, yes.

Q. And in April 2015, Russell Marino, Jr. told you to

keep track of the payments for the meals?

A. Yes.

Q. And Russell Marino, Jr. checked in with you later about whether you were indeed keeping track of who was paying for meals?

A. No.

Q. So Russell Marino would occasionally ask you -- did Russell Marino afterwards ask you, during 2015, that you kept track of who was paying for meals?

A. Sometimes he has.

Q. In the past you've had discussions with Harry Marino about the meal plan?

A. No.

Q. You talked about the fact that you were offering meals to workers with Harry Marino?

A. I don't remember how I talked to him. Maybe I did. I don't remember.

Q. Before 2015 you talked to Harry Marino about the meals?

A. Yes, um-hum.

Q. And you've also talked to Russell Marino, Jr. about the meals?

A. Yes.

Q. And one of the things that you discussed with the Marinos is how much you were going to charge for the meals?

A. Yes.
Q. And Russell Marino, Jr. occasionally entered the kitchen?
A. Yes, yes.
Q. And Harry Marino did so also?
A. Yes.
Q. Russell Marino, Jr., in fact, visited the kitchen at least once a month in 2015?
A. Yeah, at least. Yes.
Q. In 2015 there was a poster up in the kitchen about minimum wage laws?
A. I think, yes.
Q. And Joe Marino put that up?
A. Yes.
Q. I'd like to change course a little bit and ask you a bit about -- sorry. So back up. We were talking about how workers get paid on Friday afternoons from Sun Valley. Yes?
A. Yes.
Q. And they're paid by paychecks, by checks?
A. Checks. Yes.
Q. And many of the workers don't have their own bank accounts in New Jersey?
A. No.
Q. So you would help them by taking their paychecks to the bank?

A. Yes, I always been doing that. They sign and they handed the checks to me and I go to the bank and cash them.

Q. And then you take the cash back and return it to the workers?

A. Yes.

Q. And you did that in 2015 on a regular basis?

A. Yes.

Q. I'd like to talk to you a little bit about your sales of drinks and other items to Sun Valley's workers. So during the 2015 growing season, you purchased drinks at Sam's Club?

A. Yes.

Q. And you sold some of those same drinks to Sun Valley workers?

A. Yes.

Q. You sold drinks to workers in Sun Valley's fields?

A. Once or twice a day. Sometimes when it's too hot, it will --

Q. All right, thank you.

A. Sometimes, yes.

MR. SCHULTE: Objection, Your Honor. Let him answer. I mean, if counsel's going to testify, at least let the witness get his full answer out.

MR. HEYMAN-KANTOR: Your Honor, it was a yes or no question and he had answered the question.

MR. SCHULTE: It's a direct exam, just let him

finish.

JUDGE TIMLIN: Yeah, I think you should let him finish. I understand that I did grant you permission to treat him as a hostile witness, but I haven't heard anything from him right now that's been hostile, so unless that changes I think he should be allowed to finish his answers.

MR. HEYMAN-KANTOR: All right.

JUDGE TIMLIN: So, I mean, I understand. You're asking leading questions and that's fine because I've given you permission to do that, but I think he can -- I think he should be allowed to finish his answers. If it turns out that he's hostile, then we'll rein him in. Okay? But right now I haven't seen any evidence of that.

MR. HEYMAN-KANTOR: Right, just my request was probably based on he's identified with an adverse party. I'm not sure that he's --

(Crosstalk.)

JUDGE TIMLIN: Right. I understand that he's identified with an adverse party, but that in and of itself isn't enough unless he's giving you -- unless he's giving you untruthful answers or answers that are nonresponsive, none of which I've heard so far, okay? So go ahead, continue.

BY MR. HEYMAN-KANTOR:

Q. You sold workers drinks and other items from a room on Sun Valley's premises?

A. In the kitchen.
Q. And these drinks that you sold, you'd store them in refrigerators, yes?
A. In one big refrigerator that I have.
Q. That was in the kitchen?
A. Yes, in the kitchen.
Q. And is the refrigerator owned by Sun Valley?
A. Not that one.
Q. You stored some drinks in refrigerators owned by Sun Valley?
A. No, just one.
Q. Do you remember taking a deposition in this case?
A. Yes.
Q. And it was a deposition where everything you said was recorded by a court reporter?
A. Yeah, Tony.
Q. And you swore to tell the truth?
A. Yes.
Q. And that was the same oath that you took today?
A. Yes.
MR. HEYMAN-KANTOR: I'd like to show the witness a copy of his deposition.
JUDGE TIMLIN: Sure. You can approach.
MR. HEYMAN-KANTOR: Would you like a copy?
UNIDENTIFIED SPEAKER 1: Close the door?

JUDGE TIMLIN: Close that door, yeah.
UNIDENTIFIED SPEAKER 2: Actually, we can close this.
COURT REPORTER: Would you like a copy, Your Honor?
JUDGE TIMLIN: Sure.
BY MR. HEYMAN-KANTOR:
Q. And if you could please turn to page 55. All right, if you look at line 10. I'm going to read aloud and if you could please read to yourself. Line 10:
"Question: Any other place that you store the sodas?
"Answer: Yeah, a little room I call the storage room. I call the storage room.
"Question: Where is the storage room?
"Answer: It's inside the kitchen.
"Question: Who owns the kitchen?
"Answer: Sun Valley.
"Question: Who owns the refrigerator?
"Answer: Sun Valley.
"Question: Does Sun Valley own all five refrigerators?
"Answer: Yes."
Did I read that correctly? Did I read that correctly?
A. Yes. Yes, when you --
Q. Thank you.
MR. SCHULTE: Objection, Your Honor. He was still

testifying.

THE WITNESS: Yes.

JUDGE TIMLIN: Okay, just let him finish his answer.

THE WITNESS: Yeah, when you were asking me, I was thinking to store in the -- to make them cold, to cool them. But yes, we have the little storeroom in the back, was a little storeroom. But I was thinking in getting cold, because you say you -- what I hear, if I keep the sodas in the back room, refrigerators.

MR. HEYMAN-KANTOR: Thank you.

THE WITNESS: Um-hum. So it was not -- storeroom.

BY MR. HEYMAN-KANTOR:

Q. During the growing season in the mornings, you would bring a cooler with drinks in it to the field?

A. In the morning and sometimes in the afternoons.

Q. And you'd have drinks in it that you would sell to workers?

A. If they want the drinks, yes. If they don't want, they don't have to buy it. They drink water or just take a rest.

Q. And you would refill the cooler before the afternoon break?

A. No.

Q. Sometimes you did that?

A. In the mornings.

Q. You would put --
A. Yes.
Q. -- drinks in the mornings and sometimes before the afternoon breaks?
A. Sometimes.
Q. And then you sold drinks to workers in the mornings?
A. Like I said, it's an option of either they want to buy from me. If not, then what.
Q. So you would sell them in the mornings?
MR. SCHULTE: Objection, Your Honor. This is the third time around.
BY MR. HEYMAN-KANTOR:
Q. And you would sell them -- okay.
JUDGE TIMLIN: Okay, let's -- well-taken objection, but go ahead, continue.
BY MR. HEYMAN-KANTOR:
Q. You would sell drinks to workers in the afternoons?
A. Sometimes.
Q. Workers would buy drinks from the store in the kitchen after dinner?
A. If they want to, yes.
Q. And they could buy drinks at lunch?
A. If they want to, yes.
Q. The drinks you sold to workers who would only -- the drinks you offered for sale to workers included sodas?

A. Yes.
Q. Monster energy drinks?
A. Yes.
Q. Red Bulls?
A. Yes.
Q. Bottled water?
A. No.
Q. The sodas and the Monsters and the Red Bulls, they were sold at the same price, whether they were sold in the fields or in the kitchen?
A. Yes.
Q. You would buy sodas in 24-packs?
A. Yes.
Q. You would pay 13 to $14 for a 24-pack of soda?
A. Yes.
Q. Workers were charged $1 per soda?
A. Seventy-five cents, I think. Sometimes -- I don't remember, it was - 2015, it was 75, I think.
Q. Is it possible it was a dollar in 2015? For soda?
A. It's possible, but I remember -- I remember 75. Maybe it's possible.
Q. You would buy Monster energy drinks in 24-packs?
A. Yes.
Q. You'd pay $32, about, for a 24-pack of Monsters?
A. Yes.

Q. Workers were charged $1.50 for Monster?
A. Yes.
Q. You'd also buy Red Bulls in 24-packs?
A. Yes.
Q. You'd pay 30 or $31 for a 24-pack of Red Bull?
A. Yes.
Q. Workers were charged $1.50 for Red Bull?
A. Yes.
Q. All right. Sun Valley workers, on average, would purchase about three or four drinks a day from you?
A. Some of them, not all of them because they go to the store and they buy their own -- their own drinks, their own stuff. So --
Q. So workers --
A. -- not of all them, not all of them.
Q. The workers who didn't go to the store would buy three to four drinks from you a day?
A. Yeah, some of them. Yes.
Q. You'd also buy and resell sweet breads to workers?
A. Sweet bread? No. Sweet bread is -- the one I sell is like muffins.
Q. Muffins.
A. No sweet bread. The bread, we give it to the -- it's part of the meal plan.
Q. Was it the muffins that you'd pay $8 for a 12-pack

of?

A. Something like that. Yeah, something like 8, $10. I don't remember.

Q. And workers were charged 75 cents for a sweet bread?

A. Yes.

Q. You sold pastries in the fields for 75 cents?

A. No.

Q. No?

A. No.

Q. You sold snacks to workers?

A. Yeah, like chips. Yes.

Q. And chips were 75 cents?

A. Yes.

MR. HEYMAN-KANTOR: I'd like to show the witness another exhibit, PX 17-3.

BY MR. HEYMAN-KANTOR:

Q. Is that in there? Yes. Do you see these two photographs on this page, 801?

A. Yes.

Q. And these are photographs of the store that we've been talking about?

A. It's not a store, it's the kitchen.

Q. This is the kitchen --

A. Um-hum.

Q. -- where you sold items from?

A. Yes.
Q. And this is the -- in the top photo, this is where sodas were refrigerated that you sold?
A. Yes.
Q. And the bottom photo on the left are the soups that were sold there?
A. Yeah, a lot of soups. Yes.
Q. And when workers purchased items from here, the money was stored in the cash register in the middle of that second photo?
A. Yes.
MR. HEYMAN-KANTOR: I move to admit these into evidence.
JUDGE TIMLIN: Any objection?
MR. SCHULTE: No.
JUDGE TIMLIN: Okay, they're admitted.
(Whereupon, the document referred to and previously marked for identification as Plaintiff Exhibit 17-3 was received into evidence.)
BY MR. HEYMAN-KANTOR:
Q. All right. You can put that away. You can close it. Thank you.
I'd like to talk to you a little bit about Sun

Valley's housing. There are six worker bedrooms at Sun Valley?

A. Yeah, six.

Q. How many beds are in those bedrooms?

A. It's like 20 bunker --

THE INTERPRETER: You say double beds?

THE WITNESS: Double.

BY MR. HEYMAN-KANTOR:

Q. Were they bunk beds?

A. Bunk beds, yes.

Q. All right. And H-2A workers stay there free of charge? Do H-2A workers get free housing there?

A. Yes, free housing. Yes.

Q. And domestic workers?

A. Yes.

Q. And Sun Valley provides workers with sheets for the --

A. Yes.

Q. But not pillows, correct?

A. No pillows.

Q. There's also a bathroom in those housing facilities?

A. Yes.

Q. In 2015, two sinks -- well, let me ask you another question. How many sinks are there in Sun Valley's bathrooms?

A. Like seven or eight.

Q. Okay. And in 2015, two of those sinks were broken?

A. Could be, I don't remember. Sometimes they get broke and they fix it.

Q. All right. I'd like to show the witness his deposition again. Take a look at page 111. If you'd look at lines 23 to 24. If you could just read lines 23 and 24 to yourself and look up when you're done.

(Whereupon, the witness reviewed the document.)

THE WITNESS: Yes.

BY MR. HEYMAN-KANTOR:

Q. All right, does that refresh your recollection about whether any sinks were broken in the bathrooms in 2015?

MR. SCHULTE: Objection, Your Honor. What he said to the question. How is counsel's question refreshing anything other than that he asked the question before?

MR. HEYMAN-KANTOR: I'm asking if the deposition transcript refreshed his recollection.

MR. SCHULTE: Okay.

JUDGE TIMLIN: I think that was proper. He asked him to read a couple lines and asked him if it refreshed his recollection, so that's fine.

BY MR. HEYMAN-KANTOR:

Q. Does that refresh your recollection about whether any sinks were broken at Sun Valley in 2015?

A. Yes.

Q. And were two sinks broken at Sun Valley in 2015?

A. Yes. It looks like that, yes.
Q. And were --
MR. SCHULTE: Objection, Your Honor, just to be clear. What he's pointing to there was beyond the scope of what he'd ask him about and if we're going to put that in, I would move that he continue on to page 112 where he specifically says, "I fixed it or send somebody to fix it."
MR. HEYMAN-KANTOR: I'm just refreshing his recollection, not entering it into evidence.
MR. SCHULTE: Okay, he's mischaracterizing his testimony then.
MR. HEYMAN-KANTOR: All right.
MR. SCHULTE: He's testified before -- I mean, he's trying to change his testimony and he testified before that if things were broken, he fixed it. He testified consistently with that two months ago and now he's trying to excerpt it out so that it looks like the sinks remained broken.
MR. HEYMAN-KANTOR: He can ask that on his redirect.
JUDGE TIMLIN: Yes, you can. So objection overruled.
BY MR. HEYMAN-KANTOR:
Q. All right. In 2015, at some point, there were two screen doors that were ripped?
A. Yeah, maybe they were, but I -- later on I fixed them. As soon as I found out, I fixed them.
Q. And there were three bathroom windows that didn't

have screen doors?

A. Could be.

MR. SCHULTE: Objection, Your Honor. The windows didn't have doors?

BY MR. HEYMAN-KANTOR:

Q. Screen -- sorry. Let me rephrase. The bathroom windows did not have screens, correct?

A. Everything has screens.

Q. You're sure that all the bathrooms had screens in the windows in 2015?

A. I think -- I'm pretty sure. Maybe they could be broken, but --

Q. Can you turn to page 116 of your deposition? Now, you can look at page -- at lines 14 -- 14 to 25, just read those to yourself. To yourself.

(Whereupon, the witness reviewed the document.)

THE WITNESS: Oh, the windows, there's the windows that are above the screen doors, yes.

BY MR. HEYMAN-KANTOR:

Q. Thanks. You can close that. So by screen doors, do you mean the windows don't have screens?

A. Yeah, the windows don't.

Q. So if you open one of those windows, there's nothing preventing anything from going in and out from the window, correct?

A. Correct.

Q. In the bathrooms, there are times when the hot water would run out?

A. Sometimes when they come, everybody comes and they want to take a shower at once, they run out of hot water and they have to wait a little bit so the water -- time to get water.

Q. I'd like to ask you a little bit about transportation at Sun Valley. In 2016, Sun Valley provided workers free transportation to a Laundromat in town?

A. In '16, yes.

Q. All right. And that free transportation started towards the end of the 2015 growing season?

A. There's always been free transportation. There's always been. But they start to rent at this transportation company in the end of -- in the middle of '15, I think, or '16. I think it was '16 when they hired this transportation company. But in 2015, when the guys came from Mexico, I offered them free transportation from the -- on the rent (verbatim) from the company.

Q. All right. You sometimes would tell them to try to get a ride from other workers with vans?

A. No, no. They would come to me and they ask me if -- how can they do to get transportation to the store or -- do Laundromat or do personal things. This is when I told --

talked to those guys, they know.

Q. So when a worker wanted to go to a store other than the Laundromat --

A. Um-hum.

Q. -- you would refer them to another worker who had a car?

A. No, I ask -- once I talk to them, I told them to talk to those guys and they would know. But after that, I never say anything about that. I don't mess with that.

Q. And so by other guys, you're talking about other farm workers?

A. Yes.

Q. And you've done that in other years, you've told workers to talk to other farm workers to get a ride?

A. Yeah, because they know -- they got friends outside of the camp and they will come and they pick them up and they take them. I don't know how that works.

Q. And you don't know whether they charge for those rides?

A. I don't deal with that.

Q. So I'd like to ask you also about transportation between Sun Valley's dormitory and the fields.

A. Um-hum.

Q. One of the fields is a 15-minute drive from the dormitory?

A. Yes.
Q. And it would take a couple hours to walk from the dormitory to that field?
A. If they walk or somebody walks, maybe, could be.
Q. So Sun Valley would use buses to transport the workers to the fields?
A. Yes.
Q. And you select the drivers for those buses?
A. Yes.
Q. And you select them from amongst Sun Valley's farm workers?
A. Yes.
Q. And you do so when the workers arrive for the season at the farm?
A. Yes.
Q. And sometimes there are no farm workers who have a New Jersey driver's license, correct?
A. Correct.
Q. And you told Sun Valley's owners about the difficulty you've had finding workers with New Jersey driver's licenses?
A. Yes, I did once. Yes.
Q. And you did this before 2015?
A. Before, yes.
Q. And so to select drivers, one thing you'll ask the farm workers is who has a Mexican driver's license?

A. Correct.
Q. You also ask who has experience driving?
A. Yes.
Q. And if a worker has either a Mexican driver's license or driving experience, you'll let them drive?
A. Yes.
Q. In 2015, some of the drivers had only Mexican driver's licenses?
A. Yes.
Q. In 2017, I guess the current year, one of your drivers is your son?
A. Yes.
Q. And he has a New Jersey driver's license?
A. Yes.
Q. And there are two other driver's licenses -- excuse me. There are two other drivers. You don't know whether they have New Jersey driver's licenses?
MR. SCHULTE: Objection, what year are we talking about now?
JUDGE TIMLIN: Yeah.
MR. HEYMAN-KANTOR: 2017, the current year.
MR. SCHULTE: Well then, objection. Outside the scope. What possible concern does that have to do with --
JUDGE TIMLIN: Do we have a violation for people driving without driver's licenses in 2017?

MR. HEYMAN-KANTOR: We will later talk about our CMP assessments, and that is related to post-dated conduct.

JUDGE TIMLIN: Okay, I'll allow it.

BY MR. HEYMAN-KANTOR:

Q. Just to recap, your son is one of the drivers and he has a New Jersey driver's license?

A. Correct.

Q. And the other drivers, you haven't asked them to show you their driver's licenses?

A. No.

Q. All right. I'd like to talk about some workers whose employment ended in August 2015. So around that time, many of the peppers at Sun Valley became diseased and died?

A. Correct.

Q. And there wasn't enough work for all of the farm workers?

A. Correct.

Q. So Sun Valley needed to let go of some workers?

A. Correct.

Q. They needed to let go about 44 workers?

A. Correct.

Q. And Russell Marino told you to tell the workers about this?

A. Correct.

Q. And it was up to you to determine which workers to

let go?

A. I talked to them and I asked them about who wanted to leave and, like, nobody wanted to leave, nobody came to me. I picked them out.

Q. So you chose, ultimately, who would be let go?

A. Yes.

Q. And you were more willing -- you were more likely to let go a worker who didn't want to work a lot of hours?

A. Not that they don't want to work a lot of hours, they were troublemakers, a lot of troublemakers.

Q. And workers who refused to work on the weekends were more likely to be let go?

A. It wasn't because of that. There was a group of six or seven guys that they never work on the weekends and it was fine for me. But they will talk too much and they will talk to other guys, talking bad about the company or me, about the food, about everything. They not happy working there, always complaining about everything.

Q. So that's why you let those workers go?

A. It was one of the reasons.

Q. And one of the reasons was they weren't working on the weekends?

A. No.

Q. But those workers did not work on the weekends?

A. Only seven was, six or seven.

Q. Those six or seven did not work on the weekends?
A. Um-hum.
Q. In the fields, when you sold drinks to workers who wanted to buy the drinks, you would sometimes record who purchased a drink in a notebook?
A. Sometimes when they ask me to, because they don't have money or a way or they forgot their wallet in the dormitory sometimes.
Q. All right. All right. And we were talking about the kitchen. Your wife is one of the cooks in the kitchen?
A. Yes, correct.
Q. And that's the kitchen that provides meals that workers purchase on a weekly basis?
A. No, purchase the meal plan.
Q. And you don't -- in terms of the -- sorry. How many other cooks were in the kitchen?
A. Two, two more.
Q. Two more. And the records of worker purchases of drinks in 2015, you don't still have that, correct, all those records?
A. No.
Q. And the meal plan that you worked on in 2015, there have been meals provided from that kitchen to workers in prior years?
A. Yes.

Q. Yes. How many years back have workers been getting meals from the kitchen there?

A. Always since we start to -- since we opened up -- they always pay weekly.

Q. Now since 1990?

A. It was like '97, '98, something like that. I don't remember.

Q. And workers have been paying for meals going back that far, as well?

A. Yes.

Q. And they paid a weekly fee for the meals?

A. Yes.

Q. And they paid you for the meals?

A. Yes.

MR. HEYMAN-KANTOR: No further questions.

JUDGE TIMLIN: Okay.

MR. SCHULTE: Thank you, Your Honor.

JUDGE TIMLIN: Yeah.

CROSS-EXAMINATION

BY MR. SCHULTE:

Q. Good morning, Mr. Agustin. Did any of the workers ever pay money directly to Sun Valley that you're aware of? Or did they only pay you?

A. The meal plan?

Q. Meal plan, drinks, any other --

A. No, I mean --

MR. HEYMAN-KANTOR: Objection, compound question.

THE WITNESS: They paid me.

MR. SCHULTE: Your Honor, I think it's late in the game for him to object to the form. If he's confused, he can say so.

JUDGE TIMLIN: Well, I don't think it's late in the game for that. You can object to form at any point, but it was a compound question which doesn't help you, so --

MR. SCHULTE: Okay, I'll break it down.

JUDGE TIMLIN: -- just separate it out.

BY MR. SCHULTE:

Q. For meals, did any of the workers ever pay Sun Valley for meals?

A. No.

Q. For drinks?

A. No.

Q. For housing?

A. No.

Q. For rides?

A. No.

Q. For laundry?

A. No.

Q. Okay. When you went to the bank, had the bank already prepared envelopes with the workers' cash in it based

on information from Sun Valley?

A. Yes, in the office, they fax the list, the payroll, and when I get to the bank, they give me the envelopes with the money.

Q. Okay. And the envelopes are already sealed by the bank, right?

A. Sealed.

Q. With the worker's name on it?

A. Yes.

Q. So you don't get a lump sum of money, you get envelopes for each worker?

A. Yes.

Q. Okay. And you never take any of the money out of --

A. Never.

Q. -- the workers' pay?

A. Never.

Q. Is it because the workers don't want their own bank accounts; they don't want to pay the fees?

MR. HEYMAN-KANTOR: Objection, calls for speculation.

JUDGE TIMLIN: I'm not sure how he would know, but you can ask.

THE WITNESS: They never have asked me, have asked me to help them to open a bank account. They are not interested in that.

BY MR. SCHULTE:

Q. Okay. Did you ever buy drinks from anywhere other than Sam's Club?

A. No, sometimes the Mexican store, Barbarrio (ph.).

Q. Okay, is that more expensive, usually, than Sam's Club?

A. Yes.

Q. Okay. You brought water to the fields for the workers to drink every day?

A. Every day, every day.

Q. Was water available at meals?

A. Yes.

Q. Okay. So if they bought drinks is it because they wanted something different than water?

A. Yes.

Q. And does Sun Valley pay for gas for your truck?

A. Yes, they pay all the bills.

Q. Okay. For driving around, to fuel up your truck?

A. Yes.

Q. Okay. Were there any workers who didn't choose to be on the meal plan?

A. Not until 2015, when these two or three guys came to me and they say they don't want to pay me. It's the only year I had that.

Q. Okay. Were they disciplined in any way for not being part of the meal plan? Did you punish them?

A. No, no.
Q. Were they fired?
A. I never say -- I didn't say anything.
Q. Did Sun Valley punish, fire them?
A. No.
Q. Okay. Did any of the workers in 2015 ask you if they could store food in the refrigerator?
A. Never. Never came to me and ask me for that.
Q. Did they ever ask to use the stoves?
A. No.
Q. Now, you talked about the size of the kitchen. If workers wanted to cook in multiple shifts, would that have been possible?
A. When we are cooking all the food, something is possible, if it is without everything's busy and it's a mess inside. But if one of them would've come to me and they ask me to do that, we could make arrangement or talk to somebody and make arrangement to -- then they would come to me.
Q. When the H-2A workers arrived in 2015, had workers been living there before they got there?
A. Yes, there was about 18, 20 guys living there.
Q. Okay. Were they in one room or were they spread out across all six bedrooms?
A. They were spread out in two or three, three -- I think three bedrooms, I think.

Q. Okay. Were you there when the New Jersey Department of Labor did its housing inspection in 2015?
A. Yes.
Q. Did they tell you that there were any problems with the housing?
A. No.
Q. Did they complain about the screens?
A. Everything was fine.
Q. No problems with the water?
A. No.
Q. Okay. And when the hot water runs out, if they wait a few minutes there will be more hot water, right?
A. Yes.
Q. If a worker brought a complaint to you about a condition of the housing, what would you do?
A. If it's something minor, I will fix it. I will fix it myself. If it is something major, I will tell somebody so they can send someone that's outside --
Q. Okay. Were there any complaints by the workers about housing in 2015 that you didn't fix through one of those two ways?
A. No.
Q. You talked about free rides to the Laundromat. Near the Laundromat, are there other stores there?
A. Just like McDonalds or WaWa, but is not big stores

around.

Q. Were there places to buy food there?

A. Yes.

Q. You talked already about the workers let go in August. Did you have the final say as to who would be let go or did anybody else have a role in that?

A. No, I got -- I, too, got to pick them up and I -- I pick them up and I guess -- the final list.

Q. Did Russell Marino, Jr. look at that list?

A. I gave to him. I guess he saw it, but he don't know the names, he don't know much of the names.

Q. Okay. Do you know if he looked at anything else after you gave him the list?

A. I don't know.

Q. In the work contract, do you know if it says that there will be work on weekends? If you know.

A. As far as I know, the H-2A workers, they -- if they don't want work to on the weekends, they don't have to and we can't force them. But if they -- most of them, they are willing to work, they want to work.

Q. Okay. And the workers that were let go, you may have said this before, but that wasn't the reason that they were let go?

A. No, it wasn't. No.

Q. Are there lockers in the dormitory rooms?

A. Yes.
Q. And the workers can store their material there?
A. Yeah. Um-hum, yes.
Q. Was there anyone who paid for meals that would skip meals?
A. Sometimes before I got this list, some -- I knew some guys that they cheat, but it didn't really matter to me. One or two guys maybe cheat, but I don't know. I'm not sure.
Q. And just to clarify, when you say cheat, you mean they would eat the meals but not pay you?
A. They no pay, yeah.
Q. But if they paid you, they would always eat the meal?
A. Yes.
Q. Okay. Are you familiar with the Department of Labor's limit on how much a meal charge can be for the week?
A. Yes.
Q. Did you ever charge more than that?
A. No, never.
Q. Let's go to a new area. The workers who left in May of 2015, how long had they been there, how long had they been working there before they decided to go?
MR. HEYMAN-KANTOR: Objection, Your Honor. That's outside the scope. I didn't ask any questions about those workers.
JUDGE TIMLIN: He did not, but you actually were

doing cross, so he's doing direct, so I think he can.

MR. HEYMAN-KANTOR: So he can ask these questions open-ended, that I asked?

JUDGE TIMLIN: Yeah, yeah.

BY MR. SCHULTE:

Q. How long were the workers at Sun Valley?

A. I think a week or a little bit over a week.

Q. Okay. Did they come to you at some point and ask to speak with you about concerns?

A. No.

Q. Did they ever ask to talk to the Marinos?

A. When they try about three or four days of work, they were not happy. That's when one of them told me to -- that they want to talk to the boss.

Q. And what were they like as workers? How did they perform?

A. They were not country guys, country workers, they were like more like city workers and they couldn't stand the -- they couldn't perform the work.

Q. What did you do to help them, if anything?

A. I would come to them, I would work along with them and I show them how to do things and teach them how to move, how to bend, teach them everything, and they couldn't do the work.

Q. And what types of work were they doing while they

were there?

A. Cut asparagus.

Q. Is that hard work?

A. Yes, it's tough. It's the toughest work we have.

Q. When they asked to speak to Russell, what did you do?

MR. HEYMAN-KANTOR: Objection, that's not in evidence.

MR. SCHULTE: He just testified that they had asked to speak with Russell to talk about their working conditions.

JUDGE TIMLIN: Well, I think he said they asked to talk to the boss.

MR. SCHULTE: Oh, I'm sorry.

BY MR. SCHULTE:

Q. When they asked to talk to the boss, what did you do?

A. I told him, but he couldn't come that day or the next day because he was very busy and he was until they decide to stop complete, but he come to the camp.

Q. Okay. And just to clear a couple -- when you said the boss, who was that?

A. Russell.

Q. Okay.

A. Russell, Jr.

Q. And when you said they quit, you mean they stopped for the day or they stopped altogether?

A. I think that some of them, they stop for the day and

the last day, they find out that they -- they decide not to continue and they stop, they quit --

Q. Did you tell them they couldn't work?

A. No. No, I didn't say that.

Q. Okay. Did Sun Valley need them to keep working?

A. Yes, we had all those -- it was very hot.

Q. How many people were in that group?

A. Nineteen. Nineteen, twenty guys.

Q. Is that a big part of the Sun Valley workforce at the time?

A. Yes, just about the highest --

Q. Okay. And after you told Russell about their concerns, did he come and meet with them?

A. Yes.

Q. Did anyone else meet with them?

A. Joe Marino.

Q. Okay. And where was the meeting?

A. At the camp.

Q. Okay. What did the workers say when Russell got there?

A. They were -- I don't even know, I don't even remember what some people they say, but they would say that they wouldn't be able -- they won't keep working, and Russell Marino was asking what was wrong, but then they never say anything about the camp; it was the work, that they couldn't perform it.

Q. What did they say about the work?
A. That it was too hard, they wanted to leave.
Q. Okay.
A. They decide to leave.
Q. And did they say that to Russell and Joe?
A. Yes.
Q. What did Russell and Joe say to them?
A. He was trying to convince them, trying to convince them to stay, but then they say okay, you want to go, that's fine.
Q. And you can't force them to work if they don't want to?
A. No, no.
Q. And so did that group decide, as a group, to leave?
A. There was about five, five or six guys that they were more likely to go. The other guys, some of the other guys, they were like -- I see them like they want to stay, but they were pulling -- I don't know how to say it, but they were talking -- they were like a little --
JUDGE TIMLIN: Mr. Hernandez, if it's easier for you, you can tell the story in Spanish and it can be translated for you.
THE WITNESS: Okay.
JUDGE TIMLIN: Because if you're having trouble with the English words, that's why we have the translator here.

THE WITNESS: Okay.

JUDGE TIMLIN: Okay?

THE WITNESS: Yes.

JUDGE TIMLIN: So do you want to continue the story?

THE WITNESS: That time when he came or they, the bosses, they came out of the room and Russell Marino told them what the problem was. And they began to say that the work was too hard and they wanted to leave. Russell Marino was a little bit upset. When Mr. Joey arrived, Mr. Joe told them that it was fine if they left, that that was new to them, they could leave. And he told them it was fine for them to leave, but we needed them to sign the document saying that it was voluntary, it was a voluntary decision, that they wanted to leave.

BY MR. SCHULTE:

Q. And was it a voluntary decision?

A. Yes, they decided. They were the ones who decided.

Q. Just to clarify, I don't know if it's the translation. When Russell arrived, did he say -- did you say he said what the problem was or he asked what the problem was?

A. He asked what the problem was.

Q. Thank you. Do you know if the workers were from the same area as one another?

A. Yes, they were. I don't know if they were from the same town, but they were from the same state, yes.

Q. And how many other H-2A workers other than those in

the group did you have at the time?

A. There still were, there were like 15 to 20. Twenty.

Q. And where those workers from the same area in Mexico as the workers in the group?

A. No. Some were, some weren't, but many weren't.

Q. Did any of those workers quit?

A. No.

Q. Were those workers doing the same type of work as those workers in that group?

MR. HEYMAN-KANTOR: Objection, leading.

MR. SCHULTE: Were they.

JUDGE TIMLIN: Were they is -- I mean, it's still asking for yes or no.

MR. SCHULTE: Okay.

THE WITNESS: Si.

MR. HEYMAN-KANTOR: No, don't.

JUDGE TIMLIN: But -- yeah. Let's see if he can rephrase it. We're not going to count that answer.

BY MR. SCHULTE:

Q. What type of work were the workers who stayed doing?

A. The same thing, cutting asparagus, the same type of work.

Q. And where were those workers living?

A. In the fields, in the dormitories in the fields.

Q. And how did those workers get their meals?

A. Through me, in the kitchen.
Q. Other than that group of 19 workers, did any of the other workers there complain about the housing?
A. No, none.
Q. I should -- sorry, I'm sorry. I didn't mean to step on you. To clarify, did any of those workers complain about housing at the meeting with Russ and Joe?
MR. HEYMAN-KANTOR: Objection, confusing.
JUDGE TIMLIN: It's okay, he can ask it.
THE WITNESS: Not with me, not with him, no.
BY MR. SCHULTE:
Q. Did any of the workers outside that group complain about the work conditions?
A. No.
Q. In your 27 years at Sun Valley, has there ever been a group this large that's quit?
A. Never. At most, five or six have left, but never 19 or 20.
MR. SCHULTE: Nothing further, Your Honor. Thank you.
JUDGE TIMLIN: Any recross?
MR. HEYMAN-KANTOR: Can we have a short break?
JUDGE TIMLIN: Yeah, it's a good time to take a short break, 10 minutes. But actually, 10 minutes we'll go off the record. Can I see counsel up here for a minute?

(Off the record at 11:21 a.m.)

(On the record at 11:31 a.m.)

JUDGE TIMLIN: Mr. Schulte had finished, so Mr. Heyman-Kantor, you're back up again.

REDIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. So at this May 2015 meeting, were you translating?

A. No.

Q. Is it possible that some of the workers didn't understand what Russell Marino was saying?

MR. SCHULTE: Objection. How does he know what the workers understood?

JUDGE TIMLIN: If he knows.

THE WITNESS: Russell was speaking in Spanish.

BY MR. HEYMAN-KANTOR:

Q. Is it possible that some of the workers didn't understand what he was saying?

MR. SCHULTE: Objection, same question. Asked and answered.

JUDGE TIMLIN: I'll allow it.

THE WITNESS: No, he speaks very well.

BY MR. HEYMAN-KANTOR:

Q. So after this meeting, then, you distributed these departure forms to the workers?

A. Yes.

MR. HEYMAN-KANTOR: Those are all the questions I had. I just wanted to make sure, I had it in my notes that PX-17-1 was admitted, is that right?

JUDGE TIMLIN: Yes, 17-1, 17-2, and 17-3 were all admitted.

MR. HEYMAN-KANTOR: Okay.

JUDGE TIMLIN: There were objections to 17-2, but I did admit it.

MR. SCHULTE: Just to clarify before a quick --

JUDGE TIMLIN: Um-hum.

MR. SCHULTE: I guess it's redirect. For 2, it was admitted as a business record, but not necessarily -- because there's a double hearsay issue as to the representations by the workers, so that was the part that was --

JUDGE TIMLIN: Right, okay. Yeah, I -- in terms of whether or not it was their signatures?

MR. SCHULTE: What the significance is of that.

JUDGE TIMLIN: What's the significance of the signature? Okay. I understand that, yeah.

MR. SCHULTE: Okay.

MR. HEYMAN-KANTOR: But --

JUDGE TIMLIN: Okay.

MR. HEYMAN-KANTOR: -- is that an inadmissibility issue or --

JUDGE TIMLIN: It's not, it's a purpose -- it's not

really, it goes -- it doesn't really go to the admissibility so much as what value I'm going to take from it.

So okay, Mr. Schulte.

MR. SCHULTE: A couple questions.

RECROSS-EXAMINATION

BY MR. SCHULTE:

Q. Counsel just asked about the forms that you gave to the workers; is that right?

A. Yes.

Q. Was Russell there when the workers completed the forms?

A. I don't think so.

Q. Did he tell them which box to check?

A. He told them that they could mark whatever box was best for them. He did not want to compromise them.

Q. Do you know if any of the workers spoke with anyone in Mexico before completing the form?

A. On the last day of work, yes, they spoke to their local agent in Mexico.

Q. Do you know what they spoke about?

MR. HEYMAN-KANTOR: Objection, foundation. I don't know how he would know this.

MR. SCHULTE: My question is do you know.

JUDGE TIMLIN: Yeah, it was a "do you know" question, so it can go. You can answer it.

THE WITNESS: What was the question?

BY MR. SCHULTE:

Q. Of course. Do you know what they talked about with that person?

A. Yes, because I was there so I heard the conversation and they were wondering what they should do and whether this would compromise their position if they left because the work was very heavy.

Q. Did you talk to someone on the phone?

A. The local agent did ask to speak with me, and I did, and he asked me if I thought the work was too heavy and I said yes.

Q. Did the Marinos -- oh, sorry.

THE INTERPRETER: The interpreter would like to correct.

THE WITNESS: He asked me if the work was heavy and I said yes.

MR. SCHULTE: Thank you.

BY MR. SCHULTE:

Q. Did the Marinos tell you how to run the kitchen?

MR. HEYMAN-KANTOR: Objection, outside of the scope.

JUDGE TIMLIN: It is outside of the scope of the recross, so I'm not sure how you'd get there.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay.

MR. SCHULTE: Nothing further, then.

JUDGE TIMLIN: Okay. Do you have anything else?

MR. HEYMAN-KANTOR: Nothing, Your Honor.

JUDGE TIMLIN: Okay, so my turn. I want to understand a little bit about this meal plan. Did the way that the meals were provided change in 2015 from how they had been done in 2014?

THE WITNESS: The only thing that changed was the cost. In 2014 it was a little less expensive and it cost a little more in 2015.

JUDGE TIMLIN: Okay. So you were still the person who was in charge of running this meal plan?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. And I thought that at one point you said that Russell Marino told you that you could charge the workers for the meals, but of what I wasn't sure is whether you were talking about junior or senior.

THE WITNESS: Junior.

JUDGE TIMLIN: Okay. And from the money that you charged for the meals, what did you do with that money after you got the money, what did you use it for?

THE WITNESS: I buy all the things that are necessary from three different stores and I pay the cooks.

JUDGE TIMLIN: And there's three cooks that you're paying?

THE WITNESS: Yes.

JUDGE TIMLIN: Do you pay them by the hour or do you pay them a certain amount a week?

THE WITNESS: A certain amount per week.

JUDGE TIMLIN: You receive all your pay from Sun Valley Orchards?

THE WITNESS: Correct.

JUDGE TIMLIN: Okay. Are you paid by the hour or are you paid a certain amount per week?

THE WITNESS: Per hour and commission.

JUDGE TIMLIN: What is your commission based on?

THE WITNESS: The product that is packaged.

JUDGE TIMLIN: Okay, so if you successfully package more asparagus, you actually get a little extra money?

THE WITNESS: Correct.

JUDGE TIMLIN: So if you're working by the -- if you're being paid by the hour, what is your schedule?

THE WITNESS: The same as the workers except for an extra hour at the end of the day, or half an hour.

JUDGE TIMLIN: Okay. And how many days a week are you working those hours?

THE WITNESS: Seven days.

JUDGE TIMLIN: So when you go to buy the groceries for the meal plan, are you doing that during your hours that you're working for Sun Valley Orchard?

THE WITNESS: No, I don't go to the stores to make a purchase. Two stores make deliveries and I send my wife to the other store.

JUDGE TIMLIN: Okay. The stores that make deliveries, who orders the food?

THE WITNESS: I do.

JUDGE TIMLIN: And when do you order the food?

THE WITNESS: Thursdays or Fridays.

JUDGE TIMLIN: Okay. And when does your wife go to the third store?

THE WITNESS: On Saturdays.

JUDGE TIMLIN: Okay. Do the cooks work on Saturdays and Sundays?

THE WITNESS: Seven days.

JUDGE TIMLIN: How many meals a day was your wife preparing?

THE WITNESS: Usually, two. We give them coffee and bread in the morning and then she cooks for lunch and dinner.

JUDGE TIMLIN: Okay. What happens if the money that you take from the employees is not enough to cover the cost of the food and the cooks?

THE WITNESS: That does happen during the first four or five weeks of the season and then I put in money from my own pocket.

JUDGE TIMLIN: Okay. And then later in the summer

does it work the other way, that you actually get extra money than what you're spending?

THE WITNESS: Yes, as the summer goes along, there are more people there and then there's more money and so then slowly I begin to recuperate what I've invested.

JUDGE TIMLIN: Do you make a profit?

THE WITNESS: No.

JUDGE TIMLIN: Are you paying your wife's wages?

THE WITNESS: Yes.

JUDGE TIMLIN: And the other two cooks, are they related to you?

THE WITNESS: No.

JUDGE TIMLIN: Okay. At one point I think you said that there was a point at which Sun Valley Orchards wanted to know what you were spending the money on and you told them it was for food, but I wanted to know when you said -- who at Sun Valley Orchards wanted to know?

THE WITNESS: I wasn't referring to Sun Valley. I was referring to the Department of Labor.

JUDGE TIMLIN: When did you talk to the Department of Labor?

THE WITNESS: In 2015, yes.

JUDGE TIMLIN: Okay. And that was the U.S. Department of Labor and not the New Jersey Department of Labor?

THE WITNESS: It wasn't state, it was federal.

JUDGE TIMLIN: Okay, yeah. Okay. I know that out in the fields you sold soda and you said you did not sell bottled water. Okay.

THE WITNESS: No, I do not sell water in bottles.

JUDGE TIMLIN: Was there water available at the fields?

THE WITNESS: Yes.

JUDGE TIMLIN: Describe what you had available there for water.

THE WITNESS: So we have two trucks and on those trucks there are water jugs. There might be four, maybe five water jugs and as they get empty, then I send somebody to refill them.

JUDGE TIMLIN: And are they refilled from tap water?

THE WITNESS: Yes.

JUDGE TIMLIN: Have the workers ever said anything to you about their concern about drinking tap water?

THE WITNESS: No, not that year, but before that, I did get a couple of complaints, but the problem was that there was a problem with the filter.

JUDGE TIMLIN: So do these jugs have filters?

THE WITNESS: No, where we go to fill them.

JUDGE TIMLIN: Oh, okay. Where do you go to fill them?

THE WITNESS: We would go back to the camp and when

there was a problem there, then I would go to another packaging place that also has water and filled them there.

JUDGE TIMLIN: Okay. Okay, I'm not quite sure I understand what "the camp" means.

THE WITNESS: The dorms.

JUDGE TIMLIN: Oh, okay. And this water that's -- these jugs that are on the truck, are they kept cool in any way?

THE WITNESS: Yes, I do freeze water in gallon containers and I put in a whole gallon of ice in, in the morning.

JUDGE TIMLIN: Okay. Mr. Heyman-Kantor was asking you some questions about the prices of the sodas and the Monster and Red Bull drinks that you buy and I might have some of the numbers wrong, but you were buying sodas in 24-packs?

THE WITNESS: Sometimes 24 and sometimes they would come in packs of 30.

JUDGE TIMLIN: Okay. And that was from Sam's Club?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. And how much, generally, was a pack of soda costing you?

THE WITNESS: About, I'm not sure, maybe 12, 13, but I'm not really sure.

JUDGE TIMLIN: Dollars? Twelve to thirteen dollars?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. And then you were selling for about -- at one point you said 75 cents, then you said maybe a dollar per can.

THE WITNESS: Yes.

JUDGE TIMLIN: In the dormitory you said that there are six worker bedrooms with bunk beds and I missed the number of bunk beds that you said there were.

THE WITNESS: So in five of the dorms there are 18 to 12 -- I'm sorry, 18 to 20 bunk beds and then in the small room there's about eight. No, no, that can't be right. Maybe 10 or 12 bunk beds.

JUDGE TIMLIN: And so you're sleeping -- in one of the rooms you can sleep maybe up to 40 guys and in the smaller room up to about 24 guys?

THE WITNESS: No, there's 20 sleeping in each room.

JUDGE TIMLIN: Okay, okay. Got it. The free transportation, is it in a school bus or a van?

THE WITNESS: It's a small school bus.

JUDGE TIMLIN: Okay. Is that the thing that your son drives?

THE WITNESS: Yes.

JUDGE TIMLIN: Was he driving it in 2015?

THE WITNESS: No.

JUDGE TIMLIN: But now, in --

THE WITNESS: Now, yes.

JUDGE TIMLIN: Okay. And is that available to take guys to the Laundromat whenever they need to go to the Laundromat?

THE WITNESS: Yes. If they ask me, yes.

JUDGE TIMLIN: Okay. How many trips to the Laundromat are you making -- or the bus is making a week? Yeah, 2015. Sorry.

THE WITNESS: In 2015, they were going twice a week.

JUDGE TIMLIN: Okay. And did it go any other places besides the Laundromat and the fields?

THE WITNESS: No.

JUDGE TIMLIN: Okay. So if someone wanted to go somewhere else, I think you said you just referred to "those guys." I'm not sure what you meant by "those guys."

THE WITNESS: The other workers that have cars.

JUDGE TIMLIN: And who are those other workers? They're not H-2A guys?

THE WITNESS: In 2015 there were two that were not H-2A.

JUDGE TIMLIN: Okay. And they had cars?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. At one point in 2015, the peppers caught a disease and you had to let some workers done (verbatim) and you said --

THE INTERPRETER: I'm sorry, Your Honor. You had to

let the workers?

JUDGE TIMLIN: I'm sorry, the workers go. Sorry. Let the workers go. And you said that Russell Marino told you to tell the workers, but again, I don't know if you meant junior or senior.

THE WITNESS: Junior.

JUDGE TIMLIN: Okay. And I think you said nobody volunteered to leave?

THE WITNESS: No.

JUDGE TIMLIN: So you picked out the guys that you felt were the troublemakers?

THE WITNESS: Yes.

JUDGE TIMLIN: And this happened after the group in May, the 19 guys left the job?

THE WITNESS: Yes, correct.

JUDGE TIMLIN: So what were these guys complaining about that you thought they were troublemakers?

THE WITNESS: There were about six or seven who always complained; they were complaining about the work, they were complaining and saying that, you know, they weren't earning as much as other places, and other places the work was better. And then the others I just picked randomly.

JUDGE TIMLIN: And you let go 44 guys?

THE WITNESS: Yes.

JUDGE TIMLIN: It's all guys; it's all men, right?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. And I think Mr. Heyman-Kantor was asking you some questions about people working on weekends and you said of the 44 there were only about six or seven -- of the 44 that you let go, only six or seven of them did not work weekends?

THE WITNESS: Yes, correct.

JUDGE TIMLIN: Okay. Did you keep anyone on the job who did not work weekends?

THE WITNESS: Of course.

JUDGE TIMLIN: Okay. How many guys did you keep, total?

THE WITNESS: If I'm not mistaken, about 60, there were about 60.

JUDGE TIMLIN: So you had about a hundred guys; you let go 44, kept 60?

THE WITNESS: Correct.

JUDGE TIMLIN: And out of that 60 that stayed, how many of them did not work on weekends?

THE WITNESS: There were several of them, but it wasn't every weekend. Sometimes they would just ask for a day off and they needed rest and I would say it was okay.

JUDGE TIMLIN: And at that point in the summer were you still working seven days a week? The guys, were the workers still working seven days a week?

THE WITNESS: So, yes, but after the work slowed down, then we would take Sundays off sometimes to rest.

JUDGE TIMLIN: Okay. In the dormitories where the bunk beds are, you said there also are lockers for storage?

THE WITNESS: Correct.

JUDGE TIMLIN: Are there as many lockers as there are beds?

THE WITNESS: In one room, no. It's a little less.

JUDGE TIMLIN: And which room is that?

THE WITNESS: About five, number five.

JUDGE TIMLIN: Okay, is it one of the big rooms or one of the smaller rooms?

THE WITNESS: One of the big ones.

JUDGE TIMLIN: And it's about how many short? How many --

THE WITNESS: I'm not sure, but I think about two. In all, it's about four or five.

JUDGE TIMLIN: Okay. So if all of the beds were full, maybe four or five guys would not have lockers?

THE WITNESS: More or less.

JUDGE TIMLIN: How often in 2015 were all the beds filled?

THE WITNESS: Almost never.

JUDGE TIMLIN: You described the workers, the unhappy workers at the meeting in May as being city workers not country

workers, and I just wanted to know what you meant by calling them city workers.

THE WITNESS: I asked the others that knew them and they said that they weren't used to working hard and that they lived in towns. So they did other types of work in Mexico, so they weren't used to heavy work on the farm and so that's why I said that they were city.

JUDGE TIMLIN: So city workers are not hard workers, I say, as a city worker?

(Laughter.)

THE WITNESS: Some, yes.

MR. SCHULTE: If you want to trade, we could arrange a swap for a week or something.

JUDGE TIMLIN: That's okay. I'm too fair. I don't do that well in the sun. Okay.

Then you had this meeting. You were at the meeting, also, that Russell Jr. came to with the workers who were unhappy in May?

THE WITNESS: Yes.

JUDGE TIMLIN: And you said Russell Jr. was trying to convince them to stay. When he was trying to convince them to stay, what language was he speaking in?

THE WITNESS: In Spanish. But he was telling them that we had a lot of work, and if they left, that that was going to compromise us.

JUDGE TIMLIN: Okay. At what point in the meeting did Joe Marino show up?

THE WITNESS: Not even 10 minutes. Five, ten minutes after.

JUDGE TIMLIN: Did he say anything to anyone?

THE WITNESS: No.

JUDGE TIMLIN: How long did the meeting last?

THE WITNESS: Fifteen minutes, maybe a little more.

JUDGE TIMLIN: How many of the workers spoke up?

THE WITNESS: I only remember one.

JUDGE TIMLIN: Okay. So that's all I have, so we go back to Mr. Heyman-Kantor. Anything off of what I had?

MR. HEYMAN-KANTOR: I do have a few questions.

FURTHER REDIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Mr. Hernandez, you said partly your pay is based on a commission?

A. Yes.

Q. And that's based on how much the workers -- how hard the workers work?

MR. SCHULTE: Objection, Your Honor. That's not what he testified. Mischaracterizes testimony.

JUDGE TIMLIN: I'm going to allow it. Go ahead.

THE WITNESS: It depends on how much is picked, not how hard they work.

BY MR. HEYMAN-KANTOR:

Q. So the more they pick, the more you earn?

A. Well, not necessarily.

Q. Well, explain that. If the workers pick twice as much one week than the prior week, won't you get paid more in the week they pick twice as much?

A. Yes, of course, but that doesn't happen.

Q. But your pay varies somewhat from one week to another?

A. Yes, it varies.

Q. And that's, in part, based on -- that the commission bears?

A. Yes.

Q. And that's because the amount the workers pick varies from one week to another?

A. Yes, because sometimes there's less, sometimes there's more.

Q. I want to ask you a bit more about the meal plan. Am I right that in 2014, Sun Valley, itself, paid the cooks for their wages?

A. Yes.

Q. And in 2015, you paid the cooks?

A. Yes.

Q. And in 2016, you paid the cooks?

MR. SCHULTE: Objection, Your Honor. This is the

same issue that came up before. I'm not aware of any violations related to 2016.

MR. HEYMAN-KANTOR: In 2016, on their job order, they talk about how it's their meal plan, so it's the same meal plan.

MR. SCHULTE: And it's the same objection. That has nothing to do with what happened in 2015.

MR. HEYMAN-KANTOR: There was a question -- this goes to the issue of agency, of whose meal plan is it. Is it the Sun Valley meal plan or is it the meal plan at --

JUDGE TIMLIN: Okay.

MR. SCHULTE: You can't retroactively create agency based on what they did a year later.

MR. HEYMAN-KANTOR: It's not retroactive, it's -- if they're sometimes calling it their meal plan, sometimes they're saying it's not their meal plan, that speaks to whether it's the Sun Valley meal plan.

MR. SCHULTE: There's nothing in the -- well, first of all, that's not in evidence so, I mean, talking about what's in the 2016 plan. We can represent the 2016 plan does not say it's their meal plan.

JUDGE TIMLIN: Now I've lost track of the question. We don't have violations for 2016, but is this something that comes into the civil money penalty calculation?

MR. HEYMAN-KANTOR: No, Your Honor, it goes to the

issue of agency.

JUDGE TIMLIN: Okay. And are you trying to tell us that there was something -- or are you trying to establish that there was something different in 2015 from 2016?

MR. SCHULTE: No, we aren't talking about 2016 at all. I'm trying to find out what they are.

JUDGE TIMLIN: Was there -- okay. I'm going to allow the question for now. I'll sort it out later when -- I mean, there's a difference, I think, when you're dealing with this in ALJ trials and you're not dealing with a jury. It's easier to be a little bit more lax about what comes in and what doesn't come in because I'll figure it out later whether it's relevant or not.

MR. HEYMAN-KANTOR: Fair enough.

JUDGE TIMLIN: Okay. So yes, the question can be asked -- not that I remember the question, but go ahead.

BY MR. HEYMAN-KANTOR:

Q. So in 2014, Sun Valley paid direct -- itself, paid the cooks in the kitchen?

A. Yes.

Q. In 2015, you paid the cooks?

A. Yes.

Q. And in 2016, the meal plan and the kitchen operations were the same as the meal plan and the kitchen operations in 2015?

A. Yes.

Q. Earlier, you were talking a bit about the limit for the amount that can be charged for meals. You knew about that limit -- did you know about that limit --

JUDGE TIMLIN: Okay, here's the problem, Mr. Heyman-Kantor, because I'm going to stop you, because what you should be focusing on now is questions that came up based on my questions.

MR. HEYMAN-KANTOR: Yes.

JUDGE TIMLIN: And I'm not sure that I was asking any questions about this.

MR. HEYMAN-KANTOR: I may be wrong; I thought you asked him where he got the limit on the charges for the meal plans from.

JUDGE TIMLIN: I don't think I did, but okay. I'll allow it for now, but I'm just warning you to -- you know, you have to keep your recross based on what I raised just as I'll do the same with Mr. Schulte. So I'll allow that question, but not again. I've lost the question.

MR. HEYMAN-KANTOR: You know, I'll just move on to --

JUDGE TIMLIN: Okay.

MR. HEYMAN-KANTOR: -- another topic.

JUDGE TIMLIN: Yeah.

BY MR. HEYMAN-KANTOR:

Q. All right, so were those buses -- could workers use

those buses to get to the Laundromat in 2015 during the whole season or just later on in the season?

A. Any time they asked me for it, it was at their disposal and I remember sending it out once or twice a week.

Q. And that was starting from the very beginning of the season?

A. Yes.

Q. And until the very end of 2015?

A. Yes.

Q. Open your deposition transcript and take a look at page 267. Take a look at line 4. I'm going to read starting on line 4.

"Question: Sun Valley, in 2015, Sun Valley's workers used Sun Valley's buses to travel to the Laundromat?

"Answer: Yes, a few times."

Did I read that correctly?

A. Yes.

MR. HEYMAN-KANTOR: I have no further questions.

JUDGE TIMLIN: Okay. Mr. Schulte.

MR. SCHULTE: Thank you, Your Honor. I'll try to be brief.

FURTHER RECROSS-EXAMINATION

BY MR. SCHULTE:

Q. The Judge asked you about your conversation with Russell Jr. about charging for meals. Did Russell ever tell

you how to run the kitchen?

A. No.

Q. They didn't pick the menu?

A. No, never.

Q. Okay. You mentioned buying food and paying the cooks. Did you do anything else with the meal money in 2015?

A. No, it was for what it was intended for.

Q. Did you buy anything to put in the kitchen?

A. We always are buying little things like a microwave or a blender and then replacing things that get broken.

Q. She asked you if the amount that the workers pay for meal charges was less than the amount that you paid in expenses, you would bear that loss, right?

A. Yes, sometimes.

Q. Did Sun Valley give you money to cover that loss?

A. No.

Q. There's a question about the water quality. Were you there when the New Jersey Department of Labor did the water inspection in 2015?

A. It was the water company that did the inspection. The Department of Labor never tried the water.

Q. Okay, but they did -- there was an outside inspection done in 2015?

A. Yes.

Q. Do they do that every year?

A. Yes.
Q. There were questions about the commission for pay. Is that based on the quality of what's picked or just the total weight?
A. More than anything, it's the quality of the product.
Q. Okay. And you're paid based on the amount of asparagus that's packed out, you know, good quality asparagus that's packed out, you get a commission for that?
A. Yes.
Q. So without workers to cut asparagus in 2015 for part of the year, you would earn less money, right?
A. Yes.
Q. Did the New Jersey Department of Labor count the number of beds when they did their inspection?
A. The truth is I did not see it.
Q. Okay. When do you go to buy drinks, is that during work hours or do you go at night?
A. I send my wife during the day and sometimes I go at night and sometimes I go with my wife at night.
Q. Okay. Did Sun Valley start using a charter bus company or an outside bus company to take workers to the Laundromat at some point?
A. Yes, in 2016 they started from the beginning.
Q. Did they do it in 2015 late in the year?
A. I'm not sure.

Q. Okay. You talked about the number of beds that were used. How many open beds were there at different times in 2015 in the housing?

A. About 15 or 20.

Q. At the meeting in May, did you translate for Joe at all?

A. No.

Q. Okay. And the reason, on the commission we talked about before about the quality, what would happen if you didn't have standards for the quality for what was picked?

A. If the product is bad, then it gets thrown out and I don't get a commission.

MR. SCHULTE: Okay, thank you.

JUDGE TIMLIN: Okay.

MR. HEYMAN-KANTOR: Just a couple questions, very few, I think.

FURTHER REDIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Where do you keep the money when workers purchase drinks? Where do you keep the money?

MR. SCHULTE: Objection, Your Honor, that's beyond the scope of my questions and I think your questions.

MR. HEYMAN-KANTOR: It goes to, we've been talking about money and how he keeps the money and whether he's, you know, making --

MR. SCHULTE: I don't remember any questions about where money was kept.

MR. HEYMAN-KANTOR: It's not about where they're kept, but just about whether -- the money for the meal plan.

JUDGE TIMLIN: I know I asked him a lot of questions about the meal plan. I'll allow it.

THE INTERPRETER: Could I just have the question repeated?

MR. HEYMAN-KANTOR: Sure.

BY MR. HEYMAN-KANTOR:

Q. When workers bought drinks from you, where did you keep the money?

A. When they buy it during the day, I have a money drawer or a register.

Q. What about when they buy it in the fields?

A. If they pay for it there, then I put it in my pocket.

Q. And where do you keep the money when they buy meals, where is that kept?

A. That I hold on to and then the next day it's used to buy things. On Friday, I receive it and then on Saturday it's used.

Q. And if you're a little bit short on the money for food, say in the beginning of the season, will you use money from the drinks to purchase food?

A. Yes.

Q. And so sometimes you put the money from the meals and the drinks together?

A. Yes, because everything is together. They pay everything together, so yes.

MR. HEYMAN-KANTOR: I have no further questions.

JUDGE TIMLIN: Okay, I still have a question, sorry. The workers all go out to the field together at the same time and then they leave at the end of the day at the same time?

THE WITNESS: Yes, in general, but I often have two to three groups, so they go out in different times and they can come back at different times.

JUDGE TIMLIN: Okay. And are they paid like you, based on how much is picked?

THE WITNESS: Yes, it's according to the quantity and according to the quantity, yes.

JUDGE TIMLIN: But there's a minimum that they have to make to make the -- for their hours, for them to make the minimum wage for their hours?

THE WITNESS: No, it's the opposite. The more they pick, they actually receive a bonus.

JUDGE TIMLIN: Right, I understand. But if they didn't pick enough, they would still get a minimum rate?

THE WITNESS: Yes, the hourly.

JUDGE TIMLIN: Right. And that's in the contract?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. So that means individual workers can make different amounts based on how much they pick?

THE WITNESS: Yes, but it's not individual, it's per group. If there's a group that has 30 workers, then they're more likely to pick more.

JUDGE TIMLIN: So at the end of the day when you're looking at -- you're kind of assessing the quality of the product, you're looking at it for an entire group, not for each individual picker?

THE WITNESS: Yes, but it's in the packaging. We have a tablet and we enter all that information, the quantity that was picked, and then it comes out. This one comes out of there.

JUDGE TIMLIN: Okay, okay. Why did the meal plan change from 2014 to the way that it was in 2015 where you were paying the cooks rather than Sun Valley?

THE WITNESS: Because before 2015, Sun Valley would pay the cooks and then I would extract from their pay 55 or $60. But it's not that I would take it, they would pay me. And later when they entered the H-2A program in 2015, they decided -- so in 2015, they decided that they were no longer going to pay the cooks because of the higher incurred cost because of the H-2A program.

JUDGE TIMLIN: So was 2015 the first H-2A year for Sun Valley?

THE WITNESS: Correct.

JUDGE TIMLIN: Okay. And what were the cooks paying you for?

THE WITNESS: It was always done like that from many years ago, they always paid for everything.

JUDGE TIMLIN: Okay. In 2015 who picked the menu?

THE WITNESS: The cooks, and then they would check with me.

JUDGE TIMLIN: Is Joe's Spanish as good as Russell Jr.'s?

THE WITNESS: I haven't heard Joe speak Spanish.

JUDGE TIMLIN: Okay, okay. Did that bring up anything for you?

MR. HEYMAN-KANTOR: No, Your Honor.

JUDGE TIMLIN: You?

MR. SCHULTE: Nothing, Your Honor.

JUDGE TIMLIN: All right. Thank you very much, Mr. Hernandez, for your time this morning. You can be excused. Again, as I told everybody, because there's a sequestration order in place, you can't discuss your testimony with anyone who might be a witness in this case until the hearing is over.

THE WITNESS: Can I say one more thing?

JUDGE TIMLIN: Yeah.

THE WITNESS: There's been a lot of talk now about food and there's been a lot of interest in the food and in the

meals, and I just want to clarify that I don't do it and I've never done it with an interest in making a profit. And I've always been involved in the meal production and in the food and there's never been an issue, there's never been a complaint as there was in 2015.

JUDGE TIMLIN: Okay.

THE WITNESS: That's it.

JUDGE TIMLIN: Thank you.

(Witness excused.)

JUDGE TIMLIN: Okay, all right. We can go off the record.

(Whereupon, at 12:34 p.m. a lunch recess was taken and the proceedings were reconvened at 2:11 p.m.)

AFTERNOON SESSION

(2:11 p.m.)

JUDGE TIMLIN: Okay, we're on the record and I'll note for the record that the translators that we're using today for this hearing are the same two translators that we used from Mexico yesterday, and so I'm just reminding you that you're still sworn and under oath to translate faithfully.

Okay. Mr. Zavala Almanza, I need you to raise your right hand.

Whereupon,

PEDRO ZAVALA ALMANZA

was called as a witness by and on behalf of the Plaintiff, and after having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay, thank you. Just let him know, also, that he needs to say yes or no and not nod his head or say uh-huh, okay?

All right. Yeah, turn the camera, too.

MR. HEYMAN-KANTOR: Can you hear me?

THE INTERPRETER: Yes.

DIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Can you please state your name for the record?

A. Pedro Zavala Almanza.

Q. Did you work at Sun Valley Orchards?

A. Yes.
Q. When?
A. 2015.
Q. Do you remember when during 2015, you worked at Sun Valley?
A. I think it was June and July.
Q. Is it possible you worked from the beginning part of August?
A. Yes, I think so.
Q. Did you work on the H-2A visa or on some other visa?
A. H-2A.
Q. And what did you do at Sun Valley?
A. I would pick peach and also cucumber, the small kind of cucumber. And also a large kind of cucumber. We also planted cucumbers. We also picked green peppers. And we would remove the stakes from the soil in the green pepper crops. And we would also remove the wooden stakes from the crops. We would also place the wooden stakes in the soil.
Q. What was it like working at Sun Valley?
A. It was a bit hard, but we never said no.
Q. Who supervised you?
A. I just remember that they called him Chal.
Q. And who supervised him?
A. Agustin.
Q. What was Agustin like?

A. He was a bit tough to workers.
Q. And did he ever directly supervise you?
A. Yes.
Q. How often did he supervise you?
A. I don't understand your question.
Q. Who decided the hours that you worked?
A. Agustin.
Q. And what were the hours that you worked?
A. From 5:00 or 6:00 a.m. to 5:00 or 6:00 p.m.
Q. And could you work fewer hours if you wanted to?
A. Yes, I knew I could.
Q. Were there bathrooms in the fields?
A. No, only at the green pepper ranch, that's where there was bathrooms.
Q. So how did you go to the bathrooms in the field?
MR. SCHULTE: Objection, Your Honor. If I could interject.
JUDGE TIMLIN: Okay, wait. Wait, wait.
MR. HEYMAN-KANTOR: Wait. Wait a second.
MR. SCHULTE: So just --
(Crosstalk.)
JUDGE TIMLIN: Okay, wait. Wait.
MR. HEYMAN-KANTOR: Hold on one second.
JUDGE TIMLIN: I'm sorry, there was an objection, so I want to hear the objection before he --

MR. HEYMAN-KANTOR: There's an objection.

JUDGE TIMLIN: Before you have him answer the question.

MR. SCHULTE: I'm just trying to see where this is going. I don't believe this is one of the workers for whom a three-quarter guarantee is being sought; is that right?

MR. HEYMAN-KANTOR: That's correct.

MR. SCHULTE: Okay. And he was there after the workers who left in May, so I'm not sure, kind of -- there's no claims related to bathroom usage, related to the work that he did. All of this seems to be -- just in the interest of time, I don't see where any of this is going, what the period he's talking about.

MR. HEYMAN-KANTOR: He worked at Sun Valley, so the conditions of employment there.

JUDGE TIMLIN: But are there issues about the bathroom access for farm workers?

MR. HEYMAN-KANTOR: I think it's, you know, part of -- it's certainly relevant for the workers who had a three-quarter guarantee violation and --

MR. SCHULTE: The ones who -- have you got there?

MR. HEYMAN-KANTOR: Well, what the conditions were like after they left sheds light on what they were like before.

MR. SCHULTE: No, it doesn't. And we've already had three different witnesses to testify as to that.

MR. HEYMAN-KANTOR: It's the same year.

JUDGE TIMLIN: I understand it's the same year, but what -- are there claims that are specific to this, to these guys who came in in June, July, and August?

MR. HEYMAN-KANTOR: Yes, I believe that he is going to testify about how he purchased toilet paper from Agustin and so that's more sales at a profit that were improper.

JUDGE TIMLIN: Okay. So on that, that's fine, but there's not claims -- there's not claims for June, July, and August involving the working conditions in the fields.

MR. SCHULTE: Correct.

MR. HEYMAN-KANTOR: Correct.

JUDGE TIMLIN: Okay, so --

MR. HEYMAN-KANTOR: Well, the housing, but --

MR. SCHULTE: No, there are no claims related to that. Generally, to the housing, that's come in, but that's not -- it's not to do with the workers choosing to leave.

MR. HEYMAN-KANTOR: I can make an offer of proof that this witness would testify about how he purchased toilet paper from Agustin at inflated prices.

JUDGE TIMLIN: Okay, I think we've gotten to that question. I thought you were talking about the issues about bathrooms in the fields. Is that -- how is that --

MR. HEYMAN-KANTOR: Right. It's relevant to the purchases of toilet paper. If there are bathrooms with toilet

paper there, then --

JUDGE TIMLIN: But he's already testified there's no bathrooms in the field.

MR. HEYMAN-KANTOR: Right, which is -- I can ask him whether there was toilet paper in the field, you know, or toilet paper was provided in the field.

MR. SCHULTE: And again, Your Honor, it's not in evidence yet, but just again in the interest of trying to wrap this up, the auditors came through in July and found that there were bathrooms there and that there was toilet paper there; that's specifically not an allegation in the case. That's from the Department's own investigator.

JUDGE TIMLIN: But I am a little concerned about time because I know you guys have, you know, other witnesses too. So to the extent that you're going to question him, I'd like you to kind of focus on violations that affect the period of time when he was working there, okay?

MR. HEYMAN-KANTOR: All right.

JUDGE TIMLIN: So I'm going to sustain the objection. So he does not have to answer that question, okay? I don't know if they --

MR. HEYMAN-KANTOR: I would just like to make, just very briefly --

JUDGE TIMLIN: Yes.

MR. HEYMAN-KANTOR: -- an offer of proof that if he

were able to testify, he would -- it would shed light on the working conditions that are relevant to, in our view, to May conditions for the new workers.

JUDGE TIMLIN: I think it would be easier for you to do that if he had been there in May and June and July, but because he didn't come until after that first -- that set of 19 guys left, that becomes more difficult.

MR. HEYMAN-KANTOR: Okay.

JUDGE TIMLIN: So continue.

BY MR. HEYMAN-KANTOR:

Q. Was there water in the fields?

MR. SCHULTE: Again, objection. This is the same thing. There's no allegation about water in the fields. The Wage and Hour investigators came through and found that there was water in the fields and proceeded to put that in their report.

MR. HEYMAN-KANTOR: Wait, hold on.

JUDGE TIMLIN: Just wait because there's an objection.

MR. HEYMAN-KANTOR: This is the same -- there's more of a reason to buy drinks at inflated prices from Agustin, there's no water.

JUDGE TIMLIN: Okay. Well, I'm going to allow that. If there's going to be testimony about the drink buying, then the water in the field becomes relevant so, yes, you can ask

that. Yes, you can -- ask him that question and he can answer it.

BY MR. HEYMAN-KANTOR:

Q. All right. Was there water in the fields?

A. Yes.

Q. And what was it like to drink?

A. It was water from the tap, the same water that they had at their ranch.

Q. Was there any problems with the flavor or was it good water?

A. Yes, it tasted differently.

Q. Did it taste good or bad?

A. Bad.

Q. How do you eat at Sun Valley?

A. We ate right there at the ranch.

Q. Were the meals free or did they cost money?

A. They cost money.

Q. How much were they?

A. Eighty dollars. No drinks included.

Q. And who did you pay for the meals?

A. To Agustin.

Q. Did you have a choice about whether to participate?

THE INTERPRETER: Sorry, could you repeat that question for me, please?

MR. HEYMAN-KANTOR: Yeah.

BY MR. HEYMAN-KANTOR:

Q. Did you have a choice about whether to participate in the meal plan?

A. Yes.

Q. Did you participate in the meal plan for the entire growing season?

A. No.

Q. How long did you participate in the meal plan for?

A. For a month.

Q. And why did you participate in it during that time?

THE INTERPRETER: Sorry, could you repeat your question for me, please?

MR. HEYMAN-KANTOR: Yes.

BY MR. HEYMAN-KANTOR:

Q. Why did you participate in the meal plan during that first month?

A. Because Agustin -- the meals. He would always give us the same.

Q. And why did you choose initially to participate in it?

A. Because we didn't know about any other.

Q. And what did you -- so after the month, what did you do?

A. I talked to Agustin, I asked him for permission to see if I was able to cook there. He said that he could not

authorize that, that I should buy a stove from Wal-Mart, one of those small stoves, so that I could cook in my room. He said that he was okay with that.

Q. Now, when you say you asked if you could cook there, what did "there" -- where are you referring to?

A. There in my room, where I slept.

Q. You said Agustin could not authorize you to cook in a certain place. What was Agustin talking about?

A. There where he would cook the meals that he was going to feed us.

Q. So could you cook your own meals in the kitchen?

A. No, not in the kitchen, in my room where I slept.

Q. And why did you want to cook in your room?

A. Because I didn't want to eat the exact same food every single day.

Q. So when you started cooking in your bedroom, where did you get food to cook from?

A. From Wal-Mart.

Q. And the food you bought from Wal-Mart, was that more expensive or less expensive than the meal plan?

A. It was cheaper.

Q. Did anyone else cook in the bedroom?

A. Three more friends of mine.

Q. Could everyone cook in the bedroom?

A. Yes, because before we installed that stove there, we

asked whether they agreed and they said yes.

Q. Now, could all of the workers at Sun Valley have cooked in their own bedrooms?

MR. SCHULTE: Objection, calls for speculation.

JUDGE TIMLIN: I'm going to allow it.

THE WITNESS: No.

BY MR. HEYMAN-KANTOR:

Q. Why do you say that?

A. Because that started annoying Agustin.

Q. What happened?

A. They started to get upset with the people, my friends, that cooked with me.

Q. Who started to get upset?

A. Agustin.

Q. And to your knowledge, did anyone ask -- anyone else ask to cook in addition to those three people in the bedroom?

A. No, no one else.

Q. Why not?

MR. SCHULTE: Objection, he's asking for why other people didn't do something.

JUDGE TIMLIN: It is somewhat speculative.

THE WITNESS: Because after my three coworkers talked with him, he realized that everyone would want to do the same thing and that's why he became upset with us.

BY MR. HEYMAN-KANTOR:

Q. Who did he become upset with?
A. With my other coworkers that had -- to cook there.
Q. How would you get to the Wal-Mart to buy food?
A. I had to pay so that someone would take me.
Q. How much were the rides?
A. Ten dollars.
Q. Was there any free transportation offered by Sun Valley?
A. No.
Q. I'd like to ask you about drinks. Did you drink anything in the fields?
A. Yes.
Q. Where did you get those drinks from?
A. Agustin would sell them.
Q. And what did he sell?
A. He would sell sodas, Red Bull, Monster.
Q. Anything else?
A. Not in the field.
Q. Where did he sell -- did he sell anything anywhere else?
A. At the ranch.
Q. What did he sell there?
A. Beer.
Q. Anything else?
A. I can only remember that.

Q. Did he sell any soup?
A. I think he sold instant noodle soup called Maruchan.
Q. Did he sell any toilet paper?
THE INTERPRETER: Could you repeat the question for me, please?
BY MR. HEYMAN-KANTOR:
Q. Did he sell toilet paper?
A. Yes.
Q. Any other kinds of drinks?
A. Only sodas, Monsters, and beer. That's what he sold there at the ranch.
Q. And how much did the -- how much did he charge for the sodas?
A. One or two dollars.
Q. How about for the Monsters?
A. Two dollars.
Q. How about for the soup?
A. To be honest, I never bought that soup.
Q. How about the toilet paper?
A. One or two dollars.
Q. Did you ever buy the toilet paper?
A. Yes.
Q. How often?
A. I don't understand your question.
Q. How often did you buy toilet paper from Agustin?

A. Twice a week.
Q. And did you use the toilet paper in the -- at the dormitory or in the fields or somewhere else?
A. I had to take the toilet paper to the field.
Q. Was there no toilet paper provided in the fields?
A. No.
Q. Could you estimate how many other workers purchased toilet paper from Agustin?
A. Approximately around 80 people.
Q. And do you know if they would buy the same amount as you or less or more?
A. We bought the same amount.
Q. I'd like to talk to you about the drinks that you purchased and go through a typical day. When would you purchase the first drink in the day?
A. During the break.
Q. And what time was that?
A. Nine a.m.
THE INTERPRETER: Please wait, the interpreters are going to switch.
(Pause)
BY MR. HEYMAN-KANTOR:
Q. And so you'd buy your first drink at 9:00 a.m. When would you buy your next drink?
A. During our lunch. That would be at noon.

Q. And when would you buy your third drink?
A. When I went back to the house after work.
Q. What time would that be?
A. Around 5:00 and 6:00 p.m.
Q. And in a typical day would you have any more drinks?
A. Only once I bought something, one beer.
Q. How much was the beer?
A. Five U.S. It was like a large family size beer.
Q. In terms of the nonalcoholic drinks, how many would you have? What number of drinks would you have typically in a day?
A. Three to four.
Q. And when would you have the fourth drink?
A. About getting ready to go to bed.
Q. Now, the other workers, the other farm workers, would they have generally -- would they purchase more drinks or fewer drinks or the same number of drinks as you?
A. More or less all drank more or less the same.
Q. And where did you -- from whom did you purchase those drinks?
A. Agustin.
Q. And what about the other workers that you were talking about, where did they buy the drinks?
A. Agustin.
MR. HEYMAN-KANTOR: Just one second.

(Pause)

BY MR. HEYMAN-KANTOR:

Q. So whose decision was it for you to leave -- for you to stop working at Sun Valley?

THE INTERPRETER: Could you repeat the question for me, please?

MR. HEYMAN-KANTOR: Yes.

BY MR. HEYMAN-KANTOR:

Q. Whose decision was it for you to leave, for you to stop working at Sun Valley?

MR. SCHULTE: Objection, Your Honor, there's no three-quarter guarantee for him. This is the same objection as the beginning. The reason that he left or didn't leave --

MR. HEYMAN-KANTOR: Hold on one moment.

MR. SCHULTE: -- is completely irrelevant.

MR. HEYMAN-KANTOR: It's relevant to the -- coerced workers to waive their rights.

JUDGE TIMLIN: Okay, I'm going to allow the question. Go ahead.

MR. SCHULTE: I'm sorry, just for a second, Your Honor.

JUDGE TIMLIN: Sure.

MR. SCHULTE: If there's no three-quarter guarantee plan, there's no right to be waived. He simply -- you know, the reason that he puts down for the form, depending on when he

left, there would still be reporting requirements to the Department of Labor and to Homeland Security reporting that an H-2A worker terminated the limit. But there are no rights at issue for him to have waived or not waived.

MR. HEYMAN-KANTOR: This is a practice. There's a group of workers who all were instructed to sign these forms, they were all --

MR. SCHULTE: That's not the testimony --

MR. HEYMAN-KANTOR: -- false and --

MR. SCHULTE: That is not at all the testimony.

MR. HEYMAN-KANTOR: I'm explaining why I'm asking about this.

MR. SCHULTE: You can explain, but you can't make up your own testimony.

JUDGE TIMLIN: Okay. Well, then you have to let him ask so we can get actual testimony, so I'm going to allow the question.

MR. SCHULTE: I'm sorry, Your Honor, but he's had five witnesses already talk about the forms.

JUDGE TIMLIN: This is the first witness that has -- that's been -- this is the first farm worker witness who has testified about this period of time after the group that left in May, so I think that it's fine for him to ask about how he came to leave the job and I'm going to allow it.

BY MR. HEYMAN-KANTOR:

Q. Whose decision was it that you stopped working at Sun Valley?

A. They gave us a paper and they asked us to sign the paper.

Q. Who asked you to sign it?

A. Agustin.

Q. Did he say anything to you before he gave you the paper?

A. He said that there was now little work so that we were going to be sent back to Mexico.

Q. And how many people did he say that to?

A. To all the ones that were left there.

Q. Did you have any choice about leaving?

A. No, there was no choice.

Q. Did you want to keep working?

MR. SCHULTE: Objection, Your Honor. This is now way beyond kind of what was provided in the form and what was requested of them in signing the form. His decision to stay or leave is completely irrelevant. There's no claim about his work or being terminated.

MR. HEYMAN-KANTOR: It's relevant to Sun Valley's scheme of instructing workers to complete false forms and misstating why they stopped working at Sun Valley. And he's part of the same group of other workers whose three-quarters violation did occur and so they were all --

MR. SCHULTE: That's fine. You can ask those witnesses; they're all available to you. If you had a worker via violation claim, you could call him.

MR. HEYMAN-KANTOR: It's the same instructions to all the workers regardless of the number of hours they worked.

MR. SCHULTE: Then how can it be a request for a waiver of rights if some of them had rights to waive and some of them didn't?

MR. HEYMAN-KANTOR: It's relevant whether Sun Valley is telling the truth to the Department of Labor or not.

JUDGE TIMLIN: I'm going to allow the question. I think, again, because this is not a jury trial, I'm a lot more liberal about what can come in and what can't come in because I think I have the ability to sort out later, you know, what to base the decision on, so I'm going to allow the testimony.

MR. HEYMAN-KANTOR: All right.

JUDGE TIMLIN: If it ends up not being relevant to any of the violations, then it won't be discussed in the decision.

BY MR. HEYMAN-KANTOR:

Q. Did you want to keep working at Sun Valley when Agustin said this to you?

A. To state the truth, yes, I wanted to perform my contract.

Q. And did you sign any -- did Agustin ask you to sign

any documents?

A. Yes.

Q. And what did he say about whether you should sign the document?

THE INTERPRETER: Would you repeat that for me, please?

MR. HEYMAN-KANTOR: Sure.

BY MR. HEYMAN-KANTOR:

Q. What did he tell you with relation to why you should sign the document?

A. He said that we had to sign it, that there was no other choice, that we couldn't do anything about it.

Q. Did he specify what he might do if you didn't sign it?

A. No.

Q. Do you have any understanding of what he might do?

A. No.

Q. Who else was around -- was anyone else around when Agustin asked workers to sign these forms?

A. Yes.

Q. Who else?

A. Russell Marino. And I don't remember the other's last name.

Q. Were there any other farm workers there?

A. Yes.

Q. How many?

A. Around 30.

MR. HEYMAN-KANTOR: All right. Your Honor, after the prehearing statements were filed, this worker sent to us the second half of the departure form, which is in Spanish.

JUDGE TIMLIN: Um-hum.

MR. HEYMAN-KANTOR: I'd like to -- the departure form is, for him, JX-8 page 144, and I'd like to introduce as an exhibit the second -- the bottom half in Spanish, as PX-42.

JUDGE TIMLIN: Have you exchanged it with Mr. Schulte?

MR. HEYMAN-KANTOR: I did send it to him several weeks ago.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: Yes, Your Honor. There's no foundation for this. They haven't explained how this came to them, you know, given any kind of explanation of where the document's from or why it wasn't provided earlier.

MR. HEYMAN-KANTOR: We hadn't provided it earlier because we didn't have it earlier. I would, you know, show it to the witness and ask him to --

JUDGE TIMLIN: Right. I think he can see it and let's lay a foundation and then I'll decide whether or not it can come in.

BY MR. HEYMAN-KANTOR:

Q. So if you could please look, there should be an envelope near you marked DOL03847.

THE INTERPRETER: What's the number again, sir?

MR. HEYMAN-KANTOR: DOL03847.

JUDGE TIMLIN: You said JX-8, but is there a page number?

MR. HEYMAN-KANTOR: Well, the current document is JX-8 page 144. The one I'm showing him is not -- needs to be marked.

JUDGE TIMLIN: Right, right. No, I understand that that would be separate. I was looking for his. Page 144, sorry. Go ahead.

BY MR. HEYMAN-KANTOR:

Q. All right, so if you look there, is that your handwriting on this document?

A. Yes.

Q. And so is this the -- this is the form that you were given by Agustin?

A. Yes.

MR. HEYMAN-KANTOR: I move to admit this as PX-42.

MR. SCHULTE: This doesn't explain how -- what this is that he sent. This is not the form. This is potentially a photograph that was sent possibly through third parties, possibly directly, with no explanation of how they came to have it.

JUDGE TIMLIN: Right. Can you just get some more information about how he came to have this document --

MR. HEYMAN-KANTOR: Okay.

JUDGE TIMLIN: -- who took the picture of it and how it got to --

MR. HEYMAN-KANTOR: Okay.

JUDGE TIMLIN: -- you guys and when it got to you guys?

BY MR. HEYMAN-KANTOR:

Q. How did you obtain this document?

A. Agustin gave it to me.

Q. All right. And did you take a photo of this document?

A. Yes, but my cell phone broke, so I don't have it anymore.

Q. And did you send this photo to anyone?

A. Yes.

Q. And why did you do that?

A. Because I was asked to.

Q. All right. Who asked you to?

A. The Department of Labor. I don't remember the name.

Q. And does this appear to be an accurate copy of the form that you received from Agustin?

A. What do you mean?

Q. Does this look like the form that you took a photo

of?

A. Yes.

Q. And did you send this photograph -- do you recall approximately when you sent this photograph?

A. Not exactly, but I think like eight days --

MR. HEYMAN-KANTOR: Move to admit it.

MR. SCHULTE: What was the answer to that?

JUDGE TIMLIN: Eight days ago. He sent it about eight days ago to the Department of Labor.

MR. SCHULTE: Just to the Department?

JUDGE TIMLIN: He said he didn't -- he sent this and he didn't remember who.

MR. SCHULTE: We can sort it out on cross. So this is not the document that he originally had, this is a copy of a photograph of a document.

JUDGE TIMLIN: This is a copy of a photograph. It is of the document he originally had, right. The --

MR. HEYMAN-KANTOR: Right, right.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay, so it's admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff Exhibit 42 was received into evidence.)

BY MR. HEYMAN-KANTOR:

Q. And why did you check where there's a checkmark there?

A. Because Agustin told me to sign there on that X.

Q. What does it say next to the X?

A. Work has -- there's not much work now and I would like to go back home.

Q. Is that accurate that you wanted to quit?

MR. SCHULTE: Objection, Your Honor, that's not what the form says.

THE WITNESS: No.

JUDGE TIMLIN: What it says is he wanted to go back home. What you asked is, is it accurate that he wanted to quit. Could you just rephrase it to be more --

MR. HEYMAN-KANTOR: All right. You can look at the top of the form. Maybe the interpreter could read what it says next to the person's name at the top right, to the witness in Spanish and then to us in English.

THE INTERPRETER: Do you want me to read it, to read what it says in English?

MR. HEYMAN-KANTOR: Yes, please.

THE INTERPRETER: "My name is Pedro Zavala Almanza. I think I need to quit my job, my job in SVC, Sun Valley farm."

MR. HEYMAN-KANTOR: That's actually --

(Crosstalk.)

THE INTERPRETER: "I have knowledge that I have been offered additional work for the rest of my contract. However, I want to quit now because of the following reason. I understand that it is required by federal law to go back to home immediately and also by the agency of U.S. government which will be notified. I am sick or I have been injured."

MR. HEYMAN-KANTOR: All right.

THE INTERPRETER: Do you want me to read it in Spanish?

MR. SCHULTE: I think the form speaks for itself. You have the English version and the Spanish already. This is a bad use of our time.

MR. HEYMAN-KANTOR: It's fine. I'm going to ask another question.

JUDGE TIMLIN: Yeah, something else.

BY MR. HEYMAN-KANTOR:

Q. Is it true, that beginning part that you wanted to quit your job?

A. No.

Q. All right. Now, that second sentence where it says I've been offered additional work for the rest of my contract, was that true? Were you offered additional work for the rest of your contract?

A. No.

MR. HEYMAN-KANTOR: I have no further questions.

JUDGE TIMLIN: Okay. Okay, let's move the camera and also Mr. Schulte can ask his questions.

CROSS-EXAMINATION

BY MR. SCHULTE:

Q. Good afternoon, sir. Can you hear me okay?

THE INTERPRETER: If you could get closer to the phone, please.

MR. SCHULTE: Okay, I'll try again. Is that better?

THE INTERPRETER: Yes.

BY MR. SCHULTE:

Q. Okay. You mentioned that -- you talked about drinks available at meals. Was water available at the meals?

A. Yes.

Q. Okay. Before you took the job, did you receive a copy of the job contract?

A. I think so.

Q. Did the job contract promise work for the entire period or for some percentage of the period?

THE INTERPRETER: Would you repeat the beginning of the question for me?

MR. SCHULTE: Sure.

BY MR. SCHULTE:

Q. Did the job contract promise you work for each day of the work period or for some part of the work period?

A. It said that there would be work every day if -- that

we would be able to work every day if there were work and if we were willing to work.

Q. Okay. Do you remember where it said that in the contract? Is that the exact wording?

A. No.

Q. Okay. You said that Agustin was upset that workers didn't participate in the meal plan; is that right?

A. Yes, I said that.

Q. Did he punish those workers?

A. He would press them more at work.

Q. Did they fire any of those workers?

A. No.

Q. Did you ever talk to any of the Marinos about the meals?

THE INTERPRETER: Would you repeat for me, please?

BY MR. SCHULTE:

Q. Did you ever speak with anyone in the Marino family about meals?

A. No.

Q. Did you ever take the Sun Valley van or bus to go to the Laundromat?

A. I did not take it.

Q. Did other workers?

A. Yes.

Q. Do you know if they were charged to take that?

A. No, they did not charge them.
Q. Did you ever see any workers preparing food in the kitchen after meals?
A. No.
Q. Did you have breaks during the workday while you were in the field?
A. Only one break.
Q. When did you buy drinks in the afternoon, then?
A. We did not buy drinks in the afternoon, but until we reached the house.
Q. Did Russell Marino, Jr. tell you anything about the form that we talked about earlier?
A. I don't understand your question, sir.
Q. When you were given the form to sign, did Russell Marino, Jr. tell you anything about the form?
A. No.
Q. Did he say anything to the group of workers when you were told that you were going to be sent home?
A. I don't understand if your question is if he told something to the other workers or if he said something to me.
Q. Either one.
A. No.
Q. He didn't explain why there wasn't enough work?
A. Russell? No.
Q. He didn't thank you for coming and for your hard

work?

A. Yes.

Q. So he did say something?

A. That was just when we were getting ready to go on the bus.

Q. What else did he say, then?

A. That was it.

Q. Did he tell you that in Spanish or in English?

A. Agustin was there and it was Agustin saying that he was saying thank you for being there and your hard work.

Q. Russell was speaking in English or was speaking in Spanish?

A. He spoke a little bit of Spanish, but he almost didn't know how to speak it in Spanish.

Q. Could you understand him?

A. Yes.

Q. Okay. When did your cell phone break?

THE INTERPRETER: Sir, could you repeat that question for me?

MR. SCHULTE: Sure. When did his cell phone break?

MR. HEYMAN-KANTOR: Objection, relevance.

JUDGE TIMLIN: I'm going to allow it because that was part of his testimony about this document. Go ahead.

THE INTERPRETER: I'm sorry, I have to verify this just for me. Did you say when did his cell phone break --

MR. SCHULTE: Correct.

THE INTERPRETER: -- or ring?

MR. SCHULTE: The former, break. Stop working.

THE WITNESS: I don't recall exactly when.

BY MR. SCHULTE:

Q. A week ago, two weeks ago?

A. Maybe around a week ago.

Q. So you remember how much you paid for toilet paper two years ago but you don't know if your phone broke in the last week?

MR. HEYMAN-KANTOR: Objection, that's abusive, badgering.

JUDGE TIMLIN: He doesn't have to answer that.

Go ahead, Mr. Schulte. Continue, please.

BY MR. SCHULTE:

Q. Who did you speak with at the Department of Labor?

A. With the lawyers.

Q. When was that?

A. It was around eight days ago.

Q. Was that the first time you'd spoken with anyone from the Department of Labor?

A. To them, yes.

Q. Who else did he speak with?

A. Lillian.

Q. I'm sorry, could you repeat that? The phone crackled

for a second.

A. With Lillian.

Q. Who is Lillian?

A. She's a worker from the Department of Labor.

Q. Did you talk to her on the phone?

A. Yes.

Q. Did she call you or did you call her?

A. She called me.

Q. When was that?

A. I cannot recall exactly when that was.

Q. Was it a month ago, a year ago?

MR. HEYMAN-KANTOR: Objection, relevance.

THE WITNESS: About two months ago.

MR. SCHULTE: Two things. Goes to the timing of when he would have produced that document, and also goes to bias as to being influenced by someone claiming to be from the Department.

JUDGE TIMLIN: I'm going to allow it anyway. It's already in, two months ago.

BY MR. SCHULTE:

Q. And she told you she was from the Department of Labor?

A. Yes.

Q. Did she talk to you about the form that you looked at earlier?

A. No.
Q. And did you talk to anyone else before you talked to Lillian two months ago from the Department of Labor?
A. No.
Q. Did you talk to anyone after you talked to her two months ago but before you talked to the lawyers eight days ago?
A. No.
Q. Are you sure?
A. With a friend of Lillian.
Q. And who is that?
MR. HEYMAN-KANTOR: I'm not sure of the relevance of this. The exhibit has been stipulated --
(Crosstalk.)
THE WITNESS: Marcella Ramirez.
MR. HEYMAN-KANTOR: The English version of it. I'm not --
MR. SCHULTE: I'm sorry --
(Crosstalk.)
JUDGE TIMLIN: Well, he does get to put the objection before he answers the question.
MR. SCHULTE: Okay.
JUDGE TIMLIN: So he's saying he's objecting to this on relevance grounds. I'm not sure where you're going with this, Mr. Schulte.
MR. SCHULTE: Well, two things. I mean, first of

all, he seems to be looking down and possibly getting answers from somebody. It's not clear who else is there. We don't have the ability to see him kind of in person, so kind of the context in which he's testifying --

JUDGE TIMLIN: Well, you can certainly ask him who else is there.

MR. SCHULTE: I will.

JUDGE TIMLIN: But I don't know why -- I don't know --

MR. SCHULTE: The other is that no statements have been provided prior to this under the informant's privilege. We don't get to know anything about him until he shows up here. We've been given nothing from him, no statements to the Department. Now it turns out he's been speaking to someone that he thinks is the Department for several months and we have no records of it.

JUDGE TIMLIN: That was not his testimony, Mr. Schulte.

MR. SCHULTE: Okay.

JUDGE TIMLIN: He said that someone from the Department, he named her as either Leeann or Lillian, called him about two months ago, that's who he spoke to, and then he spoke with the lawyers about eight days ago. And then you've continued to press him on this and I don't know where you're going.

MR. SCHULTE: The question is who has been speaking with him, you know, what -- who has been preparing him for this, has he given statements to these people, who are they with.

(Crosstalk.)

MR. SCHULTE: It's not clear that they're even in the Department.

MR. HEYMAN-KANTOR: These people are -- we discussed this earlier with the Court, they spoke to these workers on behalf of the Department.

JUDGE TIMLIN: Who, what people?

MR. SCHULTE: What people?

JUDGE TIMLIN: Who are you talking about now? I'm lost.

MR. HEYMAN-KANTOR: The organization that facilitated -- that's facilitating this remote testimony and who has --

(Crosstalk.)

MR. SCHULTE: And sorry, Your Honor --

JUDGE TIMLIN: Mr. Marino, you are not a witness.

MR. MARINO: All right.

JUDGE TIMLIN: You can have private conversations with your attorney, but I really -- it does not help your case --

MR. MARINO: I'm sorry.

JUDGE TIMLIN: -- if I hear you.

MR. MARINO: Okay.

JUDGE TIMLIN: Okay? Okay. So this was stuff that we did for this discussion prior to us getting into the hearing, that -- when we were talking about the Bennie Efey (ph.) depositions?

MR. HEYMAN-KANTOR: Yes. Yes, Your Honor.

JUDGE TIMLIN: Is that what you're talking about?

MR. HEYMAN-KANTOR: Yes.

JUDGE TIMLIN: I think that, then, it is open for him to explore anything in terms of how he prepared -- how Mr. Almanza prepared for this and who he spoke to. Yeah, I'm going to allow it.

MR. SCHULTE: Thank you, Your Honor. I'll try to keep it brief.

BY MR. SCHULTE:

Q. Do you remember the name of Lillian's friend that you spoke with?

A. Marcella Ramirez.

Q. When did you speak with her?

A. I don't understand the question.

Q. When did you speak with Marcella?

A. It was before I spoke to Lillian.

Q. Three months ago, four months ago, how long ago?

A. Around three months.

Q. Did she call you or did you call her?
A. She called me.
Q. Okay. Was she also from the Department of Labor?
A. Yes.
Q. And are Marcella and Lillian located in Mexico or the United States?
A. Mexico.
Q. Before you spoke with Marcella three months ago, have you spoken with anyone else from the Department of Labor?
A. No.
Q. And you spoke with Marcella one time or multiple times?
A. Multiple times.
Q. How many?
A. Around three or four times.
Q. When else did you speak with her?
A. Just those times.
Q. When were those times?
A. About four times -- it was her. The second time she called me to tell me that she was going to put me on the line, and the third time she called me to tell me that they were going to contact me from the Department of Labor.
Q. When was the third time?
A. When I was going to talk to a lawyer from the Department.

Q. Have you spoken to the lawyers from the Department more than one time?

A. I just remember that time.

Q. And that was eight days ago?

A. Yes, approximately.

Q. Did you ever give any documents to Lillian or Marcella?

A. I didn't give it to her, I sent it.

Q. When was that?

A. Eight days ago.

Q. And you sent that to Lillian or to Marcella?

A. To Lillian.

MR. SCHULTE: Your Honor, I'm not sure how to bring this in without Lillian or without asking counsel, but are we allowed to find out how it came to go from Lillian to be in the case? The testimony was that he sent it to someone at DOL. That seems to not be true.

MR. HEYMAN-KANTOR: He's also said that he thought Lillian was from DOL, so it seems like he sent it to her. I would object also to your prior allegation about the statement. We've given over all statements, all non-privileged documents to you, so --

JUDGE TIMLIN: I'm not sure that it -- I mean, clearly, I'm not sure that it matters --

MR. SCHULTE: Okay.

JUDGE TIMLIN: -- really, in terms of whether or not the document is admissible. Yeah, he seems to have conflated these two women in Mexico with the U.S. Department of Labor, but I think that's also understandable.

MR. SCHULTE: Okay. The concern is that the Department can't subcontract out its investigations and then avoid providing records that are produced to these friendly parties.

MR. HEYMAN-KANTOR: And again, we provided all non-privileged documents that were responsive. The investigation was --

JUDGE TIMLIN: I mean, he has been consistent throughout that he didn't send it in until eight days ago.

MR. SCHULTE: Okay.

JUDGE TIMLIN: And that seems to match with when he was talking to the attorneys, so --

MR. SCHULTE: Fair enough.

BY MR. SCHULTE:

Q. When was the last -- have you ever met Lillian in person?

A. Yes.

Q. When was that?

A. Yesterday.

Q. Why didn't you mention that before?

A. Because you hadn't asked before.

Q. I asked when you had spoken with Lillian.

(Audio Interference.)

BY MR. SCHULTE:

Q. I'm sorry, could you repeat the answer?

A. A month ago.

Q. Have you ever met Marcella in person?

A. No.

Q. Did you see anyone from their group today?

A. From who?

Q. From Lillian's group.

A. I don't know.

Q. How many people are in the room right now?

A. Just her.

THE INTERPRETER: He pointed at me.

BY MR. SCHULTE:

Q. Where is the other interpreter?

A. I don't know.

Q. And where are you today?

A. In Mexico City.

Q. Whose office are you in?

A. Hers.

Q. Who's her?

A. From the one person interpreting to English.

MR. SCHULTE: Okay. No more questions, thank you.

JUDGE TIMLIN: Okay, you're done with cross?

MR. SCHULTE: Yeah.

JUDGE TIMLIN: Okay, so we have to switch back and forth.

MR. HEYMAN-KANTOR: Yeah, I have a couple more questions.

JUDGE TIMLIN: Yeah, I'm sure you do. Just hold tight, we're just moving people to the camera and the microphone.

(Pause)

JUDGE TIMLIN: Okay.

REDIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Mr. Almanza, just a few more questions for you. Is it possible that you and I spoke on the phone on June 30th?

A. What's your name?

Q. Jacob or Hacobo (as spoken).

A. Yes.

Q. And is it possible that you sent the -- that you texted the document around July 5th?

A. Yes.

Q. I'd like to ask you a couple questions about the substance. You talked about how there was a free ride to the Laundromat. When, during the 2015 season, did that become available?

A. During one month.

Q. How long had you been there when the free rides began?
A. One month.
Q. How many people could fit on this bus?
A. Around 20 people.
Q. And how often did it go?
A. Just once.
Q. Once per week, once per month?
A. Just once a week.
Q. And why didn't you take the bus?
A. Because I would wash my clothes at the ranch.
Q. And why did you prefer to wash your clothes at the ranch than at the Laundromat?
A. Because sometimes there wasn't enough time to go and there weren't any more buses that could take us.
Q. Why wasn't there enough time to go?
A. Because we would arrive late from work.
Q. Was there enough room on the bus for everyone, for all the farm workers?
A. No, no.
Q. So where, exactly, did you do your laundry?
MR. SCHULTE: Objection, Your Honor. I think we're outside --
THE WITNESS: In the bathroom.
MR. SCHULTE: -- of the scope of cross.

MR. HEYMAN-KANTOR: They brought up the laundry, the laundry van, and I want to explain how --

JUDGE TIMLIN: Yeah, I think --

MR. SCHULTE: I never asked him where he did his laundry and I just asked if he was aware that there was a bus to take workers somewhere.

MR. HEYMAN-KANTOR: They're suggesting that there was free transportation for everyone.

JUDGE TIMLIN: Well, I can tell you that if he doesn't ask it, I'm going to ask it, so -- I mean, it was on my list of questions to ask.

BY MR. HEYMAN-KANTOR:

Q. Where did you do the laundry?

A. It was a sink.

Q. And how often did you do laundry there?

A. Whenever I had some time to do that and if I needed to and if I had time to, that's when.

Q. Did you do it once a week, once a month, how often?

A. Three or four times a week.

Q. Did anyone else wash their clothing in the sink?

A. The rest of the coworkers.

Q. So approximately how many people would wash their clothes by hand at Sun Valley?

A. Around 50.

Q. And do you know why they washed their clothes by hand

rather than take the bus?

A. Because we wouldn't fit.

MR. HEYMAN-KANTOR: We don't have any more questions.

JUDGE TIMLIN: Any recross based on that?

MR. SCHULTE: I just have a quick question for counsel. When was his document provided to us?

MR. GLICK: I believe it was July 12th.

MR. SCHULTE: Okay. And that was after he provided it to you?

MR. HEYMAN-KANTOR: The week after we received it, yes.

MR. SCHULTE: I mean, the discovery requests were months ago. They had this for a week and didn't send it until two days before trial. Was there a privilege issue; was there some reason not to produce the document before that?

MR. HEYMAN-KANTOR: Well, we received this after discovery closed and I think it was six days ago. I didn't do the math, but --

MR. SCHULTE: It's actually 14 days ago and the duty to produce is ongoing.

MR. HEYMAN-KANTOR: What's the concern with the documents? It's exactly --

MR. SCHULTE: I'm concerned with the tactics of kind of hide the witness and hide the exhibit. I mean, it's the same nonsense that's been going on through the entire

investigation and prosecution.

MR. HEYMAN-KANTOR: And you've known the entire time that he signed this document. You gave him the document, you kept a copy, you had the English copy as a joint exhibit for a long time. There's nothing being hidden. We turned it over shortly after we received it.

JUDGE TIMLIN: Did you guys have a Spanish -- did you guys give the Spanish version to these guys to take home without --

MR. SCHULTE: They would keep the Spanish half. The English half would stay with the company to be part of a report to the government.

JUDGE TIMLIN: I guess I'm having a hard time considering that you -- I'm having a hard time kind of trying to figure out what the prejudice is, considering that this is something that you guys created and you had at all times that English version. So why does it -- why does the Spanish -- the fact that they've come up with --

MR. SCHULTE: The concern is just --

JUDGE TIMLIN: -- the Spanish version matter?

MR. SCHULTE: I guess it doesn't. I mean, it's any more than why it's essential that we haven't gone through the whole thing to introduce it today. The English version is already part of the joint exhibit. I don't know why we're going through the exercise of having the Spanish one even come

in, but I also don't understand why they couldn't produce this in a timely manner. I haven't heard an excuse for why they'd sit on it for a week.

JUDGE TIMLIN: Yeah, I'm not really sure why you had to sit on it for a week, but I don't -- I mean, that's not good practice. I don't know that that's, again, not going to affect the admissibility, but it does not put you guys in a good light to get documents and then after discovery closes and not turn them over right away. But it's not so egregious that I'm going to sanction them in any way, so it's going to come in.

MR. SCHULTE: I understand. The content of it is not an issue --

JUDGE TIMLIN: Yeah.

MR. SCHULTE: -- so much as the practice.

JUDGE TIMLIN: Okay.

MR. SCHULTE: So with that, I have no more questions for the witness.

JUDGE TIMLIN: All right. Okay, so great.

MR. GLICK: Would you like me to bring you a phone?

JUDGE TIMLIN: Yeah, bring me -- and switch the camera around. Okay, so I'm going to ask a few questions.

When you were describing what it was that you did, I know that you said you picked peaches and two types of cucumbers and green peppers. You planted cucumbers and then you took something out of the soil for the peppers? What was

it that you took out of the soil?

THE WITNESS: Wood posts, stakes and plastic.

JUDGE TIMLIN: Plastics?

THE INTERPRETER: Plastic.

JUDGE TIMLIN: Okay. In addition to Agustin, you said you had another supervisor and I didn't catch his name.

THE INTERPRETER: Your Honor, may I ask him to write it down on a tablet for me?

JUDGE TIMLIN: Yes, because I'm not understanding it either.

THE INTERPRETER: Chal. And it's spelled C-h-a-l.

JUDGE TIMLIN: Chal, okay. I'm sure that's helpful to the court reporter, too, who probably also didn't know how to spell it.

He said that he went to Wal-Mart. When he decided to not be on the food plan, he went to Wal-Mart and bought a small stove. Could he describe the stove for me?

THE WITNESS: Sure. It was a small stove or range with just two burners. It was an electric range. It was very small. I paid around 22.30 U.S. for it.

JUDGE TIMLIN: So was it something that would sit on, say, a table or did it stand alone on the floor?

THE WITNESS: Yeah, you have to put it on a table.

JUDGE TIMLIN: Okay, okay. I understand what that is, then.

He also said he bought his food that he was going to cook at Wal-Mart. How often did he go to Wal-Mart to buy his food?

THE WITNESS: I don't understand the question.

JUDGE TIMLIN: Did he go to Wal-Mart every day to buy his food or did he go once a week, once every two weeks?

THE WITNESS: Once a week.

JUDGE TIMLIN: How did he store the food that he bought when he was back at the dormitories?

THE WITNESS: Next to my bed.

JUDGE TIMLIN: Did he have any -- did he have any way to keep it cool?

THE WITNESS: No.

JUDGE TIMLIN: Did he ever ask if he could store it in the kitchen refrigerators?

THE WITNESS: No, because they were already full with soft drinks.

JUDGE TIMLIN: Okay. When we were looking at the form that you have, this form in Spanish, he said that "he" told me to sign on that X, and I just want to know who "he" was.

THE WITNESS: Agustin.

JUDGE TIMLIN: Okay, thank you. He said someone told him, again he used the word "he," that there was -- that he could work every day if there was work and if Mr. Almanza was

willing to work. Who was it that said that to him?

THE WITNESS: The contract said it.

JUDGE TIMLIN: The contract said it, okay. It's in the written document?

THE WITNESS: Yes, it is written on a document.

JUDGE TIMLIN: Okay. I know he said that he did not talk to the Marino -- the people in the Marino family about his meals. Did he ever talk to people in the Marino family about anything?

THE WITNESS: Yes.

JUDGE TIMLIN: What kinds of things did he talk to them about?

THE WITNESS: About the rides.

JUDGE TIMLIN: The rides?

THE WITNESS: The rides to the store, to the Laundromat.

JUDGE TIMLIN: How were the Marinos involved in the rides to the store and the Laundromat?

THE WITNESS: They said that they were going to talk to Agustin about it and he would then, when Agustin gave us that truck or van to go to have our laundry done.

JUDGE TIMLIN: Oh, okay. So he talked to the Marinos because he needed rides to the store and the Laundromat and they told him they would have Agustin take care of that?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. Okay, that's all I have.

Did that bring up anything for you, Mr. Heyman-Kantor?

MR. HEYMAN-KANTOR: No, Your Honor.

JUDGE TIMLIN: Mr. Schulte?

MR. SCHULTE: No, thank you.

JUDGE TIMLIN: Okay. Okay, we have no more questions for you. We thank you very much for your time. I will tell you that this hearing is still continuing and so I would ask that you not speak to anyone else who might be coming to testify until the hearing is completely over.

THE WITNESS: Yes.

JUDGE TIMLIN: Okay, thank you.

(Witness excused.)

JUDGE TIMLIN: Do you want to deal with this?

MR. GLICK: Sure, I will.

JUDGE TIMLIN: Let's go off the record.

(Off the record at 3:49 p.m.)

(On the record at 4:00 p.m.)

JUDGE TIMLIN: And does the Department have any more witnesses for me?

MR. GLICK: Yes, Your Honor. The Administrator calls Jose Perez.

JUDGE TIMLIN: Okay, Mr. Perez.

MR. GLICK: And just in preparation, there's a couple

binders that we're likely to refer to this afternoon. I think our Plaintiff's --

JUDGE TIMLIN: Okay.

MR. GLICK: The first binder is 8, 9 and then Binder A, which is the Joint Exhibits.

JUDGE TIMLIN: Okay, that's Joint 8 and 9. Oh, of course it's at the very bottom of the box here.

Okay, please stand and raise your right hand for me. Whereupon,

JOSE PEREZ

was called as a witness by and on behalf of the Plaintiff, and after having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay. Start with your direct.

DIRECT EXAMINATION

BY MR. GLICK:

Q. Good morning, Mr. Perez.

A. Good morning.

Q. What's your current occupation?

A. I am an investigator with the U.S. Department of Labor, the Wage and Hour Division.

Q. A particular office, district, region?

A. I work in the Southern New Jersey District Office in Lawrenceville, New Jersey.

Q. How long have you worked there?

A. Approximately six years.
Q. Have you been a Wage and Hour investigator that whole time?
A. The entire time.
Q. What are your duties as a Wage and Hour investigator?
A. I conduct investigations with business under several federal statutes, the Fair Labor Standards Act, the Immigration and Nationality Act, under H-2A, H-2B, H-1B investigations.
Q. Any other statutes involving farms?
A. I also enforce the Migrant and Seasonal Workers Protection Act and also the OSHA field sanitation requirements.
Q. And during your time as an investigator with the U.S. Department of Labor, about how many investigations have you personally been involved in?
A. Approximately 200, I would say.
Q. How many of those were of agricultural employers?
A. In excess of a hundred.
Q. Could you break it down for us by statute of those in excess of 100, you know, how many were under each relevant statute?
A. I would say a vast majority would be under the Migrant and Seasonal Workers Protection Act. I would say approximately between 5 and 10 cases would be the H-2A regulations.
Q. Is there any overlap between what you look for in

investigations under the H-2A regulations versus the Migrant and Seasonal Protection Act?

A. No, they're done in conjunction with one another, if an H-2A employer has a job order.

Q. If the employer you're investigating does not have workers under an H-2A visa, are there any things that you would look at in an investigation under the Migrant and Seasonal Workers Protection Act that would be sort of overlapping with what you'd look for in an H-2A investigation?

A. Well, you look at all of the investigations in regards to the housing safety and conditions. If there are workers being transported using vehicles, you would inspect the safety of the vehicles. You also look for the driver's license of those vehicle operators.

Q. Is it fair to say you look for all of those things in an H-2A investigation?

A. Yes, sir.

Q. Anything else that you would look for specifically in an H-2A investigation?

A. Under the H-2A, there's certain job contractual requirements. For example, there's a prevailing wage rate that must be paid to workers. There's also requirements under the contract for a specific job for a specific period of time. There's also job offer requirements in regards to hours of the work. There's also in relation to responsibilities of meals or

kitchen facilities made available to the workers. There's also any deductions that are going to made are also indicated in the job order.

Q. Have you had training in how to carry out investigations under the H-2A regulations?

A. I did.

Q. What kind of training?

A. I attended Basic II training under the Division.

Q. What does that generally include?

A. It includes training in regards to agricultural enforcement and investigations. It covers all aspects of the Migrant and Seasonal Workers Protection Act, how to properly conduct those investigations. It also covers the H-2A requirements and how to conduct those investigations as well.

Q. Now, I want to turn your attention -- were you involved in an investigation of Sun Valley Orchards in 2015?

A. Yes.

Q. What has your role been in that investigation?

A. I am the lead investigator.

Q. As an investigator in that case, did you visit Sun Valley in 2015?

A. Yes, I did.

Q. How many times?

A. I visited the farm approximately, I would say, maybe five times.

Q. And approximately when were those visits?

A. The first visit was in July of 2015. The following visit -- I'm sorry, it was July 21st, 2015. The following visit was July 22nd, 2015. I then visited the farm again in the first week of August; I want to say August 6th. I then visited the farm again in late September to late October of 2015. And then I visited the farm again in January, January-February of 2016.

Q. And focusing on those visits in July and August of 2015 for now --

A. Yes.

Q. -- what did you do when you visited Sun Valley?

A. I actually presented myself at the office and I introduced myself and told them who I was. I requested certain records from the office manager, Lisa Justice. I conducted the housing and vehicle inspections to assure safety and health of the workers. I also visited the fields to check for OSHA field sanitation issues and make sure there were portable toilets and make sure there was water being disposed in single-use cups. I also spoke to some of the workers. I met with Mr. Russell Marino, Jr. I met with the field boss, Agustin Hernandez. I also met with Agustin Hernandez's wife. Elia Pinon, I believe her name is.

Q. Did anyone else from the Wage and Hour Division accompany you on those visits in July and August of 2015?

A. Yes, my colleague, Investigator John Crudup was always with me.

Q. What did Mr. Crudup do on those visits?

A. He helped me interview Agustin Hernandez. He helped me conduct the housing and the vehicle inspections. He assisted in conducting the OSHA field sanitation check.

Q. And were you present during the time when Mr. Crudup interviewed Agustin Hernandez?

A. Yes, I was.

Q. Were you there the entire time?

A. Yes.

Q. Were you able to hear Mr. Crudup's questions?

A. Yes.

Q. And were you able to hear Mr. Hernandez's responses?

A. Yes.

Q. During those visits, did you review any records?

A. I reviewed the job orders, two of the job orders that Sun Valley Orchards had opened, and I also reviewed payroll and time records for the 2015 growing season. I also reviewed some records for -- time and payroll records for the 2014 growing season.

Q. Subsequent to those visits, did you obtain additional records from anyone at Sun Valley?

A. I obtained the entire season payroll records for 2016 -- I'm sorry, 2015 in late September/early October from

the field boss, Agustin Hernandez. I also obtained the receipts for the food purchase, for the -- for up to that period of time.

Q. Had you asked Sun Valley for those payroll records before they sent them to you?

A. I requested them on my initial visit for -- you know, my initial visit to the office.

Q. And what about after the end of the season in 2015, did you request additional payroll records?

A. I requested additional payroll records, as the season was ending, from Russell Marino, Jr.

Q. Did Sun Valley provide you additional payroll records?

A. Yes, they did.

Q. I believe you testified that you reviewed the job orders from Sun Valley in 2015.

A. I did.

Q. There is a binder on that table and I'm not sure which -- you know, top or bottom, but there is -- it's labeled Binder A on the side and on the front and I'd like you to turn to the tab marked JX-1, please. Let me know when you're there.

A. I am.

Q. Do you recognize JX-1, page 1?

A. Yes.

Q. Do you recognize the subsequent pages stamped JX-1 at

the bottom through JX-1, page 18?

A. Yes.

Q. What is JX-1?

A. This is the job order filled out by Sun Valley Orchards requesting H-2A workers for the 2015 growing season.

Q. How do you recognize JX-1?

A. I reviewed it.

Q. Does JX-1 correspond to a particular period of time within 2015?

A. It states, on Section 9, anticipate a period of employment. It says April 13th, 2015 to October 10th, 2015.

Q. Now, I'd like you to turn to the next tab, JX-2, and specifically call your attention to JX-2, page 23 and the subsequent pages up through JX-2, page 41. Let me know when you've had a chance to review that.

(Whereupon, the witness reviewed the document.)

THE WITNESS: I reviewed that.

BY MR. GLICK:

Q. Do you recognize JX-2?

A. Yes. It's Form 9142A submitted by Sun Valley Orchards requesting H-2A workers for the period of April 13th, 2015 to October 10th, 2015.

Q. Have you seen JX-2 before?

A. Yes, I have.

Q. When did you first see JX-2?

A. During my investigation.

JUDGE TIMLIN: I'm a little confused. Are we looking at the same thing, because JX-2 does not appear to be a form to me. It appears to be a letter from ETA.

MR. GLICK: You have to go back four pages, that's the cover letter for it.

JUDGE TIMLIN: So go to what's marked as JX-2, page 23?

MR. GLICK: That's right.

JUDGE TIMLIN: Okay. Sorry. I'm sorry, I didn't mean to interrupt you.

MR. GLICK: I realize it may be confusing. If I may, I believe what stands in its entirety as JX-2 is the form of the document in which it was produced in discovery by Respondent and this is the -- so we've included the full document.

JUDGE TIMLIN: Okay, okay.

BY MR. GLICK:

Q. Mr. Perez, could you please turn to JX-3, page 42, and tell me when you've had a chance to review it enough to tell me whether you recognize it?

A. I do.

Q. What is JX-3?

A. That's the second job order for Sun Valley Orchards requesting H-2A workers for the period of June 1st, 2015

through October 10th of 2015.

Q. How were you able to answer so quickly that you recognized JX-3?

A. Because I looked at them.

Q. You looked at JX-3 before?

A. Prior, yes.

Q. How many times have you looked at JX-3, if you have an estimate?

A. A good amount of times.

Q. From previously reviewing JX-3, is JX-3 similar to JX-1 or different or how much?

A. They're similar. They just have a different number of workers requested.

Q. What about the dates?

A. The dates are for similar periods of time. The previous job order was for April and this one's for June.

Q. JX-3 is from what period of time up until what period of time?

A. June 1st, 2015 through October 10th, 2015.

Q. And based on your prior review of these documents, much of the content of JX-3 is similar to that of JX-1?

A. Yes, they're identical.

Q. Now, I'd like to turn your attention to JX-4 and again, skipping over just the first few pages to JX-4, page 62. Just to try to speed things along a little bit, is this -- do

you recognize JX-4?

A. I do.

Q. And not to rush you, but is it similar to JX-2?

A. Yes, it is.

Q. What differences, if any, are there between JX-2 and JX-4?

A. It's for a different period of time and also requesting more workers.

Q. What period of time does JX-4 correspond to?

A. June 1st, 2015 through October 10th of 2015.

Q. And you've reviewed JX-4 before?

A. I have.

Q. Are you familiar with its contents?

A. I am.

Q. So I want to focus in now on the housing at Sun Valley. I believe you testified briefly that you inspected Sun Valley's housing in 2015.

A. I did.

Q. And that was with Mr. Crudup?

A. That's correct.

Q. How did you and Mr. Crudup go about investigating Sun Valley's housing?

A. We actually -- I'm sorry. I contacted Russell Marino, Jr. via telephone and he didn't pick up the phone and I contacted the field boss, Agustin Hernandez, via telephone, as

well, and he picked up and just to, you know, let him know that we were on the property and to let them know that we needed to inspect the housing. He said he would contact Russell and Russell would call me back, which he did just briefly a few minutes afterwards. So I indicated to Russell that I needed to inspect the housing, which he invited me to. He said, you know, you know where the housing is, I'll meet you there a little bit later on. I said thank you. So I inspected the housing with John Crudup. We determined that the housing was built prior to the 1980s, so we used ETA standards.

A. Let me just pause there. How did you determine that the housing was built prior to 1980?

A. Well, I've actually conducted a previous investigation on Sun Valley in 2013 and Russell Marino, Jr. had verified that it was built prior to 1980.

Q. And you mentioned something about ETA standards.

A. Yeah, ETA standards, there's two sets of standards that we use when we inspect the housing.

Q. And just generally, what do ETA standards cover?

A. It covers the housing and safety of the -- I'm sorry, the housing and safety and health of the facility. It goes over certain requirements, for example, electrical use for discharge of water. It covers screens, it covers potential fly infestations, it covers a lot of different aspects.

Q. And where on Sun Valley's property did you go in the

course of inspecting Sun Valley's housing?

A. I went to the dormitory housing camp located on Route 45. I think it's 1321 Route 45.

Q. Mr. Perez, I'd like to ask you to turn to the tab marked PX-33 which is in Binder Number 9.

THE WITNESS: Are you finished with this one?

MR. GLICK: You can close that binder for now, thank you.

THE WITNESS: Number 9, you said?

MR. GLICK: Binder 9. Relatively toward the front. PX-33. The first page of that exhibit, PX-33, page 1085.

BY MR. GLICK:

Q. Do you recognize this photograph?

A. Yes.

Q. How do you recognize PX-33, page 1085?

A. I took the picture.

Q. When did you take the picture?

A. When I first arrived on the farm property to inspect the housing.

Q. And is PX-33, page 1085 a fair and accurate representation of what you observed when you arrived to inspect Sun Valley's housing?

A. That's correct.

MR. GLICK: Your Honor, I'd like to move PX-33, page 1085 into evidence.

JUDGE TIMLIN: Just the one page?
MR. GLICK: Maybe to speed things along, I'd like to admit all of PX-33. I believe --
JUDGE TIMLIN: Mr. Perez, did you take all of the pictures that are part of PX-33?
THE WITNESS: Yes, I did, Your Honor.
JUDGE TIMLIN: And you took them all at the same time while you were conducting your inspection?
THE WITNESS: Yes, I did, Your Honor.
JUDGE TIMLIN: Okay. Any objection to PX-33, the photographs?
MR. SCHULTE: Sorry, there's a number of photos, it's more than just the one page in there. Those were all taken at the housing?
JUDGE TIMLIN: That was his testimony.
BY MR. GLICK:
Q. Mr. Perez, could you take a few minutes to look at the pages in PX-33 that are -- and tell us, are there any of these pictures that you didn't take at the housing at Sun Valley in 2015?
(Whereupon, the witness reviewed the photographs.)
THE WITNESS: Yes, these were all taken at the housing. I took them personally.
MR. SCHULTE: No objection.
JUDGE TIMLIN: They're admitted. Okay.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 33 was received into evidence.)

BY MR. GLICK:

Q. So focusing on PX-33, page 1085, could you tell us, you know, making reference to this photograph, what did you observe about Sun Valley's housing? Let me back up. I want to make sure that we have a good sense of sort of what the housing actually looks like. I understand you took this photograph, so could you please explain to the Court what you observed on this day when you took this photograph?

A. So this actual photograph I was taking, you know, looking directly at some of the worker housing. Right in front of you, you see two doors located and those are the entry points for the workers. The workers are set in rooms with double bunk beds. They have approximately, I want to say, 20 to 30 workers per room. It's a wide open-space area. They're divided by cinder wall block along the middle to separate both rooms. There's also that open space area that you see there that's blacked out. That's the area where there are tables for the workers to eat. Just inside there -- you can barely see it -- there's actually entry doors into the kitchen area.

Q. Could you back up a moment?

A. Yes.
Q. What were the two doors that you referred to?
A. The two doors are -- if you look to the left of the building there's two windows and then there's a door.
Q. What does that door go into?
A. It's the door that leads into the workers' dormitory.
Q. And then where is the second door that you referred to?
A. If you actually step two windows down you'll see the second door.
JUDGE TIMLIN: Moving to the right?
THE WITNESS: I'm sorry. Yes, correct. Sorry, Your Honor.
JUDGE TIMLIN: That's okay. Both of the doors look to be gray with like a window on the top of them.
THE WITNESS: Yeah, they have a slight trim, I guess, on the top.
BY MR. GLICK:
Q. Now, turning to PX-33, page 1086, the next page, what is this a photograph of?
A. This is just looking off to the right a little bit. Right in front of you, you can see it a little bit here, the tables where the workers eat. That is also additional worker housing to the right of that. You also see the entry doors there. There's two windows and then there's a door and then to

the right, there's also -- you see the window and that's also a door to the right of that. You can make out, on the right-hand side of the picture, the additional building where the workers have the bathroom and the shower facilities.

Q. Now, turning to page --

JUDGE TIMLIN: Okay, wait, because I'm not quite following this, so I want to make sure that I understand what I'm looking at. So on this, we have this kind of open area with a roof over it and you can see some tables and that's the eating area. And then to the right of that is a small window with a window air conditioner and kind of a lower roof. What is that?

THE WITNESS: Right behind that is actually the kitchen area, Your Honor.

JUDGE TIMLIN: That's the kitchen.

THE WITNESS: Yes.

JUDGE TIMLIN: And then kind of behind and to the right of that I see two more windows, a little outside grill and another gray door. What is that?

THE WITNESS: That's worker housing.

JUDGE TIMLIN: Okay. And then to the right of that is one window and another doorway somewhat obscured by the telephone pole. What is that?

THE WITNESS: That's also additional worker housing, Your Honor.

JUDGE TIMLIN: Okay. And then to the right of that, but still attached, there's a lower-roof building again with kind of a reddish roof. What is that?

THE WITNESS: That's also additional worker housing.

JUDGE TIMLIN: Okay. And then in kind of the foreground on the right side cut off there's another building. What is that?

THE WITNESS: That's the building that the workers have the bathroom and shower facilities.

JUDGE TIMLIN: Okay, that's what I didn't understand. Thank you.

THE WITNESS: You're welcome.

BY MR. GLICK:

Q. Turning to page -- to PX-33, page 1087, this sort of more zooms in in the middle, is that right?

A. That's correct.

Q. What, if anything, can be seen more clearly in this photograph?

A. In this picture you could actually see the tables a little bit better and you could also start making out the doors on the right-hand side leading into the kitchen.

Q. Now, if you could please turn to page -- to PX-33, page 1089.

A. 89?

Q. 1089.

JUDGE TIMLIN: Not 1088?

MR. GLICK: That's right.

JUDGE TIMLIN: Okay.

BY MR. GLICK:

Q. What is this a photograph of?

A. These are the doors that actually lead into the kitchen, right underneath the covering that you saw there with the open space where the dining room tables are.

Q. So the doors depicted in PX-33, page 1089 are the same doors that you referred to when you were looking at PX-33 -- I'm sorry, PX-33, page 1087 is the door to enter the kitchen?

A. That's correct.

Q. Are there doors from the worker housing directly into the kitchen?

A. No.

Q. Now, leaving aside these photographs for the moment, did you enter the dorm facility during your inspection in 2015?

A. Yes, both myself and Investigator John Crudup entered the facility and did a worker room-by-room inspection.

Q. And what did you personally observe when you entered the worker housing?

A. Entering each room individually, the first thing you notice was flies actually hitting you in the face as you were walking into the dorm room. There was a large amount of flies

present inside the worker housing.

Q. What else did you observe in the worker housing?

A. There was a window in the bathroom facility that was missing a screen. Several doors were not tight-fitting. The screens on some of the doors were -- had holes in them, so there was -- the doors themselves weren't actually tight-fitting, which probably encouraged the presence of the flies inside the dormitory. There was some mattresses located on the floor in one of the dorm rooms where workers were sleeping on.

There was also -- I'm trying to recollect, sorry. Sorry, you can actually see it in one of the pictures that we looked at. There's the garbage cans that are actually missing lids. They're actually located right next to the dormitory housing. So there was actually flies, you know, inside the dormitory housing probably from that as well.

Q. I want to go through some of what you just mentioned in more detail. So what did you observe about the -- scratch that. I want turn to Binder 8, PX-28. Specifically PX-28, page 1049.

A. Binder 8?

Q. That's right. Let us know if you don't have Binder 8 up there.

A. Which PX do you want me to turn to?

Q. PX-28.

A. Okay.

Q. PX-28, page 1049. Let me back up. Could you please take a few minutes to look at PX-28 and tell me whether you took these photographs in PX-28?

A. The whole entire PX-28?

Q. Yes.

A. Sure.

(Whereupon, the witness reviewed the photographs.)

THE WITNESS: I reviewed them.

BY MR. GLICK:

Q. Did you take all of the photographs in PX-28?

A. I did.

Q. When did you take those photographs?

A. On my initial visit to the dormitory housing where we conducted the inspection.

Q. Do the photographs in PX-28 fairly and accurately represent what you observed during that inspection?

A. That's correct.

MR. GLICK: Your Honor, I'd like to move all the pages of PX-28 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: No.

JUDGE TIMLIN: They're admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's

Exhibit 28 was received into evidence.)

BY MR. GLICK:

Q. Now, specifically PX-28, page 1049, what is that a photograph of?

A. That's one of the entry doors leading into the worker dormitory.

Q. Can you tell anything about the condition of the door or the screen in PX-28, page 1049?

A. Sure. There's actually a large gap on the door that can be easily seen.

Q. Could that door close?

A. No.

Q. Turning to page 1050, what is page 1050 a photo of?

A. It's actually a photo of the screen that was torn in one of the doors.

Q. Which door?

A. One of the entry doors leading into the dormitory housing of the workers.

Q. And whose hand is that?

A. That's my colleague's, John Crudup.

Q. And what is he holding?

A. He's holding a pen through the -- holding the shield open itself.

Q. Did Mr. Crudup use a pen to alter the condition of

the screen that day?

A. No, he just used it to show that, you know, the screen itself was broken.

Q. Is that the condition the screen was in when you arrived at Sun Valley's housing that day?

A. That's correct.

Q. If you could turn, please, to page 1051. What is page 1051 a photo of?

A. Well, that's a photo of the additional screen that was -- that had a hole through it in the dormitory housing for the workers.

Q. Is that Mr. Crudup's hand again holding a pen?

A. That's correct.

Q. Did Mr. Crudup disturb the condition of the screen?

A. No, he just used the pen to show that there was an actual hole in the screen.

Q. And page 1052, if I could turn your attention there, what is page 1052 a photo of?

A. That's a picture of one of the entry doors leading into the worker dormitory housing. As you can tell, the screen is, you know, torn, I guess you can call it.

Q. And is that Mr. Crudup's hand again?

A. No, that's my hand.

Q. And did you insert this clipboard into the screen that day?

A. I did, to show that it was loose.
Q. Before you arrived to inspect the housing, was the dormitory door in the same condition as depicted in this photograph?
A. That's correct.
Q. And specifically, when did you take these photographs in PX-28?
A. My first visit to the farm, which would've been July 21st, 2015.
Q. Now, I want to move on to the garbage cans that you mentioned and ask you to turn the page to page 1053. What is page 1053 a photograph of?
A. It's actually a side view of the dormitory housing where the workers are and you can see the garbage cans lined up right outside where the doors are and you can tell that they have no lids on top of them.
Q. And the next page, page 1054, what does page 1054 show?
A. That's a closer shot of the dormitory housing that shows the door itself with the gap and the garbage cans are located right next to the door, itself.
Q. And there are no lids visible in this photograph?
A. There are no visible lids on the cans, themselves.
Q. Did you observe lids near the cans that day?
A. No.

Q. And you took this photograph in late July of 2015 at Sun Valley?

A. That's correct.

Q. The next page, 1055, what is page 1055 a photograph of?

A. It's garbage cans located next to the door right outside the worker housing. That's to the right-hand side of the buildings.

Q. Are there lids on those cans?

A. No, no lids on those cans.

Q. You mentioned an issue with mattresses, is that right?

A. That's correct. There were two mattresses located on the floor in one of the dormitory housings that was being occupied by workers.

Q. If I could call your attention to the next page, PX-28, page 1056, what is page 1056 a photograph of?

A. That's a picture of the mattresses on the floor and as you can tell there's worker belongings right on top of it and to the side of it.

Q. In the course of your investigation did you learn whether workers slept on these mattresses on the floor?

A. Yes.

Q. What did you learn?

A. I learned that the worker next to the window was

actually sleeping there for some time.

Q. How did you learn that?

A. I spoke with him.

Q. Did you inspect the bathroom facility located near the worker housing?

A. I did.

Q. What did you do when you inspected the bathroom?

A. We entered the facility, both myself and my colleague, Investigator John Crudup, and as we entered the door, once again we were actually hit in the face with flies that were located inside the bathroom facilities.

Q. What else did you observe when you -- you entered the bathroom facilities?

A. We entered the bathroom facilities and we inspected the toilet area, we inspected the shower area, we inspected the sink area. We noticed that some of the sinks did not have hot water. We did this by turning the actual faucets on to determine that there was no hot water.

Q. How long did you let the hot water run? Excuse me, how long did you let the water run?

A. I would say approximately two to three minutes to determine that there was no hot water present.

Q. During your inspection of the bathroom, were there any other issues that you observed?

A. Yeah, there was -- right out in front of the sinks

there's a window that was missing -- it was actually missing the outside part of the screen that would prevent flies from -- any insects, actually, from coming into the bathroom facilities.

Q. Was it missing a screen entirely or just --

A. Yeah, entirely, it was completely missing. There was no screen there whatsoever.

Q. And I'd like to ask you to turn to PX-28, page 1046. It's the first page in PX-28. What is page 1046 a photograph of?

A. That's the window that I'm referring to, that has no screen on it, to the bathroom facility and it is located right above the sinks.

Q. Did you take that photograph during your -- for the bathroom?

A. I did.

Q. And page 1047, what is page 1047 a photograph of?

A. It's the same window, it's just a closer-up shot that you can see that there's actually no screen present.

Q. During your inspection of the bathroom, did you open that window?

A. No, it was already open.

Q. Did Mr. Crudup open that window?

A. No, it was already open.

Q. Going back to those garbage cans for a moment, did

you observe whether anything was in those garbage cans when you inspected the housing?

A. Yeah, some of the garbage cans contained some food remnants, you know, and there was flies visibly inside of them.

Q. Was there anything else in the garbage cans?

A. There was some cans, empty cans. Soda --

Q. Now, I believe you testified that you had inspected Sun -- you conducted or participated in an investigation of Sun Valley prior to 2015.

A. That's correct.

Q. Did you personally inspect Sun Valley's housing prior to 2015?

A. Yes, during the 2013 investigation.

Q. During the 2013 investigation, did you observe any similar problems with Sun Valley's housings as you observed in 2015?

A. Yes, I did. The garbage cans was one of the things that I noticed. There were several screens also that were -- that needed to be repaired.

Q. Now, I want to talk more about the eating area and the kitchen that you mentioned a bit ago. Did you enter the kitchen during your investigation of Sun Valley in 2015?

A. I did.

Q. And what did you observe when you entered?

A. As you walk into the kitchen area there's some slide-

door refrigerators right on front. To the left as you enter, there's a table top with a cash register. Behind that on the wall there's stove burners. To the right of that across the way, there's refrigerators, one particular electric cooler. There's also some standup refrigerators. In the back, there's additional burners and behind that, I believe it's a walk-in cooler, a small walk-in cooler.

Q. Did your investigation determine whether Sun Valley's workers were able to use the kitchen in 25 to cook?

A. Yes, my investigation determined that they did not have access to the kitchen facilities.

Q. How did you determine that?

A. By speaking to the workers and speaking to the field boss, Agustin Hernandez, and also his wife, Elia Pinon.

Q. And what did they all tell you?

A. They told me that the workers did not have access to the kitchen facilities to cook their own meals.

Q. Did Elia Pinon tell you that?

A. Yes, she did.

Q. Did Agustin Hernandez tell you that?

A. Yes, he did.

Q. Did Sun Valley workers tell you that?

A. Yes.

Q. When did they tell you that?

A. When I interviewed them.

Q. When did you interview Elia Pinon?
A. On my subsequent visit to the farm. It was July 22nd, 2015.
Q. And I believe you testified that you and Mr. Crudup interviewed Mr. Hernandez together.
A. We did.
Q. When was that interview?
A. That was also on July 22nd.
Q. During those interviews, did you learn what the workers ate?
A. Yeah, we determined that the workers were being provided with breakfast, which consisted of coffee and a piece of bread, like toast of sorts. They were provided with lunch, which consisted of rice and beans with some sort of meat: chicken, beef, pork. Then they were provided with also dinner, which consisted of also rice, beans and some sort of meat.
Q. Did you learn who prepared those meals?
A. The field boss's spouse and some of the workers in the kitchen prepared those meals.
Q. Did you learn whether those meals were provided for free or at a cost?
A. They were provided at a cost, at a weekly cost of between 75 and $80 a week.
Q. And where again is that kitchen, exactly?
A. The kitchen is located, as you're looking at the

dormitory housing, right in the covered area, the space through the dining area where workers eat. Right inside of that area there's those two doors that you showed me before. Through those doors are the kitchen facilities.

Q. It's right in the middle of -- it's right on either side of Sun Valley worker dormitories?

A. Yes, it is.

MR. GLICK: Your Honor, I want to make sure I don't run out of time right before you have to go. I'm sort of trying to wind down on one topic.

JUDGE TIMLIN: Yes, I think that's good. Yes.

MR. GLICK: Obviously, please let me know.

JUDGE TIMLIN: Yeah.

BY MR. GLICK:

Q. If we could turn back to Binder A, the JX exhibits, Binder A, JX-1, page 2.

A. JX-2?

Q. JX-1, page 2. This was one of Sun Valley's job offers from 2015?

A. That's correct.

Q. What did JX-1 say, if anything, about meals in 2015?

A. On this particular page, on Section 14, it states that "employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals.

Workers will buy their own groceries. Once a week, the employers will offer to provide, on a voluntary basis by the workers, free transportation to assure workers' access to the closest store where they can purchase groceries."

Q. Now, please turn to page 4 of JX-1. What did Sun Valley's job offer indicate, if anything, about whether there would be deductions made from workers' pay for meals?

A. If you look at the column where it says deductions, it states Social Security, federal tax, state tax, meals, and if you notice to the right of that, it's indicated as no deductions taken for that.

Q. Now, jumping to JX-3, page 43, is there anything different in the second job offer about what's explained about meals at Sun Valley?

A. No, it's the same. Do you want me to read it?

Q. Are you familiar with the content?

A. I am, I am.

Q. Is there anything different about the explanation of meals in page 43 than on page 2?

A. No, it's the same.

Q. And what about the deductions issue on page 45, is there anything different on page 45 as compared to page 4 with respect to whether there would be deductions for meals?

A. This job order also indicates that there will be no deductions made for meals.

Q. Did Sun Valley's workers have access to the kitchen to prepare their own meals?

A. No, they did not.

Q. Did Sun Valley furnish free cooking and kitchen facilities to its workers in 2015?

A. No, they did not.

Q. And did you learn whether Sun Valley provided free transportation to assure workers' access to the closest store where they can purchase groceries in 2015?

A. Yeah, I determined that Sun Valley was not providing transportation to the workers. It was actually being provided by Agustin Hernandez's employees. They were charging workers between 10 and $15 a worker to be transported to the closest town.

Q. How did you learn that?

A. Through employee interviews.

Q. Did Russell Marino, Jr. tell you anything during the 2015 investigation about whether Sun Valley provided workers with transportation to town?

A. Yeah, he acknowledged that he did not provide transportation for the workers, and during subsequent years, he would provide it.

Q. Did you learn whether Sun Valley deducted money from workers' pay for their meals?

A. Yes.

Q. What did you learn?

A. There was deductions made from the workers' wages for meals and also drinks.

MR. SCHULTE: Your Honor, I would object. He's asking for a legal conclusion as to the deductions taken.

(Crosstalk.)

JUDGE TIMLIN: Okay, wait. Okay, wait, wait. Mr. Marino, really --

MR. MARINO: This is hard to listen to, Your Honor. This is hard to listen to and I'm sorry.

JUDGE TIMLIN: Well, if it becomes difficult to listen to, then you have to step out.

MR. MARINO: This is hard to listen to.

JUDGE TIMLIN: Then you have to step out because then it becomes distracting for me, because at this time I've lost track of the question and the objection.

MR. MARINO: There were no deductions taken.

JUDGE TIMLIN: So can you restate the question?

MR. GLICK: Yes, I'll ask the question again.

BY MR. GLICK:

Q. What did you learn about how workers paid for their meals in 2015?

A. The workers would be paid at the end of the week and as they were being paid, they would have to pay for the meal costs they incurred during that week and also the drinks that

were purchased during that week and also beer that was purchased during the week.

Q. Did you learn when the workers made those payments in relation to receiving their pay?

A. They would receive their pay, which would be cashed out, and they would then pay Agustin Hernandez for the meals, the drinks that they purchased, and also the beer.

Q. Did the Wage and Hour Division determine in 2015 that Sun Valley made deductions from workers' pay for meals?

A. Yes, we did.

MR. MARINO: No, that's impossible. That's impossible. I'm going to leave the room.

JUDGE TIMLIN: Mr. Marino --

MR. MARINO: I'll leave the room. That's impossible.

JUDGE TIMLIN: Okay.

MR. MARINO: That's impossible. It never happened, okay, it never happened.

BY MR. GLICK:

Q. Mr. Perez, could you elaborate on why that determination was made?

A. Well, the workers received their wages and Agustin Hernandez, who's an employee of the farm, would -- you know, he was the person that was providing the meals -- would require the workers to pay for the meals and the drinks and the beer after they had received their wages. So it was a

deduction that was taken from their wages. Their wages were not given to them outright.

Q. And that was the same determination with regard to the meals, as well as to drinks?

A. That's correct.

Q. Did you learn whether any workers at Sun Valley prepared their own meals in 2015?

A. During the investigation, I determined there was approximately four or five workers who managed to cook on their own. They purchased a cooking apparatus and they prepared their own meals in the dormitory housing.

MR. GLICK: If we could go back Binder 9, PX-34. There are four pages here and the first is page 1103.

THE WITNESS: I'm sorry, which PX?

MR. GLICK: PX-34, please.

BY MR. GLICK:

Q. Do you recognize the photographs in PX-34?

A. Yes, I do.

Q. Did you take these photographs?

A. I did.

Q. When did you take the photographs in PX-34?

A. During my inspection of the housing facility on July 21st.

Q. Do the photographs in PX-34 fairly and accurately depict what you observed during your investigation of the

housing facility?

A. They do.

MR. GLICK: Your Honor, I would move to admit PX-34 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: No.

JUDGE TIMLIN: Okay, they're admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 34 was received into evidence.)

MR. GLICK: Thank you, Your Honor.

BY MR. GLICK:

Q. What do the photographs in PX-34 show?

A. It shows the cooking apparatus and the surrounding area that the workers were using to prepare their own meals.

Q. Let me turn your attention specifically to PX-34, page 1106. Could you describe what page 1106 shows?

A. This actually shows the cooking apparatus on a chair. You can actually see the cord right where the chair -- the top of the chair is, just dangling down and this is the cooking apparatus they were using to cook. If you actually look on the floor, there is some tortillas on the floor that the workers were using to eat. To the right of it you actually see the

cooking oil and eggs underneath the chair.

Q. During your inspection of the worker housing facility, did you observe any refrigerators in the rooms where the workers have their beds?

A. No, there was no refrigerators where the workers were sleeping, their sleeping quarters. All the refrigerators were located in the kitchen.

Q. Do you know whether previous investigations of Sun Valley by the Wage and Hour Division made any findings about meals at Sun Valley?

A. Yeah. During the 2013 investigation, Sun Valley -- it was determined that Sun Valley was -- Agustin Hernandez was facilitating a similar meal plan where he was charging workers $65 a week for meals; also selling them drinks at a profit.

Q. And what, if anything, was a violation with regard to the $65 a week for meals?

A. It was determined that there was a profit being made from the meal plan on a week-by-week basis. Back wages were computed and Sun Valley agreed to the findings. Russell J. Marino, Jr. signed the WH-56 form. He also agreed to oversight over the kitchen operations to make sure that Agustin Hernandez did not charge an excess of profit for meals and also for drinks.

Q. And what you just explained about what Mr. Russell Marino, Jr. said, did you hear Mr. Marino, Jr. say

that?

A. Yes, I did.

Q. When did you hear him say that?

A. During the 2013 investigation during my visits to the farm and during our initial conferences.

MR. GLICK: I don't want to go on too much longer. Maybe this would be a good time to stop.

JUDGE TIMLIN: This would be a great time because -- yeah. All right. So you'll continue to be under oath. You're not to discuss your testimony overnight because you're going to be back in the morning and resume the stand, okay?

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: All right, we can go off the record. Thanks. We'll start at 9:00.

(Whereupon, at 5:04 p.m., the hearing in the above-entitled matter was adjourned, to be reconvened on the following day, Thursday, July 20, 2017 at 9:00 a.m.)

C E R T I F I C A T E

This is to certify that the attached proceedings before the

Administrative Law Judge Theresa C. Timlin, Cherry Hill, NJ
Insert Title of Officer — Name and Office

In the matter of:	Administrator, Wage and Hour Division, U.S. Department of Labor v. Sun Valley Orchards, LLC
Case/Docket Number:	2017-TAE-00003
Place:	Cherry Hill, NJ
Date:	July 19, 2017

were held as therein appears, and that this is the original transcript thereof for the files of the Department of Labor.

Free State Reporting, Inc.
(Name of Reporting Company)

By: _____
(Authorized Reporter Signature)

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

OFFICIAL REPORT OF PROCEEDINGS

before the

OFFICE OF ADMINISTRATIVE LAW JUDGES

of the

U.S. DEPARTMENT OF LABOR

In the matter of: Docket No.: 2017-TAE-00003

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR v. SUN VALLEY ORCHARDS, LLC

Place: Cherry Hill, NJ

Date: July 20, 2017

Pages: 345 - 652

Name of Reporter: Dominic Quattrociocchi

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

RECEIVED
SEP 6 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

BEFORE THE
U.S. DEPARTMENT OF LABOR
NORTHEAST REGION

In the Matter of:	:	
	:	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,	:	
	:	
Plaintiff,	:	Case No.: 2017-TAE-00003
	:	
v.	:	
	:	
SUN VALLEY ORCHARDS, LLC,	:	
	:	
Respondent.	:	
	:	

U.S. Department of Labor
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Thursday,
July 20, 2017

The above-entitled matter came on for a hearing, pursuant to notice, at 9:30 a.m.

BEFORE: THERESA C. TIMLIN,
Administrative Law Judge

APPEARANCES:

On behalf of the Plaintiff:

JACOB HEYMAN-KANTOR, Esq.
JASON GLICK, Esq.
U.S. Department of Labor
201 Varick Street, Room 983
New York, NY 10014
(616) 264-3672
(616) 264-3660 (fax)
heymankantor.jacob@dol.gov

On behalf of the Respondent:

CHRISTOPHER J. SCHULTE, Esq.
CJ Lake, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
(202) 465-3000
(202) 347-3664 (fax)
cschulte@cj-lake.com

JOSEPH MARINO
Representative
Sun Valley Orchards, LLC

Reporter: Dominico Quattrociocchi Date: July 20, 2017
OALJ Case Name & Number: Wage/Hour Sun Valley, 2017-TAE-00003

WITNESS (FULL NAME)	DIRECT	CROSS	REDIRECT	RECROSS
Jose Perez	355	464	579 625 645 650	591 636 647 650

EXHIBITS

EXHIBITS	IDENTIFICATION	RECEIVED	WITHDRAWN	REJECTED
PX 32		357		
PX 36		366		
PX 35		378		
PX 30		389		
PX 29		403		
PX 39		417		
PX 23		422		
PX 1		427		
PX 24		432		
PX 25		435		
PX 2		441		
PX 37		460		
PX 19		589		
PX 41		629		

P R O C E E D I N G S

(9:34 a.m.)

JUDGE TIMLIN: What's going on?

MR. GLICK: So counsel for the Administrator, you know, is concerned about the conduct of Mr. Marino in the courtroom, and in particular, Mr. Perez has expressed concerns about his physical safety.

There are three incidents in particular that we'd like to raise to the Court. The first was during Mr. Perez' testimony, Mr. Perez could hear the witness refer to him by name, Jose, responding with comments such as "that never happened," "bullshit."

And second, just before Mr. Perez' testimony began yesterday, in the hallway, Mr. Perez heard Mr. Marino refer to him as "this fucking asshole," while walking behind him in the hall.

Moreover, the day before, on the first day of trial, while Mr. Perez was waiting outside in the hallway, Mr. Marino -- well, Mr. Perez was standing very close to one wall, and Mr. Marino walked by extremely closely; inappropriately closely.

Whether inadvertent or intentional, this course of conduct has made Mr. Perez very uncomfortable about testifying, and frankly, I think if witnesses before Mr. Perez had not been translating through an interpreter, that same course of conduct

would have been more of an issue as well, and we feel we have no choice but to request the exclusion of Mr. Marino from the courtroom during Mr. Perez' testimony.

Pursuant to 29 C.F.R. 18.87, the Court has the authority to order the exclusion of a representative for this kind of course of conduct. And of course, we understand the need for a party representative to confer with counsel, and are certainly willing to take reasonable breaks or other accommodations to facilitate Respondent's participation in trial.

MR. SCHULTE: You've already brought this up, Your Honor. I've talked to him, and I'll -- I'm going to talk to him again today to tell him to be quiet. The idea that the Investigator's personal safety is at issue, is ridiculous. He's in no danger. He's bigger. He's a man with a badge. You know, there's no -- but he's not happy to hear him talking, but he's not going to do anything about it. I can ask him to be quiet, I don't want him to disrupt the proceedings, but the idea that we should go forward with no one from the company present?

JUDGE TIMLIN: Well, here's my question: is there any possibility to get somebody else from the company present rather than Joe?

MR. SCHULTE: Not really. I mean, there may have been if we'd known about it before 30 seconds ago, but --

JUDGE TIMLIN: Because, I mean, he's been pretty disruptive and we're going into Day 3, and he was disruptive on the first day, and then you and I spoke about it -- well, all of counsel spoke about it together as a sidebar off the record yesterday morning, and he was fine during Mr. Hernandez' testimony, but then as the afternoon went on, and I never raise my voice, and raised my voice twice yesterday in response to his comments.

At the same time, I'm very concerned about you not having somebody at counsel table with you, so I think maybe what we can do right now is let's bring -- let's start the hearing. I will, on the record, tell him that if it gets to the point where I can hear him, and I -- you know, that he's had his chances and he will have to leave, and he will not be able to sit in the hearing room.

He can sit in the hall and you can consult with him whenever you need to, but he won't be able to be present, and see if that calms him down. I don't want to just exclude him at this point because I don't think -- I think he needs a chance to -- and I think it's very extreme thing.

In the meantime, you might want to have -- you might want to, because we've got all day today and probably tomorrow too, you might want to get on the phone with your client and see if they can send somebody that's not Joe.

MR. SCHULTE: They really can't. I mean, they're --

this is the height of their season. It's enough to lose him.

JUDGE TIMLIN: Yeah, I understand that. I do -- I understand and I understand it's a family business but, you know, if he's back on the farm, isn't there somebody -- you know?

MR. SCHULTE: They do different jobs.

JUDGE TIMLIN: They do different jobs.

MR. SCHULTE: His brother, Russell, who will be testifying tomorrow, handles the irrigation. With the weather, this is -- he's working, you know, sun up to sun down.

JUDGE TIMLIN: Isn't there somebody named Harry, or what about the father?

MR. SCHULTE: He hasn't really been involved with this. He wouldn't know. He's pushing 70 and he's not part of the H-2A process at all and doesn't really get around to the workers.

JUDGE TIMLIN: And who's the other guy that they mentioned, Harry?

MR. SCHULTE: There's an Uncle Harry who does other jobs on the farm, but is the same age of the father and is not involved with the application process at all. It really is the next generation -- it's Russ and Joe -- that run the farm.

JUDGE TIMLIN: All right. I'm going to -- I'm not going to kick him out yet, but he's on very -- he's on a very short rope and I will make that clear to him.

MR. SCHULTE: Understood. And just so we're clear, though, the issue is disrupting the proceedings. There's no -- this idea of some kind of physical safety, I think is out of bounds.

JUDGE TIMLIN: But I do -- but at the same time, I have to take -- I do have to take people's perceptions seriously and I want -- I need my witnesses to be able -- need all witnesses, your witnesses -- I would feel the same way if your people were coming in and saying, well, there's all these government folks, and they're scowling at me and making me feel uncomfortable.

It is a very tight space out there and, you know, we've been having conversations in our own office about the fact that we're doing more and more of these larger trials where we have, you know, lots of witnesses and we don't have adequate space for them. When this building -- when we moved in here and this building was designed, it was not designed with that idea. I think they were more thinking, you know, black lung hearings and longshore hearings where you have counsel and one witness and nobody else, and so we didn't set up for this. So we're having conversations in our own office about how to address this space issue.

But it's tight quarters and I don't want anyone feeling uncomfortable. And, you know, if that means -- if that -- if Mr. Perez feels uncomfortable that concerns me,

because I want him to be able to testify. If anybody -- if your witnesses feel uncomfortable that concerns me, because I want them to be able to testify, okay?

MR. GLICK: Your Honor, if I may, we'd request that the instruction that the Court give, you know, specifically refer to commentary during the witness' testimony, because in addition to the question about the witness' perception about his safety, there is an effect, you know, again, whether inadvertent or not, about running commentary and responding to testimony under oath that something is not true, and I think there's a cumulative effect there. And any such commentary would be grounds for an exclusion order.

JUDGE TIMLIN: No, I understand that. Yeah.

MR. SCHULTE: There's no jury here. I mean, you know to disregard.

JUDGE TIMLIN: Right. It's just me. It's just me, but again, I think it's going be -- it would be hard for your guys to testify about the conditions on the farm and have Mr. Perez sitting back there saying, that's a lie, that's not what I saw, that's not true, at an audible level. I mean, that's difficult.

So, yeah, I will talk about the fact that witnesses need to be able to say what they're going to say without any commentary from anybody other than the attorneys. No one else gets to talk, okay?

MR. SCHULTE: Fair enough.

MR. GLICK: Thank you, Your Honor.

MR. SCHULTE: Thank you.

JUDGE TIMLIN: All right.

(Off the record at 9:41 a.m.)

(On the record at 9:45 a.m.)

JUDGE TIMLIN: Before we resume Mr. Perez' testimony, I do have to address one issue that was raised with me this morning, like in a conference with all of the attorneys on the record, but without other people present. Mr. Marino, I understand that this is your family's business and this is a very personal matter to you, but --

MR. MARINO: Understood.

JUDGE TIMLIN: -- you really need to control your commentary. This is a very small room. I think we've talked about that before. Everybody can hear --

MR. MARINO: Understood.

JUDGE TIMLIN: -- anything that's said. And the last thing that I want to do is to have to ask you to leave the hearing.

MR. MARINO: No, I understand. I understand.

JUDGE TIMLIN: The only people that should be talking when there is a witness testifying on the stand are the attorneys and me. That's it.

MR. MARINO: Understood.

JUDGE TIMLIN: No one else. Write notes. Write down --

MR. MARINO: I understand. I understand.

JUDGE TIMLIN: Okay.

MR. MARINO: I apologize. I just -- it is, it is very hard to listen to.

JUDGE TIMLIN: Okay. All right.

MR. MARINO: But it's understood, and thank you.

JUDGE TIMLIN: All right. Okay. I'll also say that, you know, it's very tight quarters outside. We don't have really good waiting space, so when you guys are outside of the hearing room, it might be better if people just, you know, one party on one end of the hall and one party on the other end of the hall and you just try not to come into contact.

All right. With that, let's resume the hearing. I think, Mr. Glick, you were questioning Mr. Perez on direct. Mr. Perez, I'll remind you you're still under oath.

MR. PEREZ: Yes, Your Honor.

MR. GLICK: Thank you, Your Honor.

Whereupon,

JOSE PEREZ,

the Plaintiff herein, having been previously sworn, was examined and testified as follows:

DIRECT EXAMINATION (cont.)

BY MR. GLICK:

Q. So, Mr. Perez, I wanted to continue asking you some questions about your investigation of Sun Valley in 2015, and specifically -- and first, I'll ask you, in 2015, did you determine whether anyone at Sun Valley charged workers for anything other than meals?

A. I determined that Agustine Hernandez, the field boss, was charging workers for drinks, and also beer. There was additional items that were sold as well. There were soups, there was toilet paper, there was also, like, cookies, snacks of sorts, bags of potato chips.

Q. Where were all of those items sold?

A. They were sold in the store.

Q. In which store?

A. In the kitchen.

Q. Is that the kitchen at Sun Valley?

A. The kitchen at Sun Valley.

Q. Who sold those items?

A. Agustine Hernandez or his spouse, Elia Pinon.

Q. How did you determine that Mr. Hernandez, or his spouse, sold those items in Sun Valley's kitchen?

A. We interviewed both Agustine Hernandez and his wife, and also interviewed the workers.

Q. And did you personally interview those individuals?

A. Yes.

Q. When did you conduct those interviews?

A. I conducted them in the farm and also during subsequent calls to workers in Mexico.

Q. Now, I believe there should still be a binder on the witness stand labeled Binder 9, and I would like you to turn to the first tab of Binder 9, PX-32. And could you please take a few moments, or as long as you need to review PX-32, all of the pages, and tell me when you've done so.

(Witness reviews document.)

THE WITNESS: I looked through them.

BY MR. GLICK:

Q. Do you recognize the documents in PX-32?

A. Yeah. These are pictures that I took of the kitchen at Sun Valley.

Q. When did you take the pictures in PX-32?

A. On my initial visit on July 21st.

MR. GLICK: Your Honor, I would move to admit PX-32 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: No objection.

JUDGE TIMLIN: They're admitted.

(Whereupon the document referred to and previously marked for identification as Plaintiff's Exhibit 32 for identification was received into evidence.)

BY MR. GLICK:

Q. Now, Mr. Perez, on the first page, PX-32, Page 1079, what does this show?

A. Oh, these are the beer that was contained in one of the --

Q. I apologize to interrupt. I meant Page 1075. I apologize if I may have misspoke.

A. 1075? This is the register and some of the soups that are present as you walk into the kitchen at Sun Valley. You can see some of the refrigerators in the background to the right-hand side; the stove cook tops are right behind this area here in the front; the front desk; the register area.

Q. Could you explain a bit more just about just exactly where the stove tops are shown in this photograph at Page 1075?

A. If you actually see the coffee container on the left-hand side? If you just see right behind there, you can actually make out the stoves on the left-hand side.

Q. Now, turning the page to Page 1076, what is this a photograph of?

A. This is a photograph of refrigerators. As you walk into the kitchen, straight on the front, you see the refrigerators. To the right-hand side, you see some of the potato chips and the cookies that were sold as well. These are the sliding glass door refrigerators that you would commonly see like at a store, like a supermarket or convenience store.

And then there's the standup refrigerator with the white doors, and then there's the cooler on the left-hand side. It's also a refrigerator.

Q. Did you determine what was inside either of the two refrigerators on the left-hand side of Page 1076?

A. In the refrigerator, on the white one, the standup one, that's where the beer was contained. The beer --

Q. Is that the farthest left photo -- refrigerator, or the second from the left?

A. Second from the left. And on the left-most one, I believe that was cooked food that was stored, and meats.

Q. Now, turning to Page 1077, what is this a photograph of?

A. These are the inside of that refrigerator, the standup refrigerator. You see some of the beer on each different section, even on the door itself.

Q. What brands of beer are shown in Page 1077?

A. On the middle section you see Corona, on the bottom section you see Coors Light, and you can make out the brand, Modelo, which is a Mexican beer. Can't necessarily see the name brands on the top.

Q. Now, turning to Page 1079 of PX-32, what is this a photograph of?

A. This is also a photograph of the contents of the refrigerator.

Q. Is that the same refrigerator as Page 1077?
A. Yes.
Q. Can you identify any other brands of beer in Page 1079?
A. On the top one, you can actually make out Budweiser in the top right-hand side of the picture.
Q. And how can you tell that the photographs in Page 1077 and 1079 are the same as the refrigerator you identified on Page 1076?
A. I took the pictures.
Q. And turning back to the soft drinks that you testified about in Sun Valley's kitchen, what did Mr. Hernandez tell you about those soft drinks?
A. He told me he would sell them to the workers at certain prices, you know, on an individual basis. He would sell the drinks. He would sell Coke. He would sell Gatorade. He would sell Monster drinks. I think that's basically it.
Q. Did Mr. Hernandez say how frequently he sold soft drinks to Sun Valley's workers in 2015?
A. He would sell them -- he would sell drinks to them every day, both in the field and in the kitchen. And he was -- a lot of it was sold during breaks. Also during mealtimes, both lunch and at dinner.
Q. Do you remember how many drinks per day Mr. Hernandez told you that he sold to Sun Valley's workers?

A. I think he stated an average of four a day, maybe, per worker.

Q. And what did Agustine Hernandez' spouse tell you about the sale of soft drinks at Sun Valley?

A. She also indicated that the drinks were sold to the workers at certain prices. She indicated that they were sold both in the kitchen and in the field; that the drinks were purchased Sam's Club, and she said that the workers purchased an average of four beers -- I'm sorry, four beers, four drinks, and sometimes up to eight drinks, per day.

Q. And did Agustine Hernandez' spouse tell you who sold those drinks to Sun Valley's workers?

A. Her husband, Agustine Hernandez.

Q. Now, did you request any documents from Mr. Hernandez during your investigation of Sun Valley in 2015?

A. Yeah. We requested that all the receipts for the meal purchases and for the drink purchases that he had up to that point where the investigation was occurring, and he did provide that to us.

Q. Now, what do you mean by purchases of meals and purchases of drinks?

A. I'm sorry, he provided the receipts for the purchases of the food that was used to cook, to prepare the meals for the workers. He did not have purchase receipts for drinks, though.

Q. Did you request records from Mr. Hernandez of sales

of meals to the workers?

A. Yes. He was able to provide limited amount of records to show each worker's payment on a weekly basis, but he was not able to provide the drinks or the beer.

Q. Did you request record from Mr. Hernandez of his sales of beverages to Sun Valley workers in 2015?

A. Yes.

Q. And he didn't provide those records?

A. No.

Q. Now, did the receipts that you obtained from Mr. Hernandez show anything about the prices he paid for beverages in 2015?

A. It was little to no receipts containing beverages in those receipts. According to Agustine Hernandez, he was informed by Russell Marino, Jr. that he did not need to keep the receipts for the drinks and that he can charge whatever he wanted for the drinks.

MR. SCHULTE: Objection, Your Honor. This is -- at this point, it's triple hearsay. He's testifying what someone told him that someone else had told him that he'd heard from somebody else. I mean, all of these people are going to be -- or either have been or will be witnesses and weren't asked about this.

MR. GLICK: Your Honor, these are statements of party opponent in the course of their employment. If the witnesses

have testified or will testify, they're subject to cross-examination.

JUDGE TIMLIN: Yeah. They're also statements he gathered during the course of his investigation, so I'm going to allow it. I recognize though -- I mean, I do recognize that hearsay has its own -- has certain problems with reliability, and certainly, if Mr. Russell Marino, Jr. testifies, he -- and he testifies, you can certainly ask him about it.

MR. SCHULTE: That's one of the layers, but Mr. Hernandez was on the stand for half the day yesterday and wasn't asked about any of these things and he's not a party opponent. He was originally a party. None of these charges were brought against him and then the case was dismissed against him.

MR. GLICK: Can we be heard? Mr. Hernandez is a person affiliated, you know, with a party opponent. He is an employee of Sun Valley, as he testified. He was making these sales in the course of his conduct as an agent, and under federal rule of evidence 801(d)(2)(d), his statements of a -- if such a person come in, if hearsay is to even be considered.

JUDGE TIMLIN: Right. I think because he's an employee and somewhat of a supervisory level, I know there's other issues about agency, but for the purposes of statements that he gave during the course of the investigation to the investigators, I don't --

MR. SCHULTE: I'm sorry to interrupt. I think, Your Honor, there's a difference between being a crew leader and supervisor and being an owner, such that he could bind the company. I think that the scope of his, you know, "management," is limited to kind of overseeing the workers in the field. I mean, he does not have the ability to, you know, take a position that would bind the company.

JUDGE TIMLIN: Well, I don't know that it's binding the company in any way in terms of this particular statement, which was that the investigator testified that Ms. Hernandez said that Mr. Russell Marino, Jr. told me I didn't have to keep receipts. I'm not sure how that binds the company in any way, but I think that it does come in as part of information that he gathered during the course of his interview when he -- during the course of his investigation during interviews with employees, no matter what the level of the employee is.

MR. SCHULTE: Okay.

JUDGE TIMLIN: So you can continue.

BY MR. GLICK:

Q. Mr. Perez, I'd like to, in the same binder, Binder 9, turn your attention to PX-36, which begins -- PX-36 begins at Page 1115. Please take your time to review PX-36 and let me know when you are finished with it.

(Witness reviews document.)

THE WITNESS: I reviewed them.

BY MR. GLICK:

Q. Okay. With respect to the typewritten documents in PX-36, what are these documents?

A. These are receipts provided by Agustine Hernandez in regards to the food purchases that he made in order to provide the meals to the workers on a weekly basis.

Q. When did Mr. Hernandez provide those records?

A. He provided this to us on our second visit to the farm.

Q. When was that visit?

A. I think it was July 22, 2015.

MR. GLICK: Your Honor, I'd move to admit PX-36 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: I just have a question, Your Honor. Some of these are clearly not receipts.

MR. GLICK: If I may clarify. Your Honor, pursuant to the Court's individual practice rules, we have included typewritten copies of many handwritten documents, marked such pages with a suffix, T, and previously provided these copies to counsel.

JUDGE TIMLIN: Oh, okay. So obviously -- so for instance, if we're looking at PX-36, Page 1117, and PX-36, Page 1117T, 1117T is a typewritten reconstruction of the handwritten receipt at 1117?

MR. GLICK: That's correct, Your Honor.

JUDGE TIMLIN: Okay. Does that --

MR. SCHULTE: And who prepared those?

JUDGE TIMLIN: Who prepared the -- Mr. Perez, who prepared the typewritten transcriptions of the handwritten receipts?

THE WITNESS: I don't know.

MR. GLICK: Your Honor, if I may. Counsel for the Administrator prepared copies.

JUDGE TIMLIN: Oh, okay. Counsel did, because -- and actually, I think that's in our rules, is that we do want, when you've got handwritten anything that you bring into evidence, I think our rules do ask for a typewritten transcription. So they've been prepared by counsel's office.

MR. SCHULTE: Okay. They do. I just wanted that on the record. Thank you, Your Honor.

JUDGE TIMLIN: Okay. So other -- so no objection then?

MR. SCHULTE: No.

JUDGE TIMLIN: Okay. So then the 36, Plaintiff's Exhibit 36, is admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 36 was received into

evidence.)

MR. GLICK: Thank you. Your Honor, I intend to ask Mr. Perez questions about -- with regard to the handwritten documents, because I believe that's where the foundation's established for Mr. Perez' knowledge of those documents.

JUDGE TIMLIN: Right.

BY MR. GLICK:

Q. So Mr. Perez, turning to Page PX-36, Page 1141. Let me know when you have reviewed that document, Page 1141, please.

A. The actual receipt or the transcription?

Q. The actual receipt. The document that is stamped PX-36, Page 1141, with no T afterwards.

A. Okay. I'm there.

Q. Does Mr. Hernandez' name appear on Page 1141?

A. If you look under the heading of "City/State/Zip", it's got his name, "Agustin".

Q. And above that and to the right, is there a date written Page 1141?

A. July 19, 2015, if I'm reading that correctly.

Q. Well, is it clear, at least, that this is a document dated sometime in July 2015?

A. That's correct.

Q. And the exact day of the month, it may be less clear, but the month and the year are quite clear?

MR. SCHULTE: Objection, Your Honor. Who's the witness here?

JUDGE TIMLIN: Right. Can we try not to lead?

MR. GLICK: Fair enough. I was just trying to move things along.

BY MR. GLICK:

Q. Is this document dated July 2015 or some other month and year?

A. Well, it's dated July 2015.

Q. Now, looking below on the row number with a small typewritten 7 on the left-hand side, could you please read the handwritten entry next to the typewritten 7?

A. Are you referring to the number 5 next to the 7?

Q. Yes. Please read across that --

A. It indicates, "Quantity: 5," and right next to it says, "Coca-Cola," and it indicates, "lata," which is Spanish for can.

Q. To the left of Coca-Cola, can you read what's written?

A. I can't really make that out. I believe it's 36 or --

Q. And to the right of Coca-Cola, lata, what else is written in Row 7?

A. It indicates the number 13.

Q. What column is the number 13 in?

A. Under "Price".
Q. And to the right of the number 13?
A. It indicates "65".
Q. And what column is that written in?
A. "Amount".
Q. Mr. Perez, do you speak Spanish?
A. Yes, I do.
Q. Do you read Spanish?
A. Yes, I do.
Q. Are you fluent in Spanish or less than fluent?
A. Very fluent.
Q. Does Page 1141 indicate anything about the purchase of cans of Coca-Cola by Agustin Hernandez in July 2015?
MR. SCHULTE: Objection. Calls for a conclusion. The document either speaks for itself or, you know, they need more foundation as to the actual purchase.
JUDGE TIMLIN: It does kind of speak for itself. Can you move on?
MR. GLICK: I can ask another question.
JUDGE TIMLIN: Yeah.
BY MR. GLICK:
Q. Is Page 1141 a receipt that Mr. Hernandez provided to you?
A. I believe so.
Q. Does Page 1141 indicate the price that was paid for

Coca-Cola?

A. It shows that under "Amount", it shows "$65" for -- at $13, I guess, a unit, for five Coca-Cola, I guess, cases.

MR. GLICK: Your Honor, may I approach the witness and pass him a calculator?

JUDGE TIMLIN: Sure.

MR. GLICK: Mr. Perez, I'm handing you a calculator. Could you please divide 13 divided by 36, using a calculator?

MR. SCHULTE: Objection, Your Honor. What's the basis for 36?

MR. GLICK: The witness testified that the number written next to the word, "Coca-Cola", is 36.

MR. SCHULTE: Okay. I didn't hear him testify to that and I'm not sure that we've established what that means.

JUDGE TIMLIN: Yeah. I'm not -- I actually thought that he wasn't clear about what that was, so whether that was even the number. I think -- I understand -- I think I know where you're trying to go, Mr. Glick, but I don't think this is necessarily the most clear receipt to try to get there.

MR. GLICK: I understand it may not be the clearest receipt but -- and maybe that goes to the weight of the evidence, but I believe that Mr. Perez has testified that he read the number 36 on this document, along with the other numbers.

MR. SCHULTE: It's not clear that was the testimony

and it's certainly not clear from the document that that's what that even says. If they wanted to know how many cans were in a unit, they had Agustin here to ask him. He was there when it was purchased.

MR. GLICK: I'll move on.

JUDGE TIMLIN: Okay.

BY MR. GLICK:

Q. Mr. Perez, please put the calculator, as well as this document, aside.

Mr. Perez, did you ask Mr. Hernandez why --

A. Can I close the binder?

Q. Yes, please do. Did you ask Mr. Hernandez why most of the receipts he provided did not contain information about the beverages he purchased?

A. He said he was told that he did not need to keep those receipts by Russell Marino, Jr.

Q. During the course of your investigation at Sun Valley, did anyone at Sun Valley provide documentation of the amounts of beverages sold to workers?

A. No.

Q. Did you ask for such documentation?

A. I did.

Q. Before 2015, did you ever discuss the sales of drinks at Sun Valley with anyone at Sun Valley?

A. I discussed the selling of the drinks at a profit to

both Agustin Hernandez and Russell Marino, Jr.

Q. What did Mr. Marino, Jr. say, if anything?

A. He acknowledged the fact that the drinks that Agustin Hernandez was selling were at a profit and he agreed to have the prices lowered to reflect costs associated with the drinks being provided, but no profit being made from that.

Q. Do you know whether Sun Valley Orchards paid any back wages as a result of a previous investigation?

A. In 2013, they paid back wages to workers for the profit that was made from drinks and meals that were being sold to the workers.

Q. What was the year of the conversation you referred to a moment ago in which Mr. Marino, I believe you testified something to the effect that, agreed to lower the prices of beverages?

A. It was in the summer of 2015. I'm not sure about the month. Maybe June, July.

Q. I want to make sure --

JUDGE TIMLIN: 2015?

THE WITNESS: I'm sorry. I'm sorry. 2013.

BY MR. GLICK:

Q. Is it your testimony that this conversation with Mr. Marino, Jr. about lowering the price of the beverages, again, what year was it?

A. 2013.

Q. Are you sure?
A. Yes.
Q. In 2013, what statute or regulation was that investigation of Sun Valley by the Wage Hour Division conducted under?
A. It was conducted under the Migrant and Seasonal Workers Protection Act and the Fair Labor Standards Act.
Q. Now, I'd like to turn your attention to -- before I move on, why did you not -- why was the investigation in 2013 not conducted pursuant to the H-2A regulations?
A. Because there was no H-2A workers in 2013. I believe the first time that Sun Valley used the H-2A workers was in 2015.
Q. Are there different standards under the H-2A regulations and MSPA?
A. There's similar requirements under both. H-2A has different requirements in regards to wages paid to workers in regards to the period of employment or the anticipated period of employment. There's also conditions regarding the disclosure aspect of any deductions that were taken out of the pay. There's protections in regards to the hours offered under H-2A. There's no such requirement under the Migrant and Seasonal Workers Protection Act.
Q. Now, turning back to the sales of beer by Mr. Hernandez, how did you determine that Mr. Hernandez sold beer

in 2015?

A. It was acknowledged by workers. We interviewed workers onsite and also via telephone.

Q. Did the workers tell you anything about when they purchased that beer from Mr. Hernandez?

A. They purchased it when the -- in the afternoon, when the day was through.

Q. Did the workers tell you anything about the price they paid to Mr. Hernandez for beer?

A. They indicated paying $2 per can for each beer that they purchased from Mr. Hernandez.

Q. During your investigation of Sun Valley in 2015, did you observe any piles of discarded cans at Sun Valley?

A. Yeah. Across the way in the dormitory housing, there's a recycling area where we noticed large piles of cans of soda, bottles of Coca-Cola, Monster, and beer cans.

Q. Now, again, in Binder 9, I'd like you to turn to PX-33, specifically, PX-33, Page 1094.

JUDGE TIMLIN: And that document's already been admitted into evidence.

MR. GLICK: Thank you, Your Honor.

BY MR. GLICK:

Q. Mr. Perez, are you at Page 1094?

A. Yes, I am.

Q. What is this a photograph of?

A. This is a photograph of a pile of cans which are right across the way from the dormitory housing. If you look closely, you can see cans of Monster, Coca-Cola, the cans made out of -- with the stripes, are the same cans, the Budweiser, that we saw in the refrigerators before. There's beer on the left-hand side, Corona beer.

Q. Where is Page 1094 in relation to any other buildings at Sun Valley?

A. It's directly across from the dormitory housing.

Q. On Page 1095, what is Page 1095 a photograph of?

A. In that area, there was some cans that were crushed and they would put them into crates. And these are additional cans on the floor, as you can see, Coca-Cola, Budweiser, Monster.

Q. Where is Page 1095 in relation to, you know, any other buildings at Sun Valley you've testified about?

A. It's directly across from the dormitory housing.

Q. And Page 1099, please. What is Page 1099 a photograph of?

A. This is a closer look at the actual pile of cans that we saw. You can start making out other brands. There's Sunkist, there's beer cans, Modelo, there's Monster, there's Coca-Cola, there's Mountain Dew.

Q. I'd like you to take a few minutes to look at the other photographs between Page 1096 and Page 1102.

A. Okay.

Q. Have you had an opportunity to review Pages 1096 to Page 1102?

A. I did.

Q. And are Pages 1096 to 1102 photographs of the same place or different places?

A. No, same place that -- where all the beer cans and all the cans were located.

Q. Now, Mr. Hernandez, I'd like to turn your attention to Sun Valley's transportation.

A. Can I close the binder?

Q. Yes. We may open it again, but for now, please close the binder.

Now, I believe you testified that your investigation had something to do with Sun Valley's transportation?

A. Yes. We inspected the vehicles that they use to transport the workers, the school buses that they use to transport the workers over road surfaces between the dormitory housing and fields on the farm and off the farm.

Q. I'd actually like to go back to the same binder, Binder Number 9, and now PX-35? Just focusing just on the first page, Page 1107, what is Page 1107?

A. It's a picture of the workers in the field.

Q. How do you recognize this as a picture of the workers in the field?

A. I took the picture. You actually see Agustin Hernandez standing up to the left-hand side, and then you see the -- two of the school buses that they use to transport the workers in the background.

Q. When did you take this photograph at Page 1107?

A. I took this on our first visit to the farm on July 21st.

Q. In what year?

A. 2015.

MR. GLICK: Your Honor, I'd move to admit PX-35, just Page 1107, into evidence.

JUDGE TIMLIN: Okay. Any objection to Page 1107?

MR. SCHULTE: Only as to relevance, but not really. I mean, there's -- I'm not sure. There's not really a dispute that there were workers there picking peppers.

MR. GLICK: Mr. Hernandez, who I believe already mentioned and I believe will testify that in this picture, a picture of Sun Valley's fields, there are vehicles located, you know, visibly in the same photograph of the fields, and this is relevant to the question of the transportation of Sun Valley's workers.

MR. SCHULTE: I don't think anyone has said that the workers weren't transported. I'm not really sure where we're going, but there's -- the photo is what it is.

JUDGE TIMLIN: I mean, the testimony was the

testimony from, I think, Mr. Hernandez, or some of the worker witnesses, and certainly Mr. Perez, is that the transportation was provided in school buses, and I do see school buses in this picture so I see it as somewhat relevant, so I'm going to --

MR. SCHULTE: I think at worst it's redundant, but there's -- the photo speaks for itself.

JUDGE TIMLIN: Okay. I'm going to admit it. Go ahead.

(Whereupon, the document referred to and previously marked as Plaintiff's Exhibit 35, Page 1107, for identification was received into evidence.)

BY MR. GLICK:

Q. Mr. Hernandez, do you recognize any vehicles in the photograph at Page 1107?

A. In 1107?

Q. Yes, just Page 1107.

A. Are you referring to the school buses or --

Q. Are there school buses in Page 1107?

A. Yes. They're in the background.

Q. Did you observe these school buses at other times during your investigation of Sun Valley?

A. Yes. We viewed them being used to transport the workers between the dormitory housing and fields over road

surfaces.

Q. Now, setting aside the binder at least for the moment, could you tell us more, Mr. Perez, about what you did during your investigation of Sun Valley's transportation in 2015?

A. We inspect the vehicles to assure the safety aspect of them, to make sure that they have proper operating devices on the vehicle. We check for the headlights, we make sure that the windshield wipers are working, we check the horn, we check all the blinkers, we check the tread on the tires, we check to make sure that there's no exhaust being diverted inside the cabin, we make sure that there's a safe way to be removed from the bus, for example, an emergency exit, and that its operational.

Q. Did you do all of that in 2015 at Sun Valley?

A. Yes. Me and my colleague, Investigator John Crudup, inspected five vehicles, five school buses, that are used to transport the workers.

Q. And specifically, in that -- in your time at Sun Valley in 2015, what did you do to inspect the vehicles?

A. Well, we would -- one of the investigators, in this case, Investigator John Crudup, would enter the vehicle and he would turn the ignition on the vehicle, and I would stand outside of the vehicle, and we would, one-by-one, turn on the headlights, we would check the horn, we would check the

windshield wipers, we would make sure all the blinkers are working in the front of the vehicle and in the rear of the vehicle. And after that inspection was conducted, we both would take a walk around the bus to make sure that the tread on the tires was adequate.

Q. And you did all of that in 2015 at Sun Valley?

A. Yes.

Q. Did you do anything to determine the condition of Sun Valley's vehicles in 2015?

A. No, I mean, we inspected every single vehicle to make sure that they were in good working order. We determined that some of the vehicles had bald tires that needed to be replaced.

Q. Let me first ask, how many vehicles did you inspect at Sun Valley in 2015?

A. Five vehicles.

Q. What kind of vehicles?

A. They were school buses. They were 15-passenger school buses, mini school buses, I guess you can refer to them as.

Q. Do you know who owned those vehicles?

A. Sun Valley Orchards.

Q. How do you know that?

A. Well, it was pointed out to us by Russell Marino, Jr. that those were the vehicles for the farm, and also inside the farm, under the registration, they were registered to Sun

Valley Orchards and also insured by Sun Valley Orchards. And it was verified that those were the school buses that the workers were being transported by Agustin Hernandez in the field.

Q. When you say it was verified, what do you mean by that?

A. Well, he verified that those were the school buses that they were using to transport the workers to the field.

Q. Did he tell you that?

A. Yes.

Q. What days, if you remember, did you conduct this investigation, or this part of the investigation of Sun Valley's vehicles?

A. On July -- on my first visit to the farm, which was July 21st, and on my subsequent visit, which is the day after, on July 22nd.

Q. Were you with Mr. Crudup on one of those days, or both, or neither?

A. I was with Mr. Crudup every time I was on the farm, on both days.

Q. How many vehicles did you inspect with Mr. Crudup on July 21st?

A. Two vehicles.

Q. What about on July 22nd?

A. Three vehicles.

Q. Why did you inspect some vehicles on one day and some on another day?

A. Well, not all the fields are located next to each other. There are some fields that the workers are working at that are located some distance from the farm, maybe 15, 20 miles away, maybe even more.

Q. Did you observe any of those vehicles at Sun Valley in operation in 2015?

A. Yes.

Q. What did you observe?

A. On July 22nd, after inspecting the vehicles, the three vehicles, the three small school buses, we noticed that one of the vehicles was being operated at a high rate of speed from one field to another field. We followed the vehicles, obviously staying within the speed limit, and they were driving in excess speed.

Q. How could you tell the speed that that vehicle was driving at?

A. Well, we were driving the speed limit between, I would say, 35 and 45 miles an hour, and they were way ahead of us.

Q. And did you see that vehicle come to a stop that day or did it --

A. It came to a stop and we observed approximately 21 workers exiting the vehicle. As we were driving behind the

vehicles, we would actually see some of the workers sitting on coolers, not sitting on seats.

Q. How do you know how many workers were riding on that vehicle?

A. We -- both myself and Mr. Crudup counted them as they exited the vehicle, and we inquired from the driver, Fredi Berto, as to how many workers were being transported in that particular vehicle. He acknowledged 21.

Q. How did -- where did you see that vehicle stop before those 21 workers exited?

A. It stopped at a field to exit the -- I'm sorry. It stopped at a field to, I think it was fertilize or something to that effect.

Q. How do you know the name of the driver, Fredi Berto?

A. Because I spoke with him.

Q. Did Mr. Fredi Berto work at Sun Valley, do you know?

A. Yes. He actually was one of Agustin Hernandez', like, field supervisors, I guess you can refer to him as. He provided me with his driver's license as well.

Q. And what kind of driver's license did he provide you with?

A. I believe it was a Mexican driver's license.

Q. You saw his driver's license that day?

A. Yes.

Q. Do you know whether it had expired or was still

valid?

A. I would have to look at the picture of the driver's license.

Q. Did you take a picture of the driver's license?

A Yes.

Q. Now, do you still have the Binder Number 8 on this stand? I'd like you turn to, in Binder 8, PX-30, Page 1064. The first page in PX-30 in Binder 8.

A. 1064, you said?

Q. 1064.

A. Okay.

Q. Do you recognize Page 1064?

A. Yes. It's a picture of Fredi Berto's driver's license that he provided to me.

Q. Is this the picture that you mentioned a moment ago taking?

A. Yes.

Q. How do you know that?

A. I took the picture.

Q. Would you please take some time to review the rest of PX-30? PX-30 continues at Page 1065 and goes through Page 1072.

(Witness reviews document.)

THE WITNESS: I reviewed them.

BY MR. GLICK:

Q. Do you recognize PX-30, Pages 1065 through 1072?
A. Yes, I do.
Q. How do you recognize the rest of the pages in PX-30?
A. Well, I took the pictures of the driver's licenses.
Q. When did you take those pictures?
A. July 22, 2015.
MR. GLICK: Your Honor, I'd move PX-30 into evidence.
JUDGE TIMLIN: Any objection?
MR. SCHULTE: Just a question about the redactions.
JUDGE TIMLIN: Ah, yes.
MR. GLICK: The redactions are for personally identifiable information, such as identification numbers that may coincide with, you know, sort of, national identification numbers, birth dates, that sort of thing, and I believe these redactions were identified as such when these documents were originally produced to counsel, but again, they're all just personally identifiable information.
There may be also their health status information.
MR. SCHULTE: I'm not sure that's a privilege.
JUDGE TIMLIN: It might be under the HIPAA, but I don't know that health -- even if it's not a privilege, I don't know that health status is necessarily relevant but, so I mean, given that these have pictures, names, and I guess, some of them have expiration dates -- some of them aren't the greatest quality, but --

MR. SCHULTE: I think they're partial so that goes to the weight more than admissibility, so they are what they are.

MR. GLICK: Your Honor, if I may, we produced these documents in May to counsel and never heard any objection, but moreover, even if some of this information isn't informally privileged, it's certainly, you know, private information that there are bars on the government from disclosing.

JUDGE TIMLIN: Right. I mean, I'm actually thinking, Mr. Schulte, that if they had not redacted this, I wouldn't want to take it into evidence.

MR. SCHULTE: That's right. But for other information that's been provided, we received a password-protected file, and then the exhibit that's introduced into the record, being a public proceeding, would be redacted, but I don't --

MR. GLICK: Well, we -- I'm sorry.

MR. SCHULTE: Go ahead.

JUDGE TIMLIN: Wait. Okay. I'm lost.

MR. SCHULTE: There were other materials where they would provide information with Social Security numbers, you know, information like that, with the understanding that to the extent they were filed with the Court, it would be redacted at this time. I don't think the information has ever been provided to us.

JUDGE TIMLIN: Oh, the information on the actual

licenses?

MR. GLICK: Well, the only information that we've provided that is personally identifiable, without redactions, are records that came directly from Sun Valley in the first place; for instance, payroll records where worker's Social Security numbers are listed, and there may not be a need to redact that information in a document production, but it was, nonetheless, provided in an encrypted way to protect it.

Now, with regard to other information that didn't come from Respondent, we're not at liberty to disclose personally identifiable information such as health -- and I'm really not sure what the issue is. I think it's quite clear the limited scope of the redactions with reference to the documents, and if there's any issue with the Spanish, we can certainly, you know, get into further where the lines are redacted, but I'm not sure what the problem is.

MR. SCHULTE: The concern is, we don't know what we don't know, but I think kind of on the limited basis, kind of for the information that is provided, there's no objection to the information that is provided. It's just raising an ongoing concern that there's a constant drumbeat of us not getting the information.

MR. GLICK: Well, I'd certainly object to the characterization that there's a lack of information. The Government has produced a few thousand pages of documents in

this case, produced them in a timely fashion, produced subsequent documents after the close of discovery, turned over any witness statements a week before trial. There hasn't been any basis for any general statement about the Government's compliance with discovery and even beyond its obligations.

JUDGE TIMLIN: Well, I also think in terms of this particular exhibit, the issue before right now before me is whether this particular exhibit is admissible. And I don't think there's any -- I mean, you haven't told me that they didn't turn over to you this version of this particular exhibit. I can tell you right now, I would not have accepted this exhibit if it included any personally identifiable information because this is going to become a public record. This is a record of this here.

MR. SCHULTE: Understood.

JUDGE TIMLIN: And so -- and to the extent that you wanted to make the argument that they should have turned this over to you without redactions at some earlier point, that probably should have been raised at that point; when they turned the information over, you should have raised it to me as a part of a discovery motion that you weren't getting complete discovery.

So I'm going to admit the information because I think that -- I'm going to admit the document, so end of that. It's admitted. Okay. Continue.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 30 was received into evidence.)

MR. GLICK: And, Your Honor, just -- can I just make the record a bit clearer, correct that PX-30 is admitted into evidence?

JUDGE TIMLIN: Yes. All of PX-30 is admitted into evidence.

MR. GLICK: Thank you, Your Honor.

BY MR. GLICK:

Q. Now, Mr. Perez, I believe you testified a moment ago that it would help you to look at a photograph to answer one of my questions?

A. Yes.

JUDGE TIMLIN: Does he even remember the question?

MR. GLICK: So I'm going to get back to the question.

THE WITNESS: Thank you.

BY MR. GLICK:

Q. Do you -- having looked at PX-30, Page 1064, do you remember whether Mr. Fredi Berto's driver's license was valid or expired in 2015?

JUDGE TIMLIN: And just so that the record's clear, because I'm sure the court reporter's problem, I have a bit of

trouble with this too, when you keep referring to Mr. Fredi Berto, Fredi Berto is his first name, that's his full first name, and he actually has a couple -- his name is actually Fredi Berto Villasenor Hernandez. That's who we're referring to, right?

MR. GLICK: Yes.

JUDGE TIMLIN: I mean, I understand for shorthand purposes, you may just want to call him Fredi Berto, but I think the record should be clear about who we're talking about.

MR. GLICK: Understood. I was trying to take my cue from the witness' specific testimony with the name.

JUDGE TIMLIN: Right.

BY MR. GLICK:

Q. So let me ask, Mr. Perez, Investigator Perez, do you know the full name of Fredi Berto, the driver that you saw at Sun Valley that day in 2015?

A. Yeah. From the license it says Fredi Berto Villasenor Hernandez.

Q. And Page 1064 is a copy of the license that Mr. Villasenor Hernandez showed you in 2015?

A. Yes.

Q. Was Mr. Villasenor Hernandez' license expired or valid in 2015?

A. It was actually expired. If you notice on the bottom right-hand corner of the driver's license, in certain cultures,

you would put the day first, the month second, and the year third, so in this case, it indicates that this driver's license had expired on November 29, 2014.

Q. And where exactly are you looking on Page 1064?

A. On the bottom right-hand corner of the driver's license.

Q. What color is the letter that you are -- letters that you are reading?

A. I'm referring to the red letters. They indicate, "Expira 29-11-2014".

Q. Do you know whether Mr. Villasenor Hernandez had any additional driver's license in 2015?

A. No, this is what was provided.

Q. How do you know he didn't have any -- do you know whether he had any other driver's licenses?

A. This is the one that was provided.

MR. SCHULTE: Objection. Non-responsive.

MR. GLICK: The answer is the answer.

JUDGE TIMLIN: Yeah, it is what it is, so move on.

BY MR. GLICK:

Q. Did you examine the driver's licenses of any of Sun Valley's other driver's licenses in 2015?

A. Yeah, there was three drivers in total that we were provided driver's licenses of that were transporting workers on a school bus.

Q. How did you have an opportunity to review those licenses?

A. It was provided to us when we visited the -- when we followed the vehicle that Fredi Berto Villasenor Hernandez was driving to the farm, because the workers were eating lunch, and we requested the driver's license of all the drivers at that moment.

Q. I want to make sure I understand, at what moment exactly did you request other driver's licenses?

A. When we visited the dormitory housing where the workers were eating lunch, where they were centrally located, where all the buses were centrally located, we requested the driver's licenses from Agustin Hernandez.

Q. What did you actually ask Mr. Hernandez for?

A. The driver's licenses of the drivers that were driving the vehicles that were transporting the workers.

Q. And did Mr. Hernandez give you licenses in return?

A. Yes.

Q. How much time did it take for Mr. Hernandez to give you those licenses?

A. A few minutes. Five, ten minutes at the very most.

Q. Did you see where Mr. Hernandez went before returning after five or ten minutes?

A. No, I mean, he was in the -- he was walking in the camp.

Q. And what did you see when you reviewed those driver's licenses that Mr. Hernandez returned to you?

A. Well, we noticed that some of the -- well, the driver's licenses were all Mexican driver's licenses. It was no U.S. driver's licenses provided.

Q. Did you take photographs of all the driver's licenses that Mr. Hernandez gave you that day?

A. I did.

Q. Do you see in PX-30, whether or not there are photographs of those additional licenses?

A. Yes.

Q. What do you see in PX-30 about whether these are photographs of additional licenses Mr. Hernandez gave you?

A. I mean, these are the driver's licenses that were provided to us when we requested them.

Q. Well, let me call your attention, specifically, to Page 1076. What is Page 1076?

A. It was a driver's license that was provided to us.

Q. When was it provided to you?

A. On July 22nd.

Q. And what state, or region, or province, government agency is this driver's license issued by?

A. Well, it says, on the very top, it indicates, "Licencia Federal de Conductor", and it has the picture of the emblem of Mexico in the right-hand corner, so it's a Mexican

driver's license.

MR. SCHULTE: Sorry, Your Honor, not by way of objection, but just in the interest of moving this along, the records all speak for themselves. Is there a way we can fast forward through this part of him reading them?

JUDGE TIMLIN: Right. I mean, I think this is what -- it seems to me that the things we want to know is, whose driver's license, is it from Mexico or not from Mexico, or from the U.S., and is it expired or fine. So let's just -- for each one, for this -- Sanchez, Villasenor, I think it's clear.

You've testified that it's a Mexican driver's license. Is there an expiration date on it?

THE WITNESS: If you actually look on the middle section, it indicates the initial date of January 20, 2012 until January 20, 2017, so this license was valid at the time to operate the vehicle in Mexico, not the United States.

JUDGE TIMLIN: Okay. Go ahead.

BY MR. GLICK:

Q. And, Investigator Perez, Page 1070. What government agency issued the license in 1070?

A. It's actually Mexico. It's the State of Michoacan. Do you see that on the top right-hand corner?

Q. So is your testimony that you were given copies of three driver's licenses by Mr. Hernandez that day?

A. Yes.

Q. Besides those --

JUDGE TIMLIN: Okay. Because you are kind of going over the same territory, so the only thing I want to know on Page 1070, whose driver's license is that?

THE WITNESS: The driver's license of one of the drivers, Jose Manuel Villasenor Vargas. It's a current driver's license. It was valid. The expiration date would be September 4, 2016.

BY MR. GLICK:

Q. Investigator Perez, when you say that Mr. Villasenor Vargas' driver's license is valid, was valid, what do you mean by that?

A. It was valid to operate a vehicle in the country of Mexico, not in the United States.

MR. SCHULTE: Objection, Your Honor. I haven't heard any foundation for his expertise in motor vehicle law.

JUDGE TIMLIN: Right. So yeah, if you're going to say that, we need some foundation for that.

BY MR. GLICK:

Q. When you testified that this driver's license was valid, were you expressing an opinion about whether it was a valid driver's license to operate any vehicles in New Jersey in 2015 or were you not expressing an opinion about that?

A. No, it's actually fact, as part of the Migrant and

Seasonal Workers Protection Act regulations. We also enforce state law. In the State of New Jersey, you are required to possess an international driver's license that is obtained at the country of origin prior to being about to drive in your -- in the State of New Jersey.

Q. I'm sorry, but I just want to ask a reasonable question, do you -- is it your opinion that -- was it your testimony that Page 1070 is a photograph of a driver's license that was valid to operate in New Jersey in 2015?

A. No, it's not valid to operate.

MR. SCHULTE: Same objection, Your Honor.

JUDGE TIMLIN: Okay. I guess, because I'm not really understanding, maybe I'm missing something, but you just said that in New Jersey, if you have an international driver's license issued from your country of origin, you can drive in New Jersey, so what's the problem?

THE WITNESS: It's an additional permit that's required. You have to obtain an international driver's license.

JUDGE TIMLIN: So these are -- you don't consider these international driver's licenses.

THE WITNESS: No, these are not international driver's licenses.

JUDGE TIMLIN: And how do you know that?

THE WITNESS: Because you have to obtain a different

international driver's license where the information itself is transcribed into English from the New Jersey Department of Motor Vehicles.

JUDGE TIMLIN: And you know that because of what?

THE WITNESS: My expertise.

JUDGE TIMLIN: Okay. Where do you get this expertise from?

THE WITNESS: In conducting the investigations with -- in relation to the driver's licenses that are required to operate vehicles.

JUDGE TIMLIN: Because -- okay. So is this part of your job as a Migrant and Seasonal Worker Protection -- I mean, migrant investigator?

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: Is that you have to understand the state laws?

THE WITNESS: Yeah. Various states have different laws.

MR. GLICK: Your Honor, I don't want to interrupt, but I'm not really sure we need to bring this information now in regard to, you know, Mr. Perez is not an expert on law and we haven't called him as such, and I want to just move on --

JUDGE TIMLIN: Right. No, I know, but he --

MR. SCHULTE: You're questioning him as such.

JUDGE TIMLIN: The question that counseled raised,

you know, counsel was objecting because he was saying he doesn't -- there's no foundation to think that Mr. Perez would have any reason to know whether or not you're allowed, under New Jersey state law, to drive on a Mexican license. Mr. Perez is explaining that there's something called an international license that you have to have if you're under New Jersey state law.

I need to know how he -- why he would have any reason to know. I certainly don't have any knowledge of New Jersey state law about this, so I want to know why. He's explaining that this is part of his job as a wage hour investigator to know your -- I think you need to establish that.

MR. GLICK: Fair enough, Your Honor. We are happy to submit briefing, and we will on the issue of any of these legal questions. And it's not our intention to introduce that for Mr. Perez, and I withdraw the question about the validity of licenses and want to move on.

JUDGE TIMLIN: Okay. All right. Let's move on then.

BY MR. GLICK:

Q. Investigator Perez, were there other --

A. Can I close this?

Q. Yes, please go ahead. Did you determine in 2015 whether there were more than three people driving Sun Valley's vehicles?

A. Yes. There were five people that were driving

vehicles.

Q. Were those other people driving Sun Valley's workers or something else?

A. Yeah, they were transporting workers from the fields to the -- I'm sorry, from the dormitory housing to the fields.

Q. How did you determine that there were five people driving vehicles?

A. Well, I, firsthand, saw them driving the vehicles from the dormitory housing as they were leaving to go back to the fields. They were sitting in the passenger's seat of each vehicle.

Q. Well, where were you --

JUDGE TIMLIN: Passenger's seat?

THE WITNESS: I'm sorry, the driver's seat.

BY MR. GLICK:

Q. Where were you such that you could observe who was driving?

A. I entered the vehicles and I requested driver's licenses from the drivers.

Q. So where were you when you entered the vehicle?

A. I entered the vehicle through the passenger's side door and I requested the driver's license. We were physically located in the worker housing in the dormitory section.

Q. So where were the vehicles parked? I assume the vehicles were parked before you entered the vehicles?

A. Yes. They were being readied -- they were being filled with workers to be taken to the fields to work.

Q. Where were the vehicles parked immediately before you entered the vehicles?

A. They were parked in the dormitory housing.

Q. And so talk me through what you did to determine who was driving those vehicles.

A. When Agustin Hernandez presented the driver's licenses for the three workers, I requested, what about the other -- I asked from him what about the other driver's licenses from the other operators, and he disregarded the question. So I proceeded to inquire from the other workers, from the other drivers, you know, to show me their driver's license. And I asked them for their driver's license, so I entered the vehicle, I walked inside the vehicle, and I asked them, in Spanish, to present me with their driver's license, and they indicated not having a driver's license.

I then notified Agustin Hernandez and told him, these workers are not allowed to drive vehicles. They have no driver's license. They're not authorized to operate the vehicles. And he disregarded the question -- the fact altogether and he let the drivers leave with -- full of workers.

Q. How many drivers did you determine did not have any driver's licenses in 2015 at Sun Valley?

A. There was two drivers that didn't possess driver's licenses at all. They refused to even provide me with their names.

Q. During your investigation in 2015 of Sun Valley, did any drivers present you with a U.S. driver's license?

A. No.

Q. Did any drivers present you with a Canadian license?

A. No.

Q. Did Mr. Hernandez present you with any U.S. driver's licenses for Sun Valley's workers?

A. No.

Q. Did Mr. Hernandez present you with any Canadian driver's licenses for Sun Valley's workers?

A. No.

Q. Okay. Now, I'd like to ask you some other questions related to Sun Valley's vehicles and their condition in 2015. Did you take any photographs, any other photographs, of Sun Valley's vehicles in 2015 during your inspection of --

A. Yeah, we documented the vehicles as we were conducting the inspections, in regards to taking front, center pictures to show the driver's license. We would take rear side pictures to show the license plate in the back to be able to identify each vehicle. We would take pictures of the registration and the insurance information for each vehicle, so we can actually identify each vehicle. If there was any safety

violations that we identified during the inspection, we also took pictures of that.

Q. So I'd like to turn your attention back to Binder 8 and the tab marked PX-29, please. Please take a moment, or as much time as you need, to review PX-29, Pages 1057 through 1063.

A. I did.

Q. What are the documents in PX-29?

A. These are pictures of the vehicles that we inspected and these are the violations we identified; the safety violations we identified.

Q. Did you take the photographs in PX-29?

A. I did.

Q. When did you take them?

A. On July 21st and July 22nd.

Q. When did you take the photographs in PX-29?

A. July --

Q. I apologize. Where did you take the photographs in PX-29?

A. I took them in the fields where the workers were -- where the vehicles were stopped at, where the workers had been driven to.

MR. GLICK: Your Honor, I move PX-29 into evidence.

JUDGE TIMLIN: Any objections?

MR. SCHULTE: No.

JUDGE TIMLIN: No? Okay. Admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 29 was received into evidence.)

BY MR. GLICK:

Q. Mr. Perez, I believe you testified earlier about bald tires on some of Sun Valley's vehicles in 2015?

A. That's correct.

Q. What did you observe about those bald tires in 2015?

A. The bald tires contained almost no tread on them, so they would -- they were required to be repaired/replaced.

Q. I'd like to call your attention to Page 1059, PX-29, Page 1059, what is this a photograph of?

A. This is a photograph of one of the tires. I insert -- this is my hand. As you see there, I'm using a pen, to show that there's no tread on the actual tire. So you can see it with the pen.

Q. How does the pen show anything about the tread on the tire?

A. If there was any tread on the tire, the pen would actually go down into the tread. There was no tread on it.

Q. Did you observe whether the pen went down into the tire, regardless of what's shown in this photograph, on that

day, did you observe whether the pen went down into the tire?

A. Yeah, it didn't go down.

Q. How many tires did you observe were bald on Sun Valley's vehicles in 2015?

A. Of the five vehicles, I believe three of them had worn tires, two, three. I'm not sure.

Q. Did you perform this pen exercise on each of those three tires?

A. Yes.

Q. Are Pages 1058 to 1063 photographs of those three tires or some other tires?

A. I believe those are the three tires.

Q. Did you observe any other issues with the condition of Sun Valley's vehicles in 2015?

A. There was one vehicle that contained a rear directional that was, the glass on it was shattered, and I believe the bulb was not functioning. It was inoperational.

Q. How did you determine whether the bulb was functioning or not in that vehicle?

A. Well, we inspected each vehicle. Investigator John Crudup sat inside the vehicles and we conducted the inspection from inside and outside, and we tested each directional, both the front and the rear, and we noticed that the rear one, passenger's side, was not operational, was not in operation.

Q. So I just want to focus specifically on this one bulb

that you told me about not being functional. Did you turn on the vehicle or Mr. Crudup?

A. Mr. Crudup turned on the vehicle and we did a point-by-point inspection of the directional signals and the directional signal of the rear passenger was not working.

Q. I'd like you to turn to PX-29, Page 1057, please. What is this a photograph of? Page 1057.

A. This is a photograph of the rear of the vehicle. It shows the license plate on the left-hand corner. It indicates XAJZ35, and on the right-hand side, on the passenger's side, you see the shattered glass.

Q. Where is that shattered glass?

A. On the right-hand side.

Q. Does Page 1057 show any lights on or not?

A. No, it does not.

Q. Did you observe that day whether the rear of that bus had an operational passenger turn signal?

A. Yeah, it wasn't functioning.

Q. Were there any operational rear passenger turn signals on XAJZ35 that day of your inspection?

A. Yeah, the left ones worked. The left rear worked; the right rear did not.

Q. So on the right rear side of XAJZ35, there was no functioning turn signal?

MR. SCHULTE: Objection, Your Honor. This is painful

enough to go through once, but three times is too much.

JUDGE TIMLIN: Okay. Yeah, actually, yeah, you sound like you're kind of repetitive here. So ask him in an open question, because you're not -- you should not be leading him. Let him tell the story, and then move on to the next document.

MR. GLICK: Understood.

BY MR. GLICK:

Q. When you observed the condition of XAJZ35 during your inspection, how many functioning turn signals were there on the rear of the vehicle?

MR. SCHULTE: Your Honor, this is the same material. This is now four and five times already.

JUDGE TIMLIN: Right.

MR. SCHULTE: I think we've established it pretty clearly.

JUDGE TIMLIN: Right.

MR. SCHULTE: We're going to be here all day.

MR. GLICK: Fair enough.

JUDGE TIMLIN: Yeah, move to the next one.

BY MR. GLICK:

Q. Investigator Perez, prior to 2015, did you, the Wage and Hour Division, conduct any inspections of Sun Valley's vehicles?

A. We did. We inspected the vehicles, but at that time, the vehicles were not being operated.

Q. What time are you referring to?
A. In 2013, when we conducted that investigation.
MR. GLICK: I want to move on to another topic, but wonder if I could take a short break first.
JUDGE TIMLIN: Sure. Right. We've been going at it for an hour and a half. It's 11 o'clock. So let's come back at 11:10.
MR. GLICK: Thank you.
(Off the record at 11:03 a.m.)
(On the record at 11:16 a.m.)
JUDGE TIMLIN: Okay. Continue, Mr. Glick.
BY MR. GLICK:
Q. Investigator Perez, did you learn anything during the investigation in 2015 into Sun Valley about workers who left Sun Valley before September 2015?
A. There were workers that had left in early May and also again then in August of 2015.
Q. So starting with that first group, do you know why those workers departed Sun Valley in May 2015?
A. Workers indicated being -- you know, leaving Sun Valley because of some of the conditions present, and also some indicated being terminated.
Q. Did any of Sun Valley's owners tell you about why those workers left in May?
A. Russell Marino, Jr. indicated that the workers had

left because they couldn't handle the work. Agustin Hernandez, the field boss, also indicated that the workers couldn't handle the work. It was too tough for them.

Q. The workers who left in August 2015, do you know why they left?

A. They were terminated. They were no longer required.

Q. How do you know that?

A. I interviewed the workers.

Q. When?

A. In August of 2015.

Q. Did you interview those workers at Sun Valley or somewhere else?

A. I interviewed them physically at Sun Valley.

Q. And did you see them working when you went to Sun Valley that day?

A. No. I was actually going to the farm to return the purchase receipts to Agustin Hernandez that he had provided and I noticed it was a significant amount of workers in the dormitory housing, just playing soccer or just standing around. After returning the receipts to Agustin Hernandez' spouse, Elia Pinon, I asked the workers as to why they weren't working, and they said that they had been terminated two days prior to that, and that they were returning to Mexico later that week.

Q. Did the workers tell you anything about whether or not they signed any documents?

A. Yeah. During the conversations with the workers, they presented a document showing that the -- I'm sorry, that they were given that indicated several reasonings that they were leaving.

Q. Did you learn during the investigation whether Sun Valley notified any government agencies about the reasons why those workers stopped working in August 2015?

A. Yeah. In the process of the investigation, I requested records, both from Sun Valley and also from State Workforce Agency, in regards to the notification of workers having left, those notices indicating workers leaving for personal reasons.

Q. Mr. Perez, in Binder Number 9, I'd like you to turn to PX-39, please. Could you please review the documents in PX-39 and let me know when you've done so?

A. I reviewed them.

Q. Do you recognize the documents at PX-39?

A. Yes, I do.

Q. How do you recognize PX-39?

A. These are some of the documents that you provided me with and I've also received other copies myself from State Workforce Agency.

Q. How did you obtain those documents from the State Workforce Agency?

A. I emailed a State Workforce representative and he

provided the notifications that were made in regards to the requirement for the abandonment or job termination of H2A workers.

MR. GLICK: Your Honor, I move PX-39 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: I'm sorry, Your Honor. I think there's a hearsay objection, but it's -- if the Court's inclined to accept hearsay evidence, then --

MR. GLICK: Well, may I? We're not introducing PX-39 for the truth of the matter of why the workers departed, but of what was recorded to government agencies about departure, so it goes to state of mind rather than the truth of the matter.

MR. SCHULTE: It's the state of mind of someone who's not the company.

JUDGE TIMLIN: Well, wait, I thought -- it's my understanding that you're not introducing it for the state of mind -- they're introducing it for the purposes of this is the notice that Sun Valley Orchards provided to the State Department of Labor, which would show that Sun Valley provided notice to the State Department of Labor that workers left.

MR. SCHULTE: Which they did, as they were required to. There's no dispute over that.

JUDGE TIMLIN: So what's the hearsay part of that?

MR. SCHULTE: That declarant, or, you know, the person making these statements is not the one introducing it,

that it's a statement outside the court.

JUDGE TIMLIN: That it's coming from a state agency, that these are the documents that a state agency provided to --

MR. SCHULTE: Well, there's some documents --

JUDGE TIMLIN: -- the state agency provided to the federal agency in response to a request for documents that would establish that whether Sun Valley did or did not notify the state agency that the employees were leaving? I don't see the problem.

MR. SCHULTE: Well, there's a separate chain of custody issue of this. There's nobody from the state agency saying that they got these or anything about the documents, but the point that they're being offered for is not that these documents exist. I mean, they're clearly in front of us, but, you know, to the extent that they're being offered to -- as a statement by anyone, you know, as to the content of the document. I don't think that's appropriate.

JUDGE TIMLIN: Would you prefer that there be no evidence that they gave notice that these employees left? I don't understand.

MR. SCHULTE: No, we agree that notice was given. The concern is the extent to which counsel is going to use this. If it is just to represent that notice was given, then so be it.

MR. SCHULTE: Well, we plan to, you know, lay the

foundation for PX-39 and draw out specific evidence. I would dispute counsel's representation that there is no dispute about anything about the notifications. We've, you know, addressed this issue in our summary judgment briefing, and I don't want to get into it, but there are questions about the adequacy of notice on -- that these documents are relevant, so we intend to draw that testimony out.

And moreover, these are, I think quite clearly, or we can establish that these are emails produced by Sun Valley in discovery, and the witness has testified that he's reviewed them and that he had also, you know, previously seen copies of them and they're made by Sun Valley's agent.

MR. SCHULTE: And again, there's no issue that they did or didn't give notice. I mean, there's a separate set of penalties if you fail to provide notice of workers terminated more than 30 days before the end of the contract, payable to Homeland Security and Department of Labor's ETA. That's not part of the case.

JUDGE TIMLIN: Right. No, I understand. I'm a little confused now because what you're introducing, you just said that these are documents that Sun Valley provided to the Department of Labor, but what I'm seeing are emails to the Department of Labor, not from Sun -- or maybe, I don't know who this one individual is.

MR. GLICK: If I wasn't clear, we have evidence of

this, but this is Sun Valley's agent.

JUDGE TIMLIN: Wicker is Sun Valley's agent?

MR. GLICK: Does Sun Valley dispute that these are documents produced in discovery?

JUDGE TIMLIN: You guys produced these to them, these emails?

MR. SCHULTE: Yes.

JUDGE TIMLIN: Then what's the problem?

MR. SCHULTE: That doesn't mean that they're admissible or they're not hearsay; the scope of discovery is obviously different than the scope of admissibility at a hearing. Their request was any documents related to your participation in the H-2A program in 2015. These are. I mean, notice was given when workers are terminated; it's required to be given or we pay penalties to other agencies for that.

The question is both relevance, but also that doesn't mean that it's admissible or admissible for the content of the statements by someone else to -- by a third party to a fourth party.

MR. GLICK: Your Honor, we intend to admit these as the notice that was given. There are issues about the completeness of notice as to specific workers.

JUDGE TIMLIN: Right. Yeah. Otherwise they wouldn't be fighting it so hard.

MR. GLICK: We do not dispute that some notice was

given, but there's clearly a dispute about the content of the notice.

JUDGE TIMLIN: The content of the notice, and that's --

MR. SCHULTE: And again, Your Honor, we're not disputing it because we're trying to hide anything, I just think that counsel needs to follow the rules.

MR. GLICK: I'm not sure what rule is at issue. The documents are not being introduced for the truth of the reason that the workers left, but for the --

MR. SCHULTE: I'm not clear what the reason is, I think.

JUDGE TIMLIN: Well, who created -- who is Warren Wicker?

MR. GLICK: My understanding --

JUDGE TIMLIN: I mean, the emails are from Warren Wicker and they're sent to someone at dhs.gov, someone at ETA, a Raphael Despacio (ph.) at dol.state.nj.us. They're copied to Russ. I'm assuming that's one of the two Marinos. Margie Cover (ph.), I don't know who that is. Lisa Justman (ph.). So these are documents that you guys gave to the Department of Labor.

MR. SCHULTE: Correct. We were -- you can see, we were -- you know, people at Sun Valley were copied on the email and so they were records in our possession that were

responsive, potentially, to discovery requests.

JUDGE TIMLIN: To discovery. So --

MR. GLICK: Your Honor, may I?

JUDGE TIMLIN: Yeah, go ahead.

MR. GLICK: My understanding is that Warren Wicker is an agent of Sun Valley who submitted documents on Sun Valley's behalf to participate in the H-2A program. For example, there are documents in Joint Exhibits 1 through 4, including, you know, contract between Warren Wicker's company and Sun Valley regarding that agency relationship between Sun Valley and this entity, National Agricultural Consultants, LLC.

I really don't think there's any dispute that these are the notifications that Sun Valley provided via its agent, and I think there's some very narrow and specific questions we plan to ask, and I'm not going to --

JUDGE TIMLIN: Right. I mean, besides the header of the email, the content appears to be a notice from Mr. Wicker to the U.S. Department of Labor, ETA, OFLC, the State Workforce Agency of New Jersey, about the -- specifically, to the H-2A program union, and it says -- it talks about Sun Valley is notifying the United States Department of Labor.

So this is a document that someone purportedly on behalf of Sun Valley, is telling the Department of Labor something. I don't get why this is a hearsay problem. I mean, isn't this a document that your client created so that your

client could notify the government agency that they terminated -- that certain employees left and the reasons for the fact that those employees left?

MR. SCHULTE: There may be a hearsay exception that applies, Your Honor, but it's clearly -- it's hearsay prima facie. The question and as far as the conclusion that this was something that Sun Valley created, that's not here. And so, I mean, if it's being offered for the purpose of saying that Warren Wicker told the government that these workers left on this day, that's fine. There's no objection there. The concern is the scope and if that's the reason it's being offered, then it's a question of, literally, why?

JUDGE TIMLIN: Well, not only -- I guess not only that -- I mean, not only that, I guess, that you're offering it not only to say that Warren Wicker told the government that Sun Valley wanted to let the government know that certain workers left and who the workers were, and the reasons -- when the workers left and the reasons for their leaving.

MR. GLICK: The reasons reported on Sun Valley's behalf --

JUDGE TIMLIN: The reasons that Warren Wicker reported them leaving.

MR. SCHULTE: It may go to weight or to relevance, and not to admissibility. If Your Honor's inclined to accept it, that's fine, but we have issues as to what this means, but

I mean --

JUDGE TIMLIN: Okay. And that certainly is --

MR. SCHULTE: -- they are -- these are documents.

JUDGE TIMLIN: -- that certainly is something you can argue, is what it means, but okay. They're admitted.

All right. You can continue, Mr. Glick.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 39 was received into evidence.)

BY MR. GLICK:

Q. Mr. Perez, PX-39, Page 1191, does this page indicate the reasons Sun Valley informed government agencies that workers departed on a particular date?

MR. SCHULTE: Objection, Your Honor. I mean, I think as we've discussed for a while now, this is not Sun Valley saying anything. I mean, the documents say what they say. I don't think we need his interpretation as to what someone who's not part of this email is saying through it.

MR. GLICK: Does Sun Valley dispute that these are the notifications that --

JUDGE TIMLIN: Yeah, I guess that's what I'm not understanding. So you're saying that Mr. -- are you arguing that Mr. Wicker made up this whole thing about employees

leaving and why they left?

MR. SCHULTE: I'm saying we don't know and I'm saying that Mr. Perez definitely doesn't know. I'm just not sure that this is the witness to get into anyone's intent, much less get behind the emails.

JUDGE TIMLIN: Okay. So then I think the question -- but I think then an allowable question might be, Mr. Perez, you gathered information that you led you to a conclusion that workers -- as to the reasons that workers left.

THE WITNESS: Yes, it certainly wasn't for personal reasons.

JUDGE TIMLIN: So what did this -- and this information is the information in Exhibit 39.

THE WITNESS: Yes.

JUDGE TIMLIN: What conclusions did you draw after reviewing that information?

THE WITNESS: That it was falsely reported that workers were leaving for personal reasons when they were, in fact, leaving because they were terminated or for other circumstances.

JUDGE TIMLIN: Okay. That's a big leap, that the false conclusion is a big leap. Okay. So when you looked at this, what information did you have from this?

THE WITNESS: Well, it indicates that the workers returned for personal reasons.

JUDGE TIMLIN: Okay. So this told you that the workers returned for personal reasons. Did you have other information that you gathered during the course of your investigation that made you question these documents?

THE WITNESS: Yes. When I conducted subsequent interviews with workers, they suggested that they did not leave for personal reasons.

MR. GLICK: Your Honor, may I continue?

JUDGE TIMLIN: Now you can continue.

MR. GLICK: Thank you.

BY MR. GLICK:

Q. PX-39, Page 1194. Does Page 1194 indicate the reason that workers departed on August 8, 2015?

A. And indicated under the reasoning it suggests, "Workers returned home for personal reasons."

Q. Now, Mr. Perez, did you have an opportunity to review a complete set of the notifications provided on Sun Valley's behalf of the workers who left in 2015?

A. I did.

Q. Did any of those notifications list a worker named Jose Eslas Larraga?

A. No, they did not.

Q. Turning away from this document for the time, did you review Sun Valley payroll records as part of your investigation?

A. I did. Can I close the binder?
Q. Yes, please. What kind of payroll records did you review?
A. I reviewed time and payroll records for the entire growing season for 2015.
Q. How did you obtain those payroll records?
A. I requested them from Russell Marino, Jr., and it was provided by the office manager, Lisa Justice, in paper format.
Q. Did you make any findings as a result of your review of those payroll records in 2015?
A. Using the payroll records, I was able to transcribe the entire season's payroll records, and the hour records, and it indicated that there were workers that did not meet the 3/4 threshold as required for H-2A regulations.
Q. How many hours was Sun Valley required to offer its workers in 2015?
A. According to both job orders, they indicated 40 hours per week offered. It indicated 7 hours Monday through Friday, 0 hours for Saturday, and 5 hours for Sunday.
Q. Do you have Binder 7 on the witness stand? I'd like you to turn --
A. Just a second.
Q. Do you have Binder 7, Mr. Perez?
A. Yes, I do.

Q. Investigator Perez, I'd like you to turn to PX-23. And please take a look at the pages in PX-23 beginning at Page 853.

A. The entire exhibit?

Q. Yes, please, as necessary too. So in terms of what you've reviewed so far, have you seen those pages at PX-23 before?

A. Yeah, these are the payroll records that were provided in paper format by Lisa Justice, the office manager at Sun Valley Orchards.

Q. Is PX-23 a complete copy of those payroll records?

A. It appears so.

Q. How many pages, approximately, are at PX-23?

A. Approximately 70 pages, I would say.

Q. Do you know about how many pages Sun Valley provided you with payroll records in 2015?

A. I couldn't recall. It was a lot of pages.

Q. Was it more than 70; less than 70?

A. Possibly more. I'm not sure.

MR. GLICK: Your Honor, I move PX-23 into evidence, and as we've identified in our, you know, exhibit tab, this is an excerpt of Sun Valley's payroll records. I believe there wasn't any objection by Respondent in their objections.

JUDGE TIMLIN: Okay. And I will note, because we had this discussion earlier, there are redactions in this of the

Social Security numbers. Any objection to --

MR. SCHULTE: No, Your Honor, and just to clarify that it's an excerpt and that these are not -- just to clarify that.

JUDGE TIMLIN: Okay.

MR. SCHULTE: Okay. These are partial records.

JUDGE TIMLIN: So they're admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 23 was received into evidence.)

BY MR. GLICK:

Q. Investigator Perez, what kind of information is contained in PX-23?

A. It's the payroll runs, the payroll inquiry check view, for both U.S. domestic workers and H-2A workers. The information indicates the employee number on the left-hand column, the employee's name, identifiable Social Security number, if there is one; right below that it indicates the hours that they worked and the hours that they were paid for.

And if you go across, they have deductions taken, for, like, Social Security, Medicare, state withheld taxes, and then you have the net amount on the right-hand column. At the very top you have the pay period that it accounts for.

Q. Thank you. Now, Investigator Perez, could you please turn to Page 869? What is Page 869?

A. It's a payroll run for the period of June 3, 2015 through June 9, 2015, for H-2A workers, it appears.

Q. How can you tell that this is a payroll, Page 869, for H-2A workers?

A. It has no deduction for federal taxes, Social Security taxes, or Medicare taxes.

Q. Now, turning to Page 871, does Page 871 indicate the number of hours that worker Miguel A. Elizondo Soto worked?

A. Miguel A. Elizondo Soto worked 32.75 hours.

MR. GLICK: Your Honor, I would request permission to transcribe some of these numbers on to this flip chart as a demonstrative.

JUDGE TIMLIN: Sure.

BY MR. GLICK:

Q. In what week did Mr. Elizondo Soto work 32.75 hours?

A. The pay period stated above, on the right-hand section, it indicates June 3, 2015 through June 9, 2015.

Q. Investigator Perez, please turn to Page 876. How many hours did Mr. Elizondo Soto work the work week ending June 16th?

A. So the pay period June 10, 2015 through June 16, 2015, Miguel A. Elizondo Soto worked 51.51 hours, according to the payroll records.

Q. Please turn to Page 879. How many hours did Mr. Elizondo Soto work the week ending June 23rd?

A. For the pay period June 17, 2015 to June 23, 2015, Miguel Elizondo Soto worked 82.23 hours.

Q. Please turn to Page 884. How many hours did Mr. Elizondo Soto work the week ending June 30th?

A. For the work week June 24, 2015 to June 30, 2015, Miguel A. Elizondo Soto worked 10.75 hours.

Q. Please turn to Page 892. How many hours did Mr. Elizondo Soto work the week ending July 7th?

A. So for the work week July 1, 2015 to July 7, 2015, Miguel A. Elizondo Soto worked 43 hours.

Q. Please turn to Page 895. How many hours did Mr. Elizondo Soto work the week ending July 14th?

A. For the pay period July 6th -- I'm sorry, July 8, 2015 to July 14, 2015, Miguel A. Elizondo Soto worked 70.51 hours.

Q. Could you please repeat the number so I make sure I hear it correctly?

A. 70.51.

MR. SCHULTE: What page is this last one on?

JUDGE TIMLIN: 895.

MR. SCHULTE: We're still on 895?

JUDGE TIMLIN: We just finished with 895.

MR. SCHULTE: Okay. Gotcha.

MR. GLICK: Is everyone ready for me to continue?

JUDGE TIMLIN: Yeah.

BY MR. GLICK:

Q. Investigator Perez, would you please turn to Page 904? How many hours did Mr. Elizondo Soto work the week ending July 21st?

A. So for the work week July 15, 2015 to July 21, 2015, Miguel A. Elizondo Soto work 57.75 hours.

Q. Please turn to Page 908. How many hours did Mr. Elizondo Soto work the week ending July 28th?

A. So for the work week July 22, 2015 to July 28, 2015, Miguel A. Elizondo Soto worked 63.25 hours.

Q. Please turn to Page 919. How many hours -- I'll wait until you're ready.

A. Sorry. Just give me a minute.

Q. Take your time. Are you on Page 919?

A. Yes, I am.

Q. How many hours did Mr. Elizondo Soto work the week ending August 4th?

A. So for the work week of July 29, 2015 to August 4, 2015, Miguel A. Elizondo Soto worked 59.25 hours.

Q. Other than the weeks that you've read out and that I wrote on this flipchart, do you whether Mr. Elizondo Soto worked any other hours in 2015?

A. I don't believe so.

Q. What is that based on?
A. That's based on the payroll records provided by Sun Valley Orchards.
Q. Are those records that you only reviewed today during your testimony or beforehand?
A. These are records that I reviewed during my investigation.
Q. Investigator Perez, I'd like to ask you to use a calculator that I previously provided you to add up this number of hours.
A. I'm finished.
Q. What is the total number of hours?
A. The total number of hours is 471.
Q. Mr. Perez, do you have a Binder Number 1 in front of you?
A. 1?
Q. Binder 1. And if anyone doesn't, please let me know and I'll make sure you get Binder 1.
PX-1. Investigator Perez, could you open Binder 1 to PX-1, Page 1, please? Do you recognize PX-1?
A. Yes, I do.
Q. What is PX-1?
A. This is the analysis that I conducted for the back wage computations for the 3/4 guarantee for the H-2A workers at Sun Valley Orchards during 2015.

MR. GLICK: Your Honor, I move PX-1 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: I'm sorry, did Mr. Perez say that he had created this record?

JUDGE TIMLIN: Yeah. He created this when he was doing his analysis for back wage computations.

MR. SCHULTE: Then no objection.

JUDGE TIMLIN: It's admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 1 was received into evidence.)

BY MR. GLICK:

Q. Investigator Perez, when you created PX-1, did you rely on any documents?

A. I relied on the payroll and time records provided by Sun Valley Orchards for the complete growing season of 2015.

Q. And in PX-1, how many -- did you determine the number of hours that Mr. Elizondo Soto worked at Sun Valley in 2015?

A. I determined that he had worked, according to the payroll and the time records provided by Sun Valley Orchards, he worked 471 hours.

Q. Is there a particular you're looking in PX-1?

A. I'm looking under the column that states, "HRS WRKD",

which stands for hours worked.

Q. Could you please explain all the various columns in PX-1 with reference to Miguel A. Elizondo Soto?

A. Sure. The first column is stated as, "First", which is the first name of the worker. The next column would be stated as, "Last", which is the last name of the worker. The next column is, "EE Number", which stands for employee number as provided according to payroll records for Sun Valley Orchards.

The first pay period worked, which is the week ending date. This is the last day of the work week where the worker first appeared on the payroll record. The last pay period worked, which is the ending date of when they last appeared on the payroll record, according to Sun Valley Orchards' records. The start of the pay period is the initial starting point of the pay period. The contract end date, which is the contract end date as stated by the job orders submitted for H-2A for Sun Valley Orchards.

In regards to weeks, it's the period of time from the start of the pay period to the contract end date. The job offered hours per week is the job offered hours per week as stated in the job order by Sun Valley Orchards for H-2A workers. Federal holiday hours is federal holiday hours as -- that fell in the period of employment from the period the workers worked until the contract end date, that were deducted

from the hours offered.

The total workday hours between the first pay period and the contract end date is all the hours that would have been worked during that period of time. The 3/4 guarantee is just that number, the previous column, the total workday hours between first pay period and contract end date, multiplied by 3/4, which would be the 3/4 threshold required for hours to be offered for Sun Valley to be in compliance with H-2A regulations.

The next column is hours worked, which is hours worked according to the payroll records and the time records provided by Sun Valley Orchards during 2015 growing season.

The next column is variance, if there is any variance between one end column and the other column, which is the 3/4 guarantee and the hours worked column.

AEWR hourly rate, which is the prevailing wage rate as stated in both job orders by Sun Valley Orchards for 2015, and the 3/4 guarantee back wages -- it's the previous column -- the AEWR hourly rate, multiplied by the variance between the 3/4 guarantee and the actual hours worked.

Q. And so for Mr. Elizondo Soto, specifically, which numbers did you use to calculate 897.56?

A. So I used the variance between the hours that Mr. Elizondo Soto worked and the actual 3/4 guarantee that he was required to meet in order to be in compliance.

Q. Is that methodology that you've been describing the same that you used for all of Sun Valley's workers?

A. I did.

Q. Now, why did you use $11.29 as part of these calculations?

A. I used the prevailing wage rate as stated in the job orders, even though at times, there were employees that actually earned in excess of $11.29 an hour because they were piece rate paid.

Q. Would it have been appropriate to use a number other than $11.29 in performing these calculations?

A. Could have used the higher amount, because that's -- that would have been the required rate.

MR. SCHULTE: Objection, Your Honor. That's a legal conclusion and, frankly, I don't think it's an accurate legal conclusion. But I guess we --

JUDGE TIMLIN: Right. No, I'll let this testimony stand, with the understanding that ultimately I'm going to make the legal conclusions.

MR. SCHULTE: Fair enough.

BY MR. GLICK:

Q. Investigator Perez, is there information in Sun Valley's job orders that indicates whether or not Sun Valley was required to pay workers a number other than $11.29 an hour under any circumstances?

A. There was. In the job orders, it stated a piece rate paid for individual items picked, such as peppers and other vegetables, including peaches. The workers -- according to that job order, the workers are always guaranteed to be paid at least the $11.29 an hour prevailing wage rate.

There were certain instances where workers earned more than that because they were piece rate paid, so there was additional hourly rate, besides the $11.29 an hour.

Q. Now, in the calculations you performed in PX-1, why did you use the hours worked in Sun Valley's payroll records as opposed to some information about the hours offered to Sun Valley's workers?

A. Well, in the payroll records, and in the time records, provided by Sun Valley Orchards, there's never an indication of hours offered on neither the payroll records nor the time records.

Q. Did you review all of the payroll records that Sun Valley produced during the investigation?

A. I did.

Q. Going back to Binder 7, please. Please turn to PX-24. What is PX-24?

A. It's the payroll summary for individual workers for hours worked that Sun Valley provided.

Q. Is PX-24 a payroll summary for some weeks or all weeks?

A. I think it's an -- it's not the complete listing, because it's only for -- I think it's only an excerpt for a number of weeks. It's not the complete set. I think the last week it goes through, as far as I can tell, May 12, 2015, so it's not the complete season.

MR. GLICK: Your Honor, I move to admit PX-24 as an excerpt of payroll records.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: Again, with the same thing that it's an excerpt and not purported to be complete.

JUDGE TIMLIN: Right. It's admitted. Okay. Go ahead.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 24 was received into evidence.)

BY MR. GLICK:

Q. Does PX-24 indicate information about hours that Sun Valley's workers worked or were offered, or --

A. It just indicates the hours that they worked on an individual basis. It doesn't indicate anything about hours offered.

Q. I'd like you to turn to Page 933, please. And --

JUDGE TIMLIN: Can you give me the page number again?

Sorry.

MR. GLICK: The page number?

JUDGE TIMLIN: Yeah.

MR. GLICK: Page 933 of PX-24, please.

JUDGE TIMLIN: Sorry.

BY MR. GLICK:

Q. Where, on Page 933, is there information about hours worked?

A. There's several columns there. The first column is date, the second column is job, the third column is farm field, the fourth column indicates total time, and there's a column right next to that that indicates "REG." That's the regular hours worked on an individual basis, and totaled out at the bottom.

Q. So is total time the information about total hours worked, or is REG, or something else information about total hours worked?

A. REG is the total hours worked.

Q. And can you please turn to PX-25? What is PX-25?

A. This is the payroll summary for each worker on an everyday basis. It indicates the hours worked on an everyday basis.

Q. Have you seen PX-25 before?

A. Yes, I have.

Q. When have you seen PX-25 before?

A. This was actually provided by Sun Valley.

Q. Is PX-25 all of Sun Valley's payroll records or some excerpt?

A. I believe this is an excerpt. I'm not sure. I think this is an excerpt. I'm not 100 percent sure.

MR. GLICK: Your Honor, I move to admit PX-25 as an excerpt of Sun Valley's payroll records in 2015.

JUDGE TIMLIN: Any objection?

MR. HEYMAN-KANTOR: Your Honor, can I just point out that counsel and party representative have been talking a lot and making comments, and I don't know what the witness can hear, if it's interfering with anything, but I think they should speak outside or pass Post-It notes.

JUDGE TIMLIN: Right. It is a little distracting, but at the same time, he should be able to consult with his party representative. So, I mean, if you need some time, I'm willing to go off the record to give you guys some time.

MR. SCHULTE: It's okay. We're just trying to keep moving things along, Your Honor. I'm trying to consult about this in real time.

JUDGE TIMLIN: Okay. Do you have any objection to the admission of payroll -- of, sorry, Plaintiff's Exhibit 25?

MR. SCHULTE: As a partial exhibit, no.

JUDGE TIMLIN: Okay. So then it's admitted. All right. Continue, Mr. Glick.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 25 was received into evidence.)

BY MR. GLICK:

Q. Mr. Perez, again, so Page 948, if you could call your attention to Page 948 of PX-25?

A. Yes.

Q. Does Page 948 indicate information about how many hours certain workers worked?

A. Under the column, REG, it indicates the total hours worked on a daily basis.

Q. How do you know that that column, REG, is the information about hours worked?

A. Because it's reflective of the payroll records, the summary payroll records.

Q. What do you mean by that?

A. You compare these hourly records to the payroll records and they match.

Q. Putting Binder 7 aside for a moment and back to Binder 1, PX-1.

A. PX-1?

Q. Yes. PX-1, please.

A. Okay.

Q. Is Jose D. Eslas Larraga one of the workers that you included in 3/4 guarantee calculations?

A. That's correct.

Q. Why did you include Jose D. Eslas Larraga in these calculations?

A. Well, he actually did not -- he failed to meet the threshold for the 3/4 guarantee and there was no notification made to the State Workforce Agency, or other agencies, about Mr. Eslas Larraga ever departing Sun Valley Orchards during 2015.

Q. Mr. Perez, I'd like you to turn to Binder Number 9. Binder 9, PX-40. And I just want to briefly ask you about this document before turning over to another topic.

A. I'm sorry, which PX?

Q. PX-40, please. PX-40, Page 1217. Have you seen PX-40 before?

A. Yes. It's the petition for non-immigrant workers for H-2A by Sun Valley Orchards for 2015 growing season. It was submitted by National Agriculture Consultants, which is Sun Valley's agent that they employed in the matter of H-2A recruitment of workers.

Q. When did you previously see this document, PX-40?

A. During my investigation.

MR. GLICK: Your Honor, I move PX-40 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: Have we laid a foundation for how he came to have that document or the relevance of -- well, the relevance you can get into later, but --

JUDGE TIMLIN: How did you come to have this document, Mr. Perez?

THE WITNESS: I obtained in the matter of my investigation.

JUDGE TIMLIN: Who'd you obtain it from?

THE WITNESS: Additional federal government agency.

JUDGE TIMLIN: That being Homeland Security?

THE WITNESS: That's correct.

JUDGE TIMLIN: Okay.

MR. SCHULTE: I'm not sure why that's so secret, but the document is what it is.

JUDGE TIMLIN: Okay. So is there no objection then?

MR. SCHULTE: I mean, I guess the question is sort of the purpose for which it's offered?

MR. GLICK: Yeah. And I just want to lay a foundation while Investigator Perez is on the stand, briefly, in case it is necessary later, just to establish -- just that foundation.

JUDGE TIMLIN: Yeah. I think it's fine. Yeah. I don't think -- it's probably not relevant. Okay. Go ahead, Mr. Glick.

MR. GLICK: I'm sorry for the jumping around, but I

would like to go back to Binder 1 and PX-1, please. Investigator Perez, are you at PX-1?

THE WITNESS: Yes.

BY MR. GLICK:

Q. Specifically, the hours worked column, I want to make sure I understand, where did you obtain the information listed in the hours worked column?

A. I retrieved them from the payroll and time records provided by Sun Valley Orchards for the entire season of 2015.

Q. How did you take that information from the payroll records -- what did you do with it?

A. I took each payroll record on a week-by-week basis for every single worker and I transcribed the workers name, the employee number -- I'm sorry, their first and last name, the employee number; if there was any available identifiable, like, Social Security numbers, for example, I also indicated in there, and I transcribed them on a week-by-week basis. I took the hours worked from the payroll and the time records and I created an Excel spreadsheet that would allow me to separate each worker individually to determine how many hours that they worked.

Q. Is the hours worked column an accurate total of the information that you reviewed in Sun Valley's payroll records?

A. Yes.

Q. Did you transcribe the information from Sun Valley's

payroll in the same way for all of Sun Valley's workers?

A. I did.

Q. Why does this document only list some of Sun Valley's workers?

A. Well, these are the H-2A workers that were -- for the 2015 growing season. There was several -- there were workers that were found to not be in violation of the 3/4 guarantee. There were workers that actually met the 3/4 guarantee and actually exceeded it.

Q. Are those workers listed on PX-1?

A. No, they're not.

Q. Now, I wanted to talk to you about some other calculations. Could you please turn to PX-2, Page 2? What is PX-2?

A. This is the back wage computations that I created for meal, drinks, and beer for H-2A workers. Based on my analysis and my transcribing of the payroll records, as you can see, on a week-by-week basis, I was able to separate each worker individually, their designation as either an H-2A worker or a domestic worker, their payroll hours worked, according to the payroll and time records, the charges for meals that were made during that particular week, the amounts of drinks that were purchased during that particular week, and the profit made from the purchasing of the beer made by Agustin Hernandez.

Q. Is PX-2 part of your investigation of Sun Valley

Orchards in 2015 or some other investigation?

A. No, these are from the 2015 investigation.

MR. GLICK: Your Honor, I move PX-2 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: Yes, Your Honor. When was the table created?

JUDGE TIMLIN: You can answer that.

THE WITNESS: It was created in the process of my investigation in 2015.

MR. SCHULTE: It was created in 2015?

THE WITNESS: Yes.

MR. SCHULTE: And your testimony was that this reflects the amount of drinks that each worker actually consumed each week.

THE WITNESS: Yes.

MR. SCHULTE: Each worker consumed exactly, to the penny, the same number of drinks each week, week in, week out --

JUDGE TIMLIN: Okay. Wait.

MR. GLICK: Your Honor, I object. This testimony -- question is not necessary to determine the admissibility of the document.

MR. SCHULTE: It's offered for the accuracy. If it's not offered for accuracy, then that's a different conversation.

MR. GLICK: The document --

JUDGE TIMLIN: Wait. I actually think Mr. Glick's statement is well taken. I mean, I don't think -- I think that that's certainly something that you can be cross-examining him on in terms of how he made his calculations and how he came up with this, but for now, do you have any objections to this as a document that he created? You can cross-examine him on --

MR. SCHULTE: That's fine.

JUDGE TIMLIN: -- his conclusions later.

MR. SCHULTE: The objection is more to the representation, you know, used to introduce it as an accurate statement of anything. The fact that it's a table with numbers that he put together, is what it is.

JUDGE TIMLIN: Okay.

MR. GLICK: Your Honor, I'd like to just lay a further foundation before --

JUDGE TIMLIN: Not that you need to, Mr. Glick, because I've already admitted it, so why don't we move on.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 2 was received into evidence.)

MR. GLICK: Thank you, Your Honor.

BY MR. GLICK:

Q. Mr. Perez, were there any revisions to your

computations that you made at any point in your investigation of Sun Valley?

A. There were several revisions that I made for the 3/4 guarantee, I think, on two separate instances. There was a transcription error that I made of possibly like one or two workers.

Q. And did those revisions of the 3/4 guarantee computations have to do with the number of hours that certain workers worked?

A. That's correct.

Q. Does PX-2 have information about hours workers worked?

A. Yeah. It's the column stated, payroll hours worked.

Q. And is PX-2 the most recent computations performed for the back wages of meals and drinks or some other version?

A. I believe so. These are the final version.

Q. So I want to focus first on the computations you performed for the meals. Could you please explain how you computed the computations for the meals?

A. The meals computation was created based on information obtained from the worker interview statements and interview statements by Agustin Hernandez, also by his wife, Elia Pinon, in addition to documents provided by Agustin Hernandez as to what the charges were to the workers on a week-by-week basis.

It was stated clearly by Agustin Hernandez during the investigation that there was -- the meal charges were 75 per week for each worker, in addition to $80 per week during several weeks. It wasn't clear whether it was -- Agustin Hernandez indicated charging $80 for two weeks, but based on the documentation, it wasn't -- and interviews that I conducted, it wasn't clear whether it was two or three weeks that was -- that the $80 per week were used.

Q. Did you transcribe that $75 or $80 number into PX-2?

A. I did.

Q. Where did you transcribe that?

A. Indicated under the meal section.

Q. How did you determine which weeks to list or how many weeks to list for a worker in PX-2?

A. Well, I used the transcription that I made on a week-by-week basis of every single worker and, you know, to total out the hours that they actually worked. And I used the same records in order to write down the meals, charges, that would be made on a week-by-week basis.

Q. Did you make that transcription for all of Sun Valley's workers?

A. Yes, U.S. and H-2A workers.

Q. And so which weeks did you list $75 as opposed to some other number?

A. Whatever the payroll ending week, when the worker was

indicated on the payroll, I transcribed either $75 or $80 per week.

Q. Are there workers for whom you -- who worked at Sun Valley whom you didn't list in PX-2 for -- under the meals column?

A. There was several workers that did not pay according to the meal plan, according to Agustin Hernandez.

Q. Which workers were those?

A. There were some of the workers that Agustin Hernandez did not require to pay for the meals, even though they were eating meals.

Q. And which workers were those?

A. I don't remember their names, but it was between, I want to say eight and ten workers as stated by Agustin Hernandez.

Q. Was there anything particular about those eight to ten workers?

A. They were usually -- it included Agustin Hernandez, his son, and several friends or family members.

Q. And other than those workers that you just described, were there other Sun Valley workers whom you did not calculate a meals back wage in certain weeks?

A. Yeah. There were several workers that was found to be cooking for themselves. I believe we looked at the evidence in regards to the stovetop they were using to cook for

themselves. I think it was four or five workers during, I believe it was, maybe four or five weeks that I did not compute back wages for under the meals for those weeks, because they prepared meals on their own.

Q. Why did you include U.S. workers or, in other words, non-H-2A workers in PX-2?

A. Because under H-2A regulations, you have to -- you can't discriminate between H-2A and domestic workers. They have to receive equal treatment.

Q. What do you mean by equal treatment?

A. You can't provide preferential treatment to H-2A workers over domestic workers.

Q. Does that have anything to do with back wages?

A. Well, you would have to compute equally for them.

MR. SCHULTE: I would object, Your Honor. First, it's a legal conclusion, and second, and we could talk about this later, I guess, but I mean, just to clear it up now, the H-2A requirements are to provide meals for local workers. I don't think this is a preferential treatment issue. It's just a question of whether meals are provided.

If people who are not required to get meals purchased meals, that's a different legal theory than they're advancing for the other recovery of meal charges, and I haven't heard any foundation that there was any requirement for the U.S. workers listed here to, you know, get any kind of meal.

MR. GLICK: Is there an objection to -- well, I mean, this is --

JUDGE TIMLIN: He's objecting to Mr. Perez' characterization of the law regarding H-2A versus domestic workers.

MR. GLICK: And we can --

JUDGE TIMLIN: And again, I'm going to -- I mean, I don't personally really care what Mr. Perez' conclusion is as to the law --

MR. SCHULTE: Okay. Fair enough.

JUDGE TIMLIN: -- because I'm going to decide what the law says.

MR. SCHULTE: Okay. I just wanted to put a pin in that for now to clarify that we're kind of hammering this issue and it's --

JUDGE TIMLIN: Yeah. But I mean, I do think it's fair for him to explain his thought process and how he came up with the numbers that he came up with and what went through that. Whether he's right on the law, I get to decide that.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay.

MR. SCHULTE: Just if the testimony is sort of how he concluded as opposed to, this is what the law requires. There's a difference.

JUDGE TIMLIN: -- the idea is that I don't get to

decide what the law is.

MR. SCHULTE: I'm sure they would prefer it that way.

JUDGE TIMLIN: No. That was kind of a joke.

MR. SCHULTE: 60/40?

JUDGE TIMLIN: An interesting expression.

MR. HEYMAN-KANTOR: I was looking at the flag, Your Honor.

JUDGE TIMLIN: Okay. Yes. All right. So right, I mean, I only get to decide what the law is to the extent that the ARB tells me that I'm right, ultimately, and they only get to decide to the extent that a certain court tells them that they're right. So anyway, so that's where we are.

MR. GLICK: Understand, Your Honor. And I'd like to keep moving.

JUDGE TIMLIN: Yes. Let's keep going.

BY MR. GLICK:

Q. I want to focus on the drinks and the beer aspect of these computations. Could you please explain your computations for those columns?

A. The drinks, it's a stated amount on a weekly basis based on the charges that Agustin Hernandez stated that the workers paid for each drink. I came up with an average amount that he charged for each drink, and once again, according to Agustin Hernandez' admittance in his interview statement, I used that average to multiply it times the amount of drinks

that workers indicated having purchased on a daily basis, and I multiply that times the amount of days in a week, which are seven.

Q. Why did you determine that there were back wages owed for drinks?

A. Well, there was an actual profit that was being made from the selling of the drinks and it was never disclosed in the job order.

Q. Did you determine whether or not the sales of those drinks reduced Sun Valley's workers' wages below an offered wage?

A. Yeah. The amount that was being charged, it caused a profit, so it brought them below the promised wage of $11.29 an hour, as stated in the job orders by Sun Valley.

Q. And how did you determine that the drinks were sold at a profit?

A. I used Elia Pinon's statement. She indicated that they -- her and her husband would purchase the drinks at Sam's Club, and from looking at the actual receipts, we -- I indicated that they were using Sam's Club located in Deptford, New Jersey. One of the receipts stated a phone number on the very top and, you know, looking at the phone number listing, it indicated Deptford, New Jersey.

I looked at the website for Sam's Club and I looked at the, you know, various drinks that they were selling on the

farm, like Coke, Sprite, Monster drinks, and I noticed a per unit amount, and I determined that based on the per unit amount, there was a profit being made by Agustin Hernandez when he sold those drinks.

MR. HEYMAN-KANTOR: Your Honor, can I just state quickly that I heard the party representative for Sun Valley say the word "bullshit" under his breath. I don't know if Your Honor can hear it, but those comments are not appropriate, Your Honor.

MR. SCHULTE: Is it counsel's feelings that are hurt or the witness? I --

JUDGE TIMLIN: It's more the distraction of --

MR. SCHULTE: Was the witness distracted? Did you hear anything?

MR. GLICK: Your Honor, I would request that if we have a continued discussion, that we maybe take this at a sidebar or do some --

MR. SCHULTE: No, it's -- there's no need to waste my time, but I haven't heard that the witness is --

JUDGE TIMLIN: I'm just going to tell you again, you have to try to keep your personal opinions to yourself or walk out of the room, okay?

BY MR. GLICK:

Q. Investigator Perez, now with regard to the beer, how did you determine the amount of beer in PX-2?

A. According to the workers in their interview statements, they indicated purchasing a certain amount of beers per day, every day. I determined that, you know, the price of beer by visiting a local wholesaler, and looking at the per unit price for each beer, similar to those sold at Sun Valley, the Budweisers, the Coors Lights. Because beer is not required for subsistence, I would assume, I did not include the entire purchase amount. I thought it was proper to use jus the profit that was made from that.

Q. What wholesaler, specifically, did you visit?

A. I visited a local Costco.

Q. Why did you go to a Costco?

A. Because that's the only membership I have for wholesaler that sells alcohol.

Q. Well, why did you pick that store and not some other store?

A. I assumed the fact that they were using wholesalers to purchase drinks, then I would assume they would also purchase beer using the same wholesaler.

Q. Did anyone at Sun Valley, Agustin Hernandez or anyone else, tell you where the beer was purchased?

A. No, they actually denied that they were selling beer to workers.

Q. At what price of beer did you observe at the Costco?

A. I believe it was Bud Light, if I remember correctly.

Q. Investigator Perez, could you please go to Binder 8 and PX-27? PX-27, Page 1044. What is Page 1044?

A. It's a picture that I took in 2014 at a local Costco that indicates the price per unit for a 30-case of Coors Light.

Q. I just want to make sure the record is clear, what year was that?

A. It states on the bottom right-hand corner of the price, August 14, 2015.

Q. So it was in 2015 or 2014?

A. Yes. 2015.

Q. Does this document refresh your recollection of the price of beer that you observed in 2015?

A. Yes.

Q. How much was the price?

A. It's $20.99 for a 30-case of Coors Light beer.

Q. So going back to PX-2, how did -- could you please explain the -- how this amount in the beer column was determined?

A. Which binder?

Q. I'm sorry. Binder Number 1, PX-2.

A. So the beer themselves, according to workers, they were paying $2 per beer they were purchasing from Agustin Hernandez. Based on the workers' accounts, they indicated purchasing a certain amount per day, and then I was able to determine the profit that was made from each selling of each

beer, and I multiply that times the amount of days in the week. And this just, once again, the profit from the selling of the beer is not reflective of the actual purchase price of workers.

Q. And what was the actual math that you performed with regard to the beer?

A. I determined an actual profit that was being made for the selling of each beer by Agustin Hernandez, I multiply that to the amount of -- the average amount of beers that workers indicated purchasing that on a daily basis, and I multiply that times the amount of days in a week, which is seven.

Q. So on PX-2, Page 2, could you just walk us through the computations you performed with regard to this first worker, Carlos Cruz Reyes?

A. So on a week-by-week basis, the payroll week ending date is the payroll week ending where the worker stated that he had worked hours. According to the payroll records provided by Sun Valley, the meal charges is the meal charges that would have been made by Agustin Hernandez for the worker to actually eat that week, the drinks would be the average amount of drinks purchased times the amount of -- the average amount of price charged by Agustin Hernandez, and then the beer amount would be the actual profit that was being made by Agustin Hernandez for the purchasing -- for the selling of the beer to each worker.

Q. So what does the total column indicate in the middle of Page 2 underneath the line, 8/7/2015?

A. The column on the bottom indicates payroll hours worked, according to the payroll records, the total amount of meal charges that the worker would have had to pay during that period of time; it indicates the amount of drinks that were purchased based on the entire period of time, and the entire money that would be returned back to the worker, based on the profit that Agustin Hernandez made for the selling of the beer.

Q. So what is the total amount paid for meals by Carlos Cruz Reyes in PX-2, Page 2?

MR. SCHULTE: Objection, Your Honor. I mean, we've been patient in reading this line-by-line. I think the table is pretty self-explanatory. If there's any way that we can move past this?

MR. GLICK: I just want to make sure it's clear with regard to the numbers before moving on.

MR. SCHULTE: Is there any lack of clarity, Your Honor?

JUDGE TIMLIN: I actually do have questions about it that have been whittled down but, I mean, I think if he just uses the one person and then moves on, that should be sufficient.

BY MR. GLICK:

Q. Investigator Perez, could you just explain how the computations for meals, drinks, and beer were performed Carlos Cruz Reyes in reference to the actual numbers?

A. Are you referring to the total amount or?
Q. Does the total amount show the total back wages for Carlos Cruz Reyes?
A. It does.
Q. So please explain the total column for Carlos Cruz Reyes.
A. So the total column, I started with the payroll hours worked to show the summation of all the hours worked that that particular worker had worked at Sun Valley during 2015. The meals, it's every single meal charge that was made during each individual week, with the summation at the bottom, and then the drinks --
Q. And how much was the total meal charges for Carlos Cruz Reyes?
A. During the period -- his period of employment, was $1,215.
Q. And for the drinks?
A. $618.88.
Q. And what does $618.88 represent?
A. That's the drinks total that he would have purchased during that period of time that he was employed.
Q. And what is the total in the beer column for Carlos Cruz Reyes?
A. $291.20.
Q. What does $291.20 refer to?

A. That's the profit that was made by Agustin Hernandez when he sold the beers to the worker during his period of employment in 2015.

Q. And that rightmost column, what is that column?

A. That's the summation of all the totals for meals, drinks, and beer.

Q. What's the header in that column in the upper right?

A. It's total meals, drinks, and beer back wages.

Q. And what's the total amount of meals, drinks, and beer back wages for Carlos Cruz Reyes?

A. $2,125.08.

Q. So I want to turn away from PX-2 now and ask you, Investigator Perez --

A. Can I close the binder?

Q. Yes. Thank you very much. During the investigation, did Sun Valley Orchards offer explanations for the findings that the Wage and Hour Division made with regard to the meals?

A. There was a response by both Joe Marino and Russell Marino, Jr., indicating that the workers had access to the kitchen facilities if they wanted to.

Q. Did Sun Valley Orchards have an explanation for the 3/4 guarantee issue?

A. Russell Marino, Jr. indicated that he did the 3/4 guarantee on a week-by-week basis and he assured that all workers met that 3/4 guarantee threshold. In regards to the

workers that left in May, he responded by indicating that they had left for personal reasons, that they were not -- they weren't up to the job.

Q. Was that consistent with your findings about the 3/4 guarantee?

A. No, it was not.

Q. Did Sun Valley Orchards have explanation about the transportation issues?

A. During our final conference, Russell Marino, Jr. indicated that he had verified at the beginning of the season that workers had driver's licenses and he indicated not being able to control who drives the buses on a daily basis.

Q. Did Sun Valley Orchards have an explanation about the housing issues?

A. After the housing inspection, we actually met with Russell Marino, Jr. He met us at the dormitory housing, myself and my colleague, Investigator John Crudup, and we walked the actual camp and we showed him each violation individually. We entered the bathroom facility and he, you know, wanted -- we showed him the missing screen, and also the sinks. He wanted to test the sinks for himself and he acknowledged that the sinks did not have hot water running to them, and he actually thanked me for pointing that out to him. He indicated that he had contacted the plumber immediately and had it fixed right away.

Q. And what about with regard to the -- actually, Your Honor, I'm trying to wrap-up, could I just confer with my colleague for one moment?

JUDGE TIMLIN: Yep.

(Pause.)

BY MR. GLICK:

Q. Just have a couple more questions and I'm going to make reference to Binder 9. PX-37. Investigator Perez, what is PX-37?

A. It's part of the documentation that Agustin Hernandez provided to us when we requested the receipts and the amounts that he collected from the workers. On the very top, on the left-hand side, it indicates "Miercoles," which is the word Wednesday in Spanish.

Q. Before we get into the content of the documents, you've seen PX-37 before?

A. Yes, I have.

Q. When were these documents provided to you?

A. It was provided to me during the 2015 investigation at Sun Valley by Agustin Hernandez.

MR. GLICK: Your Honor, I move PX-37 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: This is the same issue we had with this document yesterday. I think there's actually several different kinds of documents.

JUDGE TIMLIN: Right. That's what I was just going say. Did we talk about this document yesterday? I don't have any --

MR. SCHULTE: I think it was a different document that looks the same, especially the later pages.

MR. GLICK: So I believe the portions of it were exhibits to the deposition of Mr. Hernandez, and were introduced as such, and specifically, Page 1166, PX-37, Pages 1166 and 1167, I don't have the specific Hernandez deposition exhibit number in front of me, but the DOL Bates stamp matches --

JUDGE TIMLIN: Oh, okay.

MR. GLICK: -- PX-17-2, Pages 799 and 800.

JUDGE TIMLIN: These are all documents that you obtained during the course of your investigation from Mr. Hernandez?

THE WITNESS: Is it all right if I look at all the documents?

JUDGE TIMLIN: Yeah, please.

THE WITNESS: It is, Your Honor.

JUDGE TIMLIN: Okay. And what's the purpose of -- what was -- Mr. Hernandez provided these to you in response to your request for what? What were you asking for?

THE WITNESS: I requested from him an actual amount that -- he usually keeps a listing of the workers that paid him

so he can sign-off on it so he knows exactly how much he's receiving from workers on a week-by-week basis. He was doing the same thing during the 2013 investigation. He was -- on the bottom of this, it's actually a reflection of the 2013 investigation where I requested that he keep receipts on a week-by-week basis and he would add up the amounts of the receipts.

It's that Russell Marino, Jr. requested from -- that Agustin perform as well during 2013.

JUDGE TIMLIN: Okay. So you asked for something showing him what people were paying and then this is what he gave you in response.

THE WITNESS: Yeah. He keeps not the best of records. A lot of them are handwritten notes. If you actually look through them, some of them, it indicates the worker's signature, where they would pay him, and the worker would actually sign, showing that he did pay them. There's some additional workers at the bottom that he would include as well. There's some workers that show, during those records, the words, "no pago," which is Spanish for, no pay.

JUDGE TIMLIN: Okay. Any objection?

MR. SCHULTE: We didn't hear from any of the workers saying that they'd signed anything. This is the objection, is that to the extent it's records that Agustin created, you know, and testified that he created, that's fine. That's not this.

He wasn't shown this to say whether he created it or not.

And then as far as the content, or the context of the signature, I think that's, at this point, triple hearsay, because it's somebody signing something, giving it to someone, him giving it to the inspector, and that inspector introducing it into court.

I don't -- as far as interpreting the intent of what these documents mean, maybe I'm getting ahead of myself with the -- maybe it depends, kind of, the purpose for which it's being introduced.

MR. GLICK: I don't think we intend to go much further here, and Mr. Hernandez did testify yesterday that he maintained these records, he maintained them regularly, as part of his practice of keeping track of worker's payments for meals.

MR. SCHULTE: He wasn't shown any of these records.

JUDGE TIMLIN: Well, at least not all of them.

MR. SCHULTE: Not all the records. I apologize.

JUDGE TIMLIN: All right. I understand your concerns, but you can further explore on cross-examination.

Go ahead.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 37 was received into

evidence.)

BY MR. GLICK:

Q. Investigator Perez, just a couple more questions. PX-37, Page 1166 and 1167, is this one of the documents that you reviewed as part of making the back wage computations?

A. 1166 and 1167?

Q. Yes.

A. Yes.

Q. And what did you determine from -- I'd like you to turn to Page 1167, in the bottom. Did you use anything on this page to determine the amount that workers were paying for meals?

A. If you look at the bottom, this is Agustin Hernandez indicating, 98, which is the number of workers, if you look on the right-hand column next to the worker's names, that paid him $80 for an amount of $7,840.

MR. SCHULTE: Objection, Your Honor. This is exactly what we're going to. We don't know that this was Agustin writing this, he wasn't shown this, identifying it as having created it or written that, much less what the numbers mean or signify.

If he's testifying as to his conclusion or how he prepared his calculations, so be it, but to have the document speak to that, or try to buttress his conclusion, I think is improper.

MR. GLICK: I believe the witness has testified at least as to how he used the document and I can continue to explore that if it's not yet clear, but I think --

MR. SCHULTE: It's not lack of clarity, it's that you're trying to get something else in.

JUDGE TIMLIN: The issue is that we don't -- I mean, we know that -- we do know, at least from Mr. Perez' testimony, we know that Mr. Hernandez gave these to him. What we don't know is -- we know that Mr. Hernandez gave these to him in response to a request for documents showing how much the employees were paying for their meals.

What we don't know is who made all the little notations and did the counting and the totaling, but it's -- but we do know that Mr. Perez has testified that he relied on this as Mr. Hernandez' statement that this is what he prepared. So with that understanding, that that's all that this is, I mean, there are -- yes, are there questions about the document? Sure. Was it the best way to rely -- is this the best technique, was just to rely on them based on Mr. Hernandez' representation that here's what I've got in response to the question? I don't know, but I'm going to --

MR. GLICK: Your Honor, I would just, you know, for the record, I believe that there was additional testimony by Mr. Hernandez about these and similar documents, and certainly, the record will --

JUDGE TIMLIN: Well, at least about --

MR. SCHULTE: Not about this page.

JUDGE TIMLIN: There was testimony about maybe one or two pages, I don't know, I'll have to go back to the transcript to see which pages he testified about. Continue.

BY MR. GLICK:

Q. Investigator Perez, other than PX-37, did Mr. Hernandez provide any other records that showed the amount that workers paid for meals in 2015?

A. No, I mean, this appears to be the records that he did provide. No additional records were provided. He maintained similar records during 2013. As I was glancing through them, I noticed one of the pages that I recognized from the 2013 investigation, which was the employee listing.

Q. So Investigator Perez, could you please turn to Page 1181? What date does this document, Page 1181, go through?

A. I'm sorry?

Q. What date does Page 1181 go through?

A. Are you referring to the check date?

Q. What's the date on the check date column?

A. July 17, 2015.

Q. Did Mr. Hernandez provide records of meals payments through later in the season in 2015?

A. No, not that I remember.

MR. GLICK: I have no further questions for

Investigator Perez at this time.

JUDGE TIMLIN: Okay. Ten to 1:00, why don't we take a -- let's go off the record.

(Off the record at 12:48 p.m.)

(On the record at 2:06 p.m.)

JUDGE TIMLIN: It's time for cross-examination.

MR. SCHULTE: Thank you, Your Honor.

CROSS EXAMINATION

BY MR. SCHULTE:

Q. Hello, Investigator Perez. Is investigator, is that an okay title or?

A. That's correct.

Q. Perez. Is my emphasis on the first --

A. Perez.

Q. Okay. So I just wanted to make sure I get it right, because otherwise, we go through it wrong 300 times.

You testified that in your six years with the department you've done about 200 investigations; is that right?

A. Approximately. Yeah.

Q. About five or ten were H-2A employers?

A. That's correct.

Q. Closer to five; closer to ten?

A. I would have to look back.

Q. Okay. And two investigations involving Sun Valley, though?

A. Yeah, 2015 and 2013.

Q. Okay. So out of the 200, H-2A isn't a big part of your work.

A. It's not. It's not a big part of our office work in general.

Q. Okay. And how many of the H-2A audits did you find back wages of?

A. I don't want to tell you an invalid number. I would have to look back at -- you know, maybe, I don't know, maybe 50 percent. I'm not really sure. Maybe 50 percent.

Q. How many had CMPs owed?

A. I would say a big portion of them as well.

Q. About half or almost, pretty much, all of them.

A. I would say, maybe all of them.

Q. Okay.

A. I would have to look at back of my records, really look over them.

Q. When did you first review the job order for Sun Valley for 2015?

A. Once the case was assigned to me, I reviewed it on the Internet and then I reviewed it once again after the case was assigned to me.

Q. When was the case first assigned to you?

A. Sometime in 2015, maybe June. I'm not sure.

Q. So it was before you --

A. June, July.
Q. -- visited Sun Valley?
A. Yes.
Q. About a month before?
A. No, I don't think it was that long. It would have had to have been in July. Had to have been in July then.
Q. Okay. And who assigned the case to you?
A. My supervisor.
Q. Who's that?
A. Mr. Risko.
Q. And do you know how the case came into your office?
MR. GLICK: Objection. The answer calls for information that's privileged under the deliberative process privilege.
MR. SCHULTE: No, it doesn't.
MR. GLICK: It's an investigator file --
JUDGE TIMLIN: I don't know that it's deliberative process.
MR. GLICK: And, Your Honor, there may be informative privileges as well.
JUDGE TIMLIN: Right. It could carry that into informative privilege, but at this point, it hasn't gotten there yet.
MR. GLICK: The question itself is calling for information that, you know, the very answers to which can

reveal information about the bases for investigations. That very information itself is protected by the court, the informative privilege.

MR. SCHULTE: What's the interest being protected? If I can clarify, I will rephrase to say, do not tell me the name of any worker and do not -- I don't even know what else -- you know, if that's the concern, is the identity of a worker --

MR. GLICK: Your Honor, the basis for which an investigation is begun is, itself, a privileged topic. These privileges were identified in our discovery responses and there were no objections made on those very specific redactions. I'd also object -- also try to understand a relevance grounds for where this is going.

JUDGE TIMLIN: Counsel, why do you want to know why the investigation was started?

MR. SCHULTE: Basically, you know, was it -- is it a random audit, was it a follow-on to the 2013? We haven't -- the workers that have testified all said that they were first contacted by Mr. Perez and so they wouldn't have initiated it, so we know that. The question is --

MR. GLICK: And I think that response itself reveals the precise concern here, where investigations --

JUDGE TIMLIN: I guess that's what my question is, is there really a privilege in disclosing -- is there really a privilege in disclosing whether an investigation started as a

result of a complaint, as a routine follow-up, as a result of some kind of audit? Is there -- I don't know what the privilege is if that's --

MR. GLICK: The core of the law enforcement privilege is information about, you know, why investigations are begun, why they're not begun, when it would -- there's a concern about detection, about employers being able to sort of determine what conditions would potentially subject them to an investigation or not, and the particular ways in which, you know, investigations are started.

MR. GLICK: This isn't a drug raid or something, Your Honor, I mean --

JUDGE TIMLIN: You know what?

MR. GLICK: And I think --

JUDGE TIMLIN: I want you to hold this question because I want to do -- I need to do a little research because I'm not sure that I agree with your view. But for now, I don't want you to ask that question, but I will allow -- I want to look into this and make a more informed ruling, then I'll give an opportunity to ask it if you need to later. I mean, if it's important later.

MR. SCHULTE: Okay.

MR. GLICK: Your Honor --

MR. SCHULTE: Is he still going to be available later? Just to try to work out the timeline as far as --

JUDGE TIMLIN: Well, if he's not available, we have somebody else from Wage and Hour that you're planning on bringing to testify too, right?

MR. GLICK: That's right.

JUDGE TIMLIN: Who will also know the answer to that same question.

MR. GLICK: Yes, but, Your Honor, I would also request an opportunity to further, you know, discuss this before ruling to the extent that the research brings up additional questions, because --

JUDGE TIMLIN: Right.

MR. GLICK: -- there are concerns, again, about the informant's privilege.

JUDGE TIMLIN: I mean, I just don't know -- I don't -- I know what the issue is, I just -- I'm much more familiar with the law on this when it comes to things like OSHA or OSCC, but I'm not as familiar with it when it comes to Wage and Hour, so I want to -- I need to do a little educating on myself and then we can have a more intelligent conversation, okay? That's all I'm saying.

MR. GLICK: Understood.

JUDGE TIMLIN: And I -- we're going to hold -- so we're just going to hold the question and certainly, we'll either -- if I decide the question's an appropriate question and I overrule their objection, we'll either put Mr. Perez back

on or we'll get somebody else from Wage and Hour who can answer that question.

MR. SCHULTE: Okay. And in my questions, I'll try to steer clear of anything that might identify any individuals or methods.

JUDGE TIMLIN: Okay.

BY MR. SCHULTE:

Q. So again, without naming any individuals or any of the former or then present Sun Valley workers, you mentioned that you had spoken with -- you'd reached out to the Sam's Club; is that correct?

A. In relation to what?

Q. As part of your investigation. I'm trying to find kind of who outside Sun Valley, who else you would have spoken to who was not a worker.

A. I'm sorry, Sam's Club?

Q. Did you speak to someone at a Sam's Club about prices?

A. No, I didn't speak to anybody at a Sam's Club. You know, I actually visited their website. I don't know if that's part -- is it what you're referring to?

Q. Okay. Did you ever go there in person?

A. To Sam's Club physically?

Q. Yeah.

A. No, I didn't.

Q. Okay. Have you spoken with any outside groups, again, not any workers, about this case?

MR. GLICK: Objection, Your Honor. The informant's privilege is again implicated in terms of where an investigation may have come from, who would bring any issues to the Department's attention in any given case, whether or not it's a particular worker. And I'm, again, concerned that this line of questioning is going in that direction.

MR. SCHULTE: Your Honor, I tried to make clear that I'm not asking for a worker's name and I wanted to make clear to the witness to please don't give a witness' name, but we've had testimony already that there are outside groups that are involved in the case that have been essentially subcontracting the Department's work and handing over material to the Department. I'm not sure what their -- the protection would be for them. There's no relationship between them and Sun Valley. There's no danger to them. I mean, frankly, there's no danger to foreign workers living in another country. This isn't a mob informant in fear for his life. I mean, these are people in a foreign country under no jeopardy whatsoever.

MR. GLICK: So whether or not someone is an individual or not an individual, the information that comes to the Department is not -- can still be protected by the informant's privilege, and I also don't understand the relevance.

JUDGE TIMLIN: I mean, that could be -- there also could be a trolling effect in terms of whether or not groups would want to talk to the government if they felt that their conversations would -- the government were subject to disclosure, so I'm --

MR. SCHULTE: It's a fundamental fairness question too. If we're being accused of something, I think the privilege needs to give -- you know, be limited to the extent necessary to provide the protection to them, but it can't just be, they would rather we not know.

MR. GLICK: The informant's privilege protects the identity of people beyond employees. It can extend to the question of whether a complaint was made or not, the question of whether if a complaint was made, it was by an individual or not.

JUDGE TIMLIN: See, that's where I'm not so sure. I mean, I think certainly it would extend -- it does extend beyond employees. Whether it extends to the point that you can't answer the question as to whether there was a complaint or not, I'm not -- regardless of who the complaint was from, whether it was from an employee or group, a person walking down the street, I'm not sure that it -- I'm not sure that just by disclosing that there was a complaint, that that treads into deliberative -- or I mean, into government informant. That's what I'm trying to -- that's what I'm trying to assess.

MR. GLICK: Well, I think the question of whether -- why an investigation is started also goes back to the other privileges that I mentioned, including investigative files, and I think that these are privileges that are held very seriously and need an opportunity to brief these issues.

The accuser in this case is the Administrator. This case is brought by the Administrator. There is ample opportunity to assess what the facts --

JUDGE TIMLIN: But there's also an issue -- and I'm more familiar with this because I know this is kind of a hot issue in the OFCCP, but there's an issue about what entitles the government to go into an employer's workplace to do an investigation and whether or not that decision is, you know, justified, whether or not there's justification, because there is an intrusion into the operations of the employer anytime the government steps on their property.

And so, you know, that's why I know like there's been whole hearings -- lately, I mean -- one that's been very public has been with OFCCP attempting to get records from Google, and Google fighting that because -- and OFCCP having to justify how they came to the decision that they should be able to get records from Google.

MR. GLICK: And, Your Honor, I mean, that is just to say, obviously it's a different case, but it's also there are different issues. There's no question here about the propriety

or the understanding about the entering the farm. There's no need in the H-2A context for there to be a complaint as a predicate for the admissibility of an investigation. And I think it may be a different issue under other statutes or other programs, but there is a difference here.

JUDGE TIMLIN: Right. And that's what I'm struggling with because I don't know enough about -- I don't know enough about how the government comes to investigate H-2A employers. And maybe what we need more is, maybe I need a more general tutorial from either Mr. Perez, or someone else, about what the different mechanisms are that would start an H-2A investigation other than a complaint. I'm assuming there are other mechanisms to start these investigations besides complaints.

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: Can you tell me what, just generally --

MR. GLICK: Your Honor, I --

JUDGE TIMLIN: You're saying that I can't even ask that.

MR. GLICK: I'm sorry. I think I just want to make sure the questions are sort of general about investigations.

JUDGE TIMLIN: Yeah.

MR. GLICK: And I don't want to intrude on your --

JUDGE TIMLIN: I just want to generally know what the different -- what are the mechanisms for initiating an H-2A

complaint -- initiating an H2-A investigation. One would be that Wage and Hour gets a complaint.

THE WITNESS: Yes.

JUDGE TIMLIN: What other mechanisms?

THE WITNESS: If, for example, you just mentioned the fact of a complaint was submitted to the administration in regards to some potential violations under either a number of clauses under H-2A. There's investigations that are conducted without a complaint base that are assigned directly by our superiors to us.

JUDGE TIMLIN: You know, and what -- how do those get picked? How do they -- how do those, generally, that are not complaint-related, how do they come up?

THE WITNESS: I'm not -- I wish I could tell you, I'm not --

JUDGE TIMLIN: You don't have a -- okay.

THE WITNESS: I'm just the investigator. I get a case and I conduct the investigation.

JUDGE TIMLIN: Okay. So here's my next question then, because he may not be the right person for this question. Do you even know why you got this assignment?

THE WITNESS: I do.

JUDGE TIMLIN: Oh, okay. Okay. So you are the right person to ask.

MR. GLICK: Your Honor, I would -- it was my

understanding there was no objection to the initiation of this investigation, not at the time of the investigation, not at the time of any visits, not in the course of this case, and I'm not sure what --

MR. SCHULTE: How would there be an objection at that time?

JUDGE TIMLIN: Well, no, you absolutely could object and say --

MR. SCHULTE: You're not entitled to. No, but I mean --

JUDGE TIMLIN: You're not entitled to enter our property.

MR. SCHULTE: That certainly doesn't waive the argument at trial to find out the answer. I mean, a grower has -- an employer has a right to know whether the government's watching them or kind of why they've come to them or started this process.

JUDGE TIMLIN: But why -- explain to me why it's -- once the investigation has started and violations have been issued, why is the reason for the investigation any longer an issue?

MR. SCHULTE: It matters why because, you know, if this is sort of -- if this is just a random audit, then that ends it. There's no more questions. If this was not complaint-driven, it's just their number came up, that they are

to look at, you know, two different growers a year and this is one of the ones that came up, or they're to check each H-2A application every fifth year or something like that, no more questions. We'll -- you know, that's that.

But the question is, you know, is this driven by a problem that the workers had or the testimony before was that the Department went looking for workers, you know, went after people to try to find a problem as opposed to, you know, did anybody have a problem at the time. Part of the question was, did the workers have a time when they quit -- an issue when they quit, particularly the workers who left in May, kind of the state of mind at the time.

If anybody complained at the time, not identifying any particular person, that's a different thing than they were just going come out anyways and, you know, think they've stumbled into a case.

And also, I mean, and apart from that, the specific question was about outside groups. I mean, that's kind of back to the earlier question.

JUDGE TIMLIN: Right. But that goes into the whole issue about government informers and who's a government informer, and --

MR. SCHULTE: But also --

JUDGE TIMLIN: -- could be, an outside could be -- outside group could be a government informer and you wouldn't

actually -- you wouldn't be entitled to that information. And I think actually you wouldn't even be entitled to know that it was an outside group as opposed to a former employee as opposed to the wife of Mr. Hernandez.

I mean, you wouldn't -- an inside employee is what I meant. I just --

MR. SCHULTE: Just so that we're clear, the informant's privilege, that's not specific to workers? That could be --

JUDGE TIMLIN: No, it's -- I may be wrong, but I think it belongs to the government.

MR. GLICK: The government asserts the informant's privilege to protect against retaliation concerns, to protect the space in which -- for a complaint to be made if a complaint is made. The informant's privilege has to be invoked in any case regarding this line of questioning precisely to protect whether a complaint was made or not, because that is also part of the related, you know, investigative techniques privilege.

And again, the government has experience with retaliation concerns, speaking as a general matter, but the privilege, again, is a general privilege that has to be invoked in every case. If it was only an objection when there was a complaint, it would reveal precisely the answer and then that's what the privilege also protects.

JUDGE TIMLIN: Right. It's a -- I understand it

could be privilege.

MR. SCHULTE: What possible retaliation could there be? I fail to see -- I mean, if it's a current employee, I absolutely understand, and we don't even want to know that. If it's a foreign entity operating in a foreign country, particularly the one impersonating the Department, I think that's relevant and I think that's important to know. And, I mean, there's -- what possible way would a pepper farm in New Jersey have to take any possible action against a foreign organization?

JUDGE TIMLIN: But it's not -- it isn't necessarily action that this particular farm might take against an organization. It's more this kind of overall chilling effect that organizations, if they felt like -- would feel less -- be less willing to share information with the government if they, I mean, felt that they weren't.

MR. SCHULTE: Yeah, for this particular group, Your Honor, they're very transparent, very active, put their name out there. They appear at the quarterly H-2A stakeholder meetings at the Department of Labor very quarter, every three months, they're there, you know, identifying themselves as being from that organization. There's nothing secret about their involvement or their advocacy on this issue.

MR. GLICK: Your Honor, just responding generally, the concern is about retaliation against former employees. It

can come in various ways. And again, speaking generally, it can come from blacklisting of employees who may apply on a regular basis, who will apply in the future, the protections against retaliation under the H2A regulations are broad, they even apply beyond employers, and there may be other persons that can take adverse action against employees, and this is all, again, part of the core concern.

JUDGE TIMLIN: I guess, right, my -- but my ultimate question still comes down to this. What -- because it sounds like, I mean, I don't know, but it sounds like you have already identified some kind of a group that you think was involved in this and so why does it matter that that be on record?

MR. SCHULTE: But we don't know what they told them. We don't know --

JUDGE TIMLIN: But it doesn't matter. It doesn't -- I mean, even if they -- I don't know that this group exists, I don't know that there is such a group, that this group exists, that they spoke to the government in any way, other than it does seem like there was, maybe, some funding to facilitate getting witnesses to come in for depositions.

MR. SCHULTE: They --

MR. GLICK: And, Your Honor --

JUDGE TIMLIN: Go ahead.

MR. GLICK: Mr. Schulte's question is, as you point out, assumes facts not in evidence about -- you know, about a

number of things, including, you know -- well, there's no evidence of involvement, as you said, about at any particular time during the investigation of the group that Mr. Schulte is referring to.

MR. SCHULTE: And if that's the answer, then that ends the inquiry there.

JUDGE TIMLIN: But I don't know that that's an -- I don't even know that that's an answer that you're entitled to. That's what that's -- I mean, that's their argument is that that's not an answer that you're entitled to get, and my question to you is, why does it matter? I mean, why does it matter? I mean, what matters in terms of my jurisdiction is, Wage and Hour went out, they did an H-2A investigation, and now they're alleging certain violations, which would have financial impact on Sun Valley, and I need to figure out from the facts, whether or not the facts that they developed in their investigation justify the violations and the penalties and they were correct to calculate.

So I'm not sure that any of my jurisdiction and what you need to defend against has anything to do with these questions, which is, you know, how did the investigation start and who did you talk to, what organizations did you talk to other than the employees while you were out during your investigation.

MR. SCHULTE: And if his investigation were limited

to what you described, where he went to the farm, he's talking about things he saw: I looked at a bus, I saw a bus, I looked at payroll records that were provided, I counted it up, they were paid $8 an hour instead of $11, something like that, that's fine. Then it doesn't matter how it got started. But if much of his testimony comes in through phone calls with people in other countries, you know, through checking with people after they were no longer at Sun Valley, and so we have no way to -- it just comes -- it just gets whitewashed through him having heard it and then presenting this second or third-hand information and it becomes immediately trustworthy. We have no way to know, I think, the basis for it, how it came to be --

JUDGE TIMLIN: He didn't testify at all that he got any information from anyone other than former employees that he interviewed: Mr. Hernandez, Mr. Hernandez' wife, Mr. Russell, Jr. I didn't hear any testimony -- and that he went to a store website, and he went to Costco.

MR. SCHULTE: That's why we were asking the question.

JUDGE TIMLIN: That's been the extent of his testimony.

MR. SCHULTE: The fact that he hasn't mentioned it yet doesn't mean that it didn't happen.

JUDGE TIMLIN: But it certainly isn't something -- I mean, to the -- the fact that he didn't mention it means that

as far as I'm concerned, it's not in front of me. There's been no evidence of that.

MR. SCHULTE: Right. And --

JUDGE TIMLIN: It's not something I'm going to use to make my decision. I'm going to use, to make my decision, the documents he's put in front of me that he's explained and the interviews that I heard, the people who came in here and testified, you know, the employees, either because they were in Mexico or they were here in New Jersey. Those are the -- that's all I've got.

MR. SCHULTE: Yeah. So for workers who did testify, for the workers who testified either in person or remotely, the informant's privilege has been waived essentially for them, correct?

MR. GLICK: The government has revealed their names by their appearance, and to the extent that any statements --

JUDGE TIMLIN: And they gave prior statements.

MR. GLICK: -- from whatever relevant documents exist and they weren't privileged, we've turned them over.

JUDGE TIMLIN: Right.

MR. SCHULTE: So can I inquire as to how he came to be in touch with them or his communications with them?

MR. GLICK: But of the communications there also implicate the -- I mean, there may be certain permissible questions. There may be other privileges, such as work

product, that may extend to certain questions, but --

JUDGE TIMLIN: Then let's take it question by question.

MR. SCHULTE: So by work product, do they mean counsel's work product?

JUDGE TIMLIN: Well, I'm assuming they mean counsel's work product. That's what --

MR. SCHULTE: Okay. Not the witness' work products.

JUDGE TIMLIN: No, I mean, that's not work product. There may be deliberative privilege issues in terms of to the extent that the witness and other folks in his agency had conversations.

MR. SCHULTE: Correct. But his conversations outside the Department, specifically, not with counsel, not with supervisors, would be fair game.

MR. GLICK: I mean, I think it may be easier to take it on a question-by-question basis whether there's anything objectionable, but I think --

JUDGE TIMLIN: To the extent that his conversations don't tread into government informer's privilege area, yeah, I think you can ask them.

MR. SCHULTE: So specific to the workers who testified?

MR. GLICK: Yes.

JUDGE TIMLIN: Let's hear the questions.

MR. SCHULTE: Okay.

THE WITNESS: I'm going to drink some water. Sorry.

MR. SCHULTE: Yeah. No, no, go ahead. That's thirsty work.

BY MR. SCHULTE:

Q. Are you familiar with the -- you've been here earlier in the week. Are you familiar with the workers who have testified, let's start with, in person, in court?

A. Are you referring to the workers --

Q. Former Sun Valley employees who've testified here in court earlier in the week.

A. Yeah.

Q. Okay. Had you spoken with them prior to seeing them outside the courtroom this week?

A. Yes, I did.

Q. When was the first time you spoke with them?

MR. GLICK: Objection. If we could just clarify the particular witness or what the universe of witnesses here or --

MR. SCHULTE: The witnesses who testified in person this week.

JUDGE TIMLIN: Witnesses who've testified in person in this hearing.

MR. GLICK: I'm sorry.

THE WITNESS: Can you repeat the question?

BY MR. SCHULTE:

Q. Sure. When was the first time you spoke with them?
A. Probably in January of 2016.
Q. Okay. When did you issue your final report in the case?
A. I want to say, maybe, May or June of 2016. I'm not -- I don't know exactly.
Q. Okay. Did you come to Sun Valley to give them your findings and have an in-person meeting with them?
A. Yes, I did.
Q. When was that?
A. I believe that was in February of 2016.
Q. Okay. How did you come by the contact information for the workers you spoke with in January?
A. The information --
MR. GLICK: I'm going to object that there is information that we've redacted in discovery --
MR. SCHULTE: I'm not asking --
MR. GLICK: -- regarding how certain information was obtained.
MR. SCHULTE: I'm not asking him what the contact information is. I don't need a secret phone number. I just wondered how he came to be in touch with them.
MR. GLICK: I withdraw the objection.
JUDGE TIMLIN: Okay. Go ahead. You can answer him.
THE WITNESS: Can you ask the question again, please?

BY MR. SCHULTE:

Q. Sure. How did you come by their contact information when you talked to them -- before you talked to them in January of 2016?

A. I obtained the contact information from an additional federal agency.

Q. What agency?

A. The Department of Homeland Security.

Q. Okay. You can just say their name. It's not a state secret.

A. Okay.

MR. GLICK: -- I may assert privileges. It's not for counsel.

JUDGE TIMLIN: Wait. I totally --

MR. SCHULTE: I have no idea either.

JUDGE TIMLIN: You spoke way too fast, Mr. Glick. Say that again.

MR. GLICK: Counsel made a characterization about whether or not certain information was a "state secret". I object to the commentary on --

JUDGE TIMLIN: Okay. I'm hearing that just as editorial and that's okay. This is -- there's no jury. Okay. Yeah. You're allowed to name other federal agencies.

THE WITNESS: Thank you.

BY MR. SCHULTE:

Q. And you asked them for the information. Did you give them a list of names that you wanted contact information for?

A. The request was actually made by our regional agricultural coordinator, James Mooney, to the Department of Homeland Security in regards to some workers.

Q. Okay. All of the workers? Some of the workers?

A. The workers that were identified to have left Sun Valley in May of -- sorry, mix-up the years, 2005 -- 2015. Sorry.

Q. Okay. And only workers from that group of 19.

A. Yes.

Q. Okay. Without saying which worker, did you ever speak with any former workers who had left Sun Valley at any other time?

A. Outside -- I'm sorry, are you -- what group are you --

Q. Outside of those 19 --

A. Okay.

Q. -- did you ever have occasion to contact former Sun Valley employees after they'd left Sun Valley at some other time, other than that group of 19?

A. I believe I spoke to a few other workers. Yeah.

Q. Was that while they were at Sun Valley or when they had gone home?

A. That's after the fact. I was also in the approximate

time of 2016.

Q. Okay. So your testimony was that Mr. Mooney had requested the contact information for those 19. How did you come by the contact information for some of these other workers?

A. Which -- the workers you're referring to --

Q. Not in the 19. The other workers we were just talking about.

A. That's with counsel. Are you referring to conversations I've had with other workers?

Q. Correct.

A. That's with conversations I've had with -- over the phone with our -- Mr. Glick and Mr. Heyman-Kantor.

Q. Okay. So that was after you had completed your report. That's in the context of trial preparation.

A. Yes. Is that what you're referring to?

Q. Correct. Without identifying the group or any individual workers, have there been any individuals you've spoken with outside of those people and outside of counsel in preparation for the trial?

MR. GLICK: Objection. Vague.

JUDGE TIMLIN: If he can answer it. Can you try to answer? I mean, he's being necessarily vague because if he gets much more specific, he's going to tread into privilege area, so I'm going to allow the question.

THE WITNESS: I'm sorry, what was the question?
MR. SCHULTE: I'll try it one more time.
THE WITNESS: Yeah. Sorry.
MR. SCHULTE: I'll take a shot.
BY SHCULTE:
Q. So not naming a specific group, not naming individual workers, and not talking about conversations with counsel or your co-workers, is there anybody else that you've -- and not who they are -- but just were there other conversations with any other groups?
A. Not that I recollect.
Q. So outside of Department of Labor employees, you've only ever spoken with current or former Sun Valley employees about the case?
A. I would say so, yeah. Never really spoken to anyone about the case.
Q. Any emails?
A. Not that I -- no I don't think so.
Q. Any texts?
A. No, I don't use text.
Q. All right. You testified yesterday that the Sun Valley records show deductions from worker pay; is that right?
A. The deductions for what? I'm sorry.
Q. Deductions from worker's pay.
A. The records?

Q. Was that your testimony?
A. The records don't show deductions from worker's pay. There's no -- are you referring to like federal taxes, state taxes? Are you --
Q. Any deductions. You were just talking about generally, deductions?
A. I mean, there are deductions shown on the payroll for federal tax, and state tax, there's Medicare, Social Security.
Q. Okay. Anything else?
A. Not that I recall. No.
Q. Do you have any records showing payments to Sun Valley, LLC from any of the workers?
A. No.
Q. Okay. Any amounts withheld from the workers, other than the areas that you discussed about taxes?
A. No, not that I saw from the payroll records.
Q. During your inspection of the housing, you talked about the number of bedrooms and how there were bunk beds in the various rooms. Were all of the bunks occupied when you did your inspection?
A. I would say, yes, the vast majority of them were. I remember that I requested assistance from Russell Marino, Jr. to get the correct measurements out of one particular room, which he did, just to make sure that it was the proper space.
Q. Okay. Wasn't really the question. Were all of the

bunks occupied when you visited?

A. I would have to say, yes.

Q. Okay. A second ago you said the majority were.

A. Yeah. I mean, I'm trying to recollect from memory. This is something that happened two years ago.

Q. Okay. But they were at 100 percent capacity?

A. I don't recollect exactly if they were at 100 percent capacity.

Q. Were there any bunks that didn't have mattresses on them?

A. I don't recollect. I know there was two mattresses on the floor, but I don't remember any bunk beds missing --

Q. Do you know how they got there?

A. No.

Q. Do you know if there were bunks that were available?

A. No.

Q. Do you know how many workers the housing was approved for?

A. I believe 170 was approved for.

Q. So you think there were 170 workers at the time?

A. I would have to review the payroll records to even try to make an estimate whether it was or not.

Q. Okay. So for how many workers in this case are back wages sought?

A. I think 154, maybe. I'm not sure --

Q. Really?
A. -- off the top of my head.
Q. What would refresh your recollection? I mean, you had pretty specific recollection earlier as to, you know, line-by-line, so --
A. Well, you're asking me an overall question.
Q. Overall. Just sort of how many workers would have been there at the time that year?
A. That time that year?
Q. No, how many workers would have been there at any given time in 2015?
A. I would have to look at the payroll records. I mean, it varies week by week. They have different job orders. Different amount of workers during different times of the year.
Q. Okay. Do you think there were more workers there than the housing was approved for?
A. I wouldn't think so. No, I wouldn't think so.
Q. If there were, that would be a violation?
A. It would.
Q. And you would have assessed that?
A. I would have.
Q. Did you?
A. No.
Q. So there weren't.
A. No.

Q. Okay. So there were as many or fewer workers than they were approved for.

A. I would say so, yes.

Q. And as part of the approval process from the Department of Labor from New Jersey, there needs to be a bed for each worker?

A. It does.

Q. So there were at least as many beds as there were workers.

A. We could assume so. Yeah.

Q. Okay. So the assessment of penalties based on there not being enough beds is incorrect, right?

MR. GLICK: Objection.

JUDGE TIMLIN: Was there some allegation? What's the basis of the objection?

MR. SCHULTE: Part of the charge is that there were mattresses on the floor. The workers were forced to sleep on the floor. And, in fact, there were enough beds for everyone. If a worker chose to sleep somewhere else, it's not because of a shortage of beds.

MR. GLICK: Some of that assumes facts not in evidence. The violation is for mattresses on the floor. The testimony is, that came in through this witness, is that he observed mattresses on the floor.

JUDGE TIMLIN: Right. And there's pictures of

mattresses on the floor. So I don't -- you know, I don't know that -- I think that it confuses -- you might be confusing some violations.

MR. SCHULTE: I think the --

JUDGE TIMLIN: I don't think -- they weren't assessed for not having enough beds.

MR. SCHULTE: I'm not sure why they're assessed then.

JUDGE TIMLIN: They were assessed for having mattresses on the floor. Was there a fine for not having mattresses on the floor -- or, I mean, for having mattresses on the floor?

MR. SCHULTE: There was, Your Honor.

MR. GLICK: And that is the factual basis for one of the housing violations.

JUDGE TIMLIN: That is. Okay.

MR. SCHULTE: The question goes to the idea, and we'll flesh this out in a second, that if a worker chose to sleep somewhere else, that's their right. They could choose not to take the housing at all, but if they moved their bed, that's not an employer violation. If a bed is made available and they choose not to use it, they can't force the worker to sleep on a bed.

The housing met the requirements. It was inspected, as it has been for the last 30-plus years, passed with flying colors. The workers are free to choose where they sleep.

That's not an assessable violation.

MR. GLICK: There's tons of facts that are not in evidence here about the overall compliance on the various regulations. There's a lot of speculation here about the reason for the mattresses on the floor. I think the questions for this witness would have to do with what he knows, but not, you know, the ultimate question of whether this was then a violation.

JUDGE TIMLIN: Because one of the things that did not happen with Mr. Perez is, I didn't ever -- I actually never got a sense of what he -- what violations were ever cited and maybe you're saving that for a different witness, so specifically what's the violation involving mattresses? What's the actual alleged violation?

MR. GLICK: It's a violation of 20 C.F.R. 654.416(a). Permit me one moment, Your Honor.

JUDGE TIMLIN: Right.

MR. GLICK: So I'm reading from the regulation:

"Sleeping facilities shall be provided for each person. Such facilities shall consist of comfortable beds, cots, or bunks, provided with clean mattresses."

The next subsection:

"Any bedding provided by the housing operator shall be clean and sanitary."

If there's a question about whether Mr. Perez knows,

you know, why a mattress is on the floor, and I think that's sort of the line of questioning, but --

MR. SCHULTE: I think the violation, as he's worded it, or, you know, the requirement in the regulation is that a bed be provided, and so instead of alleging that a bed was not provided, they just simply allege mattress on the floor, trying to imply that a bed was not provided and so they had to sleep on the floor.

The questioning went to whether a bed was provided and his testimony was, it was provided.

JUDGE TIMLIN: Well that wasn't exactly his testimony. His testimony was that he couldn't remember whether there were any empty -- whether there were empty bunk beds, or not empty bunk beds, or whether there were -- but anyway.

MR. SCHULTE: He later testified, Your Honor, just to clarify, that there were not more people sleeping there than there were beds approved for them, so the number of workers was less than or equal to the number of beds.

JUDGE TIMLIN: Okay. So, okay. Let's move on.

BY MR. SCHULTE:

Q. Did you ever do any follow-up visits to look at the housing after you were there on July 22nd?

A. I actually inspected the housing on July 21st.

Q. Okay. And then when did you speak with Russell Marino, Jr. about the condition of the housing?

A. On the 21st.
Q. Did you ever go back and look at the housing?
A. I have -- I want to say maybe on the 22nd.
Q. Okay. Any time after that?
A. I don't believe so. No.
Q. Okay. So you don't know when the repairs were made after that?
A. No. Russell Marino, Jr. indicated that he would remedy the issues right away, particularly with, you know, the hot water and the screens that were torn.
Q. Okay. Are you familiar with the New Jersey housing inspection that was performed before that season?
A. Yes. Mr. Marino, Jr. provided that to me.
Q. Okay. And did that identify any of these problems that you found?
A. No, that was prior to worker occupancy.
Q. Okay. So prior to worker occupancy, there were no problems with the housing.
A. No. That was identified obviously in the --
Q. Do they generally do a good job at the New Jersey Department of Labor?
A. I would guess so, yeah.
Q. So if there were changes to the condition of housing later, it would have been while workers were living there.
A. Yes.

Q. Is it reasonable to conclude that it was workers who either tore the screen or removed the screen?

A. I would say so. Yes.

Q. Okay. Or who tracked mud into the housing or into the bathroom?

A. I would guess so. They're the ones living in the dormitory.

Q. Okay. But you never went back to check in on the conditions?

A. No, not after the 22nd. I was -- I'm sorry, let me just clear that. I was present at the camp on August 6th, if that answers your question.

Q. But not in the way of, kind of checking all the windows and doors?

A. No, no.

Q. When you talked to the workers about their use of the kitchen, or their access to the kitchen, did any of the workers tell you that they had spoken with the Marinos about the kitchen?

A. They indicated having been approached by Agustin Hernandez and being informed that they did not have access to the kitchen facilities.

Q. Right. That wasn't the question, was it?

A. It was?

Q. Did any of the workers tell you that they'd spoken

with the Marinos about the kitchen?

A. No. I'm sorry, no.

Q. Did any of the workers tell you that they had asked to use permission and been denied?

A. From Agustin Hernandez.

Q. When did they ask for it?

A. I would say when they arrived on the farm.

Q. What did they ask -- how many workers asked to use the kitchen?

A. I don't know the exact amount.

Q. But they specifically said they -- what did they ask to use?

A. They asked to cook on their own as it was stated in the job order.

Q. That's not what I asked. Did they ask to use some of the appliances in the kitchen?

A. They asked to use the kitchen to cook, I'm assuming so.

Q. Okay. Did they ask -- they didn't ask the Marinos though?

A. No, not that I remember.

Q. How big is the kitchen? About the size of this room?

A. I would say, approximately this size, approximately, maybe a little bit bigger.

Q. How many stoves --

A. Different shape.
Q. I'm sorry. How many stoves were there?
A. I would say maybe three stoves.
Q. How many refrigerators?
A. There was a walk-in cooler, there's a box refrigerator, there was the one containing the beer, there's the slide one -- I would say five, maybe.
Q. Okay. So a room this size, it would be close quarters if you had 150 people trying to use it all at once, right?
A. I would say so.
Q. But if they came through in shifts, it would be more manageable to have that many people cook in that size room.
A. Oh, well, yeah.
Q. Did any of the workers say that they'd paid cash to the Marinos?
A. No.
Q. Did they say that they'd paid cash to anyone other than Agustin or Elia?
A. They indicated paying for -- cash for rides to the city for laundry and to cash their checks.
Q. Did you check to see if there were rides made available to the workers by Sun Valley as part of your inspection?
A. Yes.

Q. What did you find?
A. They were not provided.
Q. When was that, in July?
A. I'm sorry?
Q. When were they not provided?
A. They just weren't provided in general.
Q. Throughout the entire season?
A. Russell Marino, Jr. indicated that he did not provide it during the 2015 season.
Q. When did he say that?
A. During our final conference in February 2016.
Q. Did they give any rides to either -- basically, to wire transfer money home to Mexico?
A. No.
Q. To go to the Laundromat?
A. No.
Q. Okay. When you asked Agustin about selling, you know, drinks and sodas, did he answer you right away?
A. Yeah. He acknowledged the fact that he was selling drinks.
Q. He didn't try to hide that?
A. No.
Q. Without naming their names, how many of the workers out of that group of 19 did you talk to?
MR. GLICK: Objection. It's clearly the informant's

privilege, the number of workers beyond, you know, those who have testified. The extent of cooperation, the -- we turned over all of the statements and the content of those statements is there, but the number of workers can, again, reveal information about worker cooperation, the extent of it. There were very narrow redactions on that issue in the documents that were produced to counsel, and again, no objection to this time on that issue.

JUDGE TIMLIN: Okay. I will sustain it.

MR. SCHULTE: Is it permissible to ask him, out of the entire pool of workers for the 2015 season? Because again, the issue there is not to identify any of the workers, by any means, but there was averaging used in his calculations of the drink cost, where he had spoken to particular workers and then used that as a sample size to set an amount.

MR. GLICK: If I may, I think a question about the way in which a sample size for a particular damage was issued was calculated wouldn't present a problem, you know, based on -- and I think that there was -- such information was, in fact, disclosed, namely the breakdown of that damages.

JUDGE TIMLIN: Right. I think that that question is fine, but the kind of previous question, because he is trying to -- he does have a right to figure out what, you know, what you based your average on, if you base your average on talking to one employee out of 100 or 20 out of 100, so yes, that's

permissible.

BY MR. SCHULTE:

Q. Okay. Out of all of the workers -- and again, making it clear not to identify any of the workers or even when they came or left, how many did you ask from the 2015 season about how many drinks they purchased in a given day?

A. Are you asking in relation to people I had spoke to on the phone, people I spoke to in person?

Q. In any capacity.

A. I would have to give you an estimate.

Q. That's fine.

A. Okay. Maybe 20, 25 people.

Q. Okay. So when you performed your estimate for the number of workers used in the drink calculation, you used a pool, that same pool of 20 to 25 workers?

A. Yes.

Q. Okay. It wasn't eight workers or possibly nine workers to make that calculation?

MR. SCHULTE: The form we had, and I could find it, but I didn't want to interrupt the Court, showed a significantly smaller pool used to create that average.

MR. GLICK: If there was a question about a document --

MR. SCHULTE: I was just trying to --

JUDGE TIMLIN: I mean, you can show him the document

and question him about it, but his testimony was 20 to 25 workers.

MR. SCHULTE: Okay. That's fine. I'll look for it later.

BY MR. SCHULTE:

Q. Can you open to PX-33?

A. Binder 9, right?

Q. Yes. Actually, before you open it, your testimony was that you had -- you went to a Costco to get the price of beer?

A. Yes.

Q. Why did you choose Costco?

A. It's the only place that I have a membership for, wholesaler.

Q. Do you have a membership at Shop-Rite?

A. Shop-Rite is not a wholesaler.

Q. Okay. Why did you go to a wholesaler?

A. It's the only wholesaler that I know that sells alcohol.

Q. That's not the question. Why did you go to a wholesaler in the first place?

A. Well, Elia Pinon indicated that they purchased their drinks at a wholesale place.

Q. Did she say Costco?

A. She indicated Sam's Club.

Q. Do you carry a badge as part of your duty as a Wage Hour investigator?

A. I do.

Q. Does that give you access to locations that other people might not?

MR. SCHULTE: Objection. Where is this going?

MR. GLICK: He's testifying that he wasn't able to look at something that was more relevant evidence, so instead he chose something that had nothing to do with what they had told him about.

MR. GLICK: Withdraw the objection.

JUDGE TIMLIN: Go ahead. You can answer.

BY MR. SCHULTE:

Q. Did you try to go to Sam's Club?

A. No.

Q. They didn't turn you away?

A. No. You need a membership to enter Costco.

Q. Or possibly a badge?

A. I wouldn't use my badge in that format.

Q. I'm sorry, to go back. You need a membership to enter Costco?

A. Yes.

Q. Do you need one to enter Sam's?

A. Yes.

Q. To even look in the door?

A. I'm not sure what you're referring to. You're looking in the door, like access to the facility?
Q. Correct.
A. Yes.
Q. You do?
A. Yes.
Q. How about B.J.'s?
A. Yes.
Q. Okay. Are you sure?
A. I would assume so. I'm not a member -- I don't have a membership for B.J.'s.
Q. Have you ever tried?
A. Yes.
Q. They turned you away?
A. Yes.
Q. At the door?
A. At the door.
Q. Okay. Did you try to go to a Sam's?
A. Yes.
Q. As part of your investigation here? You just said you did not.
A. No, not as part of this investigation. You asked me in general terms.
Q. Did you try as part of this investigation?
A. I'm sorry?

Q. Did you try as part of this investigation?
A. No. No.
Q. Did you call them?
A. No.
Q. Why did you choose Costco then?
A. I'm sorry?
Q. Why did -- did anyone say that they had gone to a Costco?
A. No. I chose Costco because that's the membership that I have for a wholesaler.
Q. Did you try to corroborate that or see if those numbers were accurate or compared to other stores?
A. What numbers are you referring to?
Q. The price of Coors Light that you photographed.
A. That's the only place that I know that sells beer wholesale, because I have a membership for that.
Q. So that's the only wholesaler that sells beer in this part of New Jersey?
A. The part of New Jersey where I live, yes.
Q. Is that near where the Sun Valley farm is located?
A. No.
Q. So you're in a different part of the state in a store that no one said they went to.
A. Yes.
Q. Why did you go to the one near you and not to the one

near the farm?

A. Because I have a -- there's no Costco in the immediate area where the farm is located.

Q. Right. That's why they didn't go there. Did you try any of the stores that were actually near the farm?

A. No.

Q. Okay. And the photograph you took was of the price of Coors Light, right?

A. I would have to look -- yes. I would have to look back at the pictures, but I believe so.

Q. We can go back to the record. I'm just trying to --

A. Yeah.

Q. That sounds right to you?

A. Sounds right. Yeah.

Q. Okay. Can you go to now Volume 9, PX-33, 1099? Actually, you can start on 1094. Can you look through 1094 through 1102?

A. Yes.

Q. Okay. How many cans of Coors Light do you see?

A. I don't see any.

Q. How many cans are there here, roughly? Obviously you don't have to count them.

A. I wouldn't know.

Q. A few hundred?

A. I would say so. I'm not sure.

Q. Would you agree that it's a large pile?
A. Yeah, it's a large pile of cans.
Q. And there's no Coors Light cans.
A. I can't really tell Coors Light on these cans.
Q. Okay. Look at some of the close-ups.
A. Subsequent pictures?
Q. Any of the pictures. All the way up to 1102.
A. Yeah. I don't see any Coors Lights there.
Q. Did any of the workers tell you they drank Coors Light?
A. No. They indicated Budweiser, Corona, and Modelo.
Q. Okay. So what was the -- how much does a case of Corona cost in 2015?
A. I'm not sure.
Q. Did you ever look?
A. No.
Q. How much was Budweiser?
A. I'm not sure.
Q. So you went to a store that was not the store they went to and got the price for something that nobody bought.
A. Um-hum.
Q. And based on that, you assessed tens of thousands of dollars in back wages?
A. Yes.
Q. Generally speaking, is foreign beer more expensive

than domestic beer?
A. I wouldn't know.
Q. Do you drink beer?
A. No.
Q. Never?
A. Never.
Q. Would you consider yourself an expert in beer?
A. I don't drink beer.
Q. Generally, as an expert?
A. Not sure what an expert in beer is.
Q. Would you say you have more or less knowledge about beer than the average person?
A. I have no knowledge of beer.
Q. So less.
A. No knowledge. I'm not sure what -- are you talking about quality, quantity --
Q. Fair enough. Asked and answered.
A. Can I close the binder?
Q. Please. Did any of the workers ever tell you that they used the kitchen?
A. No.
Q. Did anybody who worked in the kitchen tell you that any of the workers used the kitchen?
A. No, none of the -- the kitchen workers acknowledged that the workers did not have access --

Q. They never used it.
A. Yeah.
Q. Okay. Can you go to PX-19? Figure out what binder that is. Binder 6. This would be Exhibit 19 -- PX-19. Do you recognize that document?
A. This is a translation of the interview statement taken of Agustin's wife, Elia Pinon.
Q. Did you prepare that statement?
A. Yes.
Q. You prepared it at the time -- around the time of your interview with her?
A. Yeah. I translated it after the fact.
Q. Okay. Do you have any reason to think that's not accurate?
A. No.
Q. Okay. Can you turn the page to 810?
A. Okay.
Q. Can you go to the fourth line from the end of that paragraph, starting with the word, "If"?
A. Yes.
Q. What does that sentence say?
A. Says, "If a worker needs to use the kitchen to reheat food, Felix will allow them to enter the kitchen, but he always stays with the worker the entire time."
Q. Okay. So workers did use the kitchen.

A. Not to prepare their own meals.
Q. What were they preparing?
A. According to this statement it says, "to reheat food."
Q. What's the difference between food and meal?
A. I don't understand.
Q. I don't either. It says that they were -- you're making a distinction that they weren't preparing meals, but they were preparing food.
A. They weren't allowed to cook. I mean, I'm just speaking in general terms, meals, a prepared meal, food is just maybe some random food that they're trying to reheat, that they possibly purchased.
Q. You don't know. You don't know that, do you?
A. No, I don't.
Q. Okay. So when you said before that nobody who worked in the kitchen said that workers prepared food in the kitchen, is that accurate?
A. That's accurate.
Q. You still say that after reading this statement that says the opposite of that?
A. Well, this says that they didn't have access -- they only had access to reheat food --
Q. Right. And you just said --
A. -- not to prepare food.

Q. My question to you was, did people who worked in the kitchen ever tell you that workers went into the kitchen to prepare food?

A. Yeah, this says reheat food, not prepare food.

Q. Okay. I'm sorry. Fine. The statement says what it says. So they used some process to turn food into something that they would eat.

A. In relation to this interview statement?

Q. How does one prepare food otherwise?

A. I would say to cook it.

Q. So your testimony is that only when you're converting it from a raw state to a state ready to eat, not heating food.

A. I'm not sure about the question. Are you referring what my idea of preparing a meal, like cooking from my own, or reheating food, what the difference between one or the other?

Q. No, the question was, did anybody tell you this, and then you were drawing a distinction, but we can move on.

Do you know what part of the MSPA regulations speak to selling drinks?

A. Which part? The part of the MSPA? You mean Migrant and Seasonal Workers Protection Act?

Q. The same.

A. Yeah. There's a reference to the FLSA in regards to selling products to workers, you know, at a profit.

Q. So it's in the FLSA that -- it's not in --

A. Yeah. MSPA takes its elements from the FLSA, Section 3(m).

Q. Okay. So there's no separate violation in MSPA beyond there being a FLSA issue?

A. I'm not sure --

Q. So if you --

A. If you could clarify.

Q. Sure. Does MSPA create a requirement that doesn't already exist in FLSA on that issue?

A. Not that I recollect. Not to that context, I would say.

Q. Okay. And so -- and in 3(m), what does that provide?

A. That means an employer can take credit for only the cost of something that they're selling to a worker.

Q. What do you mean by, take credit?

A. Well, it's the cost associated with providing that product.

Q. But what do you mean by, take credit for it?

A. Take credit is just a terminology that we use in Wage and Hour.

Q. That's not really answering it. What do you mean by -- what does it mean to say that you take credit for providing something?

A. Well, if they're -- whatever it costs for them to provide what they're actually selling to the workers. That's

what I mean by taking credit. You can only sell it for what their -- what it costs to provide it.

Q. Okay. Does it mean that -- by take credit, you mean, kind of offset the wages as kind of a payment in kind?

MR. GLICK: Objection. This is beginning to get into testimony that calls for a legal conclusion. The witness has testified to his understanding of some of these regulations at this point and as Your Honor has pointed out, the legal conclusion is something that is not this witness' determination.

JUDGE TIMLIN: I don't think he's gone there yet. He can continue. Overruled.

MR. GLICK: Also, I want to understand the relevance of --

MR. SCHULTE: It's the whole theory. That's trying to cover a significant amount of money based on profit taken for drinks.

MR. GLICK: That sounds like an argument about the legal relevance of some of the testimony.

MR. SCHULTE: He was the one who calculated the back wages. We're trying to understand his basis. He was asked a number of questions this morning that called for his expertise. He's completed Basic II, which includes all of these statutes.

JUDGE TIMLIN: Right. I'm overruling the objection. You can answer the question.

THE WITNESS: What was the question again? Sorry.

BY MR. SCHULTE:

Q. Sure. So under 3(m), when you talk about taking credit for something --

A. Yeah.

Q. -- does that speak to kind of offering something in kind as opposed to just cash payments?

A. In kind?

Q. Housing, goods and services, food --

A. Yes.

Q. So to kind of makeup the FLSA minimum requirement as to minimum wage, so if you gave someone, say, $5 an hour in cash, but then $2.25, averaged out, for all the soda they could drink while they were working at a restaurant, the idea is that it would be in kind.

A. Okay. Yes.

Q. And that's what -- when they speak to taking credit for something, that's what they mean.

A. Yes.

Q. And so the credit is limited to what the employer's cost for that.

A. Yes.

Q. Okay. That's not a prohibition of selling it for profit, though, is it?

A. No. This current investigation is a H-2A

investigation.

Q. Okay. Where in the H-2A regulations does it speak to sales for profit?

A. It doesn't speak to sales for profit, but it wasn't disclosed on the job order. The profit itself is determined based on what it was being sold at.

Q. So who signed the H-2A job contract?

A. I believe it was Russell Marino, Jr.

Q. Okay. And who's the employer listed there?

A. Sun Valley Orchards.

Q. And what was their profit?

A. Of what exactly?

Q. The profit you're talking about, that they improperly collected.

A. The profit was made by their agent, Agustin Hernandez, who's acting on behalf of Sun Valley.

Q. So Sun Valley Orchards, LLC, did they collect a profit?

A. Their employee did.

Q. But did that reduce their -- the amount that they paid their workers? Did they use that as a credit?

A. Well, it brought the workers below the promised wage rate of $11.29 an hour.

Q. Okay. We asked before if there were any deductions in the pay, you said that they received the full amount in

their paychecks.

A. They did.

Q. And so you calculated worker by worker whether, even for weeks in which they would do piece rate, that their pay actually dipped below $11.29 for each hour worked?

A. Yes.

Q. Where is that calculation?

A. It's not a calculation in here. If they were brought below any amount that they were being charged, would bring them below the $11.29 an hour.

Q. But if they were earning piece rate, you know, they picked a significant number of peaches, and so they made $20 for an hour.

A. There was never that amount that was earned by a worker.

Q. What was the most that a worker made in an hour?

A. I would have to look at all the payroll records, but I would say, maybe, $11.75 an hour.

Q. That was the most anyone ever made on piece rate?

A. I would say. I'm just going off of memory here. I would have to look at all the payroll records for --

Q. But you checked for each hour that each worker worked.

A. I check the payroll and time records.

Q. For each worker, for each hour.

A. Well, I did the transcribing of all of the records.

Q. Right, but you actually looked at each of those records and figured out what their cost for drinks was for a given hour and you found that they dropped below the $11.29 each hour that they worked.

A. When an H-2A order is in place and you indicate -- whatever the higher rate you're paying, that becomes your prevailing wage rate. You can't bring them below the promised wage of $11.29 an hour, but the fact of the matter that you pay them at piece rate and that increased you past the $11.29 an hour, that became the rate in effect.

Q. Okay. So does the H-2A rule speak to payment below the adverse effect wage rate or to the piece rate?

A. I don't believe it mentions -- I mean, I'm going off of memory here. I'm not really sure.

Q. That's what we're doing today.

A. I would have to look at the regulations in regards to that.

Q. Okay. But you looked at that at some point and you feel confident that you measured it based on the piece rate and not the A work?

A. Yeah. The piece rate was -- I mean, it would bring the workers just above the $11.29 an hour.

Q. Okay. So your testimony is the most that you remember seeing anybody make in an hour is $11.79.

A. Could be more. I can't -- I mean, there's a lot of payroll records. I would have to go --

Q. There are. But you looked through all of them for each hour.

A. I did. I looked through all of them.

Q. For each of 150 workers.

A. For all the workers on the payroll.

Q. Okay. How many worker hours was that for the season?

A. I'm sorry?

Q. How many hours and how many workers would that have been for the season?

A. I don't understand the question.

Q. Well, we talked earlier that you calculated there were 500 hours for this worker, you checked each of those 471 hours?

A. Well, yeah, I transcribed the records from the payroll records and I --

Q. No, I understand.

A. -- was able to --

Q. You wrote down the numbers, but did you look at each of the hours as to what he was paid?

A. I looked at all the payroll records.

Q. That's not my question. Did you look at each of the hours and figure out if he was paid $11.29 in each of those hours?

A. I don't understand the question. I'm sorry.
Q. I'm not sure how to put it any differently. Did you look at each hour that he worked and figure out if he made that or not for each hour?
A. Are you referring -- I'm sorry, are you referring to the time records that matched the payroll records? Is that what you're referring to?
Q. Any records.
A. Well, I looked at all the records, if that answers your question.
Q. It doesn't, but it doesn't seem like we're going to. If we can go to the -- I think in this binder. Let me figure out which exhibit's the best one for you. That's not it. Here we go. If you could go to Exhibit 2, PX-2, in Volume 1? Actually, before that, if you can just go to Page 1, it's the same volume, but PX-1, Page 1.
A. I'm sorry, PX-1?
Q. Yep. Page 1. Right there. When you were calculating the 3/4 guarantee, what was the starting date that you used for calculating the number of weeks?
A. I used the start date when the workers first showed up on the payroll.
Q. So they all started on the exact same day -- or this group in the middle?
A. Yes. Those are the -- I'm sorry, that's the first

pay period worked where the workers showed up. This is when they first showed up on the payroll record.

Q. So what do you mean by first -- that's the week ending on that day?

A. Yeah. That's the week ending date when they first showed up on the payroll.

Q. And you used that as the whole week or as part of a week?

A. It's the week that they worked.

Q. Right. No, so if you go over a few columns to the number of weeks, they all end in 0.525?

A. Yes.

Q. How did you calculate that based on -- did you use that first week as one of those weeks?

A. Well, that's actually -- that 0.525 is in relation to the last work week on the contract, which is October 10, 2015.

Q. Right.

A. That's only a partial work week. Based on the payroll records, I believe the week began on Wednesday and ended on Tuesday. The work week started on Wednesday and ended on Tuesday, so the hours offered on that work week, on the last work week, would be seven hours for Wednesday, seven hours for Thursday, and seven hours for Friday, which would make 21 hours offered during that week.

Q. And that's the 3/7.

A. That's the 0.525.
Q. Or 4/7, I guess.
A. Yeah, I guess. So you divide that number by 40 hours, by a week, and it gives you the partial week itself instead of the full week.
Q. Right. In the first week that they worked, though, did they start on a Wednesday?
A. I would have to look at the time records.
Q. Did you look when you created this?
A. I looked at, overall, the time records. I spot checked them.
Q. Okay. So since the 0.525 is on the last week --
A. Yes.
Q. -- they would have had to all started on a Wednesday?
A. Well, that covers the entire period of time, from the time that they would have began to the contract end date.
Q. Right. But that would be an even number of weeks going through. If the 0.525 is only for that last week, the other weeks were all even numbers.
A. Yeah. The five two weeks is a partial -- the last week for the contract itself would be a partial week. That's where the 0.525 comes from.
Q. Right.
A. It's not a total week.
Q. Correct. So if you take out the 0.525, you have

either 23 or 18, which is a whole week.

A. That's correct.

Q. Right. So did they start on a Wednesday?

A. I'm not sure, just using this.

Q. Were you ever sure?

A. I would have to look at the time records that match.

Q. Did you check that? Did you calculate it based on their start date? Because it seems like they all started on the same day of the week.

A. They all -- I indicated the first starting week of the payroll that they would commence working.

Q. Right. So did you measure their 3/4 guarantee based on when they started or assuming a whole week?

A. Assuming a whole week.

Q. Okay. Is that the right way to calculate it?

A. There was some workers that indicated having arrived prior to their start date.

Q. It's not about when they arrived, it's when they -- their start date of work is the measurement date, right?

A. Um-hum.

MR. GLICK: Objection.

JUDGE TIMLIN: What is this?

MR. GLICK: It misstates the law at issue.

JUDGE TIMLIN: Okay. I don't know if he said anything about a law, but I felt the question was just whether

he calculated out a full week at the start.

MR. GLICK: Maybe I misunderstood the question, but it sounded to me like essentially a misstatement of the law on which the 3/4 guarantee is actually based.

JUDGE TIMLIN: What was your question?

MR. SCHULTE: Is that the correct way to calculate it, using the whole week for the first week.

JUDGE TIMLIN: Oh, okay. Then that -- that's -- I see what you said. Then you are asking him to draw the legal -- you could ask him if it's his practice to calculate that way.

MR. SCHULTE: Yeah, I think we know the answer to that. I think the question is whether that's the correct practice.

JUDGE TIMLIN: Well, yeah. He's not the witness to ask that. He's not the witness to answer that.

BY MR. SCHULTE:

Q. So did you calculate it based on their first workday after they arrived at the farm?

A. I mean, I used the first week ending for when they first arrived on the payroll itself.

Q. So not when they arrived at the farm, but just sort of --

A. No.

Q. -- just assuming the full week --

A. Yes.
Q. -- that they should have worked 40 hours no matter when they arrived during the week.
A. Yes.
Q. So if they arrived on a Monday, it would show, say, 7 hours of work on that Tuesday, but you would have assume 40 hours.
A. I'm not following your thought.
Q. Sure. I'll go through it again.
A. Yeah.
Q. So the work week runs Wednesday through the following Tuesday, right?
A. That's correct.
Q. And so, presumably, there are 40 hours expected for that period, from Wednesday to Tuesday. So if a worker arrived on a Monday, when would you start the calculation?
MR. GLICK: Could I just ask for clarification, what is meant by calculation in here? Because there's a lot of different numbers at issue and I think it might help following.
MR. SCHULTE: He seems to have used the full week as opposed to -- the calculation is meant to start on the day after the worker arrives, so it goes by day and not by the whole pay period. You can't assume -- you know, if a worker is short by 33 hours, it's because he worked the one hour -- one day that he was supposed to, it's not because he didn't work

the rest of the 40 hours.

MR. GLICK: That assumes facts not in evidence. I think it might help to clarify whether we're talking about the numerator or the denominator.

JUDGE TIMLIN: Okay. Now I'm really lost.

MR. SCHULTE: That's definitely what I was going to.

MR. GLICK: Well, is the question about the number of hours counted as work hours or about the period of how many hours the company is required to provide? I mean, either is a fair question --

JUDGE TIMLIN: I thought the question just had to do with that column marked weeks.

MR. SCHULTE: Exactly right.

JUDGE TIMLIN: And that he's trying to figure out -- because he gave them -- because the week ended -- because the H-2A period ended on October 10th, and that's actually in the -- I don't know the day for 2015 is, but that's in the middle of the work week, so he figured out for the end period that there was -- that they should only get a partial credit for that last week, and my understanding is that he's trying to figure out is, did he only give them partial credit for the first week if he didn't -- if they didn't work a full week.

MR. SCHULTE: It's a slight twist, it's that, not whether he gave them credit for that partial week, because if they worked, their hours would be reflect sort of whether they

calculated the 3/4 guarantee target, you know, kind of what the total is. My concern is that they overstated the number of hours that should have been offered in the first week before a worker arrived.

MR. GLICK: I think that clarification is helpful, but maybe the question could be clarified along those grounds, just to sort of --

MR. SCHULTE: They've set the bar too high, essentially, that the number of hours that he's saying should have been worked exceeds the number of hours that the law requires should have been offered.

MR. GLICK: Without agreeing to that characterization, I think that that kind of more specific question is a clearer question.

JUDGE TIMLIN: Okay. Then you can ask that question.

THE WITNESS: What was the question? Sorry.

JUDGE TIMLIN: I confess that I'm not following that.

MR. SCHULTE: This is more math than we should have to do in this heat.

JUDGE TIMLIN: I have no idea what you're talking about at this point.

MR. SCHULTE: Okay.

JUDGE TIMLIN: I mean, I thought I understood, but really, at this point, I don't.

MR. SCHULTE: Okay. You're the only audience that

matters, so if it's not working, I'll move past.

BY MR. SCHULTE:

Q. When you calculated the total number of workday hours between the first pay period and contract end, do you see that column?

A. I'm sorry, which?

Q. It's the one, two, three, four, five, sixth from the right.

A. One, two, three, four, five, six. So I'm sorry, total workday hours between first pay period and contract end date?

Q. Yes.

A. Okay.

Q. Okay. So when you say first pay period, how many days did you include in that pay period for purposes of calculating how many hours should have been -- or could have been worked in a full period?

A. Forty hours.

Q. Okay. So that would only make sense if the workers all arrived on a Tuesday.

A. I'm sorry, yes.

Q. Did all of these workers arrive on a Tuesday, even though it was all different times of the year?

A. I would have to look at the time records.

Q. Did you look at it when you created this?

A. I looked at it when I was creating the overall spreadsheet.

Q. Did you look at it when you created this table?

A. Well, this table was derived from the numbers I had when I transcribed all the payroll and time records.

Q. Right. But when you -- was there another table where you calculated the number of weeks?

A. In regards to?

Q. The weeks column; three columns to the left of where we were.

A. The weeks column itself?

Q. Yeah.

A. No, I counted from the time when the first week began to the end of the contract date.

Q. Right. So did you measure based on their arrival date or based on just, there was pay in that pay period, we're going to count 40 hours for that pay period?

A. There was pay in that pay period and it was assumed that they had the whole week.

Q. Okay. Why would you assume that?

A. Because some workers indicated having arrived prior to the -- them being on the payroll.

Q. When did they say they arrived?

A. A week to two prior to arriving on the farm.

Q. Okay. So did you measure it based on their arrival

or based on their work?

A. I just measure it based on the first week that they would have been made available.

Q. Okay.

A. You want me to close this or?

Q. Sure. We looked at pictures of school buses in the field. You testified that you inspected every single vehicle that Sun Valley used; is that right?

A. I inspected the school buses that they used to transport the workers to and from the field.

Q. Okay. But you said -- you testified every single one?

A. The school buses, yes.

Q. Okay. And it's your job to be thorough and to check everything, right?

A. Yes.

Q. Okay. What was the speed limit on the road where you saw the bus?

A. I would say, if I had to recollect, anywhere between 35 and 40 miles an hour, maybe even 45.

Q. Okay. Generally, when you're driving, do the highway signs give a range of speed?

A. Usually, yes. They weren't on a highway, though.

Q. They give you a range? Like on the -- if you're driving down 295, it'll say 55 to 60?

A. No, it tells you an actual amount.
Q. Right. Do you know the amount?
A. I don't remember the amount.
Q. Did you know it at the time?
A. Yeah, I remember it. Yeah. I'm sorry, at the time, I did see the speed limit itself, but it was anywhere between 35 and 45. I can't recollect at this time. I didn't take a picture of it. I was driving.
Q. Okay. So you were driving, say, 35 to 40 miles per hour?
A. Yeah. I was driving the speed limit.
Q. Do you know what the normal procedure is when a vehicle is undergoing a safety inspection from the state?
A. They use a form to identify certain criteria to look for, like the headlights. The same inspection that we do.
Q. Okay. They use ballpoint pens to check tread depth?
A. I don't know what they use.
Q. Could it be a micrometer?
A. I'm not sure what they use.
Q. You don't. Okay. Would you be surprised if they used ballpoint pens?
A. I'm not sure what they used.
Q. What does bald mean to you, in terms of tires?
A. Bald means no tread.
Q. No tread at all?

A. Yeah.
Q. Okay. In the pictures we saw earlier, there was tread on the tires, though, right?
A. Not the ones that I identified. There might be some on the backside. You might confusing one tire to the other. If you want, we can look back at the pictures.
Q. Let's do it. Where are we, Exhibit 29? Volume 8?
A. 8?
Q. Yep.
A. Sorry. Let me just --
Q. Go to, say, 1876, 77, 8, anywhere through there.
A. I'm sorry, which page are we on?
Q. Take your pick. Page 1058, 9, 60, all the way through. Your testimony that there's no tread on that whatsoever?
A. No, you can see the slight tread marks.
Q. So there is tread on there.
A. There's a slight tread on it.
Q. Is that bald?
A. If you would look at the actual tire.
Q. Right. Your testimony was that bald means no tread whatsoever.
A. Bald means no tread, yeah.
Q. Right. Is this bald?
A. I mean, it's bald to me. It appears bald to me.

Q. So is there some standard other than the one that you gave a second ago?
A. Standard in relation to what?
Q. Saying bald means no tread.
A. That's my interpretation.
Q. Right. And this meets your interpretation of no tread?
A. There's slight tread, I mean, I guess you can say.
Q. What's the standard under MSPA?
A. I believe it's 1/32 of an inch of tread.
Q. And how much tread was on this?
A. There was none, basically.
Q. None basically or none at all?
A. If you can look at it, the pen doesn't even go into the -- at all into the tread.
Q. I don't know how far you pushed the pen in. What's the measurement on that?
A. I would say, zero.
Q. That's zero. So you can see the dark spot along side it, I mean, it's clearly not as much as --
A. I'm sorry, which picture are you referring to?
Q. The one with the pen, that you're looking at.
A. Okay. The one with the pen?
Q. What page are you, 59?
A. 59, yes. 59 and 60.

Q. Let's try 1060 then.
A. Okay.
Q. Is the pen resting in a groove there?
A. Yeah. It's resting in the groove.
Q. Okay. What's a tread? Is that the groove or kind of a difference in height between parts of a tire?
A. Yeah, I guess that would be the groove that runs across the middle.
Q. Okay. And how -- what's this measurement?
A. There's barely any measurement there. I wouldn't be able to tell you.
Q. That wasn't the question, what was the -- how many inches is that?
A. What's -- inches in what, exactly? Are you referring to the MSPA requirement?
Q. What an inch?
A. 1/32, is that what you're referring to?
Q. Yeah. How does this compare to that standard?
A. I mean, I didn't have a penny on me at the time, so I used my pen.
Q. Do you have a ruler?
A. No.
Q. How do you measure something without a ruler?
A. You're measuring, you know, almost millimeters of tread.

Q. How many millimeters though?
A. It's 1/32 of an inch, is the regulation.
Q. Right. You said you measured in millimeters. How many?
A. I'm looking at it. From the picture, you can't really tell.
Q. You can't tell.
A. No.
Q. But you just knew.
A. Yeah. I mean, it had no tread on it, so.
Q. What are these lines going from left to right?
A. In this picture?
Q. Yeah.
A. 1060? The left -- are you talking where the pen is resting?
Q. Where the pen is, behind that, behind that.
A. Those are the grooves on the tire.
Q. And what's the difference between a groove and a tread?
A. Well, the tread is the complete mark on the tire.
Q. Can you have a groove without an area that's not grooved? Wouldn't that just be -- like, the table doesn't have grooves. It's all the same level. Is the tire like that or are there different heights at different points?
A. It would be different heights at different points.

Q. Okay. Go back a couple pages to look at that taillight. What does shattered mean to you?

A. Shattered means broken.

Q. Broken at all?

A. Broken.

Q. Okay. They're two words that mean the exact same thing. Okay. You said you believed the bulb wasn't functioning. Are you sure?

A. Yes.

Q. Okay. You've become more sure since this morning?

A. Well, we conducted the vehicle safety inspection and the bulb wasn't working.

Q. Why do you think the workers left in May?

A. They left. They left because similar -- can I put this away?

Q. Sure.

A. The workers indicated having left -- some indicated being left because they were terminated, some left because of the conditions at the farm.

Q. Did you try to resolve the difference between those two?

A. No.

Q. Do you think that some were fired and some quit?

A. I believe some were terminated and some, you know, left because of the conditions.

Q. Okay. That's just different ways to say the same thing. You think that some were fired and some were not fired?
A. I mean, you can put it in those terms if you life.
Q. Some were terminated and some were not terminated?
A. I would say some were terminated and maybe some left because of the conditions. I'm not sure if you want to --
Q. So there's some out of that group that were not terminated.
A. I would say. You'd have to speak to the workers.
Q. But you did.
A. I did.
Q. And so you don't have kind of a single idea of why they all left? There were different reasons, you think?
A. Yeah. I mean, different reasons for workers leaving. Some thought they were terminated, you know, some thought that they left -- I'm sorry, some thought, some left because of the conditions at the farm.
Q. Did they all leave together?
A. Are you referring to the group of 19?
Q. Yes.
A. Okay. I believe so.
Q. Was there another group -- was there another group in May that left?
A. No, no, I'm saying, in the group in August that left.
Q. All right. We were talking about May.

A. Yeah. Did they all leave together, is that what your question is?

Q. Yes.

A. Yeah, I believe so.

Q. Did they talk to you about a meeting they had with the Marinos?

A. With Agustin Hernandez and Russell Marino, Jr.

Q. Okay. Did they mention Joe Marino at the meeting?

A. No.

Q. Nobody mentioned that?

A. No, not that I remember.

Q. What did they say happened at the meeting?

A. They indicated that they requested from Agustin to meet with Russell Marino, Jr. to tell him about some of the things that they were not necessarily happy about in regards to the hours they were working and things in that matter. That was my recollection.

Q. Did they give any other reasons beyond the hours that they were working?

A. I believe they indicated saying something about the actual work that they were performing on the farm.

Q. Okay. Anything beyond, you know, work conditions?

A. In regards to the meeting?

Q. As to what their issue was that they wanted to raise that they -- what they had told you.

A. About the meeting itself or just -- I'm just talking about --

Q. Did the workers give you any other reason they were trying to -- that they were requesting a meeting?

A. Not that I remember. Not that I remember.

Q. Did you talk to the Marinos about the meeting?

A. I don't remember. I don't remember if I ever did talk to any of the Marinos about it.

Q. That's the biggest part of the claim and you're not sure if you talked to the growers about that?

A. If that's a conversation I had, you know, I would have to -- I don't think I did. I'm not sure if I did. I don't think I did.

Q. Is that unusual to -- I mean, that's -- it's a significant part of the claim, right?

A. In regards to what exactly?

Q. The 3/4 guarantee for those 19 workers.

A. Yeah. I spoke to Russell about -- I asked him, you know, about the 19 workers, and he has said that they left, that they couldn't take the job, that they couldn't take the work, that was the extent of our conversation. I didn't talk to him about the meeting.

Q. Okay. And what did you take from that statement?

A. Which statement?

Q. That Russell gave you about the workers leaving?

A. I mean, it was early on in the investigation, so I didn't know what the circumstances were.

Q. When did you talk to him about it?

A. It was, I would say maybe in July, on July 21st or July 22nd, I was there.

Q. Okay. And when did you talk to the -- not indentifying any individuals, but when did you talk to people from that group about the meeting?

A. About the meeting itself?

Q. Yeah.

A. After the fact.

Q. When?

A. January 2016, maybe. I don't know.

Q. So you talked to him within two months of the meeting, and then you talked to them ten months after the meeting, or nine months after the meeting.

A. Yeah.

Q. But you believe their story.

A. I'm just reporting on the investigation findings.

Q. Right. But you made a finding that they had been terminated.

A. I made a finding that some were terminated and some left due to the conditions at the farm.

Q. Okay. Without identifying any of them, how many were terminated?

A. I couldn't tell you.

JUDGE TIMLIN: Are you talking about -- are you talking about both the May group and the August group or are you just talking about the May group?

THE WITNESS: I think he's relating to --

MR. SCHULTE: Just May, hopefully.

THE WITNESS: -- just the May group.

JUDGE TIMLIN: And you're saying that they left for different reasons in May, that some of the 19 were terminated and some of the 19 left for some other reason?

THE WITNESS: It was my impression that some left because they thought they were terminated and some left because of the conditions at the farm in relation --

JUDGE TIMLIN: So they had different reasons, that group.

THE WITNESS: I believe so. Yes.

JUDGE TIMLIN: Okay. Sorry. I didn't mean to interrupt.

MR. SCHULTE: That's okay.

JUDGE TIMLIN: Go ahead.

MR. SCHULTE: It's a better question than I would have asked, so thank you.

BY MR. SCHULTE:

Q. Was there breakdown out of the 19, kind of, 10 said one, 9 the other, 15-4?

A. I don't remember that specific.
Q. Did you talk to all of them?
A. No.
Q. Without identifying who, do you have any idea of how many said one, how many said the other? Not saying speaking for all 19 if you didn't talk to them, but you talked to 3 people that thought they were quitting and 4 thought that they wanted to?
A. I couldn't tell you off the top of my head exactly.
Q. Do you remember, would you have written that down in a report somewhere?
A. No. I mean, when I was taking the interview statements, I would have written it in the interview statement.
Q. Okay. I'm sure there's no unprivileged version here, Your Honor. Is there anything that would refresh your recollection as to that?
A. No. I mean, I took the interview statements. Whatever the interview statements indicate, that's what the worker stated.
Q. That would refresh your recollection about what they stated.
A. I mean, I would have to read interview by interview, if that's what you're indicating.
Q. Okay. But you don't know how many statements you took.

A. No. I took a good amount of them. Now, you're referring solely from --

Q. Only May.

A. -- May, yeah. That's a good amount of them.

Q. That, you don't remember.

A. Yeah.

Q. Okay. Why did -- did you bring it up first to Russell or did he bring it up to you?

A. About what, exactly?

Q. About the worker's meeting in May.

A. I didn't talk to Russell about the meeting in May.

Q. You just said you did.

A. No, I said the workers of the -- the 19 workers that left, I talked to them about -- I didn't talk to them about no meeting because I didn't know there was a meeting until after I talked to the workers.

Q. Okay. Did you talk to -- did Russell bring up the workers departing in May first or did you bring it up to him?

A. I asked him about it because Agustin had brought it to my attention.

Q. Was that the first you heard about it, was from Agustin?

A. Yes.

Q. So before you started the investigation, you didn't know that 19 workers had left in May.

A. Not that I recollect. I don't think so.
Q. You may have? You don't know?
A. I don't think I would've known.
Q. Okay. That wasn't part of the reason for the investigation?
MR. GLICK: Objection.
JUDGE TIMLIN: Right. Now, you're going --
MR. SCHULTE: Okay.
JUDGE TIMLIN: Yeah. That's sustained.
MR. SCHULTE: Fair enough.
BY MR. SCHULTE:
Q. When you visited the fields, was there water available to the workers?
A. When I did visit the fields, there was water available. I believe I took a picture.
Q. Was there ever a time that you were there that there was not water available?
A. No. I was there on -- in the fields on three occasions. There was always water in the fields.
Q. Okay. How many times do you usually visit an employer when you are conducting an audit of them?
A. I don't conduct audits. I conduct investigations.
Q. Okay. When you conduct the investigations, how many times do you usually visit an employer?
A. It depends. It really does.

Q. What's the most?

A. I can't say. Are you speaking in relation to, like, agriculture?

Q. Let's start with farms. Yeah, agriculture.

A. It depends. You know, it depends. You can sometimes start and end an investigation in one day. Sometimes it takes longer. I mean, it takes additional visits.

Q. Out of the five to ten H-2A audits you've done, what's the average amount of time?

A. Amount of time, what exactly?

Q. The average number of times in which you will visit the farm for your investigation?

A. I mean, that's not something I can speak of from memory. More than once, obviously.

Q. Ten times? Does that seem like a lot?

A. That seems like a lot. I'm not sure.

Q. Is four about average or high?

A. I'm not sure.

Q. You don't know. Great. Do you pull any of the workers out of the field while you're there in July of '15?

A. I actually interviewed workers in the field while they were working.

Q. Did they continue working while you were there or did you pull them aside?

A. I pulled some aside and some continued working.

Q. How long did you talk to the ones you pulled aside?
A. I don't know, maybe like 15 minutes, at the most 20 minutes. I'm not sure.
Q. Fifteen minutes.
A. Fifteen.
Q. It wasn't longer?
A. I don't think so.
Q. Were there bathroom facilities available in the field while you were there?
A. Yes.
Q. Okay.
A. Are you talking about portable --
Q. Porta-Johns.
A. -- portable toilets?
Q. Trailer-based ones that were brought along.
A. Yes. Yes.
Q. Okay.
A. The fields that I did visit did have them.
Q. Okay. If you had reason to believe that there was a violation, you would write up an assessment -- or assess a violation for that probably, right?
A. Yeah. It's an OSHA field sanitation violation to not provide portable toilets in an actual amount or provide water with cups, single-use cups.
Q. Okay. And washing stations for your hands?

A. And hand washing stations, correct.
Q. Did you assess any violations of those regulations in this case?
A. No.
Q. Okay. Can we assume from that that there were none?
A. No violations, you mean?
Q. That you didn't find any?
A. Yes. Yes. That's correct.
Q. Okay. When you spoke with the Marinos about the 3/4 guarantee issue, did you go back to -- for the final conference with them in 2016?
A. I did.
Q. You spoke with them about the 3/4 guarantee claim?
A. That's correct.
Q. Okay. Did they ever raise the issue of the signed forms to you at that time?
A. I don't remember from the meeting if they -- well, it was brought up, but I don't remember in what context it was brought up.
Q. What was the reason they gave for why they believe there was not a 3/4 guarantee violation?
A. I believe that Russell indicated -- Russell, Jr. indicated that they left voluntarily.
Q. Okay. Were they relying on the signed forms?
A. I don't remember exactly what they were relying on.

Q. They present them to you at the meeting or, you know, argue that the --

A. No. They never presented anything to me at the meeting.

Q. Okay. Were the workers paid for every hour worked in 2015?

A. I believe so.

Q. Did you find any shortfalls where somebody had -- was not paid fully for their either piece rate or hourly work?

A. No. I didn't determine that.

Q. Is that unusual for agriculture audits?

A. Investigations, you mean?

Q. Investigation. I apologize.

A. I remember in 2015 -- maybe Mr. Marino can fill you in better -- they used a tracking system to scan workers when they were going to each additional field. I believe it was Russell mentioned -- Russell, Jr. mentioned to me it was some sort of, like, way of tracking the hours worked for FDA purposes. I'm not sure.

Q. Is that common among agricultural employers?

A. I mean, it's a system that Russell, Jr. said he used, so I'm not sure.

Q. Okay. You said that you had done a number of investigations of agricultural employers in the last six years, have you seen any other farm that used that kind of system?

MR. GLICK: Objection. Relevance of other farms use of payroll systems.

JUDGE TIMLIN: Yeah. What is the relevance?

MR. SCHULTE: It's offered to show that they were going above and beyond, and that, you know, their level of compliance and the accuracy of their records.

MR. GLICK: I think that answer answers the point. I don't -- they're trying to sort of bolster their -- I think the issue of the tracking of the hours is not an issue and we haven't put, in fact, the hours worked at issue, and certainly not the hours worked of any other employers at issue.

JUDGE TIMLIN: Right.

MR. GLICK: There is a dispute among the parties about the hours worked, but I --

JUDGE TIMLIN: Here's my problem. It's completely unrelated to this. We've been going for almost two hours and I need a concentration break, so I was going to actually ask you a good point where we can stop, because at this point, I'm having -- I'm not -- I'm going to overrule the objection, but I don't want you to spend a lot of time on this.

MR. SCHULTE: That was the last in that line.

JUDGE TIMLIN: Okay.

THE WITNESS: I'm sorry, what was the question again?

BY MR. SCHULTE:

Q. Sure. Out of the agricultural employers you've

conducted investigations of, have you seen other growers that use this kind of barcode system to track worker's work hours?

A. I would say, probably not.

MR. SCHULTE: Okay. If you want to take a break, we can jump out of it, but that was the end of that line.

JUDGE TIMLIN: Yeah, whenever you move to a different topic. I think we all -- I mean, maybe we don't all, but I do. I just need a break, so let's -- it's 10 of 4:00, let's go off the record and come back at 4 o'clock.

(Off the record at 3:50 p.m.)

(On the record at 4:26 p.m.)

JUDGE TIMLIN: Thank you, everyone, for your patience. Go ahead.

MR. SCHULTE: Okay. Are we all set or do we need to --

JUDGE TIMLIN: Yeah. We're back on the record. Go ahead.

MR. SCHULTE: Okay. I didn't know if you need to cover anything from the -- okay.

JUDGE TIMLIN: Yeah. No, no. No, that was -- I may come back to you at some other point, but we have to --

MR. SCHULTE: Fair enough. Not to rush you. I just wanted to -- I didn't want to step on your toes.

JUDGE TIMLIN: Nick has to do some research first.

MR. SCHULTE: Okay. I just didn't want to step on

your toes.

JUDGE TIMLIN: Yeah.

BY MR. SCHULTE:

Q. Did you test the water that was available in the fields? Did you check it in any way in 2015 as part of your --

A. I'm sorry, which -- what are you --

Q. I'll back up. So as part of your investigation into Sun Valley in 2015, you said that there was water available for the workers in the fields.

A. Oh, yes. To drink.

Q. Did you --

A. To drink.

Q. Drinking water. I'm sorry.

A. Yes.

Q. Not hand washing, but the drinking water. Did you do any tests? Did you check the water?

A. I checked to make sure that it was cool and there was no odor to it.

Q. Did you find any odor?

A. No, not that I -- no.

Q. Okay. Do you know if, as part of the housing inspection for migrant farm camps, the state requires an independent check on the water quality?

A. Yes, they do. They're required to pass inspection in regards to certain contaminants that may be present in the

water.

Q Okay. And if a farm doesn't pass that test, they won't be certified to have workers there, right?

A. That's correct.

Q. Okay. One of the workers that we talked about at some length before was Mr. Miguel Elizondo Soto, do you remember that?

A. Yeah, from the --

Q. That's this gentleman here.

A. Yeah, from the example.

Q. Yes. He's testified in this, so his identity is not at issue. He gave a deposition earlier in the case.

A. Okay.

Q. Was he one of the workers that you had spoken with as part of your investigation?

A. I would have to look over the interview statements to verify. I spoke to a lot of people.

Q. Okay. You don't remember him in particular?

A. There was a lot of workers that I spoke to.

Q. Do you remember anyone that had chicken pox that season?

A. I don't remember anybody that had chicken pox, no. You mean, that they were contaminated with chicken pox, that they were infected with it?

Q. They had a case of it. Yes, they were sick at some

point during the 2015 season.

A. I don't remember that at all.

Q. Okay. Did you talk to any of the -- do you remember talking to any workers who were sick or injured for some part of the 2015 season?

A. Sick or injured? I don't recollect off the top of my head. There might have been a worker that had a foot injury, if I -- I'm just going off of memory here.

Q. Okay. Do you think he missed any work in connection with that? Was it a fairly serious injury or?

A. I'm not sure. I would have to look at the -- you're referring to people that I interviewed or people that I just talked to in general?

Q. Or if you'd heard from anybody else. You're, were you aware of any workers being sick or injured that year?

A. I know that -- I remember a worker had -- I might be mixing up, I'm sorry. I might be mixing up cases, but there might have been a foot injury of sorts. I'm not really sure. I'm not really sure.

Q. Okay.

A. Foot, leg, something to that effect.

Q. If a worker missed work because of illness, but the other workers worked on that day, would they have been offered those hours that the other workers all worked?

MR. GLICK: Objection to the extent this is, you

know, a conclusion of the term offered in the 3/4 guarantee regulation.

MR. SCHULTE: That's almost all he's been talking about today. He's been giving his opinion for the last two days.

JUDGE TIMLIN: I'm going to overrule it.

THE WITNESS: What's the question again?

BY MR. SCHULTE:

Q. I'll try again. Yeah, if a worker were sick or injured and unable to work in a given day, but the remaining workers on the crew did, do you think that they were offered the hours that the other workers worked that day?

A. If they were available -- I'm sorry, if they were available to work, they should have been offered the same hours. If they were sick or injured, as you indicated, you know, they might have some -- a sickness or an illness that they may still be able to work.

Q. So the only reason that they would not get credit as having offered the hours is if the worker were healthy enough to have worked?

A. I mean, that's your -- I guess that's your interpretation?

Q. No, I'm asking you. I meant there to be an inflection at the end of that.

A. Oh, as a question?

Q. Yeah.
A. Okay. Well, could you repeat the question?
Q. Sure. The only way for an employer to get credit for having offered hours for purposes of the 3/4 guarantee is if the worker were healthy --
A. Ready, willing, and able to work?
Q. Correct.
A. Yes.
Q. Where's that in the regulations?
A. I'm referring to your comment as to if they were available to work.
Q. Right. No, I'm saying, your belief is that to get credit as being offered, they had to be ready, willing, and able -- or willing and able at least.
A. Yeah. Usually employers will document the fact that if a worker is injured or unable to work.
Q. So say a worker is injured for two weeks. During that time period, the rest of the crew works, let's just say, 80 hours, during that two-week period. How many hours was that worker offered during that time period?
A. In regards to the same work that was being performed by the other workers?
Q. With regard to calculating them reaching the guarantee under the contract.
A. If they were available to work, they would have been

offered the same amount of hours if they were available to work.

Q. Okay. And your belief is that that is included in the DOL H-2A regulations?

A. I would have to review the regulations.

Q. I mean, you wouldn't say it if you didn't think that was true.

A. I'm just stating my opinion.

Q. Okay. With respect to Mr. Jose Eslas Larraga, you have in PX-2, for your 3/4 guarantee calculation, I believe? No, I'm sorry, PX-1, Page 1 again. PX-1.

A. Binder 1?

Q. Binder 1, Page 1. Yep.

A. Okay. What's the -- Jose Eslas Larraga?

Q. Eslas Larraga. He should be the one, two, three, four, fifth from the bottom.

A. Yeah. I see him.

Q. The basis for -- you had him as having his last day of work was June 9th; is that right?

A. That's correct.

Q. Okay. And what was the reason that his work ended on that day?

A. I'm not sure.

Q. Was he fired?

A. I'm not sure.

Q. Does it matter?
A. I'm not sure.
Q. You don't know if it matters, the reason he stopped working?
A. Well, I'm not sure why -- you're asking me why he stopped working. I'm not sure why he stopped working.
Q. Well, that was his -- was that his end date; his last day worked?
A. That was -- yes.
Q. Was June 9th.
A. Yes. I believe so. Yeah.
Q. Okay. How do you know that?
A. It's indicated in here as being the last pay period work week.
Q. So there's no more payroll entries for him after that payroll period.
A. After 6/9?
Q. Correct.
A. I would believe not.
Q. Okay. But your position, based on this, is that $2,751.94 are owed to him for 3/4 work guarantee back wages.
A. Sorry, let me just follow the line.
Q. Sure.
A. $2,751.94. That's correct.
Q. Okay. What's the basis for that liability?

A. This was never -- for -- I'm sorry, I'm following the wrong line. For Eslas Larraga, his abandonment, or his termination of employment, was never reported to U.S. DOL.

Q. Okay. Do you believe that he kept working after that?

A. I don't know. That's --

Q. Do you know if he abandoned work?

A. I'm not sure.

Q. Doesn't that matter?

A. I'm not sure if he abandoned or --

Q. If a worker --

A. His employment -- his termination -- well, his termination, his end of employment with Sun Valley Orchards was never reported as it was required to under the H2A regulations.

Q. Okay. So you're using the terms interchangeably, whether he was -- whether he quit or whether he was terminated.

A. I'm not sure whether he quit or he was terminated.

Q. Okay. If you quit, doesn't that end your 3/4 guarantee?

A. I'm sorry?

Q. If a worker quits their job, you know, leaves voluntarily --

A. If they leave voluntarily.

Q. That's why we're talking about this in the context of the May workers.

A. Okay.
Q. If they left voluntarily, then there's no requirement to pay 3/4 guarantee, right?
A. That's correct.
Q. Okay. But you don't know if he quit or was fired.
A. No.
Q. But you think he was owed the money anyways?
A. Well, he was never reported to U.S. DOL as having, to use your wording, abandoned, terminated his employment, you know.
Q. Would Sun Valley, the LLC who signed the H-2A contract and paid the workers --
A. Can I close this or do you want me --
Q. Please. Yeah. Would they make more money or less money based on the number of drinks that the workers bought?
A. I'm sorry, what was the question?
Q. Would Sun Valley, the orchard, the LLC, would they make more money or less money based on how many drinks the workers bought?
A. The workers weren't purchasing the drinks from Sun Valley. They were purchasing from their agent, Agustin Hernandez.
Q. Okay. Would it change Sun Valley's wage burden or kind of, you know, labor costs?
A. I'm not sure.

Q. Basically, if they had a certain number of workers who worked a certain number of hours, they owed them money, that's set based on the number of hours the workers worked, right?

A. Okay. I'm not following.

Q. That's how wages work, right?

A. Yeah, you work and you get paid.

Q. Correct. So if the workers drank ten sodas a day during that period, would Sun Valley owe them any less money?

MR. GLICK: Objection.

MR. SCHULTE: Part of the Government's theory here, Your Honor, is -- well, I mean, we can hear what the basis is. I'm sorry.

JUDGE TIMLIN: What's the basis for the objection, Mr. Glick?

MR. GLICK: We're treading close to the ultimate question of whether money is owed.

JUDGE TIMLIN: Well --

MR. SCHULTE: I think it's going to the theory of why it might be.

JUDGE TIMLIN: Right. I think he can ask about the -- I think he can ask about wage hours theory. That's fine. Objection is overruled.

MR. SCHULTE: Okay. I'll move through it quickly, Your Honor.

BY MR. SCHULTE:

Q. The amount that -- so the workers work a certain number of hours and that sets how many -- how much money they're owed, you know, those hours times their wage rate, just keeping it simple, without piece rate.

A. Okay.

Q. They work a certain number of hours, there's a wage rate, that's how much they're owed, right?

A. Okay.

Q. If they drank ten drinks a day, would Sun Valley owe them more money or less money than how much they owed based on the work?

A. I'm not following you. Like, I'm not --

Q. Would their consumption of soda in any way change the requirement to pay them those wages?

A. You're relating drinking soda to being paid, is that -- I'm not -- I'm sorry, I'm not following where you're going.

Q. I'm not really either. That's part of the theory here, but I think the testimony that -- so they wouldn't --

A. If you could just be clear. I'm not really sure.

Q. Sure. Maybe a hypothetical would help. So they have ten workers -- let's just say there's one worker. Keep it simple. One worker, works 40 hours at $10 an hour, he would be owed?

A. Based on that math, it would be $400.
Q. Okay. If he bought one soda a day for that work week, how much would he be owed in wages?
A. Was he purchasing the -- hypothetically, what was he purchasing the soda from?
Q. Say, from a Wawa.
A. Okay.
Q. How much would the employer owe him for his wages for that week?
A. I mean, that's -- I mean, that just sounds vague because he would be -- the employer wouldn't have to -- I mean, I'm not really sure, but --
Q. Okay. I don't -- maybe a more --
A. It's confusing. It's just very confusing. You're trying to apply Wawa to the --
Q. Yeah. It's not meant to be. I think -- he would still be owed $400 for the week no matter what he spent the money on, right?
A. Well, yeah. I mean, whether he -- I mean, if he's purchasing, you know, going to a Wawa and purchasing a drink, that's -- he's purchasing a drink. I'm not sure --
Q. Okay. And so if he was purchasing it from a friend of his, still the same $400. He has to be paid for every hour he's worked, right?
A. If he's working.

Q. Right. That's assuming he's done the work. He earns that money.

A. Yeah.

Q. If he buys it back from the company, they still have to give him the $400, right?

A. He's buying the drink from the --

Q. They pay him the money and then he chooses to buy from them.

A. Okay.

Q. They still, in the first place, have to pay him his $400.

A. I'm sorry. Just so I'm following you.

Q. Yeah.

A. So he gets this $400 and he's choosing to purchase a drink from his --

Q. Whatever he buys from them.

A. Okay.

Q. They still owe him the $400.

A. From the company. From the company.

Q. Sure.

A. Okay.

Q. They still owe him $400 for his work, right?

A. Yes.

Q. So it doesn't reduce their requirements to him. That's set by his work.

A. Yeah. They're required to pay him the $400.
Q. Okay. If he bought ten drinks, same answer, right? It's irrelevant to them. It's based on his work.
A. He's still owed the $400.
Q. Correct.
A. The time that he works, he's still owed for the entire time he's --
Q. Did Sun Valley ever pay the workers based on whether they bought meals or bought drinks?
A. Well, the deduction brought them -- brought the workers below the promised wage rate.
Q. And we talked about this before, that's not reflected in the payroll records, right?
A. No.
Q. Okay. So if a -- we covered that already. We talked about for the beer charges, you only assess a penalty based on what you calculated using the Costco Coors Light model to be the profit?
A. Yes, just the profit.
Q. Okay. And why was that? Why not the whole amount?
A. I mean, I'm assuming that the purchasing of beer is not necessarily required for subsistence, so, I mean, it's -- you know, it's not like water that you need to survive.
Q. Okay. And you also testified that water was made available to the workers in the field, right?

A. The times that I was there, yes.
Q. Was water available to them in the dining hall?
A. I don't remember seeing --
Q. Were you ever there at mealtime?
A. I was. I was.
Q. You don't remember if you saw water or not.
A. I don't remember if I saw water or not.
Q. Did workers tell you there was or wasn't?
A. I believe workers did tell me that water was available.
Q. Okay. So is Monster necessary for subsistence?
A. I would assume so. I mean, it is probably water-based.
Q. So is beer. I know you're not an expert, but beer is actually made out of water too.
A. I'm not expert on beer. Okay. I didn't know that.
Q. What about Red Bull?
A. Is it water-based?
Q. That's the test for --
A. No, I'm asking. I'm not sure. Is that the line of questioning you're leading to?
Q. I don't think that's the right test, is whether it's water-based. That's your test.
A. Okay.
Q. Is Red Bull necessary for subsistence?

A. I'm not sure.
Q. If you don't drink Red Bull, will you die?
A. I'm not sure.
Q. Do you drink Red Bull?
A. No.
Q. Have you died? It's a yes or no.
A. Have I died?
Q. Yeah.
A. Am I sitting here in front of you?
Q. Apparently.
A. Apparently?
Q. Yeah.
A. That's your answer?
Q. You're the witness.
JUDGE TIMLIN: All right. Come on. Let's move on. It's getting very late.
BY MR. SCHULTE:
Q. So do you think it's necessary for subsistence?
A. What's your question?
Q. Is Red Bull necessary for subsistence?
A. Possibly.
Q. Okay. Is water available here?
A. It should be.
Q. But you've chosen to bring an outside drink for yourself, right?

A. Yes.
Q. Okay. Why?
A. It's the water I drink.
Q. Okay. People can choose --
A. It's readily available to me.
Q. But people can choose drinks that they want, right?
A. They can.
Q. All right. In the pay records you had here, you said that there weeks when some workers didn't buy meals. Is that reflected in the table?
A. It is.
Q. Can you go to PX-2 and show me some of those weeks?
A. The binder, Binder 1?
Q. Binder 1, PX-2, start on Page 2.
A. You want me to just go through the whole exhibit or?
Q. Just tell me when you find one.
A. Okay. Just tell you the first one that I come across? Is that what you --
Q. Sure. Let's start there.
A. Okay. If you go to Page -- PX-2, Page 10?
Q. Yep.
A. Okay. This Armando Rodriguez Heimas (ph.).
Q. Okay.
A. Is that --
Q. That's one. So he's an H-2A worker who did not

participate in the meal plan?

A. That's correct.

Q. From the first week he was there.

A. Yes.

Q. Okay. Do you know if he was -- he seems to have worked for a while. Do you know if he was fired for not participating in it?

A. I'm sorry. I'm looking back at the page before, because he starts on the page before.

Q. Okay. If you go to Page 10, it seems like he was there through --

A. Yeah. He was there through the whole season, it appears.

Q. Okay. Any other H-2As?

A. You want me to keep flipping?

Q. Sure.

A. Okay. If you look on Page 22; PX Page 22.

Q. Yep.

A. Do you see a name at the top? He starts from the page prior, but he continues on the following page, Page 22.

Q. Okay.

A. The name Gustavo Cuellar Romero (ph.)?

Q. Okay. And he continued working after he had stopped the meal plan, right?

A. Yes.

Q. Okay. But he kept buying drinks while he wasn't on the meal plan? He was buying other food, but he kept buying drinks there?

A. I would guess so. Yes.

Q. Yes or no, did he buy drinks?

A. I would assume so. Yes.

Q. But you don't know.

A. Don't know.

Q. Did every worker buy beer?

A. It was indicated in various interview statements that I took that the majority of the workers were purchasing beer.

Q. That's not the same thing, is it?

A. Difference between what and what?

Q. The majority and everyone? 50 percent and 100 percent aren't the same thing.

A. Majority is majority. I'm not sure if you're trying to --

Q. That's not 100 percent. Are there any workers that were not -- will not be -- that you're not seeking money for beer?

A. There might be under the domestic workers.

Q. Okay. So all of the H-2As drank beer.

A. I would assume so. Yes.

Q. Okay. You assume?

A. Yeah. Agustin Hernandez didn't keep records of who

he sold beer to or not.

Q. Okay. But you were able to talk to them, right?

A. TO who, exactly?

Q. The H-2A workers.

A. Yes.

Q. They all told you that they drank beer.

A. Some of them did, some of them didn't.

Q. Some of them didn't drink beer.

A. Some didn't acknowledge drinking beer.

Q. Okay. But they're still getting paid for buying beer from your statement.

A. That's correct.

Q. Why?

A. Because some workers indicated the vast majority of workers purchasing beer.

Q. Right, but you specifically -- not the majority, you talked to specific workers who didn't drink beer.

A. If I indicated that, it would reveal who told me what exactly.

Q. Okay. I'm not sure I understand. You said that you talked to specific H-2A workers, and without identifying them, you talked to specific H-2A workers who did not drink beer.

A. Some of them acknowledged not drinking beer.

Q. Right. Can you show me which ones on this list?

A. No, I can't.

Q. Why not?
A. Because it wouldn't be shown on this list.
Q. Why wouldn't they be shown on this list if they didn't drink beer?
A. Because some of them indicated the vast majority of them did drink beer.
Q. But we're talking in circles now. If there were particular workers that didn't drink beer, why would they get back wages for buying beer?
A. Because if I indicated down on here then you would know that this worker told me that he didn't drink beer. It would reveal the worker's interview statement, basically.
Q. No, it wouldn't. I mean, it reveals how many hours they worked and it doesn't tell me who the worker is.
A. It would reveal that -- the beer, itself, would have been zeroed out.
Q. So in order to maintain the privilege, you're willing to charge Sun Valley for money that these workers never spent, never paid to Agustin.
A. Well, Agustin didn't keep proper records.
Q. That's not at issue here. You're trying to get back wages for people to cover up the idea of who you talked to?
MR. GLICK: Objection. Argumentative.
MR. SCHULTE: That's what he said. He's told me that he doesn't want us to know who he talked to, so he's willing to

charge money that was never paid.

MR. GLICK: Counsel made a characterization about what is and is not at issue as a part of the question.

JUDGE TIMLIN: I understand the point, so let's move on.

MR. SCHULTE: Okay.

THE WITNESS: You want me to close this or leave it open?

MR. SCHULTE: Not yet.

BY MR. SCHULTE:

Q. For your drink calculation, what was the basis for the per-drink price?

A. It was what Elia Pinon indicated that the workers were charged, and also using Agustin Hernandez' statement.

Q. Did you ask the workers what they paid?

A. Yeah.

Q. You didn't use that?

A. No.

Q. Why not?

A. Because some of the workers indicated more, that they paid more, but I used Agustin and Elia Pinon's because they were the one that were selling the drinks.

Q. So the workers' testimony on that to you, months later, was less accurate?

A. They might have not recollected the amounts that they

actually purchased.

Q. That's fair. It's well after the fact. Whose drinks per day calculation did you use?

A. I'm sorry?

Q. When you calculated how many drinks per day in order to figure it out, you would have the price per drink, drink per day, days per week.

A. Okay.

Q. Days per week is easy, you've explained the price, how many -- how did you figure out the drinks per day?

A. It was based on interview statements that I took of workers.

Q. Okay. Why did you use that for that, but not for the price? You used their testimony for one factor, but not the other.

A. I used their testimony for what they indicated of purchasing in drinks.

Q. Right.

A. Yeah.

Q. Did anybody else tell you what -- how many drinks workers drank per day?

A. Agustin Hernandez and I believe, Elia Pinon, indicated just about the same amount; average amount.

Q. Okay. And they talked to you in July, right?

A. Yeah.

Q. But you used the worker's estimate for that --
A. I'm sorry?
Q. -- for the number of drinks.
A. I interviewed those workers.
Q. But you didn't us Agustin's estimate, you used the workers.
A. I'm not sure what you're relating to.
Q. Okay. Go to PX-37 for a second. That's going to be in Binder 9.

JUDGE TIMLIN: Can you give me the exhibit number again?

MR. SCHULTE: Sure. PX-37.

JUDGE TIMLIN: 37. Okay.

MR. SCHULTE: And it's going be 1142, is the page number.

THE WITNESS: I'm sorry, 1 --

MR. SCHULTE: The first page of Exhibit 37.

THE WITNESS: Okay. 1142?

MR. SCHULTE: Correct.

THE WITNESS: Okay.

BY MR. SCHULTE:

Q. What's the first word on that page?
A. On the very top?
Q. Yep.
A. It says, "Miercoles".

Q. Okay. And you testified that means Wednesday; is that right?

A. It's Wednesday.

Q. Okay. What's your understanding of what that signifies in relation to this page?

A. It indicates probably that Agustin collected this amount of money from these workers on that date.

Q. Okay. And when were the workers paid?

A. They would be paid on the -- I'm sorry, I don't remember that exactly. I know the work week ran Wednesday to Tuesday. I don't remember what the payday was.

Q. Could it have been Friday?

A. I'm not sure. I could look back at the interview statements if you -- I'm not really --

Q. Okay. Just for the moment, I'll represent that the testimony yesterday was that it was Friday; does that sound right?

A. Okay. Yeah. I'm not sure.

Q. Okay.

A. But yeah.

Q. And so the workers then paid him five days later?

A. Well, I guess so. Yeah, I'm not sure. I'm not sure what the Wednesday pertains to. Maybe that's something that Agustin Hernandez can clarify.

Q. Do you have any reason to think it wasn't, you know,

made at the time?

A. I'm not sure.

Q. Or it wasn't accurate?

A. I'm not sure.

Q. Did the workers tell you anything different?

A. No.

Q. Okay. Did you ever follow up with Agustin for more records about the meals after you talked to him in July about that?

A. No.

Q. So do you know that the workers paid for meals at each of the weeks after that?

A. No.

Q. Okay. So you assessed back wages for that?

A. Yeah.

Q. Could you have gone back and asked? You went back two more times, right?

A. I went back -- yes, two additional times.

Q. Was Agustin there?

A. I don't recollect seeing him.

Q. When were you back again?

A. I was there -- I returned the records on August 6th, to Agustin's wife, and I was -- the only time I was back after that was in September, I want to say, or September, late September, early October.

Q. Were there still workers there?
A. I don't think so. I don't remember. I went to the office. I didn't go to the actual fields or to the dormitory housing.
Q. Okay. So you didn't check, you didn't look for Agustin --
A. No.
Q. -- to follow up to get more records?
A. No.
Q. You just calculated it based on the first part of the season instead.
A. That's correct.
MR. SCHULTE: Okay. That's all.
THE WITNESS: Can I close this or?
MR. SCHULTE: Yeah.

REDIRECT EXAMINATION

BY MR. GLICK:
Q. Mr. Perez, do you still have the Binder A on the stand?
A. Binder A?
Q. Binder A.
A. Yeah.
Q. Could you please turn to JX-10, Page 160?
A. I'm sorry, 10?
Q. JX-10, Page 160.

A. I'm there.

Q. In the middle row, at the bottom, does this refresh your recollection about the exact number of workers for whom back wages were calculated?

A. I'm sorry, where are you referring to? Oh, yeah, the failure to comply with meals, all the way at the bottom?

Q. Does this list the number of workers for whom back wages were calculated?

A. Yes, 147.

Q. So if we could go to Binder 9, please? And specifically, PX-32, Page 1079.

A. Okay.

Q. Actually, I want to change the page, still PX-32, but Page 1077. What brands of beer do you see, if any, on the bottom shelf of the refrigerator in Page 1077?

A. On the bottom row, there's Coors Light and Modelo.

Q. And was Coors Light the beer that you calculated the back wages based on?

A. Yes.

MR. SCHULTE: Your Honor, just to -- it's not an objection, but just to clarify, I just wanted to get to the plug to charge a phone in.

JUDGE TIMLIN: Oh, yeah, yeah, that's fine.

MR. SCHULTE: I just didn't want to kind of surprise the witness.

JUDGE TIMLIN: No, that's fine. Go ahead. Sorry, Mr. Glick.

BY MR. GLICK:

Q. So in -- I apologize for all the binder jumping, but I want to move through this quickly. In Binder 1 now, Binder 1, PX-2, Mr. Schulte asked you some questions about these calculations and I want to start with the --

A. I'm sorry, which binder?

Q. Binder 1, PX-2, Page 2.

A. PX-2?

Q. Um-hum.

A. Okay.

Q. Why did you have to reconstruct the amount of the beer charges?

A. Because there was no records kept of the beers that were sold to the workers.

Q. And how did you determine the amount for each worker?

A. It was based on an average of what workers indicated that they purchased.

Q. How many beers was that average?

A. I believe it was, I mean, I'm going off of memory here, maybe one or two per day.

Q. Did Agustin Hernandez keep any records of to whom he sold beer?

A. No.

Q. Flipping back to PX-1, in making these back wage computations in PX-1, do you refer to all of the records that Sun Valley provided in terms of payroll or only some of them?

A. I refer to the ones that were provided to me.

Q. Did you transcribe information from all of those records?

A. I did.

Q. Did you follow the same practice in transcribing information from those payroll records for all of the workers?

A. That's correct.

MR. GLICK: Your Honor, just as an evidentiary matter, I would move to admit PX-1. I mean, it's admitted, but specifically as a summary of voluminous records pursuant to Rule of Evidence 1006.

JUDGE TIMLIN: Okay. Wait, I'm lost. Tell me again what you're doing.

MR. GLICK: Apologize for that.

JUDGE TIMLIN: You're moving to -- it's already in, and --

MR. GLICK: It's in evidence, but I specifically wanted to make a record that this can be treated as a summary of voluminous records under Rule of Evidence 1006. The computations are, I believe the witness has testified, a transcription of the full payroll records. We have those full payroll records and informed they were provided, available for

reference to the Court under Rule 1006. They take up multiple binders.

JUDGE TIMLIN: Mr. Schulte?

MR. SCHULTE: Were those binders provided? Are those otherwise in --

MR. GLICK: So the full copies of the payroll records produced from Sun Valley to us and we have them -- there's a copy available for inspection under the rule, and I think --

JUDGE TIMLIN: They weren't produced to me.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay. What he's saying is, you guys produced voluminous records, which Mr. Perez has testified he transcribed and reduced into this summary of back wages owed, and they don't want to have to give me all of the payroll records as -- and enter all of the payroll records into evidence, so they just want to admit this as a summary of all the payroll records pursuant to Federal Rule of Evidence 1006. And I'm asking if you have an issue with that. I mean --

MR. SCHULTE: I'm certainly not volunteering you to read all of the binders, but I think that the records speak for themselves. To the extent you had questions, I think it would be fair to go to them rather than -- this is kind of a second or third-hand version of it. It's already introduced as evidence, so it -- for whatever weight you want to give it, it's there.

JUDGE TIMLIN: Right. I mean, I guess --
MR. SCHULTE: The concern is just precluding review of anything else. To the extent that this is to the exclusion of any records, I don't think that's appropriate, but I think that for what it purports to say, it is what it is.
JUDGE TIMLIN: But is -- are you two going to take the position that the summary, in some way, is inaccurate or that the --
MR. SCHULTE: Yes.
JUDGE TIMLIN: -- calculations are inaccurate?
MR. SCHULTE: Yes.
JUDGE TIMLIN: Then are you prepared to put -- then you would have to, it seems to me, enter into evidence whatever payroll records you're relying on to show that it's inaccurate.
MR. SCHULTE: Okay.
JUDGE TIMLIN: Okay?
MR. SCHULTE: Exactly. That's fine.
JUDGE TIMLIN: Okay. Because -- okay. All right. I understand what -- okay.
MR. GLICK: Just so the record is clear what we're talking about, I just want to understand, is there a ruling on our request?
JUDGE TIMLIN: Yeah. I'm going -- I mean, I will admit it as a summary of voluminous records, subject to the employer showing me that there's some inaccuracies in the

summary.

MR. GLICK: Understood, Your Honor.

JUDGE TIMLIN: Okay? So I'm going to admit it as a summary of the payroll records, but I'm giving you the opportunity if there's inaccuracies in the summary, you certainly should present --

MR. SCHULTE: Exactly.

JUDGE TIMLIN: -- the original documents and show me how it's wrong.

MR. SCHULTE: That's all I was asking. I wasn't expecting --

JUDGE TIMLIN: Okay?

MR. GLICK: Understood, Your Honor.

JUDGE TIMLIN: Okay.

BY MR. GLICK:

Q. Mr. Perez, Mr. Schulte asked you some questions about what it meant for hours to be offered to a worker. Did Sun Valley maintain any records of the reasons why a worker did not work on a particular date?

A. No, not as indicated in their time records or any other records that they provided.

Q. And do you know if a worker leaves an H-2A employer for any reason, is there -- does the employer need to report that to government agencies?

A. Yeah. They're required to report the absence of the

worker, either termination of abandonment, to State Workforce Agency, and the U.S. DOL, USIS, you know, within 30 days, I believe the rule is.

Q. Are you sure about that number of days?

A. I'm not sure on it. I'm just going off of memory here.

Q. So in Binder 8 now, could I turn your attention to PX-29? PX-29, Page 1062.

A. I'm sorry, which PX?

Q. PX-29.

A. Page?

Q. Page 1062. Now, you were asked some questions about the tires that you inspected. Is the condition of the tread on this tire the same across the whole tire or is it different in any way?

A. It appears to be more worn-out on the front than it is on the backend, on the further part of the picture.

Q. How do you tell that?

A. Well, you can clearly see the tread on the backend of it.

JUDGE TIMLIN: Can you just explain to me what you mean by back and front when I'm looking at these pictures?

THE WITNESS: Yeah. I'm looking at it like -- sorry, I'm looking at it like this.

MR. SCHULTE: Which exhibit are we on, Your Honor?

JUDGE TIMLIN: Okay. So you've turned it so that it's --

THE WITNESS: It's facing --

JUDGE TIMLIN: -- it's horizontal --

THE WITNESS: Yeah.

JUDGE TIMLIN: -- and the Page 29 -- PX-29, Page 1062 printing is actually vertical, not horizontal. Okay. So now tell me what -- still, I want to know what you mean by back and front.

THE WITNESS: Can I just show you on the picture?

JUDGE TIMLIN: No, because if you show me on the picture, it's not going to show up on the record.

THE WITNESS: Okay.

JUDGE TIMLIN: So you have to use your words.

THE WITNESS: So it's the front end of the tire, I would say the right most -- if you're looking at it horizontally, the bottom end of the tire itself, where the tread is less visible than it is on the top end.

JUDGE TIMLIN: Okay. But the top end meaning the top of the picture and --

THE WITNESS: The top of the picture.

JUDGE TIMLIN: -- the bottom end meaning the bottom of the picture.

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: Okay. All right. Go ahead. I'm

sorry, Mr. Glick.

BY MR. GLICK:

Q. And why is it important for -- is it important for all of the tire to have adequate tread?

A. Yeah, in order to maintain stability on a road surface.

Q. And on -- if we could turn the page to PX-29, Page 1063. Is this tire -- is the tread of this tire the same throughout or different in one part?

A. I'm looking at it horizontally again. The tread on the bottom is more worn-out than the one on the top.

Q. And when you say, bottom, is that closer to --

A. The outside part of the tire.

Q. There are some letters and numbers on this page in two places.

A. Okay.

Q. With reference to some of those numbers, could you tell us which part of the tire is more worn-out?

A. The bottom part of the tire, where the numbers DOL01910 are shown, are more worn-out than the other section of the tire.

Q. And when part of a tire is worn-out, does some of it touch the ground more than the other part or equally?

A. Some of it will actually not be touching the ground.

Q. Which part is that?

A. It would be the higher end of it, that's not worn-out. Probably means that the tire itself is imbalanced.

MR. GLICK: I'd like to go to Binder 6 in PX-19, document that Mr. Schulte asked some questions about. Your Honor, I would move to admit PX-19 into evidence based on the foundation laid during the cross of Mr. Hernandez.

JUDGE TIMLIN: Any objections?

MR. SCHULTE: No, Your Honor.

JUDGE TIMLIN: Okay. It's admitted. Okay. Go ahead. You can continue.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 19 was received into evidence.)

BY MR. GLICK:

Q. So I'm on PX-19, Page 809, can you remind us, what is PX-19?

A. That's the translated interview statement of Agustin Hernandez' spouse, Elia Pinon.

Q. I'm looking about eight lines up from the bottom of Page 809, there's a sentence that begins, "Workers are not", in the middle of the page. Could you begin reading at that point, please?

A. Sure. It indicates, "Workers are not allowed to

enter the kitchen to cook their own meals. We sometimes give the workers permission to use the microwave to reheat the food in the kitchen." You want me to continue?

Q. For two more sentences, please.

A. Okay. "The workers are not allowed to put their own food in the refrigerators in the kitchen. The kitchen is always closed, except when we are cooking the meals."

Q. And if you could turn the page, please, to Page 810.

A. Okay.

Q. The sentence four lines down, the sentence beginning, "Felix and I", could you please read that --

A. Sure.

Q. -- those next two sentences?

A. Sure. "Felix and I are the only" -- I'm sorry -- "the only ones who have keys to open the kitchen door. If a worker needs to use the kitchen to reheat food, Felix will allow them to enter the kitchen, but he stays with the worker the entire time."

MR. GLICK: Thank you. Your Honor, I may have no further questions. I just wanted to also extend our request about the summary of voluminous records to PX-2. If there's any foundation further that's required, I could ask Mr. Hernandez those questions, but this is, you know, further transcription of those voluminous records, specifically the number of hours worked according to Sun Valley's own payroll

records, where the witness has so testified.

MR. SCHULTE: Same arrangement, Your Honor.

JUDGE TIMLIN: Okay. So again, I will admit PX-2 pursuant to Federal Rule of Evidence 1006, as a summary of voluminous records, subject to the -- having the opportunity to show any inaccuracies by presenting the full records.

MR. GLICK: Thank you, Your Honor.

JUDGE TIMLIN: Okay?

MR. GLICK: I have no further questions at this time.

JUDGE TIMLIN: All right. Recross.

MR. SCHULTE: Just a couple, and I promise to keep it quick.

RECROSS EXAMINATION

BY MR. SCHULTE:

Q. On the same page, before -- did you close it already? Oh, shoot.

A. Yeah. I'm sorry.

Q. That's okay. So PX-19, Page 810.

A. Yes.

Q. Go to the very beginning of the fourth line, can you just read that first sentence.

A. I'm sorry, which line?

Q. Line 4, very beginning.

A. "My husband"? Is that --

Q. No. I have it as, "None of the workers."

A. Oh, I'm sorry. The next line. "None of the workers have asked me to use the kitchen to cook their own meals." Do you want me to continue or?

Q. Nope. That's good.

A. Okay.

Q. Do you have any training in automotive repair?

A. No.

Q. Tire operations?

A. No.

Q. Engineering?

A. No.

Q. Okay. What's the tread depth on Page 1063?

A. Oh, PX-19?

Q. Yep. No, Page 30. 29, rather. I'm sorry, 29. It's going to be Volume 8.

A. What was the -- I'm sorry, what was the --

Q. 1063.

A. 1063. I'm sorry, what was the question?

Q. How deep is the tread there?

A. You can't tell.

Q. Okay. Is that the relevant standard for MSPA compliance is tread depth, though, right?

A. Yeah, 1/32 of an inch.

Q. Okay. You testified that there were the violations related to 147 workers; is that right?

A. Are you --
Q. Is that -- that was your answer to Mr. Glick.
A. Yeah, I mean, that's in relation to what they pointed out. Yeah.
Q. Right. Were all those workers there at the same time?
A. They were there during various points during the season.
Q. But was there a point where there were 147 there at the same moment or did some leave at different times and others came?
A. I'm not sure. They would --
Q. You don't know how many.
A. Yeah, I'm not sure.
Q. Good enough. Thank you.
A. I think they were there at the same time.
JUDGE TIMLIN: That's it? I think you want to go get your phone? Yeah, you can go get your phone.
Mr. Glick, any redirect?
MR. GLICK: No, Your Honor.
JUDGE TIMLIN: All right. This is -- this goes back all the way to the beginning of your testimony. And I think you said that one of the things you did when you were doing these investigations, you read job orders, payroll, and time records, and I just wanted to be clear that I know what you're

referring to when you use the word job orders.

THE WITNESS: The job orders are the H-2A job orders that Sun Valley filed for in 2015.

JUDGE TIMLIN: And is that -- there's -- that is reflected by some exhibit that's been entered, right?

THE WITNESS: I believe we looked at one of the exhibits. I'm not sure which.

JUDGE TIMLIN: Maybe counsel can help me.

MR. GLICK: I would represent that the job orders are JX-1 and JX-3.

MR. SCHULTE: That's right.

JUDGE TIMLIN: JX-1 and 3. Okay. I just -- it's a term that I'm not familiar with, even though -- but I'm not sure if it's -- You said that when you were inspecting the housing, that you knew because of your prior investigation in 2013 that this housing had been built prior to 1980, and suggested that ETA standards differ based on the date of construction of the building?

THE WITNESS: Yeah. There was different standards that we apply. There's OSHA standards --

JUDGE TIMLIN: Okay.

THE WITNESS: -- which are any buildings erected after 1980 or if there's been like significant modifications made to buildings. Again, you would consider the OSHA standards.

JUDGE TIMLIN: So OSHA has one set of standards that apply to buildings built after 1980 and one set of standards that apply to buildings built --

THE WITNESS: Yeah, ETA standards apply to buildings built prior to that.

JUDGE TIMLIN: ETA standards.

THE WITNESS: Yeah, ETA standards.

MR. SCHULTE: I'm sorry, Your Honor, just to interject, if it's helpful, when OSHA came online in 1980 -- we had submitted comments when they were proposing a rule change on this last year, so it's not expert testimony, but the Employment Training Administration of DOL had standards for farm worker housing that were already in place when OSHA came online, so they grandfathered in properties that were already in place then, and so just like with ADA or something like that, unless there's substantial changes or new construction, the standards in place when it was built will remain in effect.

MR. GLICK: If I may, Your Honor, just for -- the parties have entered a stipulation regarding a deed that the housing was built, in case that is helpful.

JUDGE TIMLIN: Okay. What was the -- what's the stipulation?

MR. GLICK: It's Paragraph Number 20 on Page 3 of the Joint Stipulation of the Agreed Facts.

MR. SCHULTE: And the standards are roughly the same,

but they're slightly different, as to square footage, things like that, but they're essentially farm worker housing quality standards.

JUDGE TIMLIN: Okay. And the stipulation that gives the date that it was built, does it also -- is there also a stipulation that there was no major modifications so that these prior -- that these ETA standards would be the applicable standards?

MR. SCHULTE: If there wasn't, I'm happy to do one on the record now.

MR. GLICK: No objection. Our position is that the ETA standards apply.

JUDGE TIMLIN: So the stipulation, basically -- so our stipulation is basically that the -- it's the ETA standards that apply.

MR. SCHULTE: Correct.

JUDGE TIMLIN: Okay.

MR. SCHULTE: And that's what used by the New Jersey Department of Labor to certify at the beginning of the year and that's what's used by Wage Hour when they inspect.

JUDGE TIMLIN: Okay. I wasn't -- it just was something I didn't know anything about.

MR. GLICK: And just so the record is clear, the Administrator has agreed to the stipulation about the ETA standards applying. I know Mr. Schulte made other comments

that I don't specifically --

MR. SCHULTE: Oh, I'm sorry. Yeah, I meant to limit my -- to that comments, Your Honor.

JUDGE TIMLIN: Yeah. The stipulation is just that this was housing that was built prior to 1980 and that the ETA standards apply to the housing. We're happy with that?

MR. GLICK: Yes, Your Honor.

MR. SCHULTE: Without major changes since then, to the extent that that's useful.

JUDGE TIMLIN: Right. Without major -- are you able to stipulate without major changes?

MR. GLICK: Yes, Your Honor.

JUDGE TIMLIN: Okay. All right. Can we look at Exhibit 33 -- and I'll tell you right now, I have no idea what binder this is. Oh, it's Binder 9.

THE WITNESS: 33, Your Honor?

JUDGE TIMLIN: Yeah. And let's look at specifically, Page 1089. Okay. Oh, no, let's not look at 1089. That's not going to help with my question. Actually, look at 1087. And I'm kind of -- I started by referring to 1089, because 1089 shows the doors that go into the kitchen from that middle area that we can see on 1087 where the tables are, right?

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. And one of the things that you said is that there's no doors from the dormitories into the --

where the sleeping quarters are. Maybe I shouldn't say dormitory. There's no doors from the sleeping quarters into the kitchen, that they would have to come out of the sleeping quarters, go into that kind of open area where the tables are, enter the kitchen through those two doors.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: So my question is, that makes sense to me for the sleeping quarters that are on the left, but there's also sleeping quarters on the right of the picture, right?

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Are there doors from the sleeping quarters on the right into the kitchen?

THE WITNESS: No, there are not.

JUDGE TIMLIN: Okay. That's what I wanted to know. And I don't know that I remember where this picture was, which picture this was, but there was a picture -- oh, okay. Looks like it's Exhibit 28, which is probably Binder 8. And looking at Page 1056, which shows these -- the two mattresses that are on the floor, and the question that I had was, did you observe any -- looking at -- did you observe any -- because it looks like they are metal bunk beds, did you observe any metal bunk beds that did not have mattresses on them?

THE WITNESS: I do not remember, Your Honor.

JUDGE TIMLIN: You inspected in 2013, and you saw the housing, and you testified that you saw, at that time, similar

issues involving these garbage cans without lids, and windows without screens, but my question is, between 2013 and 2015, would you say that those issues, the lack of complete screens, unbroken screens, and the garbage cans without lids, had those conditions gotten better, worse, or stayed the same?

THE WITNESS: I'm sure they probably stayed the same. I'm not really -- can't necessarily speak to them.

JUDGE TIMLIN: Okay. I was just thinking --

THE WITNESS: Yeah.

JUDGE TIMLIN: -- about in terms of what you saw. You think, essentially, it was kind of the same.

THE WITNESS: I would say so, Your Honor.

JUDGE TIMLIN: What language did you interview Elia Pinon in?

THE WITNESS: Spanish, Your Honor.

JUDGE TIMLIN: When you interviewed Mr. Hernandez, what language did you interview him in?

THE WITNESS: I didn't interview him.

JUDGE TIMLIN: Okay.

THE WITNESS: I was present for his interview.

JUDGE TIMLIN: Mr. Crudup interviewed him.

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: What did he interview -- what language --

THE WITNESS: English, Your Honor.

JUDGE TIMLIN: Does Mr. Crudup speak Spanish?

THE WITNESS: No, he does not, Your Honor.

JUDGE TIMLIN: Okay. Did you get any information from either Mr. Hernandez or Ms. Pinon about why there were weeks where the cost was $80 as opposed to weeks where the cost was $75?

THE WITNESS: No, I don't remember there being a reasoning for it, a justification, I would say, Your Honor.

JUDGE TIMLIN: It just was what it was.

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: But they agree that there were certain weeks there was, like -- and it looks from your payroll records that maybe it was, like, three weeks there in June.

THE WITNESS: Yeah. It wasn't necessarily clear based on the records that Mr. Hernandez provided, whether it was two or three weeks. I believe in his interview statement, as we were taking it, he had indicated that it was two weeks, Your Honor.

JUDGE TIMLIN: Okay. You made an interesting comment at one point when you were testifying about the workers paying other workers $10, $15 in order to be transported to the closest town, and what caught my ear was that your testimony was that Agustin Hernandez' employees charged $10 to $15 to the workers to be transported to the closest town. Did he have employees that were separate and different from Sun Valley's

employees?

THE WITNESS: No, what I meant by that was, Your Honor, is when Sun Valley separates the workers from the ones that Agustin Hernandez would recruit to come work at the farm as opposed to the H-2A workers, which Agustin Hernandez did not recruit to come work at the farm. That's what I mean by Agustin's workers. It would be the --

JUDGE TIMLIN: So they're domestic guys?

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: And he -- and when you say "he recruits," explain how that works.

THE WITNESS: According to Agustin Hernandez, he would contact -- he's been working at the farm for a significant amount of years.

JUDGE TIMLIN: Yeah, I think he said 27 years.

THE WITNESS: Yeah. He's been working there for -- so he knows when the season starts. He has a lot of contact with a lot of migrant agricultural workers that he calls prior to the season starting, just to make sure that they know to be there at a certain time. So he contacts them by phone when he's in New Jersey, and he lets them know, you know, I need you to be present in New Jersey at this time, on this date, to commence working. He's got a -- that's what I refer to as Agustin's employees.

JUDGE TIMLIN: Okay. And they're -- so they were

already in the country, they've maybe gone to some other location for other agricultural work, and he -- but he's used them before, so he calls them up and says, hey, come down and start, this property's almost ready, and they come down.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: And then there's these other employees that come in just for the season through the H-2A program that he doesn't know because he didn't recruit them.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Got it. And that's why you called them his employees.

THE WITNESS: Yeah. The payroll is actually -- that Lisa Justice provided, some of them would differentiate Agustin workers from -- that was their designation, Sun Valley Orchard's designation, Agustin's workers, as opposed to H-2A.

JUDGE TIMLIN: Right.

MR. SCHULTE: Your Honor, I'm sorry, not an objection, but I mean, just to interject, I think his testimony was that he also recruited some -- or identified some of the H-2A workers.

JUDGE TIMLIN: Right. Okay. He may have.

MR. SCHULTE: Right.

JUDGE TIMLIN: But what I want to make -- what I wanted to be clear is, they're still Sun Valley employees, they just -- you call them his workers because he recruited them.

THE WITNESS: Yeah.

JUDGE TIMLIN: But they're still people on Sun Valley's payroll.

MR. SCHULTE: Yeah. I think they meant domestic, or something like that.

JUDGE TIMLIN: Right. Okay.

THE WITNESS: Yeah, corresponding workers.

JUDGE TIMLIN: Yeah. Okay.

MR. SCHULTE: Yeah.

JUDGE TIMLIN: That was what I was trying to figure out. Okay.

You said you were very fluent in Spanish and I just wanted to know, is Spanish your first language?

THE WITNESS: Yes, it is, Your Honor.

JUDGE TIMLIN: Can we look at Exhibit 33, which is in Binder 9, Page 1094? And you will probably -- to help me with this, you're probably going to have to also reference Page 1085. 1094 shows a picture of cans piled against the cinderblock wall, and you testified that these were cans outside the dormitory, directly across from the housing. So then if we look at Page 1085, can you tell me in relationship to 1085, or maybe there's a better picture even, but can you tell me in relationship to 1085 or 1086, where the cinderblock wall with all the cans were?

THE WITNESS: Certainly, Your Honor. If you're

looking at the left-most part of the block building?

JUDGE TIMLIN: Okay. On 1085.

THE WITNESS: On 1085. It's directly across from there, on the opposite side, so it would be exactly as you're pointing to on your left shoulder.

JUDGE TIMLIN: Okay. So off of the -- out of the picture, not behind the building, but in front of the building, because you've got this building, you've got some cars and trucks parked in front of it -- well, three cars, one truck -- and you're saying if you were approaching the building, you'd be approaching from where this cinderblock area is with all the cans.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay.

THE WITNESS: It's a little bit further back to the -- a little bit further to the left as well.

JUDGE TIMLIN: So look at 1086, and on the right-hand side, we have the bathhouse, right, the shower, bath facilities, is it -- was that cinderblock wall kind of across from that bathhouse or was it still further back away from the dormitories?

THE WITNESS: It was further back. It was a little bit further back from there.

JUDGE TIMLIN: Okay. So is this area where this dormitory is, is it like a fenced in with a cinderblock wall

around it?

THE WITNESS: I'm sorry, the --

JUDGE TIMLIN: Or I'm trying to picture the cinderblock, because this -- is there a wall around the whole kind of area where the housing is, like a --

THE WITNESS: Like a fence surrounding the entire -- no, there isn't. It's actually right behind this block building here, it's asparagus fields --

JUDGE TIMLIN: Um-hum.

THE WITNESS: -- to the left of it, there's peaches that are grown. If you're coming off the street, you actually have to go up a slight hill, very slight, right into the worker housing, and when you actually drive into the worker housing, this is what you see. You're driving up this center part here.

JUDGE TIMLIN: And do you see this cinderblock area with all the cans?

THE WITNESS: As you're driving into it, it's to the left-hand side.

JUDGE TIMLIN: Okay.

THE WITNESS: It's something that you see. It's the square cinderblock area.

JUDGE TIMLIN: Okay. In talking about transportation, and the buses -- and this might be just a term of art, but you used it, I didn't -- I'm not familiar with, you said that you saw them use the buses to transport workers over

road surfaces, and I wanted to know what you meant by road surfaces.

THE WITNESS: What I refer to over road surfaces, Your Honor, is asphalt surfaces. These are roads, paved road, not farm property.

JUDGE TIMLIN: Okay. So basically you're talking about actual roads off the property of the farm.

THE WITNESS: That's --

JUDGE TIMLIN: Because, I mean, it's possible that there could be asphalt roads on the farm. I don't know that there are or there aren't, but that's not really what you're talking about. What you're talking about is, they took these vehicles off of the farm property and rode them down the streets of whatever town this farm is in to move them -- move the workers to different fields.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. That's what you meant. Okay.

MR. SCHULTE: Just one more quick interjection. We have a Google Earth picture that will kind of orient the building to the cans, if it's helpful. It's not an exhibit, but just for your mind, if it helps to --

JUDGE TIMLIN: Yeah. No, that's okay. I think the testimony was fine.

MR. SCHULTE: Okay.

JUDGE TIMLIN: I just want to, when I look at the

pictures with the transcript in front of me, understand where we're looking at. I want to look at 29, which is in Binder Exhibit 28, and the first page is the one school bus, but then you have one, two, three, four, five, six pictures of tire tread, and I think you said something about three worn tires, and what I was trying to understand is, were there three tires on this one vehicle, three vehicles that had bad tires? It wasn't clear to me.

THE WITNESS: Certainly. It's actually -- it was three individual tires on three separate vehicles. So it was one tire per vehicle.

JUDGE TIMLIN: And how will I know which vehicle which tire is for?

THE WITNESS: I'm not sure that's clear from these pictures. I took them in -- when I'm taking these pictures, I'm taking them as I'm taking the pictures of the vehicles?

JUDGE TIMLIN: Right.

THE WITNESS: So it would be associated with a certain vehicle. As I'm conducting the inspection -- or vehicle, I take a front side picture of the vehicle, I take a rear side picture of the vehicle, and then I take any violations, if any violations are identified in there subsequently, so I can't necessarily pinpoint using these pictures.

JUDGE TIMLIN: And this -- the vehicle that we have

the picture of that has the -- that you took the picture of taillight, that's not necessarily one of the vehicles that had bad tires.

THE WITNESS: I don't recollect.

JUDGE TIMLIN: You don't remember. Okay.

THE WITNESS: I do not remember.

JUDGE TIMLIN: But it was only --

THE WITNESS: It was one tire on three vehicles.

JUDGE TIMLIN: It was three different tires -- three individual tires on three separate vehicles.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: One tire per vehicle.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. I believe we'll look at PX, I think it's, 1 -- because I really want to understand. One question, you talked about hours offered and there were lots of questions about hours offered. There's a column that talks about hours worked and I'm trying to figure out the relationship between -- I don't know what you mean by hours offered in relationship to hours worked. So if you could --

THE WITNESS: You want me to --

JUDGE TIMLIN: Yes.

THE WITNESS: Yeah, you want me to explain using this chart?

JUDGE TIMLIN: Yeah.

THE WITNESS: So what I mean by hours worked is the hours that were actually worked by each individual worker during the growing season, according to payroll records and time records provided by Sun Valley Orchards, Your Honor.

JUDGE TIMLIN: Okay. And that would mean that for every -- so you look at their payroll records and, say, just taking the first guy, Mr. Salso (ph.), it says, 107 hours worked, and that means that on his -- on all the payroll records for Mr. Salso, if you counted up all of the hours that he got paid for, it was 107.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: And that would be over the course of the time, and if there were times when he didn't work because he was sick or injured, that they wouldn't -- those hours wouldn't count into his hours worked because he didn't get paid for them.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. So then when you guys started talking about -- and really, all of you guys were talking about it -- hours offered, what does that mean?

THE WITNESS: With regards to hours offered is that the H-2A employer is required to offer a certain amount of hours to the worker and be able to record those hours offered to the worker, so that they meet the responsibility of the 3/4 guarantee at the end of the season. What we regard to as hours

offered is simply the hours that the worker is offered by the employer, you know, to work.

JUDGE TIMLIN: And is that reflected in the job order?

THE WITNESS: The job -- yeah, Your Honor. The job order indicates 40 hours offered per week, at a minimum.

JUDGE TIMLIN: Okay. At a minimum. That if you come here on this job offer from Mexico to New Jersey, we're offering you 40 hours a week for the period of time from the beginning date on the job offer to the end date on the job offer.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: And that's what you mean by hours offered.

THE WITNESS: Yeah. That's correct, Your Honor.

JUDGE TIMLIN: Okay. And so -- and the H-2A regulations, your understanding of the H-2A regulations is that the employer is required to pay 3/4 of whatever that hours offered is based on the beginning date and the end date.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. But the beginning date isn't necessarily the beginning date on the job offer; it's the beginning date that the guy showed up ready to the work.

THE WITNESS: That's correct. According to the regulations, the clock starts on the 3/4 guarantee, and Mr.

Schulte spoke to it briefly, that it starts the day after they show up on the property, Your Honor.

JUDGE TIMLIN: Okay. So one of the guys testified that -- I think, yeah, I think one of the guys -- one of the workers testified that they came and there were a couple days that they weren't working -- they came here, there were a couple days that they weren't working, then they went out to the fields and started working.

THE WITNESS: Okay.

JUDGE TIMLIN: And it would be -- and it's your understanding of the regulations that, not the day that they came here, but the next day, whether they were working or not, that's when the clock starts.

THE WITNESS: Yes, Your Honor.

JUDGE TIMLIN: Okay. So 24 were these payroll summary exhibits, and I think we looked at Page 933.

THE WITNESS: I'm sorry, PX-24?

JUDGE TIMLIN: PX-24, Page 933. We were looking at Mr. Eslas Larraga at the top of the page. And --

THE WITNESS: I'm sorry, what page is that, Your Honor?

JUDGE TIMLIN: 933.

THE WITNESS: 933.

JUDGE TIMLIN: And this is a company payroll summary, so maybe you don't know the answer to this, but I'm hoping you

do, since we would move along. So if you look at Mr. Eslas Larraga and we see that on 4/29 in 2015, is a Wednesday, there's something that says, "Total Time: 9, REG: 9, Pieces: 11, Pieces REG: 11", and then "Total Amount: 101.61. And is there a difference between total time and the REG time?

THE WITNESS: I believe that the total time and REG time, the REG time is the total time that they worked, the -- I'm sorry, and that's confusing, because of the wording, Your Honor, but total time would indicate the hours worked according to piece rate paid and, I mean, if that's incorrect, I'd like clarification.

JUDGE TIMLIN: Okay. I'm not getting that. Okay. I'm still not fully understanding what --

THE WITNESS: So the total time, and it's difficult because the total time is actually not total time. The total time would be the piece rate paid time that the employee might have worked, and the regular time is the total hours actually worked.

JUDGE TIMLIN: Okay. And then what's this "pieces" and "pieces REG" mean?

THE WITNESS: I believe that's in reference to when they're piece rate paid, Your Honor.

JUDGE TIMLIN: So I'm just -- I mean, what I'm trying to figure out is, if you were calculating out back wages, I can't figure out, looking at this, what his hourly rate was,

what -- how many hours he --

THE WITNESS: The better --

JUDGE TIMLIN: -- actually worked. I mean, maybe there's a better one than Mr. Eslas Larraga that you can show me what's going on.

THE WITNESS: Well, I mean, you can even look at the one underneath and Juarez -- I'm sorry, Javier Juarez Hernandez?

JUDGE TIMLIN: Um-hum.

THE WITNESS: If you notice, the left-hand column where it says, "Total Time", and the right-hand column, where it says, "REG", match identical.

JUDGE TIMLIN: Okay.

THE WITNESS: And at the bottom, it totals out the hours, 59 -- 54.75. So the time rate was $11.29 per hour. The payroll -- the other payroll summary is better to look at. This is actually confusing because it's got too many listings, Your Honor.

JUDGE TIMLIN: Okay. So --

THE WITNESS: I'm not sure if I can --

JUDGE TIMLIN: Because, you know, then I see things that -- I mean, going back to Mr. Eslas Larraga, I see Saturday, May 2nd, "Total Time: 2, Regular Time: 12".

THE WITNESS: Yeah. So the total hours worked for that day would be 12 hours. According to this, he was employed

as a piece rate paid employee for two hours.

JUDGE TIMLIN: Oh, so -- okay. So, wait. So they're not paid as a piece rate worker for all of the hours that they work there, only paid as a piece rate worker for maybe some of the hours?

THE WITNESS: Sometimes, yeah. When they're -- if they're working as a piece rate paid, they would be paid the piece rate pay, and then those hours would be separated out from the hours that they would be working just not piece rate paid.

For example, if workers are paid on a piece rate bases, maybe they're picking peppers, for example. When they're working on an hourly rate, maybe they're doing something else as --

JUDGE TIMLIN: Planting.

THE WITNESS: -- planting, pruning, you know, things of that nature, Your Honor.

JUDGE TIMLIN: Okay. Okay. Back to Binder 1, Plaintiff's Exhibit 2, which is the one that talks about the -- this is your calculation for meals, drinks, and beer. And I understand what you did for meals, because we took either the $75 or the $80 and just used that. On drinks, you talked about -- you took an average number of drinks per -- from your interviews, from the information you gathered, you figure out kind of an average number of drinks the guys were drinking

every day, and I guess an average cost for these drinks based on your information. The profit -- and then you said they only charged based on the profit and I'm trying to figure out how you got to 3868 as a profit number.

THE WITNESS: Well, 3,868 would be the total charges that they purchased the drinks at.

JUDGE TIMLIN: So then you're not charging just for the profit.

THE WITNESS: No, for the total amount of the drinks.

JUDGE TIMLIN: That's the -- so the drinks, it was for the entire amount of the drinks?

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: That wasn't a profit-based thing. But in beer, you said you just charged for profit?

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Why did you distinguish between drinks and beer?

THE WITNESS: I mean, for the purpose that Mr. Schulte indicated, for subsistence, you know, a beer -- maybe beer can be a choice, as opposed to --

JUDGE TIMLIN: But you still made this assumption that everybody was drinking -- you averaged out -- I mean, some people may not have been drinking, some people may have been drinking, but in order to make this -- in order to be able to do this at all, you made an assumption that there was an

average amount that workers were drinking in terms of beer and gave that to everybody.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: But how did you get to an 18 -- how did you conclude that $18.20 was the weekly profit on beer?

THE WITNESS: So I was able to determine the profit per unit based on the amounts I determined that they were purchasing, that, you know, you can visit a local wholesaler and purchase the beer at. I divided the amount of units in that box of beer, Your Honor, and I divided it by the amount that was -- that it was purchased at, you know, that I assumed that it was purchased, and that gave me an actual cost.

So I took the amount that workers indicated purchasing beer from Agustin Hernandez, I believe it was $2 per beer, per can, and I subtracted one figure from the other, and that gave me the actual profit that was made by Agustin Hernandez from the selling of the beer per unit.

I then multiply that times the average that workers told me that they would purchase per day, which I believe it was two, Your Honor, and I multiply that number times the days in the week, which is seven, Your Honor.

JUDGE TIMLIN: With the understanding that some guys might not have bought any beer and some guys might have had many, many more than two.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. And if I sat down and looked at your picture of your Coors and figured out the amount, that that would be how I would get to that $18.20.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. On the same exhibit, you took kind of this set amount for meals, set average amount for drinks, set average amount for beer, and then for, say -- so for Mr. -- the very first guy, Carlos Cruz Reyes, you also have a notation there under payroll hours worked that the first week he worked 4 hours, then worked 27, then he worked 84. Did the number of hours worked affect your calculations in terms of back wages owed for drinks, beer, and meals?

THE WITNESS: No, Your Honor.

JUDGE TIMLIN: Okay. That's just there -- so that that total for Mr. Cruz Reyes of 949.48 hours worked does not bear any relationship to the back wage amount of $2,125.08.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. So basically you were just, for each week that the guy was there, regardless of how -- for each payroll week that the guy was there, regardless of how many hours they actually worked, they would've been kind of assessed the same charge for meals, average charge for beer, average charge drinks.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. And this is just your

understanding of the way the regulations work, right? H-2A has this 3/4 guarantee, and if a worker leaves for truly personal reasons, like, you know, they get a call, their mother is sick or dying, they need to go back to Mexico, and the company does what they're supposed to do, they notify the -- they notify all these agencies, USIS, and DOL and the State Workforce Agency, that this guy is leaving because he has a family illness and he needs to leave, does that then cut out that 3/4 guarantee?

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. So if they left for personal reasons, there's no liability for the 3/4 guarantee.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: But if -- okay. So when you went back in August, was it just to return documents? Did you gather any new documents when you returned in August?

THE WITNESS: No, I was just in the area to return the receipts that had been provided to me by Agustin Hernandez and, I'm sorry, I made photocopies of them, and I returned -- I actually had contact with Agustin and I asked him where he wanted for me to leave the documents, and he indicated leaving them with his wife at the kitchen, and that's why I went to the kitchen and I returned the documents to her.

JUDGE TIMLIN: And what was your purpose for going back in September?

THE WITNESS: I requested the entire season payroll

and time records for Mr. Russell Marino, Jr.

JUDGE TIMLIN: Right. And they hadn't -- they weren't ready in July because the season was --

THE WITNESS: It was, the season wasn't ended yet, Your Honor.

JUDGE TIMLIN: Okay. If you had gone to Shop-Rite, which is a retail place, rather than Costco, which is a wholesale, you expect the price of the drinks and the beer to be different?

THE WITNESS: Yes, I would say so.

JUDGE TIMLIN: In what way?

THE WITNESS: They would probably not sell as large quantities as a wholesaler would.

JUDGE TIMLIN: And so how would that affect the cost?

THE WITNESS: The cost would actually be higher.

JUDGE TIMLIN: So by using --

THE WITNESS: Per unit. I'm sorry. Per unit.

JUDGE TIMLIN: The cost per unit would be higher at a retail establishment.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: So by using the wholesale, you were going for a lower cost per drink.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Which -- okay. That would mean the profit would be higher.

THE WITNESS: The profit would be higher. Correct, Your Honor.

JUDGE TIMLIN: Got it. Okay. We talked about the workers who left in May. You said some were terminated and some left because of the conditions, the working conditions. If they left because of the working conditions, not because they were terminated, would that still entitle them to the 3/4 guarantee?

THE WITNESS: Yeah, that means they were constructively discharged.

JUDGE TIMLIN: Okay. So you see that as a constructive discharge. Okay. So in your view, even though you said you think that there were different reasons that workers left in May, all of the reasons would still have not -- would still -- required the employer to pay the 3/4 guarantee.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. So it doesn't matter which of the 19 left for which reason.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: What, if you know -- and this is kind of talking about Mr. Eslas Larraga -- is there some understanding that the regulations require, H-2A regulations require the employer to report whenever an employee is no longer there, no longer working there? If they don't report it, what's the remedy for -- what's the government's remedy if

they don't report it?

THE WITNESS: If they don't report it, it means that the government itself has never been informed of the whereabouts of a particular person, so they would be out of status of sorts.

JUDGE TIMLIN: But -- okay. I didn't -- maybe I didn't ask the best question.

THE WITNESS: Are you referring to as to why we would determine --

JUDGE TIMLIN: Yeah. Kind of -- I'm kind of trying to figure out, is there some other -- I mean, you said -- you essentially said, because you -- this guy stopped showing up on the payroll, but you didn't find any notification to the, you know, government agencies for why he stopped showing up on the payroll, so you assessed the 3/4 guarantee. If he had been -- if they had reported that he wasn't there -- that this guy just took off, you know, he abandoned his job and they had properly reported that, there'd be no 3/4 guarantee for him.

THE WITNESS: No, as long as the abandonment was proper; as long as it was the reasons as stipulated to the government that he was no longer employed at the farm.

JUDGE TIMLIN: But I'm wondering, is there some other remedy, some other thing that happens to employers for failure to report someone who leaves the job, besides this 3/4 guarantee.

THE WITNESS: No, from my interpretation of the H-2A regulations, it's pretty clear that, you know, the notice requirement by the employer to different, you know, government agencies, not only state, but federal, I'm not sure there's any additional, you know?

JUDGE TIMLIN: Okay.

MR. SCHULTE: Your Honor, I'm sorry, if it helps, there is a per-day penalty to USCIS, and I believe to the ETA, a different part of DOL, for the reporting requirements to them. The USCIS one is included in their own H-2A rules in 8 C.F.R. 214.2, I think.

JUDGE TIMLIN: Okay.

MR. GLICK: And, Your Honor, we're happy to further brief the reporting requirements. They're not exclusive.

JUDGE TIMLIN: Yeah. Obviously, you're going to brief it, but I'm just trying to get my head around kind of his testimony. The issue on the drinks, is it the -- no, never mind. I know what that is.

MR. GLICK: Your Honor, I don't want to interrupt the line of questioning, but I do want to talk about a scheduling matter, if --

JUDGE TIMLIN: Yeah. Okay.

MR. GLICK: My understanding is that the Administrator's last witness has an appointment tomorrow with a government agency, and I'm just trying to get a little more

information about her schedule.

MR. HEYMAN-KANTOR: Yes. She has an appointment tomorrow morning that she can't miss.

JUDGE TIMLIN: And who's your witness?

MR. HEYMAN-KANTOR: It's the District Director who's involved in assessing civil money penalties.

JUDGE TIMLIN: Okay. And she -- how long is her appointment?

MR. HEYMAN-KANTOR: I don't know length of time. I don't think it's near here.

JUDGE TIMLIN: Oh, it's not near here. Well, we're clearly not going to get to her today.

MR. SCHULTE: How long would her testimony be on the calculations?

MR. HEYMAN-KANTOR: I might be able to adjust it somewhat, but I anticipated about an hour for the direct, but there might be -- we could talk and --

MR. SCHULTE: I think the calculations have been provided. I think -- was that an exhibit? Was that a joint exhibit? It was certainly a party exhibit. So, I mean, kind of the line-for-line numbers kind of speak for themselves. If there's something that's not reflected on the page that she could shed light on or, you know, flesh out, that's one thing, but --

MR. HEYMAN-KANTOR: She would talk primarily about

how the factors were considered and why --

JUDGE TIMLIN: Right. So we do have to put that evidence on, what factors were considered, and I do have to do that, and then you have a right to cross-examine here. I mean, there are other ways of getting her testimony besides her showing up here tomorrow, if that's -- if she has a meeting that she can't miss. Let's go off the record.

(Off the record at 6:03 p.m.)

(On the record at 6:16 p.m.)

JUDGE TIMLIN: Okay. So we tried to deal with some administrative issues, which we have not completely sorted out.

Was there a difference in terms of the drinks per day between what the workers were telling you and what Mr. Hernandez and Ms. Pinon were telling you?

THE WITNESS: No, the average that I actually determined, that I used, was actually right in line with what Mr. Hernandez and Ms. Pinon indicated.

JUDGE TIMLIN: What did they tell you?

THE WITNESS: I believe they said four. Elia Pinon indicated anywhere between 4 and 8. And I think the average used was somewhere in lines of 4.4, or something to that effect.

JUDGE TIMLIN: Okay. So should we keep going or do you guys want to start with him tomorrow morning? Do you want to finish his --

MR. GLICK: It's fine with the Administrator. I would like to ask, obviously, counsel as well, but with the witness.

JUDGE TIMLIN: Yes, can we keep going and finish with Mr. Perez today?

MR. SCHULTE: Yes, please.

JUDGE TIMLIN: You guys can all hang on?

THE WITNESS: Thank you, Your Honor.

JUDGE TIMLIN: Sure. Okay. So what redirect do you have Mr. Glick, after -- based off of my questions?

MR. GLICK: Understood, Your Honor. I'd like to pass up a calculator to the witness.

JUDGE TIMLIN: Sure.

REDIRECT EXAMINATION

BY MR. GLICK:

Q. I'd like to go to PX-27, Page 1044. Are you on Page 1044, Mr. Perez?

A. I am.

Q I believe it was your testimony that you divided the price by the number of units to determine the per unit cost of the beer; is that correct?

A. That's correct.

Q. Could you please use the calculator to divide -- well, what is the price of the beer in Page 1044?

A. For a 30-pack case of 12-ounce beers, it indicates

$20.99.

Q. Could you please use the calculator to divide 20.99 divided by 30?

A. Okay.

Q. What's the total on the calculator?

A. 0.699966, and so on and so on.

Q. What does that round to, to the nearest cent?

A. Seventy cents.

Q. And could you clear out the calculator, please? I'm going to ask you another question in a moment. I'd like to turn your attention to, in Binder 1, PX-2, Page 2.

What was the amount of weekly back wages you determined for beer for each worker?

A. $18.20.

Q. And am I correct that your testimony was that the price of the can you used in these calculations was $2?

A. That's correct.

Q. Could you please use the calculator to do 18.20 divided by 2, and then is it fair to say there's 7 days in a week?

A. I would hope so.

Q. And then divide it by 7.

A. Okay.

Q. And what's the amount on the calculator?

A. 1.3.

Q. What is $2 minus 70 cents?
A. 1.3.
Q. That math I just took you through, is that the way that you computed the profit for beer?
A. That's correct.
Q. And the $18.20 back wages?
A. That's correct.
Q. Now, you talked a little bit about wholesale stores, do you remember that?
A. I did.
Q. When you say a wholesale store, or when you talked about wholesale stores today, what kind of store do you mean?
A. In regards to places in the lines of Costco, B.J.'s, places that sell large quantities of items at a lower price.
Q. Are those places that members of the public can enter?
A. Yes.
Q. To buy things -- can people buy things for their personal use as opposed to for business use?
A. Yes.
Q. And did Agustin Hernandez shop at one of those kinds of stores in 2015?
A. Sam's Club, I believe, is the one he used.
Q. Now, in Binder 9, I'd like to turn your attention to the last exhibit, PX-41, marked PX-41, at this point, for

identification, Page 1227.

A. PX-41?

Q. That's right.

A. And which page?

Q. PX-41, Page 1227.

A. Okay.

Q. Do you recognize PX-41?

A. I do.

Q. What is PX-41?

A. It's an email that I sent to Russell Marino, Jr. requesting certain information in regards to the investigation.

Q. When did you send that email?

A. I sent it on September 28, 2015.

Q. And is there another email that's part of PX-41, Page 1227?

A. It's the Russell Marino, Jr.'s response indicating, "No problem, but I thought that would have been the thing we did."

Q. Investigator Perez, does this document, PX-41, refresh your recollection about when you obtained the full set of payroll records that you described?

A. Yes. It would have been in Tuesday, October 6th.

Q. So sometime after September 2015?

A. That's correct. I indicated on the email below, by Tuesday, October 6th.

MR. GLICK: Based on that, Your Honor, I would move to admit PX-41 into evidence.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: No, Your Honor.

JUDGE TIMLIN: Okay. It's admitted.

(Whereupon, the document referred to and previously marked for identification as Plaintiff's Exhibit 41 was received into evidence.)

BY MR. GLICK:

Q. Now, for the remainder of my questions, I want to focus on the -- some of the questions related to the 3/4 guarantee issue, so one of the binders I'd like to use is Binder 1 and the other is Binder 7. And in a moment, I'll refer to specific pages.

MR. SCHULTE: At this point, Your Honor, I'm not sure if we're still within the scope of what you had talked to him about.

JUDGE TIMLIN: So what were you -- I missed what you said you were going to --

MR. GLICK: Sure. So, Your Honor asked him questions about, for instance, the columns on the payroll summary pages, and I wanted to ask some questions that I think may clarify how to read some of these records and also how they would link up

to the computations.

JUDGE TIMLIN: Yeah. Okay. Then he's still on the scope. It's still okay. Yeah, you can continue.

BY MR. GLICK:

Q. In Binder 7, Investigator Perez, could you please turn to PX-25?

A. Okay.

Q. Page 957.

A. Okay.

Q. So on Page 957, I'd like to focus on the worker Rios Baltista con Mateo (ph.).

A. Okay.

MR. SCHULTE: I'm sorry -- oh, sorry, I see it.

BY MR. GLICK:

Q. So you were explaining something about the difference between the total time and the REG columns?

A. That's correct.

Q. How many hours did Mateo Rios Baltista work of the week ending June 9, 2015?

A. According to this record, it indicates he worked 75.50 total hours.

Q. And if you could try to hold your place there and also look at PX-23, Page 869.

JUDGE TIMLIN: 23?

MR. GLICK: That's correct, Your Honor. Comparing

Page 869 to Page 957.

THE WITNESS: I'm sorry, what page on PX-23?

MR. GLICK: 869.

THE WITNESS: Okay.

BY MR. GLICK:

Q. With reference to Page 869, how many hours did Mateo Rios Baltista work the week ending June 9, 2015?

A. According to these records, 75.50 total hours.

Q. Is that the same number as on Page 957?

A. That's correct.

Q. Now, back on Page 957, do you use the total time column at all in calculating 3/4 guarantee --

A. No, I use the regular, which is the total hours worked.

Q. And then, generally speaking, is the red column number higher or lower than the total time?

A. It's actually higher.

MR. SCHULTE: Your Honor, if I can just object to the line of questioning. I don't think we've established, you know, the basis for his knowledge of the operation of this payroll software.

MR. GLICK: There hasn't been made any reference to software, but I believe what I'm trying to do is something the witness has already testified to, is that there's consistency in these records in terms of hours worked across, you know, two

types of payroll run records, as to the number of hours.

JUDGE TIMLIN: And I think -- I might have misspoke the question too; I don't know that he needs to have -- Mr. Schulte, I don't know that he needs to have knowledge about the software.

MR. SCHULTE: Well, just as far as explaining what REG means or what total time means. I mean, we'll put on the Marinos tomorrow, who, you know, purchased and operate the software, and can explain kind of what is represented in the numbers. I mean, his calculations, we've gone through that ad nauseum. I mean, as far as kind of explaining the significance of different numbers, we can talk through that tomorrow.

MR. GLICK: Well, I think it's important to establish while this witness is here, clearly, what records he used, and Your Honor had asked him questions about some of the differences in these columns, and I'm trying to establish the witness' knowledge or familiarity --

MR. SCHULTE: I haven't heard him explain the basis for his knowledge of kind of what each one means, you know, kind of how he knows what the report is speaking to.

JUDGE TIMLIN: I'm not as interested in the basis for his knowledge as to what each one means as I am for what ones he chose to look at when he's calculating out back wages. That, I am interested in, because -- and that's where I kind of lost the question, Mr. Glick, because I thought you referred to

something that I don't even see here, which was, if I'm looking at PX-25, I don't see any reference to total hours worked. I see total time, REG time, total pieces, pieces REG, and total amount.

So I'm overruling the objection, but I'm confused about your question, so if you could maybe -- you probably need to restate it.

MR. GLICK: Fair enough, Your Honor.

BY MR. GLICK:

Q. Investigator Perez, which kind of payroll records did you primarily use in transcribing hours information into the computations?

A. I used a combination of payroll run inquiry check view, which is PX-23.

Q. Were there occasions in which you used other records?

A. On several occasions, there was additional payroll records that were provided by Sun Valley that did not have the payroll run inquiry, that had the hours worked.

JUDGE TIMLIN: Okay. See, when you said, "I used a combination of" --

THE WITNESS: Sorry. I used a combination of payroll run inquiry and --

JUDGE TIMLIN: And?

THE WITNESS: -- the payroll summary, which is the regular hours.

JUDGE TIMLIN: Which is PX-25.
THE WITNESS: Yeah. Sorry, Your Honor.
JUDGE TIMLIN: So you looked at both.
THE WITNESS: I looked at both, but I primarily used the payroll run inquiry.
BY MR. GLICK:
Q. And when you looked at the payroll run inquiry, PX-23, which column did you use to transcribe the hours information?
A. The column stated as hours.
Q. When you used PX-25, or the payroll summary records, which columns did you use to transcribe the hours information?
A. REG.
Q. Why didn't you use the total time column in transcribing the hours?
A. Because the total hours worked is under REGs, not under total time.
Q. Mr. Perez, I believe you were asked questions about circumstances in which a worker arrived at Sun Valley Orchards and did not begin working the very next day, do you remember that?
A. That's correct. Yeah, I do remember.
Q. In that instance, what date did you use to determine the beginning period for calculating the 3/4 guarantee?
A. I still used the date that they first showed up on

the payroll as opposed to the date that they potentially arrived on the farm.

Q. Would that increase or decrease the back wages that you calculated for that worker?

A. That would increase the back wages.

Q. Would it --

JUDGE TIMLIN: What would increase the back wages? The date that they first showed up on the payroll or the day that they first showed up on the --

THE WITNESS: The date that they first arrived.

JUDGE TIMLIN: First arrived. So if you had used the date that they first arrived, that would increase the 3/4 guarantee amount.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. That wasn't -- I'm sorry, when you use things like that, it doesn't make it clear. Okay. Go ahead.

BY MR. GLICK:

Q. And just so the record is clear, you used the date of the -- corresponding to the first pay period on which the worker appeared on the payroll?

A. That's correct.

MR. GLICK: I have no further questions at this time, Your Honor.

JUDGE TIMLIN: Okay. Mr. Schulte?

MR. SCHULTE: I'm be mercifully quick, Your Honor.

RECROSS EXAMINATION

BY MR. SCHULTE:

Q. The Judge asked you a question about the condition of the screens and trashcans in 2013 versus 2015. You said they were about the same. It wasn't the exact same issues, though, was it?

A. No, there were additional issues in 2013.

Q. No, no, I meant the same screens and the same cans. The housing would have been inspected in -- beginning of the 2014 season and the beginning of the 2015 season by New Jersey DOL, right?

MR. GLICK: Objection. It's vague and compound.

MR. SCHULTE: I'll break it up.

JUDGE TIMLIN: Yeah.

BY MR. SCHULTE:

Q. So the housing would have been inspected at the beginning of the 2014 and 2015 season, right?

A. Yes, by New Jersey Department of Labor.

Q. Okay. So that was after your 2013 audit, but before 2015 audit, there were two New Jersey -- investigation, I'm sorry.

A. Thank you.

Q. Investigation. I apologize. There were two inspections by New Jersey DOL in-between those two

investigations.

A. Yes.

Q. Okay. So in order to have passed that inspection, those issues would have had to have been fixed in-between, right?

MR. GLICK: Objection. Speculation.

MR. SCHULTE: If you know.

THE WITNESS: I mean, they would not receive the housing certificate, so workers could not occupy the residence, without, you know, being in good standing order.

MR. SCHULTE: Okay.

THE WITNESS: If that's what you're asking.

MR. SCHULTE: Yes. Thank you.

THE WITNESS: You're welcome.

BY MR. SCHULTE:

Q. You referred to a local wholesaler. Local to whom? You said you went to a local wholesaler to check prices. Local to whom?

A. Local to me.

Q. Okay. And you referred to Agustin's actual profit for beer. Do you mean his estimated profit?

A. I would say his profit from the selling of the beer in regards to adding an adjective to estimated.

Q. It's your word. You used the phrase, his actual profit.

A. His actual profit from the selling of the beer.
Q. Right. Do you know his actual profit?
A. No.
Q. Okay. You have an estimate.
A. Estimated.
Q. What was Sun Valley's profit for the beer?
A. They didn't -- they weren't the ones selling the beer. Agustin Hernandez was selling the beer.
Q. Okay. How many workers departed in August of 2015?
A. I couldn't tell you off the top of my head. I couldn't give you an exact number.
Q. Okay. You have four workers listed here in PX-1, for whom you say back wages are owed for 3/4 guarantee, correct?
A. Can I look at PX --
Q. Please.
MR. GLICK: Objection. This is more of a question to clarify where this fell within the scope of the judge's examination.
JUDGE TIMLIN: Again, Mr. Glick, and maybe it's just because the hour is late, but you're speaking so fast that I have no idea what you just said, other than objection. I lost after you that.
MR. GLICK: I apologize, Your Honor.
JUDGE TIMLIN: So slow down.
MR. GLICK: I'm objecting to the question as possibly

outside of the scope of Your Honor's examination and may be missing something, but it's not clear to me where the scope was.

JUDGE TIMLIN: Okay. Except that I really haven't heard the question, other than that locating at PX-1.

MR. SCHULTE: And it'll be extremely quick. I promise. And it just goes to the issue of the 3/4 guarantee discussion that you had with him as far as the August departures.

JUDGE TIMLIN: Okay. That's within the scope, so go ahead.

MR. SCHULTE: Okay.

BY MR. SCHULTE:

Q. Do you see the last four names on here going from Mr. Luna Gonzalez through Mr. Morales Acosta?

A. It's PX-1?

Q. Correct. Yeah, Page 1.

A. So you're referring to --

Q. It should be the last --

A. -- the last one, two, three -- the last four entries?

Q. That's right.

A. Okay.

Q. Those are the only four here that related to an August departure, right?

A. That's correct. One, two, three, four. Yes.

Q. Okay. Do you have a rough idea of how many workers left with that group?

A. It would just be a guess, 30, 40, I'm not really sure.

Q. Okay. So most of those workers are not owed 3/4 guarantee, right?

A. That's correct.

Q. Okay. Do you know, did you talk to all four of these?

MR. GLICK: Objection. Now I think we're really getting beyond the scope.

MR. SCHULTE: The question was the reason for their departure. You had asked kind of what the effect would be if the workers left by choice.

MR. GLICK: And I'd just add, the informant's privilege issue with regard to questions about workers who have not --

JUDGE TIMLIN: Right. I mean --

MR. GLICK: -- in this case, had given statements.

JUDGE TIMLIN: -- yeah, you can't --

MR. SCHULTE: I'm not asking what any individual worker said, just did he speak to them.

MR. GLICK: The number of workers listed here is --

JUDGE TIMLIN: Right. That's where he can't go.

MR. SCHULTE: But I don't need to know what they

said. There's nothing about their discussion with him. They could have said they had a great time, they could have said they had a terrible time; it makes no difference to us.

JUDGE TIMLIN: Well, he could actually testify more about, generally, what --

MR. SCHULTE: I'll rephrase. Yeah, no, it's --

JUDGE TIMLIN: Generally, what people told him, he can testify about. What he can't testify about is whether he talked to those four workers.

MR. SCHULTE: Okay.

MR. GLICK: Your Honor, if I may add, the closer the questions get to a very limited number of workers, then questions about what people said begin to overlap with, obviously, whether he's spoken --

JUDGE TIMLIN: Right, which is why I sustained the objection.

MR. SCHULTE: Correct. I apologize, Your Honor.

JUDGE TIMLIN: Okay.

BY MR. SCHULTE:

Q. Did you talk to any workers who told you that they were sick or injured?

A. I believe I -- I might have not interviewed them. I'm not sure if I interview them or not, but I did -- I remember having a conversation, but I don't remember the context of that conversation.

Q. Okay. Is it possible that it was one of the workers in that group?

MR. GLICK: Objection. Same objection, informant's privilege.

MR. SCHULTE: I'm just asking whether they were injured. The concern is that the reason -- if there were 30 or 40 workers who left, and they all met their 3/4 guarantee and they were all working the same schedules every day, and then there were four workers here who didn't, we're just looking for an explanation that there were hours offered to them that they didn't work, which would suggest that they were not, in fact, owed back wages.

JUDGE TIMLIN: I guess the question, and actually, this will be my question, which doesn't get into -- I hope doesn't get into informant's privilege, because you're treading pretty close to the line.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Why did you -- if 30 to 40 workers left in August, why did you only seek back wages for 4?

THE WITNESS: Those other workers had met their 3/4 guarantee threshold, Your Honor.

JUDGE TIMLIN: Oh, through the time, because they had -- because of when they started versus when they ended, and these guys started in June?

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. Does that answer the question?

MR. SCHULTE: I don't think so. I don't think that's the reason for the difference.

BY MR. SCHULTE:

Q. Did the other workers out of the 30 or so that left, start on different dates than these workers?

A. I can't speak to that. I would have to look back at all the transcriptions.

Q. Okay. But if you go up the list here. So there were, essentially --

JUDGE TIMLIN: Could they have met the 3/4 threshold just based on the amount of money that they had already earned as opposed to when their start date was?

THE WITNESS: No. They would have to work a certain amount of hours as opposed to earning a certain amount of money.

JUDGE TIMLIN: Right. So we could -- but say -- okay. So say these other guys that left of the 30, the other, let's say, 26 guys who left, who you're not -- in August, who you're not looking for the 3/4 guarantee, and you're saying that you're not looking for it because they met the threshold, could they have earned that threshold because during the period of time that they were there they worked longer hours?

THE WITNESS: They could have -- it's a number of reasons why they could have -- there could be one of them, Your

Honor.

JUDGE TIMLIN: Because they worked longer hours because they started on earlier dates than --

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: -- June. And, okay, I don't know if that helps you.

MR. SCHULTE: It might.

BY MR. SCHULTE:

Q. Could it also be that some of those workers were working on days when these workers weren't, but were present at Sun Valley?

A. I mean, it could be. I mean, there's vast amounts of reasons why that could be. That's just one of them.

Q. Okay. That may be enough. There were 19 workers that left in May. Were there other workers that were there at the time that did not leave?

A. I believe so. I believe so.

Q. H-2As and domestic?

A. Yes.

Q. Okay. And they were working under the same working conditions as the ones who left, right?

A. I would suppose. Yeah. They were there during the same time.

Q. Good enough. Do you know if Sam's Club sells beer?

A. No.

Q. Do you know if Agustin or Elia used any other wholesale clubs?

A. That's the one that they indicated that they used to purchase all the drinks from.

Q. Do you have reason to believe that they shopped at any others?

A. No, that's the information that they gave me.

Q. Okay. You don't know if they sell beer or you don't know -- you know that they don't?

A. I went by whatever information they provided me; Agustin Hernandez.

Q. No, no, no, I'm sorry. I'm going back a question.

A. Sorry.

Q. As far as Sam's Club selling beer, was the answer, no, you don't know one way or another, or you know that they affirmatively do not sell beer?

A. I don't know whether they sell beer or not.

MR. SCHULTE: Okay. Sorry. Thank you, Your Honor.

MR. GLICK: Your Honor, may I just ask a couple quick questions?

JUDGE TIMLIN: Go ahead.

REDIRECT EXAMINATION

BY MR. GLICK:

Q. Did Sun Valley maintain records of the reasons why workers did not work on a particular day?

A. The payroll nor the time record indicated why any particular worker did not work on any particular day. It was not reflective of that.

Q. And when you researched price information at Sam's Club for beverages, what Sam's Club location did you use?

MR. SCHULTE: Objection. His testimony was specifically that he never went to Sam's Club.

JUDGE TIMLIN: He did testify that he did some Internet research about Sam's Club.

MR. GLICK: That's correct, Your Honor.

MR. SCHULTE: Just to know that there's a location, but he specifically said he'd never been in a Sam's Club and is not a member, and was prevented from doing so.

JUDGE TIMLIN: I thought he testified that he looked at ads or something.

MR. SCHULTE: Okay. I'm sorry. He's probably the best person to --

JUDGE TIMLIN: Yeah. He's the best person to ask, so ask your question.

THE WITNESS: Yeah. I actually looked at -- I did a little bit of online research in regards to the pricing available at Sam's Club for items sold by Agustin Hernandez at Sun Valley to the workers. I looked at some of the soda, which is the Coke, the Sprite; I looked at the Gatorade, I looked at chips, I looked at soup -- I think Ramen noodle soup -- and I

looked at -- I think that was it. I think. I don't think I looked at anything else.

BY MR. GLICK:

Q. When you consulted those prices, did you do anything to determine whether those prices were at a particular location?

A. I used the location that Agustin Hernandez indicated on his receipts. I took the phone number from the receipts, and I Googled it, and it came up as the Deptford, New Jersey location.

MR. GLICK: I have no further questions, Your Honor.

MR. SCHULTE: Just a couple.

JUDGE TIMLIN: Go ahead.

RECROSS EXAMINATION

BY MR. SCHULTE:

Q. Was that for delivery of those items, kind of a mail-order website?

A. No, it was the receipt from Sam's --

Q. No, no, I'm sorry. The online prices that you checked.

A. Yes.

Q. Was that a flyer kind of listing what the prices would be if you walked into the store or was that the price for members to kind of have something delivered to them?

A. I'm not -- it didn't indicate anything about

delivery. It just indicated the price, the total --

Q. Could you purchase it on the website or was it just a list of prices?

A. Well, just a list of the item. I didn't have any --

Q. But if you click on the item, would it take you to a page where you could purchase it?

A. I don't remember. I don't --

Q. Generally, do stores have websites that just list the prices?

A. I would say so, yeah.

Q. You've seen store websites that do that? They just list their current in-store prices?

A. Yes.

MR. SCHULTE: Okay. Nothing else.

MR. GLICK: No further questions, Your Honor.

JUDGE TIMLIN: Okay. I just want to make sure that I understood you on this issue about when you were reviewing the payroll records. Was there or was there not information on the payroll records explaining reasons why any particular worker might not have worked on any particular day?

THE WITNESS: No, Your Honor.

JUDGE TIMLIN: There was no --

THE WITNESS: No reasons.

JUDGE TIMLIN: So they didn't have -- there were no notations on the payroll records saying, sick, or --

THE WITNESS: No, Your Honor. There was no indication.

JUDGE TIMLIN: Okay. They either -- all it reported was the hours worked.

THE WITNESS: That's correct, Your Honor.

JUDGE TIMLIN: Okay. Did that bring up anything for you guys?

MR. SCHULTE: Just a quick one. And that's based on their electronic hour tracking system that you talked about with the scanning barcodes?

MR. GLICK: Assumes facts not in evidence. The testimony was about payroll records produced, not a --

JUDGE TIMLIN: Well, if he knows.

RECROSS EXAMINATION (cont.)

MR. SCHULTE:

Q. Do you know how they gather the information for the hours worked for a day?

A. They use the hours tracking system with the scanner to track the workers' hours, if that's what you're asking.

Q. Okay. Exactly right. Did you ask them separately for a report on worker's time when they were sick?

A. No, I did not.

MR. SCHULTE: Okay. Nothing else.

MR. GLICK: Your Honor?

JUDGE TIMLIN: Go ahead.

REDIRECT EXAMINATION

BY MR. GLICK:

Q. Investigator Perez, did you ask Sun Valley Orchards for all time and payroll records for H-2A and domestic workers for the 2015 season?

A. That's correct.

MR. GLICK: No further questions.

RECROSS EXAMINATION

BY MR. SCHULTE:

Q. Did they provide you all the time and payroll records?

A. Based on my request.

Q. Is a description of when workers were sick a payroll record?

A. That's -- I'm not sure what the answer --

Q. Is it possible that -- but you never specifically asked for that.

A. No, I asked for all time and payroll records in regards to the workers, H-2A and domestic.

Q. But you're not sure if that would include the sick excuse or not.

A. No.

MR. SCHULTE: Okay.

MR. GLICK: No further questions, Your Honor.

JUDGE TIMLIN: Okay. Mr. Perez, I think we're done

with you.

MR. PEREZ: Thank you, Your Honor.

JUDGE TIMLIN: All right. Let's go off the record.

(Whereupon, at 6:48 p.m., the hearing in the above-entitled matter was adjourned, to be reconvened on the following day, July 21, 2017.)

C E R T I F I C A T E

This is to certify that the attached proceedings before the

Administrative Law Judge Theresa C. Timlin, Cherry Hill, NJ
Insert Title of Officer — Name and Office

In the matter of:	Administrator, Wage and Hour Division, U.S. Department of Labor v. Sun Valley Orchards, LLC
Case/Docket Number:	2017-TAE-00003
Place:	Cherry Hill, NJ
Date:	July 20, 2017

were held as therein appears, and that this is the original transcript thereof for the files of the Department of Labor.

Free State Reporting, Inc.
(Name of Reporting Company)

By _____
(Official Reporter Signature)

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

OFFICIAL REPORT OF PROCEEDINGS

before the

OFFICE OF ADMINISTRATIVE LAW JUDGES

of the

U.S. DEPARTMENT OF LABOR

In the matter of: Docket No.: 2017-TAE-00003

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR v. SUN VALLEY ORCHARDS, LLC

Place: Cherry Hill, NJ

Date: July 21, 2017

Pages: 653 - 976

Name of Reporter: Dominic Quattrociocchi

RECEIVED
SEP 6 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

BEFORE THE
U.S. DEPARTMENT OF LABOR
NORTHEAST REGION

In the Matter of:	:	
	:	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,	:	
	:	
Plaintiff,	:	Case No.: 2017-TAE-00003
	:	
v.	:	
	:	
SUN VALLEY ORCHARDS, LLC,	:	
	:	
Respondent.	:	
	:	

U.S. Department of Labor
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Friday,
July 21, 2017

The above-entitled matter came on for a hearing, pursuant to notice, at 9:30 a.m.

BEFORE: THERESA C. TIMLIN,
Administrative Law Judge

APPEARANCES:

On behalf of the Claimant:

JACOB HEYMAN-KANTOR, ESQ.
U.S. Department of Labor
201 Varick Street, Room 983
New York, NY 10014
(616) 264-3672
(616) 264-3660 (fax)
Heymankantor.jacob@dol.gov

JASON E. GLICK, ESQ.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street, Room 983
New York, NY 10014
(616) 264-3684
(616) 264-3660 (fax)

On behalf of the Respondent:

CHRISTOPHER SCHULTE, ESQ.
CJ Lake, LLC
525 Ninth Street, NW, Suite 800
Washington D.C. 20004
(202) 465-3000
(202) 347-3664 (fax)
cschulte@cj-lake.com

JOSEPH MARINO
Representative
Sun Valley Orchards, LLC

Reporter: Dominico Quattrociocchi Date: July 21, 2017
OALJ Case Name & Number: Wage/Hour Sun Valley, 2017-TAE-00003

WITNESS (FULL NAME)	DIRECT	CROSS	REDIRECT	RECROSS
Lisa Justice	681	698	706	-
Russell Marino, Jr.	713	738	770 782	783
Joseph Marino	786	821	830	
Charlene Rachor	845	876	929 946	931 947

EXHIBITS

EXHIBITS	IDENTIFICATION	RECEIVED	WITHDRAWN	REJECTED
PX 3-14		667		
PX 15 to 15-2		672		
PX 16, 16-1		673		
PX 20, 21, 22		675		
PX 27		314		
PX 23		928		
RX 1		695		
RX 2, p. 13		803		
RX 5		837		
RX 7 and 8		839		
RX 9 and 10		840		
RX 12 to 19		844		

PROCEEDINGS

(9:37 a.m.)

JUDGE TIMLIN: I want to address the one issue that -- the one question that Mr. Schulte had wanted to ask Mr. Perez, and the Government had raised the issue of, objected to the question on the grounds of informant privilege and law enforcement investigatory privilege, and I wanted to do a little bit of research, which I've done. And basically it comes down to the privileges are not completely -- you know, there is a balancing test. The way the law works is there's a balancing test and you have to kind of balance the public interest in nondisclosure against the need of a particular litigant for access to the privileged information. And at this point I'm finding that the balancing test weighs more in the favor of the public interest against the disclosure. So I'm not going to allow you to ask the question.

MR. SCHULTE: Okay. So just on the limited issue of whether it was --

JUDGE TIMLIN: What was, what was the --

MR. SCHULTE: -- random or complaint driven.

JUDGE TIMLIN: -- impetus for starting the investigation in 2015.

MR. SCHULTE: And just so that we're clear, that's not the informant privilege because it's not -- we're not looking for who was the informer.

JUDGE TIMLIN: Right. Well, they're arguing both that it was a law enforcement investigatory privilege and a government informant privilege in that --

MR. SCHULTE: Okay. Just --

JUDGE TIMLIN: That was my understanding, right?

MR. GLICK: That's correct, Your Honor.

MR. SCHULTE: And just so that we're clear, kind of the basis for the decision is both privileges or just the one?

JUDGE TIMLIN: I'm fine -- both. There's a balancing test for both privileges, and I'm finding in both interests, that in both situations the balance lies more with the Government's need --

MR. SCHULTE: Okay. And just --

JUDGE TIMLIN: -- to protect the information.

MR. SCHULTE: Yeah, I understand. I'm not -- I don't expect you to change your mind.

JUDGE TIMLIN: Yeah. No, I understand.

MR. SCHULTE: I just want it understood that -- so that question goes to the informant's privilege, too.

JUDGE TIMLIN: Right? Both. You were raising both?

MR. GLICK: That's correct, Your Honor.

JUDGE TIMLIN: Right.

MR. SCHULTE: The concern is that there's some potential for retaliation against --

JUDGE TIMLIN: You know, I don't say it's not a

potential for retaliation, and it's not just a potential for retaliation again by your client. It's more of the overall chilling effect type of potential that other individuals, that other participants in the H-2A program, that other agencies that are enforcing the H-2A program would find that there's a chilling -- that disclosing this information would have an overall chilling effect.

MR. SCHULTE: Okay. And again, we weren't looking necessarily -- I mean, if you'd allowed it, we would have tried to, but that question itself doesn't go to the identity of anybody. So it's -- how could someone be chilled without being identified?

JUDGE TIMLIN: It's -- go ahead.

MR. GLICK: Your Honor, I mean, and Your Honor has correctly characterized the issue as a general one of the ability of people of organizations to speak up in the instances in which they do make complaints is necessary to protect as a general matter, and if it came to light that any particular individual, that a complaint was in fact made, that strikes at the core of the Government's interest in protecting the ability of complainants.

JUDGE TIMLIN: Well, not just complainants, but any -- because it's not just an informant's privilege issue. There's a whole issue about this law enforcement investigatory privilege, too. And so I think that's also where the

Government has certain interests in, you know, encouraging citizens to give the Government information and allow them to conduct their investigations.

MR. GLICK: Your Honor, I may?

JUDGE TIMLIN: Yes, go ahead.

MR. GLICK: There's also an additional point. There's a new relevance that has been shown it is a privilege, and then I believe that would be an additional basis if Your Honor wishes for this finding.

JUDGE TIMLIN: Well, I mean that's basically why when I weighed the balance, I didn't -- I felt that your need for the information did not outweigh the Government's need to protect the information. That was ultimately my decision.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay. Everybody good on that one?

All right. So at the end of yesterday, we were finished -- I think we were finished with Mr. Perez's testimony. So it's still the Government's case. So where are we guys?

MR. GLICK: And we wanted to address the remaining exhibits that the Administrator has put forth.

JUDGE TIMLIN: Okay.

MR. GLICK: And go through the exhibits that we would move to admit at this time.

JUDGE TIMLIN: Okay.

MR. GLICK: And so PX-3 through PX-14 are excerpts of the depositions of workers that were taken pursuant to this Court's order in April to preserve their testimony. And the parties have stipulated in paragraph 42, the parties joint stipulations, that these -- the stipulation is:

> "In the accordance with 29 C.F.R. Section 18.55(a), the parties stipulate the true and accurate transcripts or videos of the depositions or portions thereof may be used at the hearing to the extent that doing so would be admissible under the applicable rules of evidence as if the declarant were present in testifying at the hearing."

Now the excerpts the Administrator has put forth in PX-3 through PX-14 are true and accurate copies of the excerpts of the depositions and corresponding video clips.

JUDGE TIMLIN: Okay. So, Mr. Schulte, any objection to the Plaintiff's Exhibits 3 through 14?

MR. SCHULTE: Yes, Your Honor, and the same would, should apply to all of them. They're all, these are the remote *de bene esse* depositions that you're familiar with that were taken a couple months ago.

JUDGE TIMLIN: Right.

MR. SCHULTE: The -- if he's going to interrupt, I'll just wait.

JUDGE TIMLIN: Okay.

MR. SCHULTE: I think you can go. Are you sure?

JUDGE TIMLIN: No, go ahead.

MR. SCHULTE: You sure?

MR. GLICK: Yes.

MR. SCHULTE: Okay. It's hearsay. I mean, it's testimony out of court, offered for the truth submitted therein, and I don't believe that the witnesses' unavailability has been established in any way. We spoke about this briefly at the prehearing conference, I guess it's a couple of weeks ago now, that the Solicitor was going to introduce some information or at least make some representation or some explanation for why these witnesses were not available to testify at trial, and I've not heard anything about that.

MR. GLICK: Your Honor, I can represent that all six witnesses, at the most recent --

JUDGE TIMLIN: Wait, there's -- why do I have -- you said 3 through 14 -- 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 -- that's 12, not 6. Am I missing something?

MR. SCHULTE: It's the transcript and the video are separate exhibits.

JUDGE TIMLIN: Oh.

MR. SCHULTE: Thank you.

JUDGE TIMLIN: Okay. So maybe that's part of my problem is maybe I need to know. So, 3 is a deposition of Carlos -- let's go through them so I know who they all are -- Carlos Cervantes, because -- Ramirez.

MR. GLICK: Yes, Your Honor. And there is, I believe an exhibit list as a cover page at the beginning of Binder 1, if that's helpful.

JUDGE TIMLIN: And then there's a -- wait. There's a 3-1. Are you also moving that into evidence?

MR. GLICK: That's correct, Your Honor. An exhibit to that deposition.

JUDGE TIMLIN: And then 4 is the video?

MR. GLICK: That's correct.

JUDGE TIMLIN: Cervantes Ramirez. Okay.

And then we have, is it, Mr. Elizondo Soto. No, right he did not -- he was not one of the ones who testified. So, 5 is the deposition of Mr. Elizondo Soto. And you're also moving in 5-1?

MR. GLICK: That's correct, Your Honor.

JUDGE TIMLIN: And 6 is his video?

MR. GLICK: Yes, Your Honor.

JUDGE TIMLIN: Okay. 7 is the deposition of Mr. Silva Lopez, and again we have a 7-1 that you're moving in?

MR. GLICK: Yes.

JUDGE TIMLIN: And then 8's the video?

MR. GLICK: Yes, Your Honor.

JUDGE TIMLIN: 9 is Mr. Cinta Tegoma?

MR. GLICK: Yes.

JUDGE TIMLIN: You might -- I don't know if you have

an extra copy, but you might want to provide a copy of this list to the court reporter so he can get all the names spelled correctly.

And there's also a 9-1?

MR. GLICK: That's correct. I don't know if we have another copy at this moment. We can certainly provide it to the court reporter.

JUDGE TIMLIN: Thank you.

And then 10 is actually Mr. Cinta Tegoma's video. 11 is Mr. Garcia Dominguez. And then are you also moving in 11-1?

MR. GLICK: Yes, Your Honor.

JUDGE TIMLIN: What was it, the next exhibit to that? And 12 is his video.

And 13 is Dario Morales Acosta's deposition. There's a 13-1, which is an exhibit to that deposition.

And then 14 would be the video for Mr. Morales Acosta.

MR. GLICK: That's correct, Your Honor.

JUDGE TIMLIN: Okay. And so you're moving all of those in. And there's an argument that unavailability has not been established. So --

MR. GLICK: So two points, Your Honor. First, I can represent that the most recent information we have, which is from late June and early July is that all six witnesses as of

those dates planned to be in Mexico throughout the entire schedule of the trial, July 18th through 21st. And under 29 C.F.R. 18.55(a)(6)(2), "A witness is unavailable either if more than 500 miles from the place of the hearing or is outside of the United States."

And second, the unavailability point is even only an issue over if the testimony is being introduced over an objection. And there's even a stipulation in that all parties have signed that these depositions can come in.

MR. SCHULTE: If they meet the rules.

MR. GLICK: And the rule is that if there's no objection, the hearsay issue goes away because it is admissible as if the deponent were present and testifying under 18.55(a)(1), but back to the unavailability point, that there's two independent bases for admitting these depositions in their entirety, as well as the corresponding videos and exhibits.

JUDGE TIMLIN: Do you want to respond? Because the rules, it seems -- I mean --

MR. SCHULTE: Were they unavailable this week to testify remotely?

JUDGE TIMLIN: Well the --

MR. SCHULTE: We had a number of witnesses that testified that way.

JUDGE TIMLIN: It doesn't seem to matter under 18.55(6) that -- or (a)(6), sorry -- 18.55(a)(6), when I'm

reading it:

"Unavailable witness. A party may use for any purpose a deposition of a witness, whether or not a party, if the Judge finds that the witness is more than 100 miles from the place of hearing or is outside the United States, unless it appears that the witness's absence was cleared by party offering the deposition."

So unless you can show that they, you know, that the Government put these guys outside the boundaries of the United States --

MR. SCHULTE: Yeah.

JUDGE TIMLIN: -- it doesn't seem like -- it seems like if they're out of the United States then their deposition can come in, whether or not they, you know, could have --

MR. SCHULTE: I don't think the Department of Labor put them outside the United States. The Homeland Security certainly did, but I understand your point. It's not necessarily that they were unavailable to have been in Cherry Hill for the week, but we had a number of witnesses who are in Mexico and perfectly able to testify in front of Your Honor. I'm not sure why these couldn't.

JUDGE TIMLIN: I'm not sure why they couldn't have either, but I don't know that it matters the way the rule's written, unfortunately. I mean, I -- and, you know, and I told everybody and it seems like they did make some effort to get

hold of a couple people to testify from Mexico, because I told everybody that I much preferred it to have some, do some kind of live testimony, which we did with a couple gentlemen.

But the rule, itself doesn't require proof that they were unavailable to testify by video deposition. And it only requires establishing that they weren't in the United States.

MR. SCHULTE: And they meet that clearly. So it essentially goes to the weight or credibility. And, you know, with all of the concerns about CDM's fingerprints all over it, and all the issues that we talked about before, I mean that's, but that's for you to determine.

JUDGE TIMLIN: Right. Okay.

MR. GLICK: Your Honor, I object to the characterization about the bias issues. Mr. Schulte had a full and fair opportunity to cross-examine these witnesses including any statements, including, you know, the sense of cross-examination about conversations that the witnesses had, you know, including the counsel and others, and there's been no showing. And I think there could be no showing of any wrong doing or bias.

JUDGE TIMLIN: All right. So with the understanding the objection, that having read the rule, I'm going to admit the depositions, the exhibits to the depositions, and the video excerpts from the depositions. So they're all -- so everything between Plaintiff's Exhibits 3 and 14 are admitted.

(Whereupon, the documents referred to and previously marked for identification as Plaintiff's Exhibits 3 through 14 were received into evidence.)

MR. SCHULTE: It may be getting ahead of ourselves, but when Respondent puts in its exhibits, I'm assuming the ruling would be the same for any excerpts that we had?

JUDGE TIMLIN: Absolutely, yes.

MR. SCHULTE: And the Counsel wouldn't object to that?

MR. GLICK: Well, as to the general admissibility, that's true. We've made specific objections to certain passages including on relevance grounds but as a, you know, which is a separate issue from the 18.55 --

JUDGE TIMLIN: Objections that were made during the depositions?

MR. GLICK: Yes, Your Honor.

MR. SCHULTE: And the same for ours.

JUDGE TIMLIN: Yeah.

MR. SCHULTE: But I mean that's a given.

JUDGE TIMLIN: Yes, right. That's a given. Okay.

MR. GLICK: And, Your Honor, the next group of exhibits that we move to admit are PX-15 through PX-16-1.

So PX-15 is the excerpts of the deposition transcript

of Mr. Russell Marino, Jr. PX-16 is excerpts of the deposition transcript of Mr. Joseph Marino, also a 30(b)(6) witness. And then are three attached exhibits to those depositions, first PX-15-1, second, PX-15-2, which are both exhibits to Mr. Russell Marino, Jr., deposition; and finally PX-16-1, an exhibit to Mr. Joseph Marino's deposition. And these deposition transcripts are admissible as statements, as the party admission statements of a party opponent under Federal Rule of Evidence 801(d)(2)(D) offered against a party.

JUDGE TIMLIN: Any objection?

MR. SCHULTE: I'm not sure that they're all admissions. I mean, both witnesses will be testifying today, so if they have questions for them, I think they can just ask them now while you're here.

JUDGE TIMLIN: I guess I'm curious as to since they're both going to be here and available for cross-examination, why you are admitting their deposition for testimony?

MR. GLICK: There are, this is of course somewhat of a limited time here. We fully intend to examine them, to cross-examine them, but there are -- but the rules of evidence establish that their statements are admissible without regard to their, you know, presence at the trial.

JUDGE TIMLIN: Give me the rule again on party admissions.

MR. GLICK: Federal Rule of Evidence 801(d)(2)(D).

JUDGE TIMLIN: Okay. I think, I think, Mr. Schulte, even though -- I think, first of all, I don't know how much attention I'm going to pay to the depositions if I have the witnesses in front of me and they're cross-examined. But I do think that they do -- the whole statement counts as an admission, as an admission of a party opponent whether, you know, I don't think the rule was intended for us to go line by the line on these depositions.

MR. SCHULTE: No. For what it's worth, for some of the exhibits to the depositions, I'm not sure that those are necessarily representations by the party.

JUDGE TIMLIN: So what are these exhibits. Let's take them in turn. 15-1, Notification of Worker Departures. Is that something that you're objecting to?

MR. SCHULTE: Yes.

JUDGE TIMLIN: And your grounds?

MR. SCHULTE: That it does not fit within the hearsay exception that they've offered for its admission, or within the Rule of Evidence offered for the admission of the other exhibits. It's not an admission by a party.

MR. SCHULTE: So Your Honor --

JUDGE TIMLIN: Go ahead, Mr. Glick.

MR. GLICK: -- PX-15-1 is an excerpt of an exhibit that was admitted yesterday over similar hearsay objection.

And I'm looking for -- I believe it was PX-39.

JUDGE TIMLIN: This -- it's the same thing as PX-39?

MR. SCHULTE: It's a smaller. It's only two pages out of what was already admitted as 39.

JUDGE TIMLIN: So it's a portion of 39. So --

MR. SCHULTE: So it's also redundant, as a further objection.

JUDGE TIMLIN: Right. Why do we need it, if we've already --

MR. GLICK: Well, I think it's helpful just --

JUDGE TIMLIN: -- got a more complete version?

MR. GLICK: It sort of goes to completeness, that it ties together the deposition testimony and the exhibit that was referenced. It facilitates the Court's review of the relevant passages of the deposition.

MR. SCHULTE: It's not a statement by Sun Valley, either.

MR. GLICK: Well, that --

MR. SCHULTE: But their admissions by agents? Is that now included?

MR. GLICK: Well, let me read from Rule of Evidence 801(d)(2)(D).

"Admission by a party opponent is defined as a statement that is not hearsay." And then the rule continues, "If the statement is offered against a party and is (D) a

statement by the party's agent or servant concerning the matter within the scope of the Agency or employment made during the existence of the relationship."

And within the parties' Joint Exhibits, there is a contract between this entity, National Agricultural Consultants, and Sun Valley Orchards. I don't have the page number in the actual -- it's JX-2, page 40, JX-2, page 41. And it's quite clear that there's an agency relationship, even if this is not considered a statement by Sun Valley itself, notwithstanding the fact that on its face it says, "To whom it may concern, Sun Valley Orchards, LLC is hereby notifying the United States Department of Labor," et cetera.

MR. SCHULTE: That's fine.

JUDGE TIMLIN: Okay.

MR. SCHULTE: It's already in there anyways, so it's --

JUDGE TIMLIN: Right. Plus I've already admitted it.

So what about this 15-2?

MR. SCHULTE: They're going to take the same position. It's the job order filed by the agent with the Government.

JUDGE TIMLIN: It's a job order?

MR. SCHULTE: Yeah.

JUDGE TIMLIN: All right, so we're --

MR. GLICK: Just for the record, it is a different

document. It is a job order from 2016 that, for which there was a foundation laid during the deposition and --

JUDGE TIMLIN: Okay.

MR. SCHULTE: That, I mean the objection there is relevance, but that's up to you.

JUDGE TIMLIN: Right. Okay. I'm going to admit that.

(Whereupon, the documents referred to and previously marked for identification as Plaintiff's Exhibits 15 through 15-2 were received into evidence.)

JUDGE TIMLIN: Now let's look at -- now, if we're talking about Joseph Marino's deposition, what's the 16-1 to Joseph Marino's deposition?

MR. GLICK: 16-1 is insurance records for Sun Valley Orchard's vehicles, and it goes to establish ownership. It's not offered as new evidence.

JUDGE TIMLIN: So are you objecting to that?

MR. SCHULTE: Is this offered as an admission of a party?

JUDGE TIMLIN: It's just being offered to establish that they own the vehicles.

MR. GLICK: That's correct, Your Honor. It's not --

and therefore it's not hearsay.

MR. SCHULTE: It's offered for the truth of the matter. I'm not sure why it's not hearsay. It's prepared by apparently United Farm Family Insurance Company, you know, offering a substantive statement.

JUDGE TIMLIN: Are you denying that they own the vehicles?

MR. SCHULTE: No. I mean, that is what it is. You're right. Never mind. Take it, take if off.

JUDGE TIMLIN: All right. They're admitted. Okay, so 16 and 16-1 is admitted. Okay. So what else do we have?

(Whereupon, the documents referred to and previously marked for identification as Plaintiff's Exhibits 16 and 16-1 were received into evidence.)

MR. GLICK: Your Honor, PX-22 through 24 are Respondent's responses to various discovery requests propounded by the Administrator.

JUDGE TIMLIN: Okay. I'm confused, because I thought the PX-23 were the payroll excerpts, and that we already admitted that. And 24 were also payroll --

MR. SCHULTE: I'm sorry, I misspoke.

JUDGE TIMLIN: -- summary excerpts that we also admitted?

MR. SCHULTE: That is correct. I meant to refer to PX-20, 21 and 22.

JUDGE TIMLIN: Okay. And so tell me again what these are. These are Respondent's responses to admissions and interrogatories?

MR. SCHULTE: That's correct. One set of requests for admissions. Two sets of interrogatories.

JUDGE TIMLIN: Hang on a minute. So you're offering all three.

Any objections Mr. Schulte?

MR. SCHULTE: Parts of it. You see that they're referred to as joint responses. Those were produced at a time when there's still a pending matter related to Agustin Hernandez. I'm not sure that that's relevant to this, but that's -- again, that's the weight to which you would grant to it, as opposed to -- I mean, the statements are what they are. I mean, we've provided them to counsel as part of discovery.

JUDGE TIMLIN: Okay. And so you're considering that weight because some of it involves the --

MR. SCHULTE: It sort of is a representation by somebody who's not part of the litigation, who's, you know, not in the case. So it's, you know, his responses I don't -- I would argue do not bind Sun Valley. So you can tell from the questions kind of which ones are directed to him, and which ones to Sun Valley.

JUDGE TIMLIN: Right. Okay. With that understanding, I'm going to admit these documents.

(Whereupon, the documents referred to and previously marked for identification as Plaintiff's Exhibits 20, 21 and 22 were received into evidence.)

JUDGE TIMLIN: Okay. Go ahead Mr. Glick.

MR. GLICK: Those are the exhibits that we move at this time, but there could be something further depending on the foundation that's laid, you know, at the later time.

JUDGE TIMLIN: Got it. Okay. So then now that we've discussed that, what's next?

MR. GLICK: Right, so we don't have anything further at this time, Your Honor. Of course, we discussed plans to call an additional witness later on this afternoon, but I'm not ready to do that at this moment for reasons discussed yesterday. But we would remind the Court before proceedings continue about the sequestration order depending on your next witness today.

JUDGE TIMLIN: Right. The sequestration order's still in effect, so once we put a witness on the stand, then everybody who is a potential witness will have to leave except for the party representative.

Okay. So at this point, it's not that they're resting, but for convenience in the matters, it's now your turn. So --

MR. SCHULTE: Fair enough.

JUDGE TIMLIN: So, you have a -- oh, you wanted to reserve your opening, right?

MR. SCHULTE: If possible, Your Honor, yes.

JUDGE TIMLIN: So, let's, let's hear your opening.

MR. SCHULTE: I'll keep it brief.

JUDGE TIMLIN: Okay.

MR. SCHULTE: If we can even remember from, you know, days ago when Counsel was clean shaven, the opening statement was that promises were made to the workers and, you know, detailing, describing horrible conditions and mistreatment of the workers. You've now heard basically their entire case in chief or all their factual witnesses certainly. It's just not there.

This is a company who has been in business for many years. It's a family business. They are on their, I believe fourth generation working there now. They did their homework going into this. They did not participate in H-2A lightly. They took it serious, you know, hired the National Ag Consultants, this outside company to help them through this process, but it was their first year there.

The workers came. The workers worked. Some of them

weren't up to the job as they described. This is hard work. This is physical work. There'll be more testimony about that And it's not for everyone. And so some of the workers, you know, weren't able to keep up and decided that it wasn't for them and went home.

There were other workers working in the exact same conditions, who did not. These workers weren't fired. It would make no sense to have fired them. They desperately needed these workers. That's why they were in the program in the first place, was to get essential workers.

So as a result of these workers leaving, it caused them significant losses and it put them on their heels for the rest of the season. These things tend to -- when it rains, it pours. That year, they also had excessive rain that led to a bacterial infection that essentially blighted their pepper crop. It meant that there just wouldn't be a harvest there.

So just compounding the injury to them, but it also meant that there just simply wasn't enough work for 120 workers. They went through, you know, in consulting with their H-2A agent knew that they had to meet the three-quarter guarantee that they made promises to these workers. They chose workers that had already met that. They looked through their records, and we'll talk about those records and kind of how they're kept, and chose workers only that had met that standard. So those were the workers that were let go in

August.

As far as the housing, it had met its inspection at the beginning of the year. When you have 120, you know, 20-something young men living in a place, it tends to not be at Hilton-level conditions. They took steps to keep it clean. When these were pointed out by Mr. Perez, they resolved it immediately. And that's -- but no one has testified that that's why the workers left in April, nor that the conditions were any different for all the workers who stayed. So to the extent that there were housing issues, those were fixed immediately. The bedding issue we've talked about and we'll bring up again briefly.

On the meals, none of the workers asked to use the kitchen. There may have been some lack of clarity between Agustin and the workers as to the availability of the kitchen, but you'll hear testimony that they, the workers would have been accommodated, steps would have been taken. They could have cooked in shifts. They could have come through, prepared their meals if they wanted to. They would have had access to the entire kitchen, refrigerators and stoves. They just, they simply didn't ask. There was a kitchen available.

To the extent that they chose to pay for meals, they never paid Sun Valley for that. Sun Valley didn't make one penny on that. All of the money and all of the risk was borne by Agustin. He collected the money. If he was short, that was

his risk. If he made money, he would put it back into the kitchen.

For drinks and for beer, same thing. That was his side business, just as if the workers were buying from a Shop Rite or Wawa, that's up to them. Nobody forced them to do this. There was plenty of water available. If they wanted something different, they're grown men and they can get something different. That's up to them, though. They did that with their free and clear cash after they got their paychecks.

And then the final issue that I believe that is under review here is the waiver forms -- well, the so-called waiver forms. These are standard forms that were provided by their agent, simply to report the reasons for workers terminated. They were never forced to sign these. There was no attempt to get any waiver. Frankly, there's nothing to have been waived. The first group of workers left voluntarily. That's how it was reported.

The latter group of workers were terminated after they met their three-quarter guarantee. There were no rights to have been waived there. The forms were simply provided. The workers chose what to fill out. And Sun Valley as of no point, you know, used those as a defense, you know, as the basis for an argument the workers left. The proof is already there that the workers left. So the idea that they were somehow coerced or threatened to giving up any rights, there

were no rights, there was no threat, and there was no waiver.

But basically this is a penalty in search of a violation. If you look at the amount sought here, I mean, we're talking about high six figures, you know, $600,000 plus for potentially a misunderstanding. The workers didn't know if they quit. They didn't know if they were fired. They weren't sure what they could use, what they couldn't. They're throwing the book at this employer. They're treating them as worse than Global Horizons, or kind of the worst of the worst, basic slave condition H-2A employers. These penalties are much higher. They're looking for penalties that were specifically rejected in those cases as extreme. They're just -- they would have you believe that this employer's a monster, and you've heard, and you'll hear today that that's just absolutely not the case.

JUDGE TIMLIN: Thank you. Okay. Do you have a witness ready?

MR. SCHULTE: Lisa Justice, first witness, Your Honor.

JUDGE TIMLIN: Anyone else, except for your party representative out.

MR. MARINO: You're going to kick me out?

MR. SCHULTE: Yeah, I'm sorry. Russ has to go, but you can stay.

MR. MARINO: I can stay? Thank you.

Your Honor, could I please plug it in?

JUDGE TIMLIN: Yeah. Yeah.

MR. MARINO: Thank you.

JUDGE TIMLIN: Ms. Justice, if you could stand and raise your right hand for me.

MS. JUSTICE: Yeah.

Whereupon,

LISA JUSTICE,

A witness on behalf of the Respondent herein, having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay. Okay.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Go ahead.

MR. SCHULTE: Thank Your Honor.

DIRECT EXAMINATION

BY MR SCHULTE:

Q. Good morning, Ms. Justice.

A. Good morning.

Q. Can you give us your name for the record, please?

A. Sure. Lisa Justice.

Q. And do you work at Sun Valley Orchards?

A. Yes.

Q. And what is your title there?

A. Payroll Manager.

Q. Okay. And as the payroll manager, what sorts of things do you do at the farm?

A. I just run the payroll weekly.
Q. Okay. And are you familiar with the payroll software then?
A. Yes.
Q. The reports that are created by that?
A. Yes.
Q. What is the, what are the payroll programs that are used? What kind of technology is used to generate --
A. We use a system called PET Tiger to keep -- it's all the recordkeeping that they do in the field, the jobs they do, the times, et cetera. And then from that system, we use Famous. We import that information into our Famous program and it generates their paychecks.
Q. Okay. And can you describe just briefly kind of how PET Tiger works in the field?
A. Sure. When we receive new employees, they all get an ID badge with a barcode. And Agustin has his iPad and he scans everybody in, in the field that they're working and the job that they're doing. And so it calculates the time that they start, and then as they change jobs through the day, he'll scan them to their next job and then out. He scans them out at the end of the day.
Q. Okay. And is there something in PET Tiger to track how much is picked or piece rates?
A. Yes. We input them manually based on the pack-outs

for the day and/or from that particular field. So after that, they pick peppers for the day, or whatever. When they pack the lot, that particular field, may not be that day, maybe the next day, but once it's packed, they have a pack-out report, and they input those pieces or we put, input those pieces into the system. Then it generates, it distributes the pieces based on their time worked.

Q. Okay. If a worker doesn't scan in the morning, what would the PET Tiger show for the day?

A. Well, first it'll show an error. Sometimes, if they don't have a time in at all, or a time out at the end of day, if they don't have a -- if they for some reason, you know, it missed their card or it didn't read the card. And then we would go in and manually put it in to get rid of any possible errors.

Q. Okay. What about if they neither scanned in or out, they just were out for the whole day?

A. In that case, they wouldn't get, you know, they would come back and say, I didn't get paid for this job if they were missed. Because there's so many, it's hard to tell exactly, you know, if someone was missed.

Q. Okay. If they were sick or injured and didn't, they just didn't work for the day, it wasn't that they were missed, what would happen?

A. They just wouldn't get paid.

Q. Okay.
A. For that day.
Q. What would PET Tiger show for that day?
A. They wouldn't have an entry of any kind.
Q. Okay. Are you familiar with something called a Job Card Payroll Summary?
A. Yes.
Q. And which system prepares that?
A. PET Tiger.
Q. Okay. What information is used to create that report?
A. All of the timecards, the scanning ins and outs for the day.
Q. Okay. And then what happens? Do you generate the payroll from that, or do you use something else?
A. Yeah. I usually go through and make sure there's no errors. Well, they have to be fixed daily. And then that gets exported into the Famous software, and then we generate the checks from there.
Q. Okay. And is there -- what's the name of the report that's created by the Famous software?
A. There's multiple ones. There's an unpaid detail that will give you everything that's unpaid. So once it gets into Famous, I'll run that. I've learned to keep a record of that just as a backup showing my totals all match. I look, you

know, and I check the number of employees and the total dollars, and make sure it transfers in correctly and everybody's there. And then I just run a calculation and then run their checks.

Q. Okay. Is there something called a payroll run inquiry, or check view?

A. Yes. That is after the checks are printed, there's an inquiry button on the display. And that just kind of gives you a breakdown of all the checks that were run in that pay run and gives the employees their, you know, name and their ID number and the amount that they earned.

Q. Okay. Going back, we'd talked about the piece rate.

A. Yes.

Q. If a worker doesn't pick a, picks -- let me rephrase. How is that calculated?

A. It's based on the pack-out that we input. So if an employee works two hours in the field picking peppers and the system distributes him 30 pieces, he gets paid that 30 pieces plus the rate for that job.

Q. Okay. So is it on top of the hourly rate, or is it instead of for some reason?

A. That's in spite of the hourly rate. If they don't make their hourly rate for that particular job, the system automatically calculates the difference and pays them so that they always make their hourly rate.

Q. Okay. So on the payroll run inquiry, there's a column for other wages.
A. Yes.
Q. Is that where that would be captured?
A. Yes.
Q. So that would show the pay up to reach the $11.29?
A. Correct.
Q. Okay. And the PET Tiger System, when did you start using that at Sun Valley?
A. In 2015. That was our first year.
Q. Okay. At the beginning of the season?
A. Yes.
Q. Okay. So before any of the workers started, it was in place ready for them?
A. Yeah, we started all around the same time.
Q. Okay. And have you used Famous before or was that also new?
A. I've used it for other things. Not for payroll. It was the first time we had used the payroll module for that.
Q. Okay. We'll cover the payroll summary in a second.
Do you send any material as part of the payroll to the bank?
A. I do. I send a check register with all of the employees getting paid that week and then they -- so this way they know the checks that are coming in so they can prepare

themselves. They start getting the envelopes ready.

Q. Okay. What do they do with the envelopes? Do you know?

A. I know Agustin goes to the bank with their checks, and they cash out each one.

Q. Okay. And are the envelopes ready when he gets there?

A. I think so, but they go item by item. They go, he hands them a check and then they have to physically cash it out, but the envelopes are ready.

Q. Okay.

A. So if somebody's check isn't there, they put it back in the bank.

Q. Okay. Do you handle deductions from pay? Is that part of what's handled in Famous?

A. What kind of deductions?

Q. Taxes, Social Security, things like that?

A. Yeah, it all generates automatically.

Q. Okay. Are there, do you know what deductions were taken from worker's pay in their paychecks in 2015?

A. Well, for H-2A workers, none. They're not required to have anything taken out. And then just based on dependents and things like that, the computer generates the taxes automatically.

Q. Okay. But other than amounts that are paid to the

government, were there any amounts that were deducted and kept by Sun Valley?

A. No.

Q. Okay.

MR. SCHULTE: If I can approach, Your Honor? I only have the one copy of this, so --

JUDGE TIMLIN: Sure.

MR. GLICK: Mr. Schulte, may I ask what document?

JUDGE TIMLIN: What are you --

MR. SCHULTE: It's going to be PX-24 in Binder 7.

JUDGE TIMLIN: Then why isn't the Binder up there then?

MR. SCHULTE: Oh, even better.

JUDGE TIMLIN: Right. Is Binder 7 up there?

MR. GLICK: I would imagine so.

MR. SCHULTE: I forgot that those were, those were still hand marked.

THE WITNESS: So this PX-1 --

JUDGE TIMLIN: Yeah.

MR. SCHULTE: The binders are. It's Binder 7.

JUDGE TIMLIN: And you're looking for PX-24.

THE WITNESS: PX-24. Okay.

JUDGE TIMLIN: Take your time.

BY MR. SCHULTE:

Q. Okay. Do you recognize that report?

A. Yes.
Q. Did you prepare that report?
A. Yes.
Q. Can you explain to me the difference between the total time column and then the REG column next to it?
A. Okay. The total time would be the total hours that they worked that day. And the regular time should always be the same. And if we had overtime, you know, the regular time would be 40 hours. The overtime would be over that. But we don't have overtime so that's not factor. But the total time and the regular time should always be the same. It's just their time for the day.
Q. Were there any times in 2015 where they weren't the same?
A. Yeah, there was a glitch in the system. For some reason it wouldn't -- I don't know why it didn't distribute them both in the same, you know, same amounts. But they should always be the same. And that's since been fixed.
Q. Okay. And what was the -- can you tell us more about the nature of the glitch in 2015?
A. I don't really know what the basis was. All I just remember seeing some reports where the total time would be different from the regular time. On this particular one, it's all the same it appears. But they should always be the same.
Q. Can you jump down to page 929?

A. 929. Okay. I didn't go that far. Okay.
Q. Look at Mr. Balthazar.
A. Yes.
Q. Look at the May 3, 2015. So it shows no total time but 12 hours and 25, or 12.25 hours regular time.
A. Right.
Q. Is that one of the glitches you talked about?
A. Yes.
Q. If you look at the line above that, it shows two hours total time, and 12 hours regular.
A. Right.
Q. Is that the same issue?
A. Yes.
Q. Okay. So do you know what had happened or kind of what the actual number of hours worked would have been?
A. It should have been the 75. I would think it would be the most of two. Because if you look across, on Sunday he has no total time, but he had regular time and he did earn wages for that day. So it --
Q. Okay. Was there ever a time where the entry for the total time category was more than the regular time?
A. I don't remember. Not that I -- I'd have to look. I don't remember, no.
Q. But generally the issue was the regular time exceeded the total?

A. Yeah. I believe.
Q. Okay. And then since then you fixed that so that the zero line --
A. Yeah, that was all in some updates that we had.
MR. GLICK: Objection, repeat the question with less leading.
MR. SCHULTE: We're just trying move over it.
JUDGE TIMLIN: Yeah.
MR. SCHULTE: I'm sorry.
JUDGE TIMLIN: Be a little less leading.
MR. SCHULTE: Fair enough.
BY MR. SCHULTE:
Q. Have you looked at any records as part of the trial preparation for this for workers who left in August for whom the Government is claiming three-quarter guarantee?
A. Yes.
Q. Okay. Do you know how many workers that is?
A. In total?
Q. Yeah, or roughly, if you know.
A. Originally there was like 20-something.
MR. SCHULTE: Okay. That was it, Your Honor. We just wanted to explain those columns, those initially that had come up.
JUDGE TIMLIN: Okay. So the question you asked about the three-quarter guarantee of those employees, you didn't want

her to answer that?

MR. SCHULTE: Actually, I do. Thank Your Honor. I appreciate that.

BY MR. SCHULTE:

Q. Sorry. Switching binders. Okay, if we go to now Respondent's exhibits, RX-4. And for this one we don't have a fourth set, so I'll just, I'll bring it up to you.

A. Okay.

Q. Do you recognize that document?

A. Yes.

Q. And how do you recognize it?

A. It's one that I ran to show the hours worked for -- it shows the year, but it breaks it down by month.

Q. Okay. And could you go to Binder 1, page 1? Should be under PX-1. It'll be just behind that first tab.

A. Okay.

Q. The table there. In the first exhibit I showed you, the report that you said that you had run. What information did you use to prepare that record?

A. It's a detailed report, and you can run it by employee and pay dates. And I think if there's -- and then it generates, this particular report generates their hours for the month and their total pay.

Q. And those are broken down in a month-to-month basis?

A. Yes.

Q. So it's a summary for their work for the season?
A. Correct.
MR. GLICK: Yeah, kind of the same objection regarding leading.
JUDGE TIMLIN: What -- I didn't hear any of that because first off, he hasn't offered it, and --
MR. GLICK: I apologize. I have, I meant to object to the leading nature of some of the questions.
JUDGE TIMLIN: Got it. Okay. Again --
MR. SCHULTE: Sure.
JUDGE TIMLIN: -- little less leading.
MR. SCHULTE: I'll keep it open-ended.
JUDGE TIMLIN: Okay.
MR. SCHULTE: I'm sorry, I was just trying to --
JUDGE TIMLIN: That's okay.
MR. SCHULTE: We have a lot to get through.
BY MR. SCHULTE:
Q. So which records would have provided the data that generated that report?
A. All the payroll records that are through the season.
Q. Is that -- so that's a summary of all of the records?
A. Yes. It's a summary of all --
Q. I'm sorry. Go ahead.
A. -- of their hours and wages earned.
Q. Okay. And was that based on the PET Tiger system?

A. Yes, that's where it originates.

Q. Okay. Can you compare the numbers that you have for the total from the report that you ran with the numbers in the bottom four lines of PX, Exhibit PX-1 there?

A. Okay.

Q. Are those the same workers, some of the same workers?

A. Yes.

Q. Are there more workers on your report, or more workers on this document?

A. In binder, there's workers in the binder's report.

Q. No, I'm sorry. How many workers are on the report that you prepared?

A. Six.

Q. Okay.

JUDGE TIMLIN: Oh, because you started to kind of talk about the substance of the document, did you want to move it into evidence?

MR. SCHULTE: Sure. Yes, Your Honor. We'd move Exhibit PX-1 into evidence, and move it into the summary of voluminous record, just as we discussed yesterday.

JUDGE TIMLIN: Not, PX-1, but the Respondent's Exhibit 1.

MR. SCHULTE: RX-1, I'm sorry.

JUDGE TIMLIN: RX-1.

MR. SCHULTE: We're the R.

JUDGE TIMLIN: Okay. So any objection to Respondent's Exhibit 1?

MR. GLICK: I believe there's been a foundation laid for what the document itself, but as to the summary issue, they haven't identified the particular records. And also I haven't heard that the other requirements in Rule 1006 are met, including that there's no copy of those records available for inspection by the Court or parties. But no objection to continued questioning, you know, regarding this document, itself.

JUDGE TIMLIN: Okay. I'm going to admit it.

(Whereupon, the documents referred to and previously marked for identification as Respondent's Exhibit 1 were received into evidence.)

MR. SCHULTE: And do you need more on the voluminous records issue, or just admit it for whatever it says? It comes to the same thing. It's based on the same records that -- we can give you the same several thousand pages if you're interested.

JUDGE TIMLIN: Okay. I don't think that would hurt. But not -- it's admitted for the same, in the same way -- we're going to treat it in the same way that we treated the other, which I think was Plaintiff's Exhibit 1 and 2. They're the

ones that, it's 201, 2006, it was it.

MR. SCHULTE: Yeah. And just to be clear, sorry. I referred to it, at first I referred to it as PX-1, which is definitely not that. It's RX-4.

JUDGE TIMLIN: Right. You're right.

MR. SCHULTE: I, that I understand, RX-4.

JUDGE TIMLIN: It's RX-4. Oh shoot. Okay.

MR. SCHULTE: That's, that's my mistake. I apologize for that.

JUDGE TIMLIN: Okay. That's okay.

MR. SCHULTE: The exhibits are starting to blur a little.

JUDGE TIMLIN: Right. Apparently for me, too. Okay. Go ahead Mr. Schulte.

MR. SCHULTE: Okay.

BY MR. SCHULTE:

Q. So in the loose page, in RX-4.

A. Yes.

Q. Is there a total in there?

A. Of hours?

Q. Correct.

A. Yes.

Q. Okay.

A. And it breaks it down monthly.

Q. Okay. And can you see on PX-1, is there a column for

hours or H-R-S, W-R-K-D?

A. H-R-S, yes.

Q. Okay. Going -- and you said that you saw that these last four names from Mr. Luna Gonzales through Mr. Morales Acosta?

A. Yes.

Q. Are those, do those names appear on the report that you created?

A. Yes.

Q. And can you compare for Mr. Luna Gonzales the total on your report to the total on the hours worked column on PX-1?

A. On my report, it says 708.39. And on here, it says 515.27, .27.

Q. Okay. For Mr. Elizondo Soto, same thing?

A. My report says 715.26. And on here it says 471.

Q. And for, what's it say for Mr. Rayatappa (ph.)?

A. My report is 690.06 and on here is 475.

Q. Okay, and last one, Mr. Morales Acosta?

A. My report 486.34 and 352.23.

Q. Okay. Do you see a lot of payroll reports in the course of your work there?

A. Just certain ones.

Q. Okay.

A. I don't run everything. I just run what I use for my, you know, proving out my own payroll and stuff.

Q. Okay. Did the numbers of the people that are working in the same work week tend to be about the same or is there a wide variation between from one worker to another?

A. They're usually about the same depending on the crew, I guess. When they work, sometimes they work in different crews. So Crew 1 will do one thing and another crew will do another thing, and they'll have roughly the same hours. But overall, they're close because they pretty much work the same work day.

Q. Okay. Nothing further. Thank you.

JUDGE TIMLIN: Okay. Cross-examination?

MR. GLICK: Yes, Your Honor. May I first approach the Witness with a calculator so that I can continue --

JUDGE TIMLIN: Sure.

MR. GLICK: -- my examination from the table?

CROSS-EXAMINATION

BY MR GLICK:

Q. Good morning Ms. Justice.

A. Hi.

Q. I'll just going to hand you a calculator and --

A. Right, thank you.

Q. -- I'll just give you a few minutes to run some calculations.

A. Sure.

Q. So is it your testimony this morning that you

prepared this loose document, which I'm going to call RX-4?

A. Yes.

Q. And does RX -- is it your testimony that RX-4 shows total hours worked by some of Sun Valley's employees?

A. Yes, that's what the program tells me.

Q. And that's the total hours worked?

A. I believe so.

Q. And RX-4 shows the total hours work month-by-month. Is that your testimony?

A. Yes.

Q. And does RX-4 also show the total wages for those workers in the 2015 season?

A. Yes.

Q. The total wages paid.

A. Yes.

MR. GLICK: Your Honor, may I use the easel again --

JUDGE TIMLIN: Yes.

MR. GLICK: -- as demonstrative. I'm going to turn the page.

JUDGE TIMLIN: Sure.

MR. GLICK: Thank you.

JUDGE TIMLIN: What are we going to -- what are you planning on doing with that at the end of the hearing? I mean, it's kind of demonstrative things?

MR. GLICK: Maybe I could address that question in

just a moment and --

JUDGE TIMLIN: Yeah.

MR. GLICK: -- finish this?

JUDGE TIMLIN: I don't want to wreck your concentration. So we'll -- but at some point we need to have that discussion.

MR. GLICK: Absolutely, Your Honor.

JUDGE TIMLIN: Okay.

BY MR. GLICK:

Q. Ms. Justice, so how many -- how much was Mr. Elizondo Soto paid in total in 2015?

A. $5,531.33.

Q. How many hours did Mr. Elizondo Soto work in 2015?

A. Seven, 15, 26.

Q. And what was the minimum hourly rate Sun Valley promised to pay its workers in 2015?

A. $11.29.

Q. And was that per hour or per piece?

A. Per hour.

Q. Now I'd like you to use the calculator to divide $5,531.33 by 715.26, and I'm just going to write the word hours here.

A. 7.73.

Q. Are you saying Sun Valley paid Mr. Elizondo Soto $7.73 per hour in 2015?

A. No.

MR. MARINO: No, no. This is, here's the report --

MR. HEYMAN-KANTOR: Objection, Your Honor. It's --

JUDGE TIMLIN: Okay. Again, Mr. Marino. We can't --

MR. MARINO: I'm sorry, Your Honor. It's just --

JUDGE TIMLIN: -- hear you. I know. I know. But let your counsel handle, handle these things.

MR. GLICK:

Q. Ma'am, Ms. Justice, what was the number, what is the number of hours that Mr. Elizondo Soto worked according to PX-1 in 2015?

A. 715.

Q. All right. I'm sorry, according to PX-1.

A. Oh, PX --

Q. I understand --

A. I'm sorry. Wrong one, 471.

Q. Now, could you please divide using the calculator first to clear it out and divide $5,531.33 by 471.

A. $11.74.

Q. Is it more likely that Sun Valley paid Mr. Elizondo Soto $11.74 per hour in 2015, or $7.73 in 2015?

A. The 471.

Q. I'm sorry, what was your answer?

A. The 471, would be a more realistic --

JUDGE TIMLIN: The 471 hours.

BY MR. GLICK:

Q. According to RX-4, again RX-4, how many hours did Mr. Elizondo Soto work in August 2015?

A. 715.26.

JUDGE TIMLIN: So that's, that's total hours. I think he wanted you to look at August.

A. Oh. Oh, I'm sorry, 40, 40.37.

Q. I'm going to write hours in August. Is that okay?

A. Yep.

Q. I'm going to add 2015 here. Now there should be a Binder 7 on the table there. Could you please turn to PX-25, page 978.

A. 978?

Q. 978, and let me know when you're there.

JUDGE TIMLIN: It's almost at the very end of the --

MR. SCHULTE: Your Honor, if it's helpful, just sort of as an officer of the Court, I just want to clarify that the exhibit was mistaken. I will withdraw it. You know, we can explain kind of what the disparity was, but the calculations were correct. I mean, we can go through week by week, but I will concede this issue to Counsel if it moves us along. The numbers were right. The numbers that we had double counted something and Ms. Justice can explain why that report was incorrect, but essentially the numbers in PX-1, I realize now were fine.

MR. GLICK: Your Honor, I object -- I appreciate there's a concession coming here, but as to the specific vouching that Mr. Schulte's doing, I would like the opportunity to finish examining Ms. Justice. And I promise to keep it brief. Counsel, of course, can't testify about the content for her.

MR. SCHULTE: No, but she will, and we can explain it. I understand he wants to take a victory lap and make us look bad, but we can, we can clear this up. I was wrong. As an officer of the Court, I didn't want to, I don't want to mislead you, and if he hadn't covered this, you know, we can clear this up now.

MR. GLICK: Your Honor, may I just ask I think a final round of question just to close the loop on this particular line?

JUDGE TIMLIN: But are you withdrawing the RX-4? Is that what you're doing?

MR. SCHULTE: Yes.

JUDGE TIMLIN: So if they're going to withdraw RX-4, why do we need to close the loop?

MR. GLICK: Well, I believe it still relevant to show the accuracy Sun Valley has put at issue on this case, the computations that Investigator Perez has performed. And the --

JUDGE TIMLIN: But right now they're conceding that. I mean and maybe I -- let me make sure I understand the

concession. The concession is that for these August employees who are listed here in PX-1, on page 1 at the bottom, which would be Mr. Luna Gonzales, Mr. Elizondo Soto, Mr. Rayatappa, and Mr. Morales Acosta, that the calculations that the Government did in PX-1 are actually the correct calculations. That meant, RX-4, that there's an error in that and you're withdrawing it?

MR. SCHULTE: Precisely.

JUDGE TIMLIN: Okay. So given that, I don't think you need to do anything more with that exhibit and that math.

MR. GLICK: Understood, Your Honor.

JUDGE TIMLIN: Okay?

MR. GLICK: If you could give me one moment to --

JUDGE TIMLIN: Sure.

MR. GLICK: -- determine whether I have further questions for Ms. Justice, just because --

JUDGE TIMLIN: Now, and I know, and it's hard when you're in your examination to be pushed out of it. So take your time.

MR. GLICK: And I certainly will endeavor to keep it very short. I want to keep things moving this morning. And again, if it helps to clarify, Your Honor, there still -- Your Honor, I would like, I would like to finish examining.

JUDGE TIMLIN: Let him finish and then --

MR. SCHULTE: That's fine. I apologize.

JUDGE TIMLIN: -- there'll be redirect. Let him finish because it really is his witness right now.

MR. SCHULTE: Fair enough.

JUDGE TIMLIN: So go ahead.

BY MR. GLICK:

Q. So, Ms. Justice, I believe you were testifying about the PET Tiger System?

A. Yes.

Q. And that shows the hours -- or let me rephrase. The PET Tiger System keeps track of the number of hours workers work at Sun Valley on a daily basis?

A. Yes.

Q. And if a worker doesn't work for some reason, the PET Tiger System doesn't show anything at all about that worker for that day?

A. Correct.

Q. It doesn't show the reason that worker didn't work on that particular day?

A. No.

Q. Not on a daily basis?

A. I'm sorry?

Q. The PET Tiger doesn't keep track of the reasons why a worker doesn't work on a daily basis?

A. No.

Q. On any basis?

A. Mm-mm.

MR. GLICK: I have no further questions at this time.

JUDGE TIMLIN: Okay. Yeah, yeah, go ahead. Oh, wait. Do you still have a question? Yeah, sorry.

MR. GLICK: I do Your Honor. Sorry, Mr. Heyman-Kantor is helping me out.

BY MR. GLICK:

Q. Does the PET Tiger System keep track of the number of hours that a worker at Sun Valley is offered?

A. No.

Q. Does the Famous system keep track of the number of hours that a worker is offered?

A. No.

MR. GLICK: I have no further questions at this time.

JUDGE TIMLIN: Okay.

MR. SCHULTE: And this is brief.

REDIRECT EXAMINATION

BY MR. SCHULTE:

Q. Apart from those records, if there's an error, if somebody's coded in but not coded out, or coded out but not coded in, what do you do to figure out what happened?

A. I would call Agustin to find out if he really, you know, if he clocked in at this time, or what time he left just to make sure that the times are correct.

Q. Okay. Does Agustin generally know what the workers

are doing?

A. Yes, usually. Since it was the first year, he was keeping some records manually just to -- because I was having questions. I was like, so how many guys worked here, or whatever, but because there were -- you know, it was new, so I wanted to make sure all my information in there was correct.

Q. Do you think he -- that if a worker was sick, would he know?

A. By memory, usually.

Q. Okay.

MR. SCHULTE: That's all. Thank you.

THE WITNESS: Okay.

JUDGE TIMLIN: Anything on redirect?

MR. GLICK: No, Your Honor.

JUDGE TIMLIN: Okay. I have a couple.

Now, Ms. Justice has, I don't necessarily know that the jargon out in the field, so when you were talking about the, I guess the piece, I guess it's the piece rate, you just talked about that's something that's input manually by the pack-out. I don't know you mean by "pack-out," so --

THE WITNESS: When after everything is picked, they bring it into the packing house. And they'll pack it. And if after they're packing the peppers or whatever, they'll have so many boxes. So they input into the system how many boxes of extra large or small, medium, whatever the sizes are, and they

input that into the Famous system. And it generates a report that shows you how many piece, you know, it calculates it out to the same pieces by each size and then there's totals on there.

JUDGE TIMLIN: Okay. And are the boxes tracked by individual worker, by crew, by overall crop? How are they tracked?

THE WITNESS: They are tracked by lot. I don't run those reports so I'm not really -- they come in, they'll tag it when it comes out of the field to show what field it was in. That'll be the lot. And then because we'll have, you know, different crews, they may be both picking peppers, but one might be in Field A and one might be in Field B. So when they come in from the field, they mark it if it's Field A or Field B. And then when they pack it, they do the same thing. And then this way, when we run our reports, we know that everybody that worked in Field A picked, you know, they got this many boxes from that field that day, and that's how many pieces get distributed for those men and same with Field B.

JUDGE TIMLIN: So, say you have a given crew that's working in Field A on a given day.

THE WITNESS: Yeah.

JUDGE TIMLIN: And they're picking, let's say peppers.

THE WITNESS: Right.

JUDGE TIMLIN: And there's ten guys on the crew. I'm making up numbers because I don't know -- there's ten guys in the crew and they end up with 100 boxes of peppers. And they would just divide the 100 boxes of peppers by the ten guys?

THE WITNESS: Correct.

JUDGE TIMLIN: And they'd all get credit for ten boxes of brown peppers.

THE WITNESS: Yes. Yes.

JUDGE TIMLIN: Okay. Got it. Thanks. That was what I was trying to figure out. Yeah, because then you just have the system distributes that either of you were talking about, if they spend two hours picking peppers, the system distributes 30 pieces and so that's kind of the --

THE WITNESS: Right.

JUDGE TIMLIN: -- same thing. And now this is through the Famous System?

THE WITNESS: Through the PET Tiger System.

JUDGE TIMLIN: Oh, through the PET Tiger System?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. Did that -- okay. When we were looking at 24, which is in Binder 7, and you may not even need to look at for that, but at one point we were looking at page 929 and looking at what the employee balances are, and you pointed out -- and we noticed that there's a difference between the hours work in the REG Column, and you were saying, you

explained that there was a glitch in the system, and what I just wanted to make sure is when Payroll was doing the payroll, what number were they using? Were they -- do you always use the REG time?

THE WITNESS: When I double check everything, I usually check the money. So whatever's in PET, I'll look at the total for that particular payroll. And then when it gets into Famous, I check to make sure that number is the same, so I know that they're making the correct wages.

JUDGE TIMLIN: So what you're -- so in terms of deciding which is the right number of hours, you're basically going to look at the money and see if it matches REG time or matches the other number?

THE WITNESS: Right, because there's so many employees, it's just easier to, you know, look at the total.

JUDGE TIMLIN: Okay. And how do you know that that number's right? That --

THE WITNESS: Good question.

JUDGE TIMLIN: I mean, like, because if there's a glitch in the system, if there's something wrong with the system --

THE WITNESS: Right. Well, what I did that year, I would go through every day and fix any errors that were -- because it would be highlighted in red, make sure the times were correct in there. And I kind of ball-parked every crew to

make sure their start times and end times were the same.

JUDGE TIMLIN: Oh, right, because the system shows you start times and end times.

THE WITNESS: Correct.

JUDGE TIMLIN: So that's how you get their hours worked.

THE WITNESS: And then every little job in between. So I could search it by crew and usually the same crews work the same jobs and once in a while you get somebody that changes in the middle, but overall they all work the same job. And so I would eyeball it. I would just go through every day before I ran the payroll that week to make sure everybody's start times and end times were around the same. And if they weren't, I would call Agustin; did this guy really start later? Did he, you know, I would ask him and he would give me, you know, if there was a question, he'd answer it.

JUDGE TIMLIN: And I don't know if you know this, but so they scan into, their badges into Agustin's iPad.

THE WITNESS: Correct.

JUDGE TIMLIN: Do they scan out at lunch time and scan back in at the end of lunch time?

THE WITNESS: No. The system automatically deducts an hour for lunch.

JUDGE TIMLIN: So just scan in in the morning, and then at the end of the day, they scan out?

THE WITNESS: Correct.

JUDGE TIMLIN: Okay. All right. Did that bring up anything for anybody? Your witness first, so?

MR. GLICK: No thank, Your Honor.

JUDGE TIMLIN: Okay.

MR. SCHULTE: No, nothing for me, Your Honor.

JUDGE TIMLIN: Okay, great. Thank you, Ms. Justice for your time. Do you need time?

MR. SCHULTE: Yes, thanks. I'll go get Russell, Jr.

JUDGE TIMLIN: Right. Okay. And I think you are actually excused from the court. You don't have to hang around anymore.

MS. JUSTICE: Okay. Thank you.

(Witness excused.)

JUDGE TIMLIN: Okay. You know what, before we put him on the stand, because it's -- let's take an 11 minute break and come back at 11:00.

(Off the record at 10:48 a.m.)

(On the record at 11:01 a.m.)

JUDGE TIMLIN: Okay. Your next witness.

MR. SCHULTE: Russell Marino, Jr., Your Honor.

JUDGE TIMLIN: Okay. Come on up.

Whereupon,

RUSSELL MARINO, JR.,

A witness on behalf of the Respondent herein, having been first

duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay. Go ahead.

DIRECT EXAMINATION

BY MR. SCHULTE:

Q. Good morning.

A. Good morning.

Q. Can you give your name for the record?

A. Russell J. Marino, Jr.

Q. And are you associated with Sun Valley Orchards in anyway?

A. Yes, I'm owner/operations manager.

Q. Are you familiar with the day-to-day operations of the farm?

A. Yes.

Q. Do you have any role with the farm's participation in the H-2A program?

A. Yes.

Q. What's that?

A. Initially, I've done all research and everything, looked into to it, looked into the consulting firm who we have hired to help us along the way get all the paperwork and everything in order, and going through the rules, regulations. I go to the meetings. I bring a few of my workers with me to the meetings so they understand what's going on and, you know, what we're getting into.

Q. Okay. And who runs those meetings?
A. It varies. Usually it's a collective meeting. The Department of Labor runs it. For the most part, Department of Labor.
Q. Okay. You said that you talked to, that you'd done research before you participated. What did that involve?
A. Primarily, we went around to several growers collectively as a company, several growers that were participants in the H-2A program for several years, and just talked through a few things with them and they explained how it was one of the best decisions they had made. And we just started to go ahead and move forward with it.
Q. Okay. When did you first use it?
A. In 2015.
Q. Okay. Now you still have used it since then?
A. Ever since.
Q. Okay. Can you give us a description of the farm? You know, what are some of the crops you grow there, you know, how long?
A. Okay. We primarily farm fresh produce, which is very labor intensive: green bell peppers, asparagus, zucchini, pickles, cucumbers, eggplant and peaches as well. And everything we grow is fresh market. We pack as well.
Q. How long has your family been running the farm?
A. Currently we're on our fourth generation now at the

farm.

Q. Okay. When did they start, the family; when was it?

A. '60s, '70s. I'm not even, I'm not exactly sure.

Q. How important is having farm workers there to the work that you do?

A. It's essential. Without them, we definitely could not do it without them. Again, it's very labor intensive.

Q. Okay. And how much do you interact with them?

A. I would like to think quite a bit. I'm definitely on their level on a day-to-day basis, throughout the day, every day. I couldn't imagine getting through my day without their help. That's, well, I could put it that way. I don't know the best way to put it. But I've always got, I always have six to maybe even upwards of a dozen guys helping me just to get through my day, every day.

Q. And how would you describe your management style, your relationship to them?

A. Well, I explain to them, because they often, out of respect, you know, boss man, Mr., sir, however they want to put it, and I always explain to them, there is no boss man here. There is no sir. We're all a team. We work collectively. And I would never ever ask them to do something I wouldn't do myself. Just to show them the respect and I get their respect in return.

Q. Okay. Do you speak Spanish?

A. Yes.

Q. Have you ever had any of the workers, you know, have trouble understanding you when you talk to them?

A. No. I mean, it's not the best Spanish. It's not perfect. It's not grammar. It is slang, but that's most of our help speaks in the slang form. But no, as long as I see the task at hand is, you know, performing how I kind of explain to them, then I think everybody understand what has to go on.

Q. Okay. Going to the beginning of the 2015 growing season, what was one of the -- what were some of the first crops that would come on line? What are the jobs --

A. Asparagus was definitely a first crop.

Q. Okay. When do you start harvesting that?

A. May.

Q. Okay.

A. End of April, May.

Q. And can you describe more about the harvest process?

A. Again, very labor intensive. You're in a bent over position, you know, throughout the whole process. Down on the ground just cutting the spears, individual spears and making little bunches, and there's a certain way you have to place them in the field so the group that comes behind can pick them up. They don't have to trip over the whole field. So it's hard work. There's no doubt.

Q. Do you do some of the work with them?

A. Yes, in the spring when we get new arrivals or whatever, guys that maybe require a little bit extra training or, you know, you just want to show them the most efficient way so they're not hurting themselves by doing it the hard way. You want to cite out of experience, learn that, you know, it's best to do it this way. Look, this is, see how the guys are doing it, and, you know, we work alongside with them. Yes, absolutely.

Q. Is there a learning curve involved?

A. Yes, yeah, I'd say, but with just about everything, I mean, everything that we do, it's somewhat unique, what we do and how we do it. So agricultural in general is, so.

Q. Do you think you're better at it now than when you first started on it?

A. With my experience, I would hope so.

Q. Okay. When we were talking about the beginning of the season, did you have any role in the housing inspection?

A. Yes. I wouldn't physically do the work myself, but we would have guys go in there; they would paint, clean, replenish any kind of trash cans, screens, doors, all that kind of stuff. And I would be in constant communication with Hipolito Lagares (ph.). He's an inspector for Department of Labor, I believe. He does all the pre-occ inspections. I give him the water samples and testing and all that stuff, and he -- now that we are involved in the H-2A program, I believe he has

to take all the information, the pre-occ inspection that everything passed, the water passed, and everything has to go off to Chicago, I think now to start the whole process for the H-2A.

Q. Okay. Does he work for the state of New Jersey or for the federal government? Who's his employer?

A. I believe it's the state.

Q. Okay. And does he send it to the state or does he send to somewhere else?

A. I believe it goes to the state, as well as Chicago.

Q. Okay. What -- Chicago is?

A. There's some kind of headquarters out there. I'm not exactly sure what the name is on that.

Q. Okay. Is that part of the H-2A program?

A. Mm-hmm.

Q. Okay.

A. Mm-hmm.

Q. In 2015, did he approve the housing?

A. Yes.

Q. Did you do -- you mentioned water testing. Did you do that in 2015?

A. Yes.

Q. What was the result of the inspection?

A. Everything came back okay. There was no correction necessary, as usual. And things went on as were.

Q. Okay. Now going back to May of 2015, was there a point where -- how often do you talk to Agustin -- strike that.

So how often do you talk to Agustin?

A. Every day. Throughout the day, several times a day.

Q. Okay. What kind of things did he talk to you about?

A. Just placement of the crew. Here recently, I call him throughout the day just checking on the guys making sure everybody's okay in this heat. And that's, that's primarily -- my uncle, he kind of dictates where the guys are going to go and what they're going to pick and what direction they're going to, you know, move from commodity to commodity. And I just kind of oversee that. And also, if say I'm irrigating a specific farm and they get there and the water may be on, you know, they're always -- not always, but they might call me, hey, the water's on, could you, you know, shut the water off, or maybe I'll switch zones and things like that. So, yeah, we're always in communication of just the day-to-day happenings, I guess on the farm.

Q. Okay. Are you ever in the fields when workers are working?

A. All day. All day. Yeah.

Q. Do you have occasion to see if there is drinking water available to workers?

A. Yes. In fact, I often go get water from the water truck myself throughout the day. And if I'm not near the

actual group of men, and say, I have a few guys working with me, I always have a cooler in the back of my Gator, and I'm always giving the guys cold water, make sure they have water, and I need water myself. So, yeah, always outside.

Q. Does Sun Valley provide bathrooms in the field?

A. Yes.

Q. All right. Did you during 2015?

A. Yes.

Q. The whole season?

A. Yes.

Q. Okay. Was there at time when Agustin came to you with any concerns from workers?

A. No. Again, I always ask him, you know, on behalf of the men, is everyone okay. Is everything -- and I know, I've had these conversations with him throughout the spring. Yeah, when we have new arrivals and they're back for the new year and everything, I always ask him, everybody's okay? Everybody's good with the food? Everybody's good? Yeah, yep, everybody's good. Do you have everything you need? Do you need anything else? More blankets, more mattresses, more mattress covers, anything you need, just you got to let me know. And, you know, I check with him all through that.

Q. Did he ever come to you and say workers wanted to talk to you?

A. No. No, not that I know of. Again, you know, I give

them ample opportunities to, you know, I present them with that opportunity, that I'm here. I'm available. Just call me. I'm always a phone call away, if I'm that far away. Otherwise, I'm like a ways to me, across the field.

Q. And do you talk to the workers ever --

A. Yes.

Q. -- during the season?

A. Yep.

Q. And any of them raise any concerns with you?

A. No. And again, I eat lunch with the guys quite often. We have a farm in Maddington, called the Maddington Farm. It's about 12 to 15 miles away from the homestead, I guess. And rather than come all way and then go all the way back, I'll eat lunch with the guys. And same thing, I mean the comradery with the guys, I can ask them several times, is everybody good? And you got enough water? Oh yeah, lot of water. Good water. Yeah, we're happy. Okay, good. And I've yet to eat the same thing twice. And it's phenomenal.

Q. What kind of food do they have?

A. It's primarily Mexican food. And I think I'm starting to get used to the spices.

Q. What are some of the meals that you've had there lately?

A. I really haven't had any chicken and rice yet, because I know I've heard most camps are, you know, just the

general consensus of how these guys might eat is chicken and rice, chicken and rice. Well, I haven't had chicken and rice yet. It's been some kind of pork or beef or just they're always mixing it up, always mixing it up. But again, I haven't had the same thing twice.

Q. What's a -- any breakfast that you've had there lately? What kinds of things would you have for that?

MR. GLICK: Your Honor, I object to the relevance of recent food.

JUDGE TIMLIN: Right. What timeframe are we talking about? Are we talking about 2017 or 2015?

BY MR. SCHULTE:

Q. We can talk about 2015, specifically.

A. Yeah. Yeah.

Q. Do you, do you remember --

A. Exactly the same.

Q. Okay.

A. 2015 was no different.

Q. Okay. If workers are away from the dorms, are there other places that they would ever buy food?

A. There are other places I would assume are available to them. I mean, sure, just like if you wanted to go to WAWA or something like that, but it's much more convenient for them to buy onsite as a convenience.

Q. Maybe I should clarify based on the -- in 2015, did

anyone come to the farm to provide food there?

A. Yeah, we've had what they call food trucks come to the yard often. The guys will get tacos off the back of the truck. We've had other trucks come, but they sell boots or hats or whatever else, and there's never been any objection to any of that stuff, so.

Q. Okay. Did anyone ever approach you in 2015 to ask for a meeting?

A. Yes. The 19 guys that are in question, they did. They wanted to come talk after several attempts for them to form, they just, they finally just wanted to have a meeting and have a talk with me and wanted to me, I guess to hear exactly what they had to say.

Q. Okay. And do you remember when that was roughly?

A. I don't, I don't know the exact date. It was beginning of May, I believe. Midday. Again, I was in Maddington. So I came here for lunch that day and we had a brief meeting shortly thereafter I finished up grabbing a bite to eat, went and talked with the guys.

Q. Okay. And where did you meet with them?

A. At our camp.

Q. Okay. In the dining area? In the bedroom area?

A. It was actually a room when you come down there outside of the bedrooms. There was a few. There was some guys inside and I asked everyone to come out so nobody was like,

well, I wasn't there, or I didn't hear what you had to say. So I had everyone come outside and we gathered outside. And Agustin and I, and then later on my brother showed up, sat down and talked with the guys.

Q. Okay. How many of the workers talked to you?

A. There was one guy doing most of the talking, but there might have been one or two, maybe even three guys who might have had a few things to say. But primarily it was one guy did most of the talking.

Q. What were the other workers doing while they were talking?

A. They were kind of with their, you know, their heads down, and I mean they were, I think they were listening and taking it all in. And when I would say something, the guy would kind of look at the group and he would say to them, you know, whatever I said, or he would ask them, well, what do you think about that? And what do you think about what he just said? And they were kind of, you know, mumble to the ground and never really spoke up. And he was just kind of, I don't want to say he would answer for them, but he did most of the talking.

Q. Okay. And when you spoke to them, would you speak in Spanish or English?

A. Spanish.

Q. Did Agustin translate for you at all during the

meeting?

A. If there was something that I felt that may have been in question, that I couldn't -- because the Spanish I use from day-to-day is just that, it's for getting through my day, and for work purposes and I don't really all the time use like certain terminology. So if there was something that maybe I knew I wasn't clear on, I would Agustin, hey, could you explain this to them for me.

Q. Okay. Do you feel confident --

A. Or he'd ask them.

Q. I'm sorry. Do you feel confident that they understood what you're saying?

A. Yeah, and they were all shaking their head. And as I was speaking they're, you know, they would, when I would get done speaking, they would drag right away, like, in a manner that, yeah, they understood what I say, and they would kind of mumble amongst each other. So, I mean, seeing that I was getting a reaction from the guys, I would say that, you know, they understood me.

Q. Okay. And who spoke first at the meeting?

A. I believe maybe I might have asked Agustin to just kind of open up for me, like open up the general, kind of what we were about to talk about. And then I tried to do most of the talking after that.

Q. And what did he say?

A. And I think he was speaking, I mean, he was speaking in Spanish, and I kind of understood that he was explaining to them that, hey, listen guys, we're here and, yeah, we want to listen to what you have to say. But understand that we've given you ample time to pick up the work, to perform, to understand how to do your work, and we've been more than patient. And like he kind of went on through that stuff, and I just kind of reiterated the best that I could what he had said. And it just went on from there.

Q. What was your understanding of what the workers wanted to talk to you about at the meeting?

A. Well, for the most part, there was -- they just wanted me to understand that the work was hard, and they didn't think they could do it. And I got the feeling that it was more of a -- I even don't know what the word is -- like they felt that maybe they had let us down in some way that they couldn't perform their work, you know, and they said that they had just tried and tried. I even had one guy say that he -- he like chimed in, in the middle of this one guy talking. He said, listen, this work, plain and simple, this is for real men. This work is for real men, okay. And they just wanted to explain that they couldn't do the work. We give them -- we were more than patient and tried to work with them. We tried to work with them aside from the rest of the guys, you know, just took them aside and worked directly with them, side-by-

side. And that, they just, they couldn't get it, which is no big deal. I mean, a guy could have been good for something else, some kind of warehouse working, which we didn't offer at that time.

Q. Do you offer that now?

A. We do now.

Q. And when you say offer, what do you mean by that?

A. In the contract. In 2015, it was just for field work, harvesting, field maintenance, things like that. There was nothing to do with the packing house or running the forklifts, or the warehousing and nothing, none of that work. Now we do it. We've seen how good the program has worked out so now we just encompassed everything, and we have H-2A guys for everything now.

Q. Okay. And do you know what happens if an employer uses H-2A workers outside the jobs that are listed in the contract?

A. Yeah, somehow, some way they get penalized. You know, if that job description does not include that specific job, yeah, I don't want to say it's illegal or anything like that, but yeah, there is ramifications for that for sure.

Q. Okay, so, but in --

A. Negative ramifications.

Q. Sorry. In 2015, what were the jobs that you could have H-2A workers do?

A. Harvesting. Primarily harvesting. Thinning peach trees, trimming peach trees. For the most part, field work. Field work. Yeah.

Q. If you remember, did the 2015 job order say that workers would be picking asparagus?

A. Yes.

Q. Did the workers at the meeting bring up other concerns to you beyond the work?

A. No, primarily it was about the work. They addressed the work.

Q. Okay. And what did you say in response?

A. I just explained to them that, you know, okay, okay, guys, we've tried to do what we can. I think we've exhausted all of our options here, and I'll have to start the process here, and being that I was new in the H-2A program, I had to see what the correct process was to, okay, and we're going to let these guys go, or we're going to send them on their way, however we had to do it. And because my first phone call was to Theresa.

Q. Okay, now, just that's getting ahead of that a little bit. Did the workers tell you that they wanted to leave?

A. Yes.

Q. What did they say?

A. They said that they just couldn't do the work, and that they wanted to go back home. It was, they said, that if

the work was going to be like that all season, there'd be no way they would get through the year.

Q. Okay. Did you fire them?

A. No, absolutely not.

Q. Why not?

A. We desperately needed men, especially that time of the year. Our asparagus crop was coming into full swing. And you can literally sit and turn and watch it grow on a hot day, and we were catching the hot, real hot weather that specific spring. And 19 guys can do an awful lot of work. And I even explained to them, I said, listen, guys, you can go out there and do your best, and even if you cut a third of what the rest of the crew cuts, at least they have to cut a third less. If you guys leave, these guys, man, they've got a lot of work ahead of them. And no, I desperately needed them in my work. I felt that I had tried every -- we had tried everything we could on there. Tried to work with them, tried to accommodate whatever we could.

Q. Did you try to convince them to stay?

A. Yeah. And I think I asked them probably at least twice, maybe even three times during that little meeting if that was their final answer. And I just, I kind of didn't want to accept that, that these 19 guys were going to leave me. And I kind of knew what kind of situation I would be in, so I asked them again. Yeah, they were pretty firm in their decision.

Q. Do you remember how long they'd been working?
A. I don't even know if it could have been a week. A week, ten days at the most.
Q. Did Sun Valley pay for transportation to bring them to New Jersey?
A. Absolutely.
Q. And back?
A. We paid for their visas. Yes, paid -- and back? I believe so.
Q. About how much does it cost for the whole process, to apply for them and transport them?
A. Between the consulting firm, all the advertisements that we have to advertise in the newspapers, for any newspapers, their transportation up here, their visas, things like that, it's -- we figure it to be around $1,000 per man.
Q. Regardless of how long they're there?
A. Regardless of how long they're there.
MR. GLICK: Objection, leading.
JUDGE TIMLIN: Try to stay away from leading questions, please.
MR. SCHULTE: Okay.
BY MR. SCHULTE:
Q. After the workers left, did you take any steps to get additional workers?
A. Yes. Yeah, we got another 19 or 20 guys just as fast

as possible. And that usually takes at least two week, two weeks a window, and they had to do all they could to get me the guys back in two weeks, their replacements.

Q. Did you have to pay the same kind of fees for those guys?

A. Yes. Yes.

Q. Did you lose any asparagus during the time when they were gone?

A. Yes. Once it gets -- there's a certain length, it's pretty much garbage. And again, you could sit there and watch it grow. So by the time that small crew that we were left with got over the fields, it was starting to stretch out and get away from us.

Q. You mentioned before that your first call was to Theresa. What did she tell you?

A. She just told me what the process would be. Here's the one, two, three. Well, this is what we have to do, and start by doing this and getting them to sign that and do this on that form. It seemed like a lot at the time. It was a little overwhelming, but we followed through and did everything to the letter. At least I thought we did.

Q. Did she tell you about the form?

A. Yes.

Q. What did she say?

A. She said she would email me a form, and this is what

you need and get them to sign it. Give them the Spanish, because it was English on top, Spanish on the bottom. It's kind of outlined, just fold it in half for it. You know, they sign, date it, rip it in half. They keep the Spanish version or they throw it in the trashcan, whatever they want to do. And we keep the English one on file.

Q. So did you write that form?

A. No. No.

Q. Did you have any part in the contents of it?

A. No. That was emailed directly from Theresa. I printed it out in my office several copies and had them fill them out.

Q. Let me see if I can show you something. Okay, and so when she emailed them to you, what did you do with them?

A. I simply printed them out and brought them to the camp. Agustin was there. And several pens. And they dated them, signed them, top and bottom, and ripped them half. And I took back the English versions back to the office that we have still on -- I have a file. And left them with the Spanish version.

Q. Did you tell them which box on the form they needed to check?

A. No. I simply explained to them the options. And the way that Theresa explained it to me that, because there's several options on that form. I didn't want to have to check

off the box that said we were terminating them because they couldn't do the work or whatever on that form they say. I gave them the option to check off the box that said that they were returning home because for personal reasons, dot, dot, dot.

And the way Theresa explained it to me, that would be just the right thing to do for them for their future employment. Because field work may not have been for them, they may have been able to do warehouse working or something else. And I didn't want to, you know, put a little mark on their form, saying that, okay, this guy can't -- I had to fire this guy. I didn't want to say that, not that I was firing them anyway. But I gave them the option to personal reasons for that reason just so in the future they wouldn't have any problem getting picked off a list for future work.

Q. Theresa was the one that told you about that, right?

A. Yes.

Q. Okay.

MR. SCHULTE: Can I approach -- actually, I don't have to.

BY MR. SCHULTE:

Q. Can you open -- is there a Binder A in that stack on the left there? That stack of black binders there, there should be one that says, Binder A, JX 1 through 10.

JUDGE TIMLIN: What exhibit would it be?

MR. SCHULTE: We're going to JX-8, please.

BY MR. SCHULTE:

Q. Okay. Do you recognize that form?

A. Yes.

Q. Is that the form we were talking about?

A. Yes.

Q. And who prepared that?

A. Theresa.

Q. Okay. Just so we're clear, is one of the choices there that the worker was fired?

A. No.

Q. Okay. And were any of the workers fired?

A. No.

Q. Did you tell them which of these, one, two, three, four, five, six boxes to check?

A. No. And again, the Spanish version was provided for them so they could definitely read the whole form themselves.

Q. Okay. If you flip to JX-9 for a second. Is that the complete form?

A. Yes.

Q. Okay. And do you see the date on the form?

A. Yes.

Q. What's that?

A. 8/8/15.

Q. Do you remember if it was the same form in May?

A. It was the same form, yeah.

Q. Did you threaten the workers in any way as far as filling out the form?

A. No, absolutely not.

Q. Did you tell them that they had sign it or something bad would happen?

A. No.

Q. Was it their choice to how to fill it out?

A. Yes.

Q. And what did you do with the English part of the form?

A. Brought them back to the office and put them in a file somewhere.

Q. Did you ever mention the form to Jose Perez when he came?

A. Yeah, I believe so.

Q. Okay. You mentioned in 2015, the food trucks and the meals with the workers in the dining hall. Did you ever share other kinds of food with them?

A. Every now and then, I'll -- yes, yes, I have. I'll get back there sometimes in there, and if I'm working late and I'm back around home, I'll stop in there and grab something for dinner.

Q. Do you ever --

A. It just quick and convenient.

Q. Do you ever get outside food to bring to them?

MR. GLICK: Objection, relevance here.
JUDGE TIMLIN: What's the reason?
MR. SCHULTE: What's the objection?
JUDGE TIMLIN: Relevance?
MR. SCHULTE: It goes to kind of the nature of the working relationship.
JUDGE TIMLIN: Okay, go ahead.
THE WITNESS: Yeah, I do it. I'll bring them Dunkin things in the spring. Some cold days that we're laying plastic and working outside doing pipe work, whatever it may be, I brought them Dunkin things, and I get a big thing of coffee and get them a couple dozen donuts. Yeah, absolutely, I do.
BY MR. SCHULTE:
Q. What about if it's hot out?
A. I always -- again, I always have a cooler in the back of my Gator and give them water, all time cold water, any time.
Q. Anything else when it's hot?
A. No. Well, that's pretty much just plain water.
Q. Okay. Did you ever notice that the water had run out in the field?
A. No. Every time I've gone up to the truck there's water in the trucks.
Q. Do you know if they refill it?
A. Yeah. Yeah, throughout the day there was, I think there's one or two guys and that's all they do is replenish the

water.

Q. Is there water in the dining room?

A. Yes.

Q. At all the meals?

A. Yes.

Q. Do you have any say over the price that workers buy drinks from Agustin?

A. No.

Q. Do you have any role in that?

A. No.

Q. Does anyone else in Sun Valley?

A. No.

Q. Do you get any of that money?

A. No.

Q. What about for beer?

A. Absolutely no.

Q. Any -- if -- who runs the meal plan?

A. Agustin.

Q. Okay. Does anyone else collect money for that?

A. No.

Q. Do you know what would happen if the cost of the meals was greater than the amount of that he took in, what would happen?

A. Yeah, he would get otherwise the difference, I would, I would imagine. If it's over whatever the, what is it called,

the AR, AEWR, whatever it is.

Q. I think we had it back -- I think I was unclear. I'm sorry. That if he, the amount that he had to pay for food and workers was more than the amount that he earned so that he was losing money, would Sun Valley pay him?

A. Nope, that's, that's only his deal.

Q. Okay. Did you ever tell him how much to charge for meals?

A. No. No.

Q. Did he know -- did you ever talk to him about the government limit?

A. For meal plan, absolutely, yes.

Q. Okay. Do you know if he ever charged more than that?

A. As far as I know, no, he hasn't.

Q. Okay. Does Sun Valley get any of the money from that?

A. No.

Q. Okay.

MR. SCHULTE: Nothing else at this time, Your Honor. Thank you.

THE WITNESS: Can I get a glass of water, please?

JUDGE TIMLIN: Sure.

MR. GLICK: Thank you. Thank you, Your Honor.

CROSS-EXAMINATION

BY MR. GLICK:

Q. Good morning, Mr. Marino.
A. Good morning.
Q. So do I understand correctly from your testimony this morning, you're very involved in Sun Valley Orchards' business operations?
A. Yes.
Q. And you have a lot of responsibilities?
A. Yes.
Q. And one the things you did in 2015 was hire a company to help you apply for the H-2A program?
A. Yes.
Q. And you were involved in completing the H-2A applications?
A. That's correct.
Q. You signed the job orders in 2015?
A. Yes.
Q. Is there a Binder A on the table in front of you?
A. Yes.
Q. Could I ask you to turn to that please? The first tab, JX-1, could I ask you to turn to page 6 please?
Is that your signature?
A. Yes.
Q. And going back to page 1 of JX-1, do you recognize this document?
A. Yes.

Q. That's the job order that Sun Valley filed in 2015?
A. Okay.
Q. It's one of the job orders Sun Valley filed in 2015, right?
A. Yes.
Q. And turning to JX-3 please. JX-3 is another of the job orders is another of the job orders that Sun Valley filed in 2015?
A. Okay.
Q. Do you recognize JX-3?
A. Yes.
Q. Is it the job order that Sun Valley filed in 2015?
A. Looks like it.
Q. And can you turn to page 47 please? That's your signature?
A. Yes.
Q. The company that you hired in 2015 was National Agricultural Consultants?
A. That's correct.
Q. Did you provide information to National Agricultural Consultants to fill out the job orders?
A. Yes.
Q. You reviewed the drafts that the agency prepared?
A. Yes.
Q. You made some changes to the drafts?

A. I'm sure I did.
Q. You made a few rounds of changes?
A. Probably.
Q. And then you signed the job orders?
A. Yes.
Q. You reviewed the job orders before signing them?
A. Yes.
Q. The New Jersey Department of Labor inspected Sun Valley's housing in 2015?
A. Yes.
Q. That was in February of 2015?
A. Yes.
Q. That was before the agricultural workers arrived?
A. It has to be inspected before they arrive. Pre-occupancy inspection.
Q. And workers began arriving in April?
A. I'm not exactly sure, but yeah, I think so.
Q. It was after February?
A. Mm-hmm.
Q. Could I just ask for the court reporter to make sure to --
A. Yes.
Q. -- answer verbally?
A. Okay.
Q. And workers arrived in Sun Valley after February,

2015?

A. Yes.

Q. They didn't arrive before February 2015?

A. No.

Q. Once the workers arrived, you didn't enter the worker housing in 2015?

A. Not their bedrooms, no.

Q. You didn't enter their bedrooms?

A. No.

Q. Now I want to ask more about the kitchen at Sun Valley. You ate at that kitchen sometimes in 2015?

A. Yes.

Q. You ate with some of the workers?

A. Yes.

Q. You didn't pay for those meals that you ate at the kitchen?

A. I think we tried to.

Q. Agustin didn't collect any money from you?

A. No. Most of the time he would tell me no.

Q. He never collected money from you for the meals?

A. No.

Q. And in 2015, you brought Agustin to some meetings with the U.S. Department of Labor?

A. Yes.

Q. You made sure he understood there were limits on how

much he could charge for meals?
A. Yes.
Q. You wanted to make sure that he understood those limits?
A. Yes.
Q. And you sometimes accompanied Agustin to those meetings?
A. Every time.
Q. You told him to keep receipts for the grocery purchases that he made?
A. Yes.
Q. And you never told Agustin that he had to allow workers to cook in the kitchen?
A. Say that again.
Q. In 2015, you never told Agustin he had to permit workers to cook in Sun Valley's kitchen?
A. I never told him to tell the guys that they couldn't work, cook in the kitchen.
Q. And you never told him, you never told Agustin that he had to permit them to cook in Sun Valley's kitchen?
A. I don't believe I ever told him that, no.
Q. You never told him that?
A. Not that I recall. I told him to accommodate the guys however he had to.
Q. When you ate at the kitchen at Sun Valley, that was

during lunch?

A. Primarily.

Q. You never saw workers cooking in the kitchen at lunch time?

A. No.

Q. Sun Valley's kitchen wasn't big enough for many workers to cook simultaneously?

A. No.

Q. Would it have been expensive to build a bigger kitchen at Sun Valley?

MR. SCHULTE: Objection, Your Honor. That's speculation and I don't see how it relates. The kitchen was there. The kitchen was built as with testimony that was yesterday, 30 some years ago.

JUDGE TIMLIN: It is speculative. Move on, Mr. Glick.

BY MR. GLICK:

Q. Agustin basically had complete control over the kitchen at Sun Valley?

A. Yes.

Q. So he could prevent a worker from cooking in it?

A. I suppose so.

Q. And that kitchen we've been talking about, that's Sun Valley's kitchen?

A. It's part of the whole complex, you know, of the

whole facility, yes.

Q. Sun Valley owns the kitchen?

A. Yes.

Q. Sun Valley pays for the gas?

A. Yes.

Q. Sun Valley pays for the electricity?

A. Yes.

Q. In fact, there's a separate electric meter for the kitchen?

A. Yes.

Q. Sun Valley pays for that separate electric bill for the kitchen?

A. Yes.

Q. There's a separate gas tank for the kitchen?

A. Yes.

Q. Sun Valley pays that separate gas --

A. Yes.

Q. -- for the kitchen?

A. Yeah. Yes.

Q. So Mr. Schulte asked you some questions about workers who left in August.

A. Okay.

Q. I'd like to talk a little bit more about that.

MR. SCHULTE: Objection, Your Honor. I don't think we talked about that.

JUDGE TIMLIN: The workers who left in August?
MR. SCHULTE: Well, there --
MR. GLICK: I think we only talked about May.
MR. SCHULTE: There was, there was testimony about the, I mean, at least first the damage to crops because of --
JUDGE TIMLIN: It wasn't.
MR. GLICK: -- disease and also with regard to a form JX-9 signed in August. And I thought it was the same form as in May. I think those two things link together.
JUDGE TIMLIN: Okay. I do remember both of those.
MR. GLICK: Okay, Your Honor. I just --
JUDGE TIMLIN: Go ahead.
MR. GLICK: Yes, Your Honor.
BY MR. GLICK:
Q. There was no crop failure in August 2015?
A. Yes.
Q. Too many workers were still on the payroll for the work that remained?
A. That's correct.
Q. You decided to let some of the workers go?
A. Yes.
Q. And you were involved in coming up with a list of workers to let go?
A. Yes.
Q. You personally explained to those workers that you

would let them go?
A. Yes.
Q. And you gave those workers forms to sign before they left?
A. Yes.
Q. That was the same kind of form that the workers who left in May signed?
A. Yes.
Q. Okay. I believe you testified that those forms had no box for a worker to indicate that they'd been terminated?
A. That's correct.
Q. Again in that same binder, Mr. Marino, Binder A, if you could please turn to JX-8, page 114, sort of in the middle of the range of pages in JX-8. Are you at page 114?
A. Yes.
Q. I'm going to read starting in the middle of the first line, if you could read along with me. "I do hereby resign my job with SVO, farm name."
Mr. Marino, did I read that correctly?
A. Yes.
Q. And is that your signature on JX-8, page 114.
A. It's not my signature. It just says print. That's my printed name.
Q. It's your name?
A. Yes.

Q. And it's dated August 8, 2015?
A. Yes.
Q. The workers who left in August were terminated?
A. It says, "Work has slowed down, and I would like to return home." Work slowed down and they returned home.
Q. The workers who left in August were terminated?
A. Because work slowed down.
Q. They didn't resign?
A. Work slowed down. And work slowed down so they returned home.
Q. You didn't give them a choice?
A. If I have to answer that question, I guess not.
Q. So they didn't resign?
A. I guess not. As a technicality, I guess not.
Q. I think there should be another binder on the table, it's labeled Binder 9. If I could ask you to find Binder 9 please. And can you please turn to the tab marked PX-39? Once you're at PX-39, page 1191, please. Are you at page 1191?
A. Yes.
Q. Sun Valley filed notices to government agencies when worker left in 2015?
A. Okay.
Q. Is that right?
A. Yes.
Q. Sun Valley used it's agent to file these

notifications to the government agencies?

A. They notify the proper agencies, yes. Yes.

Q. And Sun Valley used the Agent to make the notifications?

A. Yes.

Q. I'm going to read some passages from page 1191 and I'd like to ask you to read along with me. In about a third of the way down the page, maybe halfway, "The Sun Valley Orchards, LLC is hereby notifying the United States Department of Labor of the failure to show up for work, finishing work three days early, termination, or leaving work." And then it continues, "The reason for the notification, workers returned for personal reasons."

Did I read that correctly?

MR. SCHULTE: Objection, Your Honor. We've covered this already. This is an exhibit that speaks for itself. I'm not sure what the relevance of any of that.

JUDGE TIMLIN: I think it's relevant. I'm not sure where Mr. Glick's going with it, but I think he gets -- he certainly can read the document and ask questions based on the document.

MR. SCHULTE: Do we have a -- have we established that the witness has seen the document? I mean, why is he interpreting someone else's email?

MR. GLICK: I mean it's, I think it's been, I can

certainly make further questions for a foundation maybe first.

JUDGE TIMLIN: Yeah. You want to, yeah. Let's, let's get a better foundation.

BY MR. GLICK:

Q. Has established that there were notifications filed. Mr. Marino, on the fourth line from the top, next to the cc line, Russ is written there. That's your name?

A. Yes.

Q. The Sun Valley's notifications to government agencies, you were cc'd on those emails?

A. Yes.

Q. You were cc'd on this email, page 1191.

A. Yes.

Q. On August 21, 2015?

A. Yes.

MR. GLICK: I believe that is quite an adequate foundation for Mr. Marino to continue testifying about it.

MR. SCHULTE: I haven't heard him say that he's seen it before.

JUDGE TIMLIN: I think since -- I think he's copied on it, so I'm going to allow to continue questioning him on it. And he is a principal of the company, and this is --

MR. SCHULTE: Okay.

JUDGE TIMLIN: -- a notice sent on behalf of the company by an agent of the company --

MR. SCHULTE: But if the question is --

JUDGE TIMLIN: -- to the National Agricultural Center and he's copied on it. I think he can answer questions about it.

MR. SCHULTE: Okay.

JUDGE TIMLIN: And if he didn't see it before, then I have questions about how much attention he's paying to his job, okay. Because if he didn't see -- if he's running the H-2A program for his company, which he's testified that he does --

MR. SCHULTE: Yeah.

JUDGE TIMLIN: -- and he's using a consultant to make these reports, which he's testified that he's paid for the consultant, and he's being cc'd on an email from the consultant that the consultant has sent on SVO's behalf to a government agency, and he hasn't seen it, I would have some issues with that.

MR. SCHULTE: Yeah, no, no. I didn't mean to suggest he hadn't seen it. I just think that the foundation is essential to it and if the question is, what did someone, what did your agent mean when he said something --

JUDGE TIMLIN: Well, we didn't hear the question yet, so let's get the question first. But you can continue to question on it.

MR. GLICK: Okay. Thank you, Your Honor.

BY MR. GLICK:

Q. This is a notification regarding 25 workers. Is that right?

A. Yes.

Q. On page 1191?

A. Yes.

Q. A notification regarding workers absent as of August 8, 2015?

A. That's correct.

Q. These 25 workers didn't leave for personal reasons.

MR. SCHULTE: Objection, Your Honor. None of these 25 are at issue in the case. The Administrator has conceded that they all met their three-quarter guarantee. The reason reported for why they did or didn't leave is irrelevant.

MR. GLICK: I would point out that there's a common incident of the termination of a group of workers. And I can turn to another exhibit, but I believe it will be clear very soon that there were two notifications sent corresponding to the same group, and the same justification was given for the group as a whole.

Now there are only certain workers who are ultimately at issue in terms of the three-quarters calculation, but the common course of conduct in regard to these 44 workers is what's at issue here.

JUDGE TIMLIN: Don't you think you should be using whatever exhibit applies to the workers who are seeking back

wages?

MR. GLICK: And I'm happy to go there right now, but because it's broken up into two notifications, I think it's important to sort of establish the overlap, or the perfect overlap I would put it, between the two emails and the number of workers.

JUDGE TIMLIN: But the -- well the document's in evidence. So let's go to the one that's more relevant to the people who you're seeking back wages for.

MR. GLICK: Thank you, Your Honor.

BY MR. GLICK:

Q. Mr. Marino, I'd like to ask you to turn to page, still in PX-39, to page 1194, please. Page 1194 is another notification of worker departures. Is that right?

A. Yes.

Q. A notification by Sun Valley?

A. Yes.

Q. Filed through Sun Valley's agent?

A. Yes.

Q. An email sent on August 21, 2015?

A. Yes.

Q. You were cc'd on this email?

A. Yes.

Q. I'm going to read again in the middle of the page, and I'll keep it quick here. Next to the number 1, the reason

for the notification, "Workers returned home for personal reasons."

Mr. Marino, did I read that correctly?

A. Yes.

Q. And turning the page to 1195.

MR. SCHULTE: I'm sorry, Your Honor. I mean, just that given that time is short, this was a statement to other agencies, not to Wage Hour, not part of this investigation. It was not offered to assert a defense against three-quarter guarantee. This was presented to other agencies. There's no accusation that it was not accurately stated by their agent to these agencies. Those agencies, to the extent that they have issues with it, are perfectly capable of raising that issue. I don't see where this gets us in the case.

MR. GLICK: Your Honor, at least two points. The first is that this is the notification that an H-2A employer is supposed to file under circumstances when workers depart. And so there's not going to be any other notification at issue. It's a notification to the U.S. Department of Labor among other agencies.

And second, frankly, it goes to the credibility of the reasons for workers departure overall.

MR. SCHULTE: Is there a -- we've conceded that the workers in August were terminated without cause. There was not enough work and they -- we can argue as to whether all or only

some of them, most of them met their three-quarter guarantee. That's a separate issue. But what was told to ETA or Homeland Security, I don't see how that makes that more or less likely, or assisted in the termination.

MR. GLICK: There are specific reasons given for workers departure in various forms in 2015 to government agencies. If the assertion is that the Agent actually has a role in the creation of the termination, or of the forms, and is also filing the notifications, there's the same sort of overall question of the reliability of the information given for workers' departure. This was all part of the same circumstances.

MR. SCHULTE: Again, the defense has never been that those workers left by choice, those four. They were terminated. There may be a dispute as to the accounting as to how many hours were worked, how many were offered. We've heard plenty about that. There's no, there's no use of the form that's as a defense to claim that they left by choice and were properly reported and so therefore that terminated the three-quarter guarantee. That's an issue for the first 19. That's a separate thing. But this -- this has nothing to do with anything.

MR. GLICK: If there's a concession that the reasons given for the workers departure in August was not correct, we can certainly move on.

JUDGE TIMLIN: Let's move on.

BY MR. GLICK:

Q. Mr. Marino, there's another binder that I'm not sure that you have, and I just need to take a moment to make sure you have a copy.

MR. GLICK: And for the Court and for Counsel, looking at Binder 3, going to be PX-15 hyphen -- I'm sorry, what number?

JUDGE TIMLIN: He might not have it up here. I don't know.

THE WITNESS: What --

MR. SCHULTE: What exhibit?

MR. GLICK: I'm sorry. I stopped speaking in mid-sentence. In Binder 3, PX-15-2, which I believe has been admitted into evidence.

MR. GLICK: May I approach, Your Honor, the witness?

JUDGE TIMLIN: Yes.

MR. GLICK: Mr. Marino, I'm handing you Binder 3.

MR. SCHULTE: And on this, Your Honor, it was admitted into evidence. It's a Government document. It speaks for itself. I guess we'll find out what the relevance is. I'll save my objection. But, and --

JUDGE TIMLIN: Okay.

MR. SCHULTE: -- no. Actually at this point, you know, any questions about it, this was for a period that's not

at issue in the case.

MR. GLICK: Your Honor, there's been testimony about the consistency of certain practices at Sun Valley over time. I believe in particular in regards to the kitchen, and there are issues regarding the CMPs, regarding post-investigation commitment to compliance. There's relevance generally in terms of the agency and who was in control of the company at issue in this case, and --

MR. SCHULTE: No, there isn't. Like it, like the --

JUDGE TIMLIN: Well, I thought there was a whole big issue about agency and --

MR. SCHULTE: Not about who's in control of the company.

JUDGE TIMLIN: But -- go ahead.

MR. GLICK: I think that there's, there -- I understand the Respondent has put at issue the extent of Mr. Hernandez's agency, the relative roles of the various individuals involved in the company, and the scope of agency. I mean --

MR. SCHULTE: And this document speaks to none of those.

JUDGE TIMLIN: I haven't heard his questions yet on this document, but the document is in evidence, so he can ask questions about the document and we can address them one by one in terms of whether or not they're relevant. But this document

itself is in evidence. And my understanding, I mean, to the extent that -- and I think we've talked about this before. To the extent that one of the factors that comes into this decision about issuing CMPs has to do with behavior after the 2015 growing season, I think it has that relevance. We'll see if they can tie that up. I don't know if they can tie that up with this particular document. I haven't heard enough yet.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Go ahead, Mr. Glick.

BY MR. GLICK:

Q. Mr. Marino, Sun Valley participated in H-2A program in 2016?

A. Yes.

Q. And Sun Valley filed another job order?

A. Yes.

Q. In the 2016 job order -- first may I ask you to open in Binder 3 to PX-15-2? Let me know when you're there.

MR. SCHULTE: Your Honor, my understanding --

THE WITNESS: Yes.

JUDGE TIMLIN: Although, this is in Binder 3. This is where we've been, 15-2?

MR. SCHULTE: Yes.

MR. GLICK: Yes, Your Honor.

JUDGE TIMLIN: Oh, okay. Okay. I thought you were sending me somewhere else, okay.

MR. GLICK: I'm sorry.

MR. SCHULTE: To the extent the question's getting into the deep, the contents of this job order, could we have some kind of foundation? Or, you know, some kind of explanation of how this relates to CMPs, if that's the reason that it's offered.

MR. GLICK: One of the factors at issue in the CMP calculations is commitment to compliance, and therefore it was post-investigation conduct can be relevant.

MR. SCHULTE: This was filed before the WH-56 was served. The determination notice in this case dates from June of 2016. Documents that were filed herein, this looks like February of 2016, I'm not sure what that says or doesn't say about future compliance going forward.

JUDGE TIMLIN: I don't actually know either because we haven't had any questions. So --

MR. SCHULTE: I'm not sure how any question could be.

MR. GLICK: Well, those --

JUDGE TIMLIN: I want to --

MR. SCHULTE: The dates --

JUDGE TIMLIN: I want to --

MR. SCHULTE: -- are the dates.

JUDGE TIMLIN: -- hear the questions.

MR. GLICK: -- certainly intend to keep it short. And as I believe I argued, there are questions again related to

agency at issue here.

JUDGE TIMLIN: All right. Go on.

MR. GLICK:

Q. Mr. Marino, do you recognize PX-15-2?

A. Yes.

Q. This is a job order Sun Valley filed in 2016?

A. Okay.

Q. Is it?

A. Yes.

Q. Could you please turn to page 509? Let me know when you're there.

A. Okay.

Q. That's your signature on page 509?

A. Yes.

Q. And I'm now going to page 505. So I'm going to read from near the top. Please read along silently with me.

MR. SCHULTE: Objection. Two-fold, Your Honor. The document's here, it's in evidence. I mean, if we can avoid the reading exercise of it. But also, I'm still waiting to hear where this -- and maybe it will, but the contents of this is relating to either agency or future compliance. Those are the two grounds offered.

MR. GLICK: I think there's nothing on this page that's --

JUDGE TIMLIN: The problem, Mr. Schulte, is you keep

objecting before he even asks the question. So until I hear the question, and I'm not --

MR. SCHULTE: I understand. But in the --

JUDGE TIMLIN: I'm not meaning to be short with you. But I'm, all I'm hearing -- I heard a lot of preliminary information which he's done to establish it, is this a document that Mr. Marino recognizes. This is a document that Mr. Marino signed. But yet you haven't given him an opportunity to ask any substantive questions in which I could determine --

MR. SCHULTE: Okay.

JUDGE TIMLIN: -- whether or not those questions are related to his allegation, if this document is going towards establishing some lack of future compliance or disregard for the laws or what. I forget what the whole argument was. But let him ask the questions, and then we'll figure out, okay? Sorry.

MR. GLICK: Your Honor, I intend to go there quite quickly, and I don't want to further represent what, where the question is going --

JUDGE TIMLIN: And if there's a way, Mr. Glick, that you can point him to the paragraph that you're -- that's in issue and just ask him to read it to himself, and then ask questions from it rather than reading it, if that will speed up the process, then let's do that.

MR. GLICK: Absolutely, Your Honor.

JUDGE TIMLIN: Okay? Because I can read too. We can all, all read.

MR. SCHULTE: And for what it's worth, Your Honor, this is also outside the scope of direct.

MR. GLICK: There was testimony about the kitchen, about the meals at Sun Valley.

JUDGE TIMLIN: Yeah, then it's not outside the scope of direct. Go ahead. I'm assuming this is going to get us to housing and the kitchen. So go ahead.

MR. GLICK: Speaking of the kitchen, Your Honor.

BY MR. GLICK:

Q. Mr. Marino, can you please read the first two sentences on page 505? They begin in, "Employers will furnish." Let me know when you're finished.

A. I'm finished.

Q. Those statements about meals being provided at a cost, those were accurate in 2016?

A. Yes.

Q. And nothing changed about the kitchen in Sun Valley in 2016?

A. No.

Q. The 2015 job order should have been worded the same way.

MR. SCHULTE: Objection. It calls for a conclusion and speculation.

JUDGE TIMLIN: Yeah, sustained. Go ahead, continue.

BY MR. GLICK:

Q. Was it accurate in 2015 that Sun Valley -- let me rephrase the question.

Was it accurate in 2015 that three meals per day were provided at a cost?

A. Yes.

Q. The job order for 2015 didn't disclose that cost?

A. No. It was an oversight.

Q. It's your testimony that it was, the 2015 job order should have been worded differently?

A. Yes.

MR. SCHULTE: Objection, Your Honor. Never mind.

JUDGE TIMLIN: Yeah, he --

MR. SCHULTE: He already answered.

JUDGE TIMLIN: He answered it.

BY MR. GLICK:

Q. In 2015, Agustin Hernandez provided the meals in the kitchen at Sun Valley?

A. Yes.

Q. And in 2016, Agustin Hernandez provided the meals in the kitchen in Sun Valley?

A. Yes.

Q. The same way?

A. Yes.

Q. Now I want to turn briefly to transportation at Sun Valley. Mr. Marino, you never told workers in 2015 about whether there was transportation provided to town?

A. Yes, there was.

Q. You never told the workers about that transportation?

MR. SCHULTE: Objection, Your Honor. Misstates.

THE WITNESS: Yeah, it --

MR. SCHULTE: It's in the job order. We've established painstakingly this morning that he signed the job order. The workers received it, he told them. Counsel's misrepresenting it.

MR. GLICK: Two points, Your Honor. First, the question was more specific, was about Mr. Marino's own statements or not about -- to workers about that transportation. And secondly, I think it's already been established that here are significant questions about the accuracy of the job order. And so the job order certainly didn't speak for itself in terms of the conditions on the ground.

MR. SCHULTE: But that we're -- the objection isn't to the accuracy of that. We've established that already. It's that he said that. If he wants to clarify, did he orally say it, you know, was there a meeting, something like that, that's fine. But he can't say that it was never told to them.

JUDGE TIMLIN: Can you rephrase your question,

please?

MR. GLICK: Yes, Your Honor.

BY MR. GLICK:

Q. After the workers arrived at Sun Valley in 2015, no one from Sun Valley management told the workers about the transportation?

A. Not formally. But when the bus was getting ready to leave to go into the town, they said, okay, whoever wants to go, get on the bus, we're going to the town just like your contract says that every one of you have a copy of.

MR. SCHULTE: Your Honor, is it possible to not have Counsel stand behind us while we're taking notes?

JUDGE TIMLIN: Can you stand over on the other side Mr. Heyman-Kantor? I know, I had been meaning to ask you to stand further back.

MR. HEYMAN-KANTOR: Just ask me, and I would be happy to do it, too.

JUDGE TIMLIN: Yeah, but -- that's better. Thank you.

BY MR. GLICK:

Q. So now I wanted to turn to that May meeting that you were telling us about earlier this morning. So there was a time when Agustin told you there was an issue with the workers?

A. Yes.

Q. It was important to figure out what the issue was?

A. Yes.
Q. And you arrived at the camp relatively quickly that day?
A. Yes.
Q. Before you arrived in the camp, your perception was that the workers didn't want to do the work?
A. That's correct.
Q. You thought they had already made up their mind?
A. The way Agustin had explained it to me, he said that they were -- they had their mind made up and they wanted to return home.
Q. So that's what you understood even before you arrived to the camp?
A. Yes.
Q. And when you arrived at the camp, Agustin was there, too?
A. Yes.
Q. Mr. Joe Marino wasn't there?
A. Not for the first few moments, no.
Q. No one else from Sun Valley management was there?
A. Not yet.
Q. During that meeting, you spoke Spanish to the workers?
A. Yes.
Q. You spoke Spanish for most of the meeting?

A. Yes.
Q. Only had Agustin translate a relatively small portion in the meeting?
A. That's correct.
Q. And I understand your Spanish is questionable?
A. I guess so. I -- that's open for interpretation I would believe.
Q. Your conjugation isn't very good?
MR. SCHULTE: Was there testimony about this?
JUDGE TIMLIN: He mentioned grammar. He did say his grammar, so --
MR. SCHULTE: Okay.
BY MR. GLICK:
Q. Your conjugation isn't very good in Spanish?
A. I'm not sure what part of my Spanish is not perfect.
Q. You don't always conjugate your verbs when you speak Spanish?
A. I guess not.
Q. Your conjugation isn't very good?
A. I guess not good.
Q. And you were also nervous at that meeting?
A. I don't know nervous as so much as anxious to get the answers. I like to understand what was going on.
Q. You didn't know the names of any of the workers who spoke at the meeting?

A. No. I have -- no, I didn't know.
Q. You have the power to fire workers at Sun Valley?
A. Is that a statement or a question?
Q. It's a question.
A. Okay.
Q. You have the power to fire workers at Sun Valley?
A. Because you're asking all questions, they're like statements. I believe so, if the proper procedure is followed.
Q. You testified that, you know, after the meeting, you started the process of letting the guys go.
A. That's correct.
MR. SCHULTE: Okay, objection. Could we clarify which meeting?
MR. GLICK: The meeting --
JUDGE TIMLIN: Yeah, we're talking about -- we've been talking about the May meeting, so I'm assuming we're still talking about the May meeting. Was there more than one May meeting?
MR. SCHULTE: No, I didn't know.
JUDGE TIMLIN: Yeah. He -- this whole, I think this whole series has been about the May meeting.
MR. GLICK: That's correct, Your Honor.
BY MR. GLICK:
Q. And after that May meeting, you brought forms for the workers to sign?

A. Yes.
Q. Those forms already indicated that the workers were resigning?
A. Yes.
Q. The forms said that before you gave them to the workers?
A. I'm sorry?
Q. The forms, before you gave the forms to the workers, the forms already said that the workers would be resigning?
A. Yes. And that's why I brought that form with me to the camp after the meeting, after it was determined that they were resigning.
Q. You had Agustin make sure that the workers signed the forms?
A. Well, he helped me pass them out and pass some pens out, and collect them back so I could make sure I got them all back to put in the office.
Q. You were there when some of the workers signed those forms, right?
A. Yes.
Q. You suggested how some of the workers should check the box in the forms?
A. I simply made a suggestion, yes.
MR. GLICK: Your Honor, I have no further questions at this time.

JUDGE TIMLIN: Redirect.

MR. SCHULTE: Just a couple, Your Honor.

JUDGE TIMLIN: Okay.

REDIRECT EXAMINATION

BY MR. SCHULTE:

Q. Do you have Exhibit 15-2, again? That's Binder 3.

A. In Binder 3?

Q. I believe, yeah.

A. Okay.

Q. Do you know which year the Department of Labor is seeking money from you for?

A. 2015.

Q. Any other years?

A. No.

Q. Okay. In that first paragraph there, it says that --

JUDGE TIMLIN: Which page are you on?

THE WITNESS: Yeah, on 504?

MR. SCHULTE: I'm sorry, page 505. Sorry.

BY MR. SCHULTE:

Q. Question 14, "Employer will furnish meals." Does Sun Valley furnish the meals?

A. No.

MR. GLICK: Objection. The document --

JUDGE TIMLIN: Okay. I --

MR. GLICK: -- doesn't say those exact words.

JUDGE TIMLIN: I don't see -- I was going to say, I do not see those words in there.

MR. SCHULTE: I'm sorry. "Employers will furnish workers living in employer-provided housing with three meals per day." Are we on the right page, 505?

JUDGE TIMLIN: Oh yeah, on the right page. Okay, now I see what you're saying.

MR. SCHULTE: Sorry, the very first line.

BY MR. SCHULTE:

Q. So Sun Valley is the employer?

A. Yes.

Q. Nobody else gives paychecks to these workers?

A. No.

Q. Okay. But does Sun Valley furnish the meals?

A. No.

Q. Does Sun Valley take deductions from pay?

A. Absolutely no.

Q. Okay. Is this statement accurate?

A. No.

Q. Okay. If you could go to Binder A, back to JX-1, page 2.

A. I'm sorry, you said JX-2?

Q. JX-1, page 2. Should be the same, Question 14.

A. Yes.

Q. Did Sun Valley furnish cooking and kitchen facilities

in 2015?

A. Yes.

Q. Did the worker's pay Sun Valley for that?

A. No.

Q. Were the workers taken to the store to buy food if they wanted?

A. Yes.

Q. Okay. So is that accurate?

A. No.

Q. Which part is inaccurate?

A. That employers will furnish the meals.

Q. No, no, no. I'm sorry. In 2015, it says that they will furnish facilities.

A. Oh, facilities, yes.

Q. Okay.

A. Yeah, yeah we did. Yes.

Q. Okay. Do you know of any workers that Agustin prevented from cooking in the kitchen?

A. No.

Q. Nobody. Did anyone --

A. I don't know if anybody even ever asked to cook in the kitchen.

Q. Did anyone ask you?

A. No.

Q. Did Agustin tell you he had blocked anyone?

A. No.

Q. What did you tell the workers as they were getting on the bus as they left in August?

A. The gentlemen that we let go early because of the crop loss? I just, I thanked them for their services and hoped to see them again. And I believe some of them have returned. A lot of them have returned.

Q. And do you handle orientation when the workers come?

A. Yeah, sometimes I'm there. Yes, sometimes.

Q. Who primarily speaks to them and explains the rules to them?

A. Primarily, Agustin. But again, there are a lot of return workers and they pretty much, they know the big picture. They know what's going on.

MR. SCHULTE: Okay, no more questions. Thank you. Nothing further.

JUDGE TIMLIN: Anything off of that?

MR. GLICK: Nothing from me, Your Honor.

JUDGE TIMLIN: Okay, my turn.

When you were talking about the inspection of the housing in early 2015, you gave a name of the inspectors and I didn't catch their name.

THE WITNESS: Hipolito Lagares.

JUDGE TIMLIN: And can you -- do you have any idea how to spell that?

THE WITNESS: Yes. It's just exactly how it sounds H-I-P-O-L-I-T-O, Largares. It's L-A-R-G-E-S (sic) I believe.

JUDGE TIMLIN: Okay. Okay. And you said something about having a cooler in the back of your Gator. What's a Gator?

THE WITNESS: It's like a little 4-by, like a little side by side, little four wheeler.

JUDGE TIMLIN: Like an ATV?

THE WITNESS: Yes.

JUDGE TIMLIN: Because then that's just a brand name on it?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. How long does the asparagus season last? How many weeks do you spend picking asparagus?

THE WITNESS: How many weeks?

JUDGE TIMLIN: Yeah.

THE WITNESS: Six to eight.

JUDGE TIMLIN: And is it one concurrent with other things that you're growing? Or are you only picking asparagus and then you move on to picking other things?

THE WITNESS: We're cutting asparagus on the yellow basis. We're not harvesting anything else. However we are transplanting that time of year. We are seeding all the other vegetable crops to go into the greenhouse.

JUDGE TIMLIN: Okay. And that transplanting work and

seeding work, who's doing that?

THE WITNESS: The same men.

JUDGE TIMLIN: So that's also the H-2A guys?

THE WITNESS: Yes. That's all in their contract. And we're laying plastic as well, and irrigation installation, all that kind of stuff.

JUDGE TIMLIN: So it was your testimony that when these guys came to you in May, you desperately needed them. You didn't want them to leave?

THE WITNESS: That's correct.

JUDGE TIMLIN: Did you consider giving them different work than picking the asparagus?

THE WITNESS: And I believe some of the men did transplant one day or so. But the asparagus at the time, the harvesting definitely takes precedence over any of those other jobs. Because it's -- that's what we do. We grow stuff to harvest it.

JUDGE TIMLIN: Did you talk to them about the fact that this is the first crop of the season, and that if they hung on for a while there'd be other work --

THE WITNESS: Yeah.

JUDGE TIMLIN: -- that might not be as --

THE WITNESS: We explained to them. We explained to them. I mean, we explained that the work would get -- harvesting would be different, maybe not as intense. But they

just said, you know, if the work is going to be this hard all year, then we're not going to make it, is what they told us. And yes, I did explain to them that harvesting other crops would be different.

JUDGE TIMLIN: Who's Theresa?

THE WITNESS: Theresa Ward is the, I guess --

JUDGE TIMLIN: What's her last name?

THE WITNESS: Theresa Ward.

JUDGE TIMLIN: Ward.

THE WITNESS: W-A-R-D.

JUDGE TIMLIN: Okay.

THE WITNESS: She is the owner and I would believe managing. I mean, she's very active in her company of National Agricultural Consulting.

JUDGE TIMLIN: Okay. So she was your contact there --

THE WITNESS: That's correct.

JUDGE TIMLIN: -- that you dealt with --

THE WITNESS: That's correct.

JUDGE TIMLIN: -- whenever you had issues?

I think when you were talking about the housing and it went through an inspection, and that's before the guys come. And I know you said that, you know, when you learned that things that needed to be repaired, you were kind of -- and I think you said something about cleaning them. How are the

dormitories cleaned when the guys are living in them?

THE WITNESS: We have a minimum of one guy. He pretty much stays back the camp after the meals, or even first thing in the morning, and it's his job to pick up around the camp. He mows the lawn around the camp. He may even help the cooks with the heavy lifting if they have to bring a lot of supplies in, you know, load the freezers up, things like that. He pretty much stays around the camp.

JUDGE TIMLIN: How are the bathrooms cleaned and maintained?

THE WITNESS: That same guy.

JUDGE TIMLIN: Does he clean inside the dormitory homes where their bedrooms are?

THE WITNESS: He doesn't go into their personal spaces. Generally, on the outside of the dormitory. He really doesn't go into personal spaces. I mean, you can probably understand why. I mean I'm sure guys have things there that they don't want touched or moved or anybody running around in their rooms.

JUDGE TIMLIN: So with respect to the kitchen, Sun Valley pays for the utilities, the gas and electric for the kitchen. It has a separate meter, separate gas tank. And it's Sun Valley's building. There's a lot -- there was some testimony that you weren't here for about what's inside the kitchen in terms of refrigerators and stoves, and Mr. Hernandez

testified that one of the things that he does with some of the money that he gets is that he might buy a small appliance, like he might replace a microwave. But if one of the larger appliances, say one of the refrigerators or one of the stoves were to break or stop functioning, who would fix it or replace it? Who --

THE WITNESS: Depending on the situation and what it may be, I know just recently in the spring, we replaced one of the commercial stoves/ovens, and I believe last year we might have --

JUDGE TIMLIN: And when you say "we," you mean SVO?

THE WITNESS: Yes.

JUDGE TIMLIN: Sorry. Sun Valley.

THE WITNESS: Sorry, Sun Valley, yes.

JUDGE TIMLIN: Okay.

THE WITNESS: And I believe last year we may have replaced their freezer, a chest freezer.

JUDGE TIMLIN: Okay. So the larger appliances are something that Sun Valley's going to be replacing?

THE WITNESS: Again, depending on the situation. And now we were primarily responsible for the initial equipment in the kitchen, but not responsible -- we took responsibility for the initial equipment in the kitchen. And I believe he's added, you know, some other refrigerators, things like that to keep the drinks and stuff like that cold.

JUDGE TIMLIN: Right, okay.

You had this crop failure in August of 2015, and you no longer had enough work for folks. And you don't let go everybody, but you let go a group of guys, about 25 guys.

THE WITNESS: Yes.

JUDGE TIMLIN: Who decided who was being let go?

THE WITNESS: It was more of a collective choice, however the three-quarter guarantee definitely took precedence over that situation.

JUDGE TIMLIN: So when you say collective, who was involved in the collective?

THE WITNESS: Well, Agustin and myself primarily, and then Lisa was involved somewhat with just the arithmetic to make sure that the three-quarter guarantee was met. And there was a few names on the initial list that Agustin and I had compiled and they hadn't met the three-quarter guarantee. So I just took it upon myself to choose, I don't know how many guys it was, five, six, seven guys off the payroll list that did meet their three-quarter guarantee.

JUDGE TIMLIN: Okay. So if Agustin testified that he made the choice and he picked guys that he thought were troublemakers, that wouldn't be accurate?

THE WITNESS: I don't believe so, because at that point, no, I don't know why he would say troublemakers. I don't believe we have any troublemakers.

JUDGE TIMLIN: Okay.

THE WITNESS: I wish I could load all my guys up and bring them here and testify for me.

JUDGE TIMLIN: Okay.

THE WITNESS: But can't do that.

JUDGE TIMLIN: Okay. On that form at JX-8, which I think is in Binder A, I think you said it has -- where it has your name, you said that that's your printed name, that's not your signature. But is that your handwriting?

THE WITNESS: Yes.

JUDGE TIMLIN: You were obviously -- you work and relied on this National Ag Consulting to make, to do some of these forms and file them for you. The form that was sent in and -- I'm going to forget the exhibit number that was sent in in August. Is it 39? I don't, it might be. Yeah. It's Exhibit 39. But that form that was sent in in August that you were copied on the email, did you have any discussions about what the form was going to say? Did you do the back and forth like you did with the job order?

THE WITNESS: I did not. And however, I did take notice that it said that the workers returned home for personal reasons, and I kind of assumed the same thing that she put that out of good faith for them not to have any kind of issues with them getting future employment.

JUDGE TIMLIN: And that would be in line with a prior

conversation you had with her?

THE WITNESS: Yeah. That, and that's why initially the initial form that I had filled out, I explained to the guys that they could check off that they were returning home for personal reasons --

JUDGE TIMLIN: Okay.

THE WITNESS: -- for them not to have issues in future employment.

JUDGE TIMLIN: Where did you learn to speak Spanish?

THE WITNESS: Just around the farm.

JUDGE TIMLIN: So it's not -- you didn't study it in high school or college or anything?

THE WITNESS: I had six years between high school and college, but it didn't really do me any good. I tell my guys all the time that you never learn how to swim unless you get in the water.

JUDGE TIMLIN: The guys that left in May, I think you told Mr. Glick that -- or he asked you to confirm that you didn't know their names. Do you at some point come to know the guys' names?

THE WITNESS: Yes. Yeah, and I've --

JUDGE TIMLIN: And how long does that usually take?

THE WITNESS: I mean to know the guys' names on a general crew, the harvesting crew, I may know a few here and there if they've helped me at some point. But let it be known

that if there's any kind of guys that's helping me on a daily basis or even a weekly basis, I know their name. And I even have their cell number. I have texts in my phone that I text them in Spanish. I mean, we just have that rapport amongst each other with that mutual respect that I like to have.

JUDGE TIMLIN: Okay, all right. He's your witness. Any, did that bring up anything for you?

MR. SCHULTE: Just a couple quick ones.

REDIRECT EXAMINATION (cont.)

BY MR. SCHULTE:

Q. The Judge had kind of asked you about kind of the maintenance around the housing. If somebody tells you there's a problem that needs fixing, does that ever happen?

MR. GLICK: Objection, just to the form of the question.

MR. SCHULTE: I'll, I'll rephrase.

JUDGE TIMLIN: Yeah. Yeah, let's get that -

BY MR. SCHULTE:

Q. Does the person who does the work around the camp ever tell you that they've spotted a problem that should be fixed?

A. He may bring it up to Agustin. In turn he tells me, and then I either get a carpenter, plumber, electrician, or what it may be. Unless he can fix it himself, it gets taken care of.

Q. Okay. And you also talked about kind of the ability for that group of 19 workers to do other jobs and not asparagus. Were there enough workers without those 19 to harvest the asparagus?

A. No.

MR. SCHULTE: That was all. Thank you.

JUDGE TIMLIN: Anything for you, Mr. Glick?

MR. GLICK: Right, just a few questions.

RECROSS EXAMINATION

BY MR. GLICK:

Q. The group of workers who were laid off in August for the pepper issues, that was 44 workers in total. Is that right?

A. Without looking at the documentation, I wouldn't know. If you had that in front of you, you would know better than me. I really don't know off the top of my head.

Q. Is it possible it was more than 25?

JUDGE TIMLIN: Yeah, I'm sorry. I put that number --

THE WITNESS: I don't know.

JUDGE TIMLIN: -- out there. And I know that that may not at all be the number. I just, I think that I had the idea of 25 from looking at the one form, but I realized that there was actually more than one form. So, yeah. I'm sure it's more than 20. I'm sure that the records will show the accurate amount and --

MR. SCHULTE: There's no need to impeach the Judge.
JUDGE TIMLIN: Yeah. That was, yes.
MR. GLICK: I just -- that was --
JUDGE TIMLIN: That was me misspeaking, not you misspeaking.
MR. GLICK: Certainly not meaning --
JUDGE TIMLIN: Yeah, okay.
MR. GLICK: -- to get into another question.
JUDGE TIMLIN: Sorry about that, Mr. Glick. Anything else?
BY MR. GLICK:
Q. You mentioned who Theresa was. Warren Wicker, that's Theresa's husband; is that correct?
A. Yes, I believe so. I don't know their exact relationship being that they don't have the same last name.
Q. Warren Wicker works at the same company as Theresa?
A. He used to. Warren Wicker used to -- okay. Warren Wicker used to be her partner back in 2015. In 2016, her and her husband went off on their own. I believe his name is Doug, Doug Ward. So now it's Theresa, Doug, there's a whole team of people that work at, and but it's still NAC.
Q. Now the workers who left in early May, 2015, you testified that they didn't work at Sun Valley for very long?
A. Yeah, I don't believe so.
Q. They only were there for at most a couple weeks?

A. At most a couple weeks, I believe.
Q. So you didn't get a chance to work with them very extensively?
A. No.
Q. Did you have their cell phone numbers?
A. No.
Q. You didn't text them?
A. No.
MR. GLICK: No further questions, Your Honor.
JUDGE TIMLIN: Okay, thank you Mr. Marino.
THE WITNESS: Thank you, Your Honor.
(Witness excused.)
MR. HEYMAN-KANTOR: Your Honor, I think we have another witness who is traveling in now from Pennsylvania, and I wanted to know if we expect to have her on the clock.
JUDGE TIMLIN: Who? We -- yeah. Let's go off the record.
(Whereupon, at 12:46 p.m., the proceedings were adjourned for a lunch recess, and were subsequently reconvened at 2:01 p.m.)

A F T E R N O O N S E S S I O N

(2:01 p.m.)

COURT REPORTER: Back on the record.

JUDGE TIMLIN: So, what's the word on your --

MR. HEYMAN-KANTOR: She estimated 45 minutes until she'll be here.

JUDGE TIMLIN: Great. So then we'll start with -- okay.

Whereupon,

JOSEPH MARINO,

A witness on behalf of the Respondent herein, having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Great. Have a seat.

DIRECT EXAMINATION

BY MR. SCHULTE:

Q. Good afternoon, sir. Can you state your name for the record, please?

A. Joe Marino.

Q. Do you have -- I'm sorry -- do you have any involvement with Sun Valley Orchards?

A. Yes, I do.

Q. What is that?

A. I'm co-owner.

Q. What are your responsibilities there?

A. I do all of our sales. I'm in charge of all of our

IPM program. That includes also the applications themselves, all administrative duty oversight, basically spend a lot of time in our main location office areas because I do sales. And then all matters involving the business side of things: purchases, major business decisions, business endeavors, researching the things that we're going to do new and then we kind of collectively discuss after that, but more the business side of our company.

Q. Okay. One quick diversion just to possibly head off another question. What is IPM?

A. Integrated Pest Management. It's our practice for applying and use of pesticides and herbicides.

Q. Okay. Thank you.

Were you part of a decision at some point to start using the H-2A Program?

A. Yes. We all were involved. Primarily, I guess maybe I should clarify the ownership of the company.

So the ownership of the company is currently still, there's four equal partners: my father Russell, Sr., my uncle Harry Marino, my brother Russell, Jr. Marino, and myself, all equal partnership. They are older in age, and we all are all involved in final decisions of major changes in the business, but reality is myself and my brother do most of the leg work and most of the research and development before collectively coming to a consensus.

But, yes, I was actively involved with that alongside of my brother Russell.

Q. What year was that?

A. So we started talking about it after the 2014 season. And, again, I feel it's probably pertinent to discuss the nature of our business prior to that and why we made the decision --

MR. HEYMAN-KANTOR: I'm going to object as Non-responsive. These questions are calling for narratives and he's speaking about things that aren't within the call of the question.

JUDGE TIMLIN: Tell me again what the question was, please? What --

MR. SCHULTE: I just asked him to describe them entering the program in 2015. I can --

JUDGE TIMLIN: Yeah, I don't know that, that --

MR. SCHULTE: I mean it's --

JUDGE TIMLIN: -- it's not, I don't know that that was non-responsive. I'm going to allow him to continue.

Sorry about that, go ahead.

THE WITNESS: So we had, in 2015 was the first year that we decided to try the H-2A Visa Program Service. The reason for that, the company has been in business, like I said, I'm fourth generation. We've always been a produce farm. We've always had hired help, mostly always migrant labor.

We've always had migrant housing. We've always -- and the way it always originated even back when I was a little kid, our crew leader, Pedro Ruiz, ran the crew. It was all men at the time. It was very -- it wasn't as big as it is now, but the arrangement always was, you know, Pedro always had a guy that could cook and he also worked in the fields, as well, alongside the guys. He would always pull him out of the field an hour early to prepare the meals for the guys. We always paid all the expenses, but never had anything to do with food or meals. It was always run by the crew leader. Always.

MR. HEYMAN-KANTOR: Your Honor, I just want to, for the record, reiterate my objection. This was, the question did not ask about how meals were provided decades ago.

MR. SCHULTE: It's relevant testimony, Your Honor, and in the interest of time if he's willing to testify without me having to give more questions, I think that's only for everyone's benefit.

MR. HEYMAN-KANTOR: I need a right to object if I find the question's inappropriate. That's the reason for the calls for narrative objection.

MR. SCHULTE: Is there something inappropriate in what he said?

JUDGE TIMLIN: Yeah, I think what -- I agree that he went somewhere that wasn't with the answer but the thing is, is that where it went isn't someplace that's irrelevant to the

story, so --

MR. HEYMAN-KANTOR: I guess my concern is I don't know if he's going to say something next that's objectionable on some basis and I need an opportunity, I don't want to --

JUDGE TIMLIN: That's rights.

MR. HEYMAN-KANTOR: -- be interrupting this.

JUDGE TIMLIN: That's true. That's true. So we need -- okay, so I want you to finish the story about, that you started about the cook, but then stop, take a breath. Let your counsel ask you questions, because the idea is that if he asks a question and it's not a question that's appropriate, then the Government can object and I can make a ruling and it makes the record clearer then. And, you know, he's a good lawyer, your lawyer, so he can ask the questions that will get the whole story out.

THE WITNESS: All right. Understood.

JUDGE TIMLIN: Okay? But just for now finish what you were saying about the -- that there was a history of having a cook who prepared the meals and Sun Valley did the, paid the expenses of the --

THE WITNESS: Yeah. So --

JUDGE TIMLIN: -- where you left off.

THE WITNESS: Sun Valley has always provided a kitchen facility, the appliances. It has never been involved in any way, shape or form thereafter with food or expenses or

anything. And we always paid the cook up into, before we got into H-2A Visa Program because they were always an employee working other responsibilities outside of that. It was just somebody that they'd take out early to prepare the food before the guys could get there so they'd have time to eat.

Fast forward to why we got into the visa program.

JUDGE TIMLIN: Okay so that's where you need to stop --

THE WITNESS: Okay.

JUDGE TIMLIN: -- and let your counsel answer.

BY MR. SCHULTE:

Q. Were there changes from before you were in the H-2A program to when you entered the H-2A program in 2015 related to the kitchen?

A. No.

Q. Okay. Were there any changes in the kitchen, in the staffing?

A. No.

Q. Did the workers continue to work in the field or were they only --

A. No.

Q. -- in the kitchen?

A. Wait. Ask the question again. I'm not --

Q. Sorry, from 2015, beginning -- let's just limit it to 2015. Do the kitchen workers work in the field?

A. No.
Q. At one point, did the kitchen workers work in the field? Not those workers, but were there workers in the kitchen who worked in the field as well?
A. For what time period? I'm not --
Q. Prior to 2015?
A. Much prior, yes.
Q. And that was, who paid them?
A. Well, Sun Valley paid them because they were doing farm work.
Q. Okay.
A. Sun Valley paid them like we paid every employee.
Q. Does Sun Valley pay the kitchen employees since 2015?
A. No.
Q. Do you know how they're paid?
A. Agustin Hernandez pays the cooks.
Q. And do you know where he gets the money to pay them?
A. I do not.
Q. Okay. Does Sun Valley take taxes out for those workers?
A. No.
Q. Handle payroll?
A. No.
Q. Oversee them?
A. No.

Q. Tell them what to cook?
A. No.
Q. Okay. Does Sun Valley pay the utilities for the kitchen?
A. Yes.
Q. We talked about the decision to go into the H-2A program. What was the company's labor experience prior to 2015 as far as the workforce?
A. We're a relatively large farm. We're an attractive place to work for employees. We've been able to, up until 2014, to acquire domestic, I guess you'd want to say "employees." 2014 became an extremely difficult year in order to do that. We had a terrible season labor-wise as far as being able to accomplish the work that we had of crops planted. It was a devastating financial loss in 2014. We walked away from fields of cucumbers just to be able to pull grass in pepper crops. It was just appalling. We knew we had to make a change. A lot of growers in the area -- not a lot -- there's a few growers in the area that have used H-2A Visa Program.
To some of my reservations, you can talk about the decision making process, I've been involved in agriculture politics forever. My father has, too. I attend a lot of meetings, a lot of seminars. I've listened firsthand to Maureen Torrey, owner of Torrey Farms from New York State, for years speak about the horrors of the H-2A Visa Program and

it's --

MR. HEYMAN-KANTOR: Objection, Your Honor, I, can I just interject this -- It's complexity -- this is --

JUDGE TIMLIN: Okay, you have to stop for a minute.

MR. HEYMAN-KANTOR: This is non-responsive. We're putting in a lot of hearsay here and it's just --

JUDGE TIMLIN: Okay. Again, I think, do a few sentences and then try to stop so that he can ask you questions because you're getting a little far from the question.

THE WITNESS: It's a lot of information. And our full process into getting to where we got, it wasn't taken lightly and I would like the Court to understand that, just the way we had a chance to understand from the other witnesses what their experience has been.

MR. HEYMAN-KANTOR: Your Honor, I'm going to object again. The counsel makes arguments, not the witness.

MR. SCHULTE: He's just explaining himself, Your Honor, you know.

JUDGE TIMLIN: I understand.

MR. SCHULTE: Okay.

JUDGE TIMLIN: I would ask you to try to either visually signal him or something to tell him that he's answered your question and now that it's time for you to ask another question, so that we can get back into kind of the groove of question, answer, question, answer.

MR. SCHULTE: Okay.

BY MR. SCHULTE:

Q. Did you go to any meetings with agricultural groups that mention the H-2A program before you decided to join it?

A. Yes.

Q. What was your opinion of the program based on those meetings?

A. It's a tough program, in my opinion. It's a tough program in the very beginning to make sure you have all your ducks in a row so that you don't end up in a position that I'm sitting in right now. I was fearful of that from the beginning. And we did everything that we thought we could to proactively enter into this, going into the 2015 season by meeting with other growers that were already actively in it, getting some advice. All the major things that we could think about as far as handling the labor, the payroll, how we were going to change payroll in order to make it fair and be able to kept track of things. A lot of decisions made in the winter of 2014 going into the application process in 2015.

Q. You mentioned the payroll systems. Can you describe those to us?

A. Yeah. So when we decided to get in the H-2A Visa Program, as everyone in this room knows, there's a prevailing wage that goes along with that. That was another almost deterrent. So we knew we had to change our pay, approach to

payroll to try and deal with this. So at an hourly, at a set hourly rate we decided and we talked with other growers who did this as well, we implemented a piece rate incentive program for the first time in 2015

The piece rate incentive was in two parts. For the employees, so those piece rates that are in the contract, they're incentives, not pay rates. So their pay rate is 11 -- what was it, $11.29 at the time. That's a given. They can't make any less than that. However, we've given the employee now an opportunity that if they want to perform better than another group or they want to work harder, they can make more money. They will make more money. And it keeps our costs at a fixed rate. However, if the crop isn't there, it's not plentiful enough, it takes them too long to harvest a crop, they don't make enough pieces, they're already guaranteed that $11.29.

Now if you think about that, you got 120 people on the payroll doing multiple jobs at multiple times, harvesting in multiple locations, start thinking that thought process through, how am I going to keep track of all this and it be right at the end of the day so that the man that does this hard work at the end of the day and he gets his check at the end of the week, it's right? So we had to go and look into software and hardware in order to assist in this.

Q. And were you part of the decision as to which software?

A. I was the one that found the software and the hardware. So the two systems, we already operated under Famous Software. Famous Software is our accounting software. It's our overall general ledger, sales and receipts.

MR. HEYMAN-KANTOR: I'm going to object again that the question was, was he part of the decision to use a new payroll. That was the only question.

JUDGE TIMLIN: True, that is a yes/no question.

THE WITNESS: Yes.

JUDGE TIMLIN: So stop there and he'll ask you the next question.

BY MR. SCHULTE:

Q. How many software systems did you choose to use beginning in 2015?

A. Two.

Q. Okay. Let's start with the accounting system. Can you tell us about the Famous system, how much it cost to set that up and what was involved with that?

A. Famous, we had already been using. Famous is our general ledger, overall accounting software, sales, packing, receiving, all that is all through Famous. It's a broad-based software. That has different levels of use, and for each level of use you pay for its use. It's like software. So to unlock the payroll module, it cost us $12,000 that year to utilize Famous Payroll System.

Q. Okay. And was there another software that integrated with that?

A. Yeah, so I learned about PET Tiger, Tiger Jill, this company, Orange Enterprises that makes a pretty slick -- or not pretty slick -- a very awesome software system to do employee data collection from the field. It's grower-based, it's field-based. It's large in California; a lot of California growers use it. That's why we had to pay the money to Famous to unlock the payroll because PET Tiger works in conjunction with Famous.

Q. How much did PET Tiger cost to set up?

A. That cost us in total with iPads --

MR. HEYMAN-KANTOR: I'm going to --

THE WITNESS: -- and scanners, $48,000.

MR. HEYMAN-KANTOR: I'm going to object as to relevance.

JUDGE TIMLIN: Well, there has been testimony about the payroll system. So --

MR. HEYMAN-KANTOR: But I don't see how the cost of it is relative.

MR. SCHULTE: It goes to their efforts at compliance, Your Honor.

JUDGE TIMLIN: Okay. Then it's fine.

BY MR. SCHULTE:

Q. There was testimony earlier about how, you know, pack-out data is added. Can you explain or shed some light on

how the pack-out data is incorporated?

A. Yes. So to clarify the piece rate and how it's acquired, there are some jobs that are per individual: trimming trees, packing asparagus is individual pieces. By and large, the harvesting in the field is done in groups. And so if a group goes and picks peppers and they pick 100 bins of peppers today, that 100 bins of peppers gets put, scanned into PET Tiger. Those 100 bins come into our warehouse. They get lotted and tagged for that group. When they get run through our machinery and boxed into various sizes and whatever they're coming out to be, those bins then from the pack-out report get taken, the bins get taken out and the guys get paid for the packed out boxes. They're paid on quantity, not quality. They do not get deducted, docked in any way, shape or form for what they pick.

Q. Is there a difference in kind of their piece rate payments versus the commission that Agustin made, that we talked about?

A. Yes. So Agustin's, it's not really commission, it's a piece rate incentive as well for him. He used to get a commission. We took -- that went away in 2015. He now has a piece rate incentive, but his is not on quantity, it's on quality because he is the manager of the men in the field. He is the man that is supposed to -- him and among his other managers that he has with the groups, to direct the men in,

direct the employees to harvest a crop properly for what we need for market. Otherwise the guys that are out there getting a piece rate quantity incentive, they would just run out there and pick as much as they could and fill as many bins as they could without regard to the quality of which they're harvesting.

So Agustin has got an incentive. He only gets paid on certain quality items that we expect in the packing house. So he has an incentive to oversee the crews, that they pick correctly. The crews are getting everything that they have coming to them for as hard as they work. They get paid on total quantity.

Q. If a worker, the amount that they pick and the corresponding piece rate for that doesn't get them to the $11.29, how much would they be paid for that hour?

A. The $11.29. But the Tiger figures that out. That's the reason why we went with the system. Tiger keeps track of the time. They're scanned when they start a job and they're scanned when they end the job. So those pieces, if a guy leaves that job early sick or we had to take him to another job to do another item and he's pulled out of that group, he's scanned out of that job for that period of time.

So say he only worked for two hours with that group picking peppers, the rest of the guys worked the full time. Well, he may only get -- he's going to get his allocation of

the pieces based on the time he spent at the job. That's what the system tracks and allocates so that it's fair to everybody. He doesn't get the same amount of pieces as everyone else that stayed in that job at that, at that time.

MR. SCHULTE: Okay. I don't have an extra copy of this one so I'll just, I'll give you this one. But for Counsel and for Your Honor, it's -- we're going to look at RX-2, just page 13, please. It's in the R Binder. It should be the --

JUDGE TIMLIN: Right.

MR. SCHULTE: Actually we've got a series of those, I'm sorry, you're right. So it's --

JUDGE TIMLIN: I found that.

MR. SCHULTE: -- should be Volume 1, Exhibit 2. And just page 13.

BY MR. SCHULTE:

Q. Do you recognize that document?

A. Yes.

Q. Where do you know it from?

A. The current one from -- which year is this? This is 2015. It's the camp inspection report, the current one for this year is hanging up in our office. It's where they -- that's where we put them when we get them. They have to be in a conspicuous location.

Q. Okay. And you've seen this before today?

A. Mm-hmm.

Q. Does --
A. Well, that year I would have seen it hanging up on the wall in the office.
Q. Right. This seems to be an accurate copy of it?
A. Mm-hmm.
Q. Okay, if we can --
JUDGE TIMLIN: Make sure -- yeah.
THE WITNESS: Yes. I'm sorry. Yes.
MR. SCHULTE: Yes. Can we introduce just this one page as the exhibit?
JUDGE TIMLIN: Well --
MR. SCHULTE: So this is going to be --
JUDGE TIMLIN: So any -- yeah -- that's fine.
Any objection to the admission of RX-2, page 13?
MR. HEYMAN-KANTOR: I would object as to relevance. We've never cited them for failing to pass a beginning of the year inspection.
MR. SCHULTE: There are two grounds, Your Honor. It's less about the condition of the housing at the time of inspection. It's more they brought into question the number of available beds. That's one of the charges against the company is that not enough beds were made available. This speaks to the occupancy and in turn the number beds for that number of workers. It's for fairly limited purposes.
MR. HEYMAN-KANTOR: I withdraw the objection.

JUDGE TIMLIN: Okay. It's admitted.

(Whereupon, the document referred to and previously marked for identification as Respondent's Exhibit 2, page 13 was received into evidence.)

BY MR. SCHULTE:

Q. Okay. Is there a box there that refers to the maximum housed?

A. Yes.

Q. What's the number there?

A. 136.

Q. And what's your understanding of what that means?

A. The housing is approved for 136 occupants.

Q. And are you familiar with the housing standards for the camp housing?

A. No.

Q. In general terms?

A. In general terms, possibly.

Q. Do you know if those standards require a bed for each worker?

A. Oh, I -- yeah, sure.

Q. Okay. So based on this record, do you know how many beds were available for workers in that year?

A. 136.
Q. Do you know how many workers were at Sun Valley at any given time in that year?
A. 120 was the maximum at the height of employment.
Q. And did all 120 live in the housing?
A. Yes.
Q. Were there any --
A. No, I -- in that record you'd have to take two off because Agustin and his son are part of that payroll and they live in their own house. So two less than, one, I -- say 118, possibly.
Q. And do you know how many lockers were made available in that year?
A. I do not. I don't. To be honest with you, I don't. It's part of -- not part of my responsibility. I don't, I'm not actually in, I'm not --
Q. Okay. Do you what was provided in terms of bedding that year?
A. I don't know personally because I don't handle that part of it.
Q. Okay.
A. But if we were approved for 136, 136 would have had to been observed by the agent that did the inspection of the housing.
Q. Okay. Just going back to the packing data for a

second. Does Lisa input that or does someone else input that?

A. No. So it's a couple moving targets. So like I said, it starts in the field with the bins because they pick into bins. When we run it through our packing house to box it for shipments, it's then Monica Constentino (ph.), my nephew, Dominick Marino.

Dominick Marino is the warehouse manager and operations supervisor of the warehouse. He makes sure that, Monica and him make sure that the lots that come in are tagged appropriately so when we run them, they're run separate and pieces that come from that then out of Famous are -- Famous Packing Module generates a pack-out report. It's very specific of what came out of it. It includes the lot number, the date, the run time, the various packages that came out of it and totals.

He then takes that total and puts that into PET Tiger. He'll take the 100 bins out and then he puts the packages in because they're getting paid for packages, not bins. A bin could be -- I'm just using numbers -- could be 60 packages worth of packed-out product. So they obviously want to get paid on -- their pay rate is on the package, not the bins. But we put the bins in initially so there's a checks and balances because the run, the pack run, states the amount of bins that went in. And this way the employees, if ever questioned, well, I think this would have packed out better,

there's always a bin per box ratio on every pack-out. And you could just determine from there, and if something ever came up drastically short or drastically higher you'd have to have a reason for that. Product was no good or somebody a mistake, so --

Q. You talk about the product not being good. What would happen if -- what does it mean if the product isn't good, that's harvested? What's the situation?

A. We try to pack as many seconds. We have some customers, I do have some customers that will take a number 2 quality product. Not a lot. Unfortunately, a lot of stuff does go to waste and spread in fields. However, we do, and always have, supported Farmers Against Hunger. It's a program that comes to our place once a week and picks up stuff that is unsalable.

Q. Going back to the 2015 season, did you ever meet with Agustin before the season to talk to him about the change to the H-2A program?

A. Yes.

Q. What did you talk about with him?

A. We talked about the fact that we were going to try it. We needed to know how many, because we weren't doing it 100 percent. We needed to know how many domestics he expected that he was going to be able to retain from previous years, because the number's been getting harder and harder every year.

And then how many that he would expect that we would have needed through H-2A.

And we talked about any recommendations that he could make as far as, you know, knowing some of the employees, and I think he did the best he could to come up with some people that were in the program that he knew. And I think the first group, that might have been some that he had contact with.

Q. You mentioned returning U.S. workers. Were there workers in 2015 who had been at Sun Valley in previous years?

A. Yes.

Q. Do you know about how many?

A. I do not. I do not.

Q. Okay, but do you know if any of the workers who worked there in 2015 have come in years after that?

A. Yes. They have.

Q. The workers who were there in 2015 who had been there in previous years, do you know if they were familiar with kind of how the farm operated?

A. Yes.

Q. As far as local transportation?

A. Yes.

Q. Did they know about meals?

A. Yes.

Q. Before they came?

A. Yes.

Q. Okay. Did you ever talk to Agustin about keeping receipts?

A. Yes, we've told Agustin for years. Again, we do not run the food program, but there's always been a food program available to the guys. This is always the way it's been and we've always told him, you run this, your stuff better be in order when they come in and ask for receipts, because you cannot make a profit on the men. I'd always been clear about that. We've told him over and over and over again. Even though we don't do it and we have no hand in it, nothing is ever deducted. We don't -- I had nothing to do with it.

It's been very -- I have been very adamant over the years, this food thing, you better know what you're entitled to; go to the meetings with my brother and make sure you follow the rules. That's -- I've always done -- I've always said that.

Q. What is Sun Valley's role, if any, in setting the price of drinks there?

A. Absolutely nothing.

Q. Meal prices?

A. Nothing. None, at all.

Q. Menus?

A. Nothing. Nothing to do with it.

Q. So your brother Russell testified about the form he received from Theresa. Did you have any part in that?

A. No, I did not.
Q. Did you ever create a form --
A. No, I didn't.
Q. -- in-house?
A. No.
Q. Were you at the meeting in May with the workers?
A. Yes, I was.
Q. Do you know where the meeting was?
A. Yeah, it was at the camp, migrant camp.
Q. Where in the camp? Remember, we saw the picture kind of before?
A. So you look at the picture, as you're approaching, the dining tables are in the middle, the kitchen to the right, and it was to the right of that. The part of the building I believe in a couple of the pictures you couldn't make out the rest of it. It was down that end.
Q. Okay. And where is that building located with respect to some of the asparagus fields?
A. It's surrounded by asparagus.
Q. How far is it from the dorm to the field?
A. At some points it's 15, 20 feet.
Q. Could you hear what everyone said at the meeting?
A. I could only understand what was translated through Agustin and when I asked questions what, I understood everything that was explained to me. Yes.

Q. Okay. Before you got to the meeting, did anyone tell you why there was going to be a meeting?

A. Well, yeah. I got a phone call from -- again, we have different responsibilities and my guess, my brother had already been hearing there was issues that these guys didn't want to do the work. Agustin obviously was having problems from day one. And then when it finally comes to a head and decisions are being made, then we call each other. And I got a phone call saying, hey, we got 19 guys that want to leave. I'm like, what, you're kidding me? I mean, they just got here and the asparagus is growing by the minute, and you got 19 guys who want to leave? Yeah, they're at the camp now, they want to talk, and I'm heading over there. I said, well I'll be there as quick as I can. And I went over there.

Q. Okay. How long had they been there at that point?

A. I'm not sure. I think they got, I think they got one paycheck. They might have been there a little longer than a week as far as total time. I don't know for certain.

Q. Okay. Based on what Agustin was translating, interpreting at the meeting, did you have an understanding about what the workers' position was?

A. They seemed more -- they seemed to me that they didn't want to do the work. They flat out said they didn't want to do the work. They said the work was too hard, that this is not for them.

There definitely was one guy doing all the talking. Two other guys I remember chimed in at a few points, you know, saying the same thing. We can't keep up the pace. This is not what we expected. And some of the other guys kind of seemed like they were even thinking about staying.

We told them, we need you bad. You obviously see the amount of acres of asparagus. And we planned for that. We needed 40 guys, minimum, to walk over that much asparagus. Nineteen now want to leave. This is like, it's, it was a terrible feeling.

My brother even told them, listen, this is not about pride this is, just be honest. If this is not what you want to do, nobody's mad, nobody's upset. If that's your decision, you're leaving, you want to go home, nobody's mad at you. But you have to tell us what you want to do. You're either staying to work, or you're leaving because we have to make decisions. We got to call the agent. We got to call -- and it's not easy, you just don't go down the street and go replace 19 guys. We know the wheels are already spinning in our head. This is like, we won't be able to replace these guys if they leave for at least two weeks. What do we do for two weeks?

Q. Whose choice was it that they left?

A. They all decided they were leaving. They all looked at one another and the one guy asked the other guys, what do you want to do, we want to leave? And they all, yeah. One by

one, yeah we're leaving. My brother asked them twice. That's your final decision? You're leaving? Yes, we want to go home. Nothing we can do. So I left and I told Russ, I said make sure you call Theresa and make sure you do everything that we're supposed to do to document this. And, again, we're scared of that. It's the first year in H-2A program. We want to make sure that everything happens the way that it needs to happen. Then, I left with confidence that he was going to do it the way it had to be done.

Q. And what happened to the asparagus fields?

A. We couldn't keep up to it. It was unusually hot, particularly that week. It was unusually hot and it was growing fast. And 19 less guys, the guys that were left to pick, they couldn't walk over it within a day's time. And when it's that hot, you literally could almost watch it grow, that fast. So what they picked in the morning was already, the next day's stuff was already too tall and the heads were spreading and it was you just cut it on the ground. The guys would cut on the ground until they got to grass that was marketable.

Q. And for the parts that weren't marketable, were you able -- you weren't able to sell those?

A. No, you can't. That's just the, it's the, I say, it's just the frustrating thing about asparagus. There's just that sweet spot of, you need at least seven inches of green with a tight head or you can't market it. They won't take it.

The bunch itself is seven inches. If they cut it too short, we can't market it. It goes to waste. If it grows too fast and the head spreads, now they consider that to be the head went to flower and the customers won't take it.

So it's very -- there's a -- you need to be very conscious of cutting asparagus. And then everybody's -- I don't know if everybody's eaten asparagus, you see how big it is. It's very thin. It takes a lot of one pieces of asparagus to make up a 28 pound box. So every blade that's out there is important to try to get it to be marketable.

Q. How much do your customers have to do with the size or quality of the goods that you pack-out?

A. I don't understand the question.

Q. Do you decide and they'll take whatever you sell, or do they tell what kind they want?

A. No. Certain customers have certain specs. Your retailers want the certain size asparagus, but that has no bearing on the job that it was picked. That has to do with the diameter, and that only has to do with the asparagus and how it comes out of the ground. There's no bearing on how it was harvested.

Q. Did Sun Valley lose money as a result of those workers leaving?

A. Yeah. Everything we cut on the ground, we -- yeah, we had to cut asparagus on the ground.

Q. Okay. Did Sun Valley fire any of the workers then?

A. No. No. And I want to be on the record, Sun Valley has never fired anyone. Ever.

Q. Well, were there any workers that were let go because of, you know, there was not enough work?

A. Yes.

Q. Okay. Other than that, is that what you're talking about?

A. Yes, but I don't consider them to be fired. They, again, they weren't fired. They were let go to lack of work.

Q. What's the -- other than that group of 19 and then the group that were let go we talked about, what's the largest group of workers that's ever left Sun Valley?

A. There's always, with farm labor and as many people as we employ, there's always going to be a few fluctuations in payroll. Even on a weekly basis we've had it. Never more than three, maybe four at a time. Guys used to typically come in small groups, either related -- family members, brothers, cousins, friends. And if one wants to leave, he usually takes the other two or three with him. Never, never, never a large group of guys, ever. Never.

Q. If you had one or two workers that weren't happy with their job, what can you do to address their concerns?

A. If any concerns were ever brought up, we've always dealt with any issues that have come our way.

Q. Instead of 19 workers, say there was one worker who didn't like picking asparagus, could you have done anything to accommodate that?

A. We would accommodate it in the same way with the 19. We would ask them to stay. If it was one guy or 19, we needed all 40 guys. We needed all 40 guys. And not only that, it's not a walk-in. This is a huge investment into an employee with this program. My brother testified and that's what we have quantitated it to. It's cost us $1,000 per employee to participate in the program. That's everything all in, visas and advertising --

MR. HEYMAN-KANTOR: I object again. This is, the question is -- he is non-responsive. This is beyond the scope of the question.

JUDGE TIMLIN: I lost the question. I did lose the question because he does tend -- because you do tend to ramble, Mr. Marino. Not ramble -- I understand what, I mean, and I understand, but I did lose the question. What was the question?

MR. SCHULTE: We can start with a new one.

JUDGE TIMLIN: Yeah.

BY MR. SCHULTE:

Q. What was the cost involved with bringing workers to the farm from foreign countries?

A. For which, domestic or --

Q. H-2A workers.

A. H-2A workers, we've quantitated, we've put it at a figure of about $1,000 per employee to participate.

Q. You've had -- did you pay that for the 19 workers who left?

A. Yes.

Q. Do you have to pay that for the replacement workers to fill their spots?

A. Yes. Yes.

Q. Can you describe what happened with the pepper crop in 2015?

A. Yeah, so it was unusually wet season. We had a slight hail storm on that crop which introduced an injury to the pepper crop. And then bacteria set in and bacteria's a very, very, very tough disease to control, especially when you have a point of entry and you have the weather we had. And it spread through the field like you went through there with a torch. Pepper is a long-term crop and it's a big part of our business, 200 acres worth of work and the largest volume crop which we harvest. And we usually pick peppers four times for market and then we'll pick the rest of the season into September, October for processing. It's a lot of work. Gone. We picked them, one-and-a-half times we made it over the field and that was it. There was nothing left to pick. It was over.

Q. Without the peppers to pick, did that change your

labor needs?

A. Yeah. Everything we based our projections on for the program were based on having a pepper crop throughout the season. I mean, I said it's 200 acres worth of work.

Q. How many times in a healthy season will you go through the same pepper field?

A. Four times for market and then after that it's processor for as long as they'll keep producing peppers, straight into as late as October.

Q. Apart from the meeting we talked about in May, did any of the workers ever bring concerns to you in 2015?

A. No.

Q. If they had, what would you do?

A. I, or Agustin -- me, it doesn't usually get directed to me but if it did, I would pull Agustin and find out what's going on. What are the issues? Why is it not being addressed?

Q. Apart from the 19 who quit in May, do you know how many H-2A and domestic workers were still there?

A. So that year domestic workers did the peach trimming. I'm going to guess, without looking at the payroll records directly, I'm going to say maybe there were 20. There were 20 employees there before the first H-2A application employees arrived, and I don't think we got the full request on the first round. I think there was about 36 H-2A. So maybe just under 60 in total, but I -- without looking exactly, but about 60.

Q. So, but the people, out of that number, how many were working in the asparagus crop?
A. All of them.
Q. Okay. So without leading, how many workers would have been left after the 19?
A. Less than 40.
Q. Okay. Were they doing the same work as those 19?
A. Yes.
Q. Living in the same housing?
A. Yes.
Q. Eating the same meals?
A. Yes.
Q. Did any of them ever raise concerns with you?
A. No.
Q. Did you ever hear from Agustin that they'd raised concerns with him?
A. No.
Q. With Russell?
A. No.
Q. How many of the workers that you had in -- do you know if any of the workers you had in 2015 continued to work with Sun Valley in future years? Or in subsequent years, rather?
A. Repeat the question?
Q. Did any of the 2015 workers ever return to Sun Valley

after that year?

A. Oh, yes.

Q. Did they return this year?

A. Yes.

Q. Did any of the workers named on any of the -- any of the workers for whom back wages are sought ever return?

A. Yes.

Q. Did they ever complain in the later years?

A. No.

Q. Okay. Does Sun Valley deduct any amount from workers' paychecks for --

A. Only what's required by law.

Q. And what is involved in that?

A. Whatever is required by law in pay taxes, if they're non-H-2A. If it's H-2A, there's nothing deducted.

Q. Okay. So only taxes paid to the government?

A. Mm-hmm.

Q. Does Sun Valley --

A. Or, yes. I'm sorry.

Q. Okay, sorry. Does Sun Valley profit in any way from Agustin's sale of drinks?

A. No.

Q. Meals?

A. No.

Q. Beer?

A. No.
Q. Chips?
A. No.
Q. Does that change your total wage costs in any way?
A. No.
MR. SCHULTE: At the risk of this being open-ended and we can signal to cut it off, I'm just going to ask a more open-ended question and see where it goes.
JUDGE TIMLIN: Mm-hmm.
BY MR. SCHULTE:
Q. Unlike some of the other witnesses, you've had the opportunity to hear some of the other testimony. Was there anything that you'd heard that you would like to elaborate on or explain?
MR. HEYMAN-KANTOR: I'm going to object. That calls for narrative. There's been an immense amount of --
JUDGE TIMLIN: Yeah, that's --
MR. HEYMAN-KANTOR: -- testimony in this case.
JUDGE TIMLIN: -- going to be way too, that's way too far.
MR. SCHULTE: Okay. That's why I was saying that we can signal to --
JUDGE TIMLIN: Yeah, that's --
MR. SCHULTE: -- shut it off.
JUDGE TIMLIN: -- way too broad. Sorry.

BY MR. SCHULTE:

Q. Is there anything else you can tell me about the meal charges that we've missed?

A. Not that I'm --

Q. About the 19 workers who left in May?

A. No.

Q. In the years -- in 2016, start with that. In 2016 what was the largest number of workers that left Sun Valley at any one time?

A. To my knowledge, I don't think any.

Q. Were the working conditions the same in 2016 as '15?

A. Always.

Q. 2017?

A. Yes.

Q. Any large groups leave this year?

A. No.

MR. SCHULTE: Okay. Nothing further on direct, Your Honor.

JUDGE TIMLIN: Okay. Cross?

MR. HEYMAN-KANTOR: Yes, just give me a moment, Your Honor.

JUDGE TIMLIN: Sure.

CROSS-EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. So you said earlier that Sun Valley spent around

$70,000 for the new payroll system. Or how much, how much did you say?

A. It's about $12,000 with Famous and $48,000, I believe and change with PET Tiger.

Q. So about $60,000?

A. Yeah, give or take.

Q. Okay. And you say your revenue, Sun Valley's gross annual income in 2015 was about $7 million or $8 million?

MR. SCHULTE: Objection, Your Honor. This is both beyond the scope of direct and irrelevant even if had covered it.

MR. HEYMAN-KANTOS: Well, it's relevant because --

JUDGE TIMLIN: He did bring in issues about the cost of what they paid for the software, what they paid for the employees. So I'm going to find that it's relevant.

BY MR. HEYMAN-KANTOR:

Q. So I'll repeat it. Would you say that the gross annual income for Sun Valley in 2015 was about $7 million or $8 million?

MR. SCHULTE: And I would object to the basis. That's not in evidence.

MR. HEYMAN-KANTOR: I'm asking a question.

JUDGE TIMLIN: He's asking a question. He can disagree if it's not, if it's --

THE WITNESS: I can't even testify to that without my tax

records in front of me.

BY MR. HEYMAN-KANTOR:

Q. It was probably more than $5 million?

A. Could have been.

Q. Could have been? Could have been $10 million?

A. No.

Q. Okay. If you could -- how about your net annual income for 2015 could that be about $4 million or $5 million?

A. Not without looking at my tax information.

Q. Okay. Can you -- do you have Binder 9 near you? If you take a look at PX-40. If you look at page 1222.

A. Okay.

Q. This is your brother's, Russell Marino, Jr.'s signature there.

A. Yes.

Q. Okay. And if you look at page -- and this is a -- if you look at page 1217, this is an I-129 petition for non-immigrant worker.

A. What page?

Q. 1217.

A. What's the question?

Q. This is an I-129 petition for non-immigrant worker.

A. Okay.

Q. Then if you look at page 1221. Do you see where it says, gross annual income $7,500,000.

MR. SCHULTE: Objection, Your Honor. The question was about the 2015 income.

JUDGE TIMLIN: I think this is the one point I was going to --

MR. SCHULTE: This is a document that was signed in March of 2015, so I'm not sure what you're actually referring to, but it was not referring to the income from 2015.

BY MR. HEYMAN-KANTOR:

Q. All right, well, let me ask you this. It says -- fair point. So in 2014, did Sun Valley Orchards' have $7,500,000 in gross annual income?

A. I do not know.

Q. Do you have any reason to doubt that it did?

A. I don't know what the figure was.

Q. You can put the binder away.

A. Mm-hmm.

Q. So you bought this new system after the 2014 growing season was over?

A. Yes.

Q. And the reason you bought it was to keep track of worker hours and pay?

A. Correct.

Q. And the reason you needed it was because of the new piece rate that you, Sun Valley implemented?

A. Correct.

Q. The H-2A program doesn't require workers to be paid on a piece rate, correct?
A. No, it does not.
Q. And you had said earlier that workers -- that in 2015, that workers never complained to you?
A. No.
Q. The H-2A workers in 2015 are from Mexico, correct?
A. To the best of my knowledge, I believe.
Q. And you don't speak Spanish?
A. No, I do not.
Q. So these workers would have complained to Agustin, if they had a problem?
A. Sure. That's the chain of command.
Q. So you testified earlier about your -- about what happened at the May 2015 meeting? And when I say, May 2015 meeting, I'm talking about any involvement talking about the workers who were, whose work ended in 2015.
A. Yeah, I understand.
Q. You understand what I'm referring to?
A. I understand.
Q. And you remember, you testified that you remember what Russell said?
A. Part of what he said, from what I can remember.
Q. You remember what the workers said?
A. Part of what they said, yes. That it --

Q. They're talking about how someone chimed in to interrupt someone else?

A. I mean, I don't understand "chimed in. What do you --

Q. You used that phrase, that a worker chimed in to say something in the meeting.

A. Yeah, they were, one or two would -- there was one guy generally speaking like he was speaking on behalf of all them, and he would make a few comments and then look at the guys, and the only -- I believe my testimony was, only one or two other guys chimed in with anything else to offer.

Q. And you're --

A. Not everyone spoke. Not every, not all 19 of those employees spoke. They shook their heads and they, you know, looked at each other, but not every, not all of them spoke.

Q. But you remember what Agustin translated to you?

A. To some degree.

Q. And you remember what Russ said at the meeting?

A. Part of what he said.

Q. And this is from your own personal recollection?

A. This is from what I remember taking away because it was very distinct in what was said, yes.

Q. Do you remember being deposed in this case?

A. Yes.

Q. And during that deposition, you took an oath?

A. Yes.
Q. To tell the truth?
A. Yes.
Q. And that's the same oath that you took here.
A. Yes.
MR. HEYMAN-KANTOR: I'd like to approach the Witness and show him his deposition.
JUDGE TIMLIN: Sure.
MR. HEYMAN-KANTOR: There you go, Your Honor. It's a copy.
JUDGE TIMLIN: Okay. Thanks.
BY MR. HEYMAN-KANTOR:
Q. All right. Could you please turn to page 51? All right, if you look at line 9, I'm going to read aloud and if you could please read to yourself silently.
"Question: Who spoke at that meeting?
"Answer: My brother, Agustin.
"Question: Did anyone else speak?
"Answer: I don't recall.
"Question: Did you speak at that meeting?
"Answer: I don't recall. I don't remember what was said. Again, I'm under oath so everything I answer has got to be the truth and don't remember, so."
Did I read that correctly?
A. Yes.

Q. All right. I'd like to move to page 52, on line 8. This is just little less than a page down.

"Question: Did Russ speak Spanish at that meeting?

"Answer: Yes.

"Did you understand what he said?

"Answer: No.

"Question: Did Russ speak English at that meeting?

"Answer: Yes.

"Question: What did he say?

"Answer: I don't remember."

Did I read that correctly?

A. Yes, you did.

Q. All right. I'm going to move a little bit further down line 21, on that same page.

"Question: Did you understand when he spoke?

"Answer: English?

"Question: Anything he said. Did you understand it?

"Answer: When he spoke English.

"Question: Do you know what he said?

"No.

"Question: Who spoke first at that meeting?

"Answer: I don't recall.

"Question: How many workers spoke?

"Answer: I don't recall.

"Question: Was it more than one?

"Answer: I don't recall.

"Question: Was anyone upset at that meeting?

"Answer: No."

All right. Did I read that correctly?

A. Yes, you did.

Q. All right, I'd like to move to the next page. Page 54, line 4.

"Question: Did the workers explain any concerns they had at that meeting?

"Answer: I don't recall. Again, I'm going to tell you again, I don't know specifically what was said. I just explained the mood of the meeting. I explained the intent, what was going on. I can't recall from the 2015, the exact words of what was said, who said what, when, where and how. I don't, I don't remember. So move onto the next one.

"Is there anything else about the meeting in 2015 that we haven't discussed that you do remember?

"Answer: No.

"Question: Do you have notes, do you have any notes from that meeting?

"Answer: No."

Did I read that correctly?

A. Yes, you did.

MR. HEYMAN-KANTOS: No further questions.

JUDGE TIMLIN: Okay. Any redirect?

MR. SCHULTE: Just a couple, Your Honor.

MR. HEYMAN-KANTOR: You can -- you know, I'll take that back.

JUDGE TIMLIN: Is there anything else?

MR. SCHULTE: Your Honor, if I may approach?

JUDGE TIMLIN: Yeah.

MR. SCHULTE: Thank you.

REDIRECT EXAMINATION

BY MR. SCHULTE:

Q. That May meeting that we were just talking about. Isn't that an important time in that season?

A. Yes.

Q. Something that would have left an impression with you?

A. Yes.

Q. Why is that?

A. It was a tough thing to happen at a tough time in the season.

Q. Something that you'd remember that stuck out, out of that year?

A. Yes.

Q. Okay. And so that's why you were able to tell us, you know, what you recall from that meeting now?

A. Yes.

Q. Was there any doubt, while you were at the meeting or

afterward whether the workers wanted to leave or not?

A. No. They said they wanted to go home.

Q. You're very clear on that?

A. Yes.

Q. Do you know if other growers in this area use PET Tiger or not?

A. None.

Q. Okay. Even the H-2As?

A. None.

Q. Is it -- what's the reputation of the program? What have you heard about that program?

A. It's used widely in California on large farms.

Q. Is it considered state of the art?

A. Very much so.

Q. Okay.

MR. SCHULTE: Nothing else.

MR. HEYMAN-KANTOR: No question from the Administrator, Your Honor.

JUDGE TIMLIN: All right, let's see what I've got. You kind of took care of the first question, which is what is IPM, and you already answered that.

And you may not know the answer to this, but you testified that Agustin pays -- in 2015, Agustin was paying the cooks in his kitchen. Do you know whether he handles the taxes and deductions for the payroll?

THE WITNESS: I do not.

JUDGE TIMLIN: When you talked about this whole system, this PET Tiger System where the guys scan, I just want to make sure that I understand. So the guys scan in the morning when they go to their field assignment, and that scan tells you what field they're working on and who they are and what time they started?

THE WITNESS: Yes, and what group they're a part of.

JUDGE TIMLIN: And what group they're a part of. And then if their group -- because they wouldn't move individually, they move in a group?

THE WITNESS: They mostly move as a group. It'd be rare to take someone individually, but on occasion it could happen.

JUDGE TIMLIN: But their group, or an individual gets sent to a different job during the course of the day on a different field, do they scan out of that one field and into another field?

THE WITNESS: Yeah, they don't have to physically scan. In the iPad that runs the software, you can change an employee's job in the iPad. He doesn't have to be physically scanned.

JUDGE TIMLIN: Oh, so Agustin could do that?

THE WITNESS: Yes. He could do that.

JUDGE TIMLIN: He could say, okay, well, now I'm

sending you over to this other farm field.

THE WITNESS: Yes. As well as two or three, I mean there's three iPads in total, being each -- I know Chao has an iPad and a scanner. And, I'm not sure who else uses them, but there's three, three maybe four in use daily.

JUDGE TIMLIN: Who was the other person besides Agustin you mentioned?

THE WITNESS: That I know of is Chao.

JUDGE TIMLIN: Chao? Oh, okay. I think we heard his --

THE WITNESS: Yeah. Agustin designates a person to manage. There's, I think three groups. He can't be everywhere at once.

JUDGE TIMLIN: Right. I think we heard the same before.

THE WITNESS: Yes.

JUDGE TIMLIN: So they -- and so anyone who has an iPad can manually input data into the iPad about where guys are working?

THE WITNESS: Yes. And change their jobs and their locations.

JUDGE TIMLIN: But one of the things that the -- and I think this came out with Ms. Justice, but one of the things that the system does not pick up is things like sick days or somebody got injured or somebody --

THE WITNESS: No. No, Your Honor.

JUDGE TIMLIN: -- you know, took the day off, a work day.

THE WITNESS: We've never kept a record. No, we never kept a record of that. We've never. You know, family business. We've always tried to treat people as we wanted to be treated, and if somebody doesn't want to work that day, they just, they don't have to work.

JUDGE TIMLIN: But and they don't get paid?

THE WITNESS: And they don't get paid.

JUDGE TIMLIN: Right.

THE WITNESS: And you work, you get paid, so --

JUDGE TIMLIN: All right.

THE WITNESS: But certainly we will if it's needed.

JUDGE TIMLIN: That is for you coming towards the end of things, but a lot of the questions that I've had throughout the week have already been answered.

When you said some of the 2015 workers have returned for 2016 or returned in 2017, are they H-2A workers or domestic workers who returned, or both?

THE WITNESS: Both.

JUDGE TIMLIN: And some of the H-2A workers who came in 2015, are H-2A workers that came because Agustin recruited them, he already knew them?

THE WITNESS: He tried to some extent. And, yeah.

JUDGE TIMLIN: So you had a few?

THE WITNESS: A few. I don't know the exact number. The first year's tough because you don't know a lot of people.

JUDGE TIMLIN: All right. Did that bring up anything for you?

Okay. Thank you.

THE WITNESS: All right.

JUDGE TIMLIN: You can step down and go back to your seat at the table.

(Witness excused.)

JUDGE TIMLIN: Mr. Schulte?

MR. SCHULTE: We have no more witnesses. Do you want to take care of exhibits briefly?

JUDGE TIMLIN: Yeah. Yeah, why don't we do that. Do you know where your District Director is, folks?

MR. HEYMAN-KANTOS: She's here I'm told.

JUDGE TIMLIN: She's here. Okay. So let's do their exhibits, and then we'll bring her in to testify. And we may have to take a quick break before that because I'm running out of paper. Okay. I've gone through three pads so far.

MR. HEYMAN-KANTOS: I'm running out of Post-its, so Your Honor, we could have a --

JUDGE TIMLIN: So okay. Go ahead. So I don't have a whole lot from you. I just have that you've offered --

MR. SCHULTE: We have the pictures with John.

JUDGE TIMLIN: It was on page 13 of Respondent's 2.
MR. SCHULTE: Correct.
JUDGE TIMLIN: And you did offer Respondent's Exhibit 4, but then you withdrew it.
MR. SCHULTE: We've withdrawn that.
JUDGE TIMLIN: So the rest of the things in this binder are the other things you were attending for them?
MR. SCHULTE: Yes, please.
JUDGE TIMLIN: Okay.
MR. SCHULTE: Exhibit -- well, and these may be a matter of judicial notice, so I don't know if that would be technically an exhibit or goes to the admissibility issue, but we can raise three government documents quickly. RX-5 is a *Federal Register* notice issued by the Department.
JUDGE TIMLIN: Okay. Let me find the right --
MR. SCHULTE: It should also be in -- actually, you know, I --
JUDGE TIMLIN: Yeah.
MR. SCHULTE: -- think that's the only one.
JUDGE TIMLIN: RX-5.
MR. GLICK: Your Honor --
JUDGE TIMLIN: And you have a list here, right? Yeah.
MR. SCHULTE: Yes.
JUDGE TIMLIN: Okay. Yes, go ahead.

MR. GLICK: The Administrator certainly has no objection to RX-5. I'm not sure it even needs to be entered as an exhibit, and we certainly have concerns about the relevance of the information here. But, it's clearly a *Federal Register*.

JUDGE TIMLIN: Yeah, right. Well, I -- you know what, I'm going to admit it just because then it's easy for me to find.

(Whereupon, the document referred to and previously marked for identification as Respondent's Exhibit No. 5 received into evidence.)

MR. SCHULTE: For purposes of reference?

JUDGE TIMLIN: Yeah.

MR. SCHULTE: The next two would be RX-7 and RX-8. Those are USDA documents referring to calculations of, basically cost of preparing food at home in 2015.

MR. GLICK: I wish to object on, in addition to relevance of the document that a foundation for each of these exhibits.

JUDGE TIMLIN: What are you using this for?

MR. SCHULTE: Essentially to show what the cost to -- part of the issue was sort of the cost of the meal plans as -- for calculation of damages, $75 to $80 per week, as opposed to what a weekly cost would be to prepare food kind of generally

in the market.

JUDGE TIMLIN: So would it be -- so would it be your position that if I were to find that -- let me just, let me just talk this through, Mr. Glick. If I were to find that there was some back wages due for employees for the meal plan, you would argue from these USDA amounts that I would still have, that I would reduce it by whatever it would normally cost if somebody had a kitchen in their house and could prepare meals?

MR. SCHULTE: And more specifically that the plans, the cost associated here are actually slightly greater than the Department of Labor allow cost from the previous document and are actually consistently more than the amount that was actually charged to the worker. So that any amounts that they paid was less than they would have paid on the market.

MR. GLICK: Your Honor, and this issue has come up in the parties' briefing today, and I certainly expect it to continue to be an issue. And briefly, the question of the relevance of cost information by, you know, the regulation particularly 20 C.F.R. Section 655.122 and Subsections (g), (p) and (q) together are quite clear that the issue is disclosure. And it would completely defeat the purpose of the disclosure requirement if an employer were permitted to argue that a plan, you know, was at some permissible cost, because the entire point of disclosure -- and again, this is getting into the

merits by the relevance of an estimate of cost. I mean, there's also been no foundation for these particular pages here.

JUDGE TIMLIN: Well, they're, I mean --

MR. SCHULTE: The Government publication that --

JUDGE TIMLIN: Right, it's --

MR. SCHULTE: -- I think there could be a matter of judicial notice but just for ease of reference, if --

JUDGE TIMLIN: And I'm not saying one way or the other whether I'm buying that argument. But if you're going to make the argument then we might as well put the government plan, the USDA meal plan pieces in just so that I don't have to go searching for them. I understand the objection, but I'm going to admit them.

(Whereupon, the documents referred to and previously marked for identification as Respondent's Exhibit No. 7 and 8 were received into evidence.)

JUDGE TIMLIN: Go ahead.

MR. SCHULTE: Exhibits 9 and 10 are Administrator's responses to interrogatories and requests for admissions.

JUDGE TIMLIN: Okay. Any objection?

MR. GLICK: No objection other than the objections

stated within the documents.

JUDGE TIMLIN: All right. Hold on.

MR. SCHULTE: Sorry.

JUDGE TIMLIN: I have to log it. Okay, go ahead.

(Whereupon, the documents referred to and previously marked for identification as Respondent's Exhibit No. 9 and 10 were received into evidence.)

MR. SCHULTE: The next we can, videos, agree it's 11 through 19 are all transcript excerpts. None of the videos associates are exhibits. Just the straight transcripts excerpts from the witnesses who were disposed pretrial.

JUDGE TIMLIN: Okay. So here's my question. Did you guys submit transcript excerpts or whole transcripts?

MR. GLICK: We submitted excerpts of the depositions that were put into evidence.

JUDGE TIMLIN: Okay. So you submitted excerpts and you submitted excerpts. So --

MR. SCHULTE: There may be some overlap, Your Honor, but it's not 100 percent, certainly.

JUDGE TIMLIN: All right. Well, I -- if I let them in for you guys, then I'm going to let them in for their guys,

because obviously, you know, you didn't have a -- did you have an objection here?

MR. GLICK: Well, I have a couple of points that are similar in the nature of objections. First, the Federal Rule of 801, Federal Rule of Evidence 801(d)(2)(d), pursuant to which the Court admitted the depositions of Mr. Russell Marino, Jr. and Mr. Joseph Marino, were offered against party. And the wholesale admission of all the other excerpts, you know, sort of against the Administrator is not consistent with the rule. I understand there may be some questions about completeness and there may be particular pages in Respondent's excerpts of those two depositions, but I don't think the whole transcript comes in automatically. It's essentially bolstering --

MR. SCHULTE: We don't want the whole transcript, Your Honor. Just pieces. The same as theirs.

JUDGE TIMLIN: I understand what you're saying, Mr. Glick, but I have to say, I mean, and I understand that if they're offering it, then it isn't really in the Administrator's interest. I get that technically. But I do have concerns about completeness, and I would not feel comfortable taking your excerpts from the transcript and not taking their excerpts from the transcript. That just seems to some extent fundamentally unfair. So, I'm going to admit the -- and that's 11, 12 and 13.

MR. GLICK: May, Your Honor, I believe --

JUDGE TIMLIN: Go ahead.

MR. GLICK: I believe it was 12 and 13, because 11 --

JUDGE TIMLIN: Is Mr. Hernandez.

MR. GLICK: And we haven't, we did not yet move to admit the deposition of Mr. Hernandez. We would move to do so if the Court is moving Respondent's Exhibit 11.

JUDGE TIMLIN: Ah, okay. I see what you're doing. So do you want -- so are you still moving Mr. -- what's your basis for bringing Mr. Hernandez's deposition in? Because they have not admitted that as -- they have not admitted any excerpts from Mr. Hernandez's deposition as a party admission against interest. Mr. Hernandez was here and he testified. So what would be the interest for your perspective in bringing in that hearsay evidence?

MR. SCHULTE: And if they're not going to introduce the transcript then I won't need to either.

JUDGE TIMLIN: Okay.

MR. SCHULTE: It's essentially for completeness.

JUDGE TIMLIN: So we're going to withdraw -- 11 is not coming in.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay. So we have 12 and 13. And then let's -- then we've got 14 is the Cinta Tagoma; 15 is Cervantes Ramirez; 16 is Garcia Dominguez; and 17 is Silva Lopez. Let me make sure -- 18, Elizondo Soto; and then 19 is Morales Acosta.

And these are all deposition excerpts that --

MR. SCHULTE: These will correspond to the excerpts that --

JUDGE TIMLIN: You'd like --

MR. SCHULTE: -- from the same batch of *de bene esse*.

JUDGE TIMLIN: -- to put in excerpts from these depositions.

MR. GLICK: That's correct.

MR. SCHULTE: They'd also provided the video excerpts.

JUDGE TIMLIN: Right.

MR. SCHULTE: We, you know, didn't have the original videos to edit, so these are just the written transcript.

JUDGE TIMLIN: So are you objecting to their excerpts on any grounds?

MR. GLICK: Well, on two grounds. One as to the particular excerpts as to relevance; we raised those objections in our pretrial objections submitted to the Court a few weeks before trial. And then objections made at the time of the deposition as to form and other such issues.

JUDGE TIMLIN: Right. Well, those objections -- right. Well, again, if I found their -- if I found your offerings of excerpted depositions relevant, I'm going to let them put in their excerpts too.

MR. GLICK: I would ask that we be permitted if there

are particular passages to which we have made timely objections, that we'd be able to continue to assert those in the course of briefing.

JUDGE TIMLIN: Right. Absolutely, and when I go through the deposition transcripts, if there's objections from either side that are outstanding, I'll take a look at them too, and address them.

MR. SCHULTE: Thank Your Honor. And so just, so we're, so those are both kind of --

JUDGE TIMLIN: They're all admitted.

(Whereupon, the documents referred to and previously marked for identification as Respondent's Exhibits 12 through 19 are received into evidence.)

MR. SCHULTE: -- contemporaneous, you know, objections, but also the ones filed with the Court a couple of weeks ago.

JUDGE TIMLIN: Right.

MR. SCHULTE: For both parties, right?

JUDGE TIMLIN: Right, for both parties. Okay.

MR. SCHULTE: And that's it, Your Honor.

JUDGE TIMLIN: Okay. So that's, so, okay. Okay, then let's take just a real short break, like five minutes,

then we'll bring in the District Director and I'll bring in more paper.

(Briefly off the record.)

COURT REPORTER: We're on the record.

JUDGE TIMLIN: Oh sorry, on the record.

COURT REPORTER: That's okay.

JUDGE TIMLIN: Oh my God. It's been so many days. I've been forgetting.

Whereupon,

CHARLENE RACHOR,

A witness on behalf of the Plaintiff herein, having been first duly sworn, was examined and testified as follows:

JUDGE TIMLIN: Okay, great. Have a seat.

DIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Good afternoon, Ms. Rachor. What is your current occupation?

A. District Director of the Southern New Jersey District Office for the Wage and Hour Division.

Q. What are your duties in that position?

A. I have many duties. I oversee investigations in all of the laws that we enforce. I supervise investigators and support staff. And I have various administrative duties. I also issue letters regarding findings of investigations, including H-2A determination letters.

Q. Do you have any role with civil money penalty assessments?

A. I do. I oversee and approve civil money penalty assessments and those civil money penalty assessments are issued to employers by way of letters, documents.

Q. How long have you worked for the Department of Labor?

A. I've worked for the Department of Labor for just over 20 years.

Q. What positions have you held?

A. I was a wage hour investigator for nine years. I was an assistant district director in the Wilkes-Barre, Pennsylvania District Office for eight, and I've been district director here in Southern New Jersey for about three-and-a-half.

Q. How many investigations have you supervised or worked on involving agricultural labor?

A. I have either participated as an investigator or supervised 88 agriculture-related investigations.

Q. And how many investigations have you supervised or worked on where you were involved in considering civil money penalty assessment?

A. Well, in all of those, that number, 88 investigations, I would have been involved in considering civil money penalty assessments, either in the investigator role or as a manager.

Q. Have you had any training in carrying out investigations under the H-2A program?

A. I have. Part of basic investigator training or what we call Basic 1, Basic 2, which I had early in my career. In 2007, I participated in an advanced agricultural training class. And then in 2015, I believe we all took H-2A CMP training via our web-based learning system.

Q. I'd like to ask you about your role in this case involving Sun Valley Orchards. Did you have any role in the civil money penalty assessment in this case?

A. I did. I reviewed the civil money penalty computations that were done by Investigator Perez. I approved those computations and ultimately we issued the assessment letter, which has my signature on it.

Q. Let me show you an exhibit. Do you have Binder 8 in front of you, JX-1 to 10, it says on the front?

JUDGE TIMLIN: It's one of the black binders.

THE WITNESS: Yeah, I don't think I have that up here.

JUDGE TIMLIN: This one?

THE WITNESS: Oh great, here it is. Yep, on the floor, buried under someone else.

BY MR. HEYMAN-KANTOR:

Q. Can you please turn to JX-10, page 155? Do you recognize this document?

A. Yes, this is the H-2A determination letter that was issued in June of 2016.

Q. Can you turn to page 157? Is that your signature?

A. Yes, that's my signature.

Q. So you're familiar with this document?

A. Yes, I am.

Q. And what was your role with this document?

A. I reviewed and approved the civil money penalties that are referenced in this document.

Q. Okay. So I'd like to ask you about some of those civil money penalties, and specific citations. If you could turn to page 160.

A. Okay.

Q. I'm first going to go to the -- ask you about the wage-related citations. So if you see this second citation where it says on the left "20 C.F.R. 655.122(g)." What was that citation for?

A. This citation refers to the violations with the failure to provide free and open kitchen facilities which were noted on the H-2A job order that would be provided to the workers. And an H-2A does require that either the employer provide meals or provide free and open kitchen facilities for the workers to prepare their meals. And indeed, that's what was indicated on the job order. Except that when the workers arrived, they found out that they were going to be

participating in a meal plan that had charges that they would incur.

Q. And were any civil money penalties assessed for this citation?

A. Yes.

Q. How much?

A. $198,450.

Q. How did Wage Hour go about in determining how much to assess?

A. Well, we started with the base amount for that particular violation which is $1,500. For this violation we assessed on a per person basis, as opposed to per requirement. And that means that we assessed that base amount for each particular worker that was affected by that.

Q. Why did you do it on a per person rather than per requirement basis?

A. Well, for a number of reasons. One, there were a large amount of workers affected. This was certainly a violation that was a violation right on the face of the job order. And it's a serious violation because the workers are expecting to come and have these free and open kitchen facilities to make their own meals, and instead they're going to be incurring charges.

MR. SCHULTE: Sorry to interrupt, Your Honor, but just to the extent that -- I guess we can get into it later,

but having, we're now talking at least triple hearsay as to what the workers thought or knew.

JUDGE TIMLIN: I don't think she said anything about what the workers thought or knew. I thought she said that it was a serious --

MR. SCHULTE: Because the work --

JUDGE TIMLIN: -- because it on the face of the job orders --

MR. SCHULTE: The workers expected something.

JUDGE TIMLIN: -- it notified the workers that they were going to have something when they got here that they did not have was the basis of her decision.

MR. SCHULTE: But she's talking about what the workers thought. Or what the workers knew.

JUDGE TIMLIN: I'm going to overrule that because that's not the way I heard it. What I heard, it was that it was -- that one of the factors that she looked at was on the face of the job order.

So, okay, continue.

BY MR. HEYMAN-KANTOR:

Q. After you -- after Wage Hour decided to assess on the per person rather than per requirement basis, what did Wage Hour do next in determining the amount of civil money penalties assessed?

A. Well, again, looking at that base amount of $1,500,

there's just a number of factors that we consider as far as reducing that amount.

Q. Do you have those factors memorized by heart?

A. I do not.

Q. Right.

MR. HEYMAN-KANTOR: Your Honor, I'd like to refresh the Witness' recollection with the civil money penalty factors.

JUDGE TIMLIN: Sure.

MR. HEYMAN-KANTOR: A copy for you. For you. For you.

BY MR. HEYMAN-KANTOR:

Q. All right. Can you tell me are these the factors? These are, what I handed you is 29 C.F.R. 501.19. Are these factors here in Subsection B, are these the factors that Wage Hour considered?

A. Yes.

Q. And how many of these factors did Wage Hour consider?

A. Well, we would consider all of the factors and whether or not there is, you know, there's relevance or evidence to support a reduction by going through each one of the factors.

Q. And did you consider -- did you do a separate consideration of these factors for different workers, depending on how many meals they purchased? Or was it a uniform assessment, or was it done some other way?

A. It was a uniform assessment.

Q. Can you explain how you considered these factors?

A. Yes. The first factor listed on here, B-1 discusses previous history, prior history of the employer. We did allow a 10 percent deduction for this particular factor because there was no prior H-2A history with Sun Valley Orchards. So that would take 10 percent off of that base amount of $1,500.

The second factor, the number of H-2A workers and corresponding workers involved as a result of the violation, we did not allow a 10 percent reduction for that because there's a large amount of workers affected by this violation, 147.

The third factor, the gravity of the violation, just from what I said a few minutes earlier, you know, we felt that this was indeed a very serious violation. And it's really like a breach of a contract, really. You know, the job order spells out working conditions, pay rates, and those are what the workers expect when they come here. So we felt that was serious.

The fourth factor talks about efforts being in good faith to comply. We didn't feel that there were good faith efforts to comply through previous investigative history with Marino Brothers and Sun Valley, not under H-2A. They had meal plans before and it appears that the meal plan was certainly in place obviously with this investigation also, and then there was no effort made to discontinue the meal plan.

The fifth factor is the explanation from the person charged with the violation. And again, we didn't feel that there was really a good explanation for why the violation was occurring.

And the sixth factor is the commitment to future compliance and we didn't feel that there was indeed a good commitment to future compliance, so we didn't allow a reduction for this factor.

The seventh factor on the next page talks about the extent of financial gain to the person charged with the violation and also financial loss to the workers affected. And we didn't allow a reduction for that factor either for a number of reasons, and I think a very easy one is that obviously the workers having to pay $75 or $80 a week for the meal plan is certainly a financial loss to them, especially, you know, especially when they were coming here expecting not to have to pay for a meal plan.

Also there's opportunity for profit by the employer. Having to construct kitchen facilities to accommodate almost 150 workers, I think would have to be a big investment, and certainly that wasn't done. The workers had no free and open kitchen facilities. In fact, the kitchen that existed was locked. And also there was opportunity for profit by the employer because they had long standing employee who was basically put in charge of running the kitchen at a profit by

charging the meal plan charges. So we didn't allow a reduction for that either. So the civil money penalty amount is basically $1,350 times 147.

JUDGE TIMLIN: Continue.

BY MR. HEYMAN-KANTOR:

Q. Yes. If you could look at page -- the next page. See where -- yes, sorry, that's JX-10, page 161, where it says, "655.122(p)" at the bottom. What was that violation for?

A. We charged that violation, again it's somewhat related to the other violation that we talked about, where this violation talks about a failure to comply with the deduction requirements. So, in other words, improper deductions that the workers incurred. So certainly the meal plan that wasn't disclosed on the job order is an improper deduction. There were also beer and other drinks that were being sold at a profit to the workers, so in essence that becomes an improper deduction to the workers.

Q. And were civil money penalties assessed for that citation?

A. We did not assess civil money penalties for that citation.

Q. Why not?

A. We felt again that in an effort to be reasonable, although we certainly could have incited a civil money penalty here, we thought the violation was somewhat similar to the

violation we'd talked about with the failure to provide meals. But we did want to have it noted on record that indeed there was a violation with that.

Q. Did Wage Hour determine for certain that Sun Valley made a profit off, or that anyone made a profit off of the meals part of it?

A. Not to my knowledge.

Q. And if no profit was made would this civil money penalties still be justified?

A. They could still be justified because, again, there was no disclosure about the meal plan, so that in essence because an improper deduction. And the fact that we know the company store existed and they were selling drinks and beer, and they were certainly being sold at a profit, so we would still cite that violation.

Q. Now, I'd like to look at JX-10, page 161, the same page. It's the second one on that page, 6, subsection or section 655.122(q). What was that citation for?

A. This citation is in reference to the fact that the copy of the work contract that was provided to the workers really was not a true and accurate disclosure of what the true working conditions are. And again, that references the charges with the meal plan. You know, there were no meal plan charges listed on the job order when, in fact, there were meal plan charges to the workers. So we cited that violation again.

Q. Did Wage Hour assess any civil money penalties for that?

A. No, we did not.

Q. All right. Let's move up to violation, the citation directly above that still on page JX-10, page 161, where it says, where it refers to Section 655.122(i). What was that violation for?

A. This violation references the fact that there were two groups of workers. In fact, over 20 workers who did not receive the three-quarter guarantee required under H-2A regulations.

Q. And were civil money penalties assessed for that, for that violation?

A. Yes, they were.

Q. How much.

A. $1,350.

Q. And how did Wage Hour go about assessing civil money penalties for that violation?

A. Again, there's a base civil money penalty amount of $1,500. Now I think it's fairly clear that on this particular citation, we did the assessment per requirement as opposed to per worker. And again, I looked at all of the potential mitigating factors to see if any applied.

Q. And can you walk us through your consideration of those factors?

A. Yes. The first factor, again, I did allow the 10 percent reduction Sun Valley has no prior H-2A history. So that's where we end up with the $1,350. We did not allow a reduction for the other factors.

The second factor, the number of workers involved, there were over 20 workers involved with this violation that were owed back wages so we felt that there was no reduction justified.

The gravity of the violation, the third factor, again, this is a serious violation. We have workers who didn't receive wages that they were promised by the contract, and that in turn cuts down on the money that they can put in their pocket or potentially send home. So we didn't feel a reduction was justified there.

The fourth factor, the efforts made in good faith to comply, we didn't feel that there were good faith efforts to comply with that, and I'm sure we're going to get into later but, you know, we have workers who were basically constructively terminated, so we didn't feel that there was a need for a reduction there. The explanation from the person charged with the violation, we didn't feel that there was really indeed a good explanation from the employers to why that violation occurred.

The sixth factor, commitment to future compliance, again, there was really no commitment to future compliance

in the determination letter, that Ms. Rachor has discussed of --

JUDGE TIMLIN: The $198,450.

MR. HEYMAN-KANTOR: Yes. Yes. That has not been increased at all. That has remained the assessment.

MR. SCHULTE: Does some part of that cover drinks? That's, I think if it's either zero --

JUDGE TIMLIN: Well, her testimony when --

MR. SCHULTE: -- or $200,000.

JUDGE TIMLIN: I mean when she gave her testimony and her reasoning for that, she didn't say anything that would suggest that it increased to add in drinks. It sounded like she started with $1,500, which is the base charge, and then she multiplied it by number of employees and then she took whatever mitigating deductions. And it didn't sound like there was any, that it didn't sound like there was any mention at all when she was talking about all of that, of drinks.

MR. SCHULTE: There were two things, Your Honor. She said that there were some workers who didn't purchase meals, but did purchase drinks, so there were CMPs assessed for them. And then there's also testimony that the part of the assessment was that the drinks needed to be included in the meal. So if it truly is zero, and there are no CMPs resulting from Agustin's sale of drinks to anybody, then you're absolutely right. We're not going to fight over zero. We'll take yes for

an answer. But I can't tell from the explanation whether drinks are being assessed a CMP, or part of a CMP.

JUDGE TIMLIN: Okay, so that's a question you can ask her.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Because that --

MR. SCHULTE: I don't know. Yeah.

JUDGE TIMLIN: And I thought I heard what I heard, but certainly you should explore that.

BY MR. SCHULTE:

Q. Is the sale of drinks the basis for any CMP?

A. No.

Q. So the 147 workers times $1,350, that's only for meals?

A. It's for the fact that the workers had to pay for a meal plan.

Q. Right, right. But I'm saying meals as in separate from drinks or beer or some other drinks, or some other, you know, were separate from beverages. Is there a difference of 147 for the $75 or $80 payment to Agustin for meals? That's -- is that the basis for the $198,450 we've been talking about?

A. Yes.

Q. No other reason?

A. My assessment was based on the fact that they purchased meals, which may have included a drink. There were

also drinks that were sold separately for a profit for which we did cite the violation, but we didn't assess a CMP.

Q. Okay, that's the section (p), the deduction for the profit?

A. (p), yes.

Q. Okay. So when you say you did also take into account for the $198,000 the purchase of drinks, was that your testimony?

A. It includes the meal plan, which may have included a drink as part of that meal plan. I didn't assess a separate civil money penalty --

Q. I'm not sure I follow you. What drinks were included with the $75 or $80, the $75 payment for meals?

A. There would typically be drink included with the meal.

Q. I'm not sure. So we might be talking about two different things. So it was that there were, there was water or coffee provided or that there was purchases of additional --

A. I don't know what's --

Q. -- drinks?

A. I don't know which specific drink would be provided.

Q. Which drinks are you talking about? That's more important than what I think. Which drinks. you said you took into account that there were purchases of that, you took into account drinks as part of the $198,450.

A. Maybe to be clear, I took into account for the unlawful deduction violation, the purchase of drinks like that were sold at a profit, like beer or soft drinks or something like that.

Q. Okay. So for those violations, their back wages, but no CMPs whatsoever?

A. The back wages cover the meal plan issue.

Q. But not drinks?

A. Not specifically drinks only.

Q. So there's no part of this $234,000 that relates to the sale of soft drinks or beer?

A. That violation was cited under the 655.122(p) --

Q. Okay, so if I'm reading --

A. -- for drinks sold at a profit.

Q. -- that correctly, so that showing zero dollars for back wages and zero dollars for CMPs. Is that right?

MR. HEYMAN-KANTOR: Your Honor, I believe Counsel is confusing the issues. There was a change to the CMP and back wage assessments so that the amounts for drinks, the back wages for drinks were done under (p)(2). So --

JUDGE TIMLIN: But there are no back wages for drinks? I mean, there's no assessment of CMP or back wages for the sale of drinks from the coolers out in the field or from this LP or from the refrigerators?

MR. HEYMAN-KANTOS: Originally --

JUDGE TIMLIN: There may -- I don't care about originally. I care about right --

MR. HEYMAN-KANTOS: Right now, yes.

JUDGE TIMLIN: What I'm looking at and what I have to decide about

MR. HEYMAN-KANTOR: Right. The back wages for drinks were changed after germination there so that now they're under (p)(2). And that is what we put in our order of reference, under (p). So, and we've also put that in our, in all of our motion papers, and our --

MR. SCHULTE: You said except --

MR. HEYMAN-KANTOR: -- that we use in our prehearing statement as well, so.

MR. SCHULTE: -- in the notice issues in changing determinations, but -

BY MR. SCHULTE:

Q. So are you familiar with the back wages in the case, as well?

A. I am familiar with the total amount. I'm not familiar with specifics.

Q. Are you familiar with the components of it?

A. Not very familiar, no.

Q. Okay. Would that have been important to know for calculating the CMPs?

A. I know our investigator and I know he would do the

back wages as accurately as possible. So my testimony and my involvement in the case was really more geared toward the civil money penalty assessments.

Q. Is it this investigator in particular or do you ever check into the back wages?

A. For the investigator that I specifically supervise, I do.

Q. Do you supervise this one?

A. No.

Q. You're in charge of the whole district though, correct?

A. Yes.

Q. But you don't supervise him?

A. I don't immediately supervise this particular investigator.

Q. Did someone else check his calculations?

A. I would think so.

Q. Okay. And again, with just going to the meals, leaving -- we'll finally put drinks in the rearview mirror. So just meals, like just on the plate, $75 a week. Why wasn't there a difference for there were some workers who were there for a week and some worker who were there for six months, and your position is that it should be the same penalty?

A. Yes.

Q. Why?

A. Any worker affected, whether it's a week or whether it's six months, or whether it's eight months.

Q. What about workers who had been there previously in previous years, paid for the meal plan and came back? Same position?

A. This investigation was done under the H-2A regulations. There was no H-2A history with this employer.

Q. Understood.

A. So if they used a meal plan before, it may not have been an issue, or it may have been an issue.

Q. It's not that they should have been penalized before. It's that if a worker was familiar with that, knew that and then came back in 2015 and knew about the meal plan, would that change your calculation?

A. No.

Q. Okay. But your testimony was that the workers expected one thing, and then were surprised by something else, right? That was the reason that this has such gravity?

A. Whether they were a returning worker or a new worker, the point of the H-2A job order is to specify the working conditions including whether or not there's going to be a meal plan charge or if there were, the employer's going to provide free meals, or the free and open kitchen facilities.

Q. So when and what context would a worker get free meals?

A. The employer could choose to provide free meals.
Q. Well, any employer could, but in H-2A context, when would an employer be required to provide free meals?
A. They can provide the free and open cooking facilities.
Q. That's not the same thing as providing a meal, though, is it?
A. Well, the regulations give the employer the option of providing meals, or providing the free and open kitchen facilities, or disclosing a meal charge if there is one.
Q. You referred to the good faith effort to comply. Did you look at subsequent year job orders for the employer?
A. No.
Q. Okay. What was your basis for concluding that they had made no effort to discontinue?
A. Evidence provided through the case file.
Q. What evidence was that?
A. The meal plan continued and the employees continued to pay for the meal plan.
Q. When did it continue?
A. I don't know specifically.
Q. No, but you said it continued. You know, from when, continued after what? What does that mean?
A. I don't know which particular date.
Q. Not a date. I mean, it continued after the

investigator visited? It continued after the determination? After the WH-56 was provided? It continued after the findings were made to them? What, was there -- you meant something by that. I'm just trying to understand what you meant.

A. From my understanding and doing the CMP assessment, there was no effort to discontinue the meal plan once they were made aware.

Q. When were they made aware?

A. They would have been made aware as soon as the investigators found out about the meal plan or did the final conference.

Q. When was the final conference?

A. I don't know the specific date.

Q. Okay. Could it have been in early 2016?

A. I don't know.

Q. Would it have been during that season?

A. I really can't say specifically.

Q. Okay, so when you said no effort to discontinue, if there were no more workers there, I'm not sure I understand what that means. You know, when you say that they made no efforts to discontinue that, you must have some knowledge that it continued then.

A. From the evidence in the case file that the meal plan was how the workers got their food.

Q. Okay, but you didn't look at the job order for 2016?

regarding that particular violation.

And the seventh factor again talks about financial gain and loss to the workers. Certainly both existed here by not paying that three-quarter guarantee; certainly the employer gets a profit from that because of the wages that weren't paid out. And as far as the loss, you know, the workers didn't receive those wages, so it is wages that they didn't get that they were promised.

Q. Can you explain in general why is it three-quarters guarantee citation like this one, what do you -- why is that a problem in terms of gravity of the violation due to that factor?

A. Well, as I said, we have a situation where, you know, workers are -- H-2A allows an employer to bring over farmer workers, non-immigrant workers by laying out terms and conditions of employment basically in the form of a contract. The workers are provided a copy of that so they can see, okay, this is the money I'm going to earn. If they come here and they are terminated, forced to resign, and they don't receive that three-quarter guarantee, now that's wages that they've lost and perhaps they wouldn't have come.

Q. I'd like to turn to the next page, JX-10, page 162. There's just one citation there for Section 20 C.F.R. 501.5. What was that citation for?

A. This citation refers to the workers who were

constructively terminated, forced to resign, having their rights interfered with. The evidence in our case file showed that the workers were forced to sign forms saying that they were leaving for their own personal reasons, when in fact that really wasn't the case. They had complained about poor working conditions, poor housing conditions, and general issues with how they were treated, and they were constructively terminated. So that's certainly an interference with their rights under the H-2A regulations.

Q. How much in civil money penalties were assessed for that citation?

A. $1,350.

Q. How did Wage Hour go about, and just in general in assessing civil money penalties? Well, let me say this. Were there any differences in the way that Wage Hour assessed civil money penalties for this violation as compared to the three-quarters guarantee citation?

A. No. We would again start with that base civil money penalty amount of $1,500, and look at potential mitigating factors to see if any would apply to reducing that amount. And here we assess a civil money penalty on a per requirement basis, as opposed to the per worker.

Q. All right. And just quickly, which factors, if any, did Wage Hour apply?

A. We applied a 10 percent reduction for the first

factor. Again, the fact that there's no previous H-2A history with Sun Valley Orchards.

Q. Were any other factors applied?

A. No.

Q. Let me just ask you a couple of questions, just go through a couple of factors. So, factor 2, number of workers. How did Wage Hour consider that factor?

A. Well, we didn't allow a reduction for that factor because we felt that there was a significant number of workers affected by this particular violation. Again, like over 20. And for this particular violation that is -- it's serious. And even having one worker affected by this violation is serious. So we didn't allow a reduction for that.

Q. In terms of Factor 3, gravity of the violation, can you explain a little bit more how you considered that factor?

A. Well, again, the job order is really a promise to these workers of what they're going to be receiving, how they're going to be treated, what the working conditions will be. So certainly we consider the violation to have gravity because that's not what happened when they came here. So it's kind of like breaking a contract, breaking a promise. The workers were in essence coerced to sign forms noting that they were leaving for personal reasons. So for all of those reasons that I talked about, we wouldn't allow a reduction for that factor.

Q. All right. Why is asking workers to sign false forms a serious objection to --

MR. SCHULTE: Objection, Your Honor. That's his characterization.

MR. HEYMAN-KANTOS: I'm paraphrasing what she said.

JUDGE TIMLIN: Did she use the word false?

MR. SCHULTE: If you can just rephrase. I mean, the contents --

JUDGE TIMLIN: Yeah, can you just rephrase it and take out the word false.

MR. SCHULTE: The answer's kind of fine.

MR. HEYMAN-KANTOS: Sure.

Q. Why would having workers sign forms such as these be a serious violation on its own?

A. Because it's not an accurate description or not an accurate portrayal of what the actual circumstances were.

Q. All right. So I'd like to ask you about some of the non-wage related violations. If you could turn to JX-10, page 160. This first citation, what was that for?

A. This citation is regarding the housing safety and health violations that we found.

Q. And what were the specific citations for that?

A. We had a number of citations. There were some ripped screens, window screens in bathroom windows. Some screen doors that didn't fit tightly. Garbage cans that didn't have lids.

And then there were a couple of workers that were sleeping on the floor on mattresses. And there was some sinks, bathroom sinks that didn't have hot water.

Q. How much in civil money penalties were assessed for this citation?

A. $3,600.

Q. Okay. Let me ask you about some of the individual housing issues. So how much in civil money penalties were assessed for the bathroom screen, screen doors and garbage cans?

A. Well, again, for each particular violation, each of those violations, we started with the base civil money penalty amount of $1,500. And again, looking at each of those violations separately, we applied all of these, again, these mitigating factors to determine if there was a reduction that was appropriate.

Q. Did you apply them on a per worker, or per requirement basis, or some other basis?

A. It's basically on a per requirement basis. These are housing standard violations, so.

Q. And do you recall the amount of civil money penalties assessed for each of those specific issues?

A. Yes. Can I use a calculator?

Q. Yes.

A. Just to refresh my memory. Okay, so for the screens,

the window screens, the screen doors, and the garbage can lids, each of those particular violations we assessed $900 a piece after applying the mitigating factors. For the mattresses on the floor and the hot water, after applying mitigating factors, each one of those violations was $450.

Q. So the mattress and the hot water, were those on per requirement or per worker basis?

A. Just per requirement.

Q. So let me focus on the bathroom screens, screen doors and garbage cans, which were $900 each. Can you walk us through the -- well, did Wage Hour consider the factors in the same way for these, for each of these three violations or differently?

A. The same way.

Q. Can you walk us through how Wage Hour considered the factors?

A. Yes. The first factor, we did allow the 10 percent reduction, again because there's no previous history for Sun Valley under the H-2A regulations.

The number of H-2A workers or workers in corresponding employment affected, we did not allow a reduction for that because certainly those types of violation affects all the workers that are in the camp.

The third, the gravity of the violation. These types of violations are indeed serious because if you have openings

in window screens, or openings in doors, garbage can lids not on, it really creates the potential for an insect infestation or rodents, and the insects we found, there were mosquitoes, and large amount of mosquitoes and flies. So certainly that lends itself to saying that that particular violation has a lot of gravity to it. So we didn't allow a reduction for that.

Efforts made in good faith to comply. We did not allow a reduction for that because the violations weren't corrected immediately. Explanation from the person charged, we felt that there really wasn't a good explanation as to why the violations were occurring. There was indeed a commitment to future compliance, so we did allow a 10 percent reduction for that.

The seventh factor, the talking about the profit and loss, it really wasn't applicable for this situation, so we did allow a 10 percent reduction for that. And there actually isn't -- and what we consider an eighth factor, which is kind of like -- it's not really on this sheet, but it's like an overall factor to allow a reduction, basically looking at the totality of the violations and, you know, was there ever serious harm to the workers or something like that. And although there was an insect infestation in the camp, to our knowledge there was no serious illness or injury that occurred to the workers, so we did allow a 10 percent reduction for that.

Q. All right, thank you. And with the bathroom sinks and the mattress citations, they were $450 each. Can you, could you walk us through how those violations were cited?

A. Yes. Again, as I said earlier, each one starts at the base amount of $1,500. And we looked at all the factors. There were a couple of differences with these two particular violations. And I'm going to highlight those directly.

With the mattresses on the floor, we did allow a 10 percent reduction for Factor Number 2, which is the number of workers that were involved with the violation, and there were only two workers that we had evidence of that were actually sleeping on the floor with mattresses. So we felt that there wasn't a large amount of workers affected by that particular aspect of the violation, so we did allow a reduction for that.

We did allow a reduction for the gravity, Factor Number 3, for the mattresses because again to our evidence we had nothing to show that the workers were serious harmed. Certainly the potential does exist, but we didn't have evidence to show that any one was harmed by that.

For the mattresses, we did not allow a reduction for Factor Number 5. The explanation that we were given was that the employer didn't know there were people sleeping on the floor, which --

Q. And what about the other factors were, just in general, were other -- what other factors were applied, if any?

A. We did apply a Factor Number 6, the commitment to future compliance. We applied Factor Number 7, a 10 percent reduction for that because this particular issue with the mattresses on the floor didn't cause a financial gain to the employer or financial loss to the workers. And we did apply Factor Number 8, as well, which again, is not really listed here but --

MR. SCHULTE: I'm sorry, this isn't an objection, but just more kind of to clarify the record, did she cover Number 4?

JUDGE TIMLIN: Based on the good -- isn't that good faith?

MR. SCHULTE: Yeah, I just, I didn't --

JUDGE TIMLIN: In good faith? Yeah, if you didn't actually talk about that. You talked about the no good explanation, but you didn't talk about the good faith?

THE WITNESS: Okay.

JUDGE TIMLIN: Did you give them a deduction for good faith?

THE WITNESS: No, we did not.

JUDGE TIMLIN: And the reason?

THE WITNESS: We just felt that there was really no good faith effort to resolve that violation.

JUDGE TIMLIN: Okay. Continue Mr. Heyman-Kantor.

BY MR. HEYMAN-KANTOR:

Q. Sure. All right, so let me ask you about the transportation citations. JX-10, is on page 160, the bottom citation. What was that citation for?

A. This citation was in regard to failure to provide safe transportation for the workers and involved a number of kind of different violations under that.

Q. And what was the total amount of civil money penalties assessed for that?

A. $7,500.

Q. And what were the specific transportation citations that you, that were underlying that overall citation?

A. Well, there were five vehicles that were transporting workers and five drivers that were operating those vehicles, and none of those drivers had a license that was current and in compliance with the Jersey state law. So we had a violation for each of those five drivers.

In addition to that, three of the vehicles had one bald tire on each vehicle, and then there was also a vehicle that had a nonfunctioning rear signal light.

Q. All right, well, let's go through these categories of transportation violations. So with the driver's license violation, did you assess that? Did Wage Hour assess that on a per worker or per requirement or per violation basis?

A. Well, it's really like a per violation, per requirement basis.

Q. So how many violations were assessed for that?

A. So there were five violations, one for each of the drivers that didn't possess a valid license.

Q. All right. And did you apply the civil money penalties in the same way for each driver's license violation?

A. Yes, we did.

Q. And how did you go about applying that?

A. Again, the base amount for the civil money penalties is $1,500. And then we looked at all of these potential mitigating factors to determine if there was a legitimate reduction that should be applied.

Q. And can you walk us through the factors?

A. Yes. The first factor, we did allow a reduction for again there's no previous history for Sun Valley Orchards under the H-2A regulation, so there's a 10 percent reduction for that factor.

The number of workers, of H-2A workers and workers in corresponding employment that were affected, we did allow a reduction for this because each one of the vehicles carried 15 workers. So we allowed a reduction and said that the number of workers involved, since it was only 15, we allowed the 10 percent for that.

The gravity of the violation, we did not allow a 10 percent reduction for that because having unlicensed drivers operating vehicles is a serious and unsafe matter. You know,

certainly we don't want unlicensed drivers or drivers that are not carrying a compliant driver's license driving workers.

Efforts made in good faith to comply, the fourth factor, we did not allow a reduction for this. An employee, Mr. Hernandez was told about the unlicensed drivers and really made no attempt to get that taken care of.

The fifth factor, the explanation from the person charged with the violation, we did not allow a reduction for that either. There really was no good explanation as to why there were unlicensed drivers.

Commitment to future compliance, we did allow a reduction for that because the employer did agree to future compliance.

The seventh factor, again talking about financial gain, really is not particularly applicable here, so we did allow a 10 percent reduction. There was no financial gain to the employer, or loss, financial loss to the workers.

And we did allow again that overall factor kind of number 8: we allowed a 10 percent reduction for that because there were no accidents that we knew of that occurred because of these violations, no harm to the workers.

Q. Thank you. Can you explain a little bit about the factors, the gravity of the violation? Why is it a serious violation for having drivers without licenses transport workers?

A. Well, basically, we don't know what their, what their history is. Can they even operate a vehicle? You know, are they safe to drive a vehicle? We don't know that unless they're properly licensed. So, you know, we certainly don't want to risk workers' safety and health by having them transported on open roads by people who don't have valid licenses.

Q. All right. Let me ask you about the buses with worn out tires. How many citations were for, did Wage Hour - sorry -- did Wage Hour assess civil money penalties for that citation?

A. Yes, we did.

Q. And how much?

A. Well, let me -- there were three vehicles that each had one bald tire. So we ultimately assessed $750 per vehicle.

Q. And did you go about assessing those -- sorry. You got about -- did Wage Hour go about assessing civil money penalties for those problems all in the same way or in different ways?

A. In the same way.

Q. All right. Can you just very briefly, you could say what factors you did apply or did not apply?

A. We did apply the first factor again. Again, there's no prior history so we allowed a 10 percent reduction for that.

The number of workers or workers, H-2A workers and

workers in corresponding employment who were affected, again, each one of these vehicles carries 15 passengers so we felt that there weren't a large number of workers affected, so we allowed the reduction for that.

We did allow a reduction for Factor 3 for this violation, the gravity. There was one bald tire on each of three vehicles. The other three tires were indeed fine and had enough tread. So we allowed the 10 percent reduction for that. And that's really the main difference between the licensing violations.

Efforts made in good faith to comply, again, we didn't really see a real good faith effort to comply with that, this particular violation. And the explanation from the person charged, we did, again didn't allow a reduction for that because we didn't feel that there was a good explanation as to why the one tire was bald.

Commitment to future compliance, we did allow a reduction for that. There was indeed a commitment to future compliance from the employer.

The last two factors, again, Factor Number 7 talks about profit and loss, and this particular violation didn't really affect profit to the employer or a loss to the workers, so we allowed a 10 percent reduction for that. And then that last kind of overall factor, we allowed a 10 percent reduction for.

Q. All right. And what about -- you mentioned a citation for a bus with a rear directional light not working. What was, what amount of CMPs were assessed for that, if any?

A. That was the same amount, $400 and -- wait -- $750. I'm sorry.

Q. And how did you go about in assessing the civil money penalties for that, for that violation?

A. We did it in the same manner. Again, the base amount for the CMP would be $1,500 civil money penalty, using acronyms. And again, we would look at all of these potential mitigating factors.

Q. Okay. All right. Now, for the -- I think you had mentioned Factor 8. Are you certain that we, that Wage Hour applied a Factor 8, the catchall factor?

A. To the bald tires?

Q. The driver's license violations?

A. Let me just double check my -- unless I'm doing my math wrong.

Q. If I provide you with your declaration, would that refresh your recollection about the --

A. It probably would.

MR. HEYMAN-KANTOS: Your Honor, may I approach for the declaration?

JUDGE TIMLIN: Sure.

MR. SCHULTE: Take a look at this -

THE WITNESS: I stand corrected. I didn't consider Factor 8. There was a 40 percent reduction off of the $1,500 for each of the unlicensed drivers, which I did cover.

BY MR. HEYMAN-KANTOR:

Q. When you say -- did you consider the totality of the circumstances or did Wage Hour simply not consider other aspects of this? I just want to understand what you're saying by, you're saying Wage Hour didn't consider it or didn't apply.

A. We would have considered it. I didn't apply the 10 percent reduction.

Q. And let me ask you the same question for the tire treads and the broken lights. Are you certain that Wage Hour applied this miscellaneous factor for those violations?

A. It looks like we considered it, but we did not apply it.

Q. Earlier you talked about a mattress, civil money penalties for the mattresses. How much of the dollars or percentage of the total civil money penalties were assessed for that -- how big a part of the overall civil money penalty assessment were the mattress violations?

A. For the housing?

Q. No, in terms of -- I mean, how much in civil money penalties was assessed in this case?

A. For the mattress violation?

Q. No, for -- in the whole case? Do you recall?

A. The grand total --
Q. Yes.
A. -- of civil money penalties?
Q. Yes.
A. $212,250.
Q. And how much was for the mattress violation, civil money penalty?
A. $450.
Q. Do you know if this is -- was this the first time that Wage Hour investigated Sun Valley?
A. No.
Q. How do you know that?
A. I know that from the narratives that I've seen from previous case files.
Q. In these prior investigations did Wage Hour cite Sun Valley for anything?
A. Yes, we did.
Q. What?
A. In 2005 and 2006, there were transportation violations, again including for unlicensed drivers. And in 2013, I believe it was, there was an investigation which found meal charge violations. There were inflated charges for meals and drinks.
Q. And at the conclusion of these investigations, were any fines or back wages assessed?

A. Yes.

Q. And did Sun Valley pay any fines or back wages?

A. Yes.

Q. And you talked earlier about the civil money penalty assessment for the meals violations. Were any civil money penalties assessed for -- or rather, were any citations, were there any citations for drinks, violations related to sale of drinks and other items?

A. Yes, the sale of drinks was actually affected by two different citations. Certainly it was affected by the meals requirement to provide the meals or the free and open kitchen facilities, because part of the meal plan was including drinks. So certainly that's covered by that. But it's also covered by the citation about the unlawful deductions because there was not only just regular drinks being sold, but also beer and, you know, Monster drinks, things like that, that were being sold at profit.

Q. And were there separate civil money penalties that were assessed for the meal versus the drinks?

A. No.

Q. Why not?

A. Well, again, in an effort to be reasonable, we thought that most of the workers certainly by far ate the meals. But certainly probably all of them had drinks of some sort. So we just included the meals and the drinks together

for that citation.

MR. HEYMAN-KANTOS: All right, no further questions.

JUDGE TIMLIN: Okay. Cross-examination?

MR. SCHULTE: Thank you.

CROSS-EXAMINATION

BY MR. SCHULTE:

Q. Is it safe to say, you're an expert in H-2A requirements, the regulations?

A. I can't say I'm an expert.

Q. Okay. How many H-2A investigations have you been a part of in your 20 years?

A. Either through investigating or through managing, I've been a part of 12 H-2A investigations.

Q. Okay. So about every two years, almost?

A. It's -- you can't really say that.

Q. On average?

A. Per year?

Q. Twelve divided by 20?

A. I can't really -- I mean, it would depend on the year.

Q. Do you need the calculator?

A. I don't because it really depends on the year and the nature.

Q. No, no, I'm not saying in any given year. That's the idea of an average, that it's over the whole total.

A. Okay.
Q. Before the 2015 training, when was your, the H-2A training you had before that?
A. In Basic 2, which was two years after I started, and then in 2007, I had Advanced Agricultural training.
Q. Okay. So when in 2015 was this training?
A. The particular month?
Q. Give or take, yeah?
A. I can't say.
Q. Okay. So the training that you had previous to that, under what set of H-2A regulations was that given?
A. It wouldn't have been in 2010, because it was in 2007.
Q. Okay. You just testified that the meal plan includes drinks. What do you mean by that?
A. That there would be a drink served with the particular meal.
Q. What kind of drink has to be served?
A. No particular kind of drink.
Q. Is water a drink?
A. Water is a drink.
Q. Was water served?
A. I don't know specifically.
Q. Okay. But, I mean, you've assessed almost $200,000 on this, I think you would know. So what drinks do you think

should have been included in the meal?

A. I can't tell the employer what particular kinds of drinks.

Q. Was coffee provided?

A. I can't say.

Q. Okay, but a big part of this calculation -- and it's not just the $200,000 in civil money penalties, it's over $400,000 total, some of that relates to drink charges for soft drinks that the workers chose to buy. Which of those needed to be required to be provided for free as part of the meal?

A. I believe the regulation, must supply a drink, meals. It doesn't, I don't know of any specific requirement for a kind of drink.

Q. Good. But Wage Hour's conclusion was that all of those drinks needed to be provided for free?

A. All of the drinks that would come with a customary meal.

Q. Is Monster part of a customary meal?

A. Not for me, but I can't say for other people.

Q. So what does it mean to be a customary meal?

A. A breakfast, lunch or dinner.

Q. But what makes it customary? Everyone, you might drink, have a different breakfast. And what would make it a customary meal?

A. I would say that's fairly subjective. It certainly

wouldn't include alcoholic beverages or drinks that are being sold at a profit.

Q. Who decides what's a customary meal?

A. We would look at the totality of the case and the circumstances and look at what the workers were being provided and what they were indeed consuming.

Q. So isn't that circular logic that if a worker drank something and it became part of a customary meal, it needed to be provided for free?

A. Well, again, under the H-2A regulations it is a requirement that the employer provide meals, which typically include a beverage of some sort, or provide the kitchen facilities for the workers to do that for themselves.

Q. Okay. Were there kitchen facilities there?

A. There were.

Q. Were they provided by the employer?

A. They were provided through the employer's, one of the employer's employees who ran the kitchen. And otherwise the kitchen was locked, was not accessible.

Q. At all times?

A. Yes, it was not accessible.

Q. Okay. You weren't here earlier. Who told you that the kitchen was locked at all times?

A. Well, the kitchen would have been locked for the workers. The only people that would have had access to the

kitchen were the people preparing the meals.

Q. Right. What's the basis of your statement?

A. The case file evidence.

Q. Okay. And who said that?

MR. HEYMAN-KANTOR: Objection, seeking informant's privilege.

JUDGE TIMLIN: Right.

MR. SCHULTE: Well, no, no, no. I mean, it would seek informant's privilege if it wasn't somebody who has already testified. I mean, you don't need to, don't give me a name of somebody that's not part of the case, but I don't, I don't think --

MR. HEYMAN-KANTOR: I'm sure she'd --

MR. SCHULTE: -- testimony's come in that the kitchen was locked at all times. And so we're talking third or fourth degree hearsay. She's just offering statements about, you know, the facts to support her conclusion, without really knowing what those facts are, or the basis for them at least.

MR. HEYMAN-KANTOR: Her testimony is based on -- you can -- she can certainly say it was based on something, the investigator said that identifying a worker, that's informant privilege. If you're asking for what worker told her, or what worker made a statement about it.

BY MR. SCHULTE:

Q. Did any worker tell you that?

A. No.
Q. Who told you that?
A. The investigator.
Q. Okay. Did he tell you how he found out?
A. It would have come through interviews with workers.
Q. Okay. And if he had not testified, he testified for the last several days actually. You know, if he testified that -- if he did not testify that the kitchen was locked at all times, would that be different than what he told you previously?
A. Could you repeat that?
Q. I'll try. He testified for the last couple days. If he did not testify while he was here for hour and hour that the kitchen was locked at all times, would that have been consistent with what he had told you?
MR. HEYMAN-KANTOR: I want to object to mischaracterizing what that witness testified. He testified that workers were not allowed to use the kitchen, the part of the kitchen where you cook meals.
MR. SCHULTE: He never said the kitchen was locked, at any point.
MR. HEYMAN-KANTOR: There was a photo that was submitted.
JUDGE TIMLIN: Right. Right. There was testimony about the kitchen being locked at times. And there was

certainly this testimony about the kitchen not being accessible to workers.

MR. SCHULTE: It's not their -- him, but okay. We'll move on.

JUDGE TIMLIN: Is it like -

BY MR. SCHULTE:

Q. But the Director's conclusion was that all of the soft drinks were required to be provided for free? Is that right?

A. All of the meals should be provided for free, or the workers can have access to make those meals themselves, and have access refrigeration to have their own beverages.

Q. And that's included, that's per the H-2A requirements?

A. Yes.

Q. H-2A requirements require meals to be provided for free?

A. Or so that the workers have access to the free and open convenient cooking facilities so that they can prepare their own meals.

Q. Okay. Where in the H-2A requirements does it speak of free meals?

A. I don't know the exact citation.

Q. Is it possible that it says meals can be provided for a charge?

A. It is possible, if that charge is disclosed.
Q. And if not, the meals are free?
A. The meals are being provided by the employer.
Q. And they must be free?
A. Free of charge. If there is a charge it needs to be disclosed.
Q. Who provided the meals?
A. The meals were provided by Mr. Hernandez and his wife.
Q. Okay. Did Sun Valley provide the meals?
A. Mr. Hernandez is an employee of Sun Valley.
Q. Okay. You spoke of the profit from the drinks. What was Sun Valley's profit in this case?
A. I don't know what their specific profit was, but the beer and the drinks that were sold in the company store were being sold at a profit.
Q. And what's the company store?
A. The company store is an area where drinks, cigarettes, beer were being sold.
Q. Who called it that?
A. It's a term that I guess I'm using colloquially. It's a store. A place where things are being sold. I won't call it a company store.
Q. Okay. Did the company sell anything?
A. Mr. Hernandez was selling beverages, drinks,

cigarettes beer there. He is an employee of Sun Valley.

Q. Okay. And how much money was Sun Valley paid for that, for those drinks?

A. I don't know the answer to that.

Q. Was Sun Valley paid anything for those drinks?

A. The workers would have paid for the drinks.

Q. They paid Sun Valley?

A. They paid Mr. Hernandez, who's an employee of Sun Valley.

Q. Okay, then how much money did he give to Sun Valley?

A. I don't know the answer to that.

Q. Did he give any money to Sun Valley?

A. I don't know.

Q. Okay, but you're referring to Sun Valley's profit, so you must know that there was some money, right, or you wouldn't have said that?

A. The drinks were sold at a profit so, yeah, someone would have that profit. And according to the regulations, neither the employer nor a person affiliated with them can be obtaining a profit from the workers.

Q. Which regulations?

A. The H-2A regulations.

Q. Where does it use the word "profit"?

MR. HEYMAN-KANTOS: Objection, Your Honor. This is calling for a legal conclusion.

MR. SCHULTE: No, it's calling for, you know, she's already made the conclusion. I just wanted to know the basis.

MR. HEYMAN-KANTOS: And you're asking for a legal citation. She doesn't have the --

JUDGE TIMLIN: If you know. Answer if you know.

THE WITNESS: I don't have the specific citation.

BY MR. SCHULTE:

Q. Is it part of the meal plan reference somewhere else?

A. In the reference talking about unlawful deductions. I think it's 655.122(p)(2).

Q. Okay. And what's the concern with an employer, you know, earning a profit?

A. Well, the employer really shouldn't be profiting off of their workers.

Q. And, but what's the concern in the context of the H-2A program?

A. Well, the H-2A workers would be suffering a financial loss for that if their employer is profiting off of them. And the employer is having a privilege of bringing over those workers to perform whatever duties they have on their job order.

Q. Okay. Is there a concern to domestic workers who are not employed by the employer from that?

A. Certainly there could be. You know, there could be situations where not only is the employer profiting off the

H-2A workers, but if those domestic corresponding workers are purchasing the same drinks, whatever it is at a profit.

Q. No, no, no. I'm talking about the U.S. workforce in general, that they're not employees, you know, that outside U.S. people who are not workers. Is there any impact on them?

MR. HEYMAN-KANTOR: I'm going to objection to relevance.

MR. SCHULTE: The theory that's been --

JUDGE TIMLIN: Yeah, I'm having a little trouble with the relevance there.

MR. SCHULTE: Sure. In their briefing for summary judgment and presumably yet to come, one of the arguments was that if an employer earns a profit, it affectively lowers their wage burden to their workers and makes H-2A less expensive than, you know, competing U.S. workers. That policy is not implicated here because there was no benefit to Sun Valley and no reduction in their wages.

MR. HEYMAN-KANTOR: It seems like he's arguing -- I mean, this is a regulation that maybe that would be grounds for something, a comment to change the regulation, but that's not --

MR. SCHULTE: It has to do with their interpretation of it, the purpose behind their enforcement.

JUDGE TIMLIN: My issue is I think that you -- and you're getting into kind of legal debates with this witness and

that seem to be kind of running far afield of what the scope of the direct was, which was specifically about the factors that were considered in the CMP.

MR. SCHULTE: Okay.

JUDGE TIMLIN: So, I'm not sure -- I mean, I could, that as a legal argument, I'm looking forward to reading your briefs on these legal arguments. But this witness, on cross-examination, all she testified to were factors that they considered in terms of issuing violations and assessing CMPs.

MR. SCHULTE: Fair enough.

BY MR. SCHULTE:

Q. You said that you used a uniform assessment for all of the 147 workers without regard to meals, right?

A. Yeah, with regard to the meals.

Q. No, no, I'm sorry. Without regard to the number of meals that they ate?

A. No. We did not do that with regard to the number of meals that we ate.

Q. Why not?

A. We had evidence in the file which indicated that 139 of the workers did indeed eat meals. We don't know specifics on how each worker and how many meals that they ate, but the point of the violation is that all of the workers had meals or drinks, and/or drinks and meals. And the violation is in reference to the fact that according to the job order there was

no meal charge and they were going to be provided either meals or a free and open kitchen facilities.

Q. And your position is that meals included Monster and Gatorade and Red Bull?

A. Meals include a drink or beverage. I don't know whether it includes Monster or Gatorade.

Q. But that's part of the basis for this calculation was that those drinks were not provided for free, and so therefore Sun Valley now has to pay workers for amounts that they purchased from someone else?

MR. HEYMAN-KANTOR: I'm going to object. He's confusing the issues. The drinks were cited on a different regulation that was changed in the order of reference. And she, the witness has talked about how they were cited under (p)(2).

MR. SCHULTE: I thought that's what we're still talking about under (g) here. Right?

MR. HEYMAN-KANTOR: Yes, that --

MR. SCHULTE: In fact, just the one right here?

MR. HEYMAN-KANTOR: She's testified under the same civil money penalties for the meals and the drinks. But that doesn't mean that -- the order of reference, if you look just two pages earlier, it talks about how the drinks were assessed under (p)(2).

MR. SCHULTE: Page 158?

MR. HEYMAN-KANTOR: Page -- a couple more -- page 153, JX-10. There's a (p), right there -- 122 (p), "By making unreasonable deductions from worker's paycheck insofar as employer's sold the workers beverages and other goods at a profit and under violation of state law."

BY MR. SCHULTE:

Q. Okay. So your testimony in response to questions from Counsel from the Solicitor's Office about drinks being included in the meal plan or, you know, profit from the drinks, that's not really the basis for the civil money penalties then, is it? That's purely a disclosure issue?

A. Well, the civil money penalty that was assessed under 655.122(g) specifically deals with the fact that on the job order there was a disclosure made, which was incorrect that there would be meals provided or free and open kitchen facilities and there weren't. There was a meal charge. There was a meal plan.

Q. What did the job order say?

A. The job order said that there would be free and convenient open kitchen facilities.

Q. Okay. Sorry, you -- it was unclear from that. So is it that it was not disclosed in the job order or that the drinks were not provided? What's the basis for CMPs related to drinks?

A. There are two violations that reference drinks. The

meal violation, which typically there's a meal, there's a drink associated with a meal. The other violation for which we did not cite a civil money penalty which talks about the unlawful deductions is where there's a more specific reference to the profit from drinks being sold like the Monsters or the beer, whatever it might be. And also that there was no disclosure about the meal plan.

MR. SCHULTE: Okay, and just so I understand the objection, so were you saying that (p)(2) is the basis for the CMPs for drinks? I didn't understand what your issue was on --

MR. HEYMAN-KANTOR: The basis for the civil money penalty was amended in our order of reference. So just, the civil money penalties in the order of reference in our subsequent papers have made clear that --

MR. SCHULTE: But they're not.

MR. HEYMAN-KANTOR: Well, they have that it's the same amount of civil money penalties for the meal violations and for the drinks. The basis for the drinks can be found in (p)(2), but there were no increase in civil money penalties for the meals and the drinks. So the civil money penalties are -- just saying, and if you look at in our declaration, we've made that in -- sorry, in Ms. Rachor's declaration, she did, you know, make that clear. If you look at paragraph 9, which you should have there about.

BY MR. SCHULTE:

Q. Do the workers receive -- how much was deducted from each paycheck?

A. I don't know specifically. I didn't review the payroll records.

Q. Was any amount deducted from the H-2A worker's pay checks?

A. I don't know the answer to that either.

Q. Okay. But some part of $200,000 is based on there being a deduction from those paychecks?

A. The deduction doesn't have to necessarily be on the face of a record, of a payroll record. It can be money that's paid out of pocket by the workers.

Q. So they went to Walmart and purchased groceries. That can be a deduction?

A. I guess it could.

Q. How much would the deduction be? Would it vary by how much they bought at a store?

JUDGE TIMLIN: Okay. I'm just going to -- I'm a little bit confused about the kind of the amount of emphasis that you're putting on this when the deduction violation had no penalty assessed.

MR. SCHULTE: I think Counsel is saying that it had the same penalty assessed as the meals deduction of the $198,000.

JUDGE TIMLIN: Maybe I misunderstood her testimony, but I thought her testimony was that they didn't, they didn't do a separate assessment for the purchasing of drinks. That there was no -- and I'm looking in terms of the (p) violation, there's no civil money penalty assessed, and I'm --

MR. SCHULTE: I think the order of reference might have changed that. That's what I was trying to understand.

MR. HEYMAN-KANTOR: Yes. I guess, I think what maybe the confusion is, we're talking about two separate things. One is what led to the determination letter, and there was zero civil money penalties assessed under the deductions part of that. But after that, the Department of Labor has provided an alternative basis. It's the civil money penalties have not changed at all, and they're based -- and if you look at Ms. Rachor's declaration, she's talking about combining the civil money penalties, that's been so it is -- the civil money penalty assessment has not been changed. One basis is the meals, that workers were giving back money for meals. And alternative basis but no additional CMPs that workers were buying drinks at a profit. So either way, you have the same civil money penalty.

MR. SCHULTE: There may be a phrasing issue. It says, "no additional." Does that mean no CMPs for the drinks?

MR. HEYMAN-KANTOR: No, I mean that the amount of civil money penalties that were originally assessed, which is

A. I did not.

Q. Okay. If the job order for 2016 disclosed that there would be a charge for meals, would that change your calculations?

A. I don't know if there is a job order for 2016.

Q. If there were, would that have made a difference to you? What could they have done to have discontinued it?

A. I would say as soon as they were made aware that was a violation, then the meal plan charges should have ceased.

Q. What if the meal plan charges were disclosed after they were made aware? Would that have solved the problem?

A. Well, they have to be disclosed as part of the job order.

Q. Right. If they were disclosed as part of the next job order -- this may be faster just to show you.

A. Well, our investigation period was for the 2015 season, not 2016.

Q. Right, but your conclusion, one of the factors that you chose not to apply was that they did not discontinue something. So that implies that some action would be taken after they would be made aware of it. So you would need to know what they did later. I mean what was, what's done is done for, by the time before that, but would it make a difference what happened after? You're saying that one of the factors is what happened afterwards?

A. Well, again, our investigation period was 2015, not 2016. During that 2015 investigation period, we would have no idea what the 2016 job order would look like.

Q. I'm not sure how would somebody have -- but you made a specific point to say that they had made no effort to discontinue. I'm just trying to understand what that means.

A. I would say that it means that the violation continued.

Q. As in so after the date -- but that's always going to be measured from the date of the final conference, right?

A. Not necessarily.

Q. Well, if something was happening, and they were never told that that was an issue, of course, it would not discontinue, right? It -- when you --

A. I think it goes back to the job order itself. The employer signs the job order stating that they're attesting to what the conditions are in that job order. If the employer knows or has knowledge that there's going to be a meal plan and yet they're reporting on the job order that there's going to be free open kitchen facilities, how would we know in the future that in 2016, there's going to be a disclosure on the job order?

Q. The job order was provided before your determination letter were made. Would that have been a factor you'd want to know?

A. Yeah, well, I don't know that happened.
Q. Did you check?
A. I did not.
Q. Okay. So I'm not sure I understand what you would mean by, you know, that no effort was made to discontinue, if you didn't look into what was done afterwards. How can you say that you don't know what was done after the order?
A. The information that I had indicated that there was improper deductions for a meal plan that weren't disclosed on the job order. And I had no information indicating that the violation had stopped.
Q. And the time of the final conference, there were no workers there, though, because it was over the winter. What would it mean for it to have stopped after -- how could they have stopped? To say there was a commitment to compliance, they say, you're absolutely right, you know, what can we do from this day forward? What could they do?
A. They could --
MR. HEYMAN-KANTOS: Objection. He's testifying. He's saying when the final conference occurred. That's -- I don't even know if that's in evidence.
MR. SCHULTE: I think Mr. Perez testified to that.
JUDGE TIMLIN: There was testimony from Mr. Perez, but the testimony from this particular witness was that she didn't -- I don't think she said -- I think she said she didn't

know when the final conference was. But the question about how could they have shown good faith, if that was your question?

MR. SCHULTE: Based or --

JUDGE TIMLIN: What could they have done to show --

MR. SCHULTE: Exactly, Yes.

JUDGE TIMLIN: -- show good faith? Not only is a valid question, it's a question I have, so I'm going to allow it.

BY MR. SCHULTE:

Q. So how, from -- that would be the moment where they would be alerted of an issue by the investigator. And they would say, in good faith we're going to, from this day forward, we're going to change our practices. How could they do that?

A. How could they do that? They could stop the charge for the meal plan, and either open the kitchen facilities or provide meals.

Q. Is there any other way?

A. Not that I know of.

Q. Okay, so --

A. They could file an amended job order.

Q. Well, what if the final conference is after the end of the job order?

A. Then they can't file an amended job order.

Q. Okay. And the workers have gone so, but they could say, in future years, we will either open it or disclose?

A. Yeah.
Q. Okay. If you can open -- what volume is that?
THE WITNESS: Volume, Binder 3.
BY MR. SCHULTE:
Q. If you go to, it's Exhibit 15-2. It's the last one. If you flip to the second page of that, so it'll be page 505, overall. Can you just read to yourself the first few sentence of that.
A. Okay.
Q. Okay. Can you go back one page to 504?
A. Okay.
Q. Can you see what season this covers?
A. 2016.
Q. Can you see the clearance order issue date?
A. 2/22/16.
Q. Okay. Would something like this constitute future compliance or an effort to discontinue what you thought was the problem?
A. Yes.
Q. Okay. And so this was sent to the Government in February of 2016. When is your determination in this case?
A. June, I believe.
Q. Okay. Did you ever --
A. The letter.
Q. Did -- you never looked at this document though,

before today?

A. I, no, I have not seen this document.

Q. Okay. Would this have been relevant if you had seen it?

A. It could be, yes.

Q. What other documents would have been relevant on that issue, of a good faith change?

A. This is probably the best one.

Q. Okay. So having seen this, if you were issuing the same calculations today, would you change that number?

A. I could.

Q. What other kinds of --

A. It could be a 10 percent mitigating factor.

Q. You referred to the financial gain or loss of -- oh, you can close that. I'm sorry. Get that out of your way.

The financial gain or loss is Factor 7 for the meals. Loss compared to what?

A. The loss for the workers and the money they had to put out for the meal plan.

Q. But a loss compared to what? Compared to having completely free meals?

A. I don't know that I would use that comparison.

Q. How much was their loss?

A. It would be whatever they paid for the meal plan.

Q. So the alternative was they would pay zero and have

free meals?

A. The other alternative is that they have free and open kitchen facilities and they can buy their own food.

Q. Okay, and how much would -- did you factor in how much that food would be as far as calculating the loss?

A. No.

Q. Do you know if that food cost would have been more or less than $75 a week?

A. I don't know.

Q. So how do you know that that was a loss?

A. Because again, on the job order it specified that they would -- there was no charge for a meal plan.

Q. But their expectation in that case would have been -- the job order didn't say, did it, that there would be meals provided for free?

A. No, it didn't say that.

Q. Okay. Would a worker have expected to have been able to eat for free for the year?

A. I wouldn't think so.

Q. Okay. They would have expected that they would have to go out and buy groceries; there'd be some cost to them?

A. True.

Q. Okay. So you're measuring the loss based on their expectation versus reality, right?

A. It's on their expectation of what was indicated in

the job order.

Q. Correct. Based on the job order, what they thought they were going to get versus what they got, right?

A. Yes.

Q. But you don't know what that was?

A. Specifically, no.

Q. Do you know if it even was a loss?

A. I don't know.

Q. Okay. But that was one of the factors was that the worker lost, and so there would be no 10 percent reduction there?

A. Because they did have to pay out of pocket $75 to $80 a week for the meal charge.

Q. As opposed, compared to what would they have paid?

A. I don't know what they would have paid otherwise.

Q. Would that matter in figuring out whether they lost money or not?

A. Well, again, looking at the circumstances surrounding this specific case and the specifics of the job order, there was an immediate loss to those workers because they had to pay out charges for the meal plan.

Q. But you don't know that. You just said you don't know how much they would have paid.

A. If they had bought meals on their own?

Q. Right.

A. I don't know the answer to that.
Q. Hypothetically, consider hypothetically if it cost them $100 to cook meals on their own, but $75 to eat these meals, would they have lost money?
A. No. In that situation, no.
Q. Okay. And when you refer to gain, whose gain?
A. It would be the employer.
Q. How much did Sun Valley gain?
A. I don't know specifically.
Q. Per worker per week?
A. Well, the employee who was running the kitchen, again, was charging the $75 to $80 a week. I don't know specifically what his profit was, but certainly he made money on operating the kitchen.
Q. Okay. But the penalties are against Agustin?
A. The penalties are against Sun Valley.
Q. Okay. So how much did Sun Valley gain?
A. I don't know specifically.
Q. Okay. Did Sun Valley gain anything?
A. I don't know.
Q. Okay. But the factor here -- so you don't know if there's a gain. You don't know if there's a loss, but you know that there was a gain and there was a loss?
A. I know that the kitchen was operated by a long-standing employee of Sun Valley, who was basically told to

operate the kitchen.

Q. Who told him that?

A. The Marino's.

Q. Was he basically told that?

A. He was told that.

Q. When?

A. That he could operate the kitchen.

Q. He was -- who told you that?

A. That would be information in the case file and the investigator.

Q. Okay. So there are only two people that would have been in that conversation. Did the Marino's tell the investigator that?

A. And through interviews with employees.

Q. The employees knew what Agustin was told?

A. And Mr. Hernandez, I believe also indicated that he was in charge of funding the kitchen.

Q. What did he say that he gave to Sun Valley out of the money he was paid?

A. That, I don't know.

Q. Do you know that he -- do you know from some other means how much he paid Sun Valley for that?

A. I don't know the specifics.

Q. Do you know if there was anything?

A. I don't know.

Q. Okay. Then what was -- I'm not following what the gain was. You testified that you don't know what the loss was, and you don't know what the gain was, right?

A. I don't know specifics, no.

Q. But you know that there was a gain and that there was a loss?

A. There was money paid by the employees to the employer for their meal plans.

Q. When was it paid to the employer?

A. It was paid when they bought the meals.

Q. But who did they pay?

A. I don't know specifically.

Q. Okay. Isn't that relevant to knowing whether there's a gain or loss?

A. I am looking at whether the conditions in the job order were adhered to, and if they weren't. And then applying factors to those particular --

Q. Right. But to apply that factor, you need to know that there was a financial gain and a financial loss, right?

A. And the financial gain very simply is that they paid $75 to $80 a week for a meal plan.

Q. Right, but so --

A. And the employers incurred that loss.

Q. -- if they paid Agustin, did you gain from that?

A. Did I gain?

Q. Right.
A. No.
Q. Did I?
A. No.
Q. How did Sun Valley gain from him being paid?
A. He is an employee of Sun Valley.
Q. So if he goes, stops at the store on the way home tonight, gets a lottery ticket and gets money, how does Sun Valley gain from that?
A. I don't know.
Q. Do they?
A. I don't, I don't know. I can't testify to what his actions are outside of work or buying a lottery ticket.
Q. No, no, no. I'm not saying that he did. If he, you know, recoups some money, he earned some money on the outside, how does his employer gain from that? If you get money based on something, you have a great aunt that dies and gives you money, how does -- does the Department of Labor get money for that?
A. No.
Q. Okay. So if Agustin is paid something, how does Sun Valley gain from that?
A. I can't testify to the nature of their individual arrangements or --
Q. What would you want to know to determine whether they

gained from that?

A. I don't think I have to know specifics. Mr. Hernandez was -- is not --

Q. Yeah, I'm not asking for kind of the terms of a contract or anything like that. I just want to know kind of, if you want to find gain, how would you find that they gained? What would you want to know from that?

A. I am looking specifically at the cost involved with the meal plan.

Q. That's not the same thing. Because the cost is paid -- if they went to a McDonald's there would be a cost involved with that. But again, Sun Valley wouldn't be paid for that, right?

A. No.

Q. Okay. What -- all right. When you referred to the base amount, do you still have the calculation, the sheet in front of you that had the list of factors?

A. Yes.

Q. And is that what sets the civil money penalty levels for H-2A, as well? Not just the factors to be applied, but kind of what the starting number would be? What the base amount would be?

A. Does this particular document set that?

Q. Does the regulation that this is a copy of?

A. The H-2A regulations would describe that.

Q. Is it included in Section 501.19?
A. I don't know the specific section that mentions that $1,500.
Q. Okay. If you flip to page 2, is that what's in page C, or item C?
A. Yes. It is. It is in Part C.
Q. Okay. And does that refer to the base amount?
A. Yes, that's what I'm calling the base amount.
Q. That's actually the maximum amount? Is that right?
A. There actually is consideration that can be given to a willful civil money penalty, which could potential raise that.
Q. Okay. And where is that referenced?
A. I don't know the specific reference, but there is -- there is a willful penalty charge.
Q. Okay. I see.
A. And there are other --
Q. It's in C-1. I'm sorry. You're absolutely right.
For the three-fourth guarantee workers, your testimony was that your basis for calculating that was that the workers were basically constructively terminated? Was that your -- does that sound familiar?
A. Yes.
Q. Okay. What does that mean?
A. That means that there were workers who believed they

were terminated. And then there was also a group of workers that wanted to complain about poor housing conditions, poor working conditions, poor treatment, and after a meeting with Mr. Hernandez, they were asked to sign forms saying that they were leaving for their own personal reasons when, in fact, they weren't leaving for their own personal reasons.

Q. Is there a difference between someone believing they were terminated and being terminated?

A. There can be.

Q. If a worker mistakenly believes they were terminated, are they entitled to a three-quarter guarantee?

A. Well, whether they're mistakenly believing that they're terminated or whether they were actually terminated is really not a difference for us.

Q. Really?

A. There could be a characterization issue. But these workers believed that they were being terminated.

Q. Okay. So it doesn't matter to the Wage Hour Division whether they were actually terminated or not?

A. Well, we considered the workers to be terminated.

Q. They were terminated, or they believed they were terminated?

A. They were terminated.

Q. Without identifying any workers, those 19 workers said that they were terminated? They would all say that?

A. Well, there were two groups of workers.

Q. Right, there's no -- there's a separate issue as to the workers that were let go later. I'm talking about the 19 in May.

MR. HEYMAN-KANTOR: Your Honor, I would inform a further objection. He's asking whether all 19 of these workers said -- cooperated with the Department and reported being terminated. That is identifying he wanted them to know which of them --

JUDGE TIMLIN: Right. He can't -- you can't go there, I'm sorry, Mr. Schulte.

BY MR. SCHULTE:

Q. Would it make any difference to you if some of the workers did not say that they were terminated?

A. I would want to know what the totality of their understanding of the situation was and what actually happened.

Q. So if a worker were not, in fact, terminated, but mistakenly believed that and left the worksite, your position is they would still be owed a three-quarter guarantee for that?

A. If they believed that they were terminated?

Q. They said they had a subjective belief of that, but the objective facts were that they were not. They were never told that they were terminated, but they believed that they were.

MR. HEYMAN-KANTOR: Your Honor, I'm going to object.

It's calling for a legal conclusion. I think, I mean, there's constructive discharge, which Counsel knows is a different theory than termination. So I --

MR. SCHULTE: She's the one that introduced the idea of a belief in termination. Constructive discharge, we've talked about already.

MR. HEYMAN-KANTOR: Right. I think introduction of legal terms of subjective or objective factors is confusing the issues.

MR. SCHULTE: I'm not sure those are legal, but we'll move on. She may not know.

JUDGE TIMLIN: Okay.

BY MR. SCHULTE:

Q. You said that no good reason was given with respect to the three-quarter guarantee. What reason was given?

A. I was basing that factor on the fact that we have the forms that were signed by the workers that were indicating that they left for their personal reasons.

Q. Who gave the reason, or when you say that no good reason was given, who would give the reason? What does it mean to give the reason?

A. Well, it would mean the employer would need to give to some type of good reason as to why there was no three-quarter guarantee paid.

Q. Okay. So the question is what reason did the

employer give you?

A. I wasn't at the final conference. I don't know that specifically.

Q. Did you read it somewhere else? You didn't have to be at the conference. But you had some reason to conclude that there was no good reason given

A. After reviewing the case narrative and the evidence in the case file, I decided not to apply that factor.

Q. Okay. And so based on your review of that, what reason was given?

A. That -- I don't know.

Q. But you know that none was?

A. There wasn't a good enough reason to substantiate a reduction.

Q. Okay. Is there anything that would reflect your recollection about what -- how good the reason was that was given?

A. Well, we were provided with forms showing that the workers signed off indicating they left for their own personal reasons. And when we had obtained interview statements and other evidence showing that they really were forced to sign those forms, and they didn't leave for their own personal reasons.

Q. Setting aside the idea that they forced to do anything, we'll get to that in a second, you know, did the

employer give you those forms as the reason for the workers being let go?

A. I don't know if that was what was provided at the final conference.

Q. All right. So, I don't mean to keep going around the same issue over and over again. The question is what reason the employer gave you. I asked you what you looked at that would tell you whether it was a good enough reason given by the employer, and then you're describing something that the employer didn't give you as the reason. What did you rely on in deciding that the employer hadn't given you a good reason?

A. Well, the employer would need to substantiate that the employees really did indeed leave of their own volition and that they were leaving for their own personal reasons.

Q. And how would they have proved that to you?

A. I don't know, it could be any number of ways. We could have had statements from workers saying that they did indeed leave for their personal reasons.

Q. Okay. But none -- but they didn't offer the statements that you talked about. The employer didn't give those to you as the reason?

A. I don't know. I didn't see any such statements.

Q. No, no, no. The -- I'm sorry -- the signed worker documents. The employer didn't provide those as its reason?

A. The forms?

Q. Correct.
A. I don't know who provided them.
Q. Do you know if that was --
A. We had -- we saw copies of the forms.
Q. Do you know if that was -- but you don't know if the employer gave that as the reason?
A. I don't know.
Q. Okay. And it's less important for this than for the idea that they sought a waiver. You know, you said that the workers were forced to sign that. What do you mean by that?
A. The evidence in the case file indicated that they were informed that if they didn't sign those forms, they wouldn't be able to get back into Mexico, because their visas were good until October of 2015, so if they tried to return earlier, they wouldn't be let back in.
Q. Okay. We've had testimony from, I believe ten different H-2A workers. I don't recall any of them saying that.
MR. HEYMAN-KANTOR: Your Honor, he's testifying. The witness has not seen those. He's introducing facts that she does not have knowledge of.
JUDGE TIMLIN: Right. She wasn't here for any of -- she wasn't here for any of the testimonies, so I think you have to basically take at face value what she said her review of the case file was. I can certainly --

MR. SCHULTE: Okay.

JUDGE TIMLIN: -- you know, I certainly evaluate based on the testimony whether her -- what her stated reasons and her review of the case file matches what evidence is --

MR. SCHULTE: Okay. And fair enough.

JUDGE TIMLIN: -- coming to the file.

MR. SCHULTE: I'm a bit hamstrung, because I can't ask her how she did know, so I have to, you know, go over to the mattress on the floor issue.

BY MR. SCHULTE:

Q. What's the specific violation that's triggered by that? Is it that there's a mattress on the floor?

A. The mattress on the floor, meaning that there's not enough individual sleeping cots, or beds, or something for each individual worker.

Q. Would a bunk bed -- you mean the frame, kind of something other than the mattress, right?

A. An actual cot or bed, yes.

Q. Something to put --

A. Off the floor.

Q. -- the mattress onto? Okay.

A. And it can sometimes mean an indication of overcrowding.

Q. Okay, so --and again, you weren't, you weren't here for this, so we'll do this as a hypothetical. If there were

testimony in a case that there were considerably more beds than workers were staying there, but there were still mattresses on the floor, would you assess a civil money penalty for the mattresses?

A. Yes. The employer is in control of and owns the housing. They're responsible for complying with the housing regulations.

Q. I'm not sure I made myself clear. So there were available beds, but the workers -- there were still mattresses put on the floor, would that still be a CMP?

A. Yes, it would.

Q. What -- under what violation?

A. Under the same one that we cited it under.

Q. Okay, but the requirement is to provide the bed, right? Was that your testimony?

A. Yes.

Q. Okay. If a bed were provided, but there were an additional mattress on the floor -- say there was room for six workers, there were four staying there, two of them took their mattresses onto the floor because it's cooler, something like that. Is the requirement to provide the four bunks? Or what's -- what's the requirement that's triggered there?

A. The requirement would be to provide the bed, cot, whatever.

Q. Okay. So if more beds were provided than there were

workers, and yet some of the workers still put mattresses on the floor, would there be a CMP for that?

A. No, there might not be.

Q. Okay. For the CMPs for the sinks without hot water, how many -- if some sinks had hot water and some didn't, would that meet the test? Or --

A. Well, we did allow some mitigating factors for that particular violation. But certainly if there's some sinks that have hot water and some that don't, we don't know who's using which sink, so --

Q. How many sinks have to be provided?

A. I don't know that off the top of my head.

Q. But is there a standard sinks per worker?

A. I would think there would be, but I don't know that specific.

Q. Okay. And you said that one of the factors there was good faith compliance? Or, you know, sorry, sort of that the conditions there weren't fixed immediately, right?

A. I think we allowed the mitigating factor for -- I'm going to have to reference my --

Q. And just to clarify -- I'm sorry -- because we were talking about mattresses and hot water a second ago. This is for the screens and screen doors, and trash can lids. You said that there was not a good faith compliance to, because they were not fixed immediately.

A. So we allowed the mitigating factor for future compliance, but not a mitigating factor for Factor 4, which is the good faith efforts to comply, because we didn't have any indication that there were serious efforts to prevent or mitigate the screens and the screen doors.

Q. Okay. So those are two different things. So "prevent" is sort of before the violation, "mitigate" is sort of fixing it once it's been pointed out, right? So was it one or the other? Was it both?

A. I had no indication that there was an effort to fix the problem.

Q. Okay. Who would've known if that effort were made to fix the problem?

A. Well, the employer should know if they're --

Q. And they did. I'll put it another way. If Investigator Perez had gone back to the housing and had looked at this, would he be able to tell if the fixes had been made or not?

A. He should have been able to.

Q. Okay.

A. If they were fixed.

Q. And if he went back to the housing and didn't look at it, would you have any way to know if they were -- they had made an effort to comply or not, or mitigate?

A. No, I wouldn't.

Q. Okay. So would it have, would it have helped you make that decision if he had looked at that?
A. If they were indeed fixed and if he looked at it.
Q. Okay. So this is a little bit of the sort of absence of proof is in the proof of absence. So the fact that he didn't look at it, that was your basis for concluding that they had not done it?
A. I don't, I don't know if he did or didn't.
Q. Okay, but he never told you that he had?
A. No.
Q. Okay. If he had, you would know that they -- you would be able to say that they had or had not complied, right?
A. True.
Q. Okay. But, so instead, you just concluded that they had not.
A. True.
Q. Good. And do you know how many times he had gone back to the farm though?
A. I don't.
Q. If he went back twice, does that seem possible?
A. I don't, I don't know how many times he went back.
Q. Okay. But that's the sort of thing that you would want to know to decide whether they were making an effort to comply or not?
A. Yes.

Q. You talked about the 2013 investigation of Sun Valley. Do you remember what the issues were that were raised in that? You testified to meal charges?

A. Yes.

Q. Were there any other issues?

A. Inflated charges for drinks.

Q. Anything else?

A. Not that I remember right now.

Q. Okay. Again, I just have the one copy, so. Do you remember how many, roughly how many workers were involved at that time?

A. I don't.

Q. Okay. If I can approach, Your Honor.

BY MR. SCHULTE:

Q. And this is going to be, this is RX-23, on page 325. Do you recognize that document?

A. I know what it is, yes.

Q. Okay. And what does that relate to?

A. This is the case summary report from the 2013 investigation.

Q. Okay. And if you look at the narrative part of the paragraph at the bottom, does it refer to any other findings that the Division made?

A. Housing violations.

Q. Okay. So housing, drink charges, screens?

A. Yes. Screen doors.
Q. Trash can lids?
A. It doesn't specifically mention trash can lids.
Q. So many of the same violations that you talked about here?
A. Yes.
Q. And what were the back wages assessed in that case?
A. $6,237.70.
Q. And what were the CMPs?
A. $1,000.
Q. Okay. And do you know what the back wages are in this case?
A. The total back wages?
Q. Yes.
A. Is in excess of $376,000 total.
Q. Okay. And the CMPs?
A. Is $212,250.

MR. SCHULTE: Okay. Your Honor, we've done the exhibits before, but I move to introduce PX-23.

JUDGE TIMLIN: Any objection?

MR. HEYMAN-KANTOR: We have no objection.

JUDGE TIMLIN: Okay. It's admitted.

(Whereupon, the documents referred to and previously marked for identification as

Plaintiff's Exhibit 23 was received into evidence.)

JUDGE TIMLIN: Go ahead.

MR. SCHULTE: No more questions, Your Honor.

JUDGE TIMLIN: Okay, redirect.

REDIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. Yes. So we talked before about a job order that was submitted in 2016 by Sun Valley. When a new job order is submitted, does that get submitted to your office or a different part of the Department of Labor?

A. No, it gets submitted to the ETA, the Employment Training Administration.

Q. Would you become automatically aware if an employer files a new job order?

A. No.

Q. Whose burden is it? Does the employer need to tell the Department about efforts at compliance, or is that or is that not -- is that something that's taken into account, for the employer, if the employer talks about efforts to compliance?

A. Normally in at least as early as the final conference, we would, we would certainly ask what their efforts for future compliance would be, and the employer should detail those to us.

Q. If an employer sent you a job order showing that prior issues were corrected, would that influence your consideration of these factors?

A. It could.

Q. And we talked about who's the Factor 7 involving gain or loss with respect to the meals. Now can this gain or loss, can the gain part of it, could that -- would there be a gain if the gain only went to the affiliated person rather than the employer itself?

A. Yes.

Q. If the affiliated person's spouse was able to make $700 a week for the sale of meals, would that be considered a gain?

A. Yes.

MR. SCHULTE: I'm sorry, affiliated with who? Is it that the spouse is affiliated?

MR. HEYMAN-KANTOR: I can rephrase if --

JUDGE TIMLIN: Yeah, if you can rephrase it and make it more specified.

BY MR. HEYMAN-KANTOR:

Q. If the spouse of an affiliated person gained a full time job, or a $700 a week job from the sale of meals, would that be considered a gain to the affiliated person?

A. Yes.

Q. Do you remember if the spouse of Agustin Hernandez

submitted this, gave a statement in this case?

A. I believe she did.

Q. And do you know if there was anything about work in the kitchen that she said to the Wage and Hour Division?

A. I believe so, although I don't know specifics.

Q. Would employers not having to expand kitchen facilities, could that be considered a gain?

MR. SCHULTE: Objection. That's not the theory advanced so far. And how does she know how much an expanded kitchen costs?

JUDGE TIMLIN: I will allow it.

THE WITNESS: It could be.

BY MR. HEYMAN-KANTOR:

Q. About the efforts to compliance, in terms of analyzing that factor, does the Wage and Hour Division have to keep going back to a farm on a regular basis after the inclusion of an investigation to determine what efforts they made?

A. No.

MR. HEYMAN-KANTOR: All right. No further questions.

JUDGE TIMLIN: Any --

MR. SCHULTE: Just a couple. And I promise to make this quick, Your Honor.

REDIRECT EXAMINATION

BY MR. SCHULTE:

Q. I know that you're not automatically made aware of it, but would you have access to a job order?

A. I could.

Q. Are those publically available on iCERT?

A. They are publically available.

Q. So if one was posted to that before you made your decision, that's something that you could have looked at.

A. The employer really should have made us aware if it was there. How would -- I wouldn't know to look on there.

Q. Okay, but so it would be made aware based on your determination that wouldn't happen until later. How would they know to send it to you? Or why would -- do employers generally send you something after the final conference?

A. It has happened.

Q. How often?

A. I don't know. And I would think that they probably could have discussed that at the final conference, if they knew that they were going to apply for that next season.

Q. Well, the application that you looked at looked like it was filed in February, is that right? And you don't know when the final conference was?

A. I don't know specifically when it was.

Q. If final conference were before that, and they hadn't written the job order yet, what would they have told you?

A. They could have told us that that was their intention

for the next year.

Q. But what if they hadn't made that decision at that point? Your testimony before was that you measured from the time of your determination that no effort had been made. No, I'm sorry. That's not true. Strike that. Your testimony before was that from the final conference, you were affirmatively stating that no effort had been made?

A. I don't know what happened after the final conference, and I wouldn't go looking on iCERT for a job order that I didn't know specifically existed.

Q. Generally speaking, an H-2A employer, are they usually in the program for one year and then never again? Or if they're in the program, do they usually stay in the program?

A. I can't testify to that. I don't know.

Q. Okay. Out of the H-2A employer --

A. Some continually use it, some may not. I don't know who, you know.

Q. Out of the ones that you have audited, and you've said that there are several, were they in the program for multiple years?

A. Some were.

Q. Most?

A. I can't say.

Q. No idea?

A. It's been a while since I've been in the field.

Q. Yeah, fair enough. In the scenario that Counsel mentioned, that if an affiliate -- if somebody pays their wife for a job, your testimony was that he gained by that?

A. They're a husband and wife, so I would -- they're both employees, I would think they'd --

Q. Right, no, no. But they're not both employees. The situation was that the husband is paying the wife.

MR. HEYMAN-KANTOR: Objection. He's testifying again. It's not --

MR. SCHULTE: No, I'm --

MR. HEYMAN-KANTOR: You're putting facts that she hasn't --

MR. SCHULTE: No. Was that not your scenario, if a husband pays his wife?

JUDGE TIMLIN: You did kind of open the door to this.

MR. SCHULTE: If I misunderstood the hypothetical, I'm open to be corrected.

MR. HEYMAN-KANTOR: All right, I'll withdraw the objection.

JUDGE TIMLIN: Go ahead.

BY MR. SCHULTE:

Q. Husband pays money, takes his money, pays the wife money to work for him. Your testimony was that the husband gains?

A. Could be a gain.

Q. In what sense?
A. If they're a husband and wife, my -- the money I make certainly is a gain to my husband.
Q. But if he paid you, the couple would net the same amount of money, right? If he takes $500.00 out of your bank account and then gives it to you, as a couple you still have the same net amount of money, right? You've not gained as a couple?
A. True.
Q. Okay. You testified that they're not required to go back and do investigations about subsequent events or compliance, right?
A. We wouldn't be required to go back.
Q. Okay, but if they did go back, is that something that would be useful to you to know in concluding that they had not made efforts?
A. Yes.
MR. SCHULTE: Okay. Nothing else, Your Honor.
MR. HEYMAN-KANTOR: Nothing further.
JUDGE TIMLIN: Okay. My turn.
When you were looking at the three-quarter guarantee and came up with your CMP for the three-quarter guarantee, we talked about the fact that it seems like there were two different situations. There was a situation in May where a group of 19 or 20 employees left, and then there was another

situation in August where another group of employees left. And I think the way that the back wages that they calculated, four of them hadn't met their three-quarter guarantee. And so there's back wages for those four. In terms of figuring out the CMP, do you consider those two situations differently or did you consider them to be the same?

THE WITNESS: I considered them the same.

JUDGE TIMLIN: Why?

THE WITNESS: I just looked it at it in a uniform manner, and since they didn't meet the three-quarter guarantee, it didn't really factor into my decision as to, I guess who left when, and who was due a certain amount of back wages, who was due another amount of back wages.

JUDGE TIMLIN: Okay. And with that, it is saying in terms of your assessment as to the seriousness of the violation that in terms of some of the guys that didn't get the three-quarter guarantee were gone after, like a week or two early in May. Some of them worked for a good chunk of the season and didn't get it and left in August. Does that effect your evaluation in terms of how serious the violation for not meeting the three-quarter guarantee is?

THE WITNESS: Well, I looked at it in terms of that violation itself is serious, if someone is not getting the three-quarter guarantee.

JUDGE TIMLIN: Okay.

THE WITNESS: So I wouldn't, yeah, I didn't look at it specifically by employee.

JUDGE TIMLIN: Okay. When you were going through the CMP calculations for the housing conditions, I know you walked through the mattresses issue, but I didn't -- I don't think we walked through the sinks. Were you considering in terms of the two sinks that didn't have hot water, did you use the -- or did you give the same reductions that you gave for the mattresses? I think for the mattresses, you gave a reduction for history, for only two workers being affected, for no serious harm being done, for commitment to future compliance, for not affecting profit/loss, and then as a kind of overall violation. Was that -- did you use the same factors for the sinks or different?

THE WITNESS: I used the same factors, but there was a difference in one of the mitigating factors for the sinks.

JUDGE TIMLIN: Which one?

THE WITNESS: And I am actually going to just review my -- for the sinks, I did not do the reduction for Factor 2, which was the number of workers affected. Because the fact that there were sinks that didn't have hot water could potentially affect all of the workers that were in the camp.

JUDGE TIMLIN: And I think, I was looking at it and I actually took the mattresses -- I'm not sure if when I was listening to you, I wasn't sure that the math actually worked.

Are you -- is that another one where you talked about giving a 10 percent overall discount, are you sure that on that one you gave a 10 percent overall discount? And I don't remember which exhibit has the CMPs in it.

Mr. Heyman-Kantor, which one has the actual CMPs in it? Which exhibit was that?

MR. SCHULTE: I think it's in the Joint Exhibit.

JUDGE TIMLIN: It's a Joint Exhibit.

MR. SCHULTE: Under the last --

MR. HEYMAN-KANTOR: Yes.

MR. SCHULTE: JX-10.

MR. HEYMAN-KANTOR: Yes.

JUDGE TIMLIN: JX-10?

MR. HEYMAN-KANTOR: Yes.

JUDGE TIMLIN: Okay. That's what I didn't remember. So what I'm looking at, the housing conditions -- which, let's see --

THE WITNESS: And no, it's a 70 percent reduction. So I applied seven --

JUDGE TIMLIN: Let me see. Housing, okay. So housing, you ended up with $3,600 and I was trying to figure out how you got there.

THE WITNESS: Yeah, and I can actually --

JUDGE TIMLIN: And because some of it was for the screens and stuff.

THE WITNESS: Yes.
JUDGE TIMLIN: Screens and garbage cans. And I think there was like, for the screens --
THE WITNESS: For the screens --
JUDGE TIMLIN: -- doors, and garbage cans, it was like $900 each.
THE WITNESS: A piece.
JUDGE TIMLIN: A piece.
THE WITNESS: And there's three of those.
JUDGE TIMLIN: And there's three of those.
THE WITNESS: So that's 27.
JUDGE TIMLIN: And then for the --
THE WITNESS: $450 for the mattresses.
JUDGE TIMLIN: Okay.
THE WITNESS: I think this should add up correctly, if I'm doing this right.
JUDGE TIMLIN: And, right. And $450?
THE WITNESS: Yes.
JUDGE TIMLIN: Okay. So that then --
THE WITNESS: Yeah, that gets you to $3,600.
JUDGE TIMLIN: Right. And I guess that's where I was trying to figure out the mattresses and sinks. And even though you said you rated the sinks one differently, you ended up, it was still $450 --
THE WITNESS: Yeah.

JUDGE TIMLIN: -- per the sink violation.

THE WITNESS: There were a couple, there were a couple differences in the mitigating factors. One, the one was for the sinks, we applied Factor 2 because we were --

JUDGE TIMLIN: Okay.

THE WITNESS: Wait, I'm sorry.

JUDGE TIMLIN: Yeah.

THE WITNESS: I misspoke that time. We did not allow Factor 2 for a reduction.

JUDGE TIMLIN: Right.

THE WITNESS: Because for the sinks, because that potentially effects all of the workers. Whereas for the mattresses, I did a reduction for Factor 2, because there were only two people sleeping on mattresses on the floor.

JUDGE TIMLIN: Right. So when I went through the mattresses, I thought you mentioned six different 10 percent reductions. History, two workers affected, no serious harm, commitment to future compliance, profit/loss, no profit/loss, and then this overall one. And that gave me on the $1,500, a 60 percent reduction, which is a reduction of $900, which gets you to a $600 violation? But you actually talked before about it being a two $450 violation, also.

THE WITNESS: Yeah.

JUDGE TIMLIN: I was just trying to get a sense of how you got down to $450. What did I miss?

THE WITNESS: So for the mattresses, we gave 10 percent for Factor 1, 10 percent reduction for Factor 2, 10 percent for Factor 3, there's 10 percent for Factor 4.

JUDGE TIMLIN: Which one is that? Is that good faith?

THE WITNESS: Yeah.

JUDGE TIMLIN: Okay, that's the one I missed. So then, so actually --

THE WITNESS: So there was an additional --

JUDGE TIMLIN: -- there was a 70 percent --

THE WITNESS: Yes.

JUDGE TIMLIN: -- reduction, and that's how you got down to the $450.

THE WITNESS: Yes.

JUDGE TIMLIN: Now, but for the sink, which you still had $450, you didn't give a reduction for the number of workers, so did you give another reduction someplace else that I missed that -- because wouldn't that --

THE WITNESS: The sinks would be one. To be honest, I would have to look at my notes.

JUDGE TIMLIN: Okay.

THE WITNESS: I don't know which -- yeah.

JUDGE TIMLIN: Okay.

THE WITNESS: I know that the difference between the Factor 2 and the factor for each of those violations, but I

would have to --

JUDGE TIMLIN: Okay, that's all right. We can go on. And then we -- and I think Mr. Schulte spent a lot of time on this, but I just want to make sure. The meal plan violation, because the CMP for that, what did not -- you didn't increase the CMP because of the sale of drinks on the side?

THE WITNESS: No.

JUDGE TIMLIN: Okay. In terms of figuring out that 140, and you said a factor on the meal plans of it being 147 affected workers, and I think there's been some testimony, I think you would agree that not all of the workers purchased from the meal plan. Was the problem that they were charged for meals or was the problem that their job order didn't disclose that they were going to be charged for meals?

THE WITNESS: Well, primarily it's that the job order did not disclose that they were going to be charged for meals. And then certainly carrying through to the fact there actually was a meal plan charge.

JUDGE TIMLIN: Okay. And that failure to disclose it, would it be your view -- I'm just trying -- would you agree that that would affect all 147, regardless of whether they ultimately used the meal plan or not?

THE WITNESS: Yes.

JUDGE TIMLIN: That failure to disclose? Okay. When you're calculating out the CMP, does the amount of the back

wages that have been assessed influence your calculation of the CMP in any way?

THE WITNESS: It can in regard to some of the mitigating factors like Number 3, gravity. So certainly if there's a large amount of back wages.

JUDGE TIMLIN: Okay. So if there's a large amount of back wages --

THE WITNESS: We wouldn't --

JUDGE TIMLIN: -- you might be less inclined to --

THE WITNESS: -- apply that.

JUDGE TIMLIN: -- apply a reduction for gravity? Okay. Was that the case in this case?

THE WITNESS: Yes. It certainly contributed to not applying that reduction.

JUDGE TIMLIN: Okay. In terms of -- I mean, and I don't know if this is possible -- can an employer amend their job order mid-season?

THE WITNESS: They can.

JUDGE TIMLIN: Okay.

THE WITNESS: Yeah. If conditions change or they need more workers.

JUDGE TIMLIN: Okay. In your experience with Wage Hour investigators, and you certainly did Wage Hour investigations yourself, does the investigator discuss issues while, during, with the employer while onsite, or do they keep

that -- or do they not discuss the things that they're seeing until they do the final conference?

THE WITNESS: Well, there's a number of circumstances that would, that would affect that. Certainly if there are conditions that exist or problems that exist that involve potential harm to workers or safety issues, something like that, you know, pesticide exposure to workers in the field, certainly we're going to bring that to the attention of the employer right away and try our best to have those situations remediated.

If there's an issue that requires us to gather more evidence or gather, you know, look at some more records before we -- you know, we don't want to make a premature approach to the employer when we don't have all the evidence together. So it could be a combination of both really.

JUDGE TIMLIN: So for instance, while Mr. Perez was out there, he -- and I don't know, and you may not know either -- it wouldn't have been unusual for him to say, hey guys, there's some problem -- while he's on site -- hey guys, there's problems with these sinks, that there's no hot water. But it wouldn't have been unusual for him to say there's problems with the way these guys are getting paid, and you may be, there may be a back wage issue liability.

THE WITNESS: Potentially. Like I said, it depends on --

JUDGE TIMLIN: Those are the kinds of things that some get told later, and some get told --

THE WITNESS: Yeah.

JUDGE TIMLIN: Okay. I just, I was just kind of curious.

THE WITNESS: I mean, always with housing and transportation issues, we're always going to bring those up as soon as we notice something.

JUDGE TIMLIN: Okay. All right. The evidence so far has been pretty clear that these guys paid for this meal plan. They didn't -- they paid Mr. Hernandez. They gave him money for the meal plan, and there hasn't been any evidence that Mr. Hernandez then passed on any of that money to the company, to Sun Valley Orchards. So, in your view, does that, the fact that that doesn't get passed, that money didn't get passed on effect the violation in any way?

THE WITNESS: No.

JUDGE TIMLIN: Why not?

THE WITNESS: Because the regulations require that not just the employer but any affiliated person. So in our view, certainly he's an affiliated person. He's worked for them for many, many years and has had meal plans before that he's administered. And, you know, not knowing anything about their specific relationships except the fact that, you know, there's an employee-employer relationship, and the fact that

this is a clear violation of what was on the job order.

JUDGE TIMLIN: And I think there was some -- Mr. Schulte asked about the fact that does Mr. Hernandez gain if he's paying his wife? And would that, would it be different if he's paying his wife out of the wages he's being paid by Sun Valley, or if he's paying his wife out of the money that the employees were paying for meals? Would that change the calculation as to whether or not there's a gain to Mr. Hernandez?

THE WITNESS: I don't think so. I don't, I --

JUDGE TIMLIN: Like, I --

THE WITNESS: It's hard for me to say.

JUDGE TIMLIN: Okay, okay. I might not have done it very clearly, but I'm just thinking off the top of my head. I think that's all my questions.

So you do have any redirect?

REDIRECT EXAMINATION

BY MR. HEYMAN-KANTOR:

Q. We have some hypotheticals about an affiliated person. If an employer's spouse, let's say was gaining financially, would Wage Hour look into whether the spouse was giving money to the other spouse, for example?

A. We wouldn't look into a specific marital relationship.

Q. I mean, does Wage Hour generally investigate whether

affiliated persons transfer money to the employer?

A. Not unless there's a clear indication of some type of contractual arrangement.

MR. HEYMAN-KANTOR: No further questions.

JUDGE TIMLIN: All right.

RECROSS-EXAMINATION

BY MR. SCHULTE:

Q. In a provision on affiliated person is -- where does that come up in the context? Not the section, but sort of where is that term used in the H-2A regulations? What does that apply to? Why would we look at whether somebody is an affiliated person or not?

A. Because that person shouldn't be, the affiliated person shouldn't be making a profit from the workers.

Q. Okay. So it's not in the meal section, it's only in the profit section? And you looked into whether Mr. Hernandez made a profit on the meals?

A. I don't know specifically what his profit would have been or --

Q. Okay. So if -- the reason we're talking about it, is that an affiliated person's finances matter as opposed to the employer is if there's a profit. But you don't know if he profited, if there were a profit?

A. All I know is that the meal plans were paid for by the workers and they were paid to him.

Q. How do you determine if something is --
A. I don't know what his specific profit was.
Q. How do you determine if there's a profit or not?
A. Well, you'd have to go through receipts and find out how much was spent.
Q. Okay, and so you did that?
A. I didn't go through the receipts, no. I didn't do the, I didn't investigate that.
Q. But you do know if there was a profit?
A. I know that there were receipts provided which didn't seem to account for all of the meal plan charges.
Q. Okay. And if you still have JX-10 on page 160, the meal charge here, the large charge, is that under the disclosure requirement or under the requirement to provide meals?
A. It's specifically that the job order disclosed that there would be either free and open facilities, that there would be free and open kitchen facilities provided to the workers. And that was not true. And they had to --
Q. Okay. Is there a separate claim, a separate violation for not disclosing something and a violation for not meeting the requirements in --
A. Well, this also addresses not disclosing it. There is a separate violation that actually specifically talks about the failure to comply with disclosing the work contract. And I

think --

Q. Okay. And that's sub-Q, right?

A. Yes.

Q. Okay, and this is sub-G?

A. Yes.

Q. Does that -- so is there a disclosure requirement there or a providing meals requirement there?

A. There's the requirement to either provide the free and open kitchen facilities providing meals, or if there is a meal plan or some type of charge, it has to be disclosed.

Q. Okay. Were all, did all 147 workers that you've identified here pay for the meal plan?

A. I don't know specifically.

Q. Okay. I think you testified at some point that they did not, and the Judge had asked you that. Does that sound right? That --

A. Yes.

Q. -- it's possible that some did not pay?

A. It's possible that some did not pay.

Q. Okay. But then your statement to her was that it was because -- so for workers who did not pay anything for a meal plan, what's the theory for them recovering CMPs for that? Or, I'm sorry, or for the Government --

JUDGE TIMLIN: I was going to say that --

MR. SCHULTE: -- recovering CMPs, they don't get

that.

JUDGE TIMLIN: Yeah, they don't get -

BY MR. SCHULTE:

Q. For the, for the Government recovering CMPs based on those workers?

A. Because the requirement would be there on the job order that they would be expecting that free and open kitchen facility for all workers, not just somebody who specifically bought a meal plan.

Q. Right. But that's speaking to the disclosure, right? That's a sub-Q. We're talking about workers, you know, actually getting the meal, paying for a meal or not paying for a meal, right?

A. Mm-hmm.

Q. So I think that was her question, was it a disclosure issue or was it an actual paying for meals issue?

A. Well, I would still say that it's both. I mean, we could have cited a separate CMP under the failure to comply with disclosing the work contract, but we didn't do that. We cited the civil money penalty under this, the meals requirement, 122 (g).

Q. But they're different, right? I mean if they were the exact same thing --

A. They are --

Q. -- they wouldn't have a (g) and a (q).

A. -- similar, but they're different.
Q. But they're related obviously, right?
A. Yes.
Q. But I think her question was, you know, were these workers, including the set of workers who did not pay for meals, is the issue that they weren't told about the meals? Or that they paid for the meals and shouldn't have had to pay?
A. That they paid for the meals. They shouldn't have had to pay because it wasn't disclosed on the work contract.
Q. Right. So, but we're talking about a group of workers who did not pay.
A. Yes. What was your question again?
Q. Yeah, no. So there's 147 workers. Some of them were not told about a meal, and your theory was that they were not told about a meal and paid for a meal. But there are additional workers who, you know, got the same job contract, but never paid for a meal.
A. True.
Q. Okay, but why are they treated the same under (g), which has to do with providing the meal, as the workers who did pay?
MR. HEYMAN-KANTOR: Your Honor, I want to object again. This is what we were talking about before. The determination letter was amended so that the drink, the CMPs for the drink charges were assessed --

JUDGE TIMLIN: We're not on drink charges.

MR. SCHULTE: I don't care about the drinks.

JUDGE TIMLIN: He's looking at the difference between (g) and (q).

MR. SCHULTE: I'm following on Your Honor's question just to hopefully shed light on that. But your question was why aren't all of the workers here when not all of the workers bought meals? Her testimony was it's because of the disclosure issue. And so I was bringing up, okay, well, there's a separate requirement for disclosure, and is this the same thing? I'm still not understanding why there's that disparity, that the full set is triggering CMPs.

MR. HEYMAN-KANTOR: Your Honor, she previously testified about how selling drinks at a profit is a violation. So --

JUDGE TIMLIN: Right, but we're not on drinks at all. So I think you're on -- we're not talking about drinks. We're talking about the issue of why. What was, what was the rationale behind using the multiplier of 147 employees for the CMP for the violation, for the meal plan? And what my question, and what Mr. Schulte seems to be following up on is, if the 147, if the violation that's at -- if the problem was that there was no notification in the job order, then that would affect all 147 people. And that would make sense, then, that your CMP would multiply by 147 people. But if the problem

was -- if the reason you're assessing a CMP and multiplying it by the number of employees is because employees had to pay, not because there was this disclosure issue, but because they actually did pay, then why would -- I think what Mr. Schulte's asking is why wouldn't the CMP then be reduced for those employees that did not pay for the meal plan?

MR. HEYMAN-KANTOR: Right. I --

JUDGE TIMLIN: And do you understand? And it has nothing to do with the drinks. It has nothing to do with drinks. It just has to do with, is it, is the violation that's multiplied by 147, is it a CMP for a notice, the failure to disclose, or is it a CMP for the having to pay for meals? Got it?

MR. HEYMAN-KANTOR: I, right. And --

JUDGE TIMLIN: And that was my question and I -- and I'm pretty sure that's exactly what he's following up on. Okay?

MR. HEYMAN-KANTOR: So that -- and I think that's why the drinks and meals were combined. I think that the issues are related. The CMPs for the drinks violations were combined, so there wasn't extra CMPs even though some workers just got drinks. There were CMPs for workers having drinks, and were CMPs who were charged, who are unlawful charges for meals.

JUDGE TIMLIN: I guess, because my question -- because I thought there was no CMP for people having drinks.

So I just took that whole thing out of the equation.

MR. HEYMAN-KANTOR: There wasn't during the determination letter. But then that was --

JUDGE TIMLIN: Because I'm not that interested in the drinks issue. I'm interested in the issue of this -- and maybe Mr. Schulte might be interested in the drinks, but the issue I'm interested in is, is this: is the real, is the problem here the failure to disclose in the job order? And if that's the problem, then it makes sense that that problem would affect all 147 people that came in on an H-2A that did not disclose that they were going to have to pay for their meals. Or is the problem that they had to pay for their meals once they got there? Well, that would only affect the folks that actually did pay for their meals. Do --

MR. HEYMAN-KANTOR: Yeah, I understand where you're coming from.

JUDGE TIMLIN: That's where -- at least that's where I was coming from with my question. I don't know if -- and I would because he was, seemed to be following along that line, that's what I thought. So, you know --

MR. HEYMAN-KANTOR: Okay, understood.

JUDGE TIMLIN: -- maybe I'm wrong and he'll enlighten all of us that that's not what he was talking about. But that's, in terms of what's troubling me, that's what's troubling me. I'm trying to sort that out, okay? So, sorry

Mr. Schulte, I stepped --

MR. SCHULTE: No, and that's okay.

JUDGE TIMLIN: -- on your parade there.

MR. SCHULTE: And I feel slightly better for spending so much time on the drink issue before. Because if there was -- there were no CMPs for it, I would hate to waste the time. But it's -- I'm not more sure of what the answer is now than I was an hour ago, I think. But we'll move on.

BY MR. SCHULTE:

Q. So the 147 under -- you're assessing for 147 under 122 (g)?

A. Mm-hmm.

Q. And so, and that is because they paid for meals?

A. It's because they paid for meals when there was no disclosure on the form.

Q. I think we're confusing the two issues that I had. I mean --

A. And we could have cited a separate CMP for the people who said they didn't buy a meal under --

Q. Right. But you can only collect --

A. -- a different violation.

Q. -- the ones that you assess, right? If you, if you, didn't assess a CMP, you can't collect that now, right?

MR. HEYMAN-KANTOR: Your Honor --

THE WITNESS: True. I'm just -

BY MR. SCHULTE:

Q. So what you could have done is fine. But the, what this requirement is relates to actually buying the meal. There is a separate one for disclosure, so we're not talking about disclosure. That's not part of this, right? This, what we're talking about here is purchasing a meal triggered a meal for 147 workers.

A. Yes.

Q. Did 147 workers purchase meals?

A. No.

Q. Okay. You referred to post-certification, post-certification amendments to a job order. Kind of once ETA has certified a job order, that you can go back and amend the job order and change the number of workers?

A. It's possible.

Q. Okay.

A. If you needed additional workers.

Q. Okay. Is that based on your knowledge of the H-2A program, conversations with the ETA? How do you know that?

A. Knowledge of the program.

Q. Okay. Have you seen employers do that?

A. I have seen amended job orders.

Q. Amended post-certification? Or amended kind of as part of the certification process?

A. I don't recall.

Q. Okay. If I can make an offer of proof, right, just -- it's not really relevant, but just sort of as a narrow issue. Working with employers that file this, ETA specially will not allow that. Their policy is to never accept a post-certification.

MR. HEYMAN-KANTOR: I'm sorry.

MR. SCHULTE: You can take it, whether you're going to solve or not.

MR. HEYMAN-KANTOR: What is it -- I'm sorry -- can you repeat that?

JUDGE TIMLIN: He said that he's making an offer of proof that an employer would not be allowed once their job offer has been certified to amend that job offer.

MR. HEYMAN-KANTOR: Okay, that's not an offer of proof.

MR. SCHULTE: I understand that. That's --

MR. HEYMAN-KANTOR: Offers of proof are when you, when a Court does not allow testimony. That's the wrong --

MR. SCHULTE: Okay.

JUDGE TIMLIN: Right, okay.

MR. SCHULTE: I mean, the regulations speak for themselves. You can check later.

JUDGE TIMLIN: But I -- right.

MR. SCHULTE: If it's not, it's not allowed.

JUDGE TIMLIN: I think that's probably not that much of a major issue.

BY MR. SCHULTE:

Q. Some of your, some of the factors that you looked at had to do with the employer making efforts to change the conditions that had trigged a violation, right?

A. Mm-hmm.

Q. Okay, if -- and you talked about kind of when you would advise an employer of that or when you wouldn't. So if you don't tell the employer about the violation, how can you assess them for the violation from that time from between when you noticed it and when you told them later?

A. Well, it depends on the nature of what the violation is. And if the violation occurred, then it occurred and there's still a potential CMP assessment for whatever that violation might be.

Q. For --

A. When we have a closeout conference, we would make sure that the employer understands the violation and that they have some type of remedy for future compliance.

Q. Right. And as soon as you tell them, they'll have an opportunity to fix it. But we're talking about, you know, assessing penalties from the time from when you become aware of it until when you tell them. You know, just a question of, is that fair to the employer? You know, kind of how --

A. I can't speak to the fairness of the regulations. If the violation occurred, it occurred, and if it's subject to a civil money penalty assessment, we would consider that.

Q. Is there -- there's no duty by the Division to advise them of that or give them an opportunity to correct it before you penalize them for it?

A. It depends on what specific violation you're talking about.

Q. For any violation. If you know something and don't tell them to fix it, then you come back later and penalize them for the thing you didn't tell them to change. That's what we're talking about.

A. If there's, for example, a minimum wage overtime violation, and it's a repeat violation, if it happens again, we're going to still assess the CMP. We're going to consider the totality of the situation and the circumstances, but the violation occurred again. It wouldn't matter if it stopped halfway through the investigation.

Q. No, it's not that they stopped on their own. It's that, you know, the Division has no responsibility to give them a chance to fix it before they come assess penalties for it?

A. It's certainly within our, the investigator's purview to make them aware.

Q. Okay. And if they choose not to, then the numbers will go up and up?

A. I don't know if saying the numbers will go up and up is an accurate characterization. But again, we also want to make sure that we've gathered enough evidence to support citing the violation.

MR. SCHULTE: Right. Okay. Nothing else.

MR. HEYMAN-KANTOR: Nothing further, Your Honor.

JUDGE TIMLIN: Okay. I'm sorry. I'm still not -- okay. In terms, there's been a bunch of questions on this issue with profit and loss. Do you have to find a profit for the employer and a loss for the employee? Or could it be one or the other?

THE WITNESS: It could be one or the other.

JUDGE TIMLIN: Okay. And with respect to the (g) and the (q) violations, could you have -- just as you -- and you have the civil money penalty under (g)?

THE WITNESS: Mm-hmm.

JUDGE TIMLIN: Could you have instead put the civil money penalty under (q) and put no civil money penalty under (g)? And you made a decision not to assess a civil money penalty for (q).

THE WITNESS: I mean, we could have assessed a civil money penalty under (q). I doubt, I don't think that would have negated some type of civil money penalty under (g). Certainly not.

JUDGE TIMLIN: Got it. Okay. So you would have

still done a (g) --

THE WITNESS: Yes.

JUDGE TIMLIN: -- whether you did a (q) or not?

THE WITNESS: Yes.

JUDGE TIMLIN: Okay. All right. That bring up anything? Anybody?

MR. SCHULTE: No, Your Honor.

JUDGE TIMLIN: You guys are first.

MR. HEYMAN-KANTOR: No, Your Honor.

JUDGE TIMLIN: Okay. Thank you for your -- and thank you for making the drive to be here today. I know you had a lot of other stuff on your schedule. Okay.

MR. HEYMAN-KANTOR: So, I guess the only thing left is to discuss, I don't know if there's anything other than the --

JUDGE TIMLIN: Oh, there's stuff left.

MR. HEYMAN-KANTOR: Okay. Sorry. Sorry, Your Honor. I just wanted to make sure no one was leaving.

JUDGE TIMLIN: There's no -- right. You don't have any more witnesses, Mr. Schulte, right?

MR. SCHULTE: No, Your Honor.

JUDGE TIMLIN: And you have no more witnesses?

MR. HEYMAN-KANTOR: Yes, correct. We rest.

JUDGE TIMLIN: So we're done with all the testimony in this case?

MR. HEYMAN-KANTOR: Yes.

JUDGE TIMLIN: So everybody's resting. So this is what I'm going to do.

MR. GLICK: Your Honor, if I may before --

JUDGE TIMLIN: No, it's okay.

MR. GLICK: Is the witness excused? Or can she --

JUDGE TIMLIN: Oh, yeah, yeah, yeah, yeah. I'm sorry. You're excused.

THE WITNESS: Thank you.

MR. GLICK: You may very well have said it; I'm just making it clear.

JUDGE TIMLIN: All right. Yes, you're excused.

(Witness excused.)

JUDGE TIMLIN: Okay, so I have stuff. I want to make sure I walk away with the things I'm supposed to have, and not walk away with things that I'm not supposed to have. I think these are things I'm not supposed to have. And it is my practice that if there's an exhibit that's in your binder that did not get admitted, I'm going to give it back to you because I don't want to figure out later what these stray exhibits are. So we're going to start with your exhibits.

And so we have, I have kind of straight all the way through that we've admitted, beginning with 1 all the way through 16 and 16-1. Now, if I look at -- so that binder's coming with me for sure. And that binder's coming with me. So

that gets us to 17. Is there a 17 that's separate from 17-1? No?

MR. GLICK: Correct.

JUDGE TIMLIN: So it's 17-1, -2, and -3, they're all in. But you guys also have in here a 17-4, 17-5, 17-6. They were never offered. Am I right?

MR. GLICK: That's correct, Your Honor.

JUDGE TIMLIN: PX-18 was never offered?

MR. GLICK: Correct.

JUDGE TIMLIN: Okay. PX-19's in, 20's in, 21, 22, 23, 24, 25. Let's make two, 26 was not offered.

MR. GLICK: Correct, Your Honor.

JUDGE TIMLIN: Okay. PX-27 was discussed, but never offered.

MR. HEYMAN-KANTOR: We can move to admit that the two pages that were discussed of 27 if -- believe that the relevant information is essentially already in the record from the transcript, and perhaps it's clear as, and I need to find the --

JUDGE TIMLIN: It can't --

MR. HEYMAN-KANTOR: -- page numbers.

JUDGE TIMLIN: It counts for three pages. No, I'm sorry. There's four pages in here. There's, and there's the 1042, 1043, 1044, and 1045. And there are pictures of either cases of beer or prices for cases of beer. Are you moving to

admit them?

MR. HEYMAN-KANTOR: We move to admit pages 1044 and 1045.

JUDGE TIMLIN: I don't think that's the ones you want to admit, because 1042 is one with the prices in it. I would, it, I mean --

MR. HEYMAN-KANTOR: Well, then I would move the whole exhibit. But I believe that Mr., Investigator Perez testified specially about page 1044.

JUDGE TIMLIN: Yeah.

MR. HEYMAN-KANTOR: And 1045 goes with it. We can offer the whole exhibit for completeness based on his testimony.

JUDGE TIMLIN: Okay, so any objections to these pictures of the beer? I mean, for what they're worth.

MR. SCHULTE: Just as to the relevance, yeah.

JUDGE TIMLIN: Right. Okay. So they're admitted so they can stay.

(Whereupon, the documents referred to and previously marked for identification as Plaintiff's Exhibit 27, were received into evidence.)

JUDGE TIMLIN: Then we have 28, it's in, 29, that takes us to 31. That was never offered.

MR. HEYMAN-KANTOR: Correct, Your Honor.

JUDGE TIMLIN: So that's okay. Then what do we got? Okay. Then we have 32, 33, 34 -- 35, you only offered the one page, which was 1107, which is the very first page. So the rest of them are not being offered? These are the pictures of the guys in the field.

MR. GLICK: That's correct, Your Honor. There was only testimony for that one page, and I don't think the rest are necessary.

JUDGE TIMLIN: Okay. You're going to have to figure it out by the page numbers because that won't have a tab on it.

MR. GLICK: I'm sorry, I'm not sure I understood.

JUDGE TIMLIN: I'm pulling out things that are not admitted.

MR. GLICK: Absolutely.

JUDGE TIMLIN: Because I'm going to hand them back to you.

MR. GLICK: I will take it through my working --

JUDGE TIMLIN: Most of the time you'll be able to figure out because the tab is there. But that one will be a little more difficult because there's no tab there.

MR. GLICK: Not a problem.

JUDGE TIMLIN: Because that was 35. Okay. PX-36 is in, 37 is in. 38, am I correct that that was never offered?

MR. GLICK: That's also correct.

JUDGE TIMLIN: Okay. PX-39 is in, 40 is in, 41 is in, and 42 is the thing that we got from the guy, Mr. Zavala Almanza. So that, and that's it.

MR. GLICK: That is my understanding as well, Your Honor.

JUDGE TIMLIN: Okay. So I seem to have binders -- no. Okay, well, I need all that one.

MR. GLICK: Your Honor, may I --

JUDGE TIMLIN: I'm looking at these.

MR. GLICK: Whenever you're ready.

JUDGE TIMLIN: It's fine. Just, okay. I need, I'm looking to make sure that what I have in here is, are all things, because there's binders that never got referred to, but there are things that are -- and before 16 is in. If I'm going to choose -- yes, okay. What I have, got it. And these --

MR. GLICK: Can we write a letter to the Court with the password so it's in writing?

JUDGE TIMLIN: Yes, please.

MR. GLICK: Thank you.

JUDGE TIMLIN: Okay. So I'm going to hand these, and I'm not -- I'm going to hand these back to you. I'm going to put --

MR. HEYMAN-KANTOR: Just a small -- and Your Honor is keeping the, assuming the Exhibit Appendix A, which has the minute numbers of the DVDs.

JUDGE TIMLIN: I hope so. Where is that?

MR. HEYMAN-KANTOR: That's right behind the exhibit list in front of Binder 1.

JUDGE TIMLIN: Yeah, I haven't given that back. No I'm not giving that back. No. Okay. I'm going, I'm keeping, if it's okay with you, I'm going to keep the box.

MR. GLICK: Of course.

JUDGE TIMLIN: All right. So we've done, dealt with Plaintiff's exhibits.

MR. GLICK: Well, while we're still on Plaintiff's exhibits, there's --

JUDGE TIMLIN: Sure.

MR. GLICK: -- a couple of points. As to PX-1 and PX-2, and they're included, they were also in, you've admitted and considered as the summaries of voluminous records, and in Rule 1006.

JUDGE TIMLIN: Right.

MR. GLICK: And I believe Respondent has not potentially rebutted their validity, and so I would just ask for a sort of definitive ruling that they are in now admitted as Rule 1006 summaries.

JUDGE TIMLIN: Yes, right.

MR. GLICK: Yeah.

JUDGE TIMLIN: Yes. Okay. Yes?

MR. GLICK: And finally as to the -- Your Honor had

asked about the, there were handwritten pages. Certainly as to this page given --

JUDGE TIMLIN: Yes, right.

MR. GLICK: -- we, Respondent's possession, we don't have any position about this. But as to this first page, if it would be helpful to the Court, we could move it, admit it as an aid to the Court to, but I think it depends on the Court's preference.

JUDGE TIMLIN: It's all kind of laid -- I mean, I think it was helpful for your examination, but it is all kind of laid out in the payroll summary. So I don't think I necessarily need to keep it as some -- I don't need to keep either of those. So --

MR. GLICK: So, we'll take them back.

JUDGE TIMLIN: So, yes.

MR. GLICK: And that is all for, I mean, the Administrator on the exhibits.

JUDGE TIMLIN: That would probably be my preference. Here's -- yeah that's important. All right. So now we get to Respondent's -- here, let's move all these binders. Okay, we have --

MR. SCHULTE: We have for the first thing was at page 13. Everything before that -- Exhibit 1 is out completely.

JUDGE TIMLIN: Exhibit 1 is out. Okay.

MR. SCHULTE: Exhibit 2, only page 13 stays.

JUDGE TIMLIN: All right. Okay. 1's out, Exhibit 2 is just page 13, and Exhibit 3 is not in, Exhibit 4 was withdrawn. That takes us to 5, which is in. Okay. 6 was never offered, right?

MR. SCHULTE: Right.

JUDGE TIMLIN: RX-7 and 8, 9, 10, 11 -- no -- 7, 8, 9, and 10 are all in. RX-11 was not offered, right?

MR. SCHULTE: Agustin? Correct.

JUDGE TIMLIN: Hmm?

MR. SCHULTE: Agustin's? Yes, that's correct.

JUDGE TIMLIN: Okay.

MR. SCHULTE: But then 12 through 19 --

JUDGE TIMLIN: RX-12 is in, 13, 14, and 15 are all in. RX-16, 17, 18 in. RX-19 is in. Then nothing until 23?

MR. SCHULTE: Correct.

JUDGE TIMLIN: RX-23's in. And then nothing after 23?

MR. SCHULTE: Correct.

JUDGE TIMLIN: Okay. I'll return all these to you, so you can come and get your papers. All right. So that leaves the fun of figuring out all testimony's in, all the exhibits are in. You're going to email the password to me, or write, send me a letter with the password, something with the password?

MR. GLICK: I guess, open to the Court's preference

being to --

JUDGE TIMLIN: Do you know what it is now? Do you want to write it on a piece of paper and give it to me?

MR. GLICK: If you could allow me to look at my email to be 100 percent sure before writing it down, and I can, but yes.

JUDGE TIMLIN: Yeah, why don't you do that, then --

MR. GLICK: I don't want to give the Court the wrong, the wrong information.

JUDGE TIMLIN: Well, why don't you do that, then you don't have to be sending it over the, through the --

MR. GLICK: Great.

JUDGE TIMLIN: -- Internet or whatever.

MR. HEYMAN-KANTOR: It's A-W-L-J-9, capital L. And there's a condition, 25LC.

JUDGE TIMLIN: The risk that it shows up on Wikipedia someday.

MR. HEYMAN-KANTOR: I've typed that in so many freaking times, I remember it well.

JUDGE TIMLIN: Okay. So now the only thing remaining then is the fun of the post-hearing briefs.

MR. HEYMAN-KANTOR: We would suggest six weeks after the transcripts are received.

JUDGE TIMLIN: I think that's probably totally fair. Is somebody going to let me know when the transcripts are

received?

MR. HEYMAN-KANTOR: We could. We could talk and let you know.

JUDGE TIMLIN: Okay.

MR. SCHULTE: Do we have -- not to, not for a commitment of time, but, you know, a month --

MR. HEYMAN-KANTOR: I'm assuming a month. Is that --

JUDGE TIMLIN: It's usually a month.

COURT REPORTER: But this one's quite long. Usually it's about 45 pages an hour. So you can --

MR. HEYMAN-KANTOR: I have no idea what the --

COURT REPORTER: So like an hour's worth of testimony, I think like an hour's worth --

MR. HEYMAN-KANTOR: Maybe if the transcript comes later than we're expecting, then we can talk again and decide if there's any problem with the six weeks, and if there is, we could --

JUDGE TIMLIN: Right.

MR. HEYMAN-KANTOR: -- notify the Court or --

JUDGE TIMLIN: That's fine. So, I mean, I'm thinking it's July, I don't even know. I've lost track of the dates -- the 22nd?

COURT CLERK: The 21st.

JUDGE TIMLIN: 21st? 21st, okay. July 21st. So figure you're, I would figure, I would give you probably until,

to expect not to see the transcript until the end of August. Say, the, we'll give them more than -- it's a long transcript, so August 31st. Six weeks after that takes us into mid-October. So we're talking about like somewhere around October 15th or 16th. Okay, I will not make it due on a Saturday or Sunday. So --

MR. GLICK: That's why I asked you. I have a different Wage Hour case and an H-2B case in mid-October, I think. So that's what I'm trying to figure out. But I think once we know better --

JUDGE TIMLIN: About the transcript?

MR. GLICK: -- about the transcripts, we can plan on --

JUDGE TIMLIN: All right. So you'll just, you guys will just keep me informed. And believe me, I can be, if it runs, if either of you run into a problem in terms of even the six week deadline, we can shift it back if we have to, that's okay. You know, just, you just have to let me know. So you guys will let me know when the transcript is in?

MR. HEYMAN-KANTOR: Yes, Your Honor.

JUDGE TIMLIN: And suggest in that letter what the six week date will be, but I'll be looking for it in mid-October. And then the other thing, briefs, anything?

MR. GLICK: May I, may I ask you a question? I'm sorry.

JUDGE TIMLIN: Absolutely.

MR. GLICK: On the briefs, just, is Your Honor's preference -- could you please explain the preference for the -- is it simultaneous briefs? Or what is --

JUDGE TIMLIN: Yes. Simultaneous briefs. Reply briefs only with my permission. So you guys both file your briefs on the same day, and whatever date we decide, that's your postmark date, okay?

MR. GLICK: Okay.

JUDGE TIMLIN: And that, if say it is October 16th, I want it postmarked by October 16th.

MR. GLICK: Got you.

JUDGE TIMLIN: I'm not telling you, you have to have it in my hands on October 16th.

MR. HEYMAN-KANTOR: So we could send it to you by regular mail?

JUDGE TIMLIN: You can send it to me by regular mail. And yes, they will be simultaneous briefs. If when you read the briefs of your opponent, you think there's some burning reason that you have to file a reply brief, you file a motion with me, explain to me why, and I will either grant it, or say, no, I've read and heard enough about this case, I don't want to read any more.

MR. SCHULTE: So just to be clear, it's one brief per side, period.

JUDGE TIMLIN: Exactly. Unless you get my permission. There is plenty for Nick and I to read as it is.

MR. SCHULTE: And this may be in the Court's rules, but in that same vein, is there -- do you have a page target in mind?

JUDGE TIMLIN: I do not have a firm rule on page limitations. However, you know, I don't want to read 200 pages of anything. I don't even really want to read 100 pages of anything. You know, be reasonable. That's all, that's all. And I don't have, yeah, I don't have rules as to its -- just get -- what I'm interested in is your legal arguments.

MR. SCHULTE: Okay.

JUDGE TIMLIN: Okay? I'm interested that you've covered all of the legal arguments that affect all of the violations, and all of the issues in the case.

Yeah, I actually spent many years in the Solicitor's Office and tried a lot of OSHA cases, which I don't do now anymore. But I filed a brief and proposed findings and conclusions of law in a case that the brief ran 500 pages. And that ALJ did institute a 50 page limit after that, on all the briefs. He's no longer with us, but, so yeah. Don't be, don't be -- really, don't be that one.

MR. SCHULTE: Was he pinned under it? Or a sanction, was that a sanction?

JUDGE TIMLIN: Don't be that lawyer, okay? That's

all I'll tell you. Don't be that lawyer. You don't want to be the lawyer that causes the Judge the issue of page limitation on all future briefs, okay? This has been very interesting. We can go off the record.

(Whereupon, at 6:30 p.m., the hearing in the above-entitled matter was closed.)

C E R T I F I C A T E

This is to certify that the attached proceedings before the

Administrative Law Judge Theresa C. Timlin, Washington, DC
Insert Title of Officer — Name and Office

In the matter of:	Administrator, U.S. Department of Labor, Wage and Hour Division v. Sun Valley Orchards, LLC
Case/Docket Number:	2017-TAE-00003
Place:	Cherry Hill, New York
Date:	July 21, 2017

were held as therein appears, and that this is the original transcript thereof for the files of the Department of Labor.

Free State Reporting, Inc.
(Name of Reporting Company)

By _____
(Official Reporter Signature)

Free State Reporting, Inc.
1378 Cape St. Claire Road
Annapolis, MD 21409
(410) 974-0947

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 1

PX 1 to 5-1

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003

ADMINISTRATOR'S EXHIBIT LIST

I. Administrator's Exhibits

Binder 1

PX 1	Computations for three-fourths guarantee violations (DOL 03777)
PX 2	Computations for violations related to meals, drinks, and beer violations (DOL 03778-3837)
PX 3	Carlos Cervantes Ramirez deposition transcript excerpts
PX 3-1	Exhibit 25 to Carlos Cervantes Ramirez deposition (worker departure form)
PX 4	Carlos Cervantes Ramirez deposition video clips (clips corresponding to transcript excerpts, see Appendix A)
PX 5	Miguel Angel Elizondo Soto deposition transcript excerpts
PX 5-1	Exhibit 22 to Miguel Angel Elizondo Soto deposition (worker departure form)
PX 6	Miguel Angel Elizondo Soto deposition video clips (clips corresponding to transcript excerpts, see Appendix A)

Binder 2

PX 7	Jose Luis Silva Lopez deposition transcript excerpts
PX 7-1	Exhibit 23 to Jose Luis Silva Lopez deposition (worker departure form)
PX 8	Jose Luis Silva Lopez deposition video clips (clips corresponding to transcript excerpts, see Appendix A)
PX 9	Hugo Leonel Cinta Tegoma deposition transcript excerpts
PX 9-1	Exhibit 27 to Hugo Leonel Cinta Tegoma deposition (worker departure form)
PX 10	Hugo Leonel Cinta Tegoma deposition video clips (clips corresponding to transcript excerpts, see Appendix A)
PX 11	Hector Mishel Garcia Dominguez deposition transcript excerpts
PX 11-1	Exhibit 21 to Hector Mishel Garcia Dominguez deposition (worker departure form)

PX 12	Hector Mishel Garcia Dominguez deposition video clips (clips corresponding to transcript excerpts, see Appendix A)

Binder 3

PX 13	Dario Morales Acosta deposition transcript excerpts
PX 13-1	Exhibit 20 to Dario Morales Acosta deposition (worker departure form)
PX 14	Dario Morales Acosta deposition video clips (clips corresponding to transcript excerpts, see Exhibit A)[1]
PX 15	Russell Marino Jr. deposition transcript excerpts
PX 15-1	Exhibit 11 to Russell Marino Jr.'s deposition (Notification of worker departures)
PX 15-2	Exhibit 12 to Russell Marino Jr.'s deposition (Job order)

Binder 4

PX 16	Joseph Marino 30(b)(6) deposition transcript excerpts
PX 16-1	Exhibit 19 to Joseph Marino's deposition

Binder 5

PX 17	Agustin Hernandez deposition transcript excerpts

Binder 6

PX 17-1	Exhibit 1 to Mr. Hernandez's deposition (Records of worker payments for meals)
PX 17-2	Exhibit 2 to Mr. Hernandez's deposition (Records of worker payments for meals)
PX 17-3	Exhibit 3 to Mr. Hernandez's deposition (Photograph of company store)
PX 17-4	Exhibit 5 to Mr. Hernandez's deposition (Photographs of cans)
PX 17-5	Exhibit 6 to Mr. Hernandez's deposition (Receipt)
PX 17-6	Exhibit 7 to Mr. Hernandez's deposition (Receipt)
PX 18	Statement of Agustin Hernandez (DOL 00187 190)
PX 19	Statement of Elia Pinon and English translation (DOL 00200 205)
PX 20	Respondents' April 7, 2017 Joint Response to First Set of Requests for Admissions
PX 21	Respondents' April 7, 2017 Joint Response to First Set of Interrogatories
PX 22	Respondent's May 17, 2017 Response to Second Set of Interrogatories

Binder 7

PX 23	Excerpts from Sun Valley payroll--"Payroll Run Inquiry--check view"
PX 24	Excerpts from Sun Valley payroll--"Job Card--Payroll Summary" (May H-2A workers)
PX 25	Excerpts from Sun Valley payroll--"Job Card--Payroll Summary" (August H-2A

[1] A technology problem prevented us from recording the second part of Mr. Acosta's deposition. Thus we are able to offer as an exhibit video clips corresponding to the first twenty-six pages of the deposition transcript.

	workers)

Binder 8

PX 26	Sam's Club prices for items Sun Valley sold to its workers (DOL 03716-3776)
PX 27	Photographs of beer prices at Costco (DOL 03712-3715)
PX 28	Photographs of Sun Valley doors, mattress, and bathroom window (DOL 01808, 1813, 1819, 1820, 1832, 1828-29, 1832, 1840, 1848, 1859-60)
PX 29	Photographs of Sun Valley transportation (DOL 01876-78, 1880, 1908-1910)
PX 30	Photographs of Mexican drivers' licenses (DOL 01920-1928)
PX 31	MSPA disclosures (DOL1934-1935)

Binder 9

PX 32	Photographs of Sun Valley kitchen, eating area, and company store (DOL 01892-1901)
PX 33	Photographs of the interior and exterior of Sun Valley facilities (DOL 01843, 1845; 1800-1801, 1803, 18005, 1889-1891; 01952-1960)
PX 34	Photographs of workers cooking in dorm (DOL 01809-1811, 1949)
PX 35	Photographs of Sun Valley workers working in fields (DOL 01864, 1865, 1883-1888)
PX 36	Receipts for Meals (DOL 1223, 1226, 1257, 1259, 1266, 1268, 1273-1274, 1277, 1317, 1343, 1360-1362, 1367, 1386, 1389-1390, 1392, 1398, 1405, 1421-1422)
PX 37	Records of worker payments for meals (DOL 01212, 1228-1231, 1245-1248, 1250-1253, 1320-1330, 1368, 1369, 1371-1373, 1375-1380, 1409-1413)
PX 38	Sun Valley's notifications of worker departures obtained by Wage Hour during the investigation (DOL02983-2989)
PX 39	Additional Sun Valley notifications of worker departures (Exhibits 4.1 to 4.11 to Sun Valley's April 7, 2017 document production)
PX 40	I-129 Petition for a Non-Immigrant Worker (DOL02301-2310)
PX 41	Email correspondence between Wage Hour Investigator Perez and Sun Valley about payroll production (DOL03065-03066)

Exhibit List - Appendix A

PX 8 -- Jose Luis Silva Lopez deposition Video

File name: "Sun Valley – May 4 JOSE LUIS SILVA LOPEZ deposition-20170504 1402-1"	
Deposition Pages in Exhibit	*Corresponding video clips*
p. 4-39	0:00:47 1:22:17
p. 47-49	1:37:27 1:45:23

Deposition Pages	*Time in Video (line 2 of corresponding page)*
p. 5	0:01:42
p. 10	0:13:33
p. 15	0:26:40
p. 20	0:38:01
p.25	0:48:51
p.30	1:01:04
p.35	1:11:49
p. 47	1:37:27

PX 14 -- Dario Morales Acosta deposition video

File Name: Sun Valley May 3 - DARIO MORALES ACOSTA depositions-20170503 1412-1	
Deposition Pages in Exhibit	*Corresponding video clips*
p. 4-26	0:09:40 1:07:44[1]

Deposition Pages	*Time in Video (line 2 of corresponding page)*
p. 5	0:11:18 (line 7)
p. 10	0:22:19
p. 15	0:37:06
p. 20	0:52:23
p.25	1:06:20

PX 4 -- Carlos Cervantes Ramirez deposition video

File Name: Sun Valley - May 10 CARLOS CERVANTES RAMIREZ-20170510 1904-1	
Deposition Pages in Exhibit	*Corresponding video clips*
p. 4-46	0:00:00 – 1:42:35
p. 48	1:43:55 1:45:47

[1] A technology problem prevented us from recording the second part of Mr. Acosta's deposition. Thus we are able to offer as an exhibit video clips corresponding to the first twenty-six pages of the deposition transcript.

p. 54-55	1:54:22 1:58:49
p. 64	2:15:19 2:17:13
p. 69-70	2:25:43 2:28:37

Deposition Pages	*Time in Video (line 1 of corresponding page)*
p. 5	0:02:04
p. 10	0:11:50
p. 15	0:22:52
p. 20	0:32:15
p.25	0:40:55
p. 30	0:50:21
p. 35	1:00:29
p. 40	1:11:40
p. 45	1:24:00
p. 48	1:43:55
p. 54	1:54:22
p. 64	2:15:19
p. 69	2:25:43

PX 12 -- Hector Mishel Garcia Dominguez Deposition video

File name: "Sun Valley - May 10 HECTOR MISHEL GARCIA DOMINGUEZ"	
Deposition Pages in Exhibit	*Corresponding video clips*
p. 4-54	0:03:25 1:54:49
p. 68-74	2:28:14 2:45:12

Deposition Pages	*Time in Video (line 1 of corresponding page)*
p. 5	0:05:30
p. 10	0:14:23
p. 15	0:24:06
p. 20	0:34:40
p.25	0:47:15
p. 30	0:59:15
p. 35	1:11:28
p. 40	1:22:17
p. 45	1:32:07
p. 50	1:42:46
p. 70	2:32:48

PX 6 -- Miguel Angel Elizondo Soto deposition video

File name: "Sun Valley May 3 Miguel Angel Elizondo Soto - New2"	
Deposition Pages in Exhibit	*Corresponding video clips*
p. 4-40	0:00:55 1:39:43
p. 46-48	1:51:45 1:58:43

Deposition Pages	*Time in Video (line 2 of corresponding page)*
p. 5	0:02:38
p. 10	0:15:20
p. 15	0:28:58
p. 20	0:43:34
p.25	0:58:15
p. 30	1:12:28
p. 35	1:24:43
p. 40	1:37:36
p. 46	1:51:45

PX 10 -- Hugo Leonel Cinta Tegoma deposition video

File Name: "Sun Valley - May 11 Hugo Leonel Cinta Tegoma New"	
Deposition Pages in Exhibit	*Corresponding video clips*
p. 4-29	0:00:00 1:05:46
p. 31-52	1:08:20 2:00:03
p. 60-61	2:12:50 2:17:49
p. 64-69	2:23:43 2:38:04

Deposition Pages	*Time in Video (line 2 of corresponding page)*
p. 5	0:04:15
p. 10	0:16:15
p. 15	0:28:11
p. 20	0:38:47
p.25	0:51:53
p. 31	1:08:20
p. 35	1:20:39
p. 40	1:30:22
p. 45	1:41:13
p. 50	1:54:30
p. 60	2:14:16
p. 65	2:26:02

Back Wage Computations - Three-Fourths Guarantee

First	Last	EE #	First Pay Period Worked (Week Ending Date)	Last Pay Period Worked (Week Ending Date)	Start of First Pay Period	Contract End Date	Weeks	Job Offer Hours per Week	Federal Holiday(s) Hours	Total Workday Hours Between First Pay Period and Contract End	3/4 Guarantee	Hrs Wrkd	Variance	AEWR Hourly Rate	3/4 Guarantee Back Wages
Celso	Grijalva Ramos	2035	4/21/2015	5/7/2015	4/15/2015	10/10/2015	25.525	40	14	1007	755.25	107	648.25	$11.29	**$7,318.74**
Venustiano	Sachez Dolores	2065	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	62.25	633.00	$11.29	**$7,146.57**
Tomas	Sonalo Guerrero	2066	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	76	619.25	$11.29	**$6,991.33**
Marcos	Zeveleta Hernandez	2067	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	82.25	613.00	$11.29	**$6,920.77**
Marco G	Maldonado Maldonado	2068	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	69.5	625.75	$11.29	**$7,064.72**
Marcelo	Ortega Vargas	2069	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	54.75	640.50	$11.29	**$7,231.25**
Cheguez J	Baltazar	2070	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	81	614.25	$11.29	**$6,934.88**
Lucio	Rosales Lopez	2072	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	58.25	637.00	$11.29	**$7,191.73**
Javier	Juarez Hernandez	2074	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	60.75	634 50	$11.29	**$7,163.51**
Isau	Santiago Mendoza	2075	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	74.75	620.50	$11.29	**$7,005.45**
Ines	Hernandez Sanchez	2076	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23 525	40	14	927	695.25	60.75	634.50	$11.29	**$7,163.51**
Humberto	Dominguez Cruz	2077	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	54.75	640.50	$11.29	**$7,231.25**
Hugo L	Cinta Tegoma	2078	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	44	651.25	$11.29	**$7,352.61**
Hector M	Garcia Dominguez	2079	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	59	636.25	$11.29	**$7,183.26**
Gustavo	Marquez Perez	2080	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	55.75	639.50	$11.29	**$7,219.96**
Delfino Antonio	Reyes	2082	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	55	640.25	$11.29	**$7,228.42**
Cristian	Mendez Hernandez	2083	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	74.75	620.50	$11.29	**$7,005.45**
Carlos	Cervantes Ramirez	2084	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	57	638.25	$11.29	**$7,205.84**
Adrian	Vazquez Desion	2085	5/7/2015	5/7/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	72.5	622.75	$11.29	**$7,030.85**
Jose D	Islas Larraga	2071	5/5/2015	6/9/2015	4/29/2015	10/10/2015	23.525	40	14	927	695.25	451.5	243.75	$11.29	**$2,751.94**
Luis A	Luna Gonzalez	2153	6/9/2015	8/7/2015	6/3/2015	10/10/2015	18.525	40	7	734	550.50	515.27	35.23	$11.29	**$397.75**
Miguel A	Elizondo Soto	2160	6/9/2015	8/7/2015	6/3/2015	10/10/2015	18.525	40	7	734	550.50	471	79.50	$11.29	**$897.56**
Rodrigo	Raya Tapia	2164	6/9/2015	8/7/2015	6/3/2015	10/10/2015	18.525	40	7	734	550.50	475	75.50	$11.29	**$852.40**
Dario	Morales Acosta	2167	6/9/2015	8/7/2015	6/3/2015	10/10/2015	18.525	40	7	734	550.50	352.23	198.27	$11.29	**$2,238.47**
Total															**$142,728.22**

Back Wage Computations Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
1	4/21/2015	2024	Carlos	Cruz Reyes	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2024	Carlos	Cruz Reyes	H2A	27	$75.00	$38.68	$18.20	
	5/5/2015	2024	Carlos	Cruz Reyes	H2A	84	$75.00	$38.68	$18.20	
	5/12/2015	2024	Carlos	Cruz Reyes	H2A	74	$75.00	$38.68	$18.20	
	5/19/2015	2024	Carlos	Cruz Reyes	H2A	71.75	$75.00	$38.68	$18.20	
	5/26/2015	2024	Carlos	Cruz Reyes	H2A	69	$75.00	$38.68	$18.20	
	6/2/2015	2024	Carlos	Cruz Reyes	H2A	66	$75.00	$38.68	$18.20	
	6/9/2015	2024	Carlos	Cruz Reyes	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2024	Carlos	Cruz Reyes	H2A	63.74	$75.00	$38.68	$18.20	
	6/23/2015	2024	Carlos	Cruz Reyes	H2A	52.25	$80.00	$38.68	$18.20	
	6/30/2015	2024	Carlos	Cruz Reyes	H2A	71.76	$80.00	$38.68	$18.20	
	7/7/2015	2024	Carlos	Cruz Reyes	H2A	71.23	$80.00	$38.68	$18.20	
	7/14/2015	2024	Carlos	Cruz Reyes	H2A	59.75	$75.00	$38.68	$18.20	
	7/21/2015	2024	Carlos	Cruz Reyes	H2A	51.5	$75.00	$38.68	$18.20	
	7/28/2015	2024	Carlos	Cruz Reyes	H2A	49.5	$75.00	$38.68	$18.20	
	8/7/2015	2024	Carlos	Cruz Reyes	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**949.48**	**$1,215.00**	**$618.88**	**$291.20**	**$2,125.08**
2	4/21/2015	2025	Yreneo C	Lopez Carrera	H2A	32.5	$75.00	$38.68	$18.20	
	4/28/2015	2025	Yreneo C	Lopez Carrera	H2A	36.75	$75.00	$38.68	$18.20	
	5/5/2015	2025	Yreneo C	Lopez Carrera	H2A	82.75	$75.00	$38.68	$18.20	
	5/12/2015	2025	Yreneo C	Lopez Carrera	H2A	78	$75.00	$38.68	$18.20	
	5/19/2015	2025	Yreneo C	Lopez Carrera	H2A	74.25	$75.00	$38.68	$18.20	
	5/26/2015	2025	Yreneo C	Lopez Carrera	H2A	73	$75.00	$38.68	$18.20	
	6/2/2015	2025	Yreneo C	Lopez Carrera	H2A	69	$75.00	$38.68	$18.20	
	6/9/2015	2025	Yreneo C	Lopez Carrera	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2025	Yreneo C	Lopez Carrera	H2A	74.25	$75.00	$38.68	$18.20	
	6/23/2015	2025	Yreneo C	Lopez Carrera	H2A	72.74	$80.00	$38.68	$18.20	
	6/30/2015	2025	Yreneo C	Lopez Carrera	H2A	72	$80.00	$38.68	$18.20	
	7/7/2015	2025	Yreneo C	Lopez Carrera	H2A	75.73	$80.00	$38.68	$18.20	
	7/14/2015	2025	Yreneo C	Lopez Carrera	H2A	70.24	$75.00	$38.68	$18.20	
	7/21/2015	2025	Yreneo C	Lopez Carrera	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2025	Yreneo C	Lopez Carrera	H2A	63	$75.00	$38.68	$18.20	
	8/4/2015	2025	Yreneo C	Lopez Carrera	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2025	Yreneo C	Lopez Carrera	H2A	64.51	$75.00	$38.68	$18.20	
	8/18/2015	2025	Yreneo C	Lopez Carrera	H2A	64.26	$75.00	$38.68	$18.20	
	8/25/2015	2025	Yreneo C	Lopez Carrera	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2025	Yreneo C	Lopez Carrera	H2A	74.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/8/2015	2025	Yreneo C	Lopez Carrera	H2A	66.25	$75.00	$38.68	$18.20	
	9/15/2015	2025	Yreneo C	Lopez Carrera	H2A	63.75	$75.00	$38.68	$18.20	
	9/22/2015	2025	Yreneo C	Lopez Carrera	H2A	62	$75.00	$38.68	$18.20	
	9/29/2015	2025	Yreneo C	Lopez Carrera	H2A	46.51	$75.00	$38.68	$18.20	
	Total					**1575.48**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
3	4/21/2015	2026	Saul	Sanchez Villasenor	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2026	Saul	Sanchez Villasenor	H2A	28.75	$75.00	$38.68	$18.20	
	5/5/2015	2026	Saul	Sanchez Villasenor	H2A	68.5	$75.00	$38.68	$18.20	
	5/12/2015	2026	Saul	Sanchez Villasenor	H2A	75.75	$75.00	$38.68	$18.20	
	5/19/2015	2026	Saul	Sanchez Villasenor	H2A	94	$75.00	$38.68	$18.20	
	5/26/2015	2026	Saul	Sanchez Villasenor	H2A	71.75	$75.00	$38.68	$18.20	
	6/2/2015	2026	Saul	Sanchez Villasenor	H2A	70.75	$75.00	$38.68	$18.20	
	6/9/2015	2026	Saul	Sanchez Villasenor	H2A	76.5	$75.00	$38.68	$18.20	
	6/16/2015	2026	Saul	Sanchez Villasenor	H2A	76.5	$75.00	$38.68	$18.20	
	6/23/2015	2026	Saul	Sanchez Villasenor	H2A	74	$80.00	$38.68	$18.20	
	6/30/2015	2026	Saul	Sanchez Villasenor	H2A	72	$80.00	$38.68	$18.20	
	7/7/2015	2026	Saul	Sanchez Villasenor	H2A	77.74	$80.00	$38.68	$18.20	
	7/14/2015	2026	Saul	Sanchez Villasenor	H2A	72.25	$75.00	$38.68	$18.20	
	7/21/2015	2026	Saul	Sanchez Villasenor	H2A	53.25	$75.00	$38.68	$18.20	
	7/28/2015	2026	Saul	Sanchez Villasenor	H2A	65.75	$75.00	$38.68	$18.20	
	8/4/2015	2026	Saul	Sanchez Villasenor	H2A	59.5	$75.00	$38.68	$18.20	
	8/11/2015	2026	Saul	Sanchez Villasenor	H2A	66.99	$75.00	$38.68	$18.20	
	8/18/2015	2026	Saul	Sanchez Villasenor	H2A	65.26	$75.00	$38.68	$18.20	
	8/25/2015	2026	Saul	Sanchez Villasenor	H2A	69	$75.00	$38.68	$18.20	
	9/1/2015	2026	Saul	Sanchez Villasenor	H2A	72.51	$75.00	$38.68	$18.20	
	9/8/2015	2026	Saul	Sanchez Villasenor	H2A	74.25	$75.00	$38.68	$18.20	
	9/15/2015	2026	Saul	Sanchez Villasenor	H2A	62.99	$75.00	$38.68	$18.20	
	9/22/2015	2026	Saul	Sanchez Villasenor	H2A	57.51	$75.00	$38.68	$18.20	
	9/29/2015	2026	Saul	Sanchez Villasenor	H2A	46.74	$75.00	$38.68	$18.20	
	Total					**1556.24**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
4	4/21/2015	2027	Ruben	Leon Hernandez	H2A	3	$75.00	$38.68	$18.20	
	4/28/2015	2027	Ruben	Leon Hernandez	H2A	28.25	$75.00	$38.68	$18.20	
	5/5/2015	2027	Ruben	Leon Hernandez	H2A	86.25	$75.00	$38.68	$18.20	
	5/12/2015	2027	Ruben	Leon Hernandez	H2A	75.75	$75.00	$38.68	$18.20	
	5/19/2015	2027	Ruben	Leon Hernandez	H2A	84	$75.00	$38.68	$18.20	
	5/26/2015	2027	Ruben	Leon Hernandez	H2A	71.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
6/2/2015	2027	Ruben	Leon Hernandez	H2A	70	$75.00	$38.68	$18.20	
6/9/2015	2027	Ruben	Leon Hernandez	H2A	78	$75.00	$38.68	$18.20	
6/16/2015	2027	Ruben	Leon Hernandez	H2A	75.23	$75.00	$38.68	$18.20	
6/23/2015	2027	Ruben	Leon Hernandez	H2A	73.49	$80.00	$38.68	$18.20	
6/30/2015	2027	Ruben	Leon Hernandez	H2A	70.75	$80.00	$38.68	$18.20	
7/7/2015	2027	Ruben	Leon Hernandez	H2A	76.51	$80.00	$38.68	$18.20	
7/14/2015	2027	Ruben	Leon Hernandez	H2A	72.5	$75.00	$38.68	$18.20	
7/21/2015	2027	Ruben	Leon Hernandez	H2A	58.25	$75.00	$38.68	$18.20	
7/28/2015	2027	Ruben	Leon Hernandez	H2A	66.25	$75.00	$38.68	$18.20	
8/4/2015	2027	Ruben	Leon Hernandez	H2A	58.78	$75.00	$38.68	$18.20	
8/11/2015	2027	Ruben	Leon Hernandez	H2A	64.25	$75.00	$38.68	$18.20	
8/18/2015	2027	Ruben	Leon Hernandez	H2A	64.25	$75.00	$38.68	$18.20	
8/25/2015	2027	Ruben	Leon Hernandez	H2A	67.99	$75.00	$38.68	$18.20	
9/1/2015	2027	Ruben	Leon Hernandez	H2A	71.5	$75.00	$38.68	$18.20	
9/8/2015	2027	Ruben	Leon Hernandez	H2A	74.01	$75.00	$38.68	$18.20	
9/15/2015	2027	Ruben	Leon Hernandez	H2A	61	$75.00	$38.68	$18.20	
9/22/2015	2027	Ruben	Leon Hernandez	H2A	58.01	$75.00	$38.68	$18.20	
9/29/2015	2027	Ruben	Leon Hernandez	H2A	46.49	$75.00	$38.68	$18.20	
Total					**1556.26**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
4/21/2015	2028	Modesto E	Lopez Carrera	H2A	32.5	$75.00	$38.68	$18.20	
4/28/2015	2028	Modesto E	Lopez Carrera	H2A	36.75	$75.00	$38.68	$18.20	
5/5/2015	2028	Modesto E	Lopez Carrera	H2A	79	$75.00	$38.68	$18.20	
5/12/2015	2028	Modesto E	Lopez Carrera	H2A	77.75	$75.00	$38.68	$18.20	
5/19/2015	2028	Modesto E	Lopez Carrera	H2A	71.75	$75.00	$38.68	$18.20	
5/26/2015	2028	Modesto E	Lopez Carrera	H2A	70.5	$75.00	$38.68	$18.20	
6/2/2015	2028	Modesto E	Lopez Carrera	H2A	65.75	$75.00	$38.68	$18.20	
6/9/2015	2028	Modesto E	Lopez Carrera	H2A	76.5	$75.00	$38.68	$18.20	
6/16/2015	2028	Modesto E	Lopez Carrera	H2A	74.25	$75.00	$38.68	$18.20	
6/23/2015	2028	Modesto E	Lopez Carrera	H2A	74.49	$80.00	$38.68	$18.20	
6/30/2015	2028	Modesto E	Lopez Carrera	H2A	73.51	$80.00	$38.68	$18.20	
7/7/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$80.00	$38.68	$18.20	
7/14/2015	2028	Modesto E	Lopez Carrera	H2A	72	$75.00	$38.68	$18.20	
7/21/2015	2028	Modesto E	Lopez Carrera	H2A	58.75	$75.00	$38.68	$18.20	
7/28/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$75.00	$38.68	$18.20	
8/4/2015	2028	Modesto E	Lopez Carrera	H2A	67.25	$75.00	$38.68	$18.20	
8/11/2015	2028	Modesto E	Lopez Carrera	H2A	70.25	$75.00	$38.68	$18.20	
8/18/2015	2028	Modesto E	Lopez Carrera	H2A	67	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/25/2015	2028	Modesto E	Lopez Carrera	H2A	65.75	$75.00	$38.68	$18.20	
	9/1/2015	2028	Modesto E	Lopez Carrera	H2A	70	$75.00	$38.68	$18.20	
	9/8/2015	2028	Modesto E	Lopez Carrera	H2A	72.76	$75.00	$38.68	$18.20	
	9/15/2015	2028	Modesto E	Lopez Carrera	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2028	Modesto E	Lopez Carrera	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2028	Modesto E	Lopez Carrera	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1576.51**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
6	4/21/2015	2029	Amadeo	Gonzalez Jaimes	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2029	Amadeo	Gonzalez Jaimes	H2A	27	$75.00	$38.68	$18.20	
	5/5/2015	2029	Amadeo	Gonzalez Jaimes	H2A	88.75	$75.00	$38.68	$18.20	
	5/12/2015	2029	Amadeo	Gonzalez Jaimes	H2A	86	$75.00	$38.68	$18.20	
	5/19/2015	2029	Amadeo	Gonzalez Jaimes	H2A	80.25	$75.00	$38.68	$18.20	
	5/26/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.75	$75.00	$38.68	$18.20	
	6/2/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2029	Amadeo	Gonzalez Jaimes	H2A	76.75	$75.00	$38.68	$18.20	
	6/16/2015	2029	Amadeo	Gonzalez Jaimes	H2A	74.52	$75.00	$38.68	$18.20	
	6/23/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.73	$80.00	$38.68	$18.20	
	6/30/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.01	$80.00	$38.68	$18.20	
	7/7/2015	2029	Amadeo	Gonzalez Jaimes	H2A	72.01	$80.00	$38.68	$18.20	
	7/14/2015	2029	Amadeo	Gonzalez Jaimes	H2A	71.5	$75.00	$38.68	$18.20	
	7/21/2015	2029	Amadeo	Gonzalez Jaimes	H2A	57	$75.00	$38.68	$18.20	
	7/28/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.5	$75.00	$38.68	$18.20	
	8/4/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2029	Amadeo	Gonzalez Jaimes	H2A	69.75	$75.00	$38.68	$18.20	
	8/18/2015	2029	Amadeo	Gonzalez Jaimes	H2A	67.49	$75.00	$38.68	$18.20	
	8/25/2015	2029	Amadeo	Gonzalez Jaimes	H2A	65.5	$75.00	$38.68	$18.20	
	9/1/2015	2029	Amadeo	Gonzalez Jaimes	H2A	70.25	$75.00	$38.68	$18.20	
	9/8/2015	2029	Amadeo	Gonzalez Jaimes	H2A	72.75	$75.00	$38.68	$18.20	
	9/15/2015	2029	Amadeo	Gonzalez Jaimes	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2029	Amadeo	Gonzalez Jaimes	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2029	Amadeo	Gonzalez Jaimes	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1566.01**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
7	4/21/2015	2030	Mateo	Rios Bautista	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2030	Mateo	Rios Bautista	H2A	29.75	$75.00	$38.68	$18.20	
	5/5/2015	2030	Mateo	Rios Bautista	H2A	88.5	$75.00	$38.68	$18.20	
	5/12/2015	2030	Mateo	Rios Bautista	H2A	77.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	5/19/2015	2030	Mateo	Rios Bautista	H2A	74	$75.00	$38.68	$18.20	
	5/26/2015	2030	Mateo	Rios Bautista	H2A	69.75	$75.00	$38.68	$18.20	
	6/2/2015	2030	Mateo	Rios Bautista	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2030	Mateo	Rios Bautista	H2A	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2030	Mateo	Rios Bautista	H2A	74.02	$75.00	$38.68	$18.20	
	6/23/2015	2030	Mateo	Rios Bautista	H2A	61.76	$80.00	$38.68	$18.20	
	6/30/2015	2030	Mateo	Rios Bautista	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2030	Mateo	Rios Bautista	H2A	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2030	Mateo	Rios Bautista	H2A	59.75	$75.00	$38.68	$18.20	
	7/21/2015	2030	Mateo	Rios Bautista	H2A	57	$75.00	$38.68	$18.20	
	7/28/2015	2030	Mateo	Rios Bautista	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2030	Mateo	Rios Bautista	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**1009.77**	**$1,215.00**	**$618.88**	**$291.20**	**$2,125.08**
8	4/21/2015	2031	German	Arias Maya	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2031	German	Arias Maya	H2A	28.25	$75.00	$38.68	$18.20	
	5/5/2015	2031	German	Arias Maya	H2A	84.5	$75.00	$38.68	$18.20	
	5/12/2015	2031	German	Arias Maya	H2A	75.5	$75.00	$38.68	$18.20	
	5/19/2015	2031	German	Arias Maya	H2A	84	$75.00	$38.68	$18.20	
	5/26/2015	2031	German	Arias Maya	H2A	71.75	$75.00	$38.68	$18.20	
	6/2/2015	2031	German	Arias Maya	H2A	71.75	$75.00	$38.68	$18.20	
	6/9/2015	2031	German	Arias Maya	H2A	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2031	German	Arias Maya	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2031	German	Arias Maya	H2A	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2031	German	Arias Maya	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2031	German	Arias Maya	H2A	75.49	$80.00	$38.68	$18.20	
	7/14/2015	2031	German	Arias Maya	H2A	70.51	$75.00	$38.68	$18.20	
	7/21/2015	2031	German	Arias Maya	H2A	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2031	German	Arias Maya	H2A	63	$75.00	$38.68	$18.20	
	8/4/2015	2031	German	Arias Maya	H2A	59.5	$75.00	$38.68	$18.20	
	8/11/2015	2031	German	Arias Maya	H2A	66	$75.00	$38.68	$18.20	
	8/18/2015	2031	German	Arias Maya	H2A	64.27	$75.00	$38.68	$18.20	
	8/25/2015	2031	German	Arias Maya	H2A	68.01	$75.00	$38.68	$18.20	
	9/1/2015	2031	German	Arias Maya	H2A	71.74	$75.00	$38.68	$18.20	
	9/8/2015	2031	German	Arias Maya	H2A	74	$75.00	$38.68	$18.20	
	9/15/2015	2031	German	Arias Maya	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2031	German	Arias Maya	H2A	58.01	$75.00	$38.68	$18.20	
	9/29/2015	2031	German	Arias Maya	H2A	46.49	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	Total					**1548.26**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
9	4/21/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	27.25	$75.00	$38.68	$18.20	
	5/5/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	88.75	$75.00	$38.68	$18.20	
	5/12/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	78	$75.00	$38.68	$18.20	
	5/19/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	73.5	$75.00	$38.68	$18.20	
	5/26/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	69.5	$75.00	$38.68	$18.20	
	6/2/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	65.5	$75.00	$38.68	$18.20	
	6/9/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	63.52	$75.00	$38.68	$18.20	
	6/23/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	60.74	$80.00	$38.68	$18.20	
	7/7/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	74.74	$80.00	$38.68	$18.20	
	7/14/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	60	$75.00	$38.68	$18.20	
	7/21/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2032	Geovani de Jesus	Del Angel Salas	H2A	51	$75.00	$38.68	$18.20	
	Total					**983.99**	**$1,215.00**	**$618.88**	**$291.20**	**$2,125.08**
10	4/21/2015	2033	Francisco J	Pinon Rangel	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2033	Francisco J	Pinon Rangel	H2A	31.75	$75.00	$38.68	$18.20	
	5/5/2015	2033	Francisco J	Pinon Rangel	H2A	88.5	$75.00	$38.68	$18.20	
	5/12/2015	2033	Francisco J	Pinon Rangel	H2A	77.75	$75.00	$38.68	$18.20	
	5/19/2015	2033	Francisco J	Pinon Rangel	H2A	73.5	$75.00	$38.68	$18.20	
	5/26/2015	2033	Francisco J	Pinon Rangel	H2A	66.75	$75.00	$38.68	$18.20	
	6/2/2015	2033	Francisco J	Pinon Rangel	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2033	Francisco J	Pinon Rangel	H2A	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2033	Francisco J	Pinon Rangel	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2033	Francisco J	Pinon Rangel	H2A	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2033	Francisco J	Pinon Rangel	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2033	Francisco J	Pinon Rangel	H2A	75.49	$80.00	$38.68	$18.20	
	7/14/2015	2033	Francisco J	Pinon Rangel	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2033	Francisco J	Pinon Rangel	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2033	Francisco J	Pinon Rangel	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2033	Francisco J	Pinon Rangel	H2A	59.5	$75.00	$38.68	$18.20	
	Total					**1030.73**	**$1,215.00**	**$618.88**	**$291.20**	**$2,125.08**

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
11	4/21/2015	2034	Cesar	Martinez Arellano	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2034	Cesar	Martinez Arellano	H2A	28.5	$75.00	$38.68	$18.20	
	5/5/2015	2034	Cesar	Martinez Arellano	H2A	90.25	$75.00	$38.68	$18.20	
	5/12/2015	2034	Cesar	Martinez Arellano	H2A	84.25	$75.00	$38.68	$18.20	
	5/19/2015	2034	Cesar	Martinez Arellano	H2A	71.75	$75.00	$38.68	$18.20	
	5/26/2015	2034	Cesar	Martinez Arellano	H2A	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2034	Cesar	Martinez Arellano	H2A	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2034	Cesar	Martinez Arellano	H2A	74.25	$75.00	$38.68	$18.20	
	6/16/2015	2034	Cesar	Martinez Arellano	H2A	73.01	$75.00	$38.68	$18.20	
	6/23/2015	2034	Cesar	Martinez Arellano	H2A	72	$80.00	$38.68	$18.20	
	6/30/2015	2034	Cesar	Martinez Arellano	H2A	73.01	$80.00	$38.68	$18.20	
	7/7/2015	2034	Cesar	Martinez Arellano	H2A	76.24	$80.00	$38.68	$18.20	
	7/14/2015	2034	Cesar	Martinez Arellano	H2A	70.51	$75.00	$38.68	$18.20	
	7/21/2015	2034	Cesar	Martinez Arellano	H2A	57	$75.00	$38.68	$18.20	
	7/28/2015	2034	Cesar	Martinez Arellano	H2A	67	$75.00	$38.68	$18.20	
	8/4/2015	2034	Cesar	Martinez Arellano	H2A	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2034	Cesar	Martinez Arellano	H2A	70	$75.00	$38.68	$18.20	
	8/18/2015	2034	Cesar	Martinez Arellano	H2A	67	$75.00	$38.68	$18.20	
	8/25/2015	2034	Cesar	Martinez Arellano	H2A	65.5	$75.00	$38.68	$18.20	
	9/1/2015	2034	Cesar	Martinez Arellano	H2A	70	$75.00	$38.68	$18.20	
	9/8/2015	2034	Cesar	Martinez Arellano	H2A	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2034	Cesar	Martinez Arellano	H2A	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2034	Cesar	Martinez Arellano	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2034	Cesar	Martinez Arellano	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1559.27**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
12	4/21/2015	2035	Celso	Grijalva Ramos	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2035	Celso	Grijalva Ramos	H2A	28.5	$75.00	$38.68	$18.20	
	5/7/2015	2035	Celso	Grijalva Ramos	H2A	74.5	$75.00	$38.68	$18.20	
	Total					**107**	**$225.00**	**$116.04**	**$54.60**	**$395.64**
13	4/21/2015	2036	Alejandro	Sanchez Villasenor	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2036	Alejandro	Sanchez Villasenor	H2A	28.75	$75.00	$38.68	$18.20	
	5/5/2015	2036	Alejandro	Sanchez Villasenor	H2A	95.25	$75.00	$38.68	$18.20	
	5/12/2015	2036	Alejandro	Sanchez Villasenor	H2A	77.5	$75.00	$38.68	$18.20	
	5/19/2015	2036	Alejandro	Sanchez Villasenor	H2A	77.5	$75.00	$38.68	$18.20	
	5/26/2015	2036	Alejandro	Sanchez Villasenor	H2A	69.75	$75.00	$38.68	$18.20	
	6/2/2015	2036	Alejandro	Sanchez Villasenor	H2A	69.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/9/2015	2036	Alejandro	Sanchez Villasenor	H2A	51.08	$75.00	$38.68	$18.20	
	6/16/2015	2036	Alejandro	Sanchez Villasenor	H2A	75.49	$75.00	$38.68	$18.20	
	6/23/2015	2036	Alejandro	Sanchez Villasenor	H2A	73.52	$80.00	$38.68	$18.20	
	6/30/2015	2036	Alejandro	Sanchez Villasenor	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2036	Alejandro	Sanchez Villasenor	H2A	76.5	$80.00	$38.68	$18.20	
	7/14/2015	2036	Alejandro	Sanchez Villasenor	H2A	73.25	$75.00	$38.68	$18.20	
	7/21/2015	2036	Alejandro	Sanchez Villasenor	H2A	58.25	$75.00	$38.68	$18.20	
	7/28/2015	2036	Alejandro	Sanchez Villasenor	H2A	63.99	$75.00	$38.68	$18.20	
	8/4/2015	2036	Alejandro	Sanchez Villasenor	H2A	59.25	$75.00	$38.68	$18.20	
	8/11/2015	2036	Alejandro	Sanchez Villasenor	H2A	64.25	$75.00	$38.68	$18.20	
	8/18/2015	2036	Alejandro	Sanchez Villasenor	H2A	64.23	$75.00	$38.68	$18.20	
	8/25/2015	2036	Alejandro	Sanchez Villasenor	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2036	Alejandro	Sanchez Villasenor	H2A	71.5	$75.00	$38.68	$18.20	
	9/8/2015	2036	Alejandro	Sanchez Villasenor	H2A	74	$75.00	$38.68	$18.20	
	9/15/2015	2036	Alejandro	Sanchez Villasenor	H2A	60.76	$75.00	$38.68	$18.20	
	9/22/2015	2036	Alejandro	Sanchez Villasenor	H2A	58.01	$75.00	$38.68	$18.20	
	9/29/2015	2036	Alejandro	Sanchez Villasenor	H2A	46.51	$75.00	$38.68	$18.20	
	Total					**1486.07**	**$1,815.00**	**$928.32**	**$436.80**	**$3,180.12**
14	4/21/2015	2037	Eduardo	De La Cruz Martinez	H2A	4	$75.00	$38.68	$18.20	
	4/28/2015	2037	Eduardo	De La Cruz Martinez	H2A	27	$75.00	$38.68	$18.20	
	5/5/2015	2037	Aduardo	De La Cruz Martinez	H2A	85.75	$75.00	$38.68	$18.20	
	5/12/2015	2037	Eduardo	De La Cruz Martinez	H2A	77.75	$75.00	$38.68	$18.20	
	5/19/2015	2037	Eduardo	De La Cruz Martinez	H2A	73.5	$75.00	$38.68	$18.20	
	5/26/2015	2037	Eduardo	De La Cruz Martinez	H2A	69.5	$75.00	$38.68	$18.20	
	6/2/2015	2037	Eduardo	De La Cruz Martinez	H2A	65.75	$75.00	$38.68	$18.20	
	6/9/2015	2037	Eduardo	De La Cruz Martinez	H2A	75.25	$75.00	$38.68	$18.20	
	6/16/2015	2037	Eduardo	De La Cruz Martinez	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2037	Eduardo	De La Cruz Martinez	H2A	71.48	$80.00	$38.68	$18.20	
	6/30/2015	2037	Eduardo	De La Cruz Martinez	H2A	61.75	$80.00	$38.68	$18.20	
	7/7/2015	2037	Eduardo	De La Cruz Martinez	H2A	74.26	$80.00	$38.68	$18.20	
	7/14/2015	2037	Eduardo	De La Cruz Martinez	H2A	70	$75.00	$38.68	$18.20	
	7/21/2015	2037	Eduardo	De La Cruz Martinez	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2037	Eduardo	De La Cruz Martinez	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2037	Eduardo	De La Cruz Martinez	H2A	59.24	$75.00	$38.68	$18.20	
	Total					**1009.73**	**$1,215.00**	**$618.88**	**$291.20**	**$2,125.08**
15	4/28/2015	2038	Armando	Rodriguez Jaimes	H2A	41.75	$0.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	5/5/2015	2038	Armando	Rodriguez Jaimes	H2A	83.75	$0.00	$38.68	$18.20	
	5/12/2015	2038	Armando	Rodriguez Jaimes	H2A	81.25	$0.00	$38.68	$18.20	
	5/19/2015	2038	Armando	Rodriguez Jaimes	H2A	84.75	$0.00	$38.68	$18.20	
	5/26/2015	2038	Armando	Rodriguez Jaimes	H2A	74	$0.00	$38.68	$18.20	
	6/2/2015	2038	Armando	Rodriguez Jaimes	H2A	70.25	$0.00	$38.68	$18.20	
	6/9/2015	2038	Armando	Rodriguez Jaimes	H2A	76	$0.00	$38.68	$18.20	
	6/16/2015	2038	Armando	Rodriguez Jaimes	H2A	81.27	$0.00	$38.68	$18.20	
	6/23/2015	2038	Armando	Rodriguez Jaimes	H2A	73.51	$0.00	$38.68	$18.20	
	6/30/2015	2038	Armando	Rodriguez Jaimes	H2A	76.01	$0.00	$38.68	$18.20	
	7/7/2015	2038	Armando	Rodriguez Jaimes	H2A	77.24	$0.00	$38.68	$18.20	
	7/14/2015	2038	Armando	Rodriguez Jaimes	H2A	75.5	$0.00	$38.68	$18.20	
	7/21/2015	2038	Armando	Rodriguez Jaimes	H2A	48.75	$0.00	$38.68	$18.20	
	7/28/2015	2038	Armando	Rodriguez Jaimes	H2A	84.5	$0.00	$38.68	$18.20	
	8/4/2015	2038	Armando	Rodriguez Jaimes	H2A	68.5	$0.00	$38.68	$18.20	
	8/11/2015	2038	Armando	Rodriguez Jaimes	H2A	66.25	$0.00	$38.68	$18.20	
	8/18/2015	2038	Armando	Rodriguez Jaimes	H2A	65.28	$0.00	$38.68	$18.20	
	8/25/2015	2038	Armando	Rodriguez Jaimes	H2A	68.98	$0.00	$38.68	$18.20	
	9/1/2015	2038	Armando	Rodriguez Jaimes	H2A	73	$0.00	$38.68	$18.20	
	9/8/2015	2038	Armando	Rodriguez Jaimes	H2A	74.25	$0.00	$38.68	$18.20	
	9/15/2015	2038	Armando	Rodriguez Jaimes	H2A	62.99	$0.00	$38.68	$18.20	
	9/22/2015	2038	Armando	Rodriguez Jaimes	H2A	58.49	$0.00	$38.68	$18.20	
	9/29/2015	2038	Armando	Rodriguez Jaimes	H2A	47.74	$0.00	$38.68	$18.20	
	Total					**1614.01**	**$0.00**	**$889.64**	**$418.60**	**$1,308.24**
16	4/28/2015	2055	Efrain	Martinez Areliano	H2A	27	$75.00	$38.68	$18.20	
	5/5/2015	2055	Efrain	Martinez Areliano	H2A	85	$75.00	$38.68	$18.20	
	5/12/2015	2055	Efrain	Martinez Areliano	H2A	74	$75.00	$38.68	$18.20	
	5/19/2015	2055	Efrain	Martinez Areliano	H2A	80	$75.00	$38.68	$18.20	
	5/26/2015	2055	Efrain	Martinez Areliano	H2A	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2055	Efrain	Martinez Areliano	H2A	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2055	Efrain	Martinez Areliano	H2A	74.25	$75.00	$38.68	$18.20	
	6/16/2015	2055	Efrain	Martinez Areliano	H2A	73	$75.00	$38.68	$18.20	
	6/23/2015	2055	Efrain	Martinez Areliano	H2A	68.76	$80.00	$38.68	$18.20	
	6/30/2015	2055	Efrain	Martinez Areliano	H2A	73.26	$80.00	$38.68	$18.20	
	7/7/2015	2055	Efrain	Martinez Areliano	H2A	76.26	$80.00	$38.68	$18.20	
	7/14/2015	2055	Efrain	Martinez Areliano	H2A	70.76	$75.00	$38.68	$18.20	
	7/21/2015	2055	Efrain	Martinez Areliano	H2A	57	$75.00	$38.68	$18.20	
	7/28/2015	2055	Efrain	Martinez Areliano	H2A	67	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/4/2015	2055	Efrain	Martinez Areliano	H2A	67.25	$75.00	$38.68	$18.20	
	8/11/2015	2055	Efrain	Martinez Areliano	H2A	70	$75.00	$38.68	$18.20	
	8/18/2015	2055	Efrain	Martinez Areliano	H2A	67	$75.00	$38.68	$18.20	
	8/25/2015	2055	Efrain	Martinez Areliano	H2A	65.51	$75.00	$38.68	$18.20	
	9/1/2015	2055	Efrain	Martinez Areliano	H2A	70	$75.00	$38.68	$18.20	
	9/8/2015	2055	Efrain	Martinez Areliano	H2A	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2055	Efrain	Martinez Areliano	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2055	Efrain	Martinez Areliano	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2055	Efrain	Martinez Areliano	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1543.8**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
17	4/28/2015	2056	Humberto	Zavala Jaimes	H2A	28.25	$75.00	$38.68	$18.20	
	5/5/2015	2056	Humberto	Zavala Jaimes	H2A	84.5	$75.00	$38.68	$18.20	
	5/12/2015	2056	Humberto	Zavala Jaimes	H2A	76	$75.00	$38.68	$18.20	
	5/19/2015	2056	Humberto	Zavala Jaimes	H2A	80.5	$75.00	$38.68	$18.20	
	5/26/2015	2056	Humberto	Zavala Jaimes	H2A	70.75	$75.00	$38.68	$18.20	
	6/2/2015	2056	Humberto	Zavala Jaimes	H2A	72.75	$75.00	$38.68	$18.20	
	6/9/2015	2056	Humberto	Zavala Jaimes	H2A	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2056	Humberto	Zavala Jaimes	H2A	73.99	$75.00	$38.68	$18.20	
	6/23/2015	2056	Humberto	Zavala Jaimes	H2A	71.48	$80.00	$38.68	$18.20	
	6/30/2015	2056	Humberto	Zavala Jaimes	H2A	72.75	$80.00	$38.68	$18.20	
	7/7/2015	2056	Humberto	Zavala Jaimes	H2A	76.5	$80.00	$38.68	$18.20	
	7/14/2015	2056	Humberto	Zavala Jaimes	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2056	Humberto	Zavala Jaimes	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2056	Humberto	Zavala Jaimes	H2A	63	$75.00	$38.68	$18.20	
	8/4/2015	2056	Humberto	Zavala Jaimes	H2A	59.24	$75.00	$38.68	$18.20	
	8/25/2015	2056	Humberto	Zavala Jaimes	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2056	Humberto	Zavala Jaimes	H2A	74.75	$75.00	$38.68	$18.20	
	9/8/2015	2056	Humberto	Zavala Jaimes	H2A	74	$75.00	$38.68	$18.20	
	9/15/2015	2056	Humberto	Zavala Jaimes	H2A	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2056	Humberto	Zavala Jaimes	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2056	Humberto	Zavala Jaimes	H2A	46.51	$75.00	$38.68	$18.20	
	Total					**1414.96**	**$1,590.00**	**$812.28**	**$382.20**	**$2,784.48**
18	5/7/2015	2065	Venustiano	Sachez Dolores	H2A	62.25	$75.00	$38.68	$18.20	
	Total					**62.25**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
19	5/7/2015	2066	Tomas	Sonalo Guerrero	H2A	76	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	Total					**76**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
20	5/7/2015	2067	Marcos	Zeveleta Hernandez	H2A	82.25	$75.00	$38.68	$18.20	
	Total					**82.25**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
21	5/7/2015	2068	Marco G	Maldonado Maldonado	H2A	69.5	$75.00	$38.68	$18.20	
	Total					**69.5**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
22	5/7/2015	2069	Marcelo	Ortega Vargas	H2A	54.75	$75.00	$38.68	$18.20	
	Total					**54.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
23	5/7/2015	2070	Cheguez J	Baltazar	H2A	81	$75.00	$38.68	$18.20	
	Total					**81**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
24	5/5/2015	2071	Jose D	Islas Larraga	H2A	75	$75.00	$38.68	$18.20	
	5/12/2015	2071	Jose D	Islas Larraga	H2A	79.5	$75.00	$38.68	$18.20	
	5/19/2015	2071	Jose D	Islas Larraga	H2A	84	$75.00	$38.68	$18.20	
	5/26/2015	2071	Jose D	Islas Larraga	H2A	71.75	$75.00	$38.68	$18.20	
	6/2/2015	2071	Jose D	Islas Larraga	H2A	65.75	$75.00	$38.68	$18.20	
	6/9/2015	2071	Jose D	Islas Larraga	H2A	75.5	$75.00	$38.68	$18.20	
	Total					**451.5**	**$450.00**	**$232.08**	**$109.20**	**$791.28**
25	5/7/2015	2072	Lucio	Rosales Lopez	H2A	58.25	$75.00	$38.68	$18.20	
	Total					**58.25**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
26	5/5/2015	2073	Jose	Martinez Paulino	H2A	87.25	$75.00	$38.68	$18.20	
	5/12/2015	2073	Jose	Martinez Paulino	H2A	78	$75.00	$38.68	$18.20	
	5/19/2015	2073	Jose	Martinez Paulino	H2A	73.5	$75.00	$38.68	$18.20	
	5/26/2015	2073	Jose	Martinez Paulino	H2A	66.5	$75.00	$38.68	$18.20	
	6/2/2015	2073	Jose	Martinez Paulino	H2A	66	$75.00	$38.68	$18.20	
	6/9/2015	2073	Jose	Martinez Paulino	H2A	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2073	Jose	Martinez Paulino	H2A	73.75	$75.00	$38.68	$18.20	
	6/23/2015	2073	Jose	Martinez Paulino	H2A	61.77	$80.00	$38.68	$18.20	
	6/30/2015	2073	Jose	Martinez Paulino	H2A	61.75	$80.00	$38.68	$18.20	
	7/7/2015	2073	Jose	Martinez Paulino	H2A	63.98	$80.00	$38.68	$18.20	
	7/14/2015	2073	Jose	Martinez Paulino	H2A	64.51	$75.00	$38.68	$18.20	
	7/21/2015	2073	Jose	Martinez Paulino	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2073	Jose	Martinez Paulino	H2A	63.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/7/2015	2073	Jose	Martinez Paulino	H2A	599.5	$75.00	$38.68	$18.20	
	Total					**1492.76**	**$1,065.00**	**$541.52**	**$254.80**	**$1,861.32**
27	5/7/2015	2074	Javier	Juarez Hernandez	H2A	60.75	$75.00	$38.68	$18.20	
	Total					**60.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
28	5/7/2015	2075	Isau	Santiago Mendoza	H2A	74.75	$75.00	$38.68	$18.20	
	Total					**74.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
29	5/7/2015	2076	Ines	Hernandez Sanchez	H2A	60.75	$75.00	$38.68	$18.20	
	Total					**60.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
30	5/7/2015	2077	Humberto	Dominguez Cruz	H2A	54.75	$75.00	$38.68	$18.20	
	Total					**54.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
31	5/7/2015	2078	Hugo L	Cinta Tegoma	H2A	44	$75.00	$38.68	$18.20	
	Total					**44**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
32	5/7/2015	2079	Hector M	Garcia Dominguez	H2A	59	$75.00	$38.68	$18.20	
	Total					**59**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
33	5/7/2015	2080	Gustavo	Marquez Perez	H2A	55.75	$75.00	$38.68	$18.20	
	Total					**55.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
34	5/5/2015	2081	Demetrio	Garcia Olarte	H2A	85	$75.00	$38.68	$18.20	
	5/12/2015	2081	Demetrio	Garcia Olarte	H2A	69.25	$75.00	$38.68	$18.20	
	5/19/2015	2081	Demetrio	Garcia Olarte	H2A	71.75	$75.00	$38.68	$18.20	
	5/26/2015	2081	Demetrio	Garcia Olarte	H2A	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2081	Demetrio	Garcia Olarte	H2A	66	$75.00	$38.68	$18.20	
	6/9/2015	2081	Demetrio	Garcia Olarte	H2A	76.5	$75.00	$38.68	$18.20	
	6/16/2015	2081	Demetrio	Garcia Olarte	H2A	63.74	$75.00	$38.68	$18.20	
	6/23/2015	2081	Demetrio	Garcia Olarte	H2A	69.74	$80.00	$38.68	$18.20	
	6/30/2015	2081	Demetrio	Garcia Olarte	H2A	62	$80.00	$38.68	$18.20	
	7/7/2015	2081	Demetrio	Garcia Olarte	H2A	71.49	$80.00	$38.68	$18.20	
	7/14/2015	2081	Demetrio	Garcia Olarte	H2A	64.51	$75.00	$38.68	$18.20	
	7/21/2015	2081	Demetrio	Garcia Olarte	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2081	Demetrio	Garcia Olarte	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2081	Demetrio	Garcia Olarte	H2A	57.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	Total					**947.23**	**$1,065.00**	**$541.52**	**$254.80**	$1,861.32
35	5/7/2015	2082	Delfino Antonio	Reyes	H2A	55	$75.00	$38.68	$18.20	
	Total					**55**	**$75.00**	**$38.68**	**$18.20**	$131.88
36	5/7/2015	2083	Cristian	Mendez Hernandez	H2A	74.75	$75.00	$38.68	$18.20	
	Total					**74.75**	**$75.00**	**$38.68**	**$18.20**	$131.88
37	5/7/2015	2084	Carlos	Cervantes Ramirez	H2A	57	$75.00	$38.68	$18.20	
	Total					**57**	**$75.00**	**$38.68**	**$18.20**	$131.88
38	5/7/2015	2085	Adrian	Vazquez Desion	H2A	72.5	$75.00	$38.68	$18.20	
	Total					**72.5**	**$75.00**	**$38.68**	**$18.20**	$131.88
39	5/26/2015	2115	Alfredo	Galindo Reyes	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2115	Alfredo	Galindo Reyes	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2115	Alfredo	Galindo Reyes	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2115	Alfredo	Galindo Reyes	H2A	71.25	$75.00	$38.68	$18.20	
	6/23/2015	2115	Alfredo	Galindo Reyes	H2A	72.99	$80.00	$38.68	$18.20	
	6/30/2015	2115	Alfredo	Galindo Reyes	H2A	71	$80.00	$38.68	$18.20	
	7/7/2015	2115	Alfredo	Galindo Reyes	H2A	76.5	$80.00	$38.68	$18.20	
	7/14/2015	2115	Alfredo	Galindo Reyes	H2A	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2115	Alfredo	Galindo Reyes	H2A	57.49	$75.00	$38.68	$18.20	
	7/28/2015	2115	Alfredo	Galindo Reyes	H2A	62.99	$75.00	$38.68	$18.20	
	8/7/2015	2115	Alfredo	Galindo Reyes	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**715.49**	**$840.00**	**$425.48**	**$200.20**	$1,465.68
40	5/26/2015	2116	Carlos	Magallanes Hernandez	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2116	Carlos	Magallanes Hernandez	H2A	63	$75.00	$38.68	$18.20	
	6/9/2015	2116	Carlos	Magallanes Hernandez	H2A	77	$75.00	$38.68	$18.20	
	6/16/2015	2116	Carlos	Magallanes Hernandez	H2A	66.25	$75.00	$38.68	$18.20	
	6/23/2015	2116	Carlos	Magallanes Hernandez	H2A	73.24	$80.00	$38.68	$18.20	
	6/30/2015	2116	Carlos	Magallanes Hernandez	H2A	72.25	$80.00	$38.68	$18.20	
	7/7/2015	2116	Carlos	Magallanes Hernandez	H2A	69.76	$80.00	$38.68	$18.20	
	7/14/2015	2116	Carlos	Magallanes Hernandez	H2A	55.24	$75.00	$38.68	$18.20	
	7/21/2015	2116	Carlos	Magallanes Hernandez	H2A	52.5	$75.00	$38.68	$18.20	
	7/28/2015	2116	Carlos	Magallanes Hernandez	H2A	63.24	$75.00	$38.68	$18.20	
	8/7/2015	2116	Carlos	Magallanes Hernandez	H2A	37.77	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	Total					**657.25**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
41	5/26/2015	2117	David	Flores Flores	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2117	David	Flores Flores	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2117	David	Flores Flores	H2A	77	$75.00	$38.68	$18.20	
	6/16/2015	2117	David	Flores Flores	H2A	73.99	$75.00	$38.68	$18.20	
	6/23/2015	2117	David	Flores Flores	H2A	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2117	David	Flores Flores	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2117	David	Flores Flores	H2A	75.75	$80.00	$38.68	$18.20	
	7/14/2015	2117	David	Flores Flores	H2A	70.49	$75.00	$38.68	$18.20	
	7/21/2015	2117	David	Flores Flores	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2117	David	Flores Flores	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2117	David	Flores Flores	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**715.99**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
42	5/26/2015	2118	Eliseo	Aguilar Caldera	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2118	Eliseo	Aguilar Caldera	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2118	Eliseo	Aguilar Caldera	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2118	Eliseo	Aguilar Caldera	H2A	72.99	$75.00	$38.68	$18.20	
	6/23/2015	2118	Eliseo	Aguilar Caldera	H2A	69.74	$80.00	$38.68	$18.20	
	6/30/2015	2118	Eliseo	Aguilar Caldera	H2A	70.76	$80.00	$38.68	$18.20	
	7/7/2015	2118	Eliseo	Aguilar Caldera	H2A	70.26	$80.00	$38.68	$18.20	
	7/14/2015	2118	Eliseo	Aguilar Caldera	H2A	71.51	$75.00	$38.68	$18.20	
	7/21/2015	2118	Eliseo	Aguilar Caldera	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2118	Eliseo	Aguilar Caldera	H2A	62.99	$75.00	$38.68	$18.20	
	8/7/2015	2118	Eliseo	Aguilar Caldera	H2A	58.75	$75.00	$38.68	$18.20	
	Total					**707.25**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
43	5/26/2015	2119	Esteban	Mendoza Soto	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2119	Esteban	Mendoza Soto	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2119	Esteban	Mendoza Soto	H2A	76	$75.00	$38.68	$18.20	
	6/16/2015	2119	Esteban	Mendoza Soto	H2A	72.5	$75.00	$38.68	$18.20	
	6/23/2015	2119	Esteban	Mendoza Soto	H2A	62.27	$80.00	$38.68	$18.20	
	6/30/2015	2119	Esteban	Mendoza Soto	H2A	72.01	$80.00	$38.68	$18.20	
	7/7/2015	2119	Esteban	Mendoza Soto	H2A	43.25	$80.00	$38.68	$18.20	
	7/14/2015	2119	Esteban	Mendoza Soto	H2A	70.51	$75.00	$38.68	$18.20	
	7/21/2015	2119	Esteban	Mendoza Soto	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2119	Esteban	Mendoza Soto	H2A	63.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/7/2015	2119	Esteban	Mendoza Soto	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**671.29**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
44	5/26/2015	2120	Gabriel	Lugo Morales	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2120	Gabriel	Lugo Morales	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2120	Gabriel	Lugo Morales	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2120	Gabriel	Lugo Morales	H2A	65.75	$75.00	$38.68	$18.20	
	6/23/2015	2120	Gabriel	Lugo Morales	H2A	62.25	$80.00	$38.68	$18.20	
	6/30/2015	2120	Gabriel	Lugo Morales	H2A	71.02	$80.00	$38.68	$18.20	
	7/7/2015	2120	Gabriel	Lugo Morales	H2A	77.26	$80.00	$38.68	$18.20	
	7/14/2015	2120	Gabriel	Lugo Morales	H2A	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2120	Gabriel	Lugo Morales	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2120	Gabriel	Lugo Morales	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2120	Gabriel	Lugo Morales	H2A	58.77	$75.00	$38.68	$18.20	
	Total					**700.04**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
45	5/26/2015	2121	Griseldo	Cervantes Aguilar	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2121	Griseldo	Cervantes Aguilar	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2121	Griseldo	Cervantes Aguilar	H2A	76	$75.00	$38.68	$18.20	
	6/16/2015	2121	Griseldo	Cervantes Aguilar	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2121	Griseldo	Cervantes Aguilar	H2A	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2121	Griseldo	Cervantes Aguilar	H2A	71.99	$80.00	$38.68	$18.20	
	7/7/2015	2121	Griseldo	Cervantes Aguilar	H2A	75.75	$80.00	$38.68	$18.20	
	7/14/2015	2121	Griseldo	Cervantes Aguilar	H2A	70.75	$75.00	$38.68	$18.20	
	7/21/2015	2121	Griseldo	Cervantes Aguilar	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2121	Griseldo	Cervantes Aguilar	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2121	Griseldo	Cervantes Aguilar	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**715.5**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
46	5/26/2015	2122	Honorato	Galindo Cervantes	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2122	Honorato	Galindo Cervantes	H2A	69	$75.00	$38.68	$18.20	
	6/9/2015	2122	Honorato	Galindo Cervantes	H2A	73.75	$75.00	$38.68	$18.20	
	6/16/2015	2122	Honorato	Galindo Cervantes	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2122	Honorato	Galindo Cervantes	H2A	72.26	$80.00	$38.68	$18.20	
	6/30/2015	2122	Honorato	Galindo Cervantes	H2A	70.75	$80.00	$38.68	$18.20	
	7/7/2015	2122	Honorato	Galindo Cervantes	H2A	76.5	$80.00	$38.68	$18.20	
	7/14/2015	2122	Honorato	Galindo Cervantes	H2A	72.48	$75.00	$38.68	$18.20	
	7/21/2015	2122	Honorato	Galindo Cervantes	H2A	57.49	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/28/2015	2122	Honorato	Galindo Cervantes	H2A	62.99	$75.00	$38.68	$18.20	
	8/7/2015	2122	Honorato	Galindo Cervantes	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**715**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
47	5/26/2015	2123	Irineo	Aguilar Marques	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2123	Irineo	Aguilar Marques	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2123	Irineo	Aguilar Marques	H2A	76	$75.00	$38.68	$18.20	
	6/16/2015	2123	Irineo	Aguilar Marques	H2A	74.01	$75.00	$38.68	$18.20	
	6/23/2015	2123	Irineo	Aguilar Marques	H2A	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2123	Irineo	Aguilar Marques	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2123	Irineo	Aguilar Marques	H2A	75.75	$80.00	$38.68	$18.20	
	7/14/2015	2123	Irineo	Aguilar Marques	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2123	Irineo	Aguilar Marques	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2123	Irineo	Aguilar Marques	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2123	Irineo	Aguilar Marques	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**715.02**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
48	5/26/2015	2124	J Santos	Soto Gurrola	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2124	J Santos	Soto Gurrola	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2124	J Santos	Soto Gurrola	H2A	41.97	$75.00	$38.68	$18.20	
	6/16/2015	2124	J Santos	Soto Gurrola	H2A	73.75	$75.00	$38.68	$18.20	
	6/23/2015	2124	J Santos	Soto Gurrola	H2A	69.01	$80.00	$38.68	$18.20	
	6/30/2015	2124	J Santos	Soto Gurrola	H2A	71	$80.00	$38.68	$18.20	
	7/7/2015	2124	J Santos	Soto Gurrola	H2A	68.5	$80.00	$38.68	$18.20	
	7/14/2015	2124	J Santos	Soto Gurrola	H2A	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2124	J Santos	Soto Gurrola	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2124	J Santos	Soto Gurrola	H2A	62.76	$75.00	$38.68	$18.20	
	8/7/2015	2124	J Santos	Soto Gurrola	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**671.51**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
49	5/26/2015	2125	Juan E	Galindo Cervantes	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2125	Juan E	Galindo Cervantes	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2125	Juan E	Galindo Cervantes	H2A	76	$75.00	$38.68	$18.20	
	6/16/2015	2125	Juan E	Galindo Cervantes	H2A	63.25	$75.00	$38.68	$18.20	
	6/23/2015	2125	Juan E	Galindo Cervantes	H2A	62.25	$80.00	$38.68	$18.20	
	6/30/2015	2125	Juan E	Galindo Cervantes	H2A	64.75	$80.00	$38.68	$18.20	
	7/7/2015	2125	Juan E	Galindo Cervantes	H2A	68.98	$80.00	$38.68	$18.20	
	7/14/2015	2125	Juan E	Galindo Cervantes	H2A	59.76	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/21/2015	2125	Juan E	Galindo Cervantes	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2125	Juan E	Galindo Cervantes	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2125	Juan E	Galindo Cervantes	H2A	54.25	$75.00	$38.68	$18.20	
	Total					**633.99**	**$840.00**	**$425.48**	**$200.20**	$1,465.68
50	5/26/2015	2126	Juan M	Cumplido Aguilar	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2126	Juan M	Cumplido Aguilar	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2126	Juan M	Cumplido Aguilar	H2A	76	$75.00	$38.68	$18.20	
	6/16/2015	2126	Juan M	Cumplido Aguilar	H2A	65.75	$75.00	$38.68	$18.20	
	6/23/2015	2126	Juan M	Cumplido Aguilar	H2A	62.25	$80.00	$38.68	$18.20	
	6/30/2015	2126	Juan M	Cumplido Aguilar	H2A	63.77	$80.00	$38.68	$18.20	
	7/7/2015	2126	Juan M	Cumplido Aguilar	H2A	54.5	$80.00	$38.68	$18.20	
	7/14/2015	2126	Juan M	Cumplido Aguilar	H2A	65.51	$75.00	$38.68	$18.20	
	7/21/2015	2126	Juan M	Cumplido Aguilar	H2A	57.49	$75.00	$38.68	$18.20	
	7/28/2015	2126	Juan M	Cumplido Aguilar	H2A	63.24	$75.00	$38.68	$18.20	
	8/7/2015	2126	Juan M	Cumplido Aguilar	H2A	58.77	$75.00	$38.68	$18.20	
	Total					**663.78**	**$840.00**	**$425.48**	**$200.20**	$1,465.68
51	5/26/2015	2127	Manuel	Martinez Cervantes	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2127	Manuel	Martinez Cervantes	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2127	Manuel	Martinez Cervantes	H2A	76.5	$75.00	$38.68	$18.20	
	6/16/2015	2127	Manuel	Martinez Cervantes	H2A	73.74	$75.00	$38.68	$18.20	
	6/23/2015	2127	Manuel	Martinez Cervantes	H2A	62.27	$80.00	$38.68	$18.20	
	6/30/2015	2127	Manuel	Martinez Cervantes	H2A	71.99	$80.00	$38.68	$18.20	
	7/7/2015	2127	Manuel	Martinez Cervantes	H2A	73.5	$80.00	$38.68	$18.20	
	7/14/2015	2127	Manuel	Martinez Cervantes	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2127	Manuel	Martinez Cervantes	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2127	Manuel	Martinez Cervantes	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2127	Manuel	Martinez Cervantes	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**703.5**	**$840.00**	**$425.48**	**$200.20**	$1,465.68
52	5/26/2015	2128	Norberto	Garcia Cervantes	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2128	Norberto	Garcia Cervantes	H2A	61.25	$75.00	$38.68	$18.20	
	6/9/2015	2128	Norberto	Garcia Cervantes	H2A	70.5	$75.00	$38.68	$18.20	
	6/16/2015	2128	Norberto	Garcia Cervantes	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2128	Norberto	Garcia Cervantes	H2A	69.74	$80.00	$38.68	$18.20	
	6/30/2015	2128	Norberto	Garcia Cervantes	H2A	70.99	$80.00	$38.68	$18.20	
	7/7/2015	2128	Norberto	Garcia Cervantes	H2A	72.26	$80.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/14/2015	2128	Norberto	Garcia Cervantes	H2A	66.99	$75.00	$38.68	$18.20	
	7/21/2015	2128	Norberto	Garcia Cervantes	H2A	57.49	$75.00	$38.68	$18.20	
	7/28/2015	2128	Norberto	Garcia Cervantes	H2A	63.01	$75.00	$38.68	$18.20	
	8/7/2015	2128	Norberto	Garcia Cervantes	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**692.01**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
53	5/26/2015	2129	Oscar J	Blanco Aguilar	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2129	Oscar J	Blanco Aguilar	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2129	Oscar J	Blanco Aguilar	H2A	76.5	$75.00	$38.68	$18.20	
	6/16/2015	2129	Oscar J	Blanco Aguilar	H2A	70.75	$75.00	$38.68	$18.20	
	6/23/2015	2129	Oscar J	Blanco Aguilar	H2A	72.99	$80.00	$38.68	$18.20	
	6/30/2015	2129	Oscar J	Blanco Aguilar	H2A	70.75	$80.00	$38.68	$18.20	
	7/7/2015	2129	Oscar J	Blanco Aguilar	H2A	76.51	$80.00	$38.68	$18.20	
	7/14/2015	2129	Oscar J	Blanco Aguilar	H2A	71.52	$75.00	$38.68	$18.20	
	7/21/2015	2129	Oscar J	Blanco Aguilar	H2A	57.49	$75.00	$38.68	$18.20	
	7/28/2015	2129	Oscar J	Blanco Aguilar	H2A	62.99	$75.00	$38.68	$18.20	
	8/7/2015	2129	Oscar J	Blanco Aguilar	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**715.03**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
54	5/26/2015	2130	Rafael	Cervantes Cumplido	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2130	Rafael	Cervantes Cumplido	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2130	Rafael	Cervantes Cumplido	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2130	Rafael	Cervantes Cumplido	H2A	72.25	$75.00	$38.68	$18.20	
	6/23/2015	2130	Rafael	Cervantes Cumplido	H2A	62.26	$80.00	$38.68	$18.20	
	6/30/2015	2130	Rafael	Cervantes Cumplido	H2A	71.74	$80.00	$38.68	$18.20	
	7/7/2015	2130	Rafael	Cervantes Cumplido	H2A	65.24	$80.00	$38.68	$18.20	
	7/14/2015	2130	Rafael	Cervantes Cumplido	H2A	53.76	$75.00	$38.68	$18.20	
	7/21/2015	2130	Rafael	Cervantes Cumplido	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2130	Rafael	Cervantes Cumplido	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2130	Rafael	Cervantes Cumplido	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**676.5**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
55	5/26/2015	2131	Rogelio	De La Cruz Morales	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2131	Rogelio	De La Cruz Morales	H2A	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2131	Rogelio	De La Cruz Morales	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2131	Rogelio	De La Cruz Morales	H2A	65.5	$75.00	$38.68	$18.20	
	6/23/2015	2131	Rogelio	De La Cruz Morales	H2A	69.75	$80.00	$38.68	$18.20	
	6/30/2015	2131	Rogelio	De La Cruz Morales	H2A	71.01	$80.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/7/2015	2131	Rogelio	De La Cruz Morales	H2A	54.51	$80.00	$38.68	$18.20	
	7/14/2015	2131	Rogelio	De La Cruz Morales	H2A	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2131	Rogelio	De La Cruz Morales	H2A	56.49	$75.00	$38.68	$18.20	
	7/28/2015	2131	Rogelio	De La Cruz Morales	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2131	Rogelio	De La Cruz Morales	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**683.28**	**$840.00**	**$425.48**	**$200.20**	$1,465.68
56	5/26/2015	2132	Trinidad	Aguilar Soto	H2A	27	$75.00	$38.68	$18.20	
	6/2/2015	2132	Trinidad	Aguilar Soto	H2A	69.75	$75.00	$38.68	$18.20	
	6/9/2015	2132	Trinidad	Aguilar Soto	H2A	76.25	$75.00	$38.68	$18.20	
	6/16/2015	2132	Trinidad	Aguilar Soto	H2A	57	$75.00	$38.68	$18.20	
	6/23/2015	2132	Trinidad	Aguilar Soto	H2A	72.99	$80.00	$38.68	$18.20	
	6/30/2015	2132	Trinidad	Aguilar Soto	H2A	70.75	$80.00	$38.68	$18.20	
	7/7/2015	2132	Trinidad	Aguilar Soto	H2A	73.01	$80.00	$38.68	$18.20	
	7/14/2015	2132	Trinidad	Aguilar Soto	H2A	71.98	$75.00	$38.68	$18.20	
	7/21/2015	2132	Trinidad	Aguilar Soto	H2A	56.49	$75.00	$38.68	$18.20	
	7/28/2015	2132	Trinidad	Aguilar Soto	H2A	62.74	$75.00	$38.68	$18.20	
	8/7/2015	2132	Trinidad	Aguilar Soto	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**696.74**	**$840.00**	**$425.48**	**$200.20**	$1,465.68
57	6/9/2015	2140	Pedro	Chargoy Escudero	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2140	Pedro	Chargoy Escudero	H2A	74	$75.00	$38.68	$18.20	
	6/23/2015	2140	Pedro	Chargoy Escudero	H2A	71.48	$80.00	$38.68	$18.20	
	6/30/2015	2140	Pedro	Chargoy Escudero	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2140	Pedro	Chargoy Escudero	H2A	74.75	$80.00	$38.68	$18.20	
	7/14/2015	2140	Pedro	Chargoy Escudero	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2140	Pedro	Chargoy Escudero	H2A	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2140	Pedro	Chargoy Escudero	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2140	Pedro	Chargoy Escudero	H2A	59.5	$75.00	$38.68	$18.20	
	Total					**574.98**	**$690.00**	**$348.12**	**$163.80**	$1,201.92
58	6/9/2015	2141	Alvaro	Vargas Venegas	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2141	Alvaro	Vargas Venegas	H2A	63.25	$75.00	$38.68	$18.20	
	6/23/2015	2141	Alvaro	Vargas Venegas	H2A	80.23	$80.00	$38.68	$18.20	
	6/30/2015	2141	Alvaro	Vargas Venegas	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2141	Alvaro	Vargas Venegas	H2A	74.74	$80.00	$38.68	$18.20	
	7/14/2015	2141	Alvaro	Vargas Venegas	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2141	Alvaro	Vargas Venegas	H2A	57.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/28/2015	2141	Alvaro	Vargas Venegas	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2141	Alvaro	Vargas Venegas	H2A	59.5	$75.00	$38.68	$18.20	
	Total					**573.47**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
59	6/9/2015	2142	Armando	Tapia Barbosa	H2A	11	$75.00	$38.68	$18.20	
	6/16/2015	2142	Armando	Tapia Barbosa	H2A	95.24	$75.00	$38.68	$18.20	
	6/23/2015	2142	Armando	Tapia Barbosa	H2A	72.74	$80.00	$38.68	$18.20	
	6/30/2015	2142	Armando	Tapia Barbosa	H2A	72	$80.00	$38.68	$18.20	
	7/7/2015	2142	Armando	Tapia Barbosa	H2A	75.75	$80.00	$38.68	$18.20	
	7/14/2015	2142	Armando	Tapia Barbosa	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2142	Armando	Tapia Barbosa	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2142	Armando	Tapia Barbosa	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2142	Armando	Tapia Barbosa	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**575.48**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
60	6/9/2015	2143	Alejandro	Romero Arrendondo	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2143	Alejandro	Romero Arrendondo	H2A	52.51	$75.00	$38.68	$18.20	
	6/23/2015	2143	Alejandro	Romero Arrendondo	H2A	82.24	$80.00	$38.68	$18.20	
	6/30/2015	2143	Alejandro	Romero Arrendondo	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2143	Alejandro	Romero Arrendondo	H2A	70.49	$80.00	$38.68	$18.20	
	7/14/2015	2143	Alejandro	Romero Arrendondo	H2A	70.26	$75.00	$38.68	$18.20	
	7/21/2015	2143	Alejandro	Romero Arrendondo	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2143	Alejandro	Romero Arrendondo	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2143	Alejandro	Romero Arrendondo	H2A	59.24	$75.00	$38.68	$18.20	
	Total					**559.74**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
61	6/9/2015	2144	Jose L	Silva Lopez	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2144	Jose L	Silva Lopez	H2A	52.5	$75.00	$38.68	$18.20	
	6/23/2015	2144	Jose L	Silva Lopez	H2A	82.23	$80.00	$38.68	$18.20	
	6/30/2015	2144	Jose L	Silva Lopez	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2144	Jose L	Silva Lopez	H2A	74.75	$80.00	$38.68	$18.20	
	7/14/2015	2144	Jose L	Silva Lopez	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2144	Jose L	Silva Lopez	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2144	Jose L	Silva Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2144	Jose L	Silva Lopez	H2A	59.5	$75.00	$38.68	$18.20	
	Total					**564.73**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
62	6/9/2015	2146	Gustavo	Cuellar Romero	H2A	32.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/16/2015	2146	Gustavo	Cuellar Romero	H2A	52.51	$75.00	$38.68	$18.20	
	6/23/2015	2146	Gustavo	Cuellar Romero	H2A	82.24	$80.00	$38.68	$18.20	
	6/30/2015	2146	Gustavo	Cuellar Romero	H2A	71	$80.00	$38.68	$18.20	
	7/7/2015	2146	Gustavo	Cuellar Romero	H2A	64.51	$0.00	$38.68	$18.20	
	7/14/2015	2146	Gustavo	Cuellar Romero	H2A	70.51	$0.00	$38.68	$18.20	
	7/21/2015	2146	Gustavo	Cuellar Romero	H2A	57.75	$0.00	$38.68	$18.20	
	7/28/2015	2146	Gustavo	Cuellar Romero	H2A	63.25	$0.00	$38.68	$18.20	
	8/7/2015	2146	Gustavo	Cuellar Romero	H2A	59.5	$0.00	$38.68	$18.20	
	Total					**554.02**	**$310.00**	**$348.12**	**$163.80**	**$821.92**
63	6/30/2015	2147	Oscar R	Franco Varga	H2A	10.75	$80.00	$38.68	$18.20	
	Total					**10.75**	**$80.00**	**$38.68**	**$18.20**	**$136.88**
64	6/9/2015	2148	Jorge L	Garcia Raya	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2148	Jorge L	Garcia Raya	H2A	49	$75.00	$38.68	$18.20	
	6/23/2015	2148	Jorge L	Garcia Raya	H2A	71.49	$80.00	$38.68	$18.20	
	Total					**153.24**	**$230.00**	**$116.04**	**$54.60**	**$400.64**
65	6/9/2015	2149	Martin	Hurtado Olvera	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2149	Martin	Hurtado Olvera	H2A	67.76	$75.00	$38.68	$18.20	
	6/23/2015	2149	Martin	Hurtado Olvera	H2A	72.74	$80.00	$38.68	$18.20	
	6/30/2015	2149	Martin	Hurtado Olvera	H2A	70.76	$80.00	$38.68	$18.20	
	7/7/2015	2149	Martin	Hurtado Olvera	H2A	77.26	$80.00	$38.68	$18.20	
	7/14/2015	2149	Martin	Hurtado Olvera	H2A	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2149	Martin	Hurtado Olvera	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2149	Martin	Hurtado Olvera	H2A	62.99	$75.00	$38.68	$18.20	
	8/7/2015	2149	Martin	Hurtado Olvera	H2A	58.75	$75.00	$38.68	$18.20	
	Total					**571.25**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
66	6/9/2015	2150	Manuel	Garcia Delgado	H2A	32.75	$75.00	$38.68	$18.20	
	Total					**32.75**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
67	6/9/2015	2152	Luis A	Hernandez Zavala	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2152	Luis A	Hernandez Zavala	H2A	74.25	$75.00	$38.68	$18.20	
	6/23/2015	2152	Luis A	Hernandez Zavala	H2A	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2152	Luis A	Hernandez Zavala	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2152	Luis A	Hernandez Zavala	H2A	74.75	$80.00	$38.68	$18.20	
	7/14/2015	2152	Luis A	Hernandez Zavala	H2A	70.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/21/2015	2152	Luis A	Hernandez Zavala	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2152	Luis A	Hernandez Zavala	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2152	Luis A	Hernandez Zavala	H2A	59.5	$75.00	$38.68	$18.20	
	Total					**574.74**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
68	6/9/2015	2153	Luis A	Luna Gonzalez	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2153	Luis A	Luna Gonzalez	H2A	46.5	$75.00	$38.68	$18.20	
	6/23/2015	2153	Luis A	Luna Gonzalez	H2A	84.99	$80.00	$38.68	$18.20	
	6/30/2015	2153	Luis A	Luna Gonzalez	H2A	71	$80.00	$38.68	$18.20	
	7/7/2015	2153	Luis A	Luna Gonzalez	H2A	29.25	$80.00	$38.68	$18.20	
	7/14/2015	2153	Luis A	Luna Gonzalez	H2A	71.5	$75.00	$38.68	$18.20	
	7/21/2015	2153	Luis A	Luna Gonzalez	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2153	Luis A	Luna Gonzalez	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2153	Luis A	Luna Gonzalez	H2A	58.78	$75.00	$38.68	$18.20	
	Total					**515.27**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
69	6/9/2015	2154	Adan	Godinez Barcenas	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2154	Adan	Godinez Barcenas	H2A	61	$75.00	$38.68	$18.20	
	6/23/2015	2154	Adan	Godinez Barcenas	H2A	82.24	$80.00	$38.68	$18.20	
	6/30/2015	2154	Adan	Godinez Barcenas	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2154	Adan	Godinez Barcenas	H2A	74.74	$80.00	$38.68	$18.20	
	7/14/2015	2154	Adan	Godinez Barcenas	H2A	67	$75.00	$38.68	$18.20	
	7/21/2015	2154	Adan	Godinez Barcenas	H2A	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2154	Adan	Godinez Barcenas	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2154	Adan	Godinez Barcenas	H2A	59.25	$75.00	$38.68	$18.20	
	Total					**569.73**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
70	6/9/2015	2155	Nicolas	Arroyo Alonso	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2155	Nicolas	Arroyo Alonso	H2A	74.25	$75.00	$38.68	$18.20	
	6/23/2015	2155	Nicolas	Arroyo Alonso	H2A	71.48	$80.00	$38.68	$18.20	
	6/30/2015	2155	Nicolas	Arroyo Alonso	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2155	Nicolas	Arroyo Alonso	H2A	74.73	$80.00	$38.68	$18.20	
	7/14/2015	2155	Nicolas	Arroyo Alonso	H2A	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2155	Nicolas	Arroyo Alonso	H2A	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2155	Nicolas	Arroyo Alonso	H2A	63.25	$75.00	$38.68	$18.20	
	8/7/2015	2155	Nicolas	Arroyo Alonso	H2A	59.25	$75.00	$38.68	$18.20	
	Total					**574.96**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
71	6/9/2015	2156	Jose M	Jacobo Ramirez	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2156	Jose M	Jacobo Ramirez	H2A	63.26	$75.00	$38.68	$18.20	
	6/23/2015	2156	Jose M	Jacobo Ramirez	H2A	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2156	Jose M	Jacobo Ramirez	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2156	Jose M	Jacobo Ramirez	H2A	75.75	$80.00	$38.68	$18.20	
	7/14/2015	2156	Jose M	Jacobo Ramirez	H2A	70.25	$75.00	$38.68	$18.20	
	7/21/2015	2156	Jose M	Jacobo Ramirez	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2156	Jose M	Jacobo Ramirez	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2156	Jose M	Jacobo Ramirez	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**562.5**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
72	6/9/2015	2157	Erick G	Garcia Cardos	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2157	Erick G	Garcia Cardos	H2A	74.25	$75.00	$38.68	$18.20	
	6/23/2015	2157	Erick G	Garcia Cardos	H2A	71.5	$80.00	$38.68	$18.20	
	6/30/2015	2157	Erick G	Garcia Cardos	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2157	Erick G	Garcia Cardos	H2A	75.24	$80.00	$38.68	$18.20	
	7/14/2015	2157	Erick G	Garcia Cardos	H2A	70.24	$75.00	$38.68	$18.20	
	7/21/2015	2157	Erick G	Garcia Cardos	H2A	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2157	Erick G	Garcia Cardos	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2157	Erick G	Garcia Cardos	H2A	59.5	$75.00	$38.68	$18.20	
	Total					**575.23**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
73	6/9/2015	2159	Juan	Ramirez Chavez	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2159	Juan	Ramirez Chavez	H2A	74.24	$75.00	$38.68	$18.20	
	6/23/2015	2159	Juan	Ramirez Chavez	H2A	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2159	Juan	Ramirez Chavez	H2A	71.5	$80.00	$38.68	$18.20	
	7/7/2015	2159	Juan	Ramirez Chavez	H2A	75.25	$80.00	$38.68	$18.20	
	7/14/2015	2159	Juan	Ramirez Chavez	H2A	70.25	$75.00	$38.68	$18.20	
	7/21/2015	2159	Juan	Ramirez Chavez	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2159	Juan	Ramirez Chavez	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2159	Juan	Ramirez Chavez	H2A	59	$75.00	$38.68	$18.20	
	Total					**573.98**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
74	6/9/2015	2160	Miguel A	Elizondo Soto	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2160	Miguel A	Elizondo Soto	H2A	51.51	$75.00	$38.68	$18.20	
	6/23/2015	2160	Miguel A	Elizondo Soto	H2A	82.23	$80.00	$38.68	$18.20	
	6/30/2015	2160	Miguel A	Elizondo Soto	H2A	10.75	$80.00	$38.68	$18.20	
	7/7/2015	2160	Miguel A	Elizondo Soto	H2A	43	$80.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/14/2015	2160	Miguel A	Elizondo Soto	H2A	70.51	$75.00	$38.68	$18.20	
	7/21/2015	2160	Miguel A	Elizondo Soto	H2A	57.75	$0.00	$38.68	$18.20	
	7/28/2015	2160	Miguel A	Elizondo Soto	H2A	63.25	$0.00	$38.68	$18.20	
	8/7/2015	2160	Miguel A	Elizondo Soto	H2A	59.25	$0.00	$38.68	$18.20	
	Total					**471**	**$465.00**	**$348.12**	**$163.80**	**$976.92**
75	6/9/2015	2161	Pedro	Zavala Almanza	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2161	Pedro	Zavala Almanza	H2A	61.74	$75.00	$38.68	$18.20	
	6/23/2015	2161	Pedro	Zavala Almanza	H2A	82	$80.00	$38.68	$18.20	
	6/30/2015	2161	Pedro	Zavala Almanza	H2A	71.74	$80.00	$38.68	$18.20	
	7/7/2015	2161	Pedro	Zavala Almanza	H2A	75.25	$0.00	$38.68	$18.20	
	7/14/2015	2161	Pedro	Zavala Almanza	H2A	70.5	$0.00	$38.68	$18.20	
	7/21/2015	2161	Pedro	Zavala Almanza	H2A	57.25	$0.00	$38.68	$18.20	
	7/28/2015	2161	Pedro	Zavala Almanza	H2A	63	$0.00	$38.68	$18.20	
	8/7/2015	2161	Pedro	Zavala Almanza	H2A	59.5	$0.00	$38.68	$18.20	
	Total					**573.73**	**$310.00**	**$348.12**	**$163.80**	**$821.92**
76	6/9/2015	2162	Nocolas	Vallejo Rojas	H2A	32	$75.00	$38.68	$18.20	
	6/23/2015	2162	Nocolas	Vallejo Rojas	H2A	68.47	$80.00	$38.68	$18.20	
	Total					**100.47**	**$155.00**	**$77.36**	**$36.40**	**$268.76**
77	6/9/2015	2164	Rodrigo	Raya Tapia	H2A	32.75	$75.00	$38.68	$18.20	
	6/16/2015	2164	Rodrigo	Raya Tapia	H2A	63.25	$75.00	$38.68	$18.20	
	6/23/2015	2164	Rodrigo	Raya Tapia	H2A	82.25	$80.00	$38.68	$18.20	
	6/30/2015	2164	Rodrigo	Raya Tapia	H2A	41.25	$80.00	$38.68	$18.20	
	7/7/2015	2164	Rodrigo	Raya Tapia	H2A	10.5	$0.00	$38.68	$18.20	
	7/14/2015	2164	Rodrigo	Raya Tapia	H2A	67	$0.00	$38.68	$18.20	
	7/21/2015	2164	Rodrigo	Raya Tapia	H2A	57	$0.00	$38.68	$18.20	
	7/28/2015	2164	Rodrigo	Raya Tapia	H2A	63.25	$0.00	$38.68	$18.20	
	8/7/2015	2164	Rodrigo	Raya Tapia	H2A	57.75	$0.00	$38.68	$18.20	
	Total					**475**	**$310.00**	**$348.12**	**$163.80**	**$821.92**
78	6/9/2015	2165	Vicente	Lara Amador	H2A	27.5	$75.00	$38.68	$18.20	
	6/16/2015	2165	Vicente	Lara Amador	H2A	63.25	$75.00	$38.68	$18.20	
	6/23/2015	2165	Vicente	Lara Amador	H2A	72.49	$80.00	$38.68	$18.20	
	6/30/2015	2165	Vicente	Lara Amador	H2A	72.52	$80.00	$38.68	$18.20	
	7/7/2015	2165	Vicente	Lara Amador	H2A	74.75	$80.00	$38.68	$18.20	
	7/14/2015	2165	Vicente	Lara Amador	H2A	70.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/21/2015	2165	Vicente	Lara Amador	H2A	54.04	$75.00	$38.68	$18.20	
	7/28/2015	2165	Vicente	Lara Amador	H2A	66.75	$75.00	$38.68	$18.20	
	8/4/2015	2165	Vicente	Lara Amador	H2A	67.25	$75.00	$38.68	$18.20	
	8/11/2015	2165	Vicente	Lara Amador	H2A	70.03	$75.00	$38.68	$18.20	
	8/18/2015	2165	Vicente	Lara Amador	H2A	64.27	$75.00	$38.68	$18.20	
	8/25/2015	2165	Vicente	Lara Amador	H2A	65.5	$75.00	$38.68	$18.20	
	9/1/2015	2165	Vicente	Lara Amador	H2A	70	$75.00	$38.68	$18.20	
	9/8/2015	2165	Vicente	Lara Amador	H2A	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2165	Vicente	Lara Amador	H2A	61.25	$75.00	$38.68	$18.20	
	9/22/2015	2165	Vicente	Lara Amador	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2165	Vicente	Lara Amador	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1077.35**	**$1,290.00**	**$657.56**	**$309.40**	**$2,256.96**
79	6/9/2015	2166	Omar	Garcia Ramirez	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2166	Omar	Garcia Ramirez	H2A	72.99	$75.00	$38.68	$18.20	
	6/23/2015	2166	Omar	Garcia Ramirez	H2A	71.48	$80.00	$38.68	$18.20	
	6/30/2015	2166	Omar	Garcia Ramirez	H2A	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2166	Omar	Garcia Ramirez	H2A	74.75	$80.00	$38.68	$18.20	
	7/14/2015	2166	Omar	Garcia Ramirez	H2A	70.26	$75.00	$38.68	$18.20	
	7/21/2015	2166	Omar	Garcia Ramirez	H2A	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2166	Omar	Garcia Ramirez	H2A	63	$75.00	$38.68	$18.20	
	8/7/2015	2166	Omar	Garcia Ramirez	H2A	57.75	$75.00	$38.68	$18.20	
	Total					**571.23**	**$690.00**	**$348.12**	**$163.80**	**$1,201.92**
80	6/9/2015	2167	Dario	Morales Acosta	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2167	Dario	Morales Acosta	H2A	69.75	$75.00	$38.68	$18.20	
	7/14/2015	2167	Dario	Morales Acosta	H2A	71.5	$75.00	$38.68	$18.20	
	7/21/2015	2167	Dario	Morales Acosta	H2A	57.49	$75.00	$38.68	$18.20	
	7/28/2015	2167	Dario	Morales Acosta	H2A	62.99	$75.00	$38.68	$18.20	
	8/7/2015	2167	Dario	Morales Acosta	H2A	58.5	$75.00	$38.68	$18.20	
	Total					**352.23**	**$450.00**	**$232.08**	**$109.20**	**$791.28**
81	6/9/2015	2168	Armando	Guillen Segovia	H2A	32.75	$0.00	$38.68	$18.20	
	6/16/2015	2168	Armando	Guillen Segovia	H2A	64	$0.00	$38.68	$18.20	
	6/23/2015	2168	Armando	Guillen Segovia	H2A	84.24	$0.00	$38.68	$18.20	
	6/30/2015	2168	Armando	Guillen Segovia	H2A	73.03	$0.00	$38.68	$18.20	
	7/7/2015	2168	Armando	Guillen Segovia	H2A	77.99	$0.00	$38.68	$18.20	
	7/14/2015	2168	Armando	Guillen Segovia	H2A	75.01	$0.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/21/2015	2168	Armando	Guillen Segovia	H2A	59.75	$0.00	$38.68	$18.20	
	7/28/2015	2168	Armando	Guillen Segovia	H2A	67.25	$0.00	$38.68	$18.20	
	8/4/2015	2168	Armando	Guillen Segovia	H2A	59.5	$0.00	$38.68	$18.20	
	8/11/2015	2168	Armando	Guillen Segovia	H2A	64.5	$0.00	$38.68	$18.20	
	8/18/2015	2168	Armando	Guillen Segovia	H2A	67.25	$0.00	$38.68	$18.20	
	8/25/2015	2168	Armando	Guillen Segovia	H2A	68.98	$0.00	$38.68	$18.20	
	9/1/2015	2168	Armando	Guillen Segovia	H2A	73.5	$0.00	$38.68	$18.20	
	9/8/2015	2168	Armando	Guillen Segovia	H2A	75.5	$0.00	$38.68	$18.20	
	9/15/2015	2168	Armando	Guillen Segovia	H2A	62.5	$0.00	$38.68	$18.20	
	9/22/2015	2168	Armando	Guillen Segovia	H2A	58.25	$0.00	$38.68	$18.20	
	9/29/2015	2168	Armando	Guillen Segovia	H2A	46.75	$0.00	$38.68	$18.20	
	Total					**1110.75**	**$0.00**	**$657.56**	**$309.40**	**$966.96**
82	6/9/2015	2169	Jose M	Villasenor Vargas	H2A	30	$75.00	$38.68	$18.20	
	6/16/2015	2169	Jose M	Villasenor Vargas	H2A	63.75	$75.00	$38.68	$18.20	
	6/23/2015	2169	Jose M	Villasenor Vargas	H2A	83.51	$80.00	$38.68	$18.20	
	6/30/2015	2169	Jose M	Villasenor Vargas	H2A	66.26	$80.00	$38.68	$18.20	
	7/7/2015	2169	Jose M	Villasenor Vargas	H2A	76.52	$80.00	$38.68	$18.20	
	7/14/2015	2169	Jose M	Villasenor Vargas	H2A	42.74	$75.00	$38.68	$18.20	
	7/21/2015	2169	Jose M	Villasenor Vargas	H2A	37.25	$75.00	$38.68	$18.20	
	7/28/2015	2169	Jose M	Villasenor Vargas	H2A	65.23	$75.00	$38.68	$18.20	
	8/4/2015	2169	Jose M	Villasenor Vargas	H2A	59.53	$75.00	$38.68	$18.20	
	8/11/2015	2169	Jose M	Villasenor Vargas	H2A	64.25	$75.00	$38.68	$18.20	
	8/18/2015	2169	Jose M	Villasenor Vargas	H2A	66.01	$75.00	$38.68	$18.20	
	8/25/2015	2169	Jose M	Villasenor Vargas	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2169	Jose M	Villasenor Vargas	H2A	77	$75.00	$38.68	$18.20	
	9/8/2015	2169	Jose M	Villasenor Vargas	H2A	74.01	$75.00	$38.68	$18.20	
	9/15/2015	2169	Jose M	Villasenor Vargas	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2169	Jose M	Villasenor Vargas	H2A	57.99	$75.00	$38.68	$18.20	
	9/29/2015	2169	Jose M	Villasenor Vargas	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1039.54**	**$1,290.00**	**$657.56**	**$309.40**	**$2,256.96**
83	6/9/2015	2170	Ricardo	Santoyo Castro	H2A	32	$75.00	$38.68	$18.20	
	6/16/2015	2170	Ricardo	Santoyo Castro	H2A	72.22	$75.00	$38.68	$18.20	
	6/23/2015	2170	Ricardo	Santoyo Castro	H2A	72.73	$80.00	$38.68	$18.20	
	6/30/2015	2170	Ricardo	Santoyo Castro	H2A	71	$80.00	$38.68	$18.20	
	7/7/2015	2170	Ricardo	Santoyo Castro	H2A	76.76	$80.00	$38.68	$18.20	
	7/14/2015	2170	Ricardo	Santoyo Castro	H2A	71.76	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/21/2015	2170	Ricardo	Santoyo Castro	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2170	Ricardo	Santoyo Castro	H2A	63.01	$75.00	$38.68	$18.20	
	8/4/2015	2170	Ricardo	Santoyo Castro	H2A	58.5	$75.00	$38.68	$18.20	
	8/11/2015	2170	Ricardo	Santoyo Castro	H2A	66	$75.00	$38.68	$18.20	
	8/18/2015	2170	Ricardo	Santoyo Castro	H2A	65.49	$75.00	$38.68	$18.20	
	8/25/2015	2170	Ricardo	Santoyo Castro	H2A	66.51	$75.00	$38.68	$18.20	
	9/1/2015	2170	Ricardo	Santoyo Castro	H2A	70.25	$75.00	$38.68	$18.20	
	9/8/2015	2170	Ricardo	Santoyo Castro	H2A	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2170	Ricardo	Santoyo Castro	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2170	Ricardo	Santoyo Castro	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2170	Ricardo	Santoyo Castro	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**1081.73**	**$1,290.00**	**$657.56**	**$309.40**	**$2,256.96**
84	6/30/2015	2185	Daniel	Aponte Rodriguez	H2A	31	$80.00	$38.68	$18.20	
	7/7/2015	2185	Daniel	Aponte Rodriguez	H2A	53.74	$80.00	$38.68	$18.20	
	Total					**84.74**	**$160.00**	**$77.36**	**$36.40**	**$273.76**
85	6/30/2015	2186	Carlos R	Justiniano Soto	H2A	23	$80.00	$38.68	$18.20	
	7/7/2015	2186	Carlos R	Justiniano Soto	H2A	52.74	$80.00	$38.68	$18.20	
	7/14/2015	2186	Carlos R	Justiniano Soto	H2A	22.74	$75.00	$38.68	$18.20	
	7/21/2015	2186	Carlos R	Justiniano Soto	H2A	30.75	$75.00	$38.68	$18.20	
	7/28/2015	2186	Carlos R	Justiniano Soto	H2A	34.25	$75.00	$38.68	$18.20	
	8/4/2015	2186	Carlos R	Justiniano Soto	H2A	27.53	$75.00	$38.68	$18.20	
	Total					**191.01**	**$460.00**	**$232.08**	**$109.20**	**$801.28**
86	6/30/2015	2187	Johnny	Aponte Rodriguez	H2A	39.5	$80.00	$38.68	$18.20	
	7/7/2015	2187	Johnny	Aponte Rodriguez	H2A	43.49	$80.00	$38.68	$18.20	
	Total					**82.99**	**$160.00**	**$77.36**	**$36.40**	**$273.76**
87	7/7/2015	2188	Gaspar	Gonzalez Jaimes	H2A	43.51	$80.00	$38.68	$18.20	
	7/14/2015	2188	Gaspar	Gonzalez Jaimes	H2A	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2188	Gaspar	Gonzalez Jaimes	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2188	Gaspar	Gonzalez Jaimes	H2A	62.99	$75.00	$38.68	$18.20	
	8/4/2015	2188	Gaspar	Gonzalez Jaimes	H2A	58.78	$75.00	$38.68	$18.20	
	8/11/2015	2188	Gaspar	Gonzalez Jaimes	H2A	64.25	$75.00	$38.68	$18.20	
	8/18/2015	2188	Gaspar	Gonzalez Jaimes	H2A	67.25	$75.00	$38.68	$18.20	
	8/25/2015	2188	Gaspar	Gonzalez Jaimes	H2A	67.98	$75.00	$38.68	$18.20	
	9/1/2015	2188	Gaspar	Gonzalez Jaimes	H2A	71.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/8/2015	2188	Gaspar	Gonzalez Jaimes	H2A	74.01	$75.00	$38.68	$18.20	
	9/15/2015	2188	Gaspar	Gonzalez Jaimes	H2A	61	$75.00	$38.68	$18.20	
	9/22/2015	2188	Gaspar	Gonzalez Jaimes	H2A	57.75	$75.00	$38.68	$18.20	
	9/29/2015	2188	Gaspar	Gonzalez Jaimes	H2A	46.49	$75.00	$38.68	$18.20	
	Total					**804.5**	**$980.00**	**$502.84**	**$236.60**	**$1,719.44**
88	7/7/2015	2189	Juan	Santos Urquiza	H2A	44.25	$80.00	$38.68	$18.20	
	7/14/2015	2189	Juan	Santos Urquiza	H2A	72.01	$75.00	$38.68	$18.20	
	7/21/2015	2189	Juan	Santos Urquiza	H2A	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2189	Juan	Santos Urquiza	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2189	Juan	Santos Urquiza	H2A	58.53	$75.00	$38.68	$18.20	
	8/11/2015	2189	Juan	Santos Urquiza	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2189	Juan	Santos Urquiza	H2A	64.27	$75.00	$38.68	$18.20	
	8/25/2015	2189	Juan	Santos Urquiza	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2189	Juan	Santos Urquiza	H2A	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2189	Juan	Santos Urquiza	H2A	69.51	$75.00	$38.68	$18.20	
	9/15/2015	2189	Juan	Santos Urquiza	H2A	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2189	Juan	Santos Urquiza	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2189	Juan	Santos Urquiza	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**798.81**	**$980.00**	**$502.84**	**$236.60**	**$1,719.44**
89	7/21/2015	2209	Rogelio	Santiz Perez	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2209	Rogelio	Santiz Perez	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2209	Rogelio	Santiz Perez	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2209	Rogelio	Santiz Perez	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2209	Rogelio	Santiz Perez	H2A	64	$75.00	$38.68	$18.20	
	8/25/2015	2209	Rogelio	Santiz Perez	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2209	Rogelio	Santiz Perez	H2A	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2209	Rogelio	Santiz Perez	H2A	52.25	$75.00	$38.68	$18.20	
	9/15/2015	2209	Rogelio	Santiz Perez	H2A	51	$75.00	$38.68	$18.20	
	9/22/2015	2209	Rogelio	Santiz Perez	H2A	58.02	$75.00	$38.68	$18.20	
	9/29/2015	2209	Rogelio	Santiz Perez	H2A	46.49	$75.00	$38.68	$18.20	
	Total					**621.75**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
90	7/21/2015	2210	Jose R	Lopez Mendez	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2210	Jose R	Lopez Mendez	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2210	Jose R	Lopez Mendez	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2210	Jose R	Lopez Mendez	H2A	64.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/18/2015	2210	Jose R	Lopez Mendez	H2A	64.74	$75.00	$38.68	$18.20	
	8/25/2015	2210	Jose R	Lopez Mendez	H2A	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2210	Jose R	Lopez Mendez	H2A	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2210	Jose R	Lopez Mendez	H2A	73.99	$75.00	$38.68	$18.20	
	9/15/2015	2210	Jose R	Lopez Mendez	H2A	51	$75.00	$38.68	$18.20	
	Total					**539.72**	**$675.00**	**$348.12**	**$163.80**	**$1,186.92**
91	7/21/2015	2211	Herlindo	Hernandez Perez	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2211	Herlindo	Hernandez Perez	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2211	Herlindo	Hernandez Perez	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2211	Herlindo	Hernandez Perez	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2211	Herlindo	Hernandez Perez	H2A	64.49	$75.00	$38.68	$18.20	
	8/25/2015	2211	Herlindo	Hernandez Perez	H2A	68	$75.00	$38.68	$18.20	
	9/1/2015	2211	Herlindo	Hernandez Perez	H2A	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2211	Herlindo	Hernandez Perez	H2A	74	$75.00	$38.68	$18.20	
	9/15/2015	2211	Herlindo	Hernandez Perez	H2A	51	$75.00	$38.68	$18.20	
	Total					**539.49**	**$675.00**	**$348.12**	**$163.80**	**$1,186.92**
92	7/21/2015	2212	Gilberto	Flores Montero	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2212	Gilberto	Flores Montero	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2212	Gilberto	Flores Montero	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2212	Gilberto	Flores Montero	H2A	64.51	$75.00	$38.68	$18.20	
	8/18/2015	2212	Gilberto	Flores Montero	H2A	64.5	$75.00	$38.68	$18.20	
	8/25/2015	2212	Gilberto	Flores Montero	H2A	67.98	$75.00	$38.68	$18.20	
	9/1/2015	2212	Gilberto	Flores Montero	H2A	72.26	$75.00	$38.68	$18.20	
	9/8/2015	2212	Gilberto	Flores Montero	H2A	74	$75.00	$38.68	$18.20	
	9/15/2015	2212	Gilberto	Flores Montero	H2A	60.5	$75.00	$38.68	$18.20	
	9/22/2015	2212	Gilberto	Flores Montero	H2A	57.5	$75.00	$38.68	$18.20	
	9/29/2015	2212	Gilberto	Flores Montero	H2A	46.75	$75.00	$38.68	$18.20	
	Total					**653.75**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
93	7/21/2015	2213	Francisco	Santis Morales	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2213	Francisco	Santis Morales	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2213	Francisco	Santis Morales	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2213	Francisco	Santis Morales	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2213	Francisco	Santis Morales	H2A	64.49	$75.00	$38.68	$18.20	
	8/25/2015	2213	Francisco	Santis Morales	H2A	68	$75.00	$38.68	$18.20	
	9/1/2015	2213	Francisco	Santis Morales	H2A	72	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/8/2015	2213	Francisco	Santis Morales	H2A	73.99	$75.00	$38.68	$18.20	
	9/15/2015	2213	Francisco	Santis Morales	H2A	61.25	$75.00	$38.68	$18.20	
	9/22/2015	2213	Francisco	Santis Morales	H2A	58	$75.00	$38.68	$18.20	
	9/29/2015	2213	Francisco	Santis Morales	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**654.48**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
94	7/21/2015	2214	Fernando	Gomez Lopez	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2214	Fernando	Gomez Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2214	Fernando	Gomez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2214	Fernando	Gomez Lopez	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2214	Fernando	Gomez Lopez	H2A	64.49	$75.00	$38.68	$18.20	
	8/25/2015	2214	Fernando	Gomez Lopez	H2A	68.01	$75.00	$38.68	$18.20	
	9/1/2015	2214	Fernando	Gomez Lopez	H2A	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2214	Fernando	Gomez Lopez	H2A	73.99	$75.00	$38.68	$18.20	
	9/15/2015	2214	Fernando	Gomez Lopez	H2A	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2214	Fernando	Gomez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	9/29/2015	2214	Fernando	Gomez Lopez	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**653.49**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
95	7/21/2015	2215	Domingo	Lopez Lopez	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2215	Domingo	Lopez Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2215	Domingo	Lopez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2215	Domingo	Lopez Lopez	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2215	Domingo	Lopez Lopez	H2A	64.49	$75.00	$38.68	$18.20	
	8/25/2015	2215	Domingo	Lopez Lopez	H2A	68	$75.00	$38.68	$18.20	
	9/1/2015	2215	Domingo	Lopez Lopez	H2A	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2215	Domingo	Lopez Lopez	H2A	74	$75.00	$38.68	$18.20	
	9/15/2015	2215	Domingo	Lopez Lopez	H2A	61.5	$75.00	$38.68	$18.20	
	9/22/2015	2215	Domingo	Lopez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	9/29/2015	2215	Domingo	Lopez Lopez	H2A	46.5	$75.00	$38.68	$18.20	
	Total					**654.24**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
96	7/21/2015	2216	Conrado	Lopez Lopez	H2A	24.75	$75.00	$38.68	$18.20	
	7/28/2015	2216	Conrado	Lopez Lopez	H2A	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2216	Conrado	Lopez Lopez	H2A	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2216	Conrado	Lopez Lopez	H2A	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2216	Conrado	Lopez Lopez	H2A	64.49	$75.00	$38.68	$18.20	
	8/25/2015	2216	Conrado	Lopez Lopez	H2A	67.99	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (H-2A Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
9/1/2015	2216	Conrado	Lopez Lopez	H2A	71.75	$75.00	$38.68	$18.20	
9/8/2015	2216	Conrado	Lopez Lopez	H2A	73.99	$75.00	$38.68	$18.20	
9/15/2015	2216	Conrado	Lopez Lopez	H2A	61	$75.00	$38.68	$18.20	
9/22/2015	2216	Conrado	Lopez Lopez	H2A	58	$75.00	$38.68	$18.20	
9/29/2015	2216	Conrado	Lopez Lopez	H2A	46.5	$75.00	$38.68	$18.20	
Total					**653.97**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
Total						**$68,155.00**	**$36,939.40**	**$17,381.00**	**$122,475.40**

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
1	5/26/2015	1006	Baltazar	Arias	Dom.	71.5	$0.00	$38.68	$18.20	
	6/2/2015	1006	Baltazar	Arias	Dom.	70.75	$0.00	$38.68	$18.20	
	6/9/2015	1006	Baltazar	Arias	Dom.	76.75	$0.00	$38.68	$18.20	
	6/16/2015	1006	Baltazar	Arias	Dom.	76.51	$0.00	$38.68	$18.20	
	6/23/2015	1006	Baltazar	Arias	Dom.	75	$0.00	$38.68	$18.20	
	6/30/2015	1006	Baltazar	Arias	Dom.	73.51	$0.00	$38.68	$18.20	
	7/7/2015	1006	Baltazar	Arias	Dom.	77.26	$0.00	$38.68	$18.20	
	7/14/2015	1006	Baltazar	Arias	Dom.	73.5	$0.00	$38.68	$18.20	
	7/21/2015	1006	Baltazar	Arias	Dom.	59.75	$0.00	$38.68	$18.20	
	7/28/2015	1006	Baltazar	Arias	Dom.	67.75	$0.00	$38.68	$18.20	
	8/11/2015	1006	Baltazar	Arias	Dom.	68	$0.00	$38.68	$18.20	
	8/18/2015	1006	Baltazar	Arias	Dom.	67.27	$0.00	$38.68	$18.20	
	8/25/2015	1006	Baltazar	Arias	Dom.	69	$0.00	$38.68	$18.20	
	9/1/2015	1006	Baltazar	Arias	Dom.	72.99	$0.00	$38.68	$18.20	
	9/8/2015	1006	Baltazar	Arias	Dom.	74.75	$0.00	$38.68	$18.20	
	9/15/2015	1006	Baltazar	Arias	Dom.	62.25	$0.00	$38.68	$18.20	
	9/22/2015	1006	Baltazar	Arias	Dom.	61	$0.00	$38.68	$18.20	
	Total					**1197.54**	**$0.00**	**$657.56**	**$309.40**	**$966.96**
	4/21/2015	2000	Agustin	Hernandez	Dom.	21.25	$0.00	$0.00	$0.00	
	4/28/2015	2000	Agustin	Hernandez	Dom.	49.75	$0.00	$0.00	$0.00	
	5/5/2015	2000	Agustin	Hernandez	Dom.	84	$0.00	$0.00	$0.00	
	5/12/2015	2000	Agustin	Hernandez	Dom.	84.25	$0.00	$0.00	$0.00	
	5/19/2015	2000	Agustin	Hernandez	Dom.	82.5	$0.00	$0.00	$0.00	
	5/26/2015	2000	Agustin	Hernandez	Dom.	78.75	$0.00	$0.00	$0.00	
	6/2/2015	2000	Agustin	Hernandez	Dom.	78.75	$0.00	$0.00	$0.00	
	6/9/2015	2000	Agustin	Hernandez	Dom.	85.25	$0.00	$0.00	$0.00	
	6/16/2015	2000	Agustin	Hernandez	Dom.	81.75	$0.00	$0.00	$0.00	
	6/23/2015	2000	Agustin	Hernandez	Dom.	82.25	$0.00	$0.00	$0.00	
	6/30/2015	2000	Agustin	Hernandez	Dom.	79.25	$0.00	$0.00	$0.00	
	7/7/2015	2000	Agustin	Hernandez	Dom.	83.25	$0.00	$0.00	$0.00	
	7/14/2015	2000	Agustin	Hernandez	Dom.	67.75	$0.00	$0.00	$0.00	
	7/21/2015	2000	Agustin	Hernandez	Dom.	64.25	$0.00	$0.00	$0.00	
	7/28/2015	2000	Agustin	Hernandez	Dom.	71.25	$0.00	$0.00	$0.00	
	8/4/2015	2000	Agustin	Hernandez	Dom.	67.75	$0.00	$0.00	$0.00	
	8/11/2015	2000	Agustin	Hernandez	Dom.	70.75	$0.00	$0.00	$0.00	
	8/18/2015	2000	Agustin	Hernandez	Dom.	70.5	$0.00	$0.00	$0.00	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/25/2015	2000	Agustin	Hernandez	Dom.	77.75	$0.00	$0.00	$0.00	
	9/1/2015	2000	Agustin	Hernandez	Dom.	75.75	$0.00	$0.00	$0.00	
	9/8/2015	2000	Agustin	Hernandez	Dom.	77.75	$0.00	$0.00	$0.00	
	9/15/2015	2000	Agustin	Hernandez	Dom.	70.5	$0.00	$0.00	$0.00	
	9/22/2015	2000	Agustin	Hernandez	Dom.	63.5	$0.00	$0.00	$0.00	
	Total					**1668.5**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
2	4/21/2015	2001	Alfredo L	Silva	Dom.	44.75	$75.00	$38.68	$18.20	
	4/28/2015	2001	Alfredo L	Silva	Dom.	65.25	$75.00	$38.68	$18.20	
	5/5/2015	2001	Alfredo L	Silva	Dom.	81.25	$75.00	$38.68	$18.20	
	5/12/2015	2001	Alfredo L	Silva	Dom.	84	$75.00	$38.68	$18.20	
	5/19/2015	2001	Alfredo L	Silva	Dom.	79.75	$75.00	$38.68	$18.20	
	5/26/2015	2001	Alfredo L	Silva	Dom.	77.75	$75.00	$38.68	$18.20	
	6/2/2015	2001	Alfredo L	Silva	Dom.	82.5	$75.00	$38.68	$18.20	
	6/9/2015	2001	Alfredo L	Silva	Dom.	69.75	$75.00	$38.68	$18.20	
	6/16/2015	2001	Alfredo L	Silva	Dom.	69.75	$75.00	$38.68	$18.20	
	6/23/2015	2001	Alfredo L	Silva	Dom.	60.75	$80.00	$38.68	$18.20	
	6/30/2015	2001	Alfredo L	Silva	Dom.	77	$80.00	$38.68	$18.20	
	7/7/2015	2001	Alfredo L	Silva	Dom.	82.5	$80.00	$38.68	$18.20	
	7/14/2015	2001	Alfredo L	Silva	Dom.	73	$75.00	$38.68	$18.20	
	7/21/2015	2001	Alfredo L	Silva	Dom.	61.75	$75.00	$38.68	$18.20	
	7/28/2015	2001	Alfredo L	Silva	Dom.	75.5	$75.00	$38.68	$18.20	
	8/4/2015	2001	Alfredo L	Silva	Dom.	80.5	$75.00	$38.68	$18.20	
	8/11/2015	2001	Alfredo L	Silva	Dom.	73.75	$75.00	$38.68	$18.20	
	8/18/2015	2001	Alfredo L	Silva	Dom.	70.25	$75.00	$38.68	$18.20	
	8/25/2015	2001	Alfredo L	Silva	Dom.	72.5	$75.00	$38.68	$18.20	
	9/1/2015	2001	Alfredo L	Silva	Dom.	75	$75.00	$38.68	$18.20	
	9/8/2015	2001	Alfredo L	Silva	Dom.	79.25	$75.00	$38.68	$18.20	
	9/15/2015	2001	Alfredo L	Silva	Dom.	70	$75.00	$38.68	$18.20	
	9/22/2015	2001	Alfredo L	Silva	Dom.	65.5	$75.00	$38.68	$18.20	
	Total					**1672**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
3	4/21/2015	2002	Frediberto	Villasenor	Dom.	39.25	$0.00	$38.68	$18.20	
	4/28/2015	2002	Frediberto	Villasenor	Dom.	41.5	$0.00	$38.68	$18.20	
	5/5/2015	2002	Frediberto	Villasenor	Dom.	92.25	$0.00	$38.68	$18.20	
	5/12/2015	2002	Frediberto	Villasenor	Dom.	73.75	$0.00	$38.68	$18.20	
	5/19/2015	2002	Frediberto	Villasenor	Dom.	73	$0.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
5/26/2015	2002	Frediberto	Villasenor	Dom.	70.75	$0.00	$38.68	$18.20	
6/2/2015	2002	Frediberto	Villasenor	Dom.	70.75	$0.00	$38.68	$18.20	
6/9/2015	2002	Frediberto	Villasenor	Dom.	78.25	$0.00	$38.68	$18.20	
6/16/2015	2002	Frediberto	Villasenor	Dom.	74.49	$0.00	$38.68	$18.20	
6/23/2015	2002	Frediberto	Villasenor	Dom.	73.5	$0.00	$38.68	$18.20	
6/30/2015	2002	Frediberto	Villasenor	Dom.	74.5	$0.00	$38.68	$18.20	
7/7/2015	2002	Frediberto	Villasenor	Dom.	78.49	$0.00	$38.68	$18.20	
7/14/2015	2002	Frediberto	Villasenor	Dom.	73.75	$0.00	$38.68	$18.20	
7/21/2015	2002	Frediberto	Villasenor	Dom.	58.74	$0.00	$38.68	$18.20	
7/28/2015	2002	Frediberto	Villasenor	Dom.	66.25	$0.00	$38.68	$18.20	
8/4/2015	2002	Frediberto	Villasenor	Dom.	61.01	$0.00	$38.68	$18.20	
8/11/2015	2002	Frediberto	Villasenor	Dom.	65	$0.00	$38.68	$18.20	
8/18/2015	2002	Frediberto	Villasenor	Dom.	66.51	$0.00	$38.68	$18.20	
8/25/2015	2002	Frediberto	Villasenor	Dom.	62.25	$0.00	$38.68	$18.20	
9/1/2015	2002	Frediberto	Villasenor	Dom.	72	$0.00	$38.68	$18.20	
9/8/2015	2002	Frediberto	Villasenor	Dom.	75	$0.00	$38.68	$18.20	
9/15/2015	2002	Frediberto	Villasenor	Dom.	61.49	$0.00	$38.68	$18.20	
9/22/2015	2002	Frediberto	Villasenor	Dom.	58	$0.00	$38.68	$18.20	
Total					**1560.48**	**$0.00**	**$889.64**	**$418.60**	**$1,308.24**
4/21/2015	2003	Ricardo	Arias	Dom.	25.5	$75.00	$38.68	$18.20	
4/28/2015	2003	Ricardo	Arias	Dom.	45.5	$75.00	$38.68	$18.20	
5/5/2015	2003	Ricardo	Arias	Dom.	76	$75.00	$38.68	$18.20	
5/12/2015	2003	Ricardo	Arias	Dom.	86	$75.00	$38.68	$18.20	
5/19/2015	2003	Ricardo	Arias	Dom.	84	$75.00	$38.68	$18.20	
5/26/2015	2003	Ricardo	Arias	Dom.	75.25	$75.00	$38.68	$18.20	
6/2/2015	2003	Ricardo	Arias	Dom.	69.5	$75.00	$38.68	$18.20	
6/9/2015	2003	Ricardo	Arias	Dom.	75.75	$75.00	$38.68	$18.20	
6/16/2015	2003	Ricardo	Arias	Dom.	75.75	$75.00	$38.68	$18.20	
6/23/2015	2003	Ricardo	Arias	Dom.	74.22	$80.00	$38.68	$18.20	
6/30/2015	2003	Ricardo	Arias	Dom.	73	$80.00	$38.68	$18.20	
7/7/2015	2003	Ricardo	Arias	Dom.	75.51	$80.00	$38.68	$18.20	
7/14/2015	2003	Ricardo	Arias	Dom.	71.25	$75.00	$38.68	$18.20	
7/21/2015	2003	Ricardo	Arias	Dom.	57.75	$75.00	$38.68	$18.20	
7/28/2015	2003	Ricardo	Arias	Dom.	65.25	$75.00	$38.68	$18.20	
8/4/2015	2003	Ricardo	Arias	Dom.	60	$75.00	$38.68	$18.20	
8/11/2015	2003	Ricardo	Arias	Dom.	65.26	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/18/2015	2003	Ricardo	Arias	Dom.	29.5	$75.00	$38.68	$18.20	
	8/25/2015	2003	Ricardo	Arias	Dom.	47.75	$75.00	$38.68	$18.20	
	9/1/2015	2003	Ricardo	Arias	Dom.	72.74	$75.00	$38.68	$18.20	
	9/8/2015	2003	Ricardo	Arias	Dom.	74.25	$75.00	$38.68	$18.20	
	9/15/2015	2003	Ricardo	Arias	Dom.	62.25	$75.00	$38.68	$18.20	
	9/22/2015	2003	Ricardo	Arias	Dom.	58.26	$75.00	$38.68	$18.20	
	Total					**1500.24**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
5	4/21/2015	2004	Fracisco A	Ibanez	Dom.	31.5	$75.00	$38.68	$18.20	
	4/28/2015	2004	Fracisco A	Ibanez	Dom.	43	$75.00	$38.68	$18.20	
	5/5/2015	2004	Fracisco A	Ibanez	Dom.	74.5	$75.00	$38.68	$18.20	
	5/12/2015	2004	Francisco A	Ibanez	Dom.	82	$75.00	$38.68	$18.20	
	5/19/2015	2004	Francisco A	Ibanez	Dom.	81.5	$75.00	$38.68	$18.20	
	5/26/2015	2004	Francisco A	Ibanez	Dom.	74.75	$75.00	$38.68	$18.20	
	6/2/2015	2004	Francisco A	Ibanez	Dom.	74.75	$75.00	$38.68	$18.20	
	6/9/2015	2004	Francisco A	Ibanez	Dom.	74.25	$75.00	$38.68	$18.20	
	6/16/2015	2004	Francisco A	Ibanez	Dom.	73.24	$75.00	$38.68	$18.20	
	6/23/2015	2004	Francisco A	Ibanez	Dom.	71.5	$80.00	$38.68	$18.20	
	6/30/2015	2004	Francisco A	Ibanez	Dom.	72.76	$80.00	$38.68	$18.20	
	7/7/2015	2004	Francisco A	Ibanez	Dom.	74.75	$80.00	$38.68	$18.20	
	7/14/2015	2004	Francisco A	Ibanez	Dom.	70.51	$75.00	$38.68	$18.20	
	7/21/2015	2004	Francisco A	Ibanez	Dom.	45.78	$75.00	$38.68	$18.20	
	7/28/2015	2004	Francisco A	Ibanez	Dom.	68	$75.00	$38.68	$18.20	
	8/4/2015	2004	Francisco A	Ibanez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/11/2015	2004	Francisco A	Ibanez	Dom.	70.28	$75.00	$38.68	$18.20	
	8/18/2015	2004	Francisco A	Ibanez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/25/2015	2004	Francisco A	Ibanez	Dom.	65.5	$75.00	$38.68	$18.20	
	9/1/2015	2004	Francisco A	Ibanez	Dom.	71	$75.00	$38.68	$18.20	
	9/8/2015	2004	Francisco A	Ibanez	Dom.	72.75	$75.00	$38.68	$18.20	
	9/15/2015	2004	Francisco A	Ibanez	Dom.	61	$75.00	$38.68	$18.20	
	9/22/2015	2004	Francisco A	Ibanez	Dom.	62.5	$75.00	$38.68	$18.20	
	Total					**1550.32**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
6	4/21/2015	2005	Jose Erick	Jimenez Osornio	Dom.	28.5	$75.00	$38.68	$18.20	
	4/28/2015	2005	Jose Erick	Jimenez Osornio	Dom.	29.25	$75.00	$38.68	$18.20	
	5/5/2015	2005	Jose Erick	Jimenez Osornio	Dom.	77.25	$75.00	$38.68	$18.20	
	5/12/2015	2005	Jose Erick	Jimenez Osornio	Dom.	84.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
5/19/2015	2005	Jose Erick	Jimenez Osornio	Dom.	78	$75.00	$38.68	$18.20	
5/26/2015	2005	Jose Erick	Jimenez Osornio	Dom.	66.75	$75.00	$38.68	$18.20	
6/2/2015	2005	Jose Erick	Jimenez Osornio	Dom.	70.5	$75.00	$38.68	$18.20	
6/9/2015	2005	Jose Erick	Jimenez Osornio	Dom.	75.5	$75.00	$38.68	$18.20	
6/16/2015	2005	Jose Erick	Jimenez Osornio	Dom.	75.5	$75.00	$38.68	$18.20	
6/23/2015	2005	Jose Erick	Jimenez Osornio	Dom.	72.74	$80.00	$38.68	$18.20	
6/30/2015	2005	Jose Erick	Jimenez Osornio	Dom.	71.75	$80.00	$38.68	$18.20	
7/7/2015	2005	Jose Erick	Jimenez Osornio	Dom.	75.51	$80.00	$38.68	$18.20	
7/14/2015	2005	Jose Erick	Jimenez Osornio	Dom.	70.75	$75.00	$38.68	$18.20	
7/21/2015	2005	Jose Erick	Jimenez Osornio	Dom.	58.25	$75.00	$38.68	$18.20	
7/28/2015	2005	Jose Erick	Jimenez Osornio	Dom.	65	$75.00	$38.68	$18.20	
8/4/2015	2005	Jose Erick	Jimenez Osornio	Dom.	60	$75.00	$38.68	$18.20	
8/11/2015	2005	Jose Erick	Jimenez Osornio	Dom.	64.51	$75.00	$38.68	$18.20	
8/18/2015	2005	Jose Erick	Jimenez Osornio	Dom.	64.26	$75.00	$38.68	$18.20	
8/25/2015	2005	Jose Erick	Jimenez Osornio	Dom.	66.74	$75.00	$38.68	$18.20	
9/1/2015	2005	Jose Erick	Jimenez Osornio	Dom.	71.75	$75.00	$38.68	$18.20	
9/8/2015	2005	Jose Erick	Jimenez Osornio	Dom.	74.25	$75.00	$38.68	$18.20	
9/15/2015	2005	Jose Erick	Jimenez Osornio	Dom.	56.5	$75.00	$38.68	$18.20	
9/22/2015	2005	Jose Erick	Jimenez Osornio	Dom.	58.25	$75.00	$38.68	$18.20	
Total					**1515.76**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
4/28/2015	2006	Omar	Pinon Roque	Dom.	11.5	$0.00	$38.68	$18.20	
5/5/2015	2006	Omar	Pinon Roque	Dom.	19.75	$0.00	$38.68	$18.20	
5/12/2015	2006	Omar	Pinon Roque	Dom.	21.75	$0.00	$38.68	$18.20	
7/14/2015	2006	Omar	Pinon Roque	Dom.	21.76	$0.00	$38.68	$18.20	
7/21/2015	2006	Omar	Pinon Roque	Dom.	57.75	$0.00	$38.68	$18.20	
7/28/2015	2006	Omar	Pinon Roque	Dom.	63.5	$0.00	$38.68	$18.20	
8/4/2015	2006	Omar	Pinon Roque	Dom.	59.25	$0.00	$38.68	$18.20	
8/11/2015	2006	Omar	Pinon Roque	Dom.	64	$0.00	$38.68	$18.20	
8/18/2015	2006	Omar	Pinon Roque	Dom.	65.78	$0.00	$38.68	$18.20	
8/25/2015	2006	Omar	Pinon Roque	Dom.	68.5	$0.00	$38.68	$18.20	
9/1/2015	2006	Omar	Pinon Roque	Dom.	71.74	$0.00	$38.68	$18.20	
9/8/2015	2006	Omar	Pinon Roque	Dom.	75	$0.00	$38.68	$18.20	
9/15/2015	2006	Omar	Pinon Roque	Dom.	61.25	$0.00	$38.68	$18.20	
9/22/2015	2006	Omar	Pinon Roque	Dom.	58.01	$0.00	$38.68	$18.20	
Total					**719.54**	**$0.00**	**$541.52**	**$254.80**	**$796.32**

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
8	4/21/2015	2007	Adan	Raya Garcia	Dom.	11.5	$75.00	$38.68	$18.20	
	4/28/2015	2007	Adan	Raya Garcia	Dom.	24.75	$75.00	$38.68	$18.20	
	5/5/2015	2007	Adan	Raya Garcia	Dom.	71.5	$75.00	$38.68	$18.20	
	5/12/2015	2007	Adan	Raya Garcia	Dom.	84.25	$75.00	$38.68	$18.20	
	5/19/2015	2007	Adan	Raya Garcia	Dom.	71.75	$75.00	$38.68	$18.20	
	5/26/2015	2007	Adan	Raya Garcia	Dom.	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2007	Adan	Raya Garcia	Dom.	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2007	Adan	Raya Garcia	Dom.	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2007	Adan	Raya Garcia	Dom.	73.75	$75.00	$38.68	$18.20	
	6/23/2015	2007	Adan	Raya Garcia	Dom.	71.75	$80.00	$38.68	$18.20	
	6/30/2015	2007	Adan	Raya Garcia	Dom.	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2007	Adan	Raya Garcia	Dom.	75.49	$80.00	$38.68	$18.20	
	7/14/2015	2007	Adan	Raya Garcia	Dom.	70.25	$75.00	$38.68	$18.20	
	7/21/2015	2007	Adan	Raya Garcia	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2007	Adan	Raya Garcia	Dom.	68.5	$75.00	$38.68	$18.20	
	8/4/2015	2007	Adan	Raya Garcia	Dom.	64.25	$75.00	$38.68	$18.20	
	8/11/2015	2007	Adan	Raya Garcia	Dom.	70.25	$75.00	$38.68	$18.20	
	8/18/2015	2007	Adan	Raya Garcia	Dom.	67.5	$75.00	$38.68	$18.20	
	8/25/2015	2007	Adan	Raya Garcia	Dom.	65.25	$75.00	$38.68	$18.20	
	9/1/2015	2007	Adan	Raya Garcia	Dom.	60.99	$75.00	$38.68	$18.20	
	9/8/2015	2007	Adan	Raya Garcia	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2007	Adan	Raya Garcia	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2007	Adan	Raya Garcia	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1485.98**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
9	4/21/2015	2008	Octavio	Vargas Vargas	Dom.	10.75	$0.00	$38.68	$18.20	
	4/28/2015	2008	Octavio	Vargas Vargas	Dom.	29	$0.00	$38.68	$18.20	
	5/5/2015	2008	Octavio	Vargas Vargas	Dom.	76	$0.00	$38.68	$18.20	
	5/12/2015	2008	Octavio	Vargas Vargas	Dom.	82.25	$0.00	$38.68	$18.20	
	5/19/2015	2008	Octavio	Vargas Vargas	Dom.	61.5	$0.00	$38.68	$18.20	
	5/26/2015	2008	Octavio	Vargas Vargas	Dom.	69.25	$0.00	$38.68	$18.20	
	6/2/2015	2008	Octavio	Vargas Vargas	Dom.	70	$0.00	$38.68	$18.20	
	6/9/2015	2008	Octavio	Vargas Vargas	Dom.	67.24	$0.00	$38.68	$18.20	
	6/16/2015	2008	Octavio	Vargas Vargas	Dom.	74.26	$0.00	$38.68	$18.20	
	6/23/2015	2008	Octavio	Vargas Vargas	Dom.	68.99	$0.00	$38.68	$18.20	
	6/30/2015	2008	Octavio	Vargas Vargas	Dom.	71.77	$0.00	$38.68	$18.20	
	7/7/2015	2008	Octavio	Vargas Vargas	Dom.	66.49	$0.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/14/2015	2008	Octavio	Vargas Vargas	Dom.	61	$0.00	$38.68	$18.20	
	7/21/2015	2008	Octavio	Vargas Vargas	Dom.	38	$0.00	$38.68	$18.20	
	7/28/2015	2008	Octavio	Vargas Vargas	Dom.	39	$0.00	$38.68	$18.20	
	8/4/2015	2008	Octavio	Vargas Vargas	Dom.	48.5	$0.00	$38.68	$18.20	
	8/11/2015	2008	Octavio	Vargas Vargas	Dom.	42.75	$0.00	$38.68	$18.20	
	8/18/2015	2008	Octavio	Vargas Vargas	Dom.	39.25	$0.00	$38.68	$18.20	
	8/25/2015	2008	Octavio	Vargas Vargas	Dom.	39.74	$0.00	$38.68	$18.20	
	9/1/2015	2008	Octavio	Vargas Vargas	Dom.	58.74	$0.00	$38.68	$18.20	
	9/8/2015	2008	Octavio	Vargas Vargas	Dom.	33.25	$0.00	$38.68	$18.20	
	9/15/2015	2008	Octavio	Vargas Vargas	Dom.	61.01	$0.00	$38.68	$18.20	
	9/22/2015	2008	Octavio	Vargas Vargas	Dom.	57.99	$0.00	$38.68	$18.20	
	Total					**1266.73**	**$0.00**	**$889.64**	**$418.60**	**$1,308.24**
10	4/21/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	31.25	$0.00	$38.68	$18.20	
	4/28/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	34.5	$0.00	$38.68	$18.20	
	5/5/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	70.5	$0.00	$38.68	$18.20	
	5/12/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	73.5	$0.00	$38.68	$18.20	
	5/19/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	78.25	$0.00	$38.68	$18.20	
	5/26/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	71.75	$0.00	$38.68	$18.20	
	6/2/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	70	$0.00	$38.68	$18.20	
	6/9/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	73.25	$0.00	$38.68	$18.20	
	6/16/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	75.75	$0.00	$38.68	$18.20	
	6/23/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	72.49	$0.00	$38.68	$18.20	
	6/30/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	73.25	$0.00	$38.68	$18.20	
	7/7/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	77.74	$0.00	$38.68	$18.20	
	7/14/2015	2009	Felix Arturo	Hernandez Hernandez	Dom.	49.5	$0.00	$38.68	$18.20	
	Total					**851.73**	**$0.00**	**$502.84**	**$236.60**	**$739.44**
11	4/21/2015	2010	Carlos	Silva Llaguno	Dom.	43.5	$75.00	$38.68	$18.20	
	4/28/2015	2010	Carlos	Silva Llaguno	Dom.	52.5	$75.00	$38.68	$18.20	
	5/5/2015	2010	Carlos	Silva Llaguno	Dom.	74.5	$75.00	$38.68	$18.20	
	5/12/2015	2010	Carlos	Silva Llaguno	Dom.	84	$75.00	$38.68	$18.20	
	5/19/2015	2010	Carlos	Silva Llaguno	Dom.	76	$75.00	$38.68	$18.20	
	5/26/2015	2010	Carlos	Silva Llaguno	Dom.	74.5	$75.00	$38.68	$18.20	
	6/2/2015	2010	Carlos	Silva Llaguno	Dom.	70.75	$75.00	$38.68	$18.20	
	6/9/2015	2010	Carlos	Silva Llaguno	Dom.	79.75	$75.00	$38.68	$18.20	
	6/16/2015	2010	Carlos	Silva Llaguno	Dom.	75.73	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/23/2015	2010	Carlos	Silva Llaguno	Dom.	75.25	$80.00	$38.68	$18.20	
	6/30/2015	2010	Carlos	Silva Llaguno	Dom.	74.25	$80.00	$38.68	$18.20	
	7/7/2015	2010	Carlos	Silva Llaguno	Dom.	76.52	$80.00	$38.68	$18.20	
	7/14/2015	2010	Carlos	Silva Llaguno	Dom.	72.01	$75.00	$38.68	$18.20	
	7/21/2015	2010	Carlos	Silva Llaguno	Dom.	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2010	Carlos	Silva Llaguno	Dom.	65.25	$75.00	$38.68	$18.20	
	8/4/2015	2010	Carlos	Silva Llaguno	Dom.	77	$75.00	$38.68	$18.20	
	8/11/2015	2010	Carlos	Silva Llaguno	Dom.	66.75	$75.00	$38.68	$18.20	
	8/18/2015	2010	Carlos	Silva Llaguno	Dom.	69.73	$75.00	$38.68	$18.20	
	8/25/2015	2010	Carlos	Silva Llaguno	Dom.	69.74	$75.00	$38.68	$18.20	
	9/1/2015	2010	Carlos	Silva Llaguno	Dom.	77	$75.00	$38.68	$18.20	
	9/8/2015	2010	Carlos	Silva Llaguno	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2010	Carlos	Silva Llaguno	Dom.	64.99	$75.00	$38.68	$18.20	
	9/22/2015	2010	Carlos	Silva Llaguno	Dom.	62	$75.00	$38.68	$18.20	
	Total					**1613.47**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
12	4/21/2015	2011	Andres	Silva Llaguno	Dom.	27.75	$75.00	$38.68	$18.20	
	4/28/2015	2011	Andres	Silva Llaguno	Dom.	49.5	$75.00	$38.68	$18.20	
	5/5/2015	2011	Andres	Silva Llaguno	Dom.	68	$75.00	$38.68	$18.20	
	5/12/2015	2011	Andres	Silva Llaguno	Dom.	82	$75.00	$38.68	$18.20	
	5/19/2015	2011	Andres	Silva Llaguno	Dom.	74.25	$75.00	$38.68	$18.20	
	5/26/2015	2011	Andres	Silva Llaguno	Dom.	72	$75.00	$38.68	$18.20	
	6/2/2015	2011	Andres	Silva Llaguno	Dom.	70.75	$75.00	$38.68	$18.20	
	6/9/2015	2011	Andres	Silva Llaguno	Dom.	77.24	$75.00	$38.68	$18.20	
	6/16/2015	2011	Andres	Silva Llaguno	Dom.	75.78	$75.00	$38.68	$18.20	
	6/23/2015	2011	Andres	Silva Llaguno	Dom.	73.51	$80.00	$38.68	$18.20	
	6/30/2015	2011	Andres	Silva Llaguno	Dom.	71.76	$80.00	$38.68	$18.20	
	7/7/2015	2011	Andres	Silva Llaguno	Dom.	78.26	$80.00	$38.68	$18.20	
	7/14/2015	2011	Andres	Silva Llaguno	Dom.	72.73	$75.00	$38.68	$18.20	
	7/21/2015	2011	Andres	Silva Llaguno	Dom.	59.49	$75.00	$38.68	$18.20	
	7/28/2015	2011	Andres	Silva Llaguno	Dom.	65	$75.00	$38.68	$18.20	
	8/4/2015	2011	Andres	Silva Llaguno	Dom.	59.77	$75.00	$38.68	$18.20	
	8/11/2015	2011	Andres	Silva Llaguno	Dom.	65.01	$75.00	$38.68	$18.20	
	8/18/2015	2011	Andres	Silva Llaguno	Dom.	65.75	$75.00	$38.68	$18.20	
	8/25/2015	2011	Andres	Silva Llaguno	Dom.	69	$75.00	$38.68	$18.20	
	9/1/2015	2011	Andres	Silva Llaguno	Dom.	73	$75.00	$38.68	$18.20	
	9/8/2015	2011	Andres	Silva Llaguno	Dom.	74.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/15/2015	2011	Andres	Silva Llaguno	Dom.	62.25	$75.00	$38.68	$18.20	
	9/22/2015	2011	Andres	Silva Llaguno	Dom.	58.5	$75.00	$38.68	$18.20	
	Total					**1545.8**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
13	4/28/2015	2013	Fabian	Hernandez	Dom.	23.5	$75.00	$38.68	$18.20	
	5/5/2015	2013	Fabian	Hernandez	Dom.	72.75	$75.00	$38.68	$18.20	
	5/12/2015	2013	Fabian	Hernandez	Dom.	83.25	$75.00	$38.68	$18.20	
	5/19/2015	2013	Fabian	Hernandez	Dom.	80	$75.00	$38.68	$18.20	
	5/26/2015	2013	Fabian	Hernandez	Dom.	71.75	$75.00	$38.68	$18.20	
	6/2/2015	2013	Fabian	Hernandez	Dom.	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2013	Fabian	Hernandez	Dom.	75.98	$75.00	$38.68	$18.20	
	6/16/2015	2013	Fabian	Hernandez	Dom.	74.25	$75.00	$38.68	$18.20	
	6/23/2015	2013	Fabian	Hernandez	Dom.	72	$80.00	$38.68	$18.20	
	6/30/2015	2013	Fabian	Hernandez	Dom.	71.73	$80.00	$38.68	$18.20	
	7/7/2015	2013	Fabian	Hernandez	Dom.	75.48	$80.00	$38.68	$18.20	
	7/14/2015	2013	Fabian	Hernandez	Dom.	63.75	$75.00	$38.68	$18.20	
	7/21/2015	2013	Fabian	Hernandez	Dom.	57.75	$75.00	$38.68	$18.20	
	7/28/2015	2013	Fabian	Hernandez	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2013	Fabian	Hernandez	Dom.	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2013	Fabian	Hernandez	Dom.	64	$75.00	$38.68	$18.20	
	8/18/2015	2013	Fabian	Hernandez	Dom.	64.24	$75.00	$38.68	$18.20	
	8/25/2015	2013	Fabian	Hernandez	Dom.	67.98	$75.00	$38.68	$18.20	
	9/1/2015	2013	Fabian	Hernandez	Dom.	71.969	$75.00	$38.68	$18.20	
	9/8/2015	2013	Fabian	Hernandez	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2013	Fabian	Hernandez	Dom.	61.25	$75.00	$38.68	$18.20	
	9/22/2015	2013	Fabian	Hernandez	Dom.	58.01	$75.00	$38.68	$18.20	
	Total					**1474.139**	**$1,665.00**	**$850.96**	**$400.40**	**$2,916.36**
14	4/21/2015	2014	Martin	Carrera Cortez	Dom.	29.75	$75.00	$38.68	$18.20	
	4/28/2015	2014	Martin	Carrera Cortez	Dom.	33.25	$75.00	$38.68	$18.20	
	5/5/2015	2014	Martin	Carrera Cortez	Dom.	72.25	$75.00	$38.68	$18.20	
	5/12/2015	2014	Marin	Carrera Cortez	Dom.	81.5	$75.00	$38.68	$18.20	
	5/19/2015	2014	Marin	Carrera Cortez	Dom.	78	$75.00	$38.68	$18.20	
	5/26/2015	2014	Marin	Carrera Cortez	Dom.	65	$75.00	$38.68	$18.20	
	6/2/2015	2014	Marin	Carrera Cortez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2014	Marin	Carrera Cortez	Dom.	76.75	$75.00	$38.68	$18.20	
	6/16/2015	2014	Marin	Carrera Cortez	Dom.	74.99	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/23/2015	2014	Marin	Carrera Cortez	Dom.	72.76	$80.00	$38.68	$18.20	
	6/30/2015	2014	Marin	Carrera Cortez	Dom.	71	$80.00	$38.68	$18.20	
	7/7/2015	2014	Marin	Carrera Cortez	Dom.	74	$80.00	$38.68	$18.20	
	7/14/2015	2014	Marin	Carrera Cortez	Dom.	71.74	$75.00	$38.68	$18.20	
	7/21/2015	2014	Marin	Carrera Cortez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2014	Marin	Carrera Cortez	Dom.	67.75	$75.00	$38.68	$18.20	
	8/4/2015	2014	Marin	Carrera Cortez	Dom.	63.75	$75.00	$38.68	$18.20	
	8/11/2015	2014	Marin	Carrera Cortez	Dom.	70.25	$75.00	$38.68	$18.20	
	8/18/2015	2014	Marin	Carrera Cortez	Dom.	68	$75.00	$38.68	$18.20	
	8/25/2015	2014	Marin	Carrera Cortez	Dom.	65.75	$75.00	$38.68	$18.20	
	9/1/2015	2014	Marin	Carrera Cortez	Dom.	71.76	$75.00	$38.68	$18.20	
	9/8/2015	2014	Marin	Carrera Cortez	Dom.	73.76	$75.00	$38.68	$18.20	
	9/15/2015	2014	Marin	Carrera Cortez	Dom.	57.49	$75.00	$38.68	$18.20	
	9/22/2015	2014	Marin	Carrera Cortez	Dom.	59	$75.00	$38.68	$18.20	
	Total					**1524.75**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
15	5/5/2015	2015	Jose L	Pinon	Dom.	49.5	$0.00	$38.68	$18.20	
	5/12/2015	2015	Jose L	Pinon	Dom.	87.75	$0.00	$38.68	$18.20	
	5/19/2015	2015	Jose L	Pinon	Dom.	76.25	$0.00	$38.68	$18.20	
	5/26/2015	2015	Jose L	Pinon	Dom.	50.5	$0.00	$38.68	$18.20	
	6/2/2015	2015	Jose L	Pinon	Dom.	74.02	$0.00	$38.68	$18.20	
	6/9/2015	2015	Jose L	Pinon	Dom.	70.25	$0.00	$38.68	$18.20	
	6/16/2015	2015	Jose L	Pinon	Dom.	78.51	$0.00	$38.68	$18.20	
	6/23/2015	2015	Jose L	Pinon	Dom.	66.99	$0.00	$38.68	$18.20	
	6/30/2015	2015	Jose L	Pinon	Dom.	66.24	$0.00	$38.68	$18.20	
	7/7/2015	2015	Jose L	Pinon	Dom.	79	$0.00	$38.68	$18.20	
	7/14/2015	2015	Jose L	Pinon	Dom.	69.5	$0.00	$38.68	$18.20	
	7/21/2015	2015	Jose L	Pinon	Dom.	58	$0.00	$38.68	$18.20	
	7/28/2015	2015	Jose L	Pinon	Dom.	54.25	$0.00	$38.68	$18.20	
	8/4/2015	2015	Jose L	Pinon	Dom.	59	$0.00	$38.68	$18.20	
	8/11/2015	2015	Jose L	Pinon	Dom.	42.25	$0.00	$38.68	$18.20	
	8/18/2015	2015	Jose L	Pinon	Dom.	28.49	$0.00	$38.68	$18.20	
	8/25/2015	2015	Jose L	Pinon	Dom.	29.51	$0.00	$38.68	$18.20	
	Total					**1040.01**	**$0.00**	**$657.56**	**$309.40**	**$966.96**
16	4/21/2015	2016	Valentin	Martinez Antonio	Dom.	23.75	$75.00	$38.68	$18.20	
	4/28/2015	2016	Valentin	Martinez Antonio	Dom.	38.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	5/5/2015	2016	Valentin	Martinez Antonio	Dom.	73	$75.00	$38.68	$18.20	
	5/12/2015	2016	Valentin	Martinez Antonio	Dom.	85	$75.00	$38.68	$18.20	
	5/19/2015	2016	Valentin	Martinez Antonio	Dom.	85	$75.00	$38.68	$18.20	
	5/26/2015	2016	Valentin	Martinez Antonio	Dom.	77.25	$75.00	$38.68	$18.20	
	6/2/2015	2016	Valentin	Martinez Antonio	Dom.	74	$75.00	$38.68	$18.20	
	6/9/2015	2016	Valentin	Martinez Antonio	Dom.	74.25	$75.00	$38.68	$18.20	
	6/16/2015	2016	Valentin	Martinez Antonio	Dom.	73.01	$75.00	$38.68	$18.20	
	6/23/2015	2016	Valentin	Martinez Antonio	Dom.	71.49	$80.00	$38.68	$18.20	
	6/30/2015	2016	Valentin	Martinez Antonio	Dom.	68.01	$80.00	$38.68	$18.20	
	7/7/2015	2016	Valentin	Martinez Antonio	Dom.	75	$80.00	$38.68	$18.20	
	7/14/2015	2016	Valentin	Martinez Antonio	Dom.	70.49	$75.00	$38.68	$18.20	
	7/21/2015	2016	Valentin	Martinez Antonio	Dom.	54.03	$75.00	$38.68	$18.20	
	7/28/2015	2016	Valentin	Martinez Antonio	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2016	Valentin	Martinez Antonio	Dom.	67.25	$75.00	$38.68	$18.20	
	8/11/2015	2016	Valentin	Martinez Antonio	Dom.	70.28	$75.00	$38.68	$18.20	
	8/18/2015	2016	Valentin	Martinez Antonio	Dom.	67.25	$75.00	$38.68	$18.20	
	8/25/2015	2016	Valentin	Martinez Antonio	Dom.	65.5	$75.00	$38.68	$18.20	
	9/1/2015	2016	Valentin	Martinez Antonio	Dom.	70	$75.00	$38.68	$18.20	
	9/8/2015	2016	Valentin	Martinez Antonio	Dom.	63.75	$75.00	$38.68	$18.20	
	9/15/2015	2016	Valentin	Martinez Antonio	Dom.	61	$75.00	$38.68	$18.20	
	9/22/2015	2016	Valentin	Martinez Antonio	Dom.	57.75	$75.00	$38.68	$18.20	
	Total					**1533.06**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
17	4/21/2015	2017	David	Castaneda	Dom.	11.5	$75.00	$38.68	$18.20	
	4/28/2015	2017	David	Castaneda	Dom.	26.25	$75.00	$38.68	$18.20	
	5/5/2015	2017	David	Castaneda	Dom.	96	$75.00	$38.68	$18.20	
	5/12/2015	2017	David	Castaneda	Dom.	77	$75.00	$38.68	$18.20	
	5/19/2015	2017	David	Castaneda	Dom.	73.5	$75.00	$38.68	$18.20	
	5/26/2015	2017	David	Castaneda	Dom.	69.5	$75.00	$38.68	$18.20	
	6/2/2015	2017	David	Castaneda	Dom.	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2017	David	Castaneda	Dom.	74.25	$75.00	$38.68	$18.20	
	6/16/2015	2017	David	Castaneda	Dom.	74	$75.00	$38.68	$18.20	
	6/23/2015	2017	David	Castaneda	Dom.	72.51	$80.00	$38.68	$18.20	
	6/30/2015	2017	David	Castaneda	Dom.	72.26	$80.00	$38.68	$18.20	
	7/7/2015	2017	David	Castaneda	Dom.	74.48	$80.00	$38.68	$18.20	
	7/14/2015	2017	David	Castaneda	Dom.	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2017	David	Castaneda	Dom.	54.04	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/28/2015	2017	David	Castaneda	Dom.	67.5	$75.00	$38.68	$18.20	
	8/4/2015	2017	David	Castaneda	Dom.	67.75	$75.00	$38.68	$18.20	
	8/11/2015	2017	David	Castaneda	Dom.	70.02	$75.00	$38.68	$18.20	
	8/18/2015	2017	David	Castaneda	Dom.	68	$75.00	$38.68	$18.20	
	8/25/2015	2017	David	Castaneda	Dom.	65.75	$75.00	$38.68	$18.20	
	9/1/2015	2017	David	Castaneda	Dom.	70.99	$75.00	$38.68	$18.20	
	9/8/2015	2017	David	Castaneda	Dom.	73.75	$75.00	$38.68	$18.20	
	9/15/2015	2017	David	Castaneda	Dom.	61.5	$75.00	$38.68	$18.20	
	9/22/2015	2017	David	Castaneda	Dom.	63.5	$75.00	$38.68	$18.20	
	Total					**1524.05**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
18	4/21/2015	2018	Leny	Velasquez	Dom.	21	$75.00	$38.68	$18.20	
	4/28/2015	2018	Leny	Velasquez	Dom.	44.5	$75.00	$38.68	$18.20	
	5/5/2015	2018	Leny	Velasquez	Dom.	72.75	$75.00	$38.68	$18.20	
	5/12/2015	2018	Leny	Velasquez	Dom.	83.75	$75.00	$38.68	$18.20	
	5/19/2015	2018	Leny	Velasquez	Dom.	78	$75.00	$38.68	$18.20	
	5/26/2015	2018	Leny	Velasquez	Dom.	72.25	$75.00	$38.68	$18.20	
	6/2/2015	2018	Leny	Velasquez	Dom.	59.75	$75.00	$38.68	$18.20	
	6/9/2015	2018	Leny	Velasquez	Dom.	74.49	$75.00	$38.68	$18.20	
	6/16/2015	2018	Leny	Velasquez	Dom.	73.25	$75.00	$38.68	$18.20	
	6/23/2015	2018	Leny	Velasquez	Dom.	72.5	$80.00	$38.68	$18.20	
	6/30/2015	2018	Leny	Velasquez	Dom.	68.033	$80.00	$38.68	$18.20	
	7/7/2015	2018	Leny	Velasquez	Dom.	74.5	$80.00	$38.68	$18.20	
	7/14/2015	2018	Leny	Velasquez	Dom.	59.76	$75.00	$38.68	$18.20	
	7/21/2015	2018	Leny	Velasquez	Dom.	53.76	$75.00	$38.68	$18.20	
	7/28/2015	2018	Leny	Velasquez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2018	Leny	Velasquez	Dom.	63.5	$75.00	$38.68	$18.20	
	8/11/2015	2018	Leny	Velasquez	Dom.	70.28	$75.00	$38.68	$18.20	
	8/18/2015	2018	Leny	Velasquez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/25/2015	2018	Leny	Velasquez	Dom.	65.5	$75.00	$38.68	$18.20	
	9/1/2015	2018	Leny	Velasquez	Dom.	70.26	$75.00	$38.68	$18.20	
	9/8/2015	2018	Leny	Velasquez	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2018	Leny	Velasquez	Dom.	45.25	$75.00	$38.68	$18.20	
	9/22/2015	2018	Leny	Velasquez	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1488.083**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
19	4/28/2015	2019	Reymundo	Lara Amador	Dom.	24.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
5/5/2015	2019	Reymundo	Lara Amador	Dom.	71.5	$75.00	$38.68	$18.20	
5/12/2015	2019	Reymundo	Lara Amador	Dom.	85.5	$75.00	$38.68	$18.20	
5/19/2015	2019	Reymundo	Lara Amador	Dom.	71.75	$75.00	$38.68	$18.20	
5/26/2015	2019	Reymundo	Lara Amador	Dom.	65	$75.00	$38.68	$18.20	
6/2/2015	2019	Reymundo	Lara Amador	Dom.	70.75	$75.00	$38.68	$18.20	
6/9/2015	2019	Reymundo	Lara Amador	Dom.	74.25	$75.00	$38.68	$18.20	
6/16/2015	2019	Reymundo	Lara Amador	Dom.	73	$75.00	$38.68	$18.20	
6/23/2015	2019	Reymundo	Lara Amador	Dom.	71.49	$80.00	$38.68	$18.20	
6/30/2015	2019	Reymundo	Lara Amador	Dom.	68	$80.00	$38.68	$18.20	
7/7/2015	2019	Reymundo	Lara Amador	Dom.	74.5	$80.00	$38.68	$18.20	
7/14/2015	2019	Reymundo	Lara Amador	Dom.	70.51	$75.00	$38.68	$18.20	
7/21/2015	2019	Reymundo	Lara Amador	Dom.	54.04	$75.00	$38.68	$18.20	
7/28/2015	2019	Reymundo	Lara Amador	Dom.	68	$75.00	$38.68	$18.20	
8/4/2015	2019	Reymundo	Lara Amador	Dom.	63.75	$75.00	$38.68	$18.20	
8/11/2015	2019	Reymundo	Lara Amador	Dom.	70.28	$75.00	$38.68	$18.20	
8/18/2015	2019	Reymundo	Lara Amador	Dom.	67.25	$75.00	$38.68	$18.20	
8/25/2015	2019	Reymundo	Lara Amador	Dom.	59.5	$75.00	$38.68	$18.20	
9/1/2015	2019	Reymundo	Lara Amador	Dom.	70.25	$75.00	$38.68	$18.20	
9/8/2015	2019	Reymundo	Lara Amador	Dom.	72.75	$75.00	$38.68	$18.20	
9/15/2015	2019	Reymundo	Lara Amador	Dom.	60.99	$75.00	$38.68	$18.20	
9/22/2015	2019	Reymundo	Lara Amador	Dom.	57.75	$75.00	$38.68	$18.20	
Total					**1465.31**	**$1,665.00**	**$850.96**	**$400.40**	**$2,916.36**
4/28/2015	2021	Carmelino	Santi Lopez	Dom.	23.5	$75.00	$38.68	$18.20	
5/5/2015	2021	Carmelino	Santi Lopez	Dom.	65.25	$75.00	$38.68	$18.20	
5/12/2015	2021	Carmelino	Santi Lopez	Dom.	86	$75.00	$38.68	$18.20	
5/19/2015	2021	Carmelino	Santi Lopez	Dom.	80.5	$75.00	$38.68	$18.20	
5/26/2015	2021	Carmelino	Santi Lopez	Dom.	70.75	$75.00	$38.68	$18.20	
6/2/2015	2021	Carmelino	Santi Lopez	Dom.	69.75	$75.00	$38.68	$18.20	
6/9/2015	2021	Carmelino	Santi Lopez	Dom.	76.25	$75.00	$38.68	$18.20	
6/16/2015	2021	Carmelino	Santi Lopez	Dom.	74.52	$75.00	$38.68	$18.20	
6/23/2015	2021	Carmelino	Santi Lopez	Dom.	72.73	$80.00	$38.68	$18.20	
6/30/2015	2021	Carmelino	Santi Lopez	Dom.	71	$80.00	$38.68	$18.20	
7/7/2015	2021	Carmelino	Santi Lopez	Dom.	76.5	$80.00	$38.68	$18.20	
7/14/2015	2021	Carmelino	Santi Lopez	Dom.	71.49	$75.00	$38.68	$18.20	
7/21/2015	2021	Carmelino	Santi Lopez	Dom.	57	$75.00	$38.68	$18.20	
7/28/2015	2021	Carmelino	Santi Lopez	Dom.	67.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/4/2015	2021	Carmelino	Santi Lopez	Dom.	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2021	Carmelino	Santi Lopez	Dom.	70	$75.00	$38.68	$18.20	
	8/18/2015	2021	Carmelino	Santi Lopez	Dom.	67	$75.00	$38.68	$18.20	
	8/25/2015	2021	Carmelino	Santi Lopez	Dom.	66.51	$75.00	$38.68	$18.20	
	9/1/2015	2021	Carmelino	Santi Lopez	Dom.	67.24	$75.00	$38.68	$18.20	
	9/8/2015	2021	Carmelino	Santi Lopez	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2021	Carmelino	Santi Lopez	Dom.	60.5	$75.00	$38.68	$18.20	
	9/22/2015	2021	Carmelino	Santi Lopez	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1491.74**	**$1,665.00**	**$850.96**	**$400.40**	**$2,916.36**
21	4/21/2015	2022	Francisco	Hernandez	Dom.	10.75	$75.00	$38.68	$18.20	
	4/28/2015	2022	Francisco	Hernandez	Dom.	24.75	$75.00	$38.68	$18.20	
	5/5/2015	2022	Francisco	Hernandez	Dom.	65.25	$75.00	$38.68	$18.20	
	5/12/2015	2022	Francisco	Hernandez	Dom.	86	$75.00	$38.68	$18.20	
	5/19/2015	2022	Francisco	Hernandez	Dom.	80.5	$75.00	$38.68	$18.20	
	5/26/2015	2022	Francisco	Hernandez	Dom.	70.75	$75.00	$38.68	$18.20	
	6/2/2015	2022	Francisco	Hernandez	Dom.	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2022	Francisco	Hernandez	Dom.	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2022	Francisco	Hernandez	Dom.	73.74	$75.00	$38.68	$18.20	
	6/23/2015	2022	Francisco	Hernandez	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2022	Francisco	Hernandez	Dom.	72.73	$80.00	$38.68	$18.20	
	7/7/2015	2022	Francisco	Hernandez	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2022	Francisco	Hernandez	Dom.	70.49	$75.00	$38.68	$18.20	
	7/21/2015	2022	Francisco	Hernandez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2022	Francisco	Hernandez	Dom.	67	$75.00	$38.68	$18.20	
	8/4/2015	2022	Francisco	Hernandez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/11/2015	2022	Francisco	Hernandez	Dom.	66	$75.00	$38.68	$18.20	
	8/18/2015	2022	Francisco	Hernandez	Dom.	67	$75.00	$38.68	$18.20	
	8/25/2015	2022	Francisco	Hernandez	Dom.	66.5	$75.00	$38.68	$18.20	
	9/1/2015	2022	Francisco	Hernandez	Dom.	70.24	$75.00	$38.68	$18.20	
	9/8/2015	2022	Francisco	Hernandez	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2022	Francisco	Hernandez	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2022	Francisco	Hernandez	Dom.	57.75	$75.00	$38.68	$18.20	
	Total					**1442.95**	**$1,740.00**	**$889.64**	**$418.60**	**$3,048.24**
22	4/28/2015	2053	Jose L	Reynoso Rodriguez	Dom.	23.5	$75.00	$38.68	$18.20	
	5/5/2015	2053	Jose L	Reynoso Rodriguez	Dom.	65.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
5/12/2015	2053	Jose L	Reynoso Rodriguez	Dom.	86	$75.00	$38.68	$18.20	
5/19/2015	2053	Jose L	Reynoso Rodriguez	Dom.	79	$75.00	$38.68	$18.20	
5/26/2015	2053	Jose L	Reynoso Rodriguez	Dom.	70.75	$75.00	$38.68	$18.20	
6/2/2015	2053	Jose L	Reynoso Rodriguez	Dom.	69.25	$75.00	$38.68	$18.20	
6/9/2015	2053	Jose L	Reynoso Rodriguez	Dom.	75.5	$75.00	$38.68	$18.20	
6/16/2015	2053	Jose L	Reynoso Rodriguez	Dom.	75	$75.00	$38.68	$18.20	
6/23/2015	2053	Jose L	Reynoso Rodriguez	Dom.	72.51	$80.00	$38.68	$18.20	
6/30/2015	2053	Jose L	Reynoso Rodriguez	Dom.	74.51	$80.00	$38.68	$18.20	
7/7/2015	2053	Jose L	Reynoso Rodriguez	Dom.	76.01	$80.00	$38.68	$18.20	
7/14/2015	2053	Jose L	Reynoso Rodriguez	Dom.	73.5	$75.00	$38.68	$18.20	
7/21/2015	2053	Jose L	Reynoso Rodriguez	Dom.	58.75	$75.00	$38.68	$18.20	
7/28/2015	2053	Jose L	Reynoso Rodriguez	Dom.	65.25	$75.00	$38.68	$18.20	
8/4/2015	2053	Jose L	Reynoso Rodriguez	Dom.	60.5	$75.00	$38.68	$18.20	
8/11/2015	2053	Jose L	Reynoso Rodriguez	Dom.	66	$75.00	$38.68	$18.20	
8/18/2015	2053	Jose L	Reynoso Rodriguez	Dom.	65.52	$75.00	$38.68	$18.20	
8/25/2015	2053	Jose L	Reynoso Rodriguez	Dom.	67.99	$75.00	$38.68	$18.20	
9/1/2015	2053	Jose L	Reynoso Rodriguez	Dom.	71.5	$75.00	$38.68	$18.20	
9/8/2015	2053	Jose L	Reynoso Rodriguez	Dom.	74	$75.00	$38.68	$18.20	
9/15/2015	2053	Jose L	Reynoso Rodriguez	Dom.	61.25	$75.00	$38.68	$18.20	
9/22/2015	2053	Jose L	Reynoso Rodriguez	Dom.	57.76	$75.00	$38.68	$18.20	
Total					**1489.3**	**$1,665.00**	**$850.96**	**$400.40**	**$2,916.36**
23 5/12/2015	2054	Ranulfo	Lopez	Dom.	86	$75.00	$38.68	$18.20	
5/19/2015	2054	Ranulfo	Lopez	Dom.	80.5	$75.00	$38.68	$18.20	
5/26/2015	2054	Ranulfo	Lopez	Dom.	70.75	$75.00	$38.68	$18.20	
6/2/2015	2054	Ranulfo	Lopez	Dom.	70.25	$75.00	$38.68	$18.20	
6/9/2015	2054	Ranulfo	Lopez	Dom.	74.25	$75.00	$38.68	$18.20	
6/16/2015	2054	Ranulfo	Lopez	Dom.	73.25	$75.00	$38.68	$18.20	
6/23/2015	2054	Ranulfo	Lopez	Dom.	72.51	$80.00	$38.68	$18.20	
6/30/2015	2054	Ranulfo	Lopez	Dom.	72.51	$80.00	$38.68	$18.20	
7/7/2015	2054	Ranulfo	Lopez	Dom.	74.76	$80.00	$38.68	$18.20	
7/14/2015	2054	Ranulfo	Lopez	Dom.	70.51	$75.00	$38.68	$18.20	
7/21/2015	2054	Ranulfo	Lopez	Dom.	54.03	$75.00	$38.68	$18.20	
7/28/2015	2054	Ranulfo	Lopez	Dom.	68	$75.00	$38.68	$18.20	
8/4/2015	2054	Ranulfo	Lopez	Dom.	64	$75.00	$38.68	$18.20	
8/11/2015	2054	Ranulfo	Lopez	Dom.	70.28	$75.00	$38.68	$18.20	
8/18/2015	2054	Ranulfo	Lopez	Dom.	67.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/25/2015	2054	Ranulfo	Lopez	Dom.	57	$75.00	$38.68	$18.20	
	9/1/2015	2054	Ranulfo	Lopez	Dom.	70.25	$75.00	$38.68	$18.20	
	9/8/2015	2054	Ranulfo	Lopez	Dom.	72.75	$75.00	$38.68	$18.20	
	9/15/2015	2054	Ranulfo	Lopez	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2054	Ranulfo	Lopez	Dom.	62.75	$75.00	$38.68	$18.20	
	4/28/2015	2054	Ranulfo	Lopez	Dom.	23.5	$75.00	$38.68	$18.20	
	5/5/2015	2054	Ranulfo	Lopez	Dom.	66.75	$75.00	$38.68	$18.20	
	Total					**1482.6**	**$1,665.00**	**$850.96**	**$400.40**	**$2,916.36**
24	4/28/2015	2057	Conrrado	Perez Vasquez	Dom.	23.5	$75.00	$38.68	$18.20	
	5/5/2015	2057	Conrrado	Perez Vasquez	Dom.	65.25	$75.00	$38.68	$18.20	
	5/12/2015	2057	Conrrado	Perez Vasquez	Dom.	86	$75.00	$38.68	$18.20	
	5/19/2015	2057	Conrrado	Perez Vasquez	Dom.	75.5	$75.00	$38.68	$18.20	
	5/26/2015	2057	Conrrado	Perez Vasquez	Dom.	71	$75.00	$38.68	$18.20	
	6/2/2015	2057	Conrrado	Perez Vasquez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2057	Conrrado	Perez Vasquez	Dom.	76.5	$75.00	$38.68	$18.20	
	6/16/2015	2057	Conrrado	Perez Vasquez	Dom.	52.47	$75.00	$38.68	$18.20	
	6/23/2015	2057	Conrrado	Perez Vasquez	Dom.	72.74	$80.00	$38.68	$18.20	
	6/30/2015	2057	Conrrado	Perez Vasquez	Dom.	62	$80.00	$38.68	$18.20	
	7/7/2015	2057	Conrrado	Perez Vasquez	Dom.	76.51	$80.00	$38.68	$18.20	
	7/14/2015	2057	Conrrado	Perez Vasquez	Dom.	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2057	Conrrado	Perez Vasquez	Dom.	57.49	$75.00	$38.68	$18.20	
	7/28/2015	2057	Conrrado	Perez Vasquez	Dom.	63	$75.00	$38.68	$18.20	
	8/4/2015	2057	Conrrado	Perez Vasquez	Dom.	58.53	$75.00	$38.68	$18.20	
	8/11/2015	2057	Conrrado	Perez Vasquez	Dom.	56.76	$75.00	$38.68	$18.20	
	8/18/2015	2057	Conrrado	Perez Vasquez	Dom.	58.26	$75.00	$38.68	$18.20	
	8/25/2015	2057	Conrrado	Perez Vasquez	Dom.	29.74	$75.00	$38.68	$18.20	
	9/1/2015	2057	Conrrado	Perez Vasquez	Dom.	49.5	$75.00	$38.68	$18.20	
	9/8/2015	2057	Conrrado	Perez Vasquez	Dom.	40.76	$75.00	$38.68	$18.20	
	9/15/2015	2057	Conrrado	Perez Vasquez	Dom.	60.75	$75.00	$38.68	$18.20	
	Total					**1277**	**$1,590.00**	**$812.28**	**$382.20**	**$2,784.48**
25	5/12/2015	2063	Jorge	Escovar	Dom.	86	$75.00	$38.68	$18.20	
	5/19/2015	2063	Jorge	Escovar	Dom.	80.5	$75.00	$38.68	$18.20	
	5/26/2015	2063	Jorge	Escovar	Dom.	70.75	$75.00	$38.68	$18.20	
	6/2/2015	2063	Jorge	Escovar	Dom.	69.5	$75.00	$38.68	$18.20	
	6/9/2015	2063	Jorge	Escovar	Dom.	76.49	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/16/2015	2063	Jorge	Escovar	Dom.	74.5	$75.00	$38.68	$18.20	
	6/23/2015	2063	Jorge	Escovar	Dom.	72.73	$80.00	$38.68	$18.20	
	6/30/2015	2063	Jorge	Escovar	Dom.	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2063	Jorge	Escovar	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2063	Jorge	Escovar	Dom.	64.49	$75.00	$38.68	$18.20	
	7/21/2015	2063	Jorge	Escovar	Dom.	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2063	Jorge	Escovar	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2063	Jorge	Escovar	Dom.	54.5	$75.00	$38.68	$18.20	
	8/11/2015	2063	Jorge	Escovar	Dom.	64.51	$75.00	$38.68	$18.20	
	8/18/2015	2063	Jorge	Escovar	Dom.	64.25	$75.00	$38.68	$18.20	
	8/25/2015	2063	Jorge	Escovar	Dom.	67.98	$75.00	$38.68	$18.20	
	9/1/2015	2063	Jorge	Escovar	Dom.	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2063	Jorge	Escovar	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2063	Jorge	Escovar	Dom.	60.25	$75.00	$38.68	$18.20	
	9/22/2015	2063	Jorge	Escovar	Dom.	57.75	$75.00	$38.68	$18.20	
	5/5/2015	2063	Jorge	Escovas	Dom.	69.5	$75.00	$38.68	$18.20	
	Total					**1447.69**	**$1,590.00**	**$812.28**	**$382.20**	**$2,784.48**
26	5/5/2015	2064	Roberto	Hernandez	Dom.	77.25	$75.00	$38.68	$18.20	
	5/12/2015	2064	Roberto	Hernandez	Dom.	86	$75.00	$38.68	$18.20	
	5/19/2015	2064	Roberto	Hernandez	Dom.	74	$75.00	$38.68	$18.20	
	5/26/2015	2064	Roberto	Hernandez	Dom.	71.75	$75.00	$38.68	$18.20	
	6/2/2015	2064	Roberto	Hernandez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2064	Roberto	Hernandez	Dom.	75.99	$75.00	$38.68	$18.20	
	6/16/2015	2064	Roberto	Hernandez	Dom.	73.75	$75.00	$38.68	$18.20	
	6/23/2015	2064	Roberto	Hernandez	Dom.	72	$80.00	$38.68	$18.20	
	Total					**599.99**	**$605.00**	**$309.44**	**$145.60**	**$1,060.04**
27	5/12/2015	2097	Tomas	Perez	Dom.	61.25	$75.00	$38.68	$18.20	
	Total					**61.25**	**$75.00**	**$38.68**	**$18.20**	**$131.88**
	5/19/2015	2098	Brian H	Hernandez	Dom.	10.25	$0.00	$0.00	$0.00	
	5/26/2015	2098	Brian H	Hernandez	Dom.	42	$0.00	$0.00	$0.00	
	6/2/2015	2098	Brian H	Hernandez	Dom.	21.5	$0.00	$0.00	$0.00	
	6/9/2015	2098	Brian H	Hernandez	Dom.	23.25	$0.00	$0.00	$0.00	
	6/16/2015	2098	Brian H	Hernandez	Dom.	19.99	$0.00	$0.00	$0.00	
	6/23/2015	2098	Brian H	Hernandez	Dom.	65.25	$0.00	$0.00	$0.00	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/30/2015	2098	Brian H	Hernandez	Dom.	77.01	$0.00	$0.00	$0.00	
	7/7/2015	2098	Brian H	Hernandez	Dom.	83.01	$0.00	$0.00	$0.00	
	7/14/2015	2098	Brian H	Hernandez	Dom.	77	$0.00	$0.00	$0.00	
	7/21/2015	2098	Brian H	Hernandez	Dom.	61.75	$0.00	$0.00	$0.00	
	7/28/2015	2098	Brian H	Hernandez	Dom.	67.25	$0.00	$0.00	$0.00	
	8/4/2015	2098	Brian H	Hernandez	Dom.	62.75	$0.00	$0.00	$0.00	
	8/11/2015	2098	Brian H	Hernandez	Dom.	67.51	$0.00	$0.00	$0.00	
	8/18/2015	2098	Brian H	Hernandez	Dom.	68.51	$0.00	$0.00	$0.00	
	8/25/2015	2098	Brian H	Hernandez	Dom.	70.5	$0.00	$0.00	$0.00	
	9/1/2015	2098	Brian H	Hernandez	Dom.	73.25	$0.00	$0.00	$0.00	
	9/8/2015	2098	Brian H	Hernandez	Dom.	65.25	$0.00	$0.00	$0.00	
	9/15/2015	2098	Brian H	Hernandez	Dom.	16	$0.00	$0.00	$0.00	
	Total					**972.03**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
28	5/19/2015	2102	Domingo	Perez Lopez	Dom.	20.5	$75.00	$38.68	$18.20	
	5/26/2015	2102	Domingo	Perez Lopez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2102	Domingo	Perez Lopez	Dom.	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2102	Domingo	Perez Lopez	Dom.	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2102	Domingo	Perez Lopez	Dom.	73.76	$75.00	$38.68	$18.20	
	6/23/2015	2102	Domingo	Perez Lopez	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2102	Domingo	Perez Lopez	Dom.	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2102	Domingo	Perez Lopez	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2102	Domingo	Perez Lopez	Dom.	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2102	Domingo	Perez Lopez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2102	Domingo	Perez Lopez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2102	Domingo	Perez Lopez	Dom.	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2102	Domingo	Perez Lopez	Dom.	70.03	$75.00	$38.68	$18.20	
	8/18/2015	2102	Domingo	Perez Lopez	Dom.	67	$75.00	$38.68	$18.20	
	8/25/2015	2102	Domingo	Perez Lopez	Dom.	65.51	$75.00	$38.68	$18.20	
	9/1/2015	2102	Domingo	Perez Lopez	Dom.	70	$75.00	$38.68	$18.20	
	9/8/2015	2102	Domingo	Perez Lopez	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2102	Domingo	Perez Lopez	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2102	Domingo	Perez Lopez	Dom.	48.25	$75.00	$38.68	$18.20	
	Total					**1245.3**	**$1,440.00**	**$734.92**	**$345.80**	**$2,520.72**
29	5/19/2015	2103	Jose D	Cruz Reyes	Dom.	20.5	$75.00	$38.68	$18.20	
	5/26/2015	2103	Jose D	Cruz Reyes	Dom.	69.25	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
6/2/2015	2103	Jose D	Cruz Reyes	Dom.	70.5	$75.00	$38.68	$18.20	
6/9/2015	2103	Jose D	Cruz Reyes	Dom.	75.5	$75.00	$38.68	$18.20	
6/16/2015	2103	Jose D	Cruz Reyes	Dom.	73.75	$75.00	$38.68	$18.20	
6/23/2015	2103	Jose D	Cruz Reyes	Dom.	72	$80.00	$38.68	$18.20	
6/30/2015	2103	Jose D	Cruz Reyes	Dom.	71.74	$80.00	$38.68	$18.20	
7/7/2015	2103	Jose D	Cruz Reyes	Dom.	75.74	$80.00	$38.68	$18.20	
7/14/2015	2103	Jose D	Cruz Reyes	Dom.	64.5	$75.00	$38.68	$18.20	
7/21/2015	2103	Jose D	Cruz Reyes	Dom.	57	$75.00	$38.68	$18.20	
7/28/2015	2103	Jose D	Cruz Reyes	Dom.	67	$75.00	$38.68	$18.20	
8/4/2015	2103	Jose D	Cruz Reyes	Dom.	67.25	$75.00	$38.68	$18.20	
8/11/2015	2103	Jose D	Cruz Reyes	Dom.	70.03	$75.00	$38.68	$18.20	
8/18/2015	2103	Jose D	Cruz Reyes	Dom.	67	$75.00	$38.68	$18.20	
8/25/2015	2103	Jose D	Cruz Reyes	Dom.	66.75	$75.00	$38.68	$18.20	
9/1/2015	2103	Jose D	Cruz Reyes	Dom.	70	$75.00	$38.68	$18.20	
9/8/2015	2103	Jose D	Cruz Reyes	Dom.	72.5	$75.00	$38.68	$18.20	
9/15/2015	2103	Jose D	Cruz Reyes	Dom.	60.75	$75.00	$38.68	$18.20	
9/22/2015	2103	Jose D	Cruz Reyes	Dom.	57.75	$75.00	$38.68	$18.20	
Total					**1249.51**	**$1,440.00**	**$734.92**	**$345.80**	**$2,520.72**
5/19/2015	2104	Javier	Cruz Lopez	Dom.	17	$75.00	$38.68	$18.20	
5/26/2015	2104	Javier	Cruz Lopez	Dom.	69.5	$75.00	$38.68	$18.20	
6/2/2015	2104	Javier	Cruz Lopez	Dom.	70.5	$75.00	$38.68	$18.20	
6/9/2015	2104	Javier	Cruz Lopez	Dom.	75.5	$75.00	$38.68	$18.20	
6/16/2015	2104	Javier	Cruz Lopez	Dom.	74	$75.00	$38.68	$18.20	
6/23/2015	2104	Javier	Cruz Lopez	Dom.	72	$80.00	$38.68	$18.20	
6/30/2015	2104	Javier	Cruz Lopez	Dom.	71.74	$80.00	$38.68	$18.20	
7/7/2015	2104	Javier	Cruz Lopez	Dom.	75.74	$80.00	$38.68	$18.20	
7/14/2015	2104	Javier	Cruz Lopez	Dom.	70.5	$75.00	$38.68	$18.20	
7/21/2015	2104	Javier	Cruz Lopez	Dom.	57	$75.00	$38.68	$18.20	
7/28/2015	2104	Javier	Cruz Lopez	Dom.	67	$75.00	$38.68	$18.20	
8/4/2015	2104	Javier	Cruz Lopez	Dom.	67.25	$75.00	$38.68	$18.20	
8/11/2015	2104	Javier	Cruz Lopez	Dom.	70.03	$75.00	$38.68	$18.20	
8/18/2015	2104	Javier	Cruz Lopez	Dom.	67	$75.00	$38.68	$18.20	
8/25/2015	2104	Javier	Cruz Lopez	Dom.	66.75	$75.00	$38.68	$18.20	
9/1/2015	2104	Javier	Cruz Lopez	Dom.	70	$75.00	$38.68	$18.20	
9/8/2015	2104	Javier	Cruz Lopez	Dom.	72.5	$75.00	$38.68	$18.20	
9/15/2015	2104	Javier	Cruz Lopez	Dom.	60.76	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/22/2015	2104	Javier	Cruz Lopez	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1252.77**	**$1,440.00**	**$734.92**	**$345.80**	**$2,520.72**
31	5/19/2015	2105	Rufino	Hernandez Perez	Dom.	20.5	$75.00	$38.68	$18.20	
	5/26/2015	2105	Rufino	Hernandez Perez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2105	Rufino	Hernandez Perez	Dom.	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2105	Rufino	Hernandez Perez	Dom.	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2105	Rufino	Hernandez Perez	Dom.	73.75	$75.00	$38.68	$18.20	
	6/23/2015	2105	Rufino	Hernandez Perez	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2105	Rufino	Hernandez Perez	Dom.	72.73	$80.00	$38.68	$18.20	
	7/7/2015	2105	Rufino	Hernandez Perez	Dom.	75.75	$80.00	$38.68	$18.20	
	7/14/2015	2105	Rufino	Hernandez Perez	Dom.	59.49	$75.00	$38.68	$18.20	
	7/21/2015	2105	Rufino	Hernandez Perez	Dom.	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2105	Rufino	Hernandez Perez	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2105	Rufino	Hernandez Perez	Dom.	37.75	$75.00	$38.68	$18.20	
	8/11/2015	2105	Rufino	Hernandez Perez	Dom.	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2105	Rufino	Hernandez Perez	Dom.	64.26	$75.00	$38.68	$18.20	
	8/25/2015	2105	Rufino	Hernandez Perez	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2105	Rufino	Hernandez Perez	Dom.	71.5	$75.00	$38.68	$18.20	
	9/8/2015	2105	Rufino	Hernandez Perez	Dom.	73.99	$75.00	$38.68	$18.20	
	9/15/2015	2105	Rufino	Hernandez Perez	Dom.	61	$75.00	$38.68	$18.20	
	9/22/2015	2105	Rufino	Hernandez Perez	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1208.97**	**$1,440.00**	**$734.92**	**$345.80**	**$2,520.72**
32	5/19/2015	2106	Ricardo	Lopez Cruz	Dom.	20.5	$75.00	$38.68	$18.20	
	5/26/2015	2106	Ricardo	Lopez Cruz	Dom.	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2106	Ricardo	Lopez Cruz	Dom.	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2106	Ricardo	Lopez Cruz	Dom.	74.25	$75.00	$38.68	$18.20	
	6/16/2015	2106	Ricardo	Lopez Cruz	Dom.	73.5	$75.00	$38.68	$18.20	
	6/23/2015	2106	Ricardo	Lopez Cruz	Dom.	72.5	$80.00	$38.68	$18.20	
	6/30/2015	2106	Ricardo	Lopez Cruz	Dom.	72.52	$80.00	$38.68	$18.20	
	7/7/2015	2106	Ricardo	Lopez Cruz	Dom.	74.76	$80.00	$38.68	$18.20	
	7/14/2015	2106	Ricardo	Lopez Cruz	Dom.	70.51	$75.00	$38.68	$18.20	
	7/21/2015	2106	Ricardo	Lopez Cruz	Dom.	54.03	$75.00	$38.68	$18.20	
	7/28/2015	2106	Ricardo	Lopez Cruz	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2106	Ricardo	Lopez Cruz	Dom.	63.75	$75.00	$38.68	$18.20	
	8/11/2015	2106	Ricardo	Lopez Cruz	Dom.	70.03	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/18/2015	2106	Ricardo	Lopez Cruz	Dom.	67.5	$75.00	$38.68	$18.20	
	8/25/2015	2106	Ricardo	Lopez Cruz	Dom.	65.51	$75.00	$38.68	$18.20	
	9/1/2015	2106	Ricardo	Lopez Cruz	Dom.	70	$75.00	$38.68	$18.20	
	9/8/2015	2106	Ricardo	Lopez Cruz	Dom.	72.75	$75.00	$38.68	$18.20	
	9/15/2015	2106	Ricardo	Lopez Cruz	Dom.	55.25	$75.00	$38.68	$18.20	
	9/22/2015	2106	Ricardo	Lopez Cruz	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1242.36**	**$1,440.00**	**$734.92**	**$345.80**	**$2,520.72**
33	5/19/2015	2107	Victor	Lopez Cruz	Dom.	20.5	$75.00	$38.68	$18.20	
	5/26/2015	2107	Victor	Lopez Cruz	Dom.	69.25	$75.00	$38.68	$18.20	
	6/2/2015	2107	Victor	Lopez Cruz	Dom.	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2107	Victor	Lopez Cruz	Dom.	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2107	Victor	Lopez Cruz	Dom.	73.99	$75.00	$38.68	$18.20	
	6/23/2015	2107	Victor	Lopez Cruz	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2107	Victor	Lopez Cruz	Dom.	71.74	$80.00	$38.68	$18.20	
	7/7/2015	2107	Victor	Lopez Cruz	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2107	Victor	Lopez Cruz	Dom.	64.5	$75.00	$38.68	$18.20	
	7/21/2015	2107	Victor	Lopez Cruz	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2107	Victor	Lopez Cruz	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2107	Victor	Lopez Cruz	Dom.	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2107	Victor	Lopez Cruz	Dom.	70.03	$75.00	$38.68	$18.20	
	8/18/2015	2107	Victor	Lopez Cruz	Dom.	67	$75.00	$38.68	$18.20	
	8/25/2015	2107	Victor	Lopez Cruz	Dom.	66.75	$75.00	$38.68	$18.20	
	9/1/2015	2107	Victor	Lopez Cruz	Dom.	70	$75.00	$38.68	$18.20	
	9/8/2015	2107	Victor	Lopez Cruz	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2107	Victor	Lopez Cruz	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2107	Victor	Lopez Cruz	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1250.51**	**$1,440.00**	**$734.92**	**$345.80**	**$2,520.72**
34	5/26/2015	2110	Salvador	Rodriguez Velasquez	Dom.	27	$75.00	$38.68	$18.20	
	6/2/2015	2110	Salvador	Rodriguez Velasquez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2110	Salvador	Rodriguez Velasquez	Dom.	76.75	$75.00	$38.68	$18.20	
	6/16/2015	2110	Salvador	Rodriguez Velasquez	Dom.	74.49	$75.00	$38.68	$18.20	
	6/23/2015	2110	Salvador	Rodriguez Velasquez	Dom.	72.73	$80.00	$38.68	$18.20	
	6/30/2015	2110	Salvador	Rodriguez Velasquez	Dom.	72.01	$80.00	$38.68	$18.20	
	7/7/2015	2110	Salvador	Rodriguez Velasquez	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2110	Salvador	Rodriguez Velasquez	Dom.	70.76	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/21/2015	2110	Salvador	Rodriguez Velasquez	Dom.	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2110	Salvador	Rodriguez Velasquez	Dom.	49.5	$75.00	$38.68	$18.20	
	8/4/2015	2110	Salvador	Rodriguez Velasquez	Dom.	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2110	Salvador	Rodriguez Velasquez	Dom.	64.5	$75.00	$38.68	$18.20	
	8/18/2015	2110	Salvador	Rodriguez Velasquez	Dom.	38.75	$75.00	$38.68	$18.20	
	8/25/2015	2110	Salvador	Rodriguez Velasquez	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2110	Salvador	Rodriguez Velasquez	Dom.	71.5	$75.00	$38.68	$18.20	
	9/8/2015	2110	Salvador	Rodriguez Velasquez	Dom.	74.01	$75.00	$38.68	$18.20	
	9/15/2015	2110	Salvador	Rodriguez Velasquez	Dom.	60.76	$75.00	$38.68	$18.20	
	9/22/2015	2110	Salvador	Rodriguez Velasquez	Dom.	57.51	$75.00	$38.68	$18.20	
	Total					**1138.5**	**$1,365.00**	**$696.24**	**$327.60**	**$2,388.84**
35	5/26/2015	2111	Jeines	Rodriguez Velasquez	Dom.	27	$75.00	$38.68	$18.20	
	6/2/2015	2111	Jeines	Rodriguez Velasquez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2111	Jeines	Rodriguez Velasquez	Dom.	76.74	$75.00	$38.68	$18.20	
	6/16/2015	2111	Jeines	Rodriguez Velasquez	Dom.	74.49	$75.00	$38.68	$18.20	
	6/23/2015	2111	Jeines	Rodriguez Velasquez	Dom.	68.5	$80.00	$38.68	$18.20	
	6/30/2015	2111	Jeines	Rodriguez Velasquez	Dom.	40	$80.00	$38.68	$18.20	
	7/7/2015	2111	Jeines	Rodriguez Velasquez	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2111	Jeines	Rodriguez Velasquez	Dom.	70.76	$75.00	$38.68	$18.20	
	7/21/2015	2111	Jeines	Rodriguez Velasquez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2111	Jeines	Rodriguez Velasquez	Dom.	68	$75.00	$38.68	$18.20	
	8/4/2015	2111	Jeines	Rodriguez Velasquez	Dom.	67.75	$75.00	$38.68	$18.20	
	8/11/2015	2111	Jeines	Rodriguez Velasquez	Dom.	69.75	$75.00	$38.68	$18.20	
	8/18/2015	2111	Jeines	Rodriguez Velasquez	Dom.	67.24	$75.00	$38.68	$18.20	
	8/25/2015	2111	Jeines	Rodriguez Velasquez	Dom.	65.26	$75.00	$38.68	$18.20	
	9/1/2015	2111	Jeines	Rodriguez Velasquez	Dom.	71	$75.00	$38.68	$18.20	
	9/8/2015	2111	Jeines	Rodriguez Velasquez	Dom.	73.25	$75.00	$38.68	$18.20	
	9/15/2015	2111	Jeines	Rodriguez Velasquez	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2111	Jeines	Rodriguez Velasquez	Dom.	59.75	$75.00	$38.68	$18.20	
	Total					**1162.23**	**$1,365.00**	**$696.24**	**$327.60**	**$2,388.84**
36	5/26/2015	2112	Jose	Raya	Dom.	27	$75.00	$38.68	$18.20	
	6/2/2015	2112	Jose	Raya	Dom.	70.5	$75.00	$38.68	$18.20	
	6/9/2015	2112	Jose	Raya	Dom.	75.5	$75.00	$38.68	$18.20	
	6/16/2015	2112	Jose	Raya	Dom.	74.01	$75.00	$38.68	$18.20	
	6/23/2015	2112	Jose	Raya	Dom.	71.49	$80.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/30/2015	2112	Jose	Raya	Dom.	71.75	$80.00	$38.68	$18.20	
	7/7/2015	2112	Jose	Raya	Dom.	71.25	$80.00	$38.68	$18.20	
	7/14/2015	2112	Jose	Raya	Dom.	70.5	$75.00	$38.68	$18.20	
	7/21/2015	2112	Jose	Raya	Dom.	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2112	Jose	Raya	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2112	Jose	Raya	Dom.	59.24	$75.00	$38.68	$18.20	
	8/11/2015	2112	Jose	Raya	Dom.	65.76	$75.00	$38.68	$18.20	
	8/18/2015	2112	Jose	Raya	Dom.	54.76	$75.00	$38.68	$18.20	
	8/25/2015	2112	Jose	Raya	Dom.	68	$75.00	$38.68	$18.20	
	Total					**900.51**	**$1,065.00**	**$541.52**	**$254.80**	**$1,861.32**
37	5/26/2015	2113	Elias	Reynoso Rodriguez	Dom.	27	$75.00	$38.68	$18.20	
	6/2/2015	2113	Elias	Reynoso Rodriguez	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2113	Elias	Reynoso Rodriguez	Dom.	76	$75.00	$38.68	$18.20	
	6/16/2015	2113	Elias	Reynoso Rodriguez	Dom.	74.01	$75.00	$38.68	$18.20	
	6/23/2015	2113	Elias	Reynoso Rodriguez	Dom.	71.99	$80.00	$38.68	$18.20	
	6/30/2015	2113	Elias	Reynoso Rodriguez	Dom.	73	$80.00	$38.68	$18.20	
	7/7/2015	2113	Elias	Reynoso Rodriguez	Dom.	78.5	$80.00	$38.68	$18.20	
	7/14/2015	2113	Elias	Reynoso Rodriguez	Dom.	73.75	$75.00	$38.68	$18.20	
	7/21/2015	2113	Elias	Reynoso Rodriguez	Dom.	58.75	$75.00	$38.68	$18.20	
	7/28/2015	2113	Elias	Reynoso Rodriguez	Dom.	65.25	$75.00	$38.68	$18.20	
	8/4/2015	2113	Elias	Reynoso Rodriguez	Dom.	61.27	$75.00	$38.68	$18.20	
	8/11/2015	2113	Elias	Reynoso Rodriguez	Dom.	66.5	$75.00	$38.68	$18.20	
	8/18/2015	2113	Elias	Reynoso Rodriguez	Dom.	66.51	$75.00	$38.68	$18.20	
	8/25/2015	2113	Elias	Reynoso Rodriguez	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2113	Elias	Reynoso Rodriguez	Dom.	71.51	$75.00	$38.68	$18.20	
	9/8/2015	2113	Elias	Reynoso Rodriguez	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2113	Elias	Reynoso Rodriguez	Dom.	61.25	$75.00	$38.68	$18.20	
	9/22/2015	2113	Elias	Reynoso Rodriguez	Dom.	58.01	$75.00	$38.68	$18.20	
	Total					**1194.54**	**$1,365.00**	**$696.24**	**$327.60**	**$2,388.84**
38	5/26/2015	2114	Adonias O	Reynoso	Dom.	27	$75.00	$38.68	$18.20	
	6/2/2015	2114	Adonias O	Reynoso	Dom.	69.25	$75.00	$38.68	$18.20	
	6/9/2015	2114	Adonias O	Reynoso	Dom.	76.74	$75.00	$38.68	$18.20	
	6/16/2015	2114	Adonias O	Reynoso	Dom.	74.5	$75.00	$38.68	$18.20	
	6/23/2015	2114	Adonias O	Reynoso	Dom.	72.74	$80.00	$38.68	$18.20	
	6/30/2015	2114	Adonias O	Reynoso	Dom.	71.76	$80.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	7/7/2015	2114	Adonias O	Reynoso	Dom.	75.5	$80.00	$38.68	$18.20	
	7/14/2015	2114	Adonias O	Reynoso	Dom.	59.76	$75.00	$38.68	$18.20	
	7/21/2015	2114	Adonias O	Reynoso	Dom.	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2114	Adonias O	Reynoso	Dom.	59.75	$75.00	$38.68	$18.20	
	8/4/2015	2114	Adonias O	Reynoso	Dom.	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2114	Adonias O	Reynoso	Dom.	64.51	$75.00	$38.68	$18.20	
	8/18/2015	2114	Adonias O	Reynoso	Dom.	64.27	$75.00	$38.68	$18.20	
	8/25/2015	2114	Adonias O	Reynoso	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2114	Adonias O	Reynoso	Dom.	71.51	$75.00	$38.68	$18.20	
	9/8/2015	2114	Adonias O	Reynoso	Dom.	74.01	$75.00	$38.68	$18.20	
	9/15/2015	2114	Adonias O	Reynoso	Dom.	61	$75.00	$38.68	$18.20	
	9/22/2015	2114	Adonias O	Reynoso	Dom.	57.5	$75.00	$38.68	$18.20	
	Total					**1162.79**	**$1,365.00**	**$696.24**	**$327.60**	**$2,388.84**
39	6/2/2015	2134	Esdras	Velasquez	Dom.	23.5	$75.00	$38.68	$18.20	
	6/9/2015	2134	Esdras	Velasquez	Dom.	88.74	$75.00	$38.68	$18.20	
	6/16/2015	2134	Esdras	Velasquez	Dom.	73.74	$75.00	$38.68	$18.20	
	6/23/2015	2134	Esdras	Velasquez	Dom.	68.25	$80.00	$38.68	$18.20	
	6/30/2015	2134	Esdras	Velasquez	Dom.	71.76	$80.00	$38.68	$18.20	
	7/7/2015	2134	Esdras	Velasquez	Dom.	65.25	$80.00	$38.68	$18.20	
	7/14/2015	2134	Esdras	Velasquez	Dom.	10.5	$75.00	$38.68	$18.20	
	Total					**401.74**	**$540.00**	**$270.76**	**$127.40**	**$938.16**
40	6/2/2015	2135	Eusebio	Asencion Flores	Dom.	38	$75.00	$38.68	$18.20	
	6/9/2015	2135	Eusebio	Asencion Flores	Dom.	74	$75.00	$38.68	$18.20	
	6/16/2015	2135	Eusebio	Asencion Flores	Dom.	74.47	$75.00	$38.68	$18.20	
	6/23/2015	2135	Eusebio	Asencion Flores	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2135	Eusebio	Asencion Flores	Dom.	72	$80.00	$38.68	$18.20	
	7/7/2015	2135	Eusebio	Asencion Flores	Dom.	42.99	$80.00	$38.68	$18.20	
	7/14/2015	2135	Eusebio	Asencion Flores	Dom.	59.99	$75.00	$38.68	$18.20	
	7/21/2015	2135	Eusebio	Asencion Flores	Dom.	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2135	Eusebio	Asencion Flores	Dom.	23.75	$75.00	$38.68	$18.20	
	8/4/2015	2135	Eusebio	Asencion Flores	Dom.	57.75	$75.00	$38.68	$18.20	
	8/11/2015	2135	Eusebio	Asencion Flores	Dom.	64.75	$75.00	$38.68	$18.20	
	8/18/2015	2135	Eusebio	Asencion Flores	Dom.	58.48	$75.00	$38.68	$18.20	
	8/25/2015	2135	Eusebio	Asencion Flores	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2135	Eusebio	Asencion Flores	Dom.	71.49	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/8/2015	2135	Eusebio	Asencion Flores	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2135	Eusebio	Asencion Flores	Dom.	60.24	$75.00	$38.68	$18.20	
	9/22/2015	2135	Eusebio	Asencion Flores	Dom.	57.74	$75.00	$38.68	$18.20	
	Total					**1026.9**	**$1,290.00**	**$657.56**	**$309.40**	**$2,256.96**
41	6/2/2015	2137	Ramiro	Perez	Dom.	18.5	$75.00	$38.68	$18.20	
	6/9/2015	2137	Ramiro	Perez	Dom.	88.5	$75.00	$38.68	$18.20	
	6/16/2015	2137	Ramiro	Perez	Dom.	74.48	$75.00	$38.68	$18.20	
	6/23/2015	2137	Ramiro	Perez	Dom.	72.73	$80.00	$38.68	$18.20	
	6/30/2015	2137	Ramiro	Perez	Dom.	70.75	$80.00	$38.68	$18.20	
	7/7/2015	2137	Ramiro	Perez	Dom.	76.5	$80.00	$38.68	$18.20	
	7/14/2015	2137	Ramiro	Perez	Dom.	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2137	Ramiro	Perez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2137	Ramiro	Perez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2137	Ramiro	Perez	Dom.	63.75	$75.00	$38.68	$18.20	
	8/11/2015	2137	Ramiro	Perez	Dom.	42.75	$75.00	$38.68	$18.20	
	Total					**703.7**	**$840.00**	**$425.48**	**$200.20**	**$1,465.68**
42	6/9/2015	2139	Matias	Ramirez	Dom.	31.5	$75.00	$38.68	$18.20	
	6/16/2015	2139	Matias	Ramirez	Dom.	69.49	$75.00	$38.68	$18.20	
	6/23/2015	2139	Matias	Ramirez	Dom.	70.74	$80.00	$38.68	$18.20	
	6/30/2015	2139	Matias	Ramirez	Dom.	69.25	$80.00	$38.68	$18.20	
	7/7/2015	2139	Matias	Ramirez	Dom.	76.51	$80.00	$38.68	$18.20	
	7/14/2015	2139	Matias	Ramirez	Dom.	71.49	$75.00	$38.68	$18.20	
	7/21/2015	2139	Matias	Ramirez	Dom.	51.49	$75.00	$38.68	$18.20	
	7/28/2015	2139	Matias	Ramirez	Dom.	62.74	$75.00	$38.68	$18.20	
	8/4/2015	2139	Matias	Ramirez	Dom.	57.28	$75.00	$38.68	$18.20	
	8/11/2015	2139	Matias	Ramirez	Dom.	63.75	$75.00	$38.68	$18.20	
	8/18/2015	2139	Matias	Ramirez	Dom.	66.01	$75.00	$38.68	$18.20	
	8/25/2015	2139	Matias	Ramirez	Dom.	68.49	$75.00	$38.68	$18.20	
	9/1/2015	2139	Matias	Ramirez	Dom.	72.25	$75.00	$38.68	$18.20	
	9/8/2015	2139	Matias	Ramirez	Dom.	75.5	$75.00	$38.68	$18.20	
	9/15/2015	2139	Matias	Ramirez	Dom.	60.5	$75.00	$38.68	$18.20	
	9/22/2015	2139	Matias	Ramirez	Dom.	43.99	$75.00	$38.68	$18.20	
	Total					**1010.98**	**$1,215.00**	**$618.88**	**$291.20**	**$2,125.08**
43	6/16/2015	2176	Delmar	Cruz	Dom.	21.75	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	6/23/2015	2176	Delmar	Cruz	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2176	Delmar	Cruz	Dom.	71.51	$80.00	$38.68	$18.20	
	7/7/2015	2176	Delmar	Cruz	Dom.	75.73	$80.00	$38.68	$18.20	
	7/14/2015	2176	Delmar	Cruz	Dom.	70.49	$75.00	$38.68	$18.20	
	7/21/2015	2176	Delmar	Cruz	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2176	Delmar	Cruz	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2176	Delmar	Cruz	Dom.	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2176	Delmar	Cruz	Dom.	70.03	$75.00	$38.68	$18.20	
	8/18/2015	2176	Delmar	Cruz	Dom.	67	$75.00	$38.68	$18.20	
	8/25/2015	2176	Delmar	Cruz	Dom.	65.26	$75.00	$38.68	$18.20	
	9/1/2015	2176	Delmar	Cruz	Dom.	70.25	$75.00	$38.68	$18.20	
	9/8/2015	2176	Delmar	Cruz	Dom.	72.51	$75.00	$38.68	$18.20	
	Total					**848.29**	**$990.00**	**$502.84**	**$236.60**	**$1,729.44**
44	6/16/2015	2177	Antonio	Cruz Perez	Dom.	21.75	$75.00	$38.68	$18.20	
	6/23/2015	2177	Antonio	Cruz Perez	Dom.	72.01	$80.00	$38.68	$18.20	
	6/30/2015	2177	Antonio	Cruz Perez	Dom.	71.76	$80.00	$38.68	$18.20	
	7/7/2015	2177	Antonio	Cruz Perez	Dom.	75.74	$80.00	$38.68	$18.20	
	7/14/2015	2177	Antonio	Cruz Perez	Dom.	63.76	$75.00	$38.68	$18.20	
	7/21/2015	2177	Antonio	Cruz Perez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2177	Antonio	Cruz Perez	Dom.	67.25	$75.00	$38.68	$18.20	
	8/4/2015	2177	Antonio	Cruz Perez	Dom.	67.5	$75.00	$38.68	$18.20	
	8/11/2015	2177	Antonio	Cruz Perez	Dom.	70	$75.00	$38.68	$18.20	
	8/18/2015	2177	Antonio	Cruz Perez	Dom.	67	$75.00	$38.68	$18.20	
	8/25/2015	2177	Antonio	Cruz Perez	Dom.	66.76	$75.00	$38.68	$18.20	
	9/1/2015	2177	Antonio	Cruz Perez	Dom.	69.99	$75.00	$38.68	$18.20	
	9/8/2015	2177	Antonio	Cruz Perez	Dom.	72.5	$75.00	$38.68	$18.20	
	9/15/2015	2177	Antonio	Cruz Perez	Dom.	60.5	$75.00	$38.68	$18.20	
	9/22/2015	2177	Antonio	Cruz Perez	Dom.	49	$75.00	$38.68	$18.20	
	Total					**952.52**	**$1,140.00**	**$580.20**	**$273.00**	**$1,993.20**
45	6/23/2015	2183	Camilo	Carrera Hernandez	Dom.	53.25	$80.00	$38.68	$18.20	
	6/30/2015	2183	Camilo	Carrera Hernandez	Dom.	71	$80.00	$38.68	$18.20	
	7/7/2015	2183	Camilo	Carrera Hernandez	Dom.	76.5	$80.00	$38.68	$18.20	
	7/14/2015	2183	Camilo	Carrera Hernandez	Dom.	71.5	$75.00	$38.68	$18.20	
	7/21/2015	2183	Camilo	Carrera Hernandez	Dom.	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2183	Camilo	Carrera Hernandez	Dom.	63	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	8/4/2015	2183	Camilo	Carrera Hernandez	Dom.	58.78	$75.00	$38.68	$18.20	
	8/11/2015	2183	Camilo	Carrera Hernandez	Dom.	64.51	$75.00	$38.68	$18.20	
	8/18/2015	2183	Camilo	Carrera Hernandez	Dom.	64.51	$75.00	$38.68	$18.20	
	8/25/2015	2183	Camilo	Carrera Hernandez	Dom.	67.97	$75.00	$38.68	$18.20	
	9/1/2015	2183	Camilo	Carrera Hernandez	Dom.	71.74	$75.00	$38.68	$18.20	
	9/8/2015	2183	Camilo	Carrera Hernandez	Dom.	74.01	$75.00	$38.68	$18.20	
	9/15/2015	2183	Camilo	Carrera Hernandez	Dom.	61	$75.00	$38.68	$18.20	
	9/22/2015	2183	Camilo	Carrera Hernandez	Dom.	57.75	$75.00	$38.68	$18.20	
	Total					**913.02**	**$1,065.00**	**$541.52**	**$254.80**	**$1,861.32**
46	7/7/2015	2194	Francisco J	Gomes	Dom.	21.51	$80.00	$38.68	$18.20	
	7/14/2015	2194	Francisco J	Gomes	Dom.	70	$75.00	$38.68	$18.20	
	7/21/2015	2194	Francisco J	Gomes	Dom.	57.5	$75.00	$38.68	$18.20	
	7/28/2015	2194	Francisco J	Gomes	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2194	Francisco J	Gomes	Dom.	59.5	$75.00	$38.68	$18.20	
	8/11/2015	2194	Francisco J	Gomes	Dom.	65.76	$75.00	$38.68	$18.20	
	8/18/2015	2194	Francisco J	Gomes	Dom.	64.5	$75.00	$38.68	$18.20	
	8/25/2015	2194	Francisco J	Gomes	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2194	Francisco J	Gomes	Dom.	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2194	Francisco J	Gomes	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2194	Francisco J	Gomes	Dom.	60.51	$75.00	$38.68	$18.20	
	9/22/2015	2194	Francisco J	Gomes	Dom.	57.5	$75.00	$38.68	$18.20	
	Total					**733.77**	**$905.00**	**$464.16**	**$218.40**	**$1,587.56**
47	7/7/2015	2195	Juan	Vargas	Dom.	42.99	$80.00	$38.68	$18.20	
	7/14/2015	2195	Juan	Vargas	Dom.	70.25	$75.00	$38.68	$18.20	
	7/21/2015	2195	Juan	Vargas	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2195	Juan	Vargas	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2195	Juan	Vargas	Dom.	59.25	$75.00	$38.68	$18.20	
	8/11/2015	2195	Juan	Vargas	Dom.	65.75	$75.00	$38.68	$18.20	
	8/18/2015	2195	Juan	Vargas	Dom.	64.5	$75.00	$38.68	$18.20	
	8/25/2015	2195	Juan	Vargas	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2195	Juan	Vargas	Dom.	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2195	Juan	Vargas	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2195	Juan	Vargas	Dom.	61	$75.00	$38.68	$18.20	
	9/22/2015	2195	Juan	Vargas	Dom.	58	$75.00	$38.68	$18.20	
	Total					**755.73**	**$905.00**	**$464.16**	**$218.40**	**$1,587.56**

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
48	7/7/2015	2196	Lorenzo	Domingo Ramirez	Dom.	21.49	$80.00	$38.68	$18.20	
	7/14/2015	2196	Lorenzo	Domingo Ramirez	Dom.	66	$75.00	$38.68	$18.20	
	7/21/2015	2196	Lorenzo	Domingo Ramirez	Dom.	57.25	$75.00	$38.68	$18.20	
	7/28/2015	2196	Lorenzo	Domingo Ramirez	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2196	Lorenzo	Domingo Ramirez	Dom.	59.24	$75.00	$38.68	$18.20	
	8/11/2015	2196	Lorenzo	Domingo Ramirez	Dom.	65.76	$75.00	$38.68	$18.20	
	8/18/2015	2196	Lorenzo	Domingo Ramirez	Dom.	64.5	$75.00	$38.68	$18.20	
	8/25/2015	2196	Lorenzo	Domingo Ramirez	Dom.	66.49	$75.00	$38.68	$18.20	
	9/1/2015	2196	Lorenzo	Domingo Ramirez	Dom.	72	$75.00	$38.68	$18.20	
	9/8/2015	2196	Lorenzo	Domingo Ramirez	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2196	Lorenzo	Domingo Ramirez	Dom.	61.25	$75.00	$38.68	$18.20	
	9/22/2015	2196	Lorenzo	Domingo Ramirez	Dom.	57.75	$75.00	$38.68	$18.20	
	Total					**728.98**	**$905.00**	**$464.16**	**$218.40**	**$1,587.56**
49	7/7/2015	2197	Diego	Vargas	Dom.	21.49	$80.00	$38.68	$18.20	
	7/14/2015	2197	Diego	Vargas	Dom.	65.75	$75.00	$38.68	$18.20	
	7/21/2015	2197	Diego	Vargas	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2197	Diego	Vargas	Dom.	63.25	$75.00	$38.68	$18.20	
	8/4/2015	2197	Diego	Vargas	Dom.	59.5	$75.00	$38.68	$18.20	
	8/11/2015	2197	Diego	Vargas	Dom.	66.01	$75.00	$38.68	$18.20	
	8/18/2015	2197	Diego	Vargas	Dom.	64.5	$75.00	$38.68	$18.20	
	8/25/2015	2197	Diego	Vargas	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2197	Diego	Vargas	Dom.	71.75	$75.00	$38.68	$18.20	
	9/8/2015	2197	Diego	Vargas	Dom.	70.49	$75.00	$38.68	$18.20	
	9/15/2015	2197	Diego	Vargas	Dom.	61.25	$75.00	$38.68	$18.20	
	9/22/2015	2197	Diego	Vargas	Dom.	57.74	$75.00	$38.68	$18.20	
	Total					**726.72**	**$905.00**	**$464.16**	**$218.40**	**$1,587.56**
50	7/14/2015	2204	Jeronimo	Hernandez Perez	Dom.	60	$75.00	$38.68	$18.20	
	7/21/2015	2204	Jeronimo	Hernandez Perez	Dom.	57	$75.00	$38.68	$18.20	
	7/28/2015	2204	Jeronimo	Hernandez Perez	Dom.	63	$75.00	$38.68	$18.20	
	8/4/2015	2204	Jeronimo	Hernandez Perez	Dom.	59.25	$75.00	$38.68	$18.20	
	8/11/2015	2204	Jeronimo	Hernandez Perez	Dom.	65.76	$75.00	$38.68	$18.20	
	8/18/2015	2204	Jeronimo	Hernandez Perez	Dom.	64.26	$75.00	$38.68	$18.20	
	8/25/2015	2204	Jeronimo	Hernandez Perez	Dom.	67.99	$75.00	$38.68	$18.20	
	9/1/2015	2204	Jeronimo	Hernandez Perez	Dom.	71.5	$75.00	$38.68	$18.20	

Back Wage Computations - Meals, Drinks, and Beer (Domestic Workers)

	Payroll Week Ending	Employee #	First	Last	H2A/Dom.	Payroll Hours Worked	Meals	Drinks	Beer	Total Meals, Drinks, and Beer Back Wages
	9/8/2015	2204	Jeronimo	Hernandez Perez	Dom.	74	$75.00	$38.68	$18.20	
	9/15/2015	2204	Jeronimo	Hernandez Perez	Dom.	60.75	$75.00	$38.68	$18.20	
	9/22/2015	2204	Jeronimo	Hernandez Perez	Dom.	58	$75.00	$38.68	$18.20	
	Total					**1526.51**	**$825.00**	**$425.48**	**$200.20**	**$1,450.68**
51	7/21/2015	2217	Raul	Jimenez	Dom.	45.75	$75.00	$38.68	$18.20	
	7/28/2015	2217	Raul	Jimenez	Dom.	63.26	$75.00	$38.68	$18.20	
	8/4/2015	2217	Raul	Jimenez	Dom.	58.53	$75.00	$38.68	$18.20	
	8/11/2015	2217	Raul	Jimenez	Dom.	64.51	$75.00	$38.68	$18.20	
	8/18/2015	2217	Raul	Jimenez	Dom.	45.76	$75.00	$38.68	$18.20	
	Total					**277.81**	**$375.00**	**$193.40**	**$91.00**	**$659.40**
	Total						**$60,130.00**	**$34,850.68**	**$16,398.20**	**$111,378.88**

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF CARLOS CERVANTES RAMIREZ

New York, New York
May 10, 2017
3:03 p.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017B

May 10, 2017

3:03 p.m.

Deposition of CARLOS CERVANTES RAMIREZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO Spanish Interpreter
(Present via video teleconference)

THE COURT: What is this witness' name?

MR. GLICK: Last name is Cervantes Ramirez. First name Carlos.

I'm going to turn the recording feature of the conference on. 03:03

THE COURT: Do we again have two translators?

INTERPRETER DE LA GARMA ROMO: Yes, it is the two of us. 03:04

THE COURT: Can you both come in so I can see you on the screen.

INTERPRETER DE LA GARMA ROMO: Yes, sure.

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: I will talk to Mr. Cervantes Ramirez. I'm Theresa Timlin. I'm the administrative law judge that's going to decide this case. And I only have

a very small role today. It is my job to swear you in to make sure the testimony you give is truthful. So I need you to raise your right hand.

C A R L O S C E R V A N T E S R A M I R E Z, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Judge, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Thank you. Have a good rest of your afternoon.

MR. GLICK: Thank you, Your Honor. 03:07

MR. SCHULTE: Thank you.

EXAMINATION OF CARLOS CERVANTES RAMIREZ

BY MR. GLICK:

Q. Good afternoon. My name is Jason Glick and I'm an attorney at the U.S. 03:07 Department of Labor. I represent the Administrator of the Wage and Hour Division of the Department of Labor in a case against Sun Valley Orchards, LLC case number

2017-TAE-00003.

I'm going to ask you some questions this afternoon and if you don't understand anything, please let me know. I would also ask that you answer any questions of you today verbally so that the court reporter in the room here with me can take down your answers. 03:08

A. Yes.

Q. Could you please state your name?

A. Carlos Cervantes Ramirez. 03:08

Q. Mr. Cervantes Ramirez, do you have some identification with you today. Could I ask you to take any identification out and hold it up toward the camera, please?

A. (Witness complies). 03:09

Q. Could you raise it up a couple of inches please?

A. (Witness complies).

Q. Thank you very much. You can put that away. 03:09

Mr. Cervantes Ramirez, have you worked at a farm called Sun Valley?

A. Yes.

Q. When was that?

A. 2015.
Q. Do you remember what months?
A. From April to May.
Q. Other than from April to May of 2015, did you work at Sun Valley any other times? 03:09
A. No.
Q. How did you find out about the work at Sun Valley?
A. They gave us the contract at the company where I'm at. 03:10
Q. Where is that company?
A. I don't remember the name.
Q. Did you work at Sun Valley on a Visa? 03:10
A. Yes.
Q. What kind of Visa?
A. H2A.
Q. What was the work at Sun Valley like? 03:10
A. I was cutting asparagus.
Q. Do you remember what your schedule was like at Sun Valley?
A. From 7:00 a.m. to 7:00 p.m.,

sometimes even 8:00 or 9:00 p.m.
Q. How many days a week?
A. Seven days a week.
Q. Was the schedule the same each day of the week? 03:11
A. From Monday to Saturday it was and Sundays we only worked until noon or sometimes until 3:00.
Q. Who decided the schedule?
A. Agustin. 03:12
Q. Who is Agustin?
A. He was the supervisor of the farm.
Q. When you worked at Sun Valley, could you decide to work a different schedule than that? 03:12
A. No.
Q. What was Agustin like as a supervisor?
A. He was very strict.
Q. In what way? 03:12
A. He wanted us to work faster and he wouldn't let us rest.
Q. How do you know he wanted you to work faster?

A. He say that to us.
Q. How do you know he didn't want you to rest?
A. Because he was always asking us to produce more. 03:13
Q. What did he mean to produce more?
A. Because we cut asparagus, but he wouldn't tell us whether we had to do it by the hour or based on how much we produce.
Q. What did cutting asparagus at Sun Valley involve? 03:14
A. I don't understand your question. What do you mean? How I cut?
Q. Could you explain what it was like cutting asparagus at Sun Valley? 03:14
A. We had to crouch in order to cut the asparagus and we cut asparagus with a knife.
Q. When you cut asparagus at Sun Valley, were you crouched some of the time or only occasionally or most of the time? 03:15
A. All the time.
Q. Is that the way it was like cutting asparagus the whole time you were at Sun Valley or was it different sometimes?

A. All the time.
Q. What was the arrangement for eating meals when you worked at Sun Valley?
A. During the morning we had coffee and maybe a piece of bread and then at noon we had lunch and in the afternoon around 6:00 we had dinner. 03:16
Q. Was there a charge for those meals or was it free?
A. We had to pay $75 a week. 03:17
Q. Whom did you pay?
A. Agustin.
Q. Did you have a choice about whether or not to pay that $75 a week?
A. No. 03:17
Q. When you worked at Sun Valley, did you buy anything else from Agustin or anyone else at Sun Valley?
A. I would only buy from Agustin.
Q. What, if anything, did you buy from Agustin? 03:17
A. I would buy my meals, soda, cigarettes, potato chips.
Q. Did you buy anything else from

Agustin?

A. During the weekends I would buy one or two beers.

Q. Did you purchase anything else from Agustin? 03:18

A. No. Only that.

Q. Were any of the sodas, cigarettes, potato chip or beers included in the $75 a week fee?

A. No. 03:19

Q. When you worked at Sun Valley in a typical day, how many sodas did you buy?

A. Three or maybe four.

Q. What did that depend on?

A. Monster or a soda. 03:19

Q. Were there -- the days where you bought more drinks, was there a reason you bought more on that day?

A. Because water was not enough.

Q. What do you mean by that? 03:20

A. They would only take us a thermos of water, but when we ran out of it, we had to buy a soda or something to drink.

Q. Where were the thermoses?

A. They would be in Agustin's truck.
Q. Was this during the times you were working in the fields or some other time?
A. In the field.
Q. Was there a particular time of day when the water would run out? 03:21
A. Yes. Usually at lunch they would fill it up again and in the afternoon we went back to the field and then there was no water.
Q. How often did it happen when you worked at Sun Valley that the water in the thermoses would run out at some point? 03:21
A. Every day.
Q. During a typical day at Sun Valley, when is the first time in the day that you would purchase a beverage from Agustin? 03:22
A. Around 10:00 a.m. or 11:00 a.m.
Q. What kind of beverage was that?
A. A Monster.
Q. When is the next time in a typical day at Sun Valley that you would purchase a beverage from Agustin? 03:22
A. During lunch.
Q. What kind of beverage did you buy at

lunch?
A. A soda.
Q. Any particular kind?
INTERPRETER DE LA GARMA ROMO: Could you say that again? 03:23
Q. Any particular kind of soda?
A. Coke.
Q. Any other kinds?
A. I don't remember the name, but there were other types of soda. 03:23
Q. Did you ever buy those other types of soda?
A. Yes.
Q. In a typical day at Sun Valley after lunch, when was the next time you purchased a 03:24 beverage?
A. At about 3:00 p.m. when we ran out of water.
Q. What kind of beverage?
A. Soda again or also water. They 03:24 would sell bottled water too.
Q. If you purchased an additional drink, what time of day would that be?
A. Later in the afternoon when we had

dinner.

Q. What would you purchase then?

A. Another soda.

Q. Were there days you would purchase an additional beverage after that? 03:25

A. No. Not really. After that we would take a shower and then go to bed.

Q. I want to ask you about the costs of those beverages. How much did the Monsters cost that Agustin sold? 03:25

A. $3.

Q. How much did the soda cost?

A. 1.50.

Q. How much did the bottled water that Agustin sold cost? 03:26

A. $1.

Q. In any of those times of days, did you ever purchase more than one beverage at once?

A. No. I just usually bought one. 03:26

Q. When you were working in the fields, do you know if other workers in Sun Valley bought the same number of beverages as you or fewer or more?

A. Some would buy more.
Q. What percent of your coworkers at Sun Valley bought more than you, more beverages than you in the fields?
A. Like 50 percent. 03:27
Q. About how many beverages would those workers buy?
A. Maybe three more beverages than I did.
Q. How do you know that? 03:27
A. I would notice when we paid because I realized they were paying more than I did.
Q. In the fields did your other 50 percent of coworkers buy the same as you or less than you? 03:28
A. Since we were not together most of the times when we were at the fields, some would go in, some would leave. I'm not that sure about who bought what or how many beverages they bought. 03:28
Q. Sometimes you would find out how much your coworkers were paying for the beverages?
A. Sometimes they would pay $100. That

included the meals and also all the beverages.
Q. How do you know how much your coworkers paid?
A. Because we would make a line in order to pay and then they would tell me I have to pay this much or I have to pay this other amount. Like that is how I found out. 03:29
Q. How often do you pay for those beverages that you bought from Agustin?
INTERPRETER DE LA GARMA ROMO: Interpreter needs clarification. Could you repeat the question? 03:29
Q. How often did you make payment for the beverages you purchased from Agustin?
A. Weekly when we received our paycheck. 03:30
INTERPRETER DE LA GARMA ROMO: The interpreters will switch now.
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.) 03:30
Q. The beverages that you purchased from Agustin at the mealtime, did your coworkers purchase more than you at mealtime or less than you or the same?

A. It would just be one.
MR. GLICK: Objection.
Nonresponsive.
Q. Your coworkers at Sun Valley, did they purchase more beverages than you at the meals or fewer beverages or the same amount? 03:31
A. They sometimes bought more.
Q. What percent of your coworkers bought more?
A. Probably 50 percent. 03:31
Q. How much more than you did they buy?
A. Like three or four more than me.
Q. How do you know that?
A. We noticed when we paid.
Q. The coworkers who didn't buy more than you, did they buy the same or less? 03:32
A. More.
MR. GLICK: Objection.
Nonresponsive.
Q. The coworkers that did not buy more than you, did they buy the same or did they buy less than you at the meals? 03:32
A. The same.
MR. GLICK: Objection.

Nonresponsive.

Q. I want to make sure my question is clear so I'm going to ask it again. I don't know if it is coming across clearly.

Mr. Cervantes, I understand you testified about 50 percent of your coworkers purchased more beverages than you at mealtime. 03:33

A. Yes.

Q. I want to ask about the other half of your coworkers. Did they purchase the same as you or less? 03:33

A. They bought the same that I bought because we sometimes paid the same amount of money.

Q. How often did you buy cigarettes at Sun Valley? 03:33

A. One box per week.

Q. Did you buy those from Agustin or someone else?

A. Agustin. Agustin. 03:34

Q. How much was the box of cigarettes?

A. I don't remember to be honest.

Q. Do you remember how many cigarettes were in that box?

A. Twenty.
Q. Do you know if any of your coworkers bought cigarettes from Agustin?
A. Yes. Some of them. Some didn't smoke, but, yes, some bought from Agustin. 03:34
Q. How do you know that some of your coworkers bought cigarettes from Agustin?
A. Because once they saw me smoking and they asked me where I bought them and I told them Agustin sold them to me. 03:35
Q. The beer that you bought on the weekends at Sun Valley, was that also beer -- the beer that you bought on the weekends at Sun Valley, was that also purchased from Agustin?
A. Yes. 03:35
Q. How much did those beers cost?
A. I think it was $20. 24 beers.
INTERPRETER ERRASTI: Interpreter needs clarification from the witness.
MR. GLICK: I will ask another question. 03:36
INTERPRETER ERRASTI: Okay.
MR. GLICK: Did you translate exactly what the witness said? I'm asking

the interpreter.

INTERPRETER ERRASTI: I didn't hear what you said.

MR. GLICK: Did you translate what the witness said? 03:36

INTERPRETER ERRASTI: I translated what he said because he didn't finish his question.

MR. GLICK: I will ask the next question, please. 03:36

Q. Mr. Cervantes, when you paid about $20 for beer, how many beers did that include?

A. It was 24 beers.

Q. Do you remember what brand of beer?

A. Bud Light, Budweiser and Caguama. 03:37

Q. Were those 24 beers cans or bottles or something else?

A. They were cans.

Q. Did your coworkers also purchase beer from Agustin? 03:37

A. Yes.

Q. How often did they buy beer from Agustin?

A. Just weekly.

Q. How do you know that?
A. We all bought those beers, we would give $5 each and we bought it altogether.
Q. Is that money you all paid to Agustin? 03:38
A. Yes.
Q. When you bought beer from Agustin, did you pay cash or pay a different way?
A. Cash.
Q. Did you pay at the end of the week 03:38 along with the meals or did you pay at a different time?
A. We paid along with meals.
Q. How did Agustin keep track of the money owed by the workers? 03:39
A. He had a notebook and he would take notes.
Q. Did you see him do that?
INTERPRETER ERRASTI: Can you repeat the question? 03:39
Q. Did you see him do that?
A. Yes, I saw that because he would have our name and what we would have to pay him and he would write it down every time we bought

something.

Q. Do you know where Agustin kept that notebook?

A. He was the only one that had that notebook. 03:39

MR. GLICK: Objection.

Nonresponsive.

Q. Do you know where Agustin kept the notebook?

A. He had it with him in his van. 03:40

Q. Do you know what percent of your coworkers from Sun Valley purchased beer from Agustin?

A. Most of them, 90 percent.

Q. How do you know that? 03:40

A. Because there were people from other states that would come with us and they were the ones that used to drink more.

Q. Did some of your coworkers purchase more beer from Agustin than you did? 03:40

A. No.

Q. Did any of your coworkers purchase beer from Agustin during the week?

A. No.

Q. Mr. Cervantes, why did you purchase Monster when you were at Sun Valley?
A. Because I would get tired and supposedly Monster is good for exercising.
Q. Did you drink Monster at 10:00 or 11:00 in the morning because you were tired? 03:41
A. Yes.
Q. Do you know why you would be tired at 10:00 or 11:00 in the morning when you worked at Sun Valley? 03:42
A. Because we were crouching all the time.
Q. Did you feel tired?
A. Yes.
Q. How did you feel? 03:42
A. I had --
(The court reporter asked for a clarification.)
MR. GLICK: Could the interpreter repeat translation. 03:42
INTERPRETER ERRASTI: I had hip pain. Pain in the hips.
Q. Did you feel anything else when you were tired working at Sun Valley?

A. No. That was it.
Q. Do you know if there were any of your coworkers at Sun Valley who did not purchase beverages from Agustin while working in the fields? 03:43
A. No.
Q. During the time you worked at Sun Valley, did you ever buy anything outside of Sun Valley?
A. Yes, when we went out to cash our checks, they took us to a store, I would buy soap, soap for my clothes and toothpaste. And that was it. 03:43
Q. At that store, did you ever buy anything else? 03:44
A. I bought a 12 pack of Coca-Cola.
Q. Do you remember how much that 12 pack of Coca-Cola cost at that store?
A. It was 3.50, more or less.
Q. Did Agustin know whether you purchased that 12 pack of soda outside of Sun Valley? 03:44
MR. SCHULTE: Objection. How does he know what someone else knows?

A. No, he didn't.
Q. Do you know of any of your coworkers at Sun Valley who didn't buy beverages in the fields from Agustin?
A. We didn't have a way of buying anything. Just when we went out to cash our checks. 03:45
Q. Maybe my question wasn't clear.
Do you know if any of your coworkers did not purchase beverages in the fields from Agustin? 03:45
A. Well, we all bought there.
Q. The sodas that you purchased in that 12 pack outside of Sun Valley, was there a place for you to refrigerate them? 03:46
A. No.
Q. How did you get to that store where you purchased the 12 pack of soda?
INTERPRETER ERRASTI: I'm sorry. Could you repeat the question? 03:46
Q. How did you get to the store where you purchased the 12 pack of soda?
A. They took us in a bus, the same bus they used for moving us in the farm, but they

charge us $10 to take us to the store.

Q. Who charged you the $10?

A. Agustin. Agustin told us that we had to give $10 to the driver that would take us to the store. 03:47

Q. Were there ever times when you worked at Sun Valley where you used a different kind of vehicle to leave the farm?

A. No.

Q. Did you ever get a ride for free to a place to wash your clothes while you worked at Sun Valley? 03:48

A. No.

Q. Did you ever get a free ride to go anywhere during the time you worked at Sun Valley? 03:48

A. No. Every time we went out, we had to pay.

Q. Was the amount that you had to pay always the same? 03:48

A. Yes, $10.

Q. How much did the potato chips you bought from Agustin cost?

A. $1 and there were others that would

cost 1.50.

Q. What cost 1.50?

A. Well, chips.

Q. Did you ever buy any of the chips that cost 1.50? 03:49

A. Yes.

Q. How often did you buy chips from Agustin?

A. Weekends.

Q. Any other times. 03:49

A. No. Just weekend when we have some breaks.

Q. Is there anything else you bought from Agustin on the weekends?

A. Sometimes I bought an instant soup 03:50 because sometimes they offered those meals I didn't like so I preferred to eat the instant meals.

Q. How much did that instant soup cost?

A. It was $2. 03:50

Q. How often did you buy an instant soup from Agustin?

A. When I didn't like the food they cooked, I preferred eating instant soup.

Q. About how many times during the week did that happen?
A. Probably two or three times per week.
Q. What was it about the food you didn't like the other times? 03:51
A. When someone is not used to what they eat there, sometimes I didn't like it. It didn't taste good.
Q. Was there anything wrong with the food? 03:51
A. Something smelled like --
(The reporter asked for clarification.)
A. If something smelled like cow. Like a lot of beef. 03:51
Q. Was there anything else wrong with the food?
A. No. That was it.
Q. What was the housing like at Sun Valley when you worked there? 03:52
A. Well, we lived in a room with a lot of bunk beds.
Q. What else was the housing like?

A. It was just bunk beds.
Q. Was there any refrigerator in the dorms you could use?
A. No.
Q. What were the bathrooms like? 03:52
A. It was a room. On one side we had the showers and on the other side we had the toilets, but there were no curtains.
Q. Where were there no curtains?
A. None of the bedrooms. None in the 03:53
showers nor in the toilets.
Q. If you were using the toilet, could you see the person next to you?
A. Yes.
Q. Just part of their body or could you 03:53
see their whole body?
A. If someone walked in front of you, they would see that you were sitting there on the toilet.
Q. Would they see your whole body or 03:54
just a part of your body?
A. The whole body. There were no doors.
Q. Was there hot water in the bathroom?

A. Sometimes.
Q. What times was there not hot water?
A. Well, we were a lot in those rooms so water was not enough and we had to wait for someone to take a shower and then it would be us. 03:54
Q. Were there times where there was no hot water for you to use?
A. Yes, I think it was twice.
Q. Were the bathrooms clean? 03:55
A. No. Not very clean, but...
Q. What about in the fields, were there bathrooms for you to use in the fields?
A. No.
Q. Were there Port-a-Potties or some kind of portable toilet for you to use in the fields? 03:55
A. No.
Q. What would you do if you had to use the bathroom while working in the field? 03:56
A. We had to ask for permission and we would have to walk to the dorms. That's where the bathrooms were.
Q. Did Agustin always give you

permission?
A. Well, he got upset and he said it was a way for us to just lose time.
Q. Did Agustin tell you to do anything instead? 03:56
A. No. He gave me permission to go to the bathroom, but he told me to hurry up.
Q. Could you always walk from the fields to the dorms?
A. Yes. 03:57
Q. Did you ever ride a bus or a van to get from the fields to the dorms?
A. No.
Q. What about to get from the dorm to the fields, did you ever ride a bus? 03:57
A. No. I had to run.
Q. I believe that you mentioned before that you took rides to the store and paid $10 to somebody; is that right?
A. Yes. 03:57
Q. Did you ever ride on those same vehicles to get between the dorms and the fields?
MR. SCHULTE: Objection. Asked and

answered twice already.

A. Yes. They used those buses to take us to the field.

Q. How often did they use those buses to take you to the field? 03:58

A. Every day in the morning, at noon, at night. Those were the buses that they used to move us.

Q. How long was the ride?

A. Not too much. It would be like five minutes, but those were the buses that they used so we would move faster. 03:58

INTERPRETER ERRASTI: Interpreters need to switch.

(Interpreter Errasti was relieved by Interpreter de la Garma Romo.) 03:59

Q. Mr. Cervantes, whose decision was it that you left Sun Valley in May 2015?

A. Agustin.

Q. How do you know that Agustin decided that? 03:59

A. Because he took away our credentials and he said we should wait for the bus to come talk to us.

Q. When did Agustin take away your credentials?

A. I do not remember the exact date, but he would ask two people first and then three people and so on and so forth. I was one of the last persons that he asked to give the credentials to him. 04:00

Q. What credentials are you referring to?

A. It was a credential that had a photograph of us and that's what we used to check in in the mornings when we started working and at night when we came back. 04:00

Q. Did Agustin explain anything else when he took away your credentials? 04:01

A. Yes, he said we were not producing enough. We should go to the fields and the boss would come later on to talk to us.

Q. What time of day was it that Agustin took away your credentials? 04:01

A. Before lunch.

Q. Where were you?

A. We were in the field already.

Q. Were you working in the field?

A. Yes.
Q. What did you do next?
A. Well, we left the fields and we went back to the dorms and we waited for the next day which is when the boss came. 04:02
Q. What time of day did the boss come?
A. The next day at around 10:00 a.m. or 11:00 a.m.
Q. On the date that the boss came, did you work in the fields that morning? 04:03
A. No. We didn't work that day. We only worked the day before.
Q. Why didn't you work that day?
A. Because the day before Agustin had already told us that we were no longer going to 04:03 work.
Q. Where were you when the boss came at about 10:00 or 11:00 in the morning?
A. We were in the room where we slept.
Q. What happened next? 04:03
A. Well, we tried to go out so that we could talk to him, but he came in and he was yelling. He was slapping his hands. I'm not sure what he was saying because I don't

understand English, but he did look very upset.
Q. What happened next?
A. Well, he pushed a coworker and then Agustin was also speaking in English and I'm not sure what they were saying, but then I was being told, I told you he is very grumpy and he is not very good at dealing with people.
Q. What happened next?
A. Well, then he continued speaking in English and moving his hands and then Agustin was telling us what Mr. Marino was saying and he had paid in order to get us here and he needed us to work as he said we should work.
Q. What happened next?
A. Then the boss left and Agustin told us to wait because he was going to get our paycheck and he told us not to worry about food because he would continue to give us food, that we only had to pay him at the end of the week.
Q. What happened next?
A. Agustin then gave us a paper that said that we were returning back home because a family member was sick. Actually I have the paper with me and it is supposed to be signed

by Mr. Marino.

Q. What happened next?

A. Well, we signed the paper and then we just waited until we got our paycheck.

Q. I want to go back and ask you some questions about everything that you just told me. 04:07

Do you know what the name of the boss was?

A. The supervisor? 04:08

Q. I believe that you said that the boss was the person who was speaking English and sometimes was yelling. Do you know the name of that person?

A. The contract said Russ Marino Junior. 04:08

MR. SCHULTE: Objection. Nonresponsive.

Q. Do you know if the name of the boss was Russ Marino Junior? 04:09

A. That's what the contract said.

MR. SCHULTE: Same objection.

Q. Do you know the name of the person who was speaking English during that morning

that you were telling me about?
A. Well, according to Agustin, his name was Marino Junior.
Q. Had you ever seen Mr. Marino Junior before he arrived at the dorms that morning at 10:00 or 11:00 in the morning? 04:09
A. No. We had not seen him before. When we first arrived, the only person to welcome us was Agustin.
Q. That morning, did Mr. Marino Junior speak Spanish at all? 04:10
A. No.
Q. Mr. Cervantes, do you understand English?
A. No. 04:10
Q. Did Agustin translate for Mr. Marino Junior into Spanish that morning?
A. Yes.
Q. How do you know that Mr. Marino Junior looked upset? 04:11
A. Because he was yelling and he was moving his hands around and he pushed a coworker of mine.
Q. During the time that Mr. Marino

Junior was yelling and waving his hands, do you know what he was saying?

A. No. I honestly don't know because I don't understand English.

Q. Did you speak to Mr. Marino Junior during that morning? 04:11

A. No. We were not able to talk to him and we didn't settle anything. He just said whatever he said and then he left and then Agustin spoke to us. 04:12

Q. Did any of your coworkers speak to Mr. Marino Junior that morning?

A. No.

Q. Before that morning, did you or any of your coworkers plan to tell Mr. Marino Junior anything if you had the opportunity to do so? 04:12

A. Yes.

Q. Do you know who it was who planned to speak with Mr. Marino Junior if they had the opportunity? 04:13

A. It was a group of 21 people and we told Agustin that we wanted to talk to Mr. Marino in order to know whether we were

being paid by the hour or by the amount of production.

Q. Was there anything else that you told Agustin that you wanted to talk to Mr. Marino Junior about? 04:14

A. No. We only wanted to speak about work related topic.

Q. Any other work related topics that you wanted to speak to Mr. Marino Junior about?

A. We just wanted to know how we were getting paid, if it was by the hour or by now much we produced. 04:14

Q. Anything else you wanted to talk about?

A. Only about that because the paycheck didn't say whether we were being paid by the hour or by how much we produced. We just saw the final amount that we got paid. 04:14

Q. When did you tell Agustin that you wanted to speak to Mr. Marino Junior about that pay issue? 04:15

A. When we got the first paycheck because we would work the same number of hours, but some would get paid more and some would get

paid less.

Q. Did you ever have an opportunity to ask Mr. Marino Junior about that pay issue?

A. No.

Q. During the meeting where Mr. Marino Junior was present, what did Agustin translate Mr. Marino as saying? 04:16

A. First he said that that's the reason why he didn't want to tell anything to the boss because the boss was very grumpy and he didn't want to deal with the workers. That's the reason Agustin was there, to be in charge. 04:16

Q. What else did Agustin translate Mr. Marino Junior as saying during that meeting? 04:17

A. He said that we had been fired. That we only had to wait so we got our paychecks and they were going to bring some papers that we had to sign so we didn't have any problems whenever we wanted to work in the USA. 04:17

Q. Do you know the name of the coworker that Mr. Marino Junior pushed that day?

A. I don't remember the name of that

person because this was the first time that I went there and we didn't know everyone there since we come from different places.

Q. Did you see if something happened that made Mr. Marino Junior push that coworker? 04:18

A. No. No.

Q. Do you know why Mr. Marino Junior pushed that coworker?

A. No, I imagine it was because he was very upset. He just arrived and got out of the 04:20 truck and then we left the room where we were and we stood in front of him. We kind of surrounded him so we were able to listen to what he had to say and the coworker just approached and he somehow pushed him with his 04:20 hand and he went on speaking in English.

Q. I want to make sure I understand who pushed whom.

A. Mr. Marino pushed a coworker.

Q. Did anyone else push anyone else 04:20 that day?

A. No.

Q. Where were you standing when Mr. Marino Junior pushed that coworker?

A. I was almost right in front of him because we made a circle around him in order to listen to what he had to say and I was almost right in front of him.

Q. Did you see Mr. Marino Junior push the coworker? 04:21

A. Yes, I saw how he pushed him. He kind of moved him apart so that he wouldn't come close to him.

Q. Do you know why Mr. Marino Junior was upset that morning? 04:21

A. Because he was saying that he had paid for us and that we had to work under the conditions that he set.

Q. Did he say that to you? 04:22

A. Agustin said that that is what he was saying.

Q. Were you working under the conditions that you were supposed to be?

A. We worked under the conditions that he said. 04:22

Q. Did you personally ever refuse to work at Sun Valley?

A. No.

Q. Did other workers refuse to work at Sun Valley under any conditions?

A. No. We were all willing to work.

Q. How do you know that?

A. Well, we talked among each one of us and since I had gotten the money in order to pay for my transportation for my Visa for my passport, I had borrowed that money from someone, so I couldn't go back because I had to save enough money in order to pay. 04:23 04:24

Q. Do you know why Russell Marino thought that workers did not want to work under certain conditions at Sun Valley?

MR. SCHULTE: Objection. He has never said anything about Russell. 04:24

A. Because the job was very tough. We had to crouch all day and we had to spend many days -- many hours working.

Q. Did you ever complain about those work conditions? 04:25

A. It's because we worked for many long hours and then at the end of the day, the paychecks would be different. Some would get paid more and some would get paid less and

Agustin would also scold us because we were not producing enough. That's the reason we wanted to talk to Mr. Marino, in order to find out why some people were getting paid more and some people were getting paid less. 04:26

Q. Do you know if that's what Mr. Marino Junior was upset about that day?

MR. SCHULTE: Same objection. He only refer to a Mr. Marino.

A. Yes. 04:26

Q. Why do you think that?

A. Well, Agustin told us that he had said that he paid for us and that we had to follow the rules in his ranch.

Q. You mentioned a paper that Agustin brought to you at some point after that meeting with Mr. Marino Junior. When was it that Agustin brought that paper? 04:27

A. The next day in the morning after we had talked to the boss and he said that we had to sign the paper. 04:27

Q. Where were you when Agustin brought that paper?

A. In the place where we slept.

Q. Was anyone else there at that time?
A. Just the group of people that was there, that we were there together.
Q. How many people were in that group?
A. 21. 04:28
Q. Did you sign that paper?
A. Yes.
Q. Was the boss there when you signed it?
A. No. He was not there. Only Agustin was. 04:28
Q. Other than signing the paper, did you fill out anything else on that paper?
A. No. He filled in everything for us and we only signed. 04:29
Q. Do you know who filled in the rest of that paper?
A. No. We didn't see who signed them because he arrived in his truck and he took the papers from his truck and he called out our names and then gave us the documents and said we had to sign them, but I didn't see who filled in the document. 04:29
Q. Did you choose to leave Sun Valley

because you had a sick family member?
A. No.
Q. Did you choose to leave Sun Valley because you had a family member that died?
A. No. 04:30
Q. Did you choose to leave Sun Valley?
A. No.
Q. INTERPRETER DE LA GARMA ROMO: The interpreters will switch.
MR. GLICK: I would like to take a 04:31
short break, please. Just a couple of minutes.
INTERPRETER ERRASTI: Sure.
(A brief recess was taken.)
MR. GLICK: Everyone ready? 04:45
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.)
Q. Mr. Cervantes, other than Agustin, were there any other supervisors or bosses that you interacted with at Sun Valley? 04:46
A. No.
Q. Do you see any other supervisors or bosses at Sun Valley?
A. We didn't see anyone else. We just

A. No.
Q. Do you have any plans to work on an H2A Visa this year?
A. No.
Q. Did you ever tell anyone from the Department of Labor that you might not be available for this deposition because you would be in the United States? 04:48
A. No.
Q. Any idea why they would think that? 04:48
MR. GLICK: Objection. Speculation.
A. I don't understand the question. Can you repeat it?
Q. It's okay. We can move on.
You said you had dinner around 6:00 p.m. most days. Is that correct? 04:48
A. Well, that was the official schedule that we got at the beginning, but it was not the case. Sometimes we left at 7:00 or 8:00 or 9:00. 04:49
Q. Would you work at sunset?
A. Yes.
Q. How would you work in the dark?
A. With the lights of the tractor.

MR. GLICK: Mr. Schulte, is it okay if I ask the court reporter to mark.

MR. SCHULTE: The record will reflect that the witness has what's been marked as Exhibit 25 and 26. 04:58

(Exhibit 26, Document, was marked for identification, as of this date.)

Q. Senor Cervantes, if you can look at Exhibit 25. Do you see a date on there next to your signature? 04:59

A. My name? Carlos Cervantes Ramirez. Then you can see my signature. The date, that's May the 6th, 2015. The name of the witness, Russ Marino Junior. I expect to return to my job once I have finished my 05:00 unexpected. I understand that I have to be in contact with my employer, the one I'm absent. I wish I can return on, length. I understand if I don't return I will quit and it will come into effect today and the U.S. agency will be 05:01 notified.

Q. Thank you, sir.

Do you recognize this document.

A. Yes.

Q. I think you answered this already, that's your signature on there?
A. Yes.
Q. Do you have any reason to believe that it was signed any date other than on May 6, 2015? 05:01
A. No. This is the right one because I have the original.
Q. You have the original?
A. Yes. 05:01
Q. Is the one that you have, it is this document, the Spanish half of the larger document you looked at earlier?
A. Well, I do have this one (indicating). 05:02
Q. Have you ever given a copy of this one to anyone?
A. No.
Q. Do you have any idea how it came to be in the folder in front of you, how the Department of Labor might have gotten that document then? 05:02
A. I sent a picture by, what's up, to Ms. Julia.

interpreter needs clarification from the witness.

MR. SCHULTE: Okay.

A. They stopped us from working at different times, some earlier, some later. We were some of the last ones that were prevented from working. 05:19

Q. Was everyone at the meeting at the same time or did some people come later while the meeting was already going? 05:19

A. Well, we left the housing one at a time because not all of us fit through the same door so one at a time left the housing. And we wanted to talk to him.

Q. What did you want to say to him? 05:20

A. We wanted to ask about our working conditions. We wanted to ask him whether we were being paid by the hour or by how much we produced.

Q. Did everyone want to ask the same question? 05:20

A. Yes, because we worked the same amount of time and some got paid more and some got paid less.

A. No.
Q. I want to make sure the question was clear. I'm asking about a conversation that Mr. Cervantes, you and I, had by phone last week. Do you remember if anyone else was on the phone? 05:30
A. Yes. José Perez.
Q. Do you remember whether Julia was on the telephone?
A. Yes, I think so. 05:30
Q. Did you have the choice whether to stay at Sun Valley and work picking other vegetables?
A. Yes.
Q. I'm not sure that the question was correctly translated so I'm going to ask it again. 05:31
Did you have the choice to stay at and work at Sun Valley and pick other vegetables? 05:31
A. No. The contract said something else, but when we got there at Sun Valley, it was just asparagus and that was it.
Q. If you could have stayed at Sun

Valley and kept picking asparagus, would you have stayed there?

A. Yes.

MR. GLICK: I have no further questions at this time. 05:32

MR. SCHULTE: Nothing more for me, thank you.

THE REPORTER: I assume you're ordering a copy of the transcript regular delivery? 05:32

MR. SCHULTE: Precisely right. Thank you.

MR. GLICK: Mr. Cervantes, thank you for taking the time today. I'm going to turn off the recording at this time. 12:55

(Time Noted: 5:32 p.m.)

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, JILL SUTTENBERG, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Carlos Cervantes Ramirez, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 10th day of May, 2017.



JILL SUTTENBERG

Mi nombre es CERVANTES RAMIREZ, CARLOS. Creo que queda renunciar a mi trabajo con _____(nombre de la granja). Reconozco que me han ofrecido trabajo adicional para el resto de mi contrato, sin embargo, renunciar a la razón a continuación. . Entiendo que estoy es requerido por la ley federal para regresar a su hogar inmediatamente y organismos del Gobierno de US será notificado. Estoy enfermo o ME han resultado heridos.

X Tengo que volver a mi país porque un miembro de la familia está enfermo o lesionado, ha muerto.

____ Tengo que volver a mi país con azada por motivos personales.

____ QUIERO dejar mi trabajo.

____ Trabajo ha disminuido, y me gustaría volver a casa.

____ Otros: _____

_____

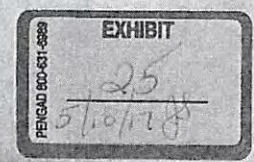
Nombre en letra de imprenta: CARLOS CERVANTES RAMIREZ

Firma: _____ Que Fecha: 5/6-15

nombre del testigo: RUSS MEDINA JR

_____ Esperar a regresar a mi trabajo una vez que ya he acabado mi inesperado. Entiendo que tengo que estar en contacto con mi empleador durante mi ausencia. Espero volver en: _____. Entiendo que si no lo hago, mi renuncia es efecto hoy, y los US Agencias de gobierno será notificado.

AA-1



Please see deposition video

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	
and	
IN THE MATTER OF:	
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
MIGUEL ANGEL ELIZONDO SOTO
New York, New York
May 3, 2017
2:03 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317B

May 3, 2017
2:03 p.m.

Video teleconference deposition of MIGUEL ANGEL ELIZONDO SOTO, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(both present via video teleconference)

THE COURT: Any reason, Mr. Heyman-Kantor or Mr. Schulte, that we can't do both translators at once?

MR. SCHULTE: No, your Honor.

THE COURT: Can I have both of the translators raise your right hands, please? Do you solemnly swear or affirm that you will conduct your duties today as a translator in the deposition of Mr. Elizondo Soto accurately and safely to the best of your abilities?

INTERPRETER GARCIA: Yes, I do.

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: All right. Mr. Elizondo Soto, I'm the administrative law judge who is assigned to decide this case. My name is Theresa Timlin. Today I'm here for a limited purpose; that is, to administer the oath to you to insure that you will give truthful testimony.

Elizondo Soto

THE WITNESS: (Through Interpreter) Okay.

THE COURT: So I need you to raise your right hand for me. Do you solemnly swear or affirm that the testimony you will give today in this deposition will be the truth under penalty of law?

THE WITNESS: Yes, I do.

M I G U E L A N G E L E L I Z O N D O S O T O, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Thank you very much. I will let you guys carry on with your business. Thank you. Thanks.

MR. HEYMAN-KANTOR: Thank you, your Honor.

MR. GLICK: Thank you.

MR. SCHULTE: Thank you.

EXAMINATION OF MIGUEL ANGEL ELIZONDO SOTO

BY MR. HEYMAN-KANTOR:

Q. Good afternoon. My name is Jacob

Heyman-Kantor and I'm an attorney with the U.S. Department of Labor. With me today is Jason Glick, another attorney with the U.S. Department of Labor.

A. Yes.

Q. We represent the Secretary of Labor in the matter of Sun Valley Orchards, LLC.

A. Yes.

Q. 2017-TAE-00003.

A. Yes.

Q. And we also represent the Administrator of the Wage and Hour Division in the matter of Agustin Hernandez, 2017-MSP-00002.

A. Yes, sir.

Q. Can you please state your name for the record?

A. My name is Miguel Angel Elizondo Soto.

Q. What is the best way to refer to you? Is Mr. Elizondo Soto correct?

A. Yes, perfect.

Q. Do you have any identification with you?

A. Yes, I have my passport.

Q. Can you show the passport up to the computer screen so we can see it? Maybe a little bit closer if you can. There we go. Thank you.

MR. HEYMAN-KANTOR: Let the record reflect that he is showing identification showing his name to the camera.

A. Yes.

Q. What is your primary language?

A. Spanish.

Q. Did you ever work for a company called Sun Valley Orchards?

A. Yes.

Q. When did you work for them?

A. June and July through August 1st, 2015.

Q. Were you there on an H2A visa?

A. Yes.

Q. How did you find employment with this company?

A. I came to the City of Celaya, here where we are, to file my application with the lady named Mayra.

Q. How did you find out about the employment opportunity?

A. Because I was looking for a job.

Q. How did you find out about this particular employer?

A. I just came to the office to submit my

document just in case there was a job opportunity.

Q. So, I'd like to talk to you a little bit about what it was like at Sun Valley. Can you just describe generally what the work was like there?

A. We were there working harvesting pickles, zucchini and also working with peaches and cucumber.

Q. What else can you tell me about what the work was like in general?

A. We had to harvest the produce. We had to remove rubber from the field, the watering hoses. We had to remove the plastic from the field.

Q. Who supervised you?

A. We had a supervisor that was decided by the foreman.

Q. Who was the foreman?

A. Agustin Hernandez.

Q. What was Mr. Hernandez -- how did he treat you?

A. Very bad. He was racist. He didn't like us because we were from Guanajunto. He was very, very -- it was very clear that he didn't like us because we were from Guanajunto.

Q. What kinds of things would he say?

A. He used to say that we were from

Guanajunto and that we were good for nothing.

Q. Did he give -- what kind of feedback did he give the workers about their work?

A. That it was not well done. He was never happy with our work. There was no way to please him.

Q. What were your hours at Sun Valley?

A. From 7:00 a.m. to 5:30 or 6:00 p.m.

Q. How many days a week did you work?

A. The seven days of the week.

Q. How was that schedule determined?

INTERPRETER GARCIA: Would you repeat that for me, please?

Q. Sure. How was that -- who decided -- strike that.

How was that schedule determined?

A. The foreman. Either the foreman or the puncher, the supervisor. There was a supervisor making sure that we were doing our job.

Q. In the hierarchy, who is higher, your supervisor or Agustin Hernandez?

A. Agustin was on top of the foreman or the supervisor.

INTERPRETER GARCIA: I'm sorry. I'll

repeat.

A. Agustin was on top of the supervisor.

INTERPRETER GARCIA: Just excuse me. He wanted to make sure that the word supervisor meant (Spanish word). That was the question he asked to the interpreter.

Q. Okay. I appreciate it.

Could workers choose to work fewer hours at Sun Valley?

A. No, there was no choice. Actually, the foreman would threaten us that if we didn't work but he ordered, we were going to be sent back to Mexico.

Q. I'd like to ask you a little bit about how you ate at Sun Valley. Can you tell me about the meal plan?

A. With respect to the nutritional value of the meals, they were balanced. But we were against what that we felt it was given to us very expensive.

Q. How much was the meal plan?

A. 80 US dollars per week plus soda. In total, in a week, we would be paying $125 including soda and meals.

Q. Who did you pay this money to?

A. To Agustin.

Q. How was this arrangement explained to you?

A. Agustin did it.

Q. What did he say?

A. From the moment in which we arrived, he told us we needed to pay 80 U.S. for the meals and that any soda also needed to be paid for.

Q. When would you pay him?

INTERPRETER GARCIA: Would you repeat this for me, sir?

Q. When did you pay Agustin the $80?

A. Every time I received a check.

Q. When did you receive checks?

A. Every eight days, every week.

Q. How long did you participate in this meal plan?

A. A bit over one month and a half.

Q. What did you do after that month and a half?

A. Some of the coworkers got together and bought a little grill and I saw that they were able to do their own cooking in that grill, so I joined them.

Q. Where did they use the grill?

A. Inside the room.

Q. Was this in the room where you slept or a different room?

A. Yes, in the room where we had our bedroom because we were not allowed to go to the kitchen.

Q. Why weren't you allowed to go in the kitchen?

A. Agustin had his business in the kitchen. His business was the store and we were not allowed to go into the kitchen.

Q. How do you know you weren't allowed to go in the kitchen?

A. A few coworkers and I asked him once if we could go into the kitchen and fix us our dinner and he said no because that's where he has his store and we should not go into the kitchen.

Q. Could you store your food in the kitchen?

A. No. We couldn't access the kitchen.

Q. So, what kind of food did you -- were you -- did you eat after that month and a half?

A. We would eat beans, chicken, rice, zucchini, eggplant, eggs.

Q. I'd like to talk to you about during that first month and a half -- rather, I'd like to talk

to you about, was Agustin selling anything other than the meal plan?

A. He would sell soda, Red Bull, Monster.

MR. SCHULTE: Sorry to interrupt. Are you getting kind of a cross signal on the line, too, or is that just here? It sounds like there's another call in the background.

INTERPRETER GARCIA: No, we're not. We're fine here.

MR. HEYMAN-KANTOR: Yeah, we're fine here, too.

MR. SCHULTE: It's just me. Okay, then. Carry on.

A. Repeating his answer, he said that he would sell Red Bull, Monster and orange soda and he also sells or sold beer, Caguana. Caguana, it's like a large beer.

INTERPRETER GARCIA: Now you're gone? Can you hear me?

MR. HEYMAN-KANTOR: Yes.

INTERPRETER GARCIA: We can't see you. We can only see Mr. Schulte.

MR. HEYMAN-KANTOR: Let us try to fix this.

INTERPRETER GARCIA: Okay. We can see you. We're fine. If you can hear me.

Q. Let me just back up a moment. Where did you -- you said you purchased some food. Where did you store the food that you purchased outside -- that you purchased outside of Sun Valley?

A. The supermarket at the office.

INTERPRETER GARCIA: Let me explain as the translator. In Mexico the store is sort of 7-11 and all those types of stores are called Oxxo, O-X-X-O. So, he's referring to the stores like convenience stores in the United States as Oxxo, even though they're not called that way here. His answer is that he would go to the supermarket or to the Oxxo.

Q. What I meant to ask is, where did he store the food? Where did they store the food that they bought?

A. Just in boxes.

Q. Where did you store the boxes?

A. Next to our beds.

Q. You stored chicken in the boxes?

A. No. It was usually canned food so that it would not go spoiled.

Q. Was the chicken in a can?

A. Yes, chicken in a can, beans in a can.

Q. Okay. Thank you.

I'd like to get back to what I was asking you about just before. So you were saying that Agustin sold orange soda, Red Bull, Monster and beer. Anything else?

A. No, that would be it.

Q. Did he sell anything aside from drinks, items other than drinks?

A. He would sell chips, cookies. I think that's it.

Q. What kind of soda did he sell?

A. Orange soda, Coke, Pepsi. I think he also sold Pepsi. I also believe there was like a grape soda.

Q. How much did he charge for these drinks?

A. One dollar for the soda. The canned Coke, one dollar. Red Bull and Monster, 1.50. And if you wanted to have a beer, Caguana would cost 5 U.S. I don't remember how much he would charge for a six-pack of beer.

Q. So, you recall it was $5 for a single beer?

A. Yes, one beer was the Caguana, the larger one.

Q. How much did the smaller beers cost?

MR. SCHULTE: Objection. He never testified about having smaller beers, only this kind. He's asked and answered this several times already.

MR. HEYMAN-KANTOR: All right. Let me rephrase.

Q. Were there different -- did Agustin sell multiple types of beer or only one kind of beer?

A. Several.

Q. Can you tell us the different kinds of beer?

A. Bud Light, Vicky.

INTERPRETER GARCIA: He's calling them Vicky, like V-I-C-K-Y. He's saying it's like a Mexican beer that's called Victoria. So, he's using Vicky as short for Victoria.

A. Those were in six-packs.

Q. Were the Bud Lights sold in six-packs or in singles or some other way?

A. Either way. However you wanted it. If you wanted a six-pack or if you want one of them

loose.

Q. Could you buy the Victorias loose?

A. Yes.

Q. Could you buy the Caguanas in six-packs?

A. No.

Q. How much would a single Bud Light cost?

A. I'm not totally sure, but I think it was like $2.

Q. How much would a Vicky, a single Vicky, cost?

A. That would be price, like fixed price.

Q. Was it $2 for Bud Light and Victoria beers?

A. Yes.

Q. In addition to the Caguanas and the Bud Lights and Victorias, were there any other kinds of beers sold?

A. I think that was it.

Q. How much did Agustin sell the chips for?

A. 1.50.

Q. How much did he sell the cookies for?

A. I think 1.50 as well.

Q. So, during the course of a typical day, how many drinks would you purchase?

A. Five or six, depending.

Q. So, I'd like to walk through a typical day and maybe you can tell me what times of the day you'd buy what drinks.

A. When we left home, Agustin would offer us bread and chocolate. Then we would be taken to the fields and around 9:00 or maybe 10:00 to 11:00 we would have a short five-minute break. Then he would come and offer us drinks, but at that time he would only offer two types of drinks, either Red Bull or Monster and he would offer a sandwich.

Around 12:00 to 1:00 when it was lunchtime, I had to buy food from Agustin because we were in the field. I would either buy a Coke or an orange soda. Then we continued working and then sometimes, not that often, we would have another two to three-minute break. And once again, he would offer us either Red Bull or Monsters for that break.

When we were working and we drank these type of drinks, we felt like powered up, like we became accelerated. And then we would leave the field and around 5:30 or 6:00 we would have our dinner during which we would have another drink maybe.

At the dining room we had to buy soda or something because there was no water or anything else and we'd have to purchase soda. So we bought the soda from Agustin for our dinner, mainly to hydrate so that we would be ready to work for the following day.

Q. Thank you. I'd like to go through each of these times. At your first break, your first five-minute break, would you typically purchase a Red Bull or Monster?

A. Yes, because at that time when we were working with cucumbers or with pickles, we didn't -- there was no water around. So, we needed to hydrate. That's why we bought it and drank it. So, we bought either a Monster or a Red Bull or the sandwich that he had.

Q. Was the sandwich included in the meal plan or was that an additional cost?

A. No, we needed to pay it. It had an additional cost.

Q. How much was the sandwich?

A. 1.50.

Q. In a typical week, how many breaks -- how many short breaks would you have in the afternoon?

A. Maybe every other day. But there were weeks in which we did not have any afternoon break. It all depended upon the load of work.

Q. So, the way I'm -- to recap, you have one drink in your morning break, one drink in your noon break, one drink in your afternoon break. And how many drinks would you have at your dinner break?

A. One or two, just to hydrate.

Q. In your afternoon break, when there was an afternoon break, did you typically purchase a Red Bull or a Monster?

INTERPRETER GARCIA: Would you repeat the question? When or when there was not a break?

Q. When there was an afternoon break, would you typically purchase a Red Bull or Monster?

A. Yes, Monster would be the one that I would purchase. Monster.

Q. Would you typically drink two Monsters a day or one Red Bull and one Monster or two Red Bulls?

A. In the morning, a Red Bull. And in the afternoon, one Monster.

Q. Did your coworkers typically drink -- typically purchase the same number of drinks or more

than that or fewer than the number that you purchased?

A. There were a few of them, a few dehydrated at the field, and they would purchase one or two more.

Q. Typically, did your coworkers purchase the same number or more or fewer than you drank?

A. The same.

Q. How do you know this?

A. Because I saw them. They were my coworkers and we were drinking. And if some of them were dehydrated, they would purchase two drinks.

Q. Would you see your coworkers drinking these drinks or did you hear about it or how did you come to know this?

A. I saw it myself. Actually, with these type of drinks, we actually felt with a lot of energy and we started doing our work very fast and running because they really powered us up. Personally speaking, I feel that those drinks really powered me up. I actually could feel my heart pumping faster.

Q. You said sometimes workers would buy more than one drink at a time. How many workers did

this?

A. Maybe two or three of them.

Q. How often would those two or three buy more than one drink at once?

A. I'm not totally sure. But maybe twice a week. It all depended on each one's body, how they felt.

Q. How many beers did your coworkers typically purchase per week?

A. Besides my coworkers who were there by contract, there were also undocumented workers and they were the ones who would purchase more beers to get drunk. And maybe some of my coworkers also drank, the ones that were there by contract.

Q. How many beers a week would the -- strike that.

When I say H2A workers, I'm going to be meaning workers who were present in the United States on H2A visas like yourself. Do you understand?

A. Yes.

Q. When I say non-H2A workers, I'm going to be referring to the other workers who worked in the fields but were not on the visa you were on. Do you

understand?

A. Yes.

Q. How many beers, typically, a week, would H2A workers drink?

A. Maybe five boxes per week. There were some that actually bought a lot.

Q. On a typical Friday night, how much would an average H2A worker buy in beer?

A. Five 24s.

INTERPRETER GARCIA: I'm asking permission to ask him to clarify for me.

MR. SCHULTE: I'm sorry. It's up to counsel to ask the questions. You can just interpret his answers. If counsel has a question about what he meant, he can follow up. Sorry.

INTERPRETER GARCIA: Okay.

Q. What do you mean by that?

A. With what?

Q. What do you mean by five 24s?

A. Five boxes of 24 each. I think it's 24 per case. Isn't that right? That's what they sell there?

Q. Okay. So, was Agustin also selling cases

of 24 beers?

A. Yes, he did. He would sell six-packs or 24-pack cases and the Caguana.

Q. So, Caguanas were sold either in six-packs -- sorry. Sorry.

Are you saying Caguanas were sold in either six-packs or 24-packs?

A. I don't know about that because I did not buy those.

Q. Do you know how much Agustin charged for a 24-pack of Caguanas?

MR. SCHULTE: Objection. He didn't answer that they were sold in 24-packs. No foundation.

(Interpreter Jenkins relieved Interpreter Garcia.)

Q. You can answer.

A. He once saw that the undocumented workers once organized a party and he did see they were sold a case of Caguanas.

Q. What beers -- how many beers per H2A worker would a particular H2A worker have per week?

A. Just a few of them were drinking beer, not all of them. We would just see that they'd like

go to the side and buy many cases, but I really couldn't give you a specific amount.

Q. How about the non-H2A workers, how many beers would they typically buy in a week?

A. I really don't know how many beers they were drinking because they were like separate from us. We were in our dorm and I really wouldn't know how many beers they were drinking. All I would see is, yes, they were buying beer and they would organize their parties, but that's all we'd see.

Q. Was there a time during 2015 when Agustin did not sell beer?

A. When the inspectors came out to check, he would no longer sell beer.

Q. How long did that occur?

A. That was towards the end when the inspectors came.

Q. How many days did Agustin stop selling beer for during that time?

A. About a week. Once the inspectors would be coming to the field, he modified everything.

Q. What else did he change?

A. Even the way he treated us.

INTERPRETER JENKINS: I asked him to

clarify what is the word.

A. He said, also the hygiene in the field was really bad.

Q. What do you mean by that?

A. When we got there, everything was really dirty. The bathrooms were filthy, the showers, where we take showers were filthy, the dorms where we stayed.

Q. Turning back to the beer, what days of the week did Agustin sell beer?

A. It was open to whoever wanted to buy beer. But I would say -- but the days they would consume more beer was on Sunday.

Q. Could you buy beer all seven days a week or were there some days when it was closed?

A. No, it was open.

Q. What time during the day could workers buy beer?

A. When we came back from work.

Q. You previously talked about other workers buying beer. Did those workers purchase it from Agustin or from somewhere else?

A. At the beginning they were buying from Agustin and then after that they were buying it

elsewhere.

Q. When did they start buying them from elsewhere?

A. That was towards the end. At least that's what I would observe. I wasn't drinking a lot. I would buy approximately two beers a week.

Q. So, how many weeks were left in the season when people started buying beer elsewhere?

A. That was like the last week.

Q. Where did Agustin sell the beers from?

A. Right there in the store in the diner -- in the dining room. He had it there in the fridge.

Q. How far was the dining room from where you slept?

A. Five to 15 meters away. It was right there in the building where we were staying.

Q. I'd like to ask you briefly a little bit more about the bathrooms. Can you tell me anything else about the bathrooms?

A. There was shit on the walls and on the toilets like rubbed on the walls -- on the toilets. There was toilet paper everywhere, dirty toilet paper everywhere. Some would piss outside of the toilets. In the showers there was even dirt, mud,

hair, human hair everywhere. Where you would wash your hands, the sinks were all tarnished. There was also like water everywhere. Water and hair everywhere.

Q. I'm sorry, there was -- just to clarify, there was human -- was there human feces in the bathroom, on the bathroom?

A. Yes. From the very first time we arrived at the field, the bathrooms were under this condition. We took on the initiative to clean them and this was a completely useless effort because they did it again.

All the people who were working there on contract felt that we would get sick working in those conditions, so we decided to clean the bathroom. We told the foreman about the situation. He talked to the undocumented workers and asked them to please be more clean, but it was useless. They kept doing the same thing. So, we ended up just giving up. They weren't paying attention, so we just gave up.

Q. Are you referring to non-H2A workers?

A. Yes.

Q. Why did they do this?

A. It was mainly people from Michoacan.

Q. Why did they do this?

A. I don't know. Maybe it was their style. I really don't understand why they would do it. It was their way of doing things.

Q. Did the non-H2A workers share your bathroom or did they have other bathrooms?

A. No, we all had to share the same bathrooms.

Q. Did Agustin ever clean the bathrooms?

A. No. Well, towards the end when the inspectors came.

Q. Did anyone else at Sun Valley ever clean the bathrooms?

A. No.

Q. Did the bathrooms smell badly?

A. Horrible.

Q. What about the dorms? What were the dorms like?

A. It was the same case. The mattresses were all stained. They had a very bad affect. They looked very bad. There was actually an outbreak of measles and I got sick.

Q. Anything else remarkable about the

dormitories?

A. I think that was all.

INTERPRETER JENKINS: I would like to make a correction. It was not measles. It was chicken pox.

A. There is also, there were garbage cans very close to the dorm and they would get full of flies and then these flies would end up in our dorms.

Q. All right. Thank you for telling me that. I'd like to move on and talk a little bit about transportation.

How would you get from the dorm to the fields?

A. We had these type of vans that we used as transportation.

Q. What were those vans like?

A. They were like micros where you could fit 20 people in them. I don't have the exact number or I don't remember how many people could fit in what they call micro -- microbuses.

Q. What condition were the buses in?

A. Inside these vans or these microbuses, there was a lot of dirt.

Q. How much time would you spend in these vans each day?

A. Every day.

Q. Can you estimate how much time; ten minutes, an hour, three hours?

A. It would depend in which field you were going to work at. It could be from 15 minutes to 30 minutes.

Q. And that's total per day, 15 to 30 minutes?

A. What do you mean?

Q. Fifteen to 30 minutes, is that the total round trip travel or is that just one way?

A. Fifteen minutes there and 15 minutes back, depending on where the field is. There was another field that was farther away and it took us 30 minutes to get there and another 30 minutes to get back.

Q. During the course of 2015, did you ever leave the farm?

A. Only when I got chicken pox. I mean I was staying. I was sleeping in the fields, but since I had fever, I could not go to work. And I would like to clarify that during this time I was

being showed no preoccupation for us when I got sick. During this time that he got sick, I was being showed no concern for us.

Q. How long were you sick and not working?

A. About a week.

Q. Was there any transportation provided to you to do laundry?

A. Yes, there was one day out of the week that we used to go do our laundry.

Q. Was that transportation provided free of charge or was there a charge?

A. No. It was included.

Q. How much time would you have to do your laundry?

A. It would just depend on when we were all doing our laundry.

Q. Would you have time to shop at stores nearby?

A. Yes, there was a store nearby. At the end, that's where I would go buy my stuff. That's where I would go buy my food.

Q. Did you have time to go to the store on every trip to the laundry?

A. Yes. Sometimes, yes.

Q. What about the other times?

A. I was the last one to do the laundry and I wouldn't have time to go to the store.

Q. How many workers would go to the laundry together?

A. I can't remember with precision how many on the contract were there. But, for example, the group of workers that were hired from Guanajunto would receive the van to take the whole group.

Q. So, how many of you were there?

A. I don't remember because some people decided to leave the field.

Q. Approximately? Were there 10 or 20 or 50 or a hundred?

A. Around 25.

Q. Would there typically be 25 people on this van to the laundry?

A. Yes, 25 or more.

Q. How many people could do their laundry at a time?

A. It would depend on how many people there were on the laundromat. Sometimes there were no people there, so we would have 12 washing machines available to us.

Q. What I'm trying to understand is, why couldn't you go to the stores to buy food while the other people were doing their laundry?

A. Because sometimes I was the last one to do my laundry, so I just had to stay there, because as soon as my laundry would be done, we had to get in the van because the other people were already in the van waiting. But it also depended a lot on the driver we'd have that day. There was -- one of the drivers was nicer and he would let us buy stuff. And there was another driver that would just take us to our laundry and back.

Q. Why would that driver not let you stay longer?

A. I don't know. He would always say to us, I am just bringing you here to the laundromat and I have other things to do.

Q. Were there other trips into town aside from these laundry trips?

A. There were some trucks that would show up and they would take people to town after they worked.

Q. Would you ever go in those trucks?

A. Yes, because we would go out to get

supplies, and we would have to pay $20 per person.

Q. How often did you take that transportation?

A. Once a week.

Q. How many workers would go on these trips in the trucks?

A. All of us. We would all go because we weren't just going to get supplies. We were also going to deposit. In fact, one of the cases where we would be going to make a deposit, the driver had borrowed a truck and it got stolen. So then somebody else had to come pick us up. And then they called the foreman and they would pick us up.

Q. If you had the free trip for the laundry, why did you still pay extra for the truck ride?

A. Mainly because we had to go make our deposits.

Q. What deposits are you talking about?

A. What I was earning, I was sending back to Mexico.

Q. How would you send it back?

A. You don't know how you send the money? You just -- you go to a store or where you could deposit the money so our relatives could get.

Q. Who did you -- aside from Agustin Hernandez, who in Sun Valley management, if anyone, did you interact with?

A. A Russell Marino, but he didn't speak any Spanish. So, there was no way to communicate with him. Whenever we were trying to explain anything to him, the person who talked on our behalf was Agustin. And sometimes we felt that he was not truly expressing what we wanted to express to Mr. Marino. I have nothing bad to say about Russell Marino. He always tried to lend us a hand. You could see that clearly.

Q. Did you interact with anyone else in Sun Valley management?

A. No.

Q. Did other workers interact with anyone else from Sun Valley management?

A. I just remembered that Russell Marino's son was also there. And he was also training to lend us a hand. You could see the attention that he would pay to us. I have nothing bad to say about them. They are excellent beings.

Q. Do you know Russell Marino's son's name?

A. No, I don't, not really.

Q. Did he speak Spanish?

A. He understood a little.

Q. Could he speak it?

A. A little. Very little.

Q. I'd like to talk to you a little bit about your departure from Sun Valley Orchards.

Do you remember what month you stopped working there?

A. August. 1st of August.

Q. Did you quit or were you fired or did you leave for some other reason?

A. Well, we didn't resign. We were sent back.

Q. Who sent you back?

A. Russell Marino's son told us that there was no more work and that we had to return to Mexico and it was quite sudden.

Q. Did he explain why he was sending you back?

A. Yes.

Q. What did he say?

A. So, he said he had done very badly in that season. That the plants had affected his bell peppers that we were harvesting.

Q. Did the foreman or anyone else at Sun Valley give you a document to sign around the time that your employment ended?

A. Yes, at the end Agustin did.

MR. HEYMAN-KANTOR: I'd like the court reporter to mark this as Exhibit 21.

(Exhibit 21, bilingual departure form, marked for identification, as of this date.)

Q. I'd like you to -- you should have a folder on the table that has Exhibit 21. Do you see that?

INTERPRETER JENKINS: Exhibit 21? I need clarification. 20 or 21?

MR. HEYMAN-KANTOR: 21.

A. Yes.

Q. Can you please hold that up to the camera so we can make sure what you're looking at?

(Witness complied.)

Q. Okay. You've got the right document.

Is this the document that you were handed around the time you were fired from Sun Valley?

MR. SCHULTE: Objection. That's not what he testified.

MR. HEYMAN-KANTOR: Let me rephrase.

Q. Is this the document that you were handed around the time that you were sent home?

A. Yes.

Q. I'd like you to look at another --

MR. HEYMAN-KANTOR: Sorry. Court reporter, can you mark this document as Exhibit 22?

(Exhibit 22, Miguel Angel Elizondo Soto's departure form, marked for identification, as of this date.)

Q. There should be a folder near you that says 22. Can you hold that up to the camera so we can confirm you have the right document?

(Witness complied.)

Q. Thank you. We've got the right document. So, this document which I've marked as Exhibit 22, is that your signature on the document?

A. Yes, it is mine.

Q. Did you complete this document?

A. Yes.

Q. Was anyone with you when you completed this document?

A. Yes, the foreman Agustin.

Q. Anyone else?
A. No, just him.
Q. Do you see where there's an X on the document on the left side?
A. Yes.
Q. Why did you put an X there?
A. The foreman told me to put an X there. He told us all to put an X there.
Q. And then after you completed this document, what did you do with it?
A. There were actually two documents. One was in English and one was in Spanish, and I kept the one in Spanish.
Q. What did you do with the English one?
A. I gave it back to Agustin.
Q. Did you ever see this document again?
A. The one that was in English?
Q. Correct.
A. No, it was left there.
Q. Everything that you've been talking about today about Sun Valley, was that all about the 2015 growing season?
A. Yes.
MR. HEYMAN-KANTOR: I have no further

at maybe the Oxxo. Do you remember how much they cost there?

A. For each one, I think it was $2 a can, a small can, of the small ones.

Q. Were any of the Marinos ever there when Agustin was selling beer?

A. Let me think. No. I think this was something he was doing under the table without them finding out.

Q. Have you ever worked for other H2A employers?

A. No. It was my first year.

Q. Have you worked for any since then?

A. I have not had the opportunity again.

Q. Are you planning to do that this summer?

A. Let's hope so. I'm in need.

Q. Okay. Part of the pay at Sun Valley was what they call a piece rate so the more you harvest the more you're paid; is that right?

A. Yes.

Q. So that the faster you pick, the more you're paid, right?

A. It was a little confusing because the foreman would sometimes say we'd be paid on an

hourly basis and others would say based on our performance. Sometimes we could not understand the foreman.

Q. But during times you were paid for performance, working faster meant more money?

MR. HEYMAN-KANTOR: Objection. Facts not in evidence.

A. He did not feel the difference. It was based on hours worked. At the end they would have like a receipt of the hours worked and it would always include hours worked and the check we would receive would be based on hours worked and the hours we worked would appear on that receipt.

Q. You got a receipt and signed something that said you got a check every week, right?

A. Yes.

(Interpreter Garcia relieved Interpreter Jenkins.)

Q. You said that you hadn't -- your interaction was with Agustin. Did you ever bring any complaints to Russell or Dominick or anyone else at Sun Valley?

A. No, because there was no way to express ourselves. Because of our dialect, we were not able

to communicate with him.

Q. You mentioned that there were times when you had something that you needed to tell them and Agustin would interpret for you but you were concerned that he hadn't done it accurately. What was it that you were trying to tell them?

A. That we needed better hygiene and conditions in the field.

Q. And you had mentioned earlier the bathrooms. Were you talking about the bathrooms in the field or the bathrooms in the house?

A. In the house.

MR. SCHULTE: Okay. Thank you. No more questions for me. Thank you, sir.

MR. HEYMAN-KANTOR: We don't have any questions over here. I think we can go off the record.

MR. SCHULTE: I'm sorry. If we can go back on for a second. I just had a couple more. I apologize. I just found them.

BY MR. SCHULTE:

Q. Before today, have you spoken with the lawyer who was asking you questions from the Department of Labor?

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of MIGUEL ANGEL ELIZONDO SOTO, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 8th day of May, 2017.

ELIZABETH F. TOBIN, RPR

My name is Miguel Angel Elizondo Soto. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

__X__ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: MIGUEL ANGEL ELIZONDO SOTO

Signature: _____ Date: 8/9-15

Print name of witness: RUBEN MARIN JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

EXHIBIT
22
5-3-17

Please see deposition video

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 2

PX 7 to 12

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
JOSE LUIS SILVA LOPEZ
New York, New York
May 4, 2017
10:01 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050417

May 4, 2017

10:01 a.m.

Video teleconference deposition of JOSE LUIS SILVA LOPEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(Both present via video teleconference)

Silva Lopez

COURT REPORTER: Mr. Schulte, do you want a copy of this transcript?

MR. SCHULTE: Yes, please.

THE COURT: I'm going to swear in the translators first. Actually, is the other translator in the room?

INTERPRETER GARCIA: Yes.

THE COURT: Good morning.

INTERPRETER JENKINS: Good morning.

THE COURT: So, if both of you can raise your right hand for me. Do you solemnly swear or affirm that you will carry out of your duties as interpreter/translators today and interpret the proceedings before you to the best of your ability truthfully under penalty of law?

INTERPRETER GARCIA: Yes, I do.

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Mr. Silva Lopez, I'm an

administrative law judge who's going to abide this case. I only have a very small role. My job is just to take your oath to insure that the testimony that you will give will be truthful testimony. Okay. So I need you to raise your right hand. Do you solemnly swear or affirm that the testimony you will give in this deposition today will be the truth under penalty of law?

THE WITNESS: Yes.

THE COURT: Thank you very much. Okay, folks. I'm going to disconnect. Have a good day.

MR. GLICK: Thank you, your Honor.

MR. SCHULTE: Thank you, your Honor.

(Judge Timlin is no longer present.)

J O S E L U I S S I L V A L O P E Z,

of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

EXAMINATION OF JOSE LUIS SILVA LOPEZ

BY MR. GLICK:

Q. Good morning, Mr. Silva Lopez.

A. Good morning.

Q. My name is Jason Glick and I am an attorney at the U.S. Department of Labor. I represent the Secretary of Labor in a case called -- in re Sun Valley Orchards, LLC, case number 2017-TAE-00003. I also represent the Administrator of the Wage and Hour Division in a case called in re Agustin Hernandez, case number 2017-MSP-00002. This morning I'm going to ask you some questions and if you don't understand something, I'd like you to just tell me that.

Okay?

A. Yes.

Q. Also, because there is a court reporter in the room with me recording everything that is said, it's very important that you answer the questions verbally rather than, for instance, simply by shaking your head.

A. Yes.

Q. Do you understand that?

A. Yes.

Q. Could you please state your name?

A. Jose Luis Silva Lopez.
Q. Is it okay if I call you Mr. Silva Lopez?
A. Yes.
Q. Do you have any identification with you this morning?
A. Yes. You want me to show it?
Q. Yes. Could you please hold up the identification up to the camera?
(Witness complied.)
Q. Could you hold it even a bit closer, please?
(Witness complied.)
MR. SCHULTE: Is there a way to get the camera facing the right direction? It seems to be reversing the images.
INTERPRETER GARCIA: I don't know how to do that.
A. Do you want me to call the lady from the CDM to do that? I have no idea how to do it.
MR. SCHULTE: That's all right.
Q. Okay. Please, you can take the identification down, please. Mr. Silva Lopez, have you ever worked at a company called Sun Valley?
A. Yes.

Q. When did you work there?
A. 2015.
Q. Do you remember what months?
A. June and July.
Q. What kind of work did you do there?
A. We picked cucumber, zucchini, peppers, peaches. We would also remove weeds from the fields, everything that has to do with the fields. We also worked with eggplant. I think that's all we harvested.
Q. Did you work at that company on a visa?
A. Yes.
Q. Do you know the name of that visa?
A. I think it's H2A.
Q. Could you tell me about how you applied for that H2A visa?
A. We came to the offices that are here in Celaya with the lady known as Mayra. I don't know if you know her. She's the one that hires us. So, we asked her if it was possible for us to be on a waiting list to be taken to the United States. We came twice and she said that there was nothing yet, but if anything would come out, she would call us. Then she called up to ask us to come to Celaya

because there was a hiring opening.

Mayra took all the information about us and asked us to pay the visa fees at the bank. And then she said that they were going to leave in two days, so we got all organized for the trip. And then she sent us. We didn't know where we were going. We knew it was going to be New Jersey, but we didn't know the name of the company. So that's how the application was done by me.

Q. Was that the application to work at Sun Valley beginning in June 2015?

A. Yes.

Q. Could you tell me a little bit more about what it was like to work at Sun Valley?

A. We began working at 5:00 a.m. So we started working, picking cucumbers and cucumbers for pickles. At 9:00 they would give us a ten-minute break. Our lunch was at 12:00. They gave us one hour for lunch and at 1:00 we would go back picking. And then we kept on working until 5:00. We worked for 12 hours daily. And the work that we had to do was very difficult. The foreman said that even though we were hired on a contract, we were paid by the hour. To some of us he would yell and he would

also use bad words and we didn't like that.

Also, the food that we had to pay. We had to pay 80 U.S. per week. And meals did not include beverages. We had to buy them separate. We thought that that was very unfair, but we couldn't do anything about it because we didn't have a kitchen. So we had no other choice but to do what the foreman said.

The first day that we arrived, bathrooms were very, very dirty. We had to clean them ourselves because we didn't like it. The beds on which we had to sleep were also very dirty. Some of my workmates got very sick with chicken pox because the beds were very dirty. The company did not take them to the hospital or anything and they had to pay for their own medicine. One of the coworkers that got sick with chicken pox, his father went to the United States to get him and brought him back.

Like two days after we arrived where we were already working, two or three people left and went somewhere else to find another job because they didn't like it there. So that was a typical day of work. And we would complain about it with the foreman, but he would just say that that was what

the work was and that we had to do it that way. So that's what we did there.

Q. What was the foreman's name?

MR. SCHULTE: Before you go, I don't think it's a valid objection, but if Mr. Heyman-Kantor can raise it, that's not possibly responsive. I don't even remember what the question was, but that couldn't have been the answer to it.

Q. What was the foreman's name?

A. Agustin.

Q. Do you know his last name?

A. No, I don't remember his last name.

Q. You told us about the work schedule. Who decided that those were the hours that you would work at Sun Valley?

A. Agustin.

Q. What did Agustin explain about the work hours?

A. When we arrived, he told us that the beginning was going to be at 5:00 a.m. and that we will finish working at 5:00 p.m.

Q. Were there days that you worked different hours than that?

A. No, only those hours. Well, actually, at the beginning we started from 6:00 to 6:00 and then they changed it from 5:00 to 5:00.

Q. I'd like to go back to the meals that you mentioned. Can you explain what you received for that $80 a week that you mentioned?

INTERPRETER GARCIA: Would you repeat, please?

Q. What did you receive in exchange for the $80 a week?

A. You mean what type of food?

Q. What type of food?

A. During our lunch they would give us rice and beans and meat, soups. Every meal for lunch always had rice and beans. And we wanted to have different foods. We didn't like the food there that much because of that.

Q. How many meals a day were included in the $80 a week charge?

A. Two meals and one breakfast.

Q. Whom did you pay the $80 to?

A. Agustin.

Q. When would you make those payments?

A. Every Friday. We had to pay him one week

in advance.

Q. Who explained to you the $80 a week arrangement for meals?

A. Agustin himself. It was his wife who prepared the food.

Q. Do you remember anyone explaining the $80 a week for meals to you when you arrived at Sun Valley?

A. No, just Agustin.

Q. What did Agustin explain?

A. He said that he was the one in charge for food and that 80 U.S. needed to be paid there. We didn't know that it did not include any beverages and we had to buy them apart. During our break he would go and sell beverages to us as well as bread and crackers or cookies. And that's it.

Q. Did Agustin explain that you could choose not to pay the $80?

A. No, he didn't say that.

Q. Was there an option to eat meals without paying the $80?

A. No, because we didn't have a kitchen.

Q. Was there a kitchen at Sun Valley?

A. Yes, but it was the one used by Agustin

to feed the workers.

Q. Could you use that kitchen to prepare food?

A. No. We couldn't put anything inside the kitchen. We couldn't access the kitchen.

Q. Why couldn't you access the kitchen?

A. His wife was there and he was the one that managed it. He had there all his things, the fridges where he kept the beverages. It was like there was no other choice because we had to eat that way because we didn't have another way to fix our meals.

Q. Did you ever ask whether there was an opportunity for you to use the kitchen?

A. No.

Q. Do you know if anyone else asked permission to use the kitchen?

A. No. I don't think so because he would not allow it.

Q. Why do you think he would not allow it?

A. I don't think so because it was like his business.

Q. You mentioned beverages that were sold during the breaks. Could you tell me more about

that?

A. Also during our lunch and dinner. During our break he would bring food and would sell it to us and the soda, he would sell them for one U.S. He also had Gatorade. During lunch and dinner it was exactly the same. You had to purchase your beverages and that was every day.

Q. On a typical day at Sun Valley in 2015, how many beverages did you purchase?

A. About three or four per day.

Q. Who did you buy those three or four beverages from?

A. Agustin.

Q. What times of day would you buy those beverages?

A. During the break, during lunch, during dinner and sometimes at night.

Q. What kind of beverage would you buy during the break?

A. Soda, Coke, Gatorade. Sometimes Monster or Red Bull.

Q. So the kind of beverage you purchased changed from day to day?

A. Yes.

Q. Did it depend on anything?
A. No, just what I liked at the time.
Q. What did you mean by soda?
A. It was a soft drink.
Q. Do you know the brand of that soft drink?
A. Coke, Sprite. There was an orange one.
Q. Were those all brands that Agustin sold?
A. Yes.
Q. Have you told me about all the different kinds of beverages that you would buy in a typical day at Sun Valley?
A. Gatorade of all flavors and also some high sugar drinks and also beer.
Q. How much did Agustin sell the Gatorade for?
A. One dollar.
Q. How much did Agustin sell the Coke for?
A. One dollar per Coke.
Q. How much did Agustin sell the Monster for?
A. Two dollars, 2.50.
Q. The other drinks you mentioned, the Sprite, the orange, the high sugar drinks, who did you buy those from?

A. Agustin. Agustin would sell.
Q. How much did Agustin sell the Sprite for?
A. Everything that was a soda would be $1.
Q. Does that include a high sugar drink?
A. No. Some of them were up to $5.
Q. Do you remember the brand name of any of those high sugar drinks?
A. No, I don't remember the brand name.
INTERPRETER GARCIA: May I explain one thing?
MR. SCHULTE: Not really.
INTERPRETER GARCIA: I mean to you. A word that I used.
MR. SCHULTE: Sure.
INTERPRETER GARCIA: Yes. The word that he used in Spanish is (Spanish word) and I translated it as a high sugared drink. The correct translation of (Spanish word) would be saline solution. I apologize.
Q. Mr. Silva Lopez, did you purchase high saline solution from Agustin?
A. Maybe one. I didn't really purchase that; only sodas or Monster.
Q. The number of drinks that you purchased a

day from Agustin, how does that compare with other workers at Sun Valley during the time that you were there?

A. There were other coworkers that would drink more and also that would drink beer at night.

Q. In terms of the soda and the Monster, did other coworkers drink more than you or less than you?

MR. SCHULTE: Objection. Asked and answered.

INTERPRETER GARCIA: May he answer?

Q. In terms of the other sodas and the Monster, did other coworkers drink more than you or less than you?

A. There were some of them that would only purchase Red Bull or Monster.

Q. How do you know what the coworkers would purchase?

A. Because I would see them purchasing. We were all together during the breaks.

Q. So, when you were just telling me about other coworkers purchasing Red Bull and soda and Monsters, was that during the breaks?

A. Yes.

Q. And was that from Agustin?
A. Yes, Agustin sold everything.
Q. Did you also see your coworkers purchase beverages from Agustin at meals?
A. Yes, everyone would. Later we started to purchase cases of soda from the store ourselves because it was less expensive.
Q. When you purchased beverages at Sun Valley at night, where did you purchase them?
A. Agustin.
Q. Where at Sun Valley was that?
A. Sometimes we would pay money to get a ride to go to the store. I don't remember the little town that we used to go to buy the cases of soft drinks or soda.
Q. When you purchased beverages from Agustin in the evening, where was that?
A. In the kitchen.
Q. Was the kitchen closed at night?
A. He would close the kitchen at 8:00, more or less.
Q. Would you ever buy beverages from Agustin after he closed the kitchen?
A. No, because when the kitchen was closed,

no one could go in.

Q. Did anyone ever open up the kitchen after it was closed for the evening?

A. Sometimes he would leave his brother-in-law in charge of the kitchen.

Q. What did Agustin's brother-in-law do?

A. He would sell them.

Q. Did he open up the kitchen again?

A. Yes. Or he would leave it open and he would close it later.

Q. When Agustin's brother-in-law left the kitchen open, could you use the kitchen?

A. No.

Q. Why not?

A. Because we were not allowed to go into the kitchen to cook or to do anything.

Q. Did you buy beer from Agustin?

INTERPRETER GARCIA: Would you repeat that for me, please?

Q. Did you buy beer from Agustin?

A. Sometimes in the afternoon.

Q. About how often?

A. About three days a week.

Q. Was it more on some days than other days?

A. No, it was the same.
Q. When you bought beer from Agustin, how many beers would you buy in a day?
A. Just one or two.
Q. What kind of beer did you buy from Agustin?
A. Bud Light and Budweiser.
Q. How much did those cost?
A. Canned beer cost 1.50. No, I'm not sure. Maybe it was two, two.
Q. Where at Sun Valley did Agustin store that beer?
A. In that same place, in the kitchen.
Q. Where in the kitchen?
A. He had a separate refrigerator just for beer and the other refrigerators were for the other drinks.
Q. Did you ever see that refrigerator for the beer?
A. Yes.
Q. When did you see it?
A. When we would go to pay for our food or when we would go to buy a drink, they were just right there, next to each other.

Q. Other than the kinds of beer that you bought from Agustin, did Agustin sell other kinds of beer?

A. He would also sell Mexican brand beer such as Caguana.

Q. How do you know that?

A. Because I saw other coworkers purchasing that beer.

Q. How often did you see other coworkers purchasing that beer?

A. Always in the evening or on Sundays. There were some of them that would get drunk there.

Q. How many days a week did you see coworkers purchasing beer from Agustin?

A. Every day, almost every day.

Q. Did your coworkers on average purchase less beer than you from Agustin or the same or more beer?

MR. SCHULTE: Objection. No foundation.

A. More beers than I did.

Q. How did you know that your coworkers purchased more beer than you from Agustin?

A. Because I saw them doing it and because some of them talked about it.

Q. What did you see them doing?

A. Outside the kitchen there were these benches where we used to have our lunch, where we used to eat, and that's where they would sit down to drink their beer.

Q. What did you hear them talking about?

A. When they were drinking beer?

Q. I believe you told me that one of the reasons you knew that your coworkers drank -- scratch that.

One of the reasons you knew that your coworkers purchased more beer from Agustin than you is that you heard them talking about it?

A. I saw them and they brought the beer to the bedroom and drank it there.

Q. Where did you see them bringing the beer from?

A. From the kitchen to the dorms.

Q. Did you ever store -- scratch that.

Did you ever buy beer from somewhere other than Agustin?

A. Sometimes when we used to go to the store.

Q. When you went to the store and bought

beer, did you ever store that beer at Sun Valley's kitchen?

A. No.

Q. Do you know if your coworkers ever stored beer in Sun Valley's kitchen if they bought that beer somewhere outside of Sun Valley?

A. No. Because if they bought it from the store, they would drink it.

Q. Did Agustin sell anything else to the workers at Sun Valley that you haven't told me about this morning?

A. He would also sell to us the gloves with which we had to work.

Q. Why did you need those gloves?

A. To pick the cucumber, because the cucumber had like prickles or spindles, thorns and they would hurt us without gloves.

Q. How much did Agustin sell those gloves for?

A. Two dollars.

Q. How often did you buy those gloves from Agustin?

A. Once a week.

Q. Did your coworkers buy those gloves from

Agustin?

A. Yes.

Q. How do you know that?

A. Because I saw them doing it.

Q. How often would you see your coworkers buying those gloves from Agustin?

A. Not that frequently. But what happened is that when the gloves were torn, then we would need to buy more. So maybe once a week.

Q. Is there any other kind of food or drink or anything else that Agustin sold in 2015?

A. He would also sell snacks such as chips and Sabritas which is the brand name in Mexico. Snacks, candies. That's all I remember.

Q. Anything other than food or drink that Agustin sold?

A. No, I don't think so.

Q. Did you purchase those snacks that Agustin sold?

A. Sometimes.

Q. How much did they cost?

A. One dollar. He also sold cigarettes.

Q. How do you know that?

A. Because some of my coworkers would buy

from him.

Q. Did you see your coworkers buy from him?

A. Yes.

Q. Where on the farm was that?

A. Same place in the kitchen for everything.

Q. Did you ever purchase cigarettes from Agustin?

A. No, I don't smoke.

Q. Any of the food or drinks that you told me about, was there ever a time when Agustin stopped selling any of them?

A. No. He always sold them.

Q. You mentioned sometimes you paid for a ride to buy things outside of Sun Valley. When did you start doing that?

A. Every week when we wanted to go and deposit money, we would pay for the ride because Agustin would only drive us to the laundry.

Q. When did you start paying for those rides?

A. About a week later.

Q. A week after what?

A. A week after we started working.

Q. When did Agustin start giving rides to go

do laundry?

A. When we asked him. A group of us would gather and ask him to drive us to the laundry.

Q. When you left Sun Valley and bought something at the store, where would you store it?

A. Same place. In our dorm we had sort of a closet there.

Q. Did you have a refrigerator in the dorm?

A. No, there wasn't.

Q. Did you pay $80 a week at Sun Valley for meals the whole time you were at Sun Valley?

A. Yes.

Q. Did you work at Sun Valley any year other than 2015?

A. No.

Q. Is everything you told me this morning about purchasing things from Agustin, was that all during the year 2015?

A. Yes.

Q. Now, I want to talk a bit about the dormitories. You mentioned a bit about them before. But can you explain what the conditions in the dormitories were like at Sun Valley?

A. The mattresses were very dirty. On the

floors there was a lot of dirt we had to clean ourselves. There were about 25 people per room. It was very, very hot and we did not have air conditioning. We would buy our own fans because it was very, very hot and we needed to ventilate. That is the way all the dorms were like there.

Q. Were those conditions true the whole time you were at Sun Valley?

A. Yes.

(Interpreter Jenkins relieved Interpreter Garcia.)

Q. Were there bathrooms near the dormitories at Sun Valley?

A. Yes, they were nearby.

Q. Can you tell me what those bathrooms were like?

A. All the toilets were there together and then the showers were separate and everything was very dirty. The water from the showers smelled bad. Sometimes there was hot water, but then the hot water would run out and there would only be cold water. Especially when everybody would try to take showers together at the same time, it would run out very quickly. Those were the bathrooms.

Q. What time of day did the water tend to -- did the hot water tend to run out?

A. After work in the afternoon we'd go get a shower and the people who were the last to take the shower wouldn't get any hot water.

Q. Did that happen to you that you didn't get hot water to take a shower?

A. Yes.

Q. How often did that happen to you at Sun Valley in 2015?

A. Around five times.

Q. Were there sinks in the bathroom at Sun Valley?

A. Yes.

Q. Was there hot water in those sinks?

A. I think so.

Q. Was there always hot water in the sinks?

A. No.

Q. When wasn't there hot water in the sinks?

A. When everybody would take showers and the hot water would run out.

Q. Did that ever happen to you that there was not hot water in the sink?

A. Well, we didn't use the sinks much.

Q. Now I want to ask about the transportation to the fields. Did you ride vehicles to get between the dormitory and the fields at Sun Valley?

A. Yes, we would take a bus.

Q. Did you take a bus every day?

A. Yes.

Q. How long would you ride on that bus in a typical day at Sun Valley?

A. It wasn't much. It was only like five or ten minutes. The field that was furthest away would be between 15 and 20 minutes away.

Q. That amount of time, was that one way or round trip?

A. Only one way.

Q. How many trips a day would you take between the dormitory and the fields?

A. Sometimes it would be up to three trips a day because we would be moved from one field to another.

Q. Did you ride the buses from the fields back to the eating area for lunch?

A. Yes. We would be taken back to the kitchen that was right there in the fields and

that's where we would be taken to have lunch.

Q. So, in the morning would you ride on the bus to get from the dormitory to the field?

A. Yes.

Q. And then would you ride the bus back from the field to lunch?

A. Yes, in the company bus.

Q. What would be the next time you rode on the company bus in a typical day after lunch?

A. Well, lunch would be over at 1:00 and at 1:00 we'd go back to the field.

Q. Would you go back to the fields on the company bus?

A. Yes.

Q. And then would you ride the company bus from the field back to the dormitory at the end of the workday?

A. Yes.

Q. Were there also times that you rode the bus from one field to another field?

MR. SCHULTE: Objection. Asked and answered.

A. Yes.

Q. You mentioned that there were times when

you got a ride to go do your laundry. What kind of vehicles did you ride on those trips?

A. It was the same buses of the company.

Q. On those trips to the laundromat, could you visit other stores?

A. No.

Q. Why not?

A. Because they were far from the laundromat.

Q. How far were those stores from the laundromat?

A. A 15-minute ride in car -- by car.

Q. Do you know if there were any other stores closer than that?

A. No, I don't know.

Q. Other than the foreman, Agustin, were there other people who supervised you at Sun Valley?

A. Yes. There were people with us in the fields in the tractors and they would supervise us.

Q. Do you know the names of any of those people?

A. No, I don't remember.

Q. Did you ever speak with any of those people?

A. Yes.
Q. What did you talk about?
A. Nothing very important, just things about the work, job.
Q. What language were those conversations in?
A. Spanish.
Q. Do you know if any of those people in the tractors --
A. These guys that were checking us were Mexican.
Q. Any of those people who you spoke with who were riding the tractors, were those the owners of Sun Valley?
A. No.
Q. Do you ever remember speaking to Russell Marino, Jr.?
A. Yes. He would go to the fields, but he didn't speak much to us. He would speak with Agustin.
Q. Could you hear those conversations?
A. No.
Q. How did you end up departing from Sun Valley?

A. You mean how I returned to Mexico?

Q. What happened, if anything, at Sun Valley before you left?

MR. SCHULTE: Objection, vague and confusing.

A. We were told that we were no longer going to work because pests had affected the bell pepper and the bus for 44 people was sent to bring us back to Mexico.

Q. Who told you that there was a pest problem at Sun Valley?

A. Agustin and the employer.

Q. Which employer?

A. Russell, Jr.

Q. Did they both tell you that?

A. Yes, there was actually a meeting right there in the field and Russell and Agustin told us this.

Q. What did they tell you?

A. Yes, that's what they told us, that there was a pest that affected the bell peppers in the field and this meant that there wasn't enough work for all of us. And that's why there was going to be a bus sent back to Mexico.

Q. When was that meeting?

A. I would say it was about four days before we came back to Mexico.

Q. Do you remember when -- what month that was?

A. July. Yes, July.

Q. Other than that meeting did Agustin or Russell tell you anything else about there wasn't enough work for everybody?

A. It was just that occasion.

Q. Did you have a choice about whether you could stay and work at Sun Valley?

A. No, because Agustin told us that we all had to return on the bus.

Q. Did you sign any document before leaving Sun Valley?

A. Yes.

Q. What kind of document did you sign?

A. It was a small piece of paper and part of it was in Spanish and part of it was in English.

Q. Do you remember anything else about that piece of paper?

A. I can't remember very much about what the piece of paper said, but I'm pretty sure it said

that we had to abandon the work because there wasn't enough work and I think like 50 or 70 percent of the work had already been done.

Q. Mr. Silva Lopez, I believe there's a folder on the table marked as Exhibit 21. Do you see that folder?

A. Yes, Document 21. Yes.

Q. Could you open the folder that says 21, please? Can you please hold that document in the folder 21 up to the camera so we can verify which document you're holding?

(Witness complied.)

Q. Could you hold it a bit closer, please?

(Witness complied.)

Q. Even closer, please?

(Witness complied.)

Q. Could you lift up the document a few inches, please?

(Witness complied.)

Q. A little bit higher, please?

(Witness complied.)

MR. SCHULTE: Just have the record reflect that the camera issue is still there so the image is backwards. It's unclear what the

document is.

Q. Thank you, Mr. Silva Lopez. You can sit down, please. Could you please keep the document out? Could you open the folder, please? Do you recognize this document, Exhibit 21?

A. I think so, yes.

Q. What do you recognize?

A. I see Russell Marino's signature and the date.

Q. Is there anything else that's familiar about this document?

A. Yes, the questions that are here and what it says at the bottom, too.

Q. What is familiar about those questions, if anything?

A. Because I remember the questions that were here in the lines. And I can't remember if I was asked to mark one.

Q. Is this document, Exhibit 21, the form that you were telling us about a few moments ago that you were given to sign before leaving Sun Valley?

A. I think so. I am not completely sure.

Q. Thank you. You can put that document

back in the folder and put the folder down, please.

MR. GLICK: To the court reporter, I would ask that this document be marked as Exhibit 23, please.

(Exhibit 23, Jose Luis Silva Lopez's departure form, marked for identification, as of this date.)

INTERPRETER JENKINS: Could you repeat that? Is that something for us here?

(The requested portion was read by the reporter.)

MR. GLICK: I'll state for the record that this is a copy of a document that I sent to Mr. Schulte this morning called Exhibit 23.

Q. Mr. Silva Lopez, is there a folder on the table that says Exhibit 23?

INTERPRETER JENKINS: He asked for me to repeat the question.

A. Yes.

Q. Could you please open that folder? Could you please hold the document up to the camera?

(Witness complied.)

MR. SCHULTE: Just one last time, same objection as before regarding the camera.

Q. Thank you, Mr. Silva Lopez. You can -- please hold on to that document, Exhibit 23. Mr. Silva Lopez, do you recognize Exhibit 23?

A. Yes, I do recognize it.

Q. What about this Exhibit 23 do you recognize?

INTERPRETER JENKINS: Please repeat question for interpreter.

Q. What about this document, Exhibit 23, do you recognize?

A. It's the document that we had to sign and has our signature. It has Russell Marino's signature as well.

Q. Do you see an X marked on Exhibit 23?

A. Yes.

Q. Do you remember who wrote that X?

A. No, I do not remember.

Q. Thank you, Mr. Silva Lopez. You can put that folder with Exhibit 23 back down on the table.

Have you worked at any other companies in the United States on an H2A visa?

A. Yes.

Q. When was that?

A. In 2016.

Q. Do you know which ones?
A. I do not remember, no.
Q. Did you speak with anyone from Wage and Hour -- any of the investigators when they came to Sun Valley?
A. No, I do not.
Q. Do you know how many of your colleagues spoke with the investigators?
A. I would say like five of my coworkers.
Q. Okay. Thank you.
You mentioned that you had worked for another H2A employer last year. Where was that?
A. Which state?
Q. Start with that. Yes, please.
A. In Georgia.
Q. Do you remember the name of the farm?
A. Yes, I did know the name but I can't remember.
Q. What kind of vegetables or fruit did you work on at that farm?
A. We would plant and then we'd do the picking of cantaloupe. And then we also worked with blueberries, also zucchini. And the employer had stopped and took us to another city, Maryland, and

there we were working with watermelon.

Q. Before you came to Sun Valley, had you done farm work while you were in Mexico?

A. Yes.

Q. How long?

A. With corn and strawberries for about two years.

Q. You talked about coming to the city and met with -- is it Meda? Is that right?

A. Lillian.

Q. No, I'm sorry. When you applied for the Josh at Sun Valley.

A. Mayra.

Q. Mayra. I apologize. What did she tell you about the work at Sun Valley?

A. Actually, she didn't tell us much about the work. I don't think she knew about the work we were going to do, just the place we were going to go to.

Q. Do you know the name of her company?

A. I don't remember.

Q. Did anyone other than Mayra tell you anything about the work at Sun Valley before you got your visa?

A. Not really. I had some coworkers and they gave us a little piece of paper. On this piece of paper, it mentioned what product we would be picking.

Q. Did it say anything about -- no, strike that.

You had come to Mayra looking for work in the United States, correct?

A. Yes.

Q. If you knew that the meals would be prepared for you instead of you cooking your own meals, would that have changed your decision to come to the U.S.?

A. I don't know. Maybe. I had a lot of need to go to the States and work. Maybe I would just go for that season.

Q. Were there any workers in 2015 while you were at Sun Valley who did not buy beer at all?

A. Yes. Some did not drink but I would say that the great majority did drink beer.

Q. Did they get into any trouble with Sun Valley for not buying beer?

A. No, because they were buying soft drinks and Gatorade.

I N D E X

WITNESS	EXAMINATION BY	PAGE
JOSE LUIS SILVA LOPEZ		
	MR. GLICK	6
	MR. SCHULTE	40
	MR. GLICK	58
	MR. SCHULTE	60

E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
Exhibit 23	Jose Luis Silva Lopez's departure form	38

My name is Jose Luis Silva Lopez. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

X Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: JOSE LUIS SILVA LOPEZ

Signature: Jose Luis Silva Lopez Date: 8/8-15

Print name of witness: RUBEN MARINO JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

EXHIBIT
23
5-4-17

Please see deposition video

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
HUGO LEONEL CINTA TEGOMA
New York, New York
May 11, 2017
3:37 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 051117

May 11, 2017

3:37 p.m.

Video teleconference deposition of HUGO LEONEL CINTA TEGOMA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831C, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO, Spanish Interpreter
(Present via video teleconference)

THE COURT: I need to see Ms. Errasti and Ms. De la Garma Romo.

MR. HEYMAN-KANTOR: Can the interpreter pick up the phone? Can you hear us? 03:38PM
Interpreter, can you hear us?

THE COURT: It doesn't seem like it. It seems like they hung up.

MR. GLICK: I may need to call them back to link them in. 03:39PM

(Discussion held off the record.)

THE COURT: I need to be able to see in the camera both Ms. de la Garma Romo and Ms. Errasti so I can swear you in. Can you both raise your right hand, please? Ms. de la Garma 03:42PM
Romo, Ms. Errasti, do you solemnly swear or affirm that the translation that you will do in this case this afternoon will be translated as accurately, faithfully and truthfully to the best of your ability under penalty of law? 03:42PM

INTERPRETER DE LA GARMA ROMO: I do.

INTERPRETER ERRASTI: I do.

THE COURT: Okay. Thank you.

A N A E R R A S T I and M A R C E L A D E L A G A R M A R O M O, Interpreters, were duly sworn 03:42PM

Cinta Tegoma

by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Good afternoon, Mr. Cinta Tegoma. I'm Theresa Timlin. I'm the administrative law judge who's going to decide this case. I only have a little bit of a role to play this afternoon. My job is just to swear you in to make sure that you will tell the truth in these proceedings. So, to do that, I need you to look at the camera and raise your right hand for me. 03:43PM 03:43PM

Do you, Mr. Cinta Tegoma, solemnly swear or affirm that the testimony you will give in this deposition today will be the truth under penalty of law? 03:44PM

THE WITNESS: Yes, I do.

THE COURT: Okay. Thank you. All right, folks, have a good rest of your afternoon. 03:44PM

MR. HEYMAN-KANTOR: Thank you, your Honor.

(Judge Timlin is no longer present.)

H U G O L E O N E L C I N T A T E G O M A, of lawful age, called by the The U.S. Department of

Cinta Tegoma

Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

EXAMINATION OF HUGO LEONEL CINTA TEGOMA

BY MR. HEYMAN-KANTOR:

MR. HEYMAN-KANTOR: Does anyone have a cell phone near the phone because we're getting a little static reception? 03:44PM

INTERPRETER DE LA GARMA ROMA: Yes, we also have a bit of an issue with a sound. There's a popping sound constantly ongoing. If you could just give us one minute so we can figure out whether it's the cell phones in the room or something else. 03:45PM

(Discussion held off the record.)

MR. SCHULTE: While we're getting ready, is now a good chance -- on the transcript ordering to cover that now? The same arrangement, if we can do non-expedited just regular transcript will be great. Thank you. 03:45PM

MR. HEYMAN-KANTOR: Do you think we can move the camera a little bit up because we're 03:45PM

only seeing the bottom half of your faces in Mexico? Thank you. Great.

INTERPRETER DE LA GARMA ROMA: Is that better? 03:46PM

MR. HEYMAN-KANTOR: Yes.

Q. All right, so let's begin.

INTERPRETER DE LA GARMA ROMA: I think you guys are going to have to call us again because we're still having that bad sound in our telephone. And it's difficult for us to listen to you. 03:46PM

MR. GLICK: Okay. We will call you back.

INTERPRETER DE LA GARMA ROMA: I'm going to hang up now. 03:46PM

(A brief recess was taken at this time.)

Q. Let's begin. My name is Jacob Heyman-Kantor. I represent the Administrator of the Wage and Hour Division of the U.S. Department of Labor in the matter of Sun Valley Orchards, LLC, 03:50PM 2017-TAE-0003. I'm going to ask you questions today. If you don't understand, please let me know. Please answer verbally so that the court reporter can take down what you say.

Can you please state your name for the 03:50PM

record?

A. Hugo Leonel Cinta Tegoma.

Q. Do you have any identification with you, Mr. Cinta Tegoma? 03:50PM

A. Passport.

Q. Could you please show it to the camera? Just show one of them closely to the camera, if you could. A little bit closer, if you can.

(Witness complied.) 03:51PM

Q. All right. Thank you. Mr. Cinta Tegoma, thank you for coming here to this deposition. What time did you -- when did you leave your home to arrive at this deposition?

A. 11:00 p.m., 11:30 p.m. 03:52PM

Q. What day?

A. Last night.

Q. What was the total travel time between when you left and when you arrived?

A. From 11 to 12 hours. 03:52PM

Q. And were you traveling at night or during the day?

A. Part of the night and part of the day.

Q. Well, thank you for making the trip. Did you work for a company known as Sun Valley Orchards 03:53PM

at some point?
A. Yes.
Q. When was that?
A. Can I check the date? 03:53PM
Q. Just to the best of your recollection.
A. 2015.
Q. At what time during the year?
A. The month was May.
Q. How many months did you work there? 03:53PM
A. Less than a month. Two or three weeks.
Q. Other than those two or three weeks in May of 2015, have you worked for Sun Valley Orchards at any other time?
A. No, that was the first time. 03:54PM
Q. When you worked at Sun Valley, were you on an H2A visa?
A. Yes.
Q. How did you find out about the employment opportunity working with Sun Valley Orchards? 03:54PM
A. There's an office that hires people so that they can work in the United States.
Q. Where is that office?
A. It's located in this city, the City of Poza Rica. 03:55PM

Q. Why did you decide to apply?

A. To get a job opportunity. I didn't have a job here in Mexico.

Q. Okay. So, I'd like to talk a little bit about what the work was like at Sun Valley. Maybe you can tell me, overall, what was it like in your experience? 03:55PM

A. Yes.

Q. Please tell us. 03:55PM

A. I arrived in May, in that month, but I don't remember the exact date. We knew that we were going to work on the fields and we were going to be harvesting asparagus, cucumber, eggplants and other type of vegetables that I don't remember that well. 03:56PM

Q. And what were your hours there?

A. We began working at 6:30 a.m. or 7:00 a.m. until 5:00 p.m. or 6:00 p.m.

Q. How many days a week?

A. From Sunday to Sunday. 03:56PM

Q. So you're saying seven days a week?

A. Yes. When the harvest was ready, we were going to work for seven days a week.

Q. Who determined the work schedule?

A. You had to harvest the asparagus so that 03:57PM

it didn't go to waste.

Q. All right. But did -- was there someone who told you your work schedule?

A. Yes, Agustin. 03:57PM

Q. Who is Agustin?

A. He's the supervisor or the person in charge of the ranch.

Q. What was he like?

A. In what way? What do you mean? 03:58PM

Q. How did he supervise the workers?

A. He was just like any other supervisor. He would arrive. He would check in and he would tell them that our production was very slow, that we were not working to our hundred percent, how much he 03:58PM wanted us to work, and since the beginning he said that we were not very useful for that job.

Q. What else did he say?

A. He told us that we needed to try harder. He was always on us. He was rushing us and he was 03:59PM always telling us that we needed to work faster.

Q. Did the workers ever say anything to him about the speed of the work?

A. Yes, most of them did.

Q. What did they say? 03:59PM

A. We told him that it was not logical that he was asking for something to happen that fast because we were human.

Q. Did Agustin ever punish anyone? 04:00PM

A. Yes. He punished me.

Q. How did he do that?

A. He took me out of the field and he told me that I was useless and that I was too slow, even when I was working at the same pace as other 04:00PM workers.

Q. How long did he take you out of the fields for?

A. Around two or three times.

Q. Did he punish any other workers? 04:01PM

A. Yes, he did the same to others.

Q. How many others?

A. I am not very sure, but I think it was from three to five people.

Q. And how did he punish them? 04:01PM

A. The same way, he took them out of the field.

Q. When you were working in the fields, what were you doing?

A. I was harvesting asparagus. 04:01PM

Q. Anything else?

A. No, because it was the season for asparagus.

Q. Did you have -- were there bathrooms in the fields? 04:01PM

A. No.

Q. So how did you relieve yourself?

A. It was a complete odyssey. We had to either hold it or run towards the trees. 04:02PM

Q. Was there water in the fields?

A. No, there wasn't any water.

Q. All right. Let me change the subject a little bit and talk about food. How did you eat at Sun Valley? 04:02PM

A. Mr. Agustin would sell us food.

Q. Did he sell you a weekly meal plan or food by the item or how was that arrangement?

A. It was a weekly arrangement. We had to pay for our meals weekly. 04:03PM

Q. Did Agustin sell anything else to the workers?

A. Yes. He would sell soda, Red Bull, Monster, beer, bread, milk, water and coffee.

Q. Can you repeat that list? I didn't quite 04:04PM

get it all.

A. He would sell sodas, water, Red Bull, Monster, food, bread, milk and coffee.

Q. Did you buy anything in the fields? 04:04PM

A. Yes. Since there was no water, at around 8:00 a.m. or 9:00 a.m., he would bring Red Bull, sodas or water and we would buy from him. And then at noon he would bring some water.

Q. You know, let's go through a typical day. 04:05PM So, how many drinks would you purchase in a typical day?

A. On a typical day, I would have at the most three Monsters, but it was usually two.

Q. How many in total would you drink in all 04:05PM kinds of drinks? How many drinks would you purchase from Agustin?

A. It was usually in the morning and at noon that I would buy two Monsters, a soda and water, a bottle of water. 04:06PM

Q. So you're saying in a typical day you'd buy five drinks?

A. Yes.

Q. All right. So, when would you buy the first drink? 04:06PM

A. At around 8:00 a.m., 8:30 a.m.
Q. And what drink would that be?
A. A Monster.
Q. When would you buy the next drink? 04:07PM
A. At lunch.
Q. And what drink would that be?
A. Another Monster or a soda.
Q. And when would you buy the next drink?
A. Well, at that moment I would drink the 04:07PM
Monster or another kind of beverage. But if I
didn't drink the Monster or that beverage, then I
would eat it right before I went back to work.
INTERPRETER DE LA GARMA ROMA: I
apologize. No, he said "I would drink it." 04:08PM
Q. Okay. So, he would buy either a Monster
or a soda at 12:00 and then -- is that right?
A. At noon I would buy two beverages, a
Monster and another kind of drink and I would drink
that beverage at that time and save the other one 04:08PM
right for before I started going back to work.
Q. And would you buy any other drinks during
the course of this typical day?
A. For dinner.
Q. What time was dinner? 04:08PM

A. 7:00, 7:30, sometimes 6:00. It would change.

Q. What would you buy then?

A. Another beverage. 04:09PM

Q. What kind of beverage?

A. Coke or another flavored drink.

Q. Would you buy any other drinks from Agustin during this typical day?

A. No. No, not any other type of drinks. I saw that other people would buy beer from him, but I didn't buy any. 04:09PM

Q. Did your coworkers typically purchase the same number of drinks from Agustin or fewer than you or more than you? 04:10PM

A. I think that maybe a little bit more.

Q. Did any of your colleagues not purchase any drinks from Agustin?

A. No. Everyone bought from him. We all did. 04:10PM

Q. When you had your first drink -- when you purchased your first Monster at 8:00 or 8:30, what was going on at that time? What were you doing at that time?

A. We were harvesting asparagus. During the 04:11PM

break we would buy that drink or another one which is called Honey.

Q. So, when would your day start in the field? 04:11PM

A. 6:00, 6:30 a.m. or 7:00 a.m.

Q. And would you ever buy a drink in the afternoon?

A. Not any more because he would take some water. 04:12PM

Q. I'm sorry. Can you repeat that?

A. Not any more because he would take some water.

Q. Are you saying that towards the end -- towards the beginning you would buy a drink in the afternoon? 04:12PM

MR. SCHULTE: Objection. Mischaracterizing.

INTERPRETER DE LA GARMA ROMA: The interpreter needs clarification. Can you please explain what you mean? 04:12PM

Q. Can you explain what you mean by towards the end there would be water?

A. After 12:00 he would bring some water.

Q. Is that why you wouldn't bring -- is that 04:12PM

why you wouldn't drink -- I'm sorry.

Is that why you wouldn't purchase a drink from Agustin in the afternoon?

A. Sometimes I did because after drinking so much water, your stomach would hurt, so you would have to buy a Gatorade. 04:13PM

Q. Was the water good to drink or was there a problem with the water?

A. I don't think there was any problem with the water. It's just because we were working and sometimes if you have too much liquid, you feel like vomiting, but it's because you are putting a lot of effort in your work. But I don't think there was a problem with the water. 04:13PM 04:14PM

Q. Why did you drink Monster?

A. I thought that it's supposed to be an energetic drink, so it could help us work as much as Agustin was asking from us.

Q. These drinks that we've been talking about, were they included in the weekly meal plan? 04:14PM

A. Yes, because if you didn't have money to pay for them, he would give us credit.

Q. How much was the weekly meal plan?

A. It was $450, more or less. I am not that 04:15PM

sure.

Q. Are you speaking in pesos?

A. Dollars.

Q. How often did you have to pay that? 04:15PM

A. I was there for a little while, so it was two or three weeks that I was there.

Q. Does that include the drinks or is that just the meals, that amount that you told us?

A. It includes everything, drinks and meals. 04:16PM

Q. Was there a specific price for the drinks?

A. Yes. There was, but I do not remember right now. I think it was $2 or $2.50 per Monster or maybe three. I cannot recall. 04:16PM

Q. What about the sodas?

A. $1.

Q. What about the water?

A. A dollar as well.

Q. What about the Red Bull? 04:16PM

A. I think that one was a little more expensive. I think it was 3.50, but I am not completely sure.

Q. When would you pay Agustin?

INTERPRETER ERRASTI: The interpreter 04:17PM

needs clarification from the witness.

A. Every week when he gave us our paycheck, he would deduct the money that we owed him. So, for example, if I had made 900 pesos -- sorry, $900, and I owed him $500, I would at the end get $400. 04:18PM

Q. You were earlier saying that Agustin sold beer. How much was the beer?

A. I cannot tell you because, to be honest, I never bought any. 04:18PM

Q. How many of your coworkers purchased beer?

A. Most of them did.

Q. How many beers a week would your coworkers drink per person, if you can remember? 04:19PM

A. I think that weekly from Mondays through Fridays they would drink around five to six cases of 24 bottle beers, more or less.

Q. What kinds of beer were sold?

A. Corona and I think they also sold Modelo, Modelo Especial. 04:20PM

Q. Were they cans or bottles or how were they sold?

A. It was bottles and cans, both.

Q. How big were they? 04:20PM

A. This size, like my water bottle, they're called quarters.

Q. Were they all the same size?

A. Yes. And the cans might have been a little bit smaller and a little bit wider as well. 04:21PM

Q. How do you know your coworkers bought beer?

A. Because I would see them.

Q. How do you know the brands? 04:21PM

A. The same, because I was able to see them. I would see them in the trash can or in the room.

Q. The average worker, how many beers would they have on a Saturday evening?

A. Well, I think they would drink many. 04:22PM Maybe on average five or six, but I don't really know. And that's just in the weekends, on a Saturday.

Q. How much would they drink on a weekday, weeknight? 04:22PM

A. The same, five or six. That's just an estimate. It's not very exact.

Q. In your view, most workers were drinking five or six beers a day seven days a week or more than that or less than that? 04:23PM

A. I think I saw them drink, yes, three, four, five. I didn't pay much attention to them. Just to a couple of people that I did look at.

Q. Who did they buy the beers from? 04:23PM

A. Agustin.

Q. How do you know that?

A. Because he sold them. Once I went with a friend of mine so he would buy them.

Q. Where did Agustin sell them? 04:24PM

A. In the dining room and also in the house that he had.

Q. I'm sorry. Did you say house or box?

A. House.

Q. Where is this house? 04:24PM

A. In the ranch. At the ranch there was the dining room where we were and there was also a small house.

Q. Was anything else sold from this location? 04:25PM

A. I could not say where they sold something else because what I bought was just those beverages and I also saw people buying beer, but I'm not sure.

Q. Where was the beer stored?

A. In the dining room in those ones called 04:26PM

fridges and also in the house, in the small house that I told you about.

Q. I'd like to ask you a little bit about the housing facilities. 04:26PM

A. Okay.

Q. Can you tell me, in general, what was the housing like?

A. The housing was a big space, like a big room and 30 to 36 people were living there. 04:27PM

Q. And what was it like?

A. What was it like in what way?

Q. Was it a good place to stay? Was it a bad place? How did you feel about it?

A. In my experience, it was a bad place. 04:27PM For me, it was a bad place.

Q. What was bad about it?

A. The beds, they were bunk beds and we didn't have any mattresses.

Q. What about the bathrooms? 04:28PM

A. They had the worst condition.

Q. What do you mean by that?

A. Well, the water that you use to take a shower, the water smelled bad. And they didn't clean the toilets. They would maybe sweep, but they 04:28PM

would not actually wash them. They were very dirty.

INTERPRETER DE LA GARMA ROMA: The interpreters will switch now.

(Interpreter Errasti replaced Interpreter de la Garma Romo.) 04:29PM

MR. HEYMAN-KANTOR: Interpreter, could you move a little bit closer to the witness just so I can see you a little more? Thank you. 04:29PM

Q. I'd like to talk a little bit about the transportation. Did you ever have to get in a vehicle while at Sun Valley?

A. Yes.

Q. What kind of vehicles were there? 04:29PM

A. One of those yellow buses for kids. That's the transportation that we used for going to the field.

MR. HEYMAN-KANTOR: Court reporter, can you repeat that? 04:30PM

(The requested portion was read by the reporter.)

Q. What were those buses like?

A. They were two small buses.

Q. Where did the buses take you? 04:30PM

A. They just took us to the field. That was it.

Q. During your time at Sun Valley, did you ever leave the farm? 04:30PM

A. Yes, but I had to pay to go out.

Q. Who did you have to pay?

A. We had to pay to worker -- I'm not sure if he was a cousin or a relative of Agustin.

Q. How much did it cost? 04:31PM

A. At that time I think I paid $15.

Q. How many times did you leave Sun Valley during your course of employment?

A. I think that it was twice.

Q. Sorry. How much was it the two different times? How much did you have to pay? 04:31PM

A. I think that the first time I paid $10 and the second time it was 15. And it was the same thing for washing clothes. If I wanted to wash clothes, I had to pay so they would take me to the laundry. So I decided to wash my clothes by myself in the field? 04:32PM

Q. I'd like to talk to you a little bit about the end of your employment with Sun Valley.

Whose decision was it that you leave the 04:32PM

farm?

A. It was a decision taken by Mr. Russell.

Q. How did that come about?

A. Because we had a meeting, all the workers that were unsatisfied with the conditions and this meeting was with Agustin. 04:33PM

Q. Who else was there besides Agustin?

A. Mr. Russell was there and we were like 15 or 17 more persons in that meeting. 04:33PM

Q. How did that meeting come about?

A. So, we asked Agustin -- well, Agustin was being very harsh with us, so we asked him to set up a meeting with Mr. Russell. But he told us that Mr. Russell was really very violent and he was a nervous kind of person. So one day we just didn't show up to work, and I think that was the reason why Mr. Russell showed up. 04:34PM

Q. Why did you want to meet with Russell?

A. Well, because we didn't like the conditions that they were -- that we had to follow. They were too demanding with us. 04:35PM

Q. What did you plan to tell him?

A. Well, first of all, I was thankful with Mr. Russell because of the opportunity of giving me 04:35PM

a job. And I was also somehow embarrassed because I couldn't give him what he wanted. But I wanted to continue if I had an opportunity to do so.

Q. What else did you want to tell him? 04:35PM

A. Well, that I was really very grateful and I wanted to keep working so I could feed my family because I couldn't get a job here in Mexico. But I wanted the conditions to be changed so they wouldn't be so demanding with us. Because I gave what I 04:36PM could, but my body could not help it any more, so --

Q. What was wrong with the conditions?

A. Well, they were really very demanding with us and I just think that we're not machines or animals. We're just people. People get tired. You 04:37PM cannot keep running all day long and that's what they wanted us to do, but I don't think that's possible.

Q. What did Agustin tell you when you said you wanted to speak to Russell? 04:37PM

A. What did I tell him?

Q. Who asked Agustin to meet with Russell?

A. All of us.

Q. How did Agustin respond?

A. He just -- he responded in a very bad 04:38PM

way. He just said that we don't want to work, that we were just lazy. He also told us that Mr. Russell did not have time and he was a very nervous person.

Q. How much later after that conversation did you meet with Russell? 04:38PM

A. It was, like, for example, today in the afternoon we requested that meeting and then he went the other morning.

So, the example is like this. We spoke today in the afternoon with Agustin and the next day early in the morning Mr. Russell and Agustin showed up to the meeting. 04:39PM

Q. Why didn't you go to work that day?

A. We were tired and we just wanted to speak with Mr. Russell and we just wanted the conditions changed and Agustin kept pressing us all the time and he was demanding from us more and more all the time. We were tired because of the situation, not because of the work itself. 04:40PM

Q. What happened at the meeting?

A. When Mr. Russell arrived, he arrived yelling at us and he was telling us bad things. I decided to tell him something. I dared to do that.

Mr. Russell arrived to the meeting 04:41PM

yelling at everyone and saying bad words and then I decided to speak with him.

Q. What happened next?

A. I can speak a little bit of English. So what I did was to express that I was grateful for the opportunity, but I also told him that I wanted him to change the conditions and I could see that he got goosebumps all over his skin. And he gets -- and he got truly upset after that. He actually tried to beat me. He didn't beat me but he tried to do so. And he's a very strong and tall guy. 04:41PM 04:42PM

So, he told us that we were lazy and that he had paid for us and he paid so we would go there to work. He also told us that he could buy more people and he could pay for more people. That's when he took the position to send us back to Mexico. 04:43PM

And, well, we had to pay for the transportation and that's when I told him that he had to pay for that because he was the one that fired us not because we quit. And that's the complaint that I gave him. So then Agustin and Mr. Russell planned an agreement. They gave it to us. We signed it and we had to pay to come back. 04:43PM

Q. I want to step back a little bit. So, 04:44PM

A. That they didn't ask us to work as machines. Well, we're human beings. I know we're workers, but every time I get a job, I try to give my best. 04:47PM

Q. What did you want changed about the work?

A. Well, not about the work itself. But more about the mindset, because they thought we were -- they didn't think we were people. They thought we were like animals and that we had to work nonstop. 04:48PM

Q. At the end of this meeting, did you feel like you had the option of staying?

A. No. Not at all, because he always thought he could buy more people to go to work. 04:48PM

Q. Did you have to sign -- sorry. Strike that.

Did you sign anything before you left Sun Valley?

A. Yes. 04:49PM

Q. What did you sign?

A. That I was leaving because I have family problems. He told us that was the only option that we had for us to get the money to come back to Mexico. 04:49PM

Q. Sorry. What money was that?
A. Money for transportation.
Q. Who said that?
A. What? 04:49PM
Q. Who told you that you needed to sign the form to get money for the transportation?
A. Agustin.
Q. Did you return home because a family member was sick? 04:50PM
A. No. I came back home because of the situation we're talking about.
Q. Had any family member of yours died around that time?
A. No, not at all. 04:50PM
Q. Had any family member been injured around that time?
A. No.
MR. HEYMAN-KANTOR: I need to take a short break, just a couple of minutes. 04:51PM
INTERPRETER ERRASTI: Sure.
(A recess was taken from 4:51 p.m. to 4:54 p.m.)
Q. I want to ask you a few more questions. So, who spoke during this meeting other than 04:54PM

yourself?

A. Well, we actually all spoke.

Q. How many people were speaking?

A. Yeah, one at a time. Well, I speak a little bit of English. So what I was trying to do was to tell Mr. Russell what the others wanted to say because we didn't trust Agustin any longer. 04:54PM

Q. And does Russell speak Spanish?

A. No, he just speaks English. 04:55PM

Q. Was Agustin speaking at all?

A. Yes, both of them.

Q. Was Agustin translating or speaking on his own behalf?

A. Yeah, both. He spoke and he also translated what Mr. Russell was saying. 04:55PM

MR. HEYMAN-KANTOR: I have no further questions.

A. Can I ask something?

Q. Sure. 04:56PM

A. Mr. Agustin pointed me out as a leader, the one who organized that meeting. But it was a decision taken by all the members that participated in this meeting. Nobody was forced to be there and Mr. Agustin took it personal and he got really upset 04:57PM

at me.

Q. How do you mean he got upset at you?

A. He kept saying that I was a bad leader that could not speak good Spanish and he mocked me, trying to speak bad English. And he sometimes didn't want to sell me food. 04:57PM

MR. HEYMAN-KANTOR: All right. Mr. Schulte, your witness.

MR. SCHULTE: Thank you. 04:58PM

EXAMINATION BY

MR. SCHULTE:

Q. Good afternoon, sir. I'll just have a few questions. We'll try to get you back home as soon as we can. 04:58PM

INTERPRETER ERRASTI: The interpreter would ask you to speak a little louder.

MR. SCHULTE: Sure. I'll pick up the handset, too. Is that better?

INTERPRETER ERRASTI: Thanks. 04:58PM

Q. You said even though you were the one who was able to speak English, the meeting was a decision by all of the workers. What do you mean by decision? What did they decide?

A. Well, seven or eight persons met and they 04:59PM

asked me if I could help them because once we went to Walmart to pay and I helped them, so they wanted me to help them communicate with Mr. Russell.

Q. So, what did those seven or eight people want to communicate to Mr. Russell? 04:59PM

A. Well, the same thing, that he stop looking at us as slaves or animals or people he could just boss. He should understand that we had a human body and we got tired and that was it. 05:00PM

Q. How many people were at the meeting? How many workers were at the meeting?

A. We were around 15 to 17 people.

Q. And you said that the group had decided together. Had you spoken with the other people, not just the seven or eight you mentioned, but the entire group? 05:00PM

A. We all agreed that all those conditions were not good for us to work.

Q. You mentioned that you were willing to work long days but you wanted them to not treat you like an animal or a machine. Was it the length of day or how fast during the day they wanted you to work that was the problem? 05:01PM

A. Well, just they kept hurrying us up all 05:01PM

the time and they were on top of us all the time and they were just really very demanding with us. That was the thing.

Q. But you were okay working long days? If they were more respectful, you would have been okay? 05:02PM

A. Yes, that is correct. And I worked at a farm in South Carolina and they didn't treat me the way they treated me in Sun Valley.

Q. Did you work long days at the farm in South Carolina? 05:02PM

A. Yeah, from 6:00 in the morning until 8:00 at night.

Q. Okay. What kind of crops did you work on on that farm? 05:03PM

A. It was strawberries, peaches, cucumber and squash.

Q. Is picking strawberries hard work?

A. Yes, it is a heavy work.

Q. Which is harder, strawberries or asparagus? 05:03PM

A. Asparagus is a bit harder, a little bit.

INTERPRETER ERRASTI: Interpreters need to switch.

MR. SCHULTE: Okay. Thank you. 05:04PM

Cinta Tegoma

(Interpreter de la Garma Romo replaced Interpreter Errasti.)

Q. Did any of the workers ever bring complaints to the Marino family about housing? 05:04PM

A. No.

Q. About the kitchen?

A. No.

Q. About the buses?

A. We told Mr. Agustin. 05:04PM

Q. Okay. Did you ever complain about buying drinks or buying meals from Agustin?

A. Yes.

Q. When was that?

A. I think so. I'm not quite sure but I told him that I wanted to wash my clothes and also to be able to buy water or sodas to drink. Because I had bought some water from elsewhere, but since there was too many of us at that place, it ran out really fast. So, I had to buy from Agustin. 05:05PM 05:06PM

Q. Who was it that you complained to?

A. I think I told Mr. Agustin. I think so. I cannot recall.

Q. Before the meeting with Mr. Russell had you ever spoken with him before? 05:06PM

A. No, because Agustin used to say that he was always very busy, very nervous and very worried.

Q. Did you ever speak with anyone else in the Marino family? 05:07PM

A. No. We always addressed Mr. Agustin.

Q. How long does it take to go from Monterrey to New Jersey?

A. It took us, I think, three nights and four days. I think so. I think so. I'm not that sure. 05:07PM

Q. Do you remember when you left Monterrey, what day?

A. I am not sure, but it was in May.

Q. You had your passport earlier. Is there a stamp in there or some notation of when you would have crossed into America in 2015? 05:08PM

A. Yes.

Q. Can you check that, please, and let me know when that was? 05:08PM

A. It was on April 22nd, 2015.

INTERPRETER DE LA GARMA ROMO: The interpreter wants to make a clarification. He's looking at the issue date of his visa.

MR. SCHULTE: I'm sorry. I missed that 05:08PM

last part. What was that, your note you mentioned?

INTERPRETER DE LA GARMA ROMO: He is looking at the issue date of the visa. 05:09PM

Q. Is there a note in there that shows when you crossed the border?

INTERPRETER DE LA GARMA ROMO: He is pointing at the interpreter. Should I read you the date? 05:09PM

MR. SCHULTE: Please.

INTERPRETER DE LA GARMA ROMO: April 23rd, 2015.

Q. You said that you had gone to the store two times while you were in New Jersey. Would you always go on the same day of the week or was it different days? 05:09PM

A. It was different days.

Q. Do you remember what days?

A. No. To be honest, I have no idea. 05:10PM

Q. Was it after work?

A. No, it was before.

Q. What time of day would you go?

A. I think it was after 1:00 p.m.

Q. So, you'd work in the morning, have 05:10PM

lunch, then go to the store and then go back to work?

A. No, that was before we started fully working at the fields. 05:10PM

Q. Both times were before you started working?

A. Yes.

Q. Do you see a folder in front of you? It should say, I believe, Exhibit 27. 05:11PM

A. Yes.

Q. Could you please open that folder? Do you recognize the document there?

A. Yes, I do.

Q. Is that your signature? 05:11PM

A. Yes.

MR. HEYMAN-KANTOR: Mr. Schulte, should we mark this as an exhibit?

MR. SCHULTE: Sorry. I just wanted him to authenticate. If we could please mark that as Exhibit 27. 05:12PM

(Exhibit 27, Hugo Leonel Cinta Tegoma departure form, marked for identification, as of this date.)

Q. Do you remember what day of the week it 05:12PM

was that you met with Mr. Russell?

A. I have no idea.

Q. How long after the meeting with Mr. Russell did Agustin give you a form to sign? 05:12PM

A. After the meeting I am not quite sure. I think it was after one hour or two hours that they made the decision that they were going to give us the money so that we went back to Mexico.

Q. Do you know when -- did you get the form before they told you about that or after? 05:13PM

A. I got this form when they agreed that they were going to give us back our money.

Q. So, that was later the same day but the same day as the meeting with Mr. Russell? 05:13PM

A. Yes, it was after.

Q. Do you see on the form on the same line as your signature there's a date?

A. Yes. It's 5/6/15.

Q. Was that the date that you signed the form? 05:14PM

A. Yes, it is. As I said before, I wasn't very sure about the day. I was only sure that it was on May and it is May.

Q. You're absolutely right. Thank you. 05:14PM

So, if you started work in May -- I'm sorry. Scratch that.

You said the last day you worked was the day before the meeting with Mr. Russell; is that correct? 05:15PM

A. Could you repeat the question?

Q. Sure. I'm sorry. That was confusing. When was the last time that you worked at Sun Valley? 05:15PM

A. This document reads that -- it reads May 6th, then my last day would have been May 5th. I cannot completely recall, but I'm basing my answer on the date here.

Q. Do you have any reason to think that this document is not accurate? 05:15PM

A. I don't think so.

Q. So, if you got there in May and your last day was May 5th, how long did you work there?

A. We worked -- we worked nine to ten days, I think. Seven, eight, nine days, I think. 05:16PM

Q. How many days are there between May 1 and May 5?

A. Five.

Q. How did you work ten days in a five-day 05:16PM

period?

A. A while ago you asked how long it took us and I cannot quite remember how many days it took us, but we did work for seven, eight days. 05:17PM

Q. Do you remember speaking to Jose Perez from the Department of Labor?

A. Yes, I had the pleasure of speaking with him.

Q. Do you remember when that was? 05:17PM

A. It was around one year and a half ago and also recently, too.

Q. When recently?

A. I think it was a month ago.

Q. Any time since then? 05:18PM

A. No. No. Only one year ago and one month ago I think I talked to him.

Q. Okay. Do you remember telling him when you went to the U.S. Consulate in Nonterrey?

A. Him? 05:18PM

Q. Yes.

A. No, he didn't ask me that.

Q. Okay. I have a report here that he prepared about your conversation which told him that you told him that you were in the U.S. Consulate in 05:19PM

Monterrey on April 29th, 2015. Do you have any reason -- why would he have written that?

A. Well, as you know, sometimes you remember things completely well and sometimes you cannot quite remember everything. And a while ago that you asked me, I said no, and it must have been because it skipped my mind because I forgot about it. Right now I have some problems and some issues with my family, so maybe that is why I couldn't remember. But if it says that in that report, then probably I did answer that to him. It was a year and a half ago, so maybe that's why I cannot completely recall. 05:20PM 05:20PM

Q. Completely understandable. That was a long time ago. Since a year and a half ago was closer to when you had come to work at Sun Valley, is it more likely that that is accurate or what you are saying today is accurate? 05:20PM

INTERPRETER DE LA GARMA ROMO: Excuse me. The interpreter needs clarification. Could you repeat your question? 05:21PM

Q. Since your conversation with Mr. Perez a year and a half ago was closer to when you were at Sun Valley, is it more likely that that conversation was accurate or your memory today of when you came 05:21PM

to New Jersey was accurate?

A. Yes.

Q. I'm sorry. Which one? The 2016 or today? 05:21PM

A. No, 2016.

Q. Before you came to Sun Valley, did you know you'd be working on asparagus?

A. Yes, yes.

Q. You said that Mr. Russell -- how did he word it? I just want to get the wording right. I'm sorry. 05:22PM

You said that Mr. Russell tried to beat you but he didn't. What happened specifically? Could you tell me more about that? 05:22PM

A. Well, yes, I can tell you about it. He was very nervous. He was actually very upset, even mad. And I was close to him, so I was able to see that he had goosebumps. He was even panting. And since I was talking to him and he was looking at me, I saw that was ne very angry. So he raised his arm and he put it close to his chest as if he were attempting to hit me, but he never hit me. I think he tried to hit me. And I thought that if he hit me, I could be able to defend myself. 05:24PM 05:24PM

Q. Can you show on the video what he did with his arm?

A. He was standing like this. He stared at me and he was very tall, as I said, and he did this (indicating). He looked at Agustin and then he calmed down. 05:25PM

Q. And everyone in the meeting, how far apart were they?

A. Maybe a meter away. They were in a circle and he was in the middle. 05:25PM

Q. Were you inside or outside?

A. I was also in the circle and fortunately or unfortunately I was closer to him.

Q. Were you all outdoors or in the house? 05:25PM

A. Outdoors.

Q. What time of day was this?

A. It was early. I think it would have been at 8:00 a.m. until 10:00 a.m., something like that.

Q. Was it raining or clear, sunny? 05:26PM

A. It was clear.

Q. So, everyone could see everyone else?

A. Yes. Yes.

Q. We spoke with two other workers who were at that meeting yesterday and neither of them said 05:26PM

they thought he was going to beat anyone. Why would they not have remembered?

MR. HEYMAN-KANTOR: Objection. Mischaracterizes his testimony. 05:26PM

A. Well, because I saw him. I saw how he folded his arm and how he looked at me and I saw his arm and by the way that he folded it, I think that he wanted to hit me. But, as I said, he never hit me. Maybe he wanted to do something else with his 05:27PM arm and that's only what I thought he was going to do.

Q. You said that Agustin sold bread and coffee and milk. How much did he charge for those?

A. I have no idea because there was not a 05:28PM point in asking. You would just -- in asking about the price. You would just ask for something that you wanted and that was it. I think that they might have been $1 each.

Q. Did you ever buy those from him? 05:28PM

A. Yes, yes.

Q. How often?

A. It might have been three or five times that I had bread with coffee.

Q. Is it possible that that was included in 05:29PM

the meal plan?

A. It was apart. Milk and bread, maybe coffee. But we had -- but I'm sure that they charged us for it. 05:29PM

Q. I'm sorry. When you say apart, you mean as one word, apart as in separate or a part as included with?

A. When I say apart, I mean that, for example, bread would have a price and also breakfast would have one set price as well as lunch and dinner. 05:30PM

Q. What was the part for breakfast?

A. No. Breakfast was that. Breakfast was bread. 05:30PM

Q. How much was the lunch?

A. I think that per week we might have paid 70 to $80. I cannot recall.

Q. Earlier you testified that the meals were $450. Was that -- was the $70 just for lunch or $70 for all of the meals? 05:31PM

A. That was an example that I gave when I said 450. And he would, for example, write down what we had, the beverages that we had had during the morning and at lunch and at night. And since 05:32PM

you were tired, you would lose count whether you had asked or what he had noted down or not. We were tired because of work and because there was so much pressure on us. 05:32PM

INTERPRETER DE LA GARMA ROMO: The interpreters will switch now.

(Interpreter Errasti replaced Interpreter de la Garma Romo.)

Q. You said that $450 was an example. Did you ever pay that much? 05:32PM

A. Yes, I think I paid like 430 or 450.

Q. How many times did you pay him?

A. Just once.

Q. How much was the meal portion of that? 05:33PM

A. It was just a normal dish. And tortillas, we had like seven or eight tortillas but because of the chemicals they add to the asparagus, maybe that's why we were not that hungry.

Q. The question was how much of the 430 or $450 was for the meal and how much was for other items? 05:34PM

A. Well, again, Agustin just told me once, this is how much you owe and that was it.

Q. He never -- did he ever tell anyone else 05:34PM

how much the meal cost was?

A. No. No. I don't have any idea.

Q. You said you had worked in South Carolina before. How many years have you come to the United States on an H2A visa? 05:35PM

A. Well, I went to South Carolina and North Carolina.

Q. How many times?

A. Two times and to tobacco I was three times. And I spent 10 months in South Carolina. Once in South Carolina and the other time in North Carolina and three months working for the tobacco industry. 05:35PM

Q. Three months or ten months? 05:36PM

INTERPRETER ERRASTI: I'm sorry. I didn't hear that question.

Q. I'm sorry. You said three months or ten months?

A. Three. 05:36PM

Q. Those were three different times you came on an H2A visa?

A. Yes. North Carolina, South Carolina and New Jersey.

Q. Have you come -- have you gotten an H2A 05:36PM

visa since 2015?
A. No.
Q. Are you planning on getting one this year? 05:36PM
A. No. Not H2A.
Q. H2B?
A. Yes.
Q. What kind of work will you be doing?
A. Landscaping. 05:37PM
Q. Do you know where?
A. That was in Memphis, Tennessee.
Q. When was that?
A. In 2016.
Q. Are you planning to get an H2A or an H2B visa for 2017? 05:37PM
A. Yes, H2B.
Q. Where will that be?
A. You mean the state?
Q. Yes. 05:37PM
A. I don't have an opportunity yet. I'm looking for an opportunity to get a job.
Q. Okay. Did Mr. Russell tell you anything about the form that we looked at earlier that you signed? 05:38PM

A. No.

Q. You mentioned much earlier when we were talking about you would drink Monster to get more energy; is that right? How does Monster make you feel? 05:38PM

A. Well, as I mentioned earlier, Monster is an energy drink. When you're tired, you drink it and, I don't know, you think that it boosts you up.

Q. What time would you drink one in the morning? 05:39PM

MR. HEYMAN-KANTOR: Objection. Asked and answered.

A. 8:00, 8:30 in the morning. It depends.

Q. Were you tired when you drank one? 05:39PM

A. Very, very tired because there was no water.

Q. Which gives you more energy, water or Monster?

A. Well, I drank a bottle of water and I think the one that gave me more energy was Monster. 05:39PM

Q. You said that the workers paid for their return travel. How much did you pay?

MR. HEYMAN-KANTOR: Objection. Mischaracterizes testimony. 05:40PM

A. That is correct.
Q. Was else did she ask you about?
A. Well, she asked me if I have the ability to come to the deposition and I told her I could come if I had time. 05:53PM
Q. Why did you tell her you had to leave Sun Valley?
A. Well, how Mr. Russell and Agustin behaved. 05:53PM
Q. What did you tell her about that?
A. Well, I told -- well, what I said was that Mr. Agustin pressed us all the time and Mr. Russell kept saying that he could buy people and that he could get more people if he needed and that he bought us all to go to work and that he kept telling us that we were lazy and that we didn't want to work. 05:54PM
Q. Did he say he bought you or he paid for you to come? 05:54PM
A. Yes, that he had paid for us to go there.
Q. Is that the same thing that you told Jose Perez?
A. Yes. More or less, something similar. Well, these are ideas. They have ideas of Mr. 05:55PM

Russell and ideas are not told just exactly as another different idea.

Q. What do you mean by ideas of Mr. Russell?

A. Well, I thought that he was a very demanding person and maybe that's because of power or money. And what I understood that he said was that he had bought us and that he had paid for us to work and that we were lazy and because of this I got a general idea of him. 05:55PM 05:56PM

Q. Is this the same sort of thing you talked about with Jason and Jacob?

A. Well, just that basically the same ideas, the same thoughts, the same dialogue.

Q. What else did you talk about with them? 05:56PM

A. That he sold us food, that he also sold beer, that there were no bathrooms.

Q. Did they ask you about the bathrooms and the beer?

A. Yes, yes, they asked all those questions. 05:57PM

Q. What else did they ask?

A. Well, first -- well, this is a little bit of how I remember things. First they asked for bathrooms. They asked if he sold beer. They asked if he sold food. If we had transportation, if they 05:57PM

CDM. Mischaracterizes.

A. Before? What do you mean before? I spoke to them a month and a half ago.

Q. I didn't mean earlier than that. I meant, did you possibly speak to someone more recently? 06:04PM

A. With Julia and with Mr. Jacob.

Q. Earlier today, do you remember speaking to me? 06:04PM

A. No. Well, yes, about the expenses of the hotel, that I didn't have to worry about that.

Q. No, I'm sorry. Did you and I speak using the video conferencing?

A. Yes. 06:05PM

Q. Was Jason Glick with me?

A. Yes.

Q. And Jose Perez, was he here with us?

A. Yes, he was also there. Yes.

Q. And we talked about what happened at Sun Valley? 06:05PM

A. Yes.

Q. All right. I want to ask you a bit more about your departure from Sun Valley. Is it your testimony that you were fired or that you quit? 06:06PM

Cinta Tegoma

MR. SCHULTE: Objection. Asked and answered.

A. I was fired.

Q. Did someone tell you you were fired? 06:06PM

A. No. Because if I had quit, I would have chosen the option that said that the work slowed down so I wanted to return. And I instead chose the option a family member was sick so I had to return home. 06:07PM

Q. Why do you say you were fired?

A. Because of what Agustin and Russell thought, that we were very lazy.

Q. Did Agustin tell you you could keep working or you had to stop working? 06:07PM

A. He took me out of the field one time.

Q. So, in the meeting, the meeting that we were speaking about earlier, did Russell or Agustin tell you that you had to go back to Mexico?

A. Yes. 06:08PM

Q. What did they tell you about that?

A. That we were lazy, that we didn't like to work and that we should go back to Mexico.

Q. After they said that, did you think you could keep working there? 06:08PM

A. Yes. We asked for the opportunity to continue to work there because we were there for work, but he said no. And then we told him if he had said no, then he should give us our money so that we could go back. 06:09PM

Q. What money was that?

A. For transportation.

Q. Did they pay for that transportation?

A. They gave us some money, but we had to sign this. 06:09PM

Q. Do you know why they paid for your transportation?

A. To my understanding, it's because it wasn't very convenient for them that we made a fuss about it. 06:10PM

Q. Earlier -- and thank you. I just want to jump back for a moment. Earlier during the video conference did Jason or I or Jose say anything about your hotel being paid for? 06:10PM

A. It was a possibility of those expenses could be covered.

Q. Did we say that or did you learn that from someone else?

A. Ms. Julia told me. 06:11PM

MR. HEYMAN-KANTOR: All right. Thank you. No more questions.

MR. SCHULTE: Just a couple more quick. Just a couple more questions for me. 06:11PM

BY MR. SCHULTE:

Q. Was Julia on the conference with Jose and Jacob and Jason and you?

A. No. No.

Q. When did she tell you about the hotel cost? 06:11PM

A. No. She didn't tell me about the cost of the hotel. She told me that if this was going to take longer, then they would give me a room. But she never mentioned anything about a cost. 06:12PM

Q. Did she say who would cover those expenses?

A. She told me that if I had the possibility to come here, then the expenses would be covered. But I don't know who was going to cover it for the expenses. 06:12PM

Q. Okay. Thank you. You said that you might have checked the box that said work had slowed down. Did work slow down?

A. No. I didn't say that. I said that 06:13PM

that's the option that Russell or Agustin would have checked because that's what it says. It says work slowed.

Q. Who put the check on the form? 06:13PM

A. I did.

Q. What do you mean Russell would have put a check on the form?

A. Yes. Later on I might have said that but I'm getting confused. It's because I understood 06:14PM that the options that I was slow, but instead now that I'm reading it, I can see that it says work slowed.

Q. What would have happened if a worker checked the box that said they were slow? 06:14PM

MR. HEYMAN-KANTOR: Objection. Mischaracterizes this form.

A. This option says that work is slow. That means that they're almost isn't a lot of job or a lot of work to do. 06:14PM

Q. Were any of the workers concerned that if they reported on the form that they couldn't do the job that they would have trouble getting jobs in the future in the United States?

MR. HEYMAN-KANTOR: Objection. 06:15PM

Mischaracterizes facts in evidence.

A. Yes. To be honest, I did. I thought that if I chose that option, then I wouldn't be able to go back to the United States. My ignorance made me think that. 06:15PM

Q. Before you came to the United States, did you know that there would be a charge for meals or transportation?

A. No. I know based on my own experience that you buy your own food and that they usually have a van that takes you to Walmart. Usually to Walmart so that you could buy food. 06:16PM

Q. If you had known that, would you have come to the United States to work anyways? 06:16PM

A. Sometimes out of need we have to take that kind of mistreatments and humiliation.

Q. What mistreatment and humiliation?

A. Sometimes -- well, when you have to work -- when you're working as hard as you can and they are demanding more from you and also that you don't have a place to wash your clothes or a place to cook or that you have to eat things that you don't like to eat and you have to eat them, maybe I didn't use the right word when I said humiliation or 06:17PM 06:18PM

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Hugo Leonel Cinta Tegoma, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 11th day of May, 2017.

E F Tobin

ELIZABETH F. TOBIN, RPR

My name is CINTA TECOMA, HUGO LEONEL. I do hereby resign my job with

_____(farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

__X__ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: HUGO LEONEL CINTA TECOMA

Signature: _____ Date: 5/6/15

Print name of witness: ROSS HARING JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

EXHIBIT
27
5-11-17

Please see deposition video

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
HECTOR MISHEL GARCIA DOMINGUEZ
New York, New York
May 10, 2017
10:07 a.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017A

May 10, 2017

10:07 a.m.

Deposition of HECTOR MISHEL GARCIA DOMINGUEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

ANA ERRASTI, Spanish Interpreter
MARCELA DE LA GARMA ROMO, Spanish Interpreter
(Both present via video teleconference)

ANA ERRASTI and MARCELA DE LA GARMA ROMO, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: I will swear Mr. Garcia Dominguez.

I'm Theresa Timlin. I'm the administrative law judge that's going to decide the case you're going to testify today. I will not be with you all day. I'm here for a very little portion. My job is to swear you in to make sure you tell the truth. I need you to raise your right hand for me, Mr. Garcia Dominguez. 10:07 10:08

HECTOR MISHEL GARCIA DOMINGUEZ, of lawful age, called by the The U.S. Department of Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the Interpreter as follows:

THE COURT: Mr. Schulte, the folks at DOL, is that good, were you able to hear all that?

MR. SCHULTE: I couldn't hear you, Your Honor. We are have having a little problem hearing the interpreter and the witness. It is sort of -- the witness is less important to be heard. Is it possible that the interpreter can hold the handset? 10:09

INTERPRETER ERRASTI: Is this better like this? 10:09

MR. SCHULTE: Much better.

THE COURT: Have we lost Mr. Schulte?

MR. GLICK: My understanding is that once Your Honor leaves the conference, all of the videos will be visible at once, am I correct, Mr. Schulte? 10:09

THE COURT: I want to make sure Mr. Schulte was satisfied and then I will sign off. 10:10

MR. SCHULTE: I think we're all set Your Honor.

THE COURT: Have a good day. I will

talk to you again around 2:00.

MR. GLICK: That's correct. If that works for you.

Chris, you are still there.

MR. SCHULTE: I am. 10:10

(Judge Timlin is no longer present.)

EXAMINATION OF HECTOR MISHEL GARCIA DOMINGUEZ

BY MR. GLICK:

Q. Good morning. My name is Jason Glick. I'm the attorney who represents the 10:10 Administrator of the Wage and Hour Division of the U.S. Department of Labor in a case against Sun Valley Orchards, LLC.

INTERPRETER ERRASTI: Should I interpret now? 10:10

MR. GLICK: Please.

Q. The case number is 2017-TAE-00003.

With me today seated at the table is Jacob Heyman-Kantor, also an attorney at the Department of Labor. 10:11

Mr. Garcia, I'm going to ask you questions today. If you don't understand something, could you please let me know. I'll also ask, because there is a court reporter in

the room with me here who is taking down everything we say, that it is important for you to answer my questions or the questions of anyone today verbally.

Could you please state your name. 10:12

INTERPRETER ERRASTI: Could you repeat that question?

Q. Could you please state your name.

A. My name is Hector Mishel Garcia Dominguez. 10:12

Q. Do you have any identification with you here today?

A. Yes, I do.

Q. Could you please hold that identification up toward the camera on the 10:13 computer.

A. (Witness complies.)

Q. Could you please hold it closer to the computer?

A. (Witness complies.) 10:13

Q. Even closer, if possible.

A. (Witness complies.)

Q. Even a little bit closer.

A. (Witness complies.)

Q. Thank you very much.
Mr. Garcia, have you ever worked at a company called Sun Valley?
A. Yes.
Q. When did you work there? 10:14
A. It was April 2015.
Q. How long did you work there?
A. For two weeks. Around two weeks.
Q. Other than those two weeks, did you work at Sun Valley any other time? 10:14
A. No. Never.
Q. Did you work at Sun Valley on a Visa?
A. Yes.
Q. What kind of Visa? 10:15
A. H2A.
Q. How did you find out about the work at Sun Valley?
A. Through a contractor.
Q. What was the work like at Sun Valley? 10:15
A. The work at Sun Valley was a little harsh.
Q. In what way?

A. It was hard because I had to be leaning all day long.
Q. What hours did you work at Sun Valley?
A. From 6:00 a.m. to 6:00 p.m. 10:15
Q. Who determined those work hours?
A. The person that was in charge.
Q. What was that person's name.
A. His name was Agustin.
Q. What was Agustin like as a 10:16 supervisor?
A. He was very demanding.
Q. How so?
A. He told us all the time he needed more production. 10:17
Q. What did he mean by that?
A. Agustin always asked us to work more and to work faster.
Q. Did you have the option whether to work more? 10:17
A. Well, after our schedule, we couldn't work any more. There was a limit.
Q. How many hours a day was that limit?
A. Around 10 hours.

Q. Was there water available in the fields at Sun Valley?
A. Yes. They did have water.
Q. Was that available when you were working in the fields? 10:18
A. Yes.
Q. Did the water ever run out when you were working in the fields?
A. No. That didn't happen.
Q. Were there bathrooms available to use in the fields? 10:18
INTERPRETER ERRASTI: Interpreter needs clarification.
A. The first water, we did not have any bathrooms available. 10:19
Q. Could you use the bathrooms at all during that first week working at Sun Valley in the fields?
A. No.
Q. What did you do instead? 10:19
A. Most of the people went to the edge of the hill.
Q. What did you do?
A. They would pee or poop.

Q. I want to ask about you about the food at Sun Valley. How did you eat at Sun Valley?

A. In the morning we got coffee and bread. At noon, it was just a regular lunch. 10:20

Q. What about later in the day?

A. And later it was when we left.

Q. Who provided that food?

A. The wife of Agustin.

Q. Was that food available for free? 10:20

A. No. We had to pay for them.

Q. Did you have a choice about whether you paid for that food?

THE INTERPRETER: Interpreter needs clarification. Can you repeat the question? 10:20

Q. Did you have a choice about whether to pay for that food?

A. No, we didn't have a choice.

Q. Did you have a choice about getting food a different way? 10:21

A. No, there was no other way.

Q. Other than those meals that you just told me about, did you eat or drink anything

else at Sun Valley?
A. Soft drink or orange and carrot juice.
Q. Any other beverages that you consumed at Sun Valley? 10:21
A. Drinks such as Gatorade, Monster.
Q. Are there any other beverages you consumed at Sun Valley?
A. No. And tap water.
Q. Where did you obtain those beverages you just told me about? 10:22
A. Agustin hold them.
Q. In a typical day at Sun Valley when you worked there, how many beverages would you buy from Agustin? 10:22
A. Four to five drinks.
Q. In that typical day, when would you consume the first drink?
A. At 9:00 a.m.
Q. Is 9:00 a.m. when you purchased that first drink? 10:23
A. Yes.
Q. What was that first drink that you purchased on a typical day at Sun Valley?

A. It was a soft drink.
Q. What about the next time on a typical day that you would purchase a drink? When was that?
A. It was at lunch time. 10:23
Q. What would you purchase at lunch?
A. Monster or Gatorade.
Q. What about the third drink that you would purchase on a typical day. When was that? 10:24
A. It would be at 3:00.
Q. What kind of beverage?
A. A soft drink or Monster.
Q. Where would you be on a typical day at 3:00 in the afternoon at Sun Valley? 10:24
A. I would be working.
Q. What about after 3:00 p.m., when would you purchase the next thing?
A. At dinner time.
Q. What kind of drink? 10:25
A. A soft drink again.
Q. On days where you purchased a fifth drink, when would you purchase that fifth drink?

A. At 8:00.
Q. What kind of drink?
A. Orange and carrot.
Q. The soft drinks that Agustin sold, how much did you pay for them? 10:25
A. Soft drinks were $1.
Q. What about the juices?
A. Juices were $5.
Q. How much were the Gatorades that you purchased from Agustin? 10:26
A. They were $2.
Q. How much were the Monsters that you purchased from Agustin?
A. It was probably to 50 to $60 in soft drinks. 10:26
MR. GLICK: Objection.
Nonresponsive answer.
Q. I want to make sure my question is clear.
How much did the Monster drinks cost that you purchased from Agustin? 10:27
A. It was $4.
Q. During the time you worked at Sun Valley, how often would you purchase five

drinks a day instead of four drinks a day?
A. It was almost every day.
Q. The beverages that you have told me about so far today, did other workers at Sun Valley purchase fewer than you or the same or more? 10:28
A. Well, some others would buy more drinks.
Q. How do you know that?
A. Well, because we shared the room. 10:28
Q. Did you see them purchasing beverages from Agustin?
A. Yes.
Q. Did you see them -- where did you see them purchasing those beverages? 10:28
A. Well, in that area where they cooked.
Q. Who cooked there?
A. The wife of Agustin.
Q. Are there any other places that you saw workers purchase beverages from Agustin? 10:29
A. Just in the fields.
Q. In the fields, did the otner workers purchase about the same number of beverages

from Agustin as you or fewer beverages or more beverages?

A. Well, in the field it would be the same.

Q. And what about near the kitchen? 10:30

A. Well, when they cooked, the kitchen was always open.

Q. The beverages that other workers purchased at the kitchen, did those workers purchase the same as you or less than you or 10:30 more than you?

A. Some would buy more. Some would buy less.

Q. Did you purchase anything else in the kitchen? 10:31

A. Yes, you could buy bread, snacks, chips.

Q. What kind of snacks?

A. Lays, Doritos, Cheetos. That was the most common thing. 10:31

Q. Anything else that was sold in the kitchen?

A. They also sold beer.

Q. Who sold beer?

A. If Agustin was there, Agustin would sell the beer. If not, a colleague from Agustin that also worked at the fields.

Q. Did you buy beer at Sun Valley?

A. Yes. 10:32

Q. Did you see other workers at Sun Valley buy beer from Agustin?

A. Yes.

Q. How often did workers at Sun Valley buy beer from Agustin or his colleague? 10:32

A. It was on the weekends.

Q. Any other times?

A. At night. At night. One beer per night.

Q. Was that one beer per night on weekdays? 10:33

A. Yes.

Q. How much did the beer cost that was sold at Sun Valley?

A. Canned beer would be $1 and the bottled beer would be $2 and the 40-ounce beer were $5. 10:33

Q. What brands of beer were sold at Sun Valley?

A. Bud Light, Budweiser and Caguama.
Q. Any other brands?
A. No. Those are the only brands that I remember.
Q. How do you know that those brands were sold? 10:34
A. Because they had them in the freezer along with the soft drinks and the juices.
Q. I think you said that was a freezer. What freezer was that? 10:34
A. It was a refrigerator.
Q. Where was that refrigerator?
A. It was in the kitchen.
Q. Did you see that refrigerator?
A. Yes. 10:35
Q. How do you know that those were the prices that you told me for the beers?
A. Because when some of my colleagues bought beer, that's what I heard.
Q. Was there anything else that was sold at Sun Valley? 10:35
A. It was just that.
INTERPRETER ERRASTI: Interpreter needs to change.

(Interpreter Errasti was relieved by Interpreter de la Garma Romo.)

Q. Mr. Garcia, what days of the week did you purchase beer at Sun Valley?

A. I don't drink. I only heard what the other people asked when they bought the beer. 10:36

Q. How many beers did the other people purchase on a typical weekday?

A. They would never buy during their working hours. They would only buy them at night. 10:36

Q. At night during the week, how many beers would the workers typically buy?

A. Well, some of them would buy three or -- maybe three to five beers. 10:37

Q. Would other workers purchase a different number?

A. Yes, during the weekends they would buy two boxes of 24 can beers or sometimes even more. 10:37

Q. The beers that the workers purchased during the week at night, were those cans or $2 bottles or $5 bottles?

A. Some of them would buy the $5 bottles and others would buy the $2 beers.
Q. During the weekend, those cases, what kind of beers were in those cases?
A. They would buy Bud Light, Budweiser or Modelo. 10:38
Q. Were those cans or bottles?
A. Cans.
Q. Did you see the workers buy these cases of cans? 10:39
INTERPRETER DE LA GARMA ROMO: Interpreter needs clarification. Could you repeat the question?
Q. Did you see your coworkers purchase these cases of canned beers? 10:39
A. Yes.
Q. In a typical weekend, how many cases of beer did you see your coworkers buy?
MR. SCHULTE: Objection. Asked and answered on this specifically and I think we pretty well covered this. 10:39
A. It would go from one to two, sometimes three or even four cases.
Q. What did that depend on?

A. Well, maybe if they were tired or there was a lot of sun or if it was very hot.

Q. All of the beers you were telling me about, were those all sold by Agustin or his colleague? 10:40

A. Yes, both of them would sell them, Agustin and his colleague.

Q. Did anyone else sell those beers that you told us about?

A. No. Only they. 10:40

Q. What portion of the workers at Sun Valley did purchase beer versus those that didn't purchase beer?

A. Around maybe 10 or 12 people are the ones that would buy beer. 10:41

Q. How many other workers were at Sun Valley at the time that you worked there?

A. Mm-hmm, around 30, maybe 40 people.

Q. During the time you worked at Sun Valley, did you ever purchase anything from trucks that arrived near the fields? 10:42

A. Almost never did a truck go to the field. Only Agustin sold food, but there was one occasion or two occasions when there was a

truck that sold food and soap and snacks and the truck was near the field.

Q. That truck or those one or two trucks that did go near the fields, did you purchase anything there? 10:43

A. We would buy soap or snacks because, to be honest, it was much cheaper.

Q. Did anyone at Sun Valley know that you purchased items from those trucks?

A. Yes. There was one time when 10:44 Agustin did notice that we were buying things from the truck and he was upset. He didn't want us to buy anything from the truck. He only wanted us to buy things from him.

Q. Did Agustin say anything else about 10:44 those trucks?

A. That we didn't have to buy from those trucks. That Agustin had everything. And that the trucks were not allowed to go inside. 10:45

Q. The beverages that were sold in the field at Sun Valley by Agustin, did everyone purchase those beverages?

A. Yes, most of the workers would buy

them.

Q. Were there any workers who didn't buy them?

A. Maybe just a few of them and they would drink water from the tap. Water that Agustin would bring them, but it was not clean water. 10:46

Q. The time you worked at Sun Valley, where did you live?

A. There were dorms, rooms, and everyone slept there and we also had the kitchen there and the bathroom. 10:46

Q. What were the dorms like inside?

A. They were very simple. They were just one floor with bunk beds and we didn't have any windows. There was just a piece of cloth covering so that maybe dust wouldn't go in. 10:47

Q. What were the bathrooms like?

A. Well, there were many showers and they were divided by partitions, but the bathroom, the toilets and the showers were always dirty. There would be papers on the floor and sometimes if they didn't clean the 10:47

showers, there was even mud on the showers.
Q. Was there hot water in the bathrooms?
A. Yes, there was hot water, but it wasn't enough for everyone. Only maybe ten people would shower with warm water. 10:48
Q. Were there windows in the bathrooms?
A. No. There weren't any windows.
Q. What about the windows in the housing, I think you said that they were covered in a certain way? 10:49
A. They had screens for mosquitos. There was no glass on them. Only the top portion of the window was a glass. But the other part of the window was just a screen. 10:49
Q. How did you travel between the housing and the fields at Sun Valley?
A. Well, there were buses to take us to the fields, some of the fields, but other fields were just in -- around our housing, so we would walk to them. They were close and for those that were far away, we would use buses. 10:50
Q. The ones where you used the buses, about how many days a week did you use the

buses to get to those fields?
A. Almost on a daily basis.
Q. How long was the ride from the dorm to the fields?
A. Maybe ten to fifteen minutes, the farthest. 10:51
Q. Is that each way or round trip?
A. That was one way and another ten or fifteen minutes on our way back.
Q. Did you ever travel from Sun Valley to go to any places outside of Sun Valley? 10:51
A. Do you mean before or during the time in Sun Valley?
Q. During the time you worked at Sun Valley, did you ever travel from Sun Valley to any place outside Sun Valley? 10:52
A. That was when Russell said we were not able to continue to work there. Only that time.
Q. Before that time did you travel from Sun Valley to any stores? 10:52
A. Oh, when we went to buy our cell phones. I don't recall exactly what the place was because they just took us really fast.

Q. How did you get to the place where you bought the cell phones?

A. Well, the people that work with Agustin, they already know the place because they have been working there for a while so it was through them. 10:53

Q. Who drove you to the store where you bought the cell phone?

A. One of Agustin workers, a person that he knew. 10:54

Q. Did that person give you a ride for free?

A. No. He charged us.

Q. How much did he charge?

A. It was $10 per person. 10:54

Q. What kind of vehicle did that person take you in to the cell phone store?

A. It was a van.

Q. What kind of van?

A. Well, I don't remember. I don't remember exactly what type of van, but it was a big van. 10:54

Q. The venicles that you rode between the housing at Sun Valley and the fields, what

kind of vehicles were those?
A. It was a bus.
Q. What was the bus like?
A. It was a small bus. It was yellow and it said something like "school." 10:55
Q. When you were working in the fields, the water that was available for you to drink, what was that water like?
A. Well, that water didn't look very clean. It was tap water that we drank in the 10:56 fields.
Q. What didn't look clean about it?
A. It was maybe because of the piping, because the water was not crystal clear. It was a bit yellowed. 10:57
Q. Whose decision was it that you stopped working at Sun Valley?
A. The decision was made between Agustin and Russell.
Q. How did they make that decision? 10:57
MR. SCHULTE: Objection. Calls for hearsay. No basis for him to know that.
A. Because Agustin said that we were not very good for the work. We were not useful

for him for the work.

Q. When did Agustin say that you weren't useful for the work?

A. It was during the second week.

Q. What happened during the second week? 10:58

A. Well, because some of us had a backache and we were tired. Some of us told him we could not work the rest of the day because we were not feeling that well. 10:59

Q. What happened after that?

A. Well, I think that maybe Agustin told Russell about it and then Russell came to the field and instead of asking us what is going on or how we felt or to find out about us, he was very upset and he was aggressive and he was shouting and he asked what is it that we wanted. 11:00

MR. SCHULTE: Objection. Nonresponsive and speculative. 11:00

Q. How long after you had the backache and stopped working did Russell come talk to you?

MR. SCHULTE: Objection. He never

testified that he had a backache.
A. The next day.
Q. What time of day did Russell arrive to talk to you?
A. Around 10:00 a.m. 11:01
Q. Did you work that day before Russell arrived to talk to you?
A. No, I didn't work that day.
Q. Did other people work that day?
A. Maybe approximately half of the 11:01
people who were there worked.
Q. Did the other half of the people?
A. Yes, the other half were working. It is the people that had been working with him the longest. 11:02
Q. How many people didn't work that morning that Russell came to talk to you?
A. Around five, six people didn't work.
INTERPRETER DE LA GARMA ROMO: Interpreters needs to switch. 11:02
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.)
INTERPRETER ERRASTI:
Q. Where were you at 10:00 a.m. that

morning?

A. Worked in the field.

Q. Where were you when you first saw Russell that morning?

A. We are actually in the dorms waiting for him because we were being told that he was coming to speak with us. 11:03

Q. When did Agustin tell you that?

A. One day. It was in the afternoon when we didn't show up to work. 11:03

Q. What did Agustin tell you that afternoon?

A. He told us that Russell was coming the next day, but he also mentioned that Russell seemed to be upset because they decided to rest instead of working. 11:04

Q. Did Agustin say anything else that afternoon to you?

A. No. It was just that.

Q. Did you say anything to Agustin in response? 11:04

A. Well, I just told him if he was going to come, we were just going to wait for him and talk about the job.

Q. Did you hear any of your coworkers say anything else to Agustin in response?

A. No. Not really. We just waited for Russell to arrive.

Q. When Russell arrived, that was the next morning at 10:00 a.m.? 11:05

A. Yes.

Q. What happened when Russell arrived?

A. When he arrived, he was clearly upset and he was aggressive and he kept asking us why we didn't work and he also told us that he brought us from Mexico to work so why were we resting. 11:06

Q. Did Russell say anything else?

A. Yes, he asked us, do you want to work or not or what's happening here. 11:06

Q. What happened next?

A. And Russell was still upset. We ask him that we could probably use another type of work like instead of trying to grow other type of vegetables or pick other type of vegetables. 11:07

Q. Who spoke next?

A. But Russell told us that was the only job available for us.

Q. What happened next?
A. Then he told us, if you don't want to work here, you are going to have to go back to Mexico.
Q. What happened next? 11:08
A. Then he handed out a document that had different options -- that had different reasons and those reasons would be like the permission for going back to Mexico.
Q. What happened next? 11:08
A. And then Russell told us he was going to hire new people, that we could no longer be there.
Q. What happened next?
A. Well, since we couldn't stay in the 11:09 field, we all decided to come back to Mexico.
Q. What happened next?
A. Well, that's when we stopped being at the fields and we left and we just waited for our paycheck for the days we worked there 11:10 and we had to take a bus to come back.
Q. I'm going to ask you some questions going back to the beginning of what you were telling me about that time at Sun Valley.

A. Yes.
Q. At that meeting how did you know that Russell was upset?
A. Because you could tell in his face and he was upset because we were not working. 11:11
Q. What about his face did you notice?
A. He seemed to be very upset and he yelled at us in the field.
Q. Was Russell like that when he first arrived at 10:00 a.m. or not until some time later? 11:11
A. No, that's how he arrived.
Q. What language was Russell speaking?
A. English.
Q. Was he speaking English the whole time? 11:12
A. He used some words in Spanish, but Agustin was there all the time.
Q. What was Agustin doing during that time? 11:12
A. I think he was there just waiting for Russell to arrive. Because the other persons were working in the field and then he came where we were all waiting for him.

Q. After Russell arrived, what was Agustin doing?

A. He was just there doing nothing, listening and translating words Russell was saying. 11:13

MR. SCHULTE: The video is dropping out on the main screen. There you are.

MR. GLICK: It looks like it just appeared again.

MR. SCHULTE: Never mind. 11:13

Q. Do you understand what Agustin was translating?

A. No. No.

Q. Was Agustin translating what Russell said from English to Spanish? 11:14

A. Yes.

Q. Did you understand the Spanish that Agustin was using to translate?

A. Yes.

Q. Did you personally speak at that meeting? 11:14

A. Well, no, not really. We didn't have an opportunity to do that. Just one.

Q. How many other people were there at

that meeting?

A. Well, at the beginning it was just us and then some people from the field came, where we were all in the meeting. They went to the bathroom and so then they decided to stay in the meeting. 11:15

Q. Before those other people arrived, how many people were present?

A. We were probably six to eight persons at the meeting. 11:16

Q. Did that include you?

A. Yes.

Q. Did that include Russell?

A. No. It was us and Russell and Agustin. 11:16

Q. Who else was part of that six to eight people?

A. Some of the other workers that worked in the same fields.

Q. After more workers joined, about how many people were present at that meeting? 11:16

A. It was probably three or four persons more that arrived afterwards.

Q. Who was the coworker who spoke at

that meeting?
A. It was one of the workers that was in the previous day when we took a rest.
Q. Do you know if that worker was working at Sun Valley on an H2A Visa? 11:17
INTERPRETER ERRASTI: Interpreter needs clarification.
Q. Do you know if that worker was working at Sun Valley on an H2A Visa?
A. Yes. 11:17
Q. Was he working on an H2A Visa?
A. No.
Q. What did that person say at the meeting?
A. He asked us why was it that Russell 11:18
and Agustin were treating us that way, they should respect us as workers.
Q. What else did that coworker say?
A. He told us that they should respect us, that they should respect our rights and 11:19
they couldn't yell it off if we could reach an agreement if we just talked.
Q. Did that worker say anything else?
INTERPRETER ERRASTI: I'm sorry?

Q. Did that worker say anything else at that meeting?

INTERPRETER ERRASTI: Thank you.

A. He told us why is Agustin forcing you to work all this extra overtime. He told us, what, are you machines? Then the boss said that if others could keep working and doing this job, why couldn't we. He said this pain we felt, it was noting at all. It was just a minor back pain. 11:20

Q. After the boss said that, what happened next?

A. Russell was still very upset and he didn't listen to what we told him. We just -- we're not good for this job. Why can't we get a different job. 11:20

Q. At that meeting did you personally say that you wanted to quit Sun Valley?

A. No.

Q. At that meeting, did you hear any other workers say that they wanted to quit Sun Valley? 11:21

A. No. It was just like Russell decided, making that decision and then we would

left -- we would have to leave.
Q. How did you know that that was Russell's decision?
A. Because well I think Russell and Agustin talked about this and we -- they probably decided we were not useful and not good for the job. 11:22
MR. SCHULTE: Objection. Same speculation as before and nonresponsive.
Q. Did Russell say anything to you that day that made you believe that you could not stand work at Sun Valley? 11:22
A. Yes, he just told us we were totally useless.
Q. Was there anything else that Russell said that day that made you think you couldn't work at Sun Valley any more? 11:22
A. I don't remember.
Q. After that meeting at Sun Valley that day, were you able to stay and work at Sun Valley? 11:23
A. We did not work after that meeting. Agustin told us we were going to get paid that we worked for and that was it and then we had

to leave.

Q. Did Agustin tell you anything else?

A. No. That was it.

Q. Who else, if anyone, did Agustin tell that to? 11:24

A. He told this to the other persons that were in the meeting as well.

Q. Do you know if any of those other people who were at the meeting that day continued to work at Sun Valley after that 11:24 meeting?

A. The ones that were in the fields, they kept working, but the ones that were present in the meeting, we did not work any more. 11:24

Q. Who was it that gave you document to sign?

A. It was Agustin.

Q. When did he give you that document?

A. It was two or three days after we 11:25 stopped working.

Q. What did you do for those two or three days?

A. We did not work.

Q. Where were you when Agustin gave you that document?
A. We were at the dorms.
Q. What did Agustin say when he gave you that document? 11:26
A. He told us that Russell sent us those documents and we would go and then sign them.
Q. Did Agustin say anything else?
A. No. 11:26
Q. Did you sign the document?
A. Yes.
Q. Do you remember how you filled out the document?
A. I had just to select one option that 11:26
I would come back to Mexico.
Q. Which option did you select?
A. I selected the option that I was coming back to Mexico because of personal reasons. 11:27
Q. Why did you select that option?
A. Well, Agustin told us that that was a convenient option for us to choose because we would leave the country in a peaceful way and

we wouldn't cause any trouble to the company nor to us.

Q. Did you leave Sun Valley for personal reasons?

A. No. 11:28

Q. Why did you leave Sun Valley?

A. Because Russell decided that we were not worth for the job.

Q. Do you remember if last year you told an investigator from the U.S. Department 11:28 of Labor that the reason you left Sun Valley was because the work conditions were different than the contract?

MR. SCHULTE: Objection. Are you impeaching your witness? 11:28

A. Yes.

Q. Did you leave Sun Valley because the work conditions were different than the contract?

A. Yes. 11:29

Q. Did you leave Sun Valley for any other reasons?

A. No, because of the conditions of the contract and the job.

Q. Was it your decision to leave Sun Valley?

A. No.

Q. Mr. Garcia, I would like you to look at a document that I believe is on the table in a folder marked Exhibit 21. 11:30

INTERPRETER ERRASTI: Should I hand it to him?

MR. GLICK: The folder marked Exhibit 21, please. 11:30

INTERPRETER ERRASTI: Interpreters are switching.

(Interpreter Errasti was relieved by Interpreter de la Garma Romo.)

Q. Mr. Garcia, could you please open that folder and hold the document inside up to the camera. 11:30

A. (Witness complies.)

Q. Could you please raise the document a few inches. 11:31

INTERPRETER DE LA GARMA ROMO: Interpreter needs clarification. Could you say that again?

Q. Could you raise up the document a

few inches?

A. (Witness complies.)

Q. Closer to the camera, please.

A. (Witness complies.)

Q. Please hold it there for a few more moments. 11:31

MR. SCHULTE: If we can have the record reflect, I don't know if it is a camera quality issue, that is completely illegible on this end. 11:31

Q. Thank you, Mr. Garcia. You can hold the document down.

Do you recognize this document, Exhibit 21?

A. Yes. 11:32

Q. How do you recognize Exhibit 21?

A. Yes, because I can read the options that I read on that document and I had to choose one of them.

Q. Are the options on Exhibit 21 the same options that you had when Agustin gave you the document at the dorm? 11:33

MR. SCHULTE: Objection. He never indicated that this is the form that

Agustin gave him at the dorm.
A. Yes.
Q. Thank you. You can close the folder.
MR. GLICK: I have no further questions at this time. I assume Mr. Schulte does. 11:34
MR. SCHULTE: You are correct.
EXAMINATION BY
MR. SCHULTE: 11:34
Q. Good morning. I have a few questions for you and it is possible that Mr. Glick will have some more.
The form that you were just looking at, did you ever get a copy of that form? 11:34
A. Yes.
MR. SCHULTE: I'm sorry. I didn't hear the answer.
INTERPRETER DE LA GARMA ROMO: The answer is yes. 11:35
Q. Who gave you a copy of that form?
A. Agustin.
Q. Did Russell Marino ever talk to you about that form?

A. No.
Q. Did he tell you which box to check on that form?
A. Yes.
Q. Who told you that? 11:35
A. Agustin.
Q. The question was did Russell Marino ever tell you what to do with the form.
A. No. He didn't mention anything.
Q. Do you know what Sun Valley would do with the form after it was completed? 11:36
A. No. I have no idea.
Q. Do you know if it would be sent to the government?
A. No. I have no idea. 11:36
Q. You have worked in the H2A program in years other than 2015, correct?
A. Yes.
Q. Do you know what would happen if an H2A worker reported that he couldn't do the job? 11:37
A. No.
Q. How many years have you worked in the H2A program?

A. Five years.
Q. Which years would those be?
A. 2008, 2009, 2010, 2011, and 2012.
Q. So was 2012 the last year you worked in the program? 11:38
A. Yes.
Q. Have you ever worked in the United States in any years other than those five years?
A. No. 11:38
Q. What types of work did you do in those years that you described, 2008 through 2012?
A. I was collecting tobacco -- picking tobacco. 11:39
Q. Any other crops?
A. Also sweet potato. Only those two crops.
Q. Had you ever worked asparagus before you had worked at Sun Valley? 11:39
A. No. Never.
Q. You mentioned at the meeting that someone had asked Agustin if the workers could work on another vegetable. Do you remember

that?

A. They asked whether it was possible to do that, but Agustin said that that was the only choice that they had. That was the only work they had for them. 11:40

Q. If there was other work, would you have stayed to do that?

A. Yes.

Q. Remind me again, please, how many people were at the meeting by the end of the meeting? How many workers? 11:40

A. It was around eight to ten people.

Q. Do you remember how many people traveled back to Mexico with you on the bus at the end of that week? 11:41

A. The people that were fired from the field, though it was us, ten, well, approximately ten, us included, but in total it was twenty people. So it was probably ten people from the meeting and the other, I don't know the reasons why, but maybe they left the work because they didn't want to work any more, but I do not know the reasons. 11:42

Q. Were all of those workers from

Veracruz?
A. Yes.
Q. Were there workers at Sun Valley while you were there from other parts of Mexico? 11:42
A. Some of them I think were from Caliente maybe, and others I think they were from Michoacan and they were acquaintances of Agustin that maybe the reason why they were there. 11:43
Q. In the job order that you reviewed in Monterrey before you came to New Jersey, did it say you would be working on asparagus?
A. Yes.
Q. Do you remember what day the meeting was? That meeting at 10:00 a.m., do you remember what day that would be? 11:43
A. I do not remember the exact day.
Q. Do you remember the date on which you signed the form that we talked about earlier? 11:44
A. I don't remember the exact day.
MR. SCHULTE: Side bar for a second. Is there a copy of the exhibit that

you sent around, the signed copy that might be there in the room?

MR. GLICK: I believe it is there in a folder marked 24.

Q. Do you see a folder there marked Exhibit 24? 11:44

A. Yes. Can I take it?

Q. Yes, please, if you can open the folder and look at the document inside. Thank you. 11:45

Do you recognize that form?

A. Yes.

Q. Is that your signature?

A. The one over here on the bottom, yes. 11:45

Q. Does this refresh your recollection of when you might have signed the form?

A. Well, I'm able now to look at the date and I sort of remember the date, but I don't remember the exact day it was. 11:45

Q. Do you have any reason to think that you didn't sign this form on May 6, 2015?

A. No.

Q. You said that you signed this form

about two to three days after the meeting with Russell; is that correct?

A. Yes.

Q. Do you think the meeting with Russell might have been on May 3rd or May 4th, something like that? 11:46

A. Probably.

Q. Do you remember what day you arrived at Sun Valley?

A. I cannot exactly remember, no. 11:47

Q. Do you remember what day of the week it was when you arrived?

A. No. I have no recollection of that, no.

Q. How many days total did you work at Sun Valley? 11:47

A. Two weeks.

Q. Do you know -- Mr. Glick mentioned you spoke to someone from the Department of Labor. Do you remember telling that person that you arrived in New Jersey on April 25, 2015? 11:48

A. Yes, I did speak to the investigator, but I honestly don't remember the

date that I arrived to Sun Valley.

Q. Did you start working on the first day you arrived at Sun Valley?

A. No. The next day.

Q. You said that you were one of the workers who did not work the day before the meeting with Russell Marino; is that correct? 11:49

A. Yes.

Q. How many workers did not work that afternoon? 11:49

A. Around six people approximately.

Q. Before the meeting on -- before your meeting with Russell Marino, had you ever spoken with him before that?

A. No. We had never met him before. 11:50

Q. Had you ever met any of the other Marinos before that?

A. No. Nobody at all.

Q. I think you mentioned when you were talking about that meeting that this work is too hard. Why can't we get a different job. 11:50

Do you remember that?

MR. GLICK: Objection.

Mischaracterizes his testimony.

A. We didn't say that we couldn't do it. We just asked if we could rest a little so we could carry on with our job.

Q. After that, you have never worked in H2A since then, correct? 11:51

A. Yes, I haven't worked in that program since 2015.

Q. Go back and talk about asparagus. Does asparagus grow very quickly?

A. Yes. 11:52

Q. What happens if it is not harvested on a regular schedule?

A. It goes soft. It rots.

Q. Did Russell Marino or Agustin ever say that they needed workers to be able to work 11:52 on the asparagus?

A. No. I don't remember whether they said that or not.

Q. If they didn't have enough workers to pick the asparagus, what would happen to it? 11:53

MR. GLICK: Objection. Calls for speculation.

A. Then it, all the asparagus would have rotten.

Q. You said that there's only enough hot water for ten showers; is that correct?
A. Yes. The rest of the people would have to shower with cold water.
Q. So 30 people would shower with cold water every day? 11:53
A. You had to either shower with cold water or wait for the water to get warm again.
Q. You mentioned going to the store to buy cell phones. Did you buy anything else when you were at the store? 11:54
A. No.
Q. Did anyone else?
A. No. We just went there to buy cell phones and then we had to go back again. 11:54
Q. Did you ever go to the laundromat?
A. No.
Q. Do you know if anyone else did?
A. I do not know.
Q. Do you know who made the bathrooms dirty? 11:55
A. No. I do not know. It is just that they never cleaned. So if, for instance, you would take a shower and you had some dust on

your sandals, then the dust would just stay there on the floor and then become mud.

Q. Did you ever clean the bathrooms?

A. No.

Q. Did Russell Marino threaten you that you had to sign the form? 11:56

A. Well, he said that we had to sign the form and that we had to choose that option so that he didn't have any problems with us and we didn't have any problems with him, and so that all of us would be in agreement, but apparently that is not the case and that's why all this is happening. 11:56

Q. Why do you think all this is happening? 11:57

A. Maybe Russell Marino wants to harm us in some way with the program or I do not know what's on his mind.

Q. How do you think he might harm you with the program? 11:57

A. Maybe complaining to the consulate or to any other agency. We do not know.

Q. Do you think he has done that?

A. It's probable that he has already

where I live, about what it looks like and what grows in the place where I live and just that.

Q. Other than the meeting that we talked about earlier, that 10:00 a.m. meeting, did you ever complain to anyone in the Marino 12:32 family about the work?

A. No.

Q. About the housing?

A. No because nobody would pay us any visits. Not even Marino would go. 12:32

Q. Did you ever ask to speak with them?

A. Well, we would ask if he could come to the fields so we could speak with him about the conditions. Me and my coworkers, but Agustin said he didn't have time for that. 12:33

Q. How many times did you ask for him to come to the fields?

A. Just once.

Q. When was that?

A. Well, during the time that we worked 12:33 there.

Q. Near the beginning of the time you worked there or near the time when people didn't work in that afternoon, the last day?

A. It was approximately after a week that we had been working.

Q. Do you receive paychecks for your work at Sun Valley?

A. After two weeks, they paid us the two weeks that we had worked there. 12:34

Q. Were you paid for all of the hours that you worked?

A. Well, we actually didn't know whether we were being paid by hour or just for all the work that we had done. We were not very sure how they paid us. 12:35

Q. Do you think they owe you any money?

A. Actually I don't know.

Q. Okay. 12:35

Did you ever pay Sun Valley to buy sodas?

A. Yes, I paid Agustin. I paid Agustin.

Q. Did you ever pay the company? 12:36

A. No. Not the company.

Q. Did you ever pay the company for meals?

A. Not to the company.

Q. For transportation?
A. No, not to the company.
Q. Did the company ever tell you to buy those things from Agustin?
MR. GLICK: Objection. Confusing. 12:36
A. No. But it was impossible to buy from anywhere else because there was no means of transportation to get somewhere else to buy things and we couldn't use the kitchen to cook because the kitchen was always being used by 12:37 somebody else.
Q. Did you ever ask to use the kitchen?
A. Well, we asked Agustin whether we could use the kitchen to cook, but he said that there was no other place for us to buy things 12:37 because there was no means of transportation to get somewhere to buy things.
Q. Did Sun Valley deduct any amounts from your paycheck for meals or drinks?
A. No. 12:38
Q. How did you pay for those? In cash or by check?
A. Cash.
Q. If you had the choice between

drinking water or drinking soda, which would you choose?

A. Well, in some cases I would choose to drink water and in other cases I would choose to drink soda. 12:39

Q. If you were at a restaurant, for example, sometimes you would drink water and sometimes you would drink soda?

MR. GLICK: Objection. Mischaracterizes his testimony. 12:39

A. Well, yes. Yes.

Q. Okay. Thank you, sir.

MR. SCHULTE: No more questions from me.

MR. GLICK: We have a few more questions. If you could give me a moment, please. 12:39

INTERPRETER DE LA GARMA ROMO: The witness is asking me who is going to make the questions? 12:40

MR. GLICK: I'm going to take a short break and then I will come back and we will continue.

MR. SCHULTE: I will step out for a

moment. It should be one minute tops.

MR. GLICK: Of course.

(A brief recess was taken.)

MR. GLICK: Are we back on?

EXAMINATION BY 12:43

MR. GLICK:

Q. Mr. Garcia, this is Jason Glick again from the U.S. Department of Labor. You were telling us before about cutting asparagus at Sun Valley. 12:43

Were you willing to continue cutting asparagus at Sun Valley?

INTERPRETER DE LA GARMA ROMO: The interpreter needs clarification.

Q. This is Jason Glick again from the U.S. Department of Labor. You were telling us before about cutting asparagus at Sun Valley. 12:43

A. Yes.

Q. Were you willing to continue working at Sun Valley cutting asparagus in 2015? 12:44

A. Yes.

Q. Why did you take a break that afternoon you were telling us about the day before Russell Marino came to talk to you?

A. Because we were tired from our backs and it was aching.

Q. What would have had to change at Sun Valley for you to continue working there cutting asparagus? 12:45

MR. SCHULTE: Objection.

Speculation.

A. Well, maybe if we had been given another option, such as maybe collecting other vegetables or maybe planting, in the 12:45 plantation, that's what the other workers were doing. Us, the ones that were hired, we were just picking asparagus and maybe there were other jobs that were easier.

Q. Were you willing to stay at Sun 12:46 Valley spending some of your time cutting asparagus and some of your time doing other jobs?

A. Yes.

Q. How many hours a week were you 12:46 willing to work cutting asparagus at Sun Valley?

A. At least 40 hours.

Q. How many hours were you working at

Sun Valley cutting asparagus?

A. Well, it was seven days approximately each day during ten or 12 hours.

Q. Earlier you testified that you had spoken with me prior to today. Do you remember that? 12:47

A. Yes.

Q. Did we also meet through this video conference system yesterday?

A. Yes. 12:47

Q. Was anyone else in the room with me yesterday as far as you know?

A. Yes.

Q. Who else?

A. Investigator Mr. José Perez. There was somebody else. I do not remember the last name of that person, but his name is Jacob. 12:48

MR. GLICK: I have no further questions at this time. But maybe Mr. Schulte does. 12:48

EXAMINATION BY

MR. SCHULTE:

Q. I have a couple. When I asked you if you had spoken with anyone from the

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, JILL SUTTENBERG, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of Hector Mishel Garcia Dominguez, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 10th day of May, 2017.



JILL SUTTENBERG

EXHIBIT
21
5-3-17

My name is _____ I do hereby resign my job with _____ (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

____ Work has slowed down, and I would like to return home.

____ Other: _____

Print Name: _____

Signature: _____ Date: 8/8-15

Print name of witness: _____

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

****

Mi nombre es _____. Creo que queda renunciar a mi trabajo con _____ (nombre de la granja). Reconozco que ma han ofrecido trabajo adicional para el resto de mi contrato, sin embargo, renunciar a la razón a continuación. . Entiendo que estoy es requerido por la ley federal para regresar a su hogar inmediatamente y organismos del Gobierno de US será notificado. Estoy enfermo o ME han resultado heridos.

____ Tengo que volver a mi país porque un miembro de la familia está enfermo o lesionado, ha muerto.

____ Tengo que volver a mi país con azada por motivos personales.

____ QUIERO dejar mi trabajo.

____ Trabajo ha disminuido, y me gustaría volver a casa.

____ Otros: _____

_____

Nombre en letra de imprenta: _____

Firma: _____ Que Fecha: 8/8-15

nombre del testigo: _____

_____ Esperar a regresar a mi trabajo una vez que ya he acabado mi inesperado. Entiendo que tengo que estar en contacto con mi empleador durante mi ausencia. Espero volver en: _____. Entiendo que si no lo hago, mi renuncia es efecto hoy, y los US Agencias de gobierno será notificado.

Please see deposition video

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 3

PX 13 to 15-2

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

	Case No.
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
DARIO MORALES ACOSTA
New York, New York
May 3, 2017
10:20 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317A

May 3, 2017

10:20 a.m.

Video teleconference deposition of DARIO MORALES ACOSTA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A P P E A R A N C E S:

On behalf of the Office of the Solicitor:

OFFICE OF THE SOLICITOR
UNITED STATES DEPARTMENT OF LABOR
201 Varick Street, Room 983
New York, New York 10014
646.264.3687
BY: JACOB HEYMAN-KANTOR, ESQ.
heymankantor.jacob@dol.gov
JASON E. GLICK, ESQ.
glick.jason@dol.gov

On behalf of the Respondents:

CJ LAKE, LLC
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202.465.3000
BY: CHRISTOPHER J. SCHULTE, ESQ.
cschulte@cj-lake.com
(Present via video teleconference)

ALSO PRESENT:

MARIA TERESA GARCIA, Spanish Interpreter
AMERIC JENKINS, Spanish Interpreter
(both present via video teleconference)

MR. SCHULTE: I would ask for a copy of the transcript and can coordinate with you later as to invoicing and billing, regular delivery.

THE COURT: Good morning. Mr. Morales Acosta. I am Theresa Timlin. I'm the administrative law judge who is going to decide this case, and I have a very small role to play today.

INTERPRETER GARCIA: Would you repeat that?

THE COURT: I have a very small role to play today. I am going to swear you in to make sure that you understand that the testimony you give today is under oath. At this time I need you to raise your right hand for me.

Mr. Morales Acosta, do you solemnly swear or affirm that the testimony that you will give today in this deposition will be the truth under penalty of law?

THE WITNESS: (Through Interpreter) Yes, I do.

D A R I O M O R A L E S A C O S T A,

of lawful age, called by the The U.S. Department of

Labor, Office of the Solicitor for examination pursuant to 29 C.F.R. Section 18.64, having been first duly sworn by Administrative Law Judge Theresa C. Timlin, as hereinafter certified, was examined and testified through the interpreter as follows:

THE COURT: Okay, Mr. Schulte and Mr. Heyman-Kantor, is that satisfactory for you?

MR. HEYMAN-KANTOR: Your Honor, can you also swear in the interpreter?

THE COURT: I should have done that first. Ms. Garcia, can you raise your right hand for me? Do you solemnly swear that you will conduct the translation of this deposition faithfully and accurately to the best of your ability?

INTERPRETER GARCIA: Yes, I do.

MR. HEYMAN-KANTOR: Sorry for the request. Could we also swear in the other interpreter?

THE COURT: Can you raise your right hand? Do you solemnly swear or affirm that you will interpret the proceedings before you today accurately and faithfully to the best of your ability?

INTERPRETER JENKINS: Yes, I do.

M A R I A T E R E S A G A R C I A and A M E R I C J E N K I N S, were duly sworn by Administrative Law Judge Theresa C. Timlin, to interpret the questions from English into Spanish, and the answers from Spanish into English.

THE COURT: Okay. I think we've got everybody. With that, Mr. Heyman-Kantor, unless there's any objection, I'm going to sign off and I will be back for your deposition this afternoon.

MR. HEYMAN-KANTOR: Thank you, your Honor.

MR. SCHULTE: Thank you, your Honor.

THE COURT: Thanks. Bye.

(Judge Timlin is no longer present.)

EXAMINATION OF DARIO MORALES ACOSTA

BY MR. HEYMAN-KANTOR:

Q. My name is Jacob Heyman-Kantor. I am an attorney for the plaintiffs. With me today is Jason Glick. He's also an attorney for the Department of Labor. We represent the Secretary of Labor in the matter of Sun Valley Orchards, LLC, 2017-TAE-00003.

INTERPRETER GARCIA: Would you repeat

those numbers for me, sir?

MR. HEYMAN-KANTOR: Sure.

2017-TAE-00003.

Q. And Administrator of the Wage and Hour Division in the matter of Agustin Hernandez, 2017-MSP-00002.

Can you please state your name for the record?

(Discussion held off the record.)

A. Dario Morales Acosta.

Q. Can I refer to you as Mr. Morales Acosta?

A. Yes, that's fine, sir.

Q. This deposition may last several hours. If you need a break at any point, please just let me know.

A. Yes, sir.

Q. If you don't understand any question that I ask or that the interpreter asks, can you please let us know?

A. Yes.

Q. And you may hear an attorney make an objection after a question is asked. You should answer the question even though an objection is made unless you're told otherwise.

A. Yes, sir.

Q. Mr. Morales Acosta, do you have any identification with you?

A. Yes.

Q. Could you show that up to the camera?

(Witness complied.)

Q. Maybe a little bit closer. Okay. Thank you.

MR. HEYMAN-KANTOR: May the record reflect that the deponent showed identification showing his name.

Q. Mr. Morales Acosta, have you ever worked at a farm known as Sun Valley Orchards?

A. Yes, 2015.

Q. When during 2015 did you work there?

A. From June to August.

Q. Were you there on an H2A visa?

A. Correct.

Q. How did you find out about the opportunity?

A. Because of other workers from my same town.

Q. What town is that?

A. I am from San Jose Iturbide and my

contractor is from the City of Celaya.

MR. HEYMAN-KANTOR: Interpreter, can you repeat that, please?

INTERPRETER GARCIA: It's a two-word name. M-A-N is the first word. I-T-U-R-B-I-D-E. That's the town where he is from. And the contractor is from the city of Celaya, C-E-L-A-Y-A.

Q. How did you apply for the position?

A. By using the visa.

Q. Can you tell a little bit more about that process?

INTERPRETER GARCIA: He's giving me a name. Can I ask him to write it down for me?

MR. HEYMAN-KANTOR: Okay.

A. I entered into a contract with Rossen [sic] Marino.

INTERPRETER GARCIA: And I'll spell the name for you. R-O-S-S-E-N [sic]. And the last name is M-A-R-I-N-O.

Q. What kind of work did you do at Sun Valley Orchards?

A. Vegetable harvesting.

Q. What was that work like?

A. Cutting peppers, planting peppers and other vegetables, zucchini. That's it.

Q. What did you do physically to do that work?

INTERPRETER GARCIA: Would you repeat the question for the interpreter?

Q. What did you have to do physically to do that work?

A. Just picking the cucumber when it was ready to be packed.

Q. Who supervised you?

A. Agustin, majordomo.

Q. Can you ask him when he said that word majordomo, did he mean the person's last name?

A. No, actually not. He was the second in charge.

INTERPRETER GARCIA: So he means the foreman. I have to adjust.

A. His supervisor was Agustin.

MR. HEYMAN-KANTOR: There was the word majordomo used. Is there an English translation?

INTERPRETER GARCIA: It's foreman. He said Agustin the foreman.

Q. What was Agustin like as a supervisor?

A. He was very hard. He said that we needed to work very fast so that we can complete one field and go to start another one.

Q. What else would Agustin say to the workers?

A. That we were there to work and the work was to gather the produce.

Q. What were your hours at the farm?

A. From 6:00 a.m. to 6:00 p.m.

Q. What days of the week did you work?

A. Every day including Saturdays and Sundays.

Q. What was the meal plan like at the farm?

A. It was only like a light breakfast at 10:00, lunch at 1:00 and then dinner at 7:00.

Q. How did you pay for the meals?

A. In cash.

Q. Who did you pay?

A. To Agustin at the end of the week, either Fridays or Saturdays.

Q. Why did you participate in the meal plan?

INTERPRETER GARCIA: Would you repeat that for me?

Q. Why did you participate in the meal plan?
A. Because we didn't have a place to cook for ourselves.
Q. Why didn't you cook in the kitchen?
A. The kitchen was closed as soon as the others ended eating.
Q. Why didn't you cook when others were eating?
A. Agustin's wife was the one that did the cooking and we were not there -- just a few of the workers were there.
Q. Why didn't you cook for yourself?
A. We didn't have a place to keep it. For example, we didn't have a refrigerator and we did not have a range or stove.
Q. Why couldn't you store food in the refrigerators there?
A. Because they kept the key to themselves and they didn't let us use the key.
Q. Who is they?
A. Agustin's relatives, Agustin himself, his wife and a nephew.
Q. Are these people who worked in the kitchen?

A. Yes.
Q. You mentioned a key. What is the key to?
A. The main door to the kitchen.
Q. How much did you pay for meals?
A. 100 U.S. per week.
Q. What did you drink in the fields?
A. During the light breakfast in the morning, sometimes Gatorade or a soda.
Q. What did you drink in the fields?
INTERPRETER GARCIA: You want me to repeat the question?
MR. HEYMAN-KANTOR: Yes, please.
A. They brought water from the kitchen to give us some in the afternoon.
Q. What else did you drink during the course of the day?
A. Sometimes at dinner, one beer.
Q. Did you drink anything else during the course of the day?
A. No, that's it.
Q. Where did you get the soda, Gatorade and beer?
A. Agustin sold them.
Q. Did he sell any other drinks?

A. Sometimes juices.
Q. Anything else?
A. No, that's it.
Q. Did Agustin sell any other items other than drinks?
A. Chips, soups and cigarettes.
Q. Anything else?
A. No. Just that, and the soda and the Gatorade.
Q. Was anything else sold from the kitchen?
A. No.
Q. So, typically, how many sodas or Gatorades would you drink in a day?
A. Sometimes three or four.
Q. If you can walk me through a typical day, what times would you purchase these sodas and Gatorades?
A. During the light breakfast at 10:00 in the morning, one soda. Between 12:00 or 1:00, another one. From 2:00 to 3:00 we drank the water that they provided. And at dinner Monster or soda.
Q. Can you repeat the first word?
INTERPRETER GARCIA: Monster. It's a power drink.

Q. When you say soda, do you mean Monster or are those two different things?

A. No, when I say soda, I mean Coke, Coca-Cola. Monster is different.

Q. Did Agustin also sell Monster?

A. Yes.

Q. You said at 10:00 a.m. you'll have one soda. At 12:00 or 1:00 you'll have one soda. Is that right?

A. Yes.

Q. Can you go back to, what else would you have during this typical day?

A. The three sodas and the water.

Q. When would you drink the third soda?

A. In the afternoon, around 6:00 or 7:00.

Q. Would you ever drink a fourth soda or drink?

A. Around 5:00 and 6:00 a.m. in the morning there was coffee.

Q. Was the coffee free or was there a charge?

A. It was included in the weekly meal plan.

Q. Were the other drinks included in the weekly meal plan?

A. No, those we needed to pay one dollar per drink.

Q. Was it the same price for the coke, Gatorade and Monster?

A. Soda and Gatorade, one dollar; Monster, two dollars.

Q. Before when you said you'd have a soda at 10:00 a.m., a soda at 12:00 or 1:00 p.m., and a soda at 6:00 or 7:00 p.m., what do you mean by soda? Let me strike that.

What time of day would you have the Monsters?

A. In the morning at 10:00 with a sandwich that Agustin sold to us as part of the light breakfast.

Q. Would you have a Monster at any other time during the day?

A. No, just one.

Q. When would you have a Gatorade?

A. At 1:00 and at 6:00 p.m.

Q. When would you have a Coke?

A. Sometimes during lunch in exchange of the Gatorade.

Q. Is it your testimony you'd have one drink

at breakfast at 10:00 a.m., one drink at lunch at 12:00 or 1:00 p.m. and one drink at dinner at 6:00 or 7:00 p.m.?

A. Yes, plus the water that was provided between 11:00 to 3:00. That was the time in which it would be hotter.

Q. Was water provided after 3:00 p.m.?

A. Yes.

Q. Did the other workers in the fields drink more or less or about the same as you drank?

A. Some of them more because they purchased double for lunch or for breakfast.

Q. Do you mean by double? Do you mean two drinks for lunch or two drinks for breakfast?

A. Two for the lunch.

Q. Are you saying that most of the workers in the fields had more drinks than you had?

A. No, maybe just one-third of them. Not even one-half.

Q. The other half of workers, did they drink the same as you or less than you?

A. The same.

Q. How do you know how much the other workers drank?

A. Because we were all together in the same group and we were all together in one single dining room for lunch.

Q. Before you said that Agustin sold beer. How many beers per week did your coworkers drink?

A. About a six-pack.

Q. How do you know that?

A. I would see the empty cans in the trash when they put all the trash together.

Q. Do you know where your coworkers got the beer from?

A. Agustin had a refrigerator for the beer in the kitchen.

Q. How did the workers get the beer?

A. At the end of the day you could purchase it, just as the other drinks or beverages.

Q. How much did they cost?

A. I don't really remember. But maybe 12 U.S. per six-pack.

Q. How much beer did you purchase a week?

A. Two to three Cerveza Modelo.

INTERPRETER GARCIA: C-E-R-V-E-Z-A and the second word M-O-D-E-L-O.

Q. Is that a brand of beer?

A. Yes, it is.

Q. What other brands of beer were sold, if any?

A. There was a red one that I don't remember the name. I think Budweiser if that is a red can.

Q. Any other brands?

A. I think there was also Bud Light. I think.

Q. Who sold the other brands of beer?

A. They were all together in the same fridge opened by Agustin.

Q. How much did the Budweisers and Bud Lights cost?

A. I don't remember because I never purchased those. But they were cheaper.

Q. How much did it cost to buy a single Cerveza Modela?

A. Two dollars.

Q. What times of day could you buy beer?

A. Only in the evenings when we were ready to go to rest or sleep.

Q. So what was the earliest time and what was the latest time you could buy a beer?

A. If you wanted a beer, it had to be before

10:00. They would not sell to you after 10:00. And starting at 6:00, as soon as we were back from work.

Q. How many days of the week could you purchase beer?

A. Any day. There was not a day in which you couldn't.

Q. Could you purchase beers on Sunday?

A. Yes, actually on Saturdays and Sundays there was a larger sale than other days.

Q. Typically, how much did workers buy on Saturdays and Sundays?

A. I don't really remember, but maybe more than six per person.

Q. So, six on both -- typically it would be six per person Friday night and another six for the same person Saturday night?

A. Yes.

Q. Let's say the same typical person, how many beers would they buy during the rest of the week?

A. Maybe 20 throughout the week.

Q. Does that include Saturday and Sunday?

A. Yes.

Q. Where did you get cigarettes from?

A. From Agustin.

Q. How much did those cost?

A. I don't remember that because I never bought.

Q. Do you know how much the juices or chips or soup cost?

A. The soups and the juices, one dollar. And the chips, it was like the smaller back and they were just 50 cents.

Q. Was there any time during the season that Agustin did not sell beer?

A. Just when the surveyors were there because there was a survey made at the field and they asked us if we had a visa or how it was we were working there.

Q. When you say surveyor, do you mean an inspector from the Department of Labor?

MR. SCHULTE: Objection for a second before he answers. I mean, if you're going to testify for him, I understand it will save time. If we can make it less leading and just ask him direct questions. It's your witness.

MR. HEYMAN-KANTOR: Let me rephrase.

Q. What did you mean by surveyor? Did you

mean an inspector from the Department of Labor?

MR. SCHULTE: Same objection. Just ask him if he knows. Don't tell him the answer that you want him to give.

MR. HEYMAN-KANTOR: You're making a speaking objection now.

Q. Did you mean inspector or did you mean investigator or did you mean something else by surveyor?

A. I think they were inspectors because they paid attention to the dorms, to the field and the transportation units.

Q. Do you know why Agustin didn't sell beer when the inspectors came?

A. I imagine because he did not have a permit or a license to sell it.

Q. Did Agustin do anything else differently when the inspectors came?

A. He did not sell beer. And of the transportation units that were usually used, there were two that were in very, very bad condition. Those two transportation units were not used when the inspectors were there.

Q. Do you know why those weren't used?

A. Maybe because he was going to be reprimanded because the transportation units were not in appropriate conditions to transport people.

Q. Were those transportation units buses or vans or cars or something else?

A. Buses, two buses, the small ones.

Q. What was wrong with those buses?

A. The side windows were broken. The seats were torn. The floor was open in some areas and the tires were in bad condition.

Q. When you say the floor was open in some areas, do you mean there were holes or something else?

A. Yes, there were like two holes. You could actually see the highway when we were on it.

(Interpreter Garcia was relieved by Interpreter Jenkins.)

Q. How often, if ever, during the 2015 growing season were those buses used to transport workers to the fields?

A. The first month and a half they were using them and then they weren't using them.

Q. At what point did they stop using the transportation?

A. It's when the surveyors or inspectors started to visit us.

Q. How often during that first month and a half did they use those two buses that they hid from the inspectors?

A. Every day. It was continuous.

Q. Just to recap, did you work at Sun Valley during any year other than 2015?

A. No. Only in 2015.

Q. So, everything that you're telling me about; the beer and the cigarettes, the drinks, the transportation, all of that, what year are you talking about?

A. Yes.

Q. In a typical day, how much time were you in a bus?

A. Thirty minutes in the morning, 25 minutes in the afternoon.

Q. In a typical week, how many days of the week did you go on a bus?

A. Four days out of the week.

MR. HEYMAN-KANTOR: One second. Mr. Schulte, we don't see you in the video. Are you still on the line?

MR. SCHULTE: I'm sorry. I'm here. I had you on mute. I can hear you but it's saying due to low bandwidth or local computer conditions, video is not available, so I can't see any of you either. Can you see each other?

MR. HEYMAN-KANTOR: We can. You can see us, Interpreter?

INTERPRETER JENKINS: Yes.

MR. HEYMAN-KANTOR: It sounds like a computer issue. If it's saying low bandwidth, that sounds like it might be in your office.

MR. SCHULTE: Okay.

MR. HEYMAN-KANTOR: Should we continue or do you want to ask your IT person for help?

MR. SCHULTE: Let's take a five-minute break and then we'll reset this. Let me see if I can close other things, but the bandwidth should not be an issue here.

MR. HEYMAN-KANTOR: We'll go off the record for five minutes and we're going to go off the recording.

MR. GLICK: Chris, to answer your question, we can see the witness and it's my understanding the witness can see us from what

the interpreter is saying. I'm going to stop the recording at this time.

(A recess was taken from 11:20 a.m. to 11:29 a.m.)

MR. HEYMAN-KANTOR: Let's go back on the record.

Q. I just want to briefly ask you about the housing. Could you just describe in general what the housing was like at Sun Valley Orchards?

A. We slept individually. I don't know what you call those beds where there's one below and one on top. We were given mattresses and we had to buy our own blankets. I think that's it.

Q. Did everyone -- strike that.

What were the bathrooms like?

A. In the showers there was only cold water. There was no hot water to take showers. And sometimes where we would go to the bathroom it would be dirty. There was a person in charge of cleaning the bathrooms but this person did not always clean the bathrooms.

Q. What about the sinks?

A. Those were always maintained clean because they were right there at the entrance.

Q. Anything else remarkable about the housing or the bathrooms?

A. I would think that's all.

Q. I want to ask you a little bit about your personal experience working. Was there ever a time when you were injured or didn't work during the 2015 growing season?

A. Yes, for about a week and a half.

Q. Why did you not work for that week and a half?

A. I broke a toe when we were doing the picking.

Q. How did you break the toe?

A. A splinter went into my shoe from where they would stack the peppers.

Q. When did you -- let me talk a little bit about the circumstances around the end of your work at Sun Valley. How did you end up or why did you stop working at Sun Valley?

A. What happened is that there were three big storms and this affected three of the fields of peppers, so they said the only thing we would be doing is collecting the plastics from the fields, hoses and spikes.

Q. What do you mean by that? What plastic, hoses and spikes were in the fields?

A. This is put in the fields to place the product.

Q. Do these things help water the plants or help otherwise with the plants?

A. It's used in helping the germination, the idea is there won't be any cross-contamination from a different type of plant. And the hose is used for drip irrigation. And the spike is to hold the peppers once they're ripe. That way they won't fall?

Q. Why did you need to clear out the plastics, hoses and the spikes?

A. We had to make sure the field is completely empty because the tractor was going to come in and move the ground, the soil. So to move this soil, it had to be completely free of any plastic or hoses. That was the last work we did.

Q. What happened after you removed the plastics, hoses and the spikes?

A. We went back to the house. We were given about a day and a half to rest and then we got on a bus to go back to Mexico.

Q. Were you -- did you quit or were you fired?

A. There was a sheet that we were given that we had to sign where it said that there wasn't enough work for us any more.

Q. Did you quit or were you fired?

A. I would assume I was fired.

MR. HEYMAN-KANTOR: I'm passing to the court reporter a document which I'd like you to mark as Exhibit 20.

(Exhibit 20, Dario Morales Acosta's departure form, marked for identification, as of this date.)

Q. Mr. Morales Acosta, you should have a folder labeled 20 or Exhibit 20 on the table. Can you please take a look at that? Can you please hold that up to the camera so we can verify that you have the right document?

(Witness complied.)

Q. A little bit closer?

(Witness complied.)

Q. Okay. Thank you. We have the right document. It's Exhibit 20. Is that your signature on the document?

A. Yes.

Q. Why did you sign the document?

A. I signed it because Russell Marino said it was necessary for us to sign this document so we could return to Mexico.

Q. Why did you complete this document the way it's completed?

A. Because we had to fill it out to get on the bus.

Q. Were any instructions given to you about how to fill it out?

A. Yes, they said -- yes, we were indicated to mark the line one before last.

MR. HEYMAN-KANTOR: I'm sorry. Repeat that last thing, interpreter, please?

INTERPRETER JENKINS: They were supposed to select the one before last line.

Q. Who said that?

A. Agustin, the foreman.

Q. Just to clarify, when you say the one before last, do you mean the line where there is sort of some circular sort of checked off squiggle on the left side of the page?

A. Yes.

hours so we could do our own activities.

MR. SCHULTE: I have no more questions. Thank you, sir.

MR. HEYMAN-KANTOR: I may have a couple of questions. Just give me a moment.

(A brief recess was taken at this time.)

MR. HEYMAN-KANTOR: Okay. I have a few questions for you, if you don't mind.

BY MR. HEYMAN-KANTOR:

Q. To your knowledge, is it possible that you were in a building that CDM does not own?

A. Well, I know it's an office that's associated to services for migrants in Guanajunto.

Q. Yesterday you were in this same room as we are today; do you remember that?

A. Yes.

Q. And you and I spoke yesterday; do you remember that?

A. Yes.

Q. I wanted to ask you, before you said that your coworkers were told something about the kitchen. Can you tell me more about what your coworkers were told?

A. We were told that -- they were told,

excuse me -- that they wanted to use the kitchen to cook, but they had to buy their own things and buy their own stove. And only about three coworkers bought them. And the rest of the food that was bought was canned foods that were used in the field.

Q. Did you hear this conversation personally from when it happened?

A. Yes, the whole group was gathered around when that decision was made.

Q. Who said that?

(Interpreter Jenkins was relieved by Interpreter Garcia.)

MR. HEYMAN-KANTOR: Let me reask the question.

Q. Who made that statement we just talked about?

A. Agustin, himself, told it to the coworkers and only three of them decided to do their meals on their own because, of course, it was going to be less expensive doing it that way than paying the 100 U.S.

Q. How many people were at this meeting?

A. Most of them.

Q. Can you give me an approximate number?

A. Around 30.

Q. Did Agustin explain why your coworkers could not use the kitchen?

A. No, he didn't. He just said that to them and that he it was not mandatory for any of us to eat that food or to drink those beverages.

Q. Okay. Now, in response to the questions from Mr. Schulte, you said that -- I'd like to talk a little bit about these trips to the laundry.

INTERPRETER GARCIA: Could you repeat that for me, please?

Q. I'd like to talk a little bit about the trips to the laundry that you were talking about earlier.

Would you always be able to go to the -- how much time would you be given to do the laundry?

A. About an hour and a half or two.

Q. Would you always have time to go to the store to buy food on that trip?

A. No. That would be a different trip on Saturday. We would go to the laundry twice a week.

Q. Did you pay for these trips?

A. Just if we were going to travel farther. For example, the trips to the laundry were paid by

Agustin.

Q. And on the trips to the laundry, were you able to purchase food and other items?

A. Yes.

Q. Did you always have time to purchase other items on those laundry trips?

A. Yes. But, of course, we had to do that while the clothes were being washed, while they were in the machine because they would not wait for us if we needed more time.

Q. How much time would you have to go to the store while the laundry was being washed?

A. About 30 minutes or an hour.

MR. HEYMAN-KANTOR: All right. No further questions.

MR. SCHULTE: Just a couple of questions for me.

BY MR. SCHULTE:

Q. Did any of the Marino brothers speak with you about the meals?

A. No, they didn't. None of them. We just arrived and were taken to the dorms to make ourselves home. And it was Agustin the one who told us how the weekly meal plan worked.

Q. And you said that three of the workers chose to make their own meals and not take part in the meal plan; is that right?

A. Yes, but that was like in the middle of July.

Q. Did they get in trouble? Did they have any problems with the Marinos for doing that?

A. No. I don't think Russell was even aware that that was happening. He never asked about that.

Q. At the beginning of the last set of questions from Mr. Heyman-Kantor, he said that he spoke with you yesterday; is that correct?

A. Correct.

Q. Who else was there?

A. On this side, it was just me. On the other side there, I think there were three people.

Q. Do you know who those people were?

A. No, I don't remember their names.

Q. When I asked you earlier if you had ever spoken with Mr. Heyman-Kantor, you said you had not. That's not true, is it?

INTERPRETER GARCIA: Would you repeat the question for the interpreter, please?

MR. SCHULTE: Of course.

Q. When I had asked him earlier if he had ever spoken with Mr. Heyman-Kantor, he said no. That would not be correct, would it?

A. The answer is I talked with them yesterday.

Q. Have you ever spoken with them other than yesterday?

A. I guess so because they called me on my phone.

Q. When was that?

A. About a month ago. It was for the purpose of informing me about the case that was going to happen.

Q. What did they tell you?

A. They told me that I was going to be interviewed about where I had lived and that there was going to be a judge present with the purpose of making sure that it was me the one that was deposing.

Q. They told you about the judge a month ago?

A. Yes.

Q. Do you remember what else you talked about with them?

INTERPRETER GARCIA: The interpreter is just clarifying because he told me that it was he and I'm asking who he is. He said the judge. The answer from the witness is:

A. They told me it was going to be the judge the one that was going to decide on the case and if there were going to be sanctions or not.

Q. What do you mean by sanctions?

A. Because of the nonconformance to the rules that state how the visa workers should be treated.

Q. But what would the sanction be?

A. For example, they were going to be sanctioned if they mistreated the workers by making them work longer hours than the contract stated.

Q. Do you know if that is one of the issues in this case?

A. I am not sure but I know that the contract stated that we had to work 40 hours a week at the most and I am sure that we worked more than that.

Q. Have you ever worked on other H2A contracts?

A. No. This was the only company that I

have worked for.

Q. Are you going to work on one this year?

MR. HEYMAN-KANTOR: Objection. Relevance.

MR. SCHULTE: He can answer.

A. Probably, yes, I will be working again, but with a different contractor.

Q. Do you know when that might start?

MR. HEYMAN-KANTOR: Objection, relevance.

INTERPRETER GARCIA: He has to answer?

MR. SCHULTE: Yes.

A. No. I don't know when I will start with that work. We're still waiting to know about that work.

Q. Do you know where that work will be?

MR. HEYMAN-KANTOR: Objection, relevance.

A. It would be for a different state and it would be in the state of Georgia.

Q. Do you know the name of the employer?

A. No. The only thing that I was asked for was my documentation, my passport number and ID proof.

MR. SCHULTE: Okay. No more questions. Thank you.

REPORTER'S CERTIFICATE

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

I, ELIZABETH F. TOBIN, RPR, a Notary Public within and for the State of New York, do hereby certify that I was authorized to and did stenographically report the testimony of DARIO MORALES ACOSTA, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties connected with the action, nor am I financially interested in the outcome of the foregoing action.

Dated this 8th day of May, 2017.

ELIZABETH F. TOBIN, RPR

My name is Dario Alonso Acosta. I do hereby resign my job with SVO (farm name). I hereby acknowledge that I have been offered additional work for the balance of my contract, however I resign for the reason listed below. I understand I am required by federal law to return home immediately and US Government agencies will be notified.

____ I am sick or I have been injured.

____ I need to return to my home country because a family member is sick or injured or has died.

____ I need to return to my home country because of personal reasons.

____ I want to quit my job.

 Work has slowed down, and I would like to return home.

____ Other: Se termina el trabajo

Print Name: DARIO MORALES ACOSTA

Signature: Dario Alonso Date: 8/9-15

Print name of witness: REY MARIN JR

_____ Expect to return to my job once I finish my unexpected business. I understand that I need to stay in contact with my employer during my absence. I expect to return on: _____. I understand that if I do not, my resignation is effect today, and US. Government agencies will be notified.

EXHIBIT
20
5-3-17

Please see deposition video

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. — Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. — Case No. 2017-MSP-00002

- - - - -

Wednesday, April 19, 2017

- - - - -

Oral Deposition of RUSSELL MARINO, JR., taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:45 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JACOB HEYMAN-KANTOR, ESQ
and JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
heymankantor.jacob@dol.gov
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

I N D E X

WITNESS	PAGE
RUSSELL MARINO, JR.	
BY MR. HEYMAN-KANTOR:	5, 177
BY MR. SCHULTE:	172, 181

E X H I B I T S

NUMBER	DESCRIPTION	MARKED
R. Marino		
Exhibit 9	USDA Publication	18
Exhibit 10	Letter dated 8/4/15 Bates DOL00457	139
Exhibit 11	E-mail dated 8/21/15	148
Exhibit 12	ETA Form 790 Bates DOL01466 to 1485	158

DEPOSITION SUPPORT INDEX

- - - - -

Direction to Witness Not to Answer

Page Line

NONE

Request for Production of Documents

Page Line

NONE

Question Marked

Page Line

NONE

- - - - -

RUSSELL MARINO, JR., having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Mr. Marino, good morning.

A. Good morning.

Q. Do you understand that you are under an oath and must answer my questions truthfully and to the best of your ability?

A. Yes.

Q. And do you understand this is the same oath that you would take in court?

A. Yes.

Q. So my name is Jacob Heyman-Kantor I'm here with my co-counsel, Jason Glick and I'm an attorney with the US Department of Labor, Office of the Solicitor and we represent the administrator of the Wage and Hour division in the matter of Sun Valley Orchards, LLC, 2017-TAE-00003. And we also represent the Secretary in the same matter of Agustin Hernandez, doing business as Agustin Hernandez

FLC, 2017-MSP-00002. And we represent the Secretary of Labor and the Administrator of the Wage and Hour Division.

So first, I would like to explain a little bit about the deposition process. Have you ever been deposed before?

A. No.

Q. Okay. So I'll -- let me just lay out some of the ground rules. The court reporter is here and you know, she's going to be taking down verbatim everything that you say, everything that I say. So it is important that you speak up and that you answer with a yes or a no or other verbal answer. A nod of the head or a shake of the head is not -- it doesn't work. Do you understand?

A. I understand.

Q. And we also can't talk over each other. So I'm going to do my best to wait until you finishing answering, if you could do your best to wait until I finish asking a question.

A. Okay.

Q. I may ask a question that I don't state very well or for some other reason, you

don't understand. If you don't understand, can you let me know?

A. Yes.

Q. If you answer a question, I'm going to assume you understand it. Okay?

A. Okay.

Q. Because it's critical to get your full, complete and accurate answers today, I have to ask, are you taking any medication or drugs of any kind or have you consumed any cough syrup or medicine or something containing alcohol that might make it difficult for you to understand and answer my questions today?

A. No.

Q. Are you at all sick today?

A. No.

Q. Are there any medicines that you normally take that you haven't take today or yesterday?

A. No.

Q. Is there any reason why you cannot give full, complete and accurate testimony today?

A. No.

Q. If you need a break, please let me

know and I'll make every effort to accommodate you. If we're in the middle of a question or a line of questions, I may insist we finish answering those questions, but otherwise, let me know if you need a break. Okay?

A. Okay.

Q. Now, during the deposition today, I'll use the term Sun Valley or farm or Sun Valley Orchards to refer to Sun Valley Orchards, the company that is part of this proceeding. Is that okay?

A. Yes.

Q. Now, unless I specify otherwise, I'm going to be -- my questions are going to be referring to the period between April 1st, 2015, and October 10, 2015. Do you understand?

A. Yes.

Q. And if I use the phrase "growing season," I'm referring to that time period as well. Okay?

A. Okay.

Q. When I refer to a worker who is working in the United States on an H-2A visa, I'm going to say H-2A worker. Does that make sense?

A. Okay.
Q. And when I'm going to refer to an agricultural worker who is working in the United States without an H-2A visa, I'm going to say domestic worker or non-H-2A worker, okay?
A. Yes.
Q. If you're ever unclear which kind of worker I'm referring to, please let me know.
A. Okay.
Q. So have you ever been involved in any kind of civil legal proceeding?
A. No.
Q. Any kind of criminal proceeding?
A. No.
Q. Any kind of legal proceeding whatsoever?
A. Divorce.
Q. Divorce. And did you testify under oath in that proceeding?
A. Yes.
Q. And was that in front of a judge?
A. It didn't get that far.
Q. But it was a deposition proceeding or what was the proceeding where you testified

years. I mean not on the books when I was a child, it's just we did whatever we had to do to help out.

Q. Have you worked anywhere else?

A. No, never.

Q. And what's your educational background?

A. I have a four-year degree agricultural engineering from WVU.

Q. What was that?

A. From West Virginia University.

Q. Any other education?

A. No.

Q. Do you speak Spanish?

A. Yes.

Q. How good is your Spanish?

A. It gets the job done I guess. I don't know how I would rate that.

Q. Well, how did you learn Spanish?

A. By using it on the farm. I had four years in high school, four years in college and it didn't do me much good. You can't speak with the guys unless you use it and I use it every day. All day long. I work side by side with my guys.

Q. Do you read in Spanish?
A. I can struggle through it.
Q. Do you watch TV in Spanish?
A. No.
Q. When you speak to the workers, do they understand you 100 percent of the time?
A. I believe so.
Q. Do you understand them when they speak to you?
A. For the most part, yes.
Q. Are there sometimes, you said for the most part, are there times when they don't understand you?
A. Yes, but if so, I'll just kind of repeat myself until we're all on the same page.
Q. How is your Spanish compared to Joey Marino?
A. Better, much better.
Q. Does he understand when you speak in Spanish?
A. I don't know. I don't think so.
Q. So talking about before Sun Valley Orchards, when was it founded, the company?
A. In the, I believe, it was formed in early eighties. I believe. I think that

information is in there somewhere. That was requested at some point.

Q. Are you familiar with a company known as Marino Brothers Corporation?

A. That was formed first before Sun Valley.

Q. When was that formed?

A. Early eighties. So I didn't know that you were aware of that. Marino Brothers was formed prior to Sun Valley. We kind of formed other companies, so Sun Valley was probably formed in the early 2000s.

Q. What's the difference between Sun Valley and Marino Brothers?

A. Now, I mean there is no difference. Virtually, no difference. There's just legality. Mostly legality, we were just, it was recommended that we kind of split everything up and an LLC formed to be protected.

Q. What was the form of Marino Brothers?

A. I'm sorry?

Q. What was, what -- was the corporate structure of Marino Brothers Corporation?

A. It was just, it was a farm. It was everything that we are now, but everything was just grouped together. So now everything is kind of segregated. The land, the trucking, cold storage, things like that are just separated.

Q. Okay. When you say separated, is it certain people own certain parts of it or --

A. No. Collectively, we all have, have ownership. You know, collectively, we all have ownership. We share ownership. Just separated I guess on paper to be protected legally. However that is, works out legally, again, I'm not a lawyer. I don't pretend to be.

Q. And I guess you all were not protected before when it was Marino Brothers Corporation?

A. No, I mean we're liable, everything would be liable, because it wasn't, there wasn't, I call it a firewall. When you're an LLC, well, you know all these things, when you're an LLC, you're protected up to that, that portion of your business, whether it be what you operate under, which is Sun Valley,

and then you have Marino Brothers land and that's all the land that we farm or rent, own, whatever. So that's just how it's broken down.

Q. Actually, I may know less about corporations than you, I would think. So what are the percentage of ownership interest in Sun Valley Orchards?

A. There's four of us, we each have 25 percent.

Q. Who are the four?

A. Myself, my brother, my father and my uncle.

Q. And what are their names?

A. Joe Marino is my brother. Russell, Sr. is my father. And Harry, Jr. I guess is my uncle.

Q. Okay. And who owned Marino Brothers Corporation?

A. My father and his two brothers.

Q. One was Harry Marino?

A. Yes.

Q. And who was the other brother?

A. Sebastian.

Q. Do you belong to any work-related organizations outside of Sun Valley Orchards?

A. No.
Q. Any agricultural-related organizations?
A. No.
Q. How about your father, Russell Marino, Jr --
A. Yes.
Q. Senior, he does, what does he belong to?
A. I don't know the list, but I think a preservation program. Just several things that do with agricultural and again, I don't know exactly all the titles that he holds, but it's several. He's very active in the agricultural community, very active. Always has been. And that's all he's ever done his whole life.

MR. HEYMAN-KANTOR: Could we mark this as Exhibit 9.

- - - - -

(USDA Publication marked R. Marino Exhibit 9 for identification.)

- - - - -

BY MR. HEYMAN-KANTOR:
Q. So what I'm showing you here is a

document from the Internet. It is from the United States Department of Agricultural and if you look on the last page, it says Russell J. Marino, chairperson. Is that your -- from you or your father?

A. I believe it's my father. I assume it's my father, but without reading the document, I don't know what it's for. It's definitely not me. I would assume it's my father.

Q. It says on the first page, Farm Service Agency New Jersey. Do you see that?

A. FSA, yes, it's definitely my father.

Q. Do you know what he does in connection with this group?

A. No.

Q. All right. You can give that back to me. Thanks.

So I'll ask you a little about the farm itself. So what's the farm like? How many fields does it have? How big is it?

A. We farm almost, we farm about 2500 acres. We're spread out through two counties, Gloucester and Salem County. The

number of farms, I don't know that. I can -- I'd have to think about that. But we're spread out nonetheless. I don't know what else --

Q. Do you have more than ten fields would you say?

A. Yes.

Q. And are there dorms where people live on the farm?

A. We have one dormitory for labor.

Q. How many rooms are in the dormitory?

A. Including the kitchen and the bedroom, seven rooms maybe. Let me see. No. Maybe eight.

Q. Is it normally loud near the dormitories?

A. No.

Q. There aren't a lot of tractor noises?

A. No, no.

Q. How close are the fields to the dorms?

A. There's an asparagus field surrounding the dormitory.

Q. Any other fields?

A. No, it's right off of, off of a highway, Route 45, so it's just surrounded by the one farm.

Q. How far are the furthest fields from the dorms?

A. Ten, 15-minute ride.

Q. And who is in the management at Sun Valley Orchards?

A. In whole, as a whole?

Q. Yes.

A. All four of us collectively. And we each have our own individual responsibilities.

Q. So it would be yourself, your brother, Joe Marino, your father, Russell Marino, Sr. and your uncle, Harry Marino, Jr.?

A. Yes.

Q. Anyone else?

A. No.

Q. And what are your different roles?

A. My brother is primarily sales, IPM, Tractor work. My Uncle Harry, he directs the crew each day. He's in charge of the planting schedules. My father is in charge of greenhouses. And I do, I fill in all the other

blanks. I irrigate. I set everything up. Any designs, irrigation designs, things like that, site planning, all that stuff.

Q. So you said Joe Marino does sales, IPM, tractor work, anything else?

A. I'm sure he does a million other things as we all do. I mean I can't explain every little thing that we do each day. But yeah, I'm sure there's other things that he does. I'm sure there's other things that I do.

Q. Does he do other things in connection with agricultural workers?

A. No.

Q. What's IPM?

A. Integrated pest management.

Q. And you said your father, Russell Marino, Sr. works with greenhouses. Does he do any other significant tasks?

A. Significant, every little aspect is significant and again, I'm sure he does other things as well. I mean I don't know to how much -- he runs for parts. Picks somebody up if they need to be picked up, brings us back, move things, help us move things around, just things along those lines.

Q. Does he do anything in connection with the domestic workers or the H-2A workers who work on the farms?

A. No.

Q. Now, you said your uncle, Harry Marino, Jr., directs the crew and is involved in planting. I'm sorry, can you say that again?

A. Planting, all the seeding, because we propagate everything. He does the seeding schedules, the planting schedules in fields and he's in direct contact with Agustin every day to direct the crew.

Q. And you said you were involved with -- I'm sorry, does Harry, Jr. have any other tasks?

A. Again, I'm sure he does. I couldn't begin to list them all.

Q. And the ones you listed are his biggest tasks?

A. Yes.

Q. And you said you've -- you're involved in irrigation design, set up and site planning. Any other tasks?

A. Again, a million other tasks that I

can't even begin to list.

Q. But these are the three biggest ones?

A. Yes. Yes.

Q. Are you involved working -- do you have any tasks related to working with the domestic agricultural workers, H-2A workers?

A. Every day.

Q. What do you do with them every day?

A. Anything that has to do with those things that I -- if we have to do pipework, lay plastic, cultivate, set the irrigation pumps, construction lines and anything. I work directly with the help every single day. I always have at least two to eight guys with me throughout the day.

Q. And what did you mean by set up?

A. Like bringing it back from where we store everything in the wintertime back out to the fields. Irrigation pumps obviously go by the ponds and things like that. The field designs like how they're laid out. Just things along those lines.

Q. What's site plan?

A. If we're putting up more

greenhouses, any kind of drainage that we have to address, you know, between my brother and I, we -- we try to do everything we can in-house ourselves. So whether it involves a transit, things like that, I guess that's when it's site work, there's usually a transit and stuff involved.

Q. And as part of your job, do you go into the fields?

A. Yes.

Q. Where the H-2A and domestic workers are working?

A. Yes.

Q. How often do you do that?

A. Every day.

Q. Why do you do that?

A. Because I'm a farmer and without the help, I couldn't do what I do.

Q. I guess I'm just wondering what like specific things are you going out to the fields to do with the workers?

A. Whether, I mean I may not be right in the row right standing next to the guy picking alongside them, but they may be working out in that field and I might be working over

here by the pond. I mean and I drive through the fields. I do all the irrigation, all the irrigating, feeding. So yeah, I see the guys all the time. I eat lunch with them sometimes at the camp. Yeah, I just -- I'm very involved with the labor.

Q. And so typically how much time are you per day, are you in the fields with the workers?

A. Whatever a workday may consist of. I'm usually, usually I'm, I mean it's every day all day long throughout the day. Again, I work closely with the guys every single day. I don't know, whatever a workday may consist of.

Q. Is it typically more than several hours per day?

A. Yes.

Q. Will you go into their dorm rooms?

A. No.

Q. Never?

A. No.

Q. How often do you go in the kitchen?

A. Once a week.

Q. And why do you do that?

A. Again, if I'm eating lunch with the

guys, how you get your lunch, you go in.

Q. You'll eat with the workers once a week?

A. Yeah, roughly.

Q. Do you interact with the workers in the evenings?

A. No.

Q. On the weekends?

A. No.

Q. Everything you've told me is about interacting with the workers, going to the fields, the bedrooms, the dorm rooms, the kitchen, is that all this true for 2015?

A. Yes.

Q. Does anyone from management go into the worker bedrooms?

A. No.

Q. So how do you check that the bedrooms are adequate?

A. That's Agustin's responsibility. That's one of his responsibilities. I just assure that everything is inspected and cleared prior to the help showing up.

Q. When is that?

A. That's usually two weeks prior to

their arrival date.

Q. So when in 2015 was that?

A. I don't know. Off the top of my head, I don't know.

Q. Could it have been in March of 2015?

A. Usually the camp inspection is in March, because I know that's usually when the water testing is.

Q. In 2015, you may have gone there in March and might not have gone into the dorms again for many months?

A. Correct.

Q. Who supervises the workers in the fields?

A. Agustin.

Q. And anyone else?

A. If we are running through a field, my uncle and I, if we see something out of sorts, at any time we do if we need to.

Q. Is Agustin the main supervisor?

A. Yes.

Q. And if a worker needs to be instructed on how to do his job, who does that instruction?

A. Agustin.
Q. And if a worker -- who would be involved in disciplining a worker?
A. Discipline? I mean short answer, I guess it would be Agustin, not that we ever had to do that, not that I know of.
Q. If a worker were going to be fired, who would fire the worker?
A. Ultimately, I guess me.
Q. Can anyone else fire a worker?
A. Legally, I think any of us could, any of the owners could, I believe so. If it's done in the proper manner.
Q. Could Agustin?
A. Could he? Legally, I'm not sure. I would not give him that -- it would depend on the situation.
Q. Has he ever fired a worker?
A. He probably has.
Q. Who is involved in hiring workers for the fields?
A. Mostly Agustin.
Q. If a worker has a question or complaint, who would they raise that with?
A. Primarily Agustin.

Q. And by the way, when I'm referring to a worker, a worker in the fields, I'm referring to the H-2A workers or the domestic workers doing similar work. Is that clear?

A. I understand, yup.

Q. And would there ever be an occasion for a worker to talk to someone other than Agustin about a question or a complaint?

A. No.

Q. How often do the workers in the field interact with people other than Agustin at the farm?

A. I don't know.

Q. How often do workers in the fields bring -- have a discussion about work issues with -- strike that.

All right. Who pays the workers in the fields?

A. So my uncle does every Friday at the camp.

Q. Is this Harry Marino, Jr.?

A. Yes. We have a secretary that does payroll in her office and my uncle physically sees that every man gets their check and signs their check on a three-by-five, each man has

their three-by-five card. It's a signature card.

Q. What's the three-by-five card?

A. It's a signature card, just to -- we take a visual to make sure that that signature lines up with the one from the week before to assure that that is in fact the same man every week.

Q. And do you store them somewhere in the office?

A. My uncle keeps them I believe at his house.

Q. And what's the secretary's name?

A. Lisa.

Q. Do you know her last name?

A. Justice.

Q. And what does she do with the payroll?

A. She conducts whatever business or whatever it has to do to make their checks out. She makes sure everything jives and --

Q. So is the process she prepares the checks and then Harry hands them to the workers in the fields and make sure they sign the card, three-by-five card?

A. Yes.
Q. Are workers ever paid in cash?
A. No.
Q. And how do workers -- do workers in the fields have bank accounts?
A. I don't know. I don't think so, no. The checks are brought to the bank and cashed in the manner of cash with their name on every -- the bank does that.
Q. How do you know about that process?
A. Because I just know that bank provides that service for me.
Q. Do you interact with the bank on this?
A. I mean unless there's an issue of some sort, I don't really have to.
Q. So do the workers take the checks to the bank?
A. No, Agustin does.
Q. So can you walk me through that process, how does -- how does Agustin get the checks, because you said the checks were given to the workers?
A. They were and then they give them back to Agustin and the bank has a roster and

everything needs to jive when he gets there. Everything is faxed or e-mailed over to them from Lisa. And when he gets there, everything has to match up, all the numbers, the names and number of checks, all this stuff. Everything has to cross over.

Q. So do the workers sign over the checks to Agustin so he can use them at the bank?

A. They just sign the checks. And he goes, because for each individual man, they don't have a vehicle. So it's just a convenience for the men to have him do that.

Q. Is there a check cashing fee?

A. No.

Q. Have you had -- have you observed Agustin -- and everything you just said about the way that the pay works, is that all the same for 2015?

A. Yes.

Q. So have you had an opportunity to observe Agustin supervise the workers in the fields?

A. Yes.

Q. How does he go about supervising

A. In Mexico.
Q. Okay. The none H-2A --
A. I'm sorry the non-H-2As, yes.
Q. Who interviews them?
A. Agustin, because he speaks Spanish better than I do.
Q. Will anyone else meet with the non-H-2A worker during this interview process?
A. If need be, I will.
Q. Do you typically meet with them?
A. No.
Q. So typically, when a non-H-2A worker is hired, they just meet with Agustin?
A. Typically.
Q. Is that true for 2015?
A. Yes.
Q. Now, the H-2A workers, you say they interview in Mexico, who do they interview with?
A. I believe the company's name is CSI.
Q. Do you know what that stands for?
A. I forget. No, I don't. I forget.
Q. How does Sun Valley arrange for, you know, come to hire CSI?

A. Through NAC, National Agricultural Consultants. That's who we use for hiring of the H-2A workers.

Q. And when did Sun Valley start working with NAC?

A. I guess in late 2014 for the 15th season.

Q. Why did Sun Valley decide to work with them?

A. She was referred to us from another farmer, from another grower.

Q. Another farming company?

A. Yes.

Q. And who is she?

A. I'm sorry?

Q. You said she was referred.

A. I'm sorry, Theresa Ward. She's the owner and operator of NAC.

Q. And do you know how -- strike that. So after CSI interviewed these prospective H-2A workers, was there any further checking into these workers that Sun Valley Orchards did?

A. No.

Q. And so everything you've just told me about the non-H-2A hiring or the H-2A

hiring, is that all true for 2015?

A. Yes.

Q. So I would like to ask you a little bit about when the workers arrive at the farm. So what happens when the workers first arrive?

A. Well, they have what I like to say, what I like to call orientation of some sort. They're trained on, what's it called, safety and things like that around the farm. There's a video. They sign a roster that they were presented the video, that they understand everything on the video. The H-2A workers are, it's usually the day they arrive, they all go to the Social Security office, get a Social Security number.

They are then, then they come to our office and they're all, they all have a photo ID worker card that's clipped on their shirt and that's how they're identified every day. That's how they're clocked in each day for payroll. So yeah, they're all input into the system. They get their picture taken. They get their ID card. They go back to the camp. And they start work the next day after that usually. If there's -- if there's work.

Q. And that orientation process you described is for both non-H-2A and H-2A workers?
A. Yes.
Q. So you said "they," so you run the orientation or does someone else run it?
A. Agustin usually plays the video for them.
Q. And the video is about safety?
A. Mostly on the farm and just safe agricultural practices.
Q. And so we talked about the videos, anything else in the orientation?
A. No.
Q. Is anyone else from management present in the orientation?
A. Sometimes I may be there.
Q. Anyone else from management?
A. No.
Q. What about your Uncle Harry?
A. No.
Q. Just basically the video, they sign the roster after watching the video, is that it in the orientation?
A. Yes.

Q. Are they told anything about work hours?
A. That's all explained in the contract.
Q. So no?
A. No.
Q. Are they explained anything about housing?
A. If need be, if there's questions.
Q. Who would explain that?
A. Most likely, Agustin.
Q. Who else might explain it?
A. Maybe myself.
Q. And anything explained about meals?
A. That's in the contract as well.
Q. Anything said at the orientation about meals?
A. If there's a question.
Q. Who would explain that?
A. Agustin.
Q. Anyone else?
A. Maybe myself.
Q. And is everything you just said true for 2015?
A. Yes.

Q. So what would be said by either yourself or Agustin about housing at the orientation?

A. If the guys had any questions on as to where they're staying, where the bathrooms are, things like that, just answer any questions that might come up.

Q. And what would be said by either you or Agustin about meals?

A. I mean unless there's a question, I mean just explain to them that you get three squares a day and I don't know, just, I don't know what would need to be said. I couldn't even think if there has ever been a question.

Q. Would you explain the cost?

A. No, because again, that's in the contract.

Q. All right. Well, let's talk a bit about Agustin Hernandez. That's who we have been talking about a little bit already. So what are Agustin's duties?

A. Primarily labor, obviously.

Q. Can I just interrupt you for one second?

A. Sure.

Q. Everything you were telling me about this orientation, setting up the orientation, was that all true for 2015?

A. Yes.

Q. So let's go back to Agustin, we were talking about his duties.

A. Yes, primarily labor, obviously anything that may be associated with the labor. His responsibilities mainly would be to make sure things are going correctly in the field as far as harvesting, whether it be any kind of maintenance in the field, you know, pulling weeds, things like that. Thinning, you know, anything that the help may be doing as far as their jobs.

Also he takes, we, he assumes responsibility to keep the vehicles clean, swept out. Keep the camp clean. The kitchen is immaculate. The bathroom is clean. When I say he's responsible, he may dictate or I mean delegate to another worker to do those things, make sure that the bathrooms are transported from farm to farm or field to field, wherever they need to be. Water is in the field.

And I assume what you're really

asking for is the food. As far as the meals go, he's fully in charge of that, the kitchen. Getting the food to the camp, all the supplies it needs to make their meals. He assumes all that responsibility.

Q. And everything you said is true for 2015?

A. Yes.

Q. All right. When you say the help, are you referring to H-2A, non-H-2A workers in the fields?

A. Yes.

Q. So we've got Agustin supervises these workers, keeps the vehicles, camp and kitchen clean, involved in transporting bathrooms to the fields and water to the fields, is involved in everything associated with the meals. Any other tasks?

A. Again, I'm sure there are, but I couldn't begin to name them all. I'm sure there's a lot of significant things that he does that just get done. He assumes responsibility.

Q. Is he involved with transporting workers?

A. Sometimes.
Q. What does he do with that?
A. He may have to drive one of the buses.
Q. And who else would drive the buses?
A. The other workers that are assigned as drivers for the buses.
Q. How are they assigned?
A. Well, they have licenses, if they know how to operate a vehicle. You know, they're kind of -- I believe that's part of the orientation, I guess you could say, to determine who is going to be operating the vehicles.
Q. And who chooses who is going to operate?
A. Agustin.
Q. So we've got supervises the workers in the fields, keeps the vehicles, camp, kitchen clean, transporting the bathrooms, water and workers, doing the meals, any other tasks?
A. Again, I'm sure there are.
Q. Are those the biggest tasks?
A. Yes.

Q. And how is he assigned those tasks?
A. How does he or how is he?
Q. How is he?
A. I guess collectively through my uncle and myself and he's been with us for so long, he just, he knows how we operate and how we do things.
Q. But at some point, someone in Sun Valley management instructed him to do these tasks?
A. Sure.
Q. How is -- is there anything else about his duties that should be mentioned?
A. I don't think so.
Q. How is Agustin paid?
A. Through us every week.
Q. How much is he paid?
A. I don't know that. It's whatever, the amount of work he's done that week, he's paid for his time and his -- I don't know the answer to that.
Q. Well, do you know like his rate of pay?
A. It varies. It's based on pack-out and performance of what he does in the field.

It's based on a pack-out in the packing house, so it varies.

Q. Well, can you give me like an example just so I can understand this?

A. He'll get so much per packed out quality package. It may range from, I'm guessing, it's all actually, it's not in the contract. What the men get paid, it's in the contract. I'm trying to think how it works. I don't know if I can give you a concrete number so much per package, because I forget what it is. I have lot of numbers and stuff rolling around in my head.

Q. I mean is it more than $100 per package?

A. No, it's maybe five, six cents per package based on the quality of the pack-outs, but we're talking several thousand packages.

Q. Several thousands per week?

A. Per day. So per week, it's -- it adds up.

Q. What's in this package? How much is in each package?

A. Depending on the size and quality of the produce, whether it's peppers,

cucumbers, pickles, zucchini, eggplants, peaches, all the commodities that we grow, asparagus, he gets so much per packed out finish quality marketable product.

Q. Is it like one pepper in a package or like 30 peppers?

A. Again, that ranges, it's usually in the 50 range, but I mean it's --

Q. So it might be 50 peppers per package, five or cents per package of 50 to 60 peppers?

A. Yes, something like that.

Q. So the more good, I guess, produce that his crews bring in, the more he gets paid?

A. Yes.

Q. And is that how he's paid for the entire growing season?

A. Yes.

Q. That's true for 2015?

A. Uh-huh.

Q. Does he receive any other type of pay?

A. No.

Q. He's not paid hourly?

A. No. I'm sorry, I don't know. I

don't know if he -- I forget. I don't know.
Q. Who would know in management?
A. I think he is paid hourly. He keeps track of his hours. Yes. And then he gets a percentage on the packages as well.
Q. By percentage, you mean like perhaps five or six cents per package?
A. Right.
Q. Who knows the most about how he's paid from Sun Valley management?
A. Probably Agustin. Oh, from Sun Valley management. It doesn't sound like it, but I guess it would be me, but I would have to go back and review his file to see exactly how it's written up.
Q. Is he paid anything for the number of hours that other, that other workers in the fields work?
A. No.
Q. Now, how much of the year does Agustin work with Sun Valley?
A. Nine months.
Q. From when to when?
A. February to I'd say October.
Q. And how long has he been working

with Sun Valley Orchards?

A. I'd have to look, but I'm guessing more than 25 years.

Q. And has he ever taken time off between -- is it always February to October for the last 25 years?

A. For the most part.

Q. Has he ever taken time off during, between February and October?

A. Relatively speaking, no.

Q. Did he ever take more than let's say a week, did he ever take a week off during that time?

A. If there was an emergency in Mexico, or even a local emergency, maybe if need be.

Q. And when was the last time he took a week off?

A. I don't know.

Q. If he wanted to take off some time from work, who would he -- who would he ask?

A. My uncle or myself. Yeah.

Q. And when was the last time he asked for time off like that?

A. I can't remember when.

Q. Would you automatically say yes?
A. No question.
Q. Why do you say that?
A. Because if he's asking for time off at that, in that time of the season, there's a really good reason for it and it's none of our business.
Q. Would he have to notify you -- has ever taken off without asking?
A. No.
Q. I just want to recircle back to a prior topic about pay, if you don't mind. So we said that he is paid hourly and based on the amount of -- based on the amount of packages that his crew brings in. Is there any other ways that he's paid?
A. No.
Q. Does he ever get a bonus?
A. We used to do that, we haven't for some years now.
Q. When did you stop the bonuses?
A. I don't know. I would have to look.
Q. What was the bonus based on?
A. Hours worked primarily.

Q. By?
A. Him.
Q. So if he worked many hours, Sun Valley would give him a bonus?
A. Yes.
Q. Why did that stop, that form of payment?
A. Because we changed the way of -- that he gets paid and we agreed collectively, him, my uncle and myself and my brother, I mean we all sat down like this and we agreed that we're going to have to stop doing any kind of bonuses for anybody.
Q. Why?
A. Just for cutbacks. Cutting back on payroll; saving money.
Q. Is Sun Valley Orchards less profitable now than it used to be?
A. Yes.
Q. What is your profit margin at Sun Valley?
A. I don't know. I can't answer that directly without looking.
Q. Are some years you're worried you're not going to make any profit?

A. Yes, last year, we didn't.
Q. What about in 2015?
A. Yeah, I believe we did. Again, I would have to look.
Q. Is that something that concerns you a lot?
A. Yes.
Q. Could you approximate your profits say in 2015 compared to prior years?
A. I can't. I know it was less.
Q. Okay. So in terms of the pay for Agustin, is he paid -- well, H-2A workers arrive, in 2015, they arrived in April?
A. Okay.
Q. And when did the other workers in the fields arrive?
A. I don't know. It varies.
Q. March or April?
A. Again, it -- possibly.
Q. I mean is there a period of time when between when Agustin starts and when the workers in the fields start?
A. Yes.
Q. How long is that typically?
A. Approximately if maybe a month.

He'd have to get the camp ready and things like that, just in preparation.

Q. What else does he do in that time period?

A. He may thin trees, peach trees. Not thin, I'm sorry, trim.

Q. Anything else?

A. No.

Q. And how is he paid during that period of time before the field workers arrive?

A. By the hour.

Q. Any other way?

A. No.

Q. Is there any period of time that he works at the end of the season after the H-2A or domestic workers have left?

A. No.

Q. All right. So do you think in 2015, was he doing these tasks during that first month of getting the camp ready and trimming the peach trees?

A. Sure.

Q. And he was paid by the hour then in 2015?

A. Yes.

Q. Is that the same rate that he's paid during the growing season?

A. Yes.

Q. So he's paid the same hourly rate from February all the way to October?

A. Yes. I'm sorry. Yes.

Q. And then on top of that, when the field workers arrive, he's also paid an extra amount based on the amount of packages that his crews bring in?

A. Correct.

Q. What instructions has Sun Valley Orchards given Agustin in terms of having to do his job?

A. Again, he's been with us for so long, it kind of goes without being said. It's kind of one of those things. But at some point, yeah, I'm sure it was all spelled out and explained to him 25 years ago.

Q. Who likely would have explained that?

A. At that time, most likely my father, but collectively probably him, the owners at the time.

Q. Have you ever had to explain to him

how to do something?

A. I'm sure I have.

Q. And what kinds of things does Sun Valley management tell Agustin in terms of how to do his job?

A. Just how we would like things harvested, you know, we explain to him how we package things, so he understands how to harvest. We explain to him how we can sell certain products and how they have to appear or be packed out to be able to make it a marketable product. I don't know. I mean again, it just kind of, he kind of sees it, the gist of everything. He's one of the team players that he just sees the big picture and he understands. He has been there so long.

Q. And what instructions has Sun Valley management given him about how to supervise workers?

A. I don't know that I can say. I mean it may vary. I haven't had to do that for quite sometime, because again, his time that he has been there. We kind of, we respect how he conducts himself and how he would, he likes things done in the field, on the field level.

So we kind of, we let him police that. And if we see a problem, then we intervene.

Q. Have you ever intervened with a problem, has Sun Valley ever intervened?

A. No.

Q. Has Sun Valley Orchards ever considered disciplining him or firing him?

A. No.

Q. Has Sun Valley Orchards ever considered hiring another supervisor to supervise the workers in the fields?

A. No.

Q. What would be grounds for firing Agustin?

MR. SCHULTE: Objection. Speculation. You can answer, if you know.

THE WITNESS: Anything, any kind of criminal act against the company. Drugs. Just any kind of abuse, things along those lines.

BY MR. HEYMAN-KANTOR:

Q. What if he yelled at workers, would that be cause for discipline?

MR. SCHULTE: Same

objection.

THE WITNESS: Yeah, I don't know how I would answer that. Would it be called for discipline or to fire him?

BY MR. HEYMAN-KANTOR:

Q. If you saw him yelling at a worker, what would you do?

A. Intervene, ask him why. I wouldn't fire him on the spot, nor could I do that legally.

Q. Why couldn't you fire him on the spot?

A. Well, it's like a three strike rule is what we go by in our protocol.

Q. And what if he sold cigarettes, would that be allowed?

A. I don't know. Would it be allowed? Would it be allowed? If I don't know it's happening, what can I do about it?

Q. Well, if you found out he was selling cigarettes, would that be a -- would that be a problem for Sun Valley Orchards?

MR. SCHULTE: I'm just going to have a blanket objection to the

whole line. We are talking about something that's complete speculation here. There's no facts of any of this.

THE WITNESS: Yeah, can I just say I don't know. I don't know.

BY MR. HEYMAN-KANTOR:

Q. What if he were selling beer at Sun Valley Orchards?

A. That's kind of the same angle, I think. If he was selling beer at Sun Valley Orchards? I believe that's between him and the help.

Q. So you wouldn't have a problem with that. You wouldn't tell him to stop?

A. I wouldn't encourage him to do it.

Q. Would you tell him to stop?

A. If it got out of hand.

Q. What does that mean?

A. If it got to the point where my workers couldn't work, and that's never happened.

Q. Does Agustin work for any other employers?

A. No.

Q. When he works for Sun Valley

Orchards, does he bring any of his own equipment?

A. No.

Q. And when Sun Valley Orchards pays him, does Sun Valley Orchards take out taxes?

A. Yes.

Q. Take out Social Security?

A. Sure. Whatever is required by law.

Q. Does Sun Valley Orchards give him a W-2 at the end of the year?

A. Yes.

Q. Does that W-2 cover all of his earnings?

A. Sure.

Q. Including the hourly rate that he's paid?

A. Yes.

Q. Including the amount he earns off the packages?

A. I'm sure it does.

Q. I want to talk a little bit more about your uncle, Harry Marino, Jr. So you said he directs the crew. What does that involve?

A. Well, basically, again, he, every

day, he speaks with Agustin and if it's not clear where to pick up where we left off the day before, he'll explain to him, he'll lay out the day and Agustin will disperse a crew accordingly.

Q. Will he tell Agustin which fields the workers should be working in?

A. Well, not the individual workers, he would leave that to Agustin, so no.

Q. So Harry will say, for example, we need workers to be in these different fields. He'll identify the fields that workers need to work in?

A. Yes.

Q. And will he state how many workers need to go in the fields?

A. He may.

Q. So he might say we need 20 workers to go to field X?

A. Correct.

Q. And does Agustin have, does Agustin have to follow those directions?

A. Yes.

Q. Okay. So Harry, when does he have this conversation, Harry, with Agustin?

A. Prior to the beginning of the workday. Maybe quarter of six in the morning, whatever, whenever time we're starting.

Q. And how many days a week does this conversation happen?

A. Most likely seven.

Q. Seven days? Yes?

A. I'm sorry, yes, yes.

Q. Does Harry have any other interactions with Agustin regularly?

A. No.

Q. Does Harry do anything else in terms of directing the workers?

A. No, usually, no.

Q. You said Harry is involved in setting the planting schedule.

A. Yes.

Q. What does that involve?

A. On how we schedule the actual plantings in the field, when we begin and where it's going to be planted. What's going to be planted, different varieties, things of those nature -- of that nature.

Q. Let me actually back up. In terms of directing, how does he know which set of

fields the workers do?

A. Again, he has been doing it all his life and he'll know what crop needs to be harvested first depending on what the weather may be. He may assume it might rain tomorrow or the next day, so he'll direct to go here first to be sure that that gets harvested, because that's more ready than say field Z. So he might do field X first. And it's just kind of an experience kind of thing where he'll take a visual and that's how he bases his decision.

Q. So will he drive out into the fields to observe?

A. Yes.

Q. And does Agustin ever disagree with Harry's decisions?

A. No.

Q. And now, earlier, you referred to, you have not talked about -- when you talk about management, you've talked about the owners of Sun Valley. Is there anyone who is not an owner who is also in management at Sun Valley?

A. Yes.

Q. Who?

A. Just a few other employees. They're employees, no ownership whatsoever, but they've shown responsibility and yes, they're in management.

Q. What are their names?

A. Dominic Marino. Monica Constantino. And I think that's generally it.

Q. What does Dominic Marino do?

A. He runs the packing house.

Q. Anything else?

A. Again, an array of -- a plethora of many other things.

Q. Does he doing anything involving workers in the fields?

A. No.

Q. What about Monica Constantino?

A. She also helps in the warehouse, shipping and receiving. Nothing with the labor.

Q. And is Dominic Marino is a relation?

A. He's my son.

Q. Why don't you refer to Agustin Hernandez as being in management?

A. And I'm sorry, and Agustin as well.

It just goes without being said, yes, Agustin as well.

Q. I want to talk to you in a little more detail about the workers in the fields. So in 2015 -- actually, let me back up. Is everything you just said true for 2015?

A. Yes.

Q. Okay. So in terms of what the workers in the fields do in 2015, did the H-2A and non-H-2A worker do the same tasks?

A. Yes.

Q. And would the workers be sent to multiple fields at once?

A. At once or in one day?

Q. In one day.

A. Yes.

Q. How many fields?

A. It would vary. Four, maybe five throughout the day, depending on where stuff is located and where we planted things that year. Each year is different. And each day is different.

Q. What would be the most number of fields you might have workers on in one day?

A. Four to five I would say.

Q. And how far apart are these fields from each other?

A. Some of them may be in close proximity to each other. Again, depending on the -- what the actual product may be, what's in season right then. Again, it varies.

Q. What would be the furthest that let's say one worker might be working from another worker in the fields on a given day?

A. Five, 6 miles.

Q. And are there different, are there different like crews would you say, like workers who typically work together at different fields?

A. Yes. Generally, the men police that themselves and they'll more or less form crews themselves, not themselves, but some men prefer working, they may be family, friends, things of that nature, where they would tend to want to work together as a group.

Q. And Agustin will decide which workers go to which fields?

A. Sure. If they request that, then that's absolutely, it just makes for, you know, no animosity, stuff like that.

Q. They might be working four or five fields at the same time?
A. The same day.
Q. Could it be the same time as well?
A. You mean different crews?
Q. Right.
A. Generally, we may have three, if you want to call them crews, separate crews that may be in three different fields or farms at the same time, yes.
Q. And could those fields or farms be 5 miles apart from each other?
A. They could be.
Q. And is there any supervision -- so Agustin can't be in more than one farm at the same time, so how are the workers supervised at the other farms?
A. He'll delegate to another responsible worker, say I'm going to go check on that group over there picking peppers, could you just kind of, you know, keep an eye on these guys and keep them in line, not in line, but you know what I mean, just keep them doing what they have to do and I'll be back.
Q. And is there water in the fields?

Q. Never during 2015?
A. Not that I know of.
Q. How can you be sure of that?
A. I mean I ask the help. I constantly ask Agustin, the guys have water. Everybody is good. Everybody is okay. How's everything at the camp? I constantly, I feel like I follow up on that as much as I can. As far as I know, nobody has ever brought it to my attention that they've not had water in the field.
Q. And do you ever drink from these coolers?
A. Sometimes.
Q. How does it taste?
A. Fine.
Q. Have you ever tasted an iron taste in it?
A. No. No.
Q. How many hours -- what's the workers' schedule on the fields?
A. That varies as well.
Q. Typically?
A. Typically, work is offered seven days a week. They're not required to work

seven days a week. There's ample hours offered, they're not required. Typically, typically, in the heat of the season, right now, is not so, but when we're harvesting heavily, it could be upwards of a ten-hour day.

Q. How many days a week?

A. They're offered seven.

Q. And how many -- is there a minimum number of hours or days that workers have to work?

A. They're not required to work anything. We're required to offer a minimum of 40 hours, which we do.

Q. So if a worker worked, decided he wanted to work three days a week, would that be okay with Sun Valley?

A. They would have to be okay, or the contract says that we have X amount of, you know, they would be -- I don't think it says expected, whatever it says on the contract. However the wording is, that we work potentially seven days a week and potentially every bit of 40 hours a week, ranging from 40 to X, whatever it says in the contract. So if that man doesn't feel as though he fits that

conditions. It varies.

Q. More than once a day typically?

A. At least twice a day.

Q. Are you ever with them during their breaks?

A. Sometimes.

Q. And have you ever seen them drinking anything on the breaks or in the fields other than water?

A. Yes.

Q. What have you seen them drinking?

A. Gatorade mostly.

Q. Anything else?

A. No.

Q. And Agustin sells those Gatorade to the workers?

A. I would assume so.

Q. You never asked?

A. No.

Q. And no one has ever told you?

A. No.

Q. And have you ever had a conversation with Agustin about the Gatorade or other drinks he may be selling in the fields?

A. No.

Q. All right. Let's talk about the actual meals. So what is the arrangement? How do workers eat?

A. They're offered a meal plan for their breakfast, lunch and dinner that they can participate in or they can choose not to. Yeah, I mean that's pretty much the gist of it I guess.

Q. Who offers the meal plan?

A. Agustin does.

Q. And how much does he charge for it?

A. Again, I believe that varies, I don't know the exact answer to that. I know it's a weekly charge and whatever the -- what's it AR or AWR, whatever that acronym is, it never exceeds that. It's usually well below that.

Q. Are you referring to the adverse effect wage rate?

A. So I guess it's not that. There's a number that they determine, it's, I don't know what it is right now, what the current, I believe it's 12 something or 11 something per day and it's under that. Always is. He knows he cannot exceed that.

Q. How does he know that?
A. He's told, I tell him. Because each year, I believe it changes almost every year, I believe.
Q. So you tell him each year what the new rate is?
A. Yes, I'm sorry.
Q. And did you tell him that in 2015?
A. I'm sure I did.
Q. At the beginning of the season?
A. Yes.
Q. And do you remember in 2015 when you had this conversation with him?
A. No.
Q. And what else did you say to him other than that maximum rate?
A. Nothing.
Q. And what other things -- scratch that. And you said you eat there once, you typically eat there once a week?
A. Maybe a little bit less than that, but typically.
Q. And how much does he charge you?
A. Normally nothing.
Q. Anyone else from Sun Valley

management eat there?

A. No.

Q. Why do you eat there?

A. Comradery with my men.

Q. And how does Agustin determine how much to charge the workers other than going below that maximum rate?

A. He bases it on his cost of buying the supplies, what it costs to prepare it, and there's no profit made and he can't lose money. There's no profit made. So that's what it's based on.

Q. How do you know there's no profit made?

A. I make sure he knows -- he knows the laws. He goes to meetings with me. He knows the laws.

Q. So you've told him that you can't make a profit off this?

A. Yes. And he's been told that at meetings and he understands that.

Q. What meetings are these?

A. Labor meetings that are held throughout the different counties that, you know, prior to the season beginning and there's

meetings held.

Q. So he -- these are meetings with the US Department of Labor?

A. Yes.

Q. And he will come to those meetings?

A. Yes.

Q. Will he come with people from Sun Valley management?

A. With me.

Q. And he did this in 2015?

A. Yes.

Q. And did you ask him to come with you to this meeting?

A. Yes.

Q. Why, why did you ask him to come with you?

A. Because he's directly responsible for that.

Q. What do you mean for that?

A. For the meals. I want him to be aware of the rules and regulations.

Q. So how do you -- is he paid during the time that he comes to the meeting?

A. No.

Q. When does the meeting take place?

A. Usually at nighttime.
Q. He comes with you to these meetings every year?
A. Yes.
Q. Do you require that he attends?
A. I don't require it. If he can't go for whatever reason, then he'll make it to the next one or whatever.
Q. Would he have to explain to you why he can't make it to the meeting?
A. He wouldn't have to. He could just say I can't go, I have a prior arrangement or whatever.
Q. So for these meals, who buys the groceries?
A. Agustin.
Q. And how does he pay for them?
A. I guess with his own money.
Q. And how many workers participate in the meal plan?
A. I don't know that.
Q. Approximately?
A. Most all of them.
Q. How many do you think do not participate in it?

A. I don't know.
Q. Fewer than ten?
A. Possibly. Maybe ten.
Q. Why do you -- scratch that. Strike that.
And are workers explained that they have a choice about the meal plan, is that ever explained?
A. I believe that's in the contract and I'm sure at some point they are, yes, orientation or --
Q. Have you heard that, have you said that at orientation?
A. I haven't.
Q. Has Agustin?
A. I'm sure he has.
Q. Have you heard it when you attended orientations?
MR. SCHULTE: Objection. The record said that he sometimes does.
THE WITNESS: Sometimes.
BY MR. HEYMAN-KANTOR:
Q. Have you ever heard him say this at the orientations?
A. In the question is brought up, if

someone has a question about it.

Q. So some orientations he said it and some he hasn't, would that be fair?

A. Yes.

Q. Do you know whether in 2015 he told workers that the meal plan was optional at the orientation?

A. I'm sure he did, because that was our initial year that we got involved in the H-2A, so we had a lot of new workers. So I'm sure there was a lot of explanation that year.

Q. But you don't specifically remember?

A. No.

Q. So in addition to being told the maximum amount that he can charge workers for meals and that he can't earn a profit off the meals, what other guidance does Sun Valley give to Agustin about the meals?

A. None.

Q. There's no other oversight at all?

A. No. We respect that he'll conduct that in a professional manner.

Q. Has Sun Valley management been told anything about keeping records of purchases?

A. Yes. And he, yes, he keeps all his receipts, yes.

Q. And Sun Valley management has asked him to do that?

A. Yes.

Q. Is that you who asked him to do that?

A. Yes. It's brought up at the meetings that should there be an issue or a question, that's going to have -- that's required. That's the first thing they're going to ask for.

Q. And that is the meetings with the US Department of Labor?

A. Yes.

Q. So in addition to that, there have been other times when you told him, when you told Agustin that he should keep his receipts?

A. Yes.

Q. And has Sun Valley, anyone from Sun Valley Orchards asked to look at those receipts?

A. No.

Q. Never?

A. I don't think so. I haven't.

Q. Okay. So it seems like we have three things now, don't make a profit, don't sell the meals for more than a certain amount, keep your receipts. Is there anything else besides that that Sun Valley Orchards has told him to do with respect to the meals or the kitchen?

A. Just -- no, I don't think so.

Q. It seemed like you were about to say another thing.

A. No, I think that's it.

Q. Now, when did Agustin start being in charge of the kitchen?

A. 2015. Prior to that, he was still in charge of the kitchen, however, we -- yeah, 2015 that he was fully in charge of the kitchen.

Q. And why the change?

A. It just felt like us -- we had nothing to do with it anyway, so we just let him assume all responsibility.

Q. So what was it like before 2015?

A. The only difference was we paid the cooks. That is it. They got a paycheck from Sun Valley. Other than that, nothing changed.

Q. Who are the cooks there?
A. I don't know. I don't know their names.
Q. Who would know other than Agustin at Sun Valley Orchards?
A. Nobody. Agustin.
Q. So Sun Valley Orchards paid the workers, the kitchen staff?
A. Yes. The cooks most likely have changed since then. There's probably three different people now.
Q. So in 2014, for example, do you remember who were the cooks then?
A. I don't remember. I don't know their names. I'm sure we have it on file. We have a file for them.
Q. So would Lisa Justice have produced checks for them?
A. Yes, she'd be able to pull that, yes.
Q. And were those -- how much were the kitchen staff paid in 2014?
A. I forget. I don't know.
Q. Do you know if they were paid on a weekly or an hourly basis?

A. It was -- I don't know. I forget the last time we did it, I forget.

Q. Do you know if there was any turnover between the 2014 season and the 2015 season in the kitchen?

A. I'm sorry, turnover?

Q. Were the cooks in the kitchen the same people in 2015 as in 2014?

A. I don't know that. I don't know.

Q. Do you know who Agustin Hernandez is married to?

A. Currently, I should. She's one of the cooks. Current cooks. I forget her first name. I should definitely know it and I do know it. No, I guess no.

Q. All right. Well, she's Mrs. Hernandez I imagine?

A. Yes.

Q. So was she working in 2014 as a cook?

A. I don't know. I don't know.

Q. So before 2015, did the workers, how did the workers pay for the meals?

A. I don't know exactly.

Q. Well, who did they pay for the

meals?
A. Agustin.
Q. And how were the groceries obtained?
A. Agustin.
Q. And did he change the amount that he was charging workers after, beginning in 2015?
A. I don't know. I don't know.
Q. So what's -- what's in the kitchen, refrigerators, freezers, what's in there?
A. Yes, just kitchen equipment, cooktops, ovens, sinks, refrigerators, freezers.
Q. How many freezers are in there?
A. I don't know. Three to four. Freezers, two.
Q. They're like standalone freezers?
A. Yes, I believe so.
Q. And how many refrigerators?
A. Three to four.
Q. And how many stoves?
A. There's three 6-burner stoves.
Q. And how many ovens?
A. I think three.

Q. Any other major appliances like that?

A. No.

Q. And when were the refrigerators and freezers and the ovens purchased?

A. I don't know.

Q. More than five years ago?

A. Possibly. Most likely.

Q. Who purchased them?

A. Most likely Sun Valley. The original equipment, Sun Valley. The ovens, the stoves, all the sinks, all the necessities, I know there's more equipment in there now than there used to be, Agustin probably put a few of them in there.

Q. But the fridges and the freezers were purchased by Sun Valley itself?

A. The initial equipment, yes.

Q. Well, you mentioned three ovens, three stoves, two freezers, three to four refrigerators, those were all purchased by Sun Valley?

A. I don't know. I don't know, the freezer, at least one freezer and at least two fridges.

Q. And how much did those freezers and refrigerators cost?
A. I don't know.
Q. And Sun Valley Orchards pays for the gas and electricity?
A. Yes.
Q. So Agustin, does he have to contribute to that?
A. No.
Q. Why did you change the way kitchen staff -- why did Sun Valley change the way kitchen staff were paid in 2015?
A. Again, we had nothing to do with it as it was, so we just, we asked Agustin if he would just assume full responsibility.
Q. And before 2015, Sun Valley Orchards was taking out tax and Social Security from the kitchen workers' checks?
A. Yes.
Q. Was there any conversation with Agustin about how he was going to do that?
A. No. No. Yes. We suggested that he open an account and do it all through a payroll service, a local payroll service. I don't know if he did that or not.

Q. So if workers did not want to eat, did not want to participate in the meal plan, how would they -- what would they do?

A. I guess they would prepare their own food.

Q. And how would they do that?

A. However you prepare food I guess. We were, we're required to bring them to town once a week, which we do. And they can purchase food that way, I would assume and take it upon themselves to pay way more than 11 bucks a day to eat. I'm not sure why they would do that, but I guess they could do it that way.

Q. And could they cook in the kitchen?

A. We would accommodate, he would accommodate, if need be.

Q. How do you know that?

A. I guess I don't know anything for sure, but I mean I would assume that he would. He would accommodate however need be.

Q. I mean did you ever tell him or did anyone at Sun Valley ever tell him that he needs to allow the workers to cook on their own in the kitchen?

A. No.
Q. So why do you think he would accommodate them?
A. Because I've seen guys in there before, you know, I'll get done some days relatively late and I'll be going through just passing through and I may peek in and I'll see guys in there making grilled cheese or whatever.
Q. What time is this, what time of day?
A. It varies. Like 8:00 o'clock. 7:00 o'clock, well after the guys have been home and they've eaten supper. I've seen that in instances.
Q. 7:30 p.m.?
A. Yes.
Q. Do you ever see them cooking at other times in there?
A. No, because again, I'm always working.
Q. You eat lunch once a week there, do you ever see them, workers cooking on their own during lunchtime?
A. No.

Q. Have you ever talked to workers about whether they use the kitchen to cook on their own?

A. No.

Q. So you were saying that workers can be, get transported outside of Sun Valley?

A. Yes.

Q. Let me, let me -- so Agustin basically had complete control over what happened in the kitchen?

A. Yes.

Q. So if he wanted to prevent a worker from cooking there, he could?

MR. SCHULTE: Objection, speculation. Go ahead, if you know.

THE WITNESS: I would assume so.

BY MR. HEYMAN-KANTOR:

Q. I mean would Sun Valley do anything to stop him from doing that?

MR. SCHULTE: Again, same speculation.

THE WITNESS: I don't know.

BY MR. HEYMAN-KANTOR:

Q. Who would know?

A. It would be me. I don't know if -- that's never been an issue, so I don't know what the situation would involve.

Q. So you're saying that Sun Valley Orchards provides free transportation to workers once a week; is that right?

A. Yes.

Q. Was that during 2015?

A. Yes.

Q. For the entire growing season?

A. I believe so.

Q. Did they do that, did Sun Valley Orchards do that in 2014?

A. No.

Q. So when did it first start?

A. Fifteen.

Q. When in 2015?

A. I'm not sure of that. I could look at our records, because we, obviously, we get charged for when they provide that service.

Q. A bus company provides the service?

A. Yes.

Q. What's the name of the bus company?

A. B.R. Williams.

Q. B.R. Williams?

A. Yes, bus company.
Q. And what buses do they provide?
A. It's like a school bus.
Q. And they send Sun Valley Orchards an invoice?
A. Yes.
Q. And that invoice says all the dates that the buses were provided?
A. Yes.
Q. And how many people can fit on that school bus?
A. I would say at least 40. I'm not exactly sure. I'm not a --
Q. And where did the school bus go?
A. To Bridgeton.
Q. To what?
A. Bridgeton.
Q. Bridgeton?
A. That's a nearby town.
Q. How do you spell that?
A. B-R-I, Bridgeton, like Bridge, town. Or ton, T-O-N, not town.
Q. And what's in Bridgeton?
A. So that was the closest town that had a laundromat, like convenience store, like

Wal-Mart all in the same complex. So that's where we chose to go.

Q. Is there a name for that complex?

A. I'm sure there is. I don't know what it is.

Q. I guess if I looked for Wal-Mart and Google in Bridgeton, I'd find it?

A. I'm sure, yeah.

Q. And how are workers told about the bus?

A. Just verbally through Agustin. And it's offered every week on Thursday evening. And they know that through Agustin.

Q. What time on Thursday?

A. Again, that varies. This time of year, I believe they probably come at six or 6:30. And then when we get busier, I believe it comes at 7:00.

Q. So it departs from Sun Valley Orchards at that time?

A. Yes.

Q. And what time does it return?

A. Whenever the guys are done with their laundry or shopping. The bus stays there until the last man is on the bus, so it varies.

Q. And you said that Agustin tells the workers about this bus?
A. Yes.
Q. Does he tell them about it at orientation?
A. Perhaps.
Q. Have you heard him tell the workers about it?
A. No.
Q. You assume he tells them?
A. Yes.
Q. Has anyone else from Sun Valley Orchards management told the workers?
A. No.
Q. Now, in the dining area, are other things sold other than the meals?
A. I don't know.
Q. Have you ever seen sodas being sold?
A. Mostly Gatorade. I don't know. I don't know of anything else. I mostly see Gatorades.
Q. Have you seen chips being sold?
A. Yes.
Q. Soap?

A. Soap? No, I've never seen that.
Q. Have you seen shampoo being sold?
A. I would never eat soap or shampoo. I've never seen them sold at lunchtime, no.
Q. How about instant noodles, like soup?
A. No, not that I take notice.
Q. Pastries?
A. Perhaps, on occasion.
Q. So you've seen chips, Gatorade, and possibly pastries being sold. Have you seen anything else being sold from the kitchen area?
A. No.
Q. At other times other than lunch?
A. No.
Q. And who sells these items, the chips and the Gatorade and pastries?
A. If Agustin is there, I guess Agustin, I would assume.
Q. Anybody else?
A. I don't know.
Q. Were these items being sold before 2015?
A. I don't know.
Q. Have you ever seen beer being sold?

A. No.
Q. Do you know if Agustin kept receipts for these items?
A. I don't know.
Q. So you told him to keep receipts for the meal purchases?
A. Yes.
Q. But did you tell him to keep receipts for these purchases?
A. No.
Q. Why not?
A. Because by law, I'm required to keep the receipts for the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards.
Q. So Sun Valley Orchards offers the meal plan, but not --
A. We offer it in the contract. It's known to them that we will, Sun Valley Orchards as a company has the means to provide a meal plan.
Q. And that is true for 2015?
A. Yes.
Q. So the guarantee is that Sun Valley Orchards in 2015 -- okay. Scratch it. I got

I don't know. I don't recall.

Q. Did workers have anything they asked to be changed?

A. As far as in the field?

Q. Anywhere.

A. Not that I recall. I don't remember.

Q. Is it possible they said something about that and you didn't understand it?

A. That I didn't understand it? No. I understand Spanish. No, I would understand it. I mean I would have definitely got the gist of it. Is my Spanish perfect, no.

Q. And I mean how did you feel during this meeting?

A. Disappointed, let down. Nervous that I needed to replace 19 guys that can do an awful lot of work if they put their mind to it and I had a lot of asparagus in the field growing. And I was kind of nervous that I wasn't going to get it cut.

Q. And so what, so you say in English like, so you said to them, did you say to them, you know, if you want to leave, you can leave?

A. Yes. I told them, I said it's your

choice, if you want to leave, I can arrange that, but it's going to take me a little bit. It's a process. I explained to them it's a process and this is something new for me and I'll do whatever I have to do to get you guys back home.

Q. And what word did you use in Spanish for leave?

A. Salir.

Q. Is that spelled S-A-L-I-R?

A. That's correct.

Q. And I'm just, you know, do you use, do you like -- do you -- how is your conjugation, I just want to understand?

A. Conjugation is not 100 percent. That's probably my biggest fault with my Spanish, but I believe I get the point across. I mean it's a verb is a verb. It's to go, I would say salir. Like if I was saying you guys are going to go, I mean properly it would be salir nos or mos or something like that. I don't necessarily do that every time. But I mean the guys are sitting there shaking their head and they understood me and Agustin would help me out. He would reiterate some of the

things I would say. And if there was something I wasn't sure of, I would speak directly to him in English and he would say well, he said or he wants to say or what he's trying to say, you know, so we were all on the same page.

Q. So the word you said properly would be S-A-L-I-R, N-O-S, is that --

A. No R, S-A-L-I, N-O-S, I believe. Salir -- no, there is an R, salir nos.

Q. And is -- all right. So when you speak in Spanish, you use the, are you familiar with the indicative tense versus subjunctive tense?

A. I guess.

Q. Imperative tense, do you know imperative tense?

A. Yes, I guess you could say that.

Q. Do you use the words differently for imperative tense?

A. I don't know. I don't know.

Q. And what things did Agustin translate for you during that meeting?

A. I don't know exactly, but just things that I want to be certain that they understood and I was clear or maybe I said it.

Then I would ask him to reiterate it in perfect Spanish. I mean by all means, I'll say it again and again, my Spanish is not 100 percent, but I don't think my Spanish is on the stand. If that's in question, then yeah, it's questionable, but for the most part, I get a lot of work done with my guys and that's all I do is speak Spanish all day long.

Q. And was Agustin translating the entire time during this meeting?

A. No, no.

Q. How much of what you said did he translate?

A. Twenty, 30 percent.

Q. But you don't remember what he translated versus what he did not?

A. No. If you're going to switch gears, could I use the restroom real quick?

Q. Sure.

A. Unless you want to continue on the same topic.

Q. I will be done in the next ten to 15 minutes, is that okay?

A. Yes.

Q. Then we're going to talk a little

bit and see if there's more question.

A. That's fine.

Q. You know what, why don't you go to the bathroom.

A. Are you sure?

MR. GLICK: This is good. I would like a break.

MR. HEYMAN-KANTOR: He wants a break.

- - - - -

(A recess was taken at this time.)

- - - - -

BY MR. HEYMAN-KANTOR:

Q. So after the meeting, after this meeting ended with, what was the final thing that was said at the meeting?

A. That I would do what needs to be done to get them back home. Paperwork and transportation and stuff like that.

Q. And was it quiet in the fields when this conversation happened?

A. I mean there was no -- there was maybe one tractor going back and forth, a small tractor picking up the asparagus that the guys were cutting. And there was traffic in the

background, but yeah, it was relatively quiet.

Q. I mean did that interfere with hearing?

A. I don't believe so.

Q. And have you told me everything about this meeting?

A. Yes.

Q. And so then the meeting ended, you said this and then what happened?

A. Well, I left and I believe Agustin went back out to the field and the guys just kind of hung out at the camp and waited to hear back from us when I found out what I had to do.

Q. And when did you see these workers next, if at all?

A. Maybe the next day when I brought all the forms there for them to sign and Agustin oversaw that they signed them. But I think I may have seen a few of the guys that day. I don't know that I saw them all. And then maybe the next day or maybe two days later.

Q. So the next day or two days later, you handed forms --

A. For them to sign that they were

leaving voluntarily.

Q. And you gave them to Agustin?

A. Yes.

Q. And then Agustin gave them to the workers?

A. Yeah. And I collected them. I went back, he collected them or I collected them and they were all signed in English and Spanish, their form. It's the right form, I wanted to make sure, because again, this was all new to me.

Q. And so I'm sorry, you collected them or Agustin collected them?

A. He collected them from the workers and then I went back and got them from him.

Q. From Agustin?

A. Yes.

Q. And where did you -- sorry, the next one or two days after the meeting, you handed all the forms to Agustin and then how much later did you come back to get the forms?

A. A half hour.

Q. And how did you see workers, you said you saw a few workers filling out the forms, how did you see that?

A. I brought a bunch of pens and said I need you all to sign and left them there in the eating quarters right there and they were all gathered. They were all starting to come out to gather to sign. And again, not everybody was out there, but I did explain to a few guys, the guys that were out there that we could -- there was several boxes to check off as to why they were returning. And I explained to them, you know, I wasn't going to check the box that said they didn't want to do the work or whatever the box said, I forget the exact wording, because Theresa actually told me, explained to me that checking that box off might make it harder for the men in the future to get return work. So there was another box that said they want to return home to, I don't know if it said family emergency or they're homesick. I forget the exact word, but I explained to them, why, you know, you guys can check this box, but it's clear I'm not firing you. It's clear I need help. And I'm willing to train you guys and do what we got to do to get you guys out here and working. But that wasn't happening. So that it was clear I

wasn't firing him.

Q. You reiterated that to them?

A. Yes.

Q. And how many workers did you say this to?

A. I don't know. It wasn't all of them right then. But they were all coming out to, they knew I -- they saw my truck and I think they were okay, good, we're going home, you know, the process, whatever, it's, they were anxious to get out of there.

Q. So there were several workers present during this conversation and was Agustin there?

A. Uh-huh.

Q. And did the workers say anything back to you?

A. Not that I recall.

Q. Did Agustin ever say anything to you about his views about these workers leaving?

A. No.

Q. So you spoke in Spanish during this meeting?

A. Yes.

Q. How long did this last, this conversation?
A. Five minutes.
Q. And what did the workers say back?
A. Nothing.
Q. And did you tell the workers they had to fill out these forms?
A. Well, it's required. I have to have proof as to why these guys are returning home prior to the end of their contract. I'm required to do that, yes.
Q. Did any of them not want to fill out a form?
A. No. In fact, I think a couple of guys shook my hand and thanked me.
Q. What were they thanking you for?
A. I'm not exactly sure, for giving them a chance. I don't -- I'm not exactly sure.
Q. And what happened next to these workers?
A. I don't remember the exact event -- sequence of events, but shortly thereafter, I believe they returned home.
Q. How did they get home?

to the farm? Those invoices are e-mailed. I'm going to say it's, if I were to guess, I believe it's more than 4,000.

Q. Is there any other things that today that you weren't, you said you didn't know the answer to that you might have something, an e-mail in your phone that would refresh your recollection?

A. It would depend on what it was.

Q. Nothing that you can recall?

A. Or what the question was. No, I don't recall directly.

Q. All right. So the workers are gone on a bus, they're gone. Now, after these workers departed -- you can put down your phone if that's okay.

A. Yeah, I'm sorry, I thought I was busy looking up that invoice.

Q. It's okay. Your estimate is enough.

A. Okay.

Q. So after those workers left, did any other H-2A or non-H-2A workers leave before the end of the 2015 growing season?

A. Yes.

Q. Who else left?
A. I don't know names.
Q. How many other workers left?
A. I'm not exactly sure. Left on their own or just work was done?
Q. Either one, separated from Sun Valley.
A. I mean either way, I don't know their names. Nor do I know the amount, the number of men. But there were, I think there were a few instances where a couple of guys may have left mid season. And then we had a group of guys that we explained to them that we just didn't have the crop and they had filled their three-quarter guarantee, I made sure of it before, that's how I came up with the names. Lisa and I went through and made sure each of them made their three-quarter guarantee before we put together any kind of list.
Q. So let's talk about that. What month did they leave in, this three-quarter guarantee group?
A. I believe it was, I want to say it was either at the very end of August or beginning part of September.

Q. How many workers were in this group?
A. I'm not sure.
Q. More than 30?
A. Possibly. For some reason, 34 is sticking out in my mind. I don't know. I forget.
Q. And tell me again why these, what happened, what the circumstances were?
A. We had a bad growing season, horrible growing season and we didn't have peppers, which is our largest commodity by volume.
Q. What kind of peppers?
A. Just regular green bell peppers.
Q. Was there bad weather or what --
A. Bad weather. It was a wet season and disease.
Q. And so Sun Valley determined that there were too many field workers?
A. Right.
Q. And Sun Valley came up with a number of workers that had to be let go?
A. Not had to be, but were asked to, explained to as to why. It wasn't just like,

12 minutes, you meant until the break or --

MR. HEYMAN-KANTOR: I'm very close now, I'm sorry. Off the record.

- - - - -

(Discussion was held off the record.)

- - - - -

BY MR. HEYMAN-KANTOR:

Q. So we were talking about the crops, the downturn of the crops in the 2015 growing season. Did Sun Valley put in any kind of insurance claim about that?

A. I believe we did. We did.

Q. What was --

A. It was just what do they call it, we did, we definitely did. It was just called crop, I forget the exact terminology, but we definitely did.

Q. And was it approved?

A. I don't know if it was approved. I don't know if the whole thing was approved. I think they were partially approved, if my memory serves me. But again, I could definitely pull those facts and figure that out.

Q. What company, do you know what the insurance company is called?

A. I don't. So that would be -- no, it would definitely be something, I could look all that stuff up back at the office.

Q. How much money did Sun Valley receive out of that insurance claim?

A. I don't know. I don't know the exact number and I forget how much we were approved for -- were in a state, was it state of emergency I believe that year? I might be the wrong terminology as well. I can't think of the terminology. It's crop, I forget, but if need be, I can get you all that. When we applied, when they came out and looked at everything. I mean they send inspectors out there to look at the product, look at the fields, inspect the fields, walk through the fields and determine just, just what the problem is.

Q. Is it a government program or private insurance?

A. I believe it's a government program.

Q. Is it the United States Department

of Agricultural?

A. It may, it may be associated with them. Again, I'd have to look it all up to be certain. I don't want to give any kind of nonfactual information, because that would be pertinent.

Q. And do you have an e-mail that you can look at on your phone that might refresh your recollection?

A. 2015, I don't think my phone goes back that far, so no.

Q. How much money did you receive out of this claim?

A. I don't know.

Q. More than $50,000?

A. If we got anything, it may have been. If we, if we got anything, it may have been. But again, I'm not sure.

Q. You definitely submitted a claim for it?

A. Yes.

MR. HEYMAN-KANTOR: I'm going to introduce as Exhibit 10 this document. Take a look at that. Do you recognize that document?

A. Absolutely.
Q. So workers who were, can we call them fired, fired, is that fair?
A. No, they weren't fired.
Q. Laid off?
A. Okay.
Q. Let go. The workers who were let go, this group of workers in August or September, did they sign any --
A. Yes.
Q. -- resignation?
A. Yes.
Q. They signed resignation forms?
A. I don't know resignation, but they signed forms that they were being let go due to crop loss, absolutely.
Q. Does Sun Valley Orchards still have those forms?
A. Yes.
Q. And so those forms say that the workers left because of crop loss?
A. Yes.
Q. So the forms that Sun Valley Orchards gave workers who departed in around May, where were those forms obtained from?

A. I believe it's -- I believe from Theresa Ward at NAC.
Q. So she would have e-mailed them or mailed them to Sun Valley?
A. Probably e-mailed me and I just made copies.
Q. Do you usually correspond with Theresa via e-mail or via phone or both?
A. Both.
Q. Were there any other e-mails that you had with Theresa about the workers departing?
A. I don't know about e-mails, perhaps, I would have to really dig back. But most of that may have been phone conversations, but there was probably a few e-mails in there. But I don't know for sure.
Q. We're talking about 2015?
A. Right.
Q. And you haven't, so you haven't checked your e-mails for this?
A. No.
Q. No one else at Sun Valley has either?
A. Not that I know of. No, nobody

else can get in my e-mail.

Q. And what about the forms in August, these workers who were let go in August or September, where did you get those forms? Where did Sun Valley get those forms?

A. From Theresa.

Q. Would those have been e-mailed or mailed to you?

A. Probably e-mailed. Yeah, e-mail.

Q. Would there have been other e-mail correspondence with Theresa about these workers?

A. Perhaps, again, I would have to dig back and look.

Q. And nobody from Sun Valley Orchards has looked for those yet?

A. Probably -- no, no.

Q. And do you know where Theresa gets those forms from?

A. I'm sure she just has them in her office. No, I don't. I don't know.

Q. And what did you do with these crop loss departure forms, can we call them that, is that fair?

A. Crop loss departure forms?

Q. The forms that were given to the August and September workers, the workers that left in August and September.

A. Just whatever their, I'm sure they have a heading, whatever. I'm sure they're called something. It's just to determine their termination of work or whatever, whatever they're called.

Q. Termination of work forms.

A. Okay.

Q. What did Sun Valley Orchards do with the termination of work forms?

A. I'm sure Lisa filed them away.

Q. Were they ever given to anyone outside of Sun Valley Orchards?

A. No.

Q. How about the forms collected in May, the workers that departed in May, Sun Valley Orchards still has those?

A. Yes.

Q. Were they given to anyone outside of Sun Valley Orchards?

A. No. They may have been given to you guys. Copies may have been given to you guys.

Q. Why did Sun Valley Orchards ask the workers who left in August or September to fill out these work termination forms?

A. To cover, so I'm covered, to explain as to why they left.

Q. To protect against what?

A. Yeah, to protect against this, this lawsuit. I mean the fact is the guys left early. They voluntarily signed that they were voluntarily leaving. And the guys that left later in the season, they signed forms and they met their three-quarter guarantee. So after the three-quarter guarantee, as far as I'm concerned, we can nitpick it and all we want but, they met their three-quarter guarantee, period. We only had the forms and the documentation to back everything up. That's just how you do things nowadays.

MR. HEYMAN-KANTOR: Mr. Schulte, we requested in our document requests all documentation, communications concerning reason for departure. We would ask that the forms related to the termination forms we have been discussing, any e-mails about

this or about the May or June workers with Theresa be given to us as soon as possible.

MR. SCHULTE: Okay. If we have them, we'll produce what's responsive.

BY MR. HEYMAN-KANTOR:

Q. And these worker termination forms, did you hand them personally to the workers or did Agustin hand them to them or --

A. It was probably between both of us that we did it. I'm not exactly sure.

Q. Were any of the workers upset that they were being terminated?

A. I don't know. I mean -- I don't know.

Q. No one complained to you?

A. No. Not to me, no. And you're talking about the group that left towards the end of season?

Q. Yes, in August or September.

A. I don't believe so, no.

Q. So far we have been talking about two groups, the group that left in August or September and the group that left in May. Were

there any other groups of workers who left during the 2015 growing season?

A. Groups of workers, no.

Q. How many other workers left during the growing season?

A. I don't know exactly. There was a few guys that left early on that just walked out of the field. There was one guy that had someone come pick him up out of the field and they just left. They just vanished. And that was all documented. It was all reported. Theresa reported it to whoever she has to report it to. So that was all kept check of. And there might have been, all my years run together, all the seasons run together, but I believe there may have been a few guys that left. I don't know if it was that season, again, they all run together. There might have been a few other guys, a couple of other guys left for whatever reason. Family emergency or what have you.

Q. During the 2015 growing season, did Sun Valley Orchards let anybody else go other than the group of workers who left in August or September that we have been talking about?

A. No, not that I know of, no.

MR. HEYMAN-KANTOR: I would like to introduce Exhibit 11.

- - - - -

(E-mail dated 8/21/15 marked R. Marino Exhibit 11 for identification.)

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Do you recognize this document? Do you recognize this document?

A. Hold on, I'm looking at it, but I don't think so. No, I don't recognize it.

Q. All right, well, you see the cc line?

A. Yeah.

Q. Do you see that it says Lisa Justice and it has your name?

A. Uh-huh.

Q. Is this --

A. But you're asking me if I recognize it. I don't recognize it. I'm sure I've maybe glanced at it.

Q. Well, does this look like the list of workers who were let go in -- that we have been just talking about?

A. I'm assuming it is, but I wouldn't know without looking and cross-referencing it with my records. But I'm going to assume it is, since you guys have it.

Q. Do you know who Warren Wicker is?

A. It's Theresa's husband.

Q. Have you interacted with him in the past?

A. Just on the phone once or twice. Not in the last couple of years.

Q. Well, all right. Well, if you don't recognize it, I'll take it back.

A. Can I look at it, so maybe I will recognize it?

Q. Sure, if you're still looking at it.

A. Like what are you asking me about it, if I recognize it and I don't at first glance, but furthermore, like what are you getting at about this document? Why is this an exhibit?

Q. Well, it looks like an e-mail from, I guess I should --

A. It is an e-mail from Warren to me. I see that.

Q. Was Sun Valley Orchards in the practice of notifying the government when workers were separated from Sun Valley Orchards?

A. That's required.

Q. And how does Sun Valley Orchards do that?

A. I call Theresa or whoever in her office that handles that or I e-mail them and tell them that they have to notify whoever they have to notify. That's part of the service that they provide. That's what their agency does.

Q. And would you send them, would you e-mail this organization the list of workers that were separating?

A. Lisa probably did, because this list looks like it's comes from our type of payroll system that we used. And she may have, you know, because I'm sure there's Heather, yeah, because the spelling is correct. I mean this had to come from some kind of a -- some kind of document that Lisa sent to them.

Q. And this reminds you of the payroll system that Sun Valley Orchards has?

A. It kind of does.
Q. Why does it remind you?
A. I'm just looking at the way it's, the format.
Q. What about the format?
A. Just the format, the way it, the font, the columns and things like that. It appears to be similar. It may not be directly. It may be something that Theresa uses. I'm not exactly sure.
Q. So you think the payroll records at Sun Valley Orchards may have had the same order, for example, of client name, process date, consulate, that kind of thing?
A. The process date. Okay. Now I'm looking at it. No, this is most likely something from her office, some kind of software that they use. Probably compiled from a list that Lisa sent them.
MR. HEYMAN-KANTOR: Mr. Schulte, we would also ask for any documents or any e-mails exchanged between Sun Valley Orchards and this organization about the workers who were separated.

MR. SCHULTE: If there are any.

BY MR. HEYMAN-KANTOR:

Q. Do you know why this e-mail says, do you see where it says workers returned for personal reasons? Do you know why it says that when in fact the workers were let go?

A. I don't know why.

Q. If this e-mail refers to the workers we have been talking about, it's inaccurate in that statement, right?

MR. SCHULTE: Objection. There's no foundation that it does.

THE WITNESS: I'm not sure how to answer that anyway.

BY MR. HEYMAN-KANTOR:

Q. Okay. That's all I have about that exhibit. I think we agreed the workers who left who were separated in August or September did not leave for personal reasons?

A. Right. Crop loss or damage.

Q. So we talked a little bit before about the ETA, ETA Form 790 commonly referred to as a job order?

A. Okay.

Q. Do you know about that document?
A. Yes.
Q. What was your role in creating that document?
MR. SCHULTE: Not even an objection, if we can clarify, he wasn't creating the form, is there a particular document that you're asking about?
BY MR. HEYMAN-KANTOR:
Q. The ETA 790 job order for the 2015 growing season, did you have a role in completing the contents of those documents?
A. Yes.
Q. What was your role?
A. Spelling out I guess the way we farmed, what we farmed, how we farm it and how we harvest it, how we take care of it and I did that collectively with Theresa.
Q. Did anyone else at Sun Valley Orchards have a role in filling out that form?
A. Not directly filling it out, but there was discussions between my uncle and I.
Q. Harry Marino, Jr.?
A. Yes.

Q. Did he give you a recommendation about how to fill out the form?
A. No.
Q. What were the discussions about generally?
A. The wording. The commodities. The one-on-job descriptions, things of that nature.
Q. And then you had a conversation on the phone with Theresa?
A. Yes.
Q. This is Theresa Ward from the NAC?
A. Yes.
Q. Did you actually, do you personally type into the form or did Theresa do that?
A. No. I probably scratched down a few things on paper handwritten or I might have even, probably handwritten or maybe e-mail and just suggestions and then her with her experience doing this for so long, she came back with a few suggestions and between the two us, we ironed out a final ETA.
Q. Did you review the entire, and I'm speaking now, we're speaking now about both job orders that were effective for the 2015 season.
A. Yeah.

Q. So --
A. They should have been almost identical, right? I believe they were.
Q. I don't remember but. So you had a conversation, there were some things you wanted in there and she typed it up and she sent it back to you; is that correct?
A. Uh-huh. Yes.
Q. And then did you review the document?
A. Yes.
Q. Was it all accurate?
A. There was most likely a few changes I wanted to make and then she made them and then, like I said, we probably -- it probably went back and forth a few times until we came up with a document that we were both satisfied with.
Q. And then you signed the document?
A. I don't think I signed that document particularly. But there is a signature page saying, stating that I reviewed the whole contract and like the whole, everything from soup to nuts and the whole packet that she puts together. That the

addresses of each farm were correct, that the contract, all that stuff, there's a signature page for that that I reviewed and approved everything, so yes, I did.

Q. You did review it before signing it?

A. Yes. Yes.

Q. And at the time, did everything look accurate to you before you signed it, the forms?

A. Yes.

Q. And now in hindsight, were those forms accurate?

A. As far as job description and all?

Q. Were there any details in the job order for 2015 that now you think are inaccurate?

A. The -- I don't know what you call it, the clause, there was a portion of it that I don't know if it was clear on the use of the kitchen and the meal plan.

Q. And what was inaccurate about that?

A. Now it's all cleared up. It could have been skewed or misinterpreted that the guys were going to be just generally

free-for-all in the kitchen, 100 guys making their own meals, when you could never have that. You could never build a kitchen big enough for that to happen. It's more spelled out. It's much more clear.

Q. And how did that -- why were the 2015 job orders written that way?

A. I don't think there's a particular reason. I just think it was an oversight.

Q. And that part of it, was that description about the kitchen and the meals, was that written?

A. That was revisited and reworded, but everything else in there is pretty much verbatim the same as it was.

Q. And what prompted you to or Sun Valley to reword that?

A. This problem.

Q. You're referring to the US Farm Labor investigation?

A. The lawsuit, yeah. Because of some miswording, we're all here today, a misunderstanding. Whatever you want to call it. Oversight.

Q. Do you think the wording in the

2015 job orders was misleading?

A. Do I think that directly? At the time, I didn't. Again, it was an oversight.

Q. What do you think now?

A. And that was the first time I ever had to do that. What do I think now? Hindsight is 20/20 as to what I think now. Do I think it's accurate as I sit here right now, no, that's why I changed it.

Q. So in hindsight, you think that the job orders for 2015 were inaccurate with respect to the kitchen and meal plan?

A. I guess you could say that, yes.

Q. I would like to introduce what -- can we mark this as Exhibit 12?

- - - - -

(ETA Form 790 Bates DOL01466 to 1485 marked R. Marino Exhibit 12 for identification.)

- - - - -

BY MR. HEYMAN-KANTOR:

Q. Take a look at that document and tell me if you recognize it. These documents are Bates stamped DOL01466 through DOL01485.

A. This is a new contract, this is the

2016?

Q. Yes. So if you take a look at page 2, which is DOL01467 at the top, this is under number 14, do you see that?

A. Uh-huh.

Q. I'm going to read this. "Employers will furnish workers, will furnish workers living in employer provided housing with 3 meals per day at 11.86 per day, or the current subsistence rate as posted in the federal register. In the event the employer provided meals are less than 11.86 per day, workers will be only charged the cost of those meals." Do you see where it says that?

A. Yes.

Q. So this statement is accurate for the 2016 growing season?

A. Uh-huh.

Q. And is it also accurate for the 2015 growing season?

A. Yes. I don't know about the 11.86, if that was the same in 2015. It might have been less. It might have been more. It wouldn't have been more.

Q. So with the possible exception of

the amount of money per day, those first few sentences are also accurate for the 2015 growing season?

A. Yes. Should have been. I know it wasn't worded that way.

Q. The 2015, the job order for 2015 should have been worded this way?

A. Yes.

Q. Now, here it says, and directly after that it says, "Workers will sign a payroll deduction authorization." Do you see that?

A. Uh-huh. Agustin doesn't do that. When they pay up, and they pay for the meal plan, they sign a roster and I believe he gives that to Lisa and she has those on file somewheres in the office in a filing cabinet somewheres.

Q. So after the 2015 growing season, workers paid for their meal plan through a payroll deduction?

A. Oh, no, no, no. No, they sign -- I'm sorry, I misheard you or misinterpreted what you said. Where is that?

Q. Fourth line down from the top.

A. No, there is no payroll deduction.
Q. So that's inaccurate?
A. That's inaccurate.
Q. And do workers sign some document?
A. They sign saying that they paid. Just on a -- each week, Lisa because she prints out a list of current workers that are employed and gives it to Agustin for simplicity. And it just has a list of all the guys and as they pay, they sign next to their name and he gives that to her at the end of the week. Saying that they paid him for his meals that he's making, that he's providing. And I mean not only is that to prove these guys are eating the food and they're paying for the food, not only they're paying for the food, but they're also eating the food. Otherwise, they wouldn't sign. Not only is that to cover us, but it's also for Agustin as well. Because I mean he's the one that's in charge of the kitchen and what can it hurt. But no, there is no payroll deduction whatsoever.
Q. So Agustin --
A. That was very inaccurate.
Q. So Agustin passes out or asks

workers, what does he ask for them to do?

A. They just sign it. They just sign next to their name.

Q. It's like a -- is this a sheet typed on a computer?

A. Uh-huh, a Word document.

Q. And who types it on the Word document?

A. I do.

Q. And then you hand it to Agustin?

A. He just gets copy of it. So it's a, I don't know, it's a cover letter saying that, it states in English and Spanish, and they know when they sign next to their name, they got their meals and they're eating their meals and they're paid up for the week or whatever.

Q. Is it one piece of paper for each worker?

A. No, no, you wouldn't be able to keep track of that. He keeps them right there in the kitchen or it in the kitchen. It might be four or five pages. But it has that on the front and they know when they sign next to their name, that's for that document. That

signature page is for that document.

Q. And then he -- how does he -- how did you give him this form?

A. I just did that.

Q. And when did you hand it to him?

A. Whenever I saw that it was necessary to start doing that.

Q. Was this after the 2015 growing season ended?

A. I forget exactly when I started it. The Word document might even have a date stamp on it somewheres when I created it.

Q. And then do you e-mail it to Agustin?

A. No, it's hard copy. It's photocopied.

Q. Does he make -- have to make photocopies periodically of it?

A. Lisa does that for him. She provides him with a blank list of names. Because once they're signed next to it, it's a big old mess and she puts it in the filing cabinet. And when he's in the office there the next week or whatever, she gives him a nice clean one and it has all them signatures and I

think it's -- she stamps a date on there of that week, I believe.

Q. So each week, Lisa Justice, is that her name?

A. Yes.

Q. Lisa Justice each week hands a blank piece of paper with places for people to sign that they paid?

A. It's not blank. It's a list with all their names with a blank spot for them to sign.

Q. So each week --

A. Attached is a letter that I wrote up in a Word document explaining what they're signing.

Q. And each week, Lisa Justice hands that to Agustin?

A. Right.

Q. And then Lisa Justice stores this --

A. Uh-huh.

Q. -- in the Sun Valley Orchards office?

A. Yes.

Q. And you instructed her to do that?

A. Yes.
Q. Just turning briefly back to the workers who left in May, a group of about 19, did these workers, you know, work slowly during that couple of weeks that they started or were they working regular pace? What pace were they working at?
A. I don't know, I'm not -- I don't know.
Q. Did you know at the time?
A. No. I'm not out there with the guys physically. Like I said earlier, I'm not -- I mean I might see them out there. I might be working to an adjacent field, but no, I don't -- I'm not out there directly side by side with them seeing how they're performing.
Q. And Agustin had not previously told you about the quality of their work?
A. Not that I can recall.
Q. Do you have any notes about what he might have said about these workers?
A. No.
Q. Is there any way that you could figure out if you go to the office tomorrow to figure out if these workers were working?

A. No. There would be no records on that, unless there was an -- I'll say an issue of some sort. Then it would have been documented, but no, there wouldn't be anything on file for that.

Q. Is it possible there's an issue with one of these workers?

A. Anything is possible, but nothing was brought to my attention.

Q. Nothing had been brought to your attention about these workers before you had these meetings with them?

A. That's correct.

Q. These workers left and they knew what they were getting into when they agreed to work for Sun Valley Orchards?

MR. SCHULTE: Objection. How does he know what they knew?

BY MR. HEYMAN-KANTOR:

Q. These workers were informed of what they were getting into?

A. They were given a copy of the contract and they signed it saying they understood it and they agreed to everything on there.

any money in my pocket. I didn't have anything marketable. I don't want to say anything. There was several acres, I couldn't market, because I couldn't cut. I couldn't get to it.

Q. How much, could you estimate how much potential gain you lost out on because of the workers who separated?

A. When it was over a course of several days, I couldn't begin to estimate, upwards of 50,000, potentially more.

Q. All right. And then you had also said that Sun Valley pays, in the kitchen pays for the heating?

A. Yes.

Q. And the electricity. Why does Sun Valley Orchards pay for these, these things?

A. Well, we just -- those bills come to the office for the electric. That's because in the off season, it's just cleaner. Why do we pay for them? We own the building. We own the heater, the equipment in there. We pay for repairs, because without the farming operation, that stuff wouldn't be getting utilized and potentially damaged or need repair. And why do we pay for the water test? Well, it's our

camp. It's our well. You know, we're going to house people in it and I -- we just take it upon ourselves to pay those.

Q. Is the bill separated between the charges for the kitchen versus for the other parts of the farm?

A. Yes. It has got its own electric meter. It's got its own fuel tank, it's own gas tank. When the plumber or electrician, whoever, carpenter comes to do repairs, they state it on there what it's for.

Q. Do you ever ask -- did Sun Valley Orchards ever ask Agustin Hernandez to reimburse it for these expenses?

A. No.

Q. Why not?

A. He's a respected employee and out of good faith I guess, just doing the right thing.

MR. HEYMAN-KANTOR: That's all I have.

BY MR. SCHULTE:

Q. Last round. In here, in the 2016 order that we talked about before, it says employers will furnish three meals a day, is

that correct? Do you furnish the feels or Agustin does?

A. Agustin does.

Q. And it refers to the workers being charged and just to be clear, they're charged by Agustin, not by you?

A. Yes, there's no payroll deductions whatsoever. I guess I need a lawyer to write up that ETA.

Q. Do you remember what was in the 2015 job order?

A. I don't specifically. I don't know if we just omitted a sentence or two of that paragraph.

Q. Okay.

A. But it was worded differently.

Q. If it says that the workers would be offered access to a kitchen and be taken to the store to get their own food, does that sound right?

A. Yes.

Q. And both of those were true, right?

A. Yes.

MR. SCHULTE: Nothing further.

MR. HEYMAN-KANTOR: We don't have anything further.

- - - - -

(Whereupon, the deposition was concluded at 2:13 p.m.)

- - - - -

CERTIFICATION

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on April 19, 2017, and that this is a correct transcript of same.

Robin L. Clark
Registered Professional Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Friday, August 21, 2015 2:54 PM
To: csc-x.h-2aabs@dhs.gov; 'TLC, Chicago - ETA SVC'; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 25
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Carlos	Cruz	Reyes	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Demetrio	Garcia	Olarte	Domicilio C
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Eduardo	De La Cruz	Martinez	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Francisco Javier	Pinon	Rangel	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Geovani de Jesus	Del Angel	Salas	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Jose	Martinez	Paulino	Enrique Ro

Δ π EXHIBIT 11
Deponent R Marino
Date 4-18-17 Rptr RC
WWW.DEPOBOOK.COM

Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Mateo	Rios	Bautista	
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Alfredo	Galindo	Reyes	C Sin Nom
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Carlos Eduardo	Magallanes	Hernandez	Loc Los Cl
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	David	Flores	Flores	c sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Eliseo	Aguilar	Caldera	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Esteban	Mendoza	Soto	c sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Gabriel	Lugo	Morales	calle sin nc
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Griseldo	Cervantes	Aguilar	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Honorato	Galindo	Cervantes	C Sin Nom
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Irineo	Aguilar	Marquez	Buena c sin nombı
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	J Santos	Soto	Gurrola	c sin nombı
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Ernesto	Galindo	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Manuel	Cumplido	Aguilar	Loc Los Ali
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Manuel	Martinez	Cervantes	Loc Agua P
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Norberto	Garcia	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Oscar Javier	Blanco	Aguilar	Loc Joyas (
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rafael	Cervantes	Cumplido	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rogelio	De La Cruz	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Trinidad	Aguilar	Soto	calle sin no

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal

U.S. Department Labor
Employment and Training Administration

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

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

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

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

Sun Valley Orchards LLC
29 Vestry Rd
Swedesboro NJ 08085

C/O NAC
P.O. Box 1599
Carthage, NC 28327

a) Federal Employer Identification Number (FEIN) / Número federal de identificación del Empleador:
[redacted]

b) Telephone Number / Número de Teléfono:
Employer (856) 769-5280
NAC (910) 947-6004

c) Fax Number / Número de Fax
Employer: (856) 769-5213
NAC (910) 947-7008

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

2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:
29 Vestry Rd, Swedesboro, NJ 08085
See attached spreadsheet for additional worksites all of which are owned/leased by employer.
employer provides daily transportation from main location to each work site.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:
1329 Rt 45 South, Harrisonville, NJ 08085
from the main office head NE. Turn right onto Harrisonville rd then right onto NJ-45S.

a) Description of Housing / Descripción de la vivienda:
Block Building
Capacity: 170

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

4. [redacted] Code / Código Industrial:
NAICS 11219
a. SOC (ONET/OES) Occupational Title / Título Ocupacional
Farmworkers and Laborers, Crop [45-2092.02]

5. Job Order No. / Num. de Orden de Empleo:
NJ1089997

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radico la oferta (incluya el número de teléfono):
One-Stop Career Center
215 Crown Point Road, Suite 200
Thorofare, NJ 08086
a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa).
Manager: 856-384-3700

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:
02/22/2016

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:
07/15/2016

9. Anticipated Period of Employment / Periodo anticipado o previsto de Empleo:
From / Desde: 04/11/201[redacted] To / Hasta: 04/19/2016 10/10/2016

10. Number of Workers Requested / Número de Trabajadores Solicitados:
44

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40
Sunday / Domingo 5
Monday / Lunes 7
Tuesday / Martes 7
Wednesday / Miércoles 7
Thursday / Jueves 7
Friday / Viernes 7
Saturday / Sábado 0

12. Anticipated range of hours for different seasonal activities: / Rango previsto de horas por alas diferentes actividades de la temporada:
7:00am-3:00pm hours vary: See attachment to ETA 790 for more complete details / las horas 7:00am-3:00pm varían Ven fijación a ETA 790 para detalles más completos

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:
Employer / Empleador: Yes / Sí ☐ No ☒

Δ π EXHIBIT 12
Deponent R Manno
Date 4-18-17 Rptr. KC
WWW.DEPOBOOK.COM

DOL01466

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

Employers will furnish workers will furnish workers living in employer provided housing with 3 meals per day at $11.86 per day, or the current subsistence rate as posted in the federal register. In the event the employer provided meals are less than $11.86 per day, workers will only be charged the cost of those meals. Workers will sign a payroll deduction authorization.
Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. Employer-provided housing must meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Rental housing will comply with all applicable regulations.
SEE ETA 790 attachments
Los empleadores proporcionarán a los trabajadores facilitarán a los trabajadores que viven en vivienda provista por el empleador con 3 comidas por día a $11.86 por día, o la actual tasa de subsistencia como publicado en el Federal Register. En el caso de que el empleador proporcionó comidas son menos de $11.86 por día, los trabajadores sólo se cobrará el costo de las comidas. Los trabajadores van a firmar una autorización de deducción de nómina.
Albergar es proporcionado en ningún costo a trabajadores que no son razonablemente capaces de regresar el mismo día a su domicilio. Este párrafo aplica a tales trabajadores sólo. Albergar no es proporcionado a no-trabajadores. La capacidad de la envoltura es regulada estrictamente por la Secretaría de Trabajo de EEUU, y por ninguna persona, de otra manera que los empleados elegibles autorizado por el empleador, puede ocupar ni pueden quedarse por la noche en albergar de empleador-proporcionó. Albergar de empleador-proporcionó debe encontrar el conjunto lleno de DOL la Administración Profesional de la Seguridad y la Salud (OSHA) estándares exponen en 29 CFR 1910,142, o el conjunto lleno de estándares pone en §§ 654,404 por 654.417, el que son aplicables abajo § 654,401. La envoltura es ofrecida como en-temporada temporaria (durante el período de empleo sólo) albergando previo trabajadores agrícola migratorios mientras son empleados en granjas más allá de conmutar normal distancia de su residencia. Los trabajadores proporcionaron albergar por el empleador debe desocupar inmediatamente la envoltura sobre la cesantía. Ninguna carga será causada camas ni útiles de cocina y artículos semejantes proporcionaron a trabajadores a quien albergar es proporcionado. Toda la envoltura es envoltura de grupo en la que todos los trabajadores compartirán cocinas y áreas comunes sin consideración al género. Los trabajadores femeninos serán proporcionados sin embargo con facilidades durmientes compartidas sólo con otros miembros de la familia o con otras hembras. Las facilidades de lavabos de sexo-segregó serán proporcionadas. Los trabajadores que residen en tal envoltura concuerdan en ser responsables de mantener la envoltura en una manera ordenada y limpia. Los trabajadores que residen en la envoltura de empleador pueden tener correo dirigido a ellos en la dirección del empleador en el apéndice conectado. Alquiler de viviendas va a cumplir con todas las regulaciones aplicables **VEA ETA 790 fijaciones**

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

Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers. Workers recruited against the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation.

Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process Workers referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

SEE ETA 790 ATTACHMENTS FOR DETAILS.

para Los trabajadores son investigados para la conformidad con los criterios siguientes: un) confirma capacidad, la disponibilidad, los requisitos y el consentimiento para realizar el trabajo descritos y confirman intuición trabajar la temporada entera, 2) trabajadores locales confirman la disponibilidades de transporte diario seguro a y del sitio de trabajo para la temporada entera. Los trabajadores no locales confirman la disponibilidades de transporte al sitio del trabajo para empezar el trabajo, 3) confirmación de revelación llena de todos los términos, de la condición, y de la naturaleza de trabajo-trabajo por el personal local de empleo, 4) confirmación afirmativa de requisitos legales trabajar en EEUU como descrito abajo. El empleador puede terminar al trabajador (extranjero y/o doméstico) con notificación al servicio del empleo si empleador descubre un registro criminal de convicción o estatus como un delincuente sexual registrado que empleador cree razonablemente, coherente con la ley actual, dañará la seguridad y las condiciones de vida de otros trabajadores. Los trabajadores alistaron contra la Oferta de empleo de dentro de conmutar normal que distancia no será proporcionada con albergar, la subsistencia y el transporte.

Sólo trabajadores permitieron legalmente trabajar en Estados Unidos y en que elegibilidad original de identidad y empleo de fuerzas armadas documenta suficiente para completar EN Forma yo-9, como necesario por la Inmigración y Acto de Nacionalidad, será permitido completar el proceso que emplea. Los trabajadores referidos contra esta orden deben ser informados que deben tener estos documentos en su posesión cuando llegan en el lugar de empleo. Con tal de que trabajadores completen sección 1 de forma yo-9, los trabajadores tendrán tres días hábiles para producir la documentación necesaria para completar sección 2 de forma yo-9, como proporcionado en el Acto. Los trabajadores que no proporcionan esta documentación no serán permitidos ir a trabajar en el cuarto día hábil de empleo, ni de ningún día subsiguiente hasta que la documentación sea proporcionada, como proporcionado en el Acto.

VEA ETA 790 FIJACIONES PARA DETALLES.

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

Workers will harvest Asparagus, Zucchini, Pickles, Cucumbers, Eggplant, Peppers and peaches. Sometimes this will occur at top a 6ft ladder workers must take care when working a top ladders.
SEE ETA 790 ATTACHMENTS
Los trabajadores se cosecha Espárragos, calabacín, encurtidos, pepinos, berenjenas, pimientos y los melocotones. A veces esto ocurre en la parte superior un 6 pies escalera los trabajadores deben tener cuidado al trabajar una escalera.
VER ETA 790 ARCHIVOS ADJUNTOS

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 verifiable experience harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience. See attachments for more details. La cosecha de una experiencia comprobable de cultivos perecederos. Los solicitantes deben estar en condiciones de proporcionar referencias de trabajo positivas de los últimos los empleadores comparables establecer niveles aceptables de experiencia previa. Consulte los documentos adjuntos para obtener más detalles.

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☒ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☒ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 75 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos
- ☐ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas (random)
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinándose o agachándose con frecuencia
- ☒ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Días Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)

Crop Activities / Cultivos	Hourly Wage / Salario por Hora	Piece Rate / Unit(s) / Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) / Pagos Especiales (Bono, etc.)	Deductions* / Deducciones	Yes/Sí	No	Pay Period / Período de Pago / /
Vegetables	$ 11.66	$		Social Security / Seguro Social	☒	☐	Weekly / Semanal ☒
	$	$		Federal Tax / Impuestos Federales	☒	☐	
	$	$		State Tax /Impuestos Estatales	☒	☐	Bi-weekly/ Quincenal ☐
	$	$		Meals / Comidas	☐	☒	
	$	$		Other (specify) / Otro (especifica)	☒	☐	Monthly/Mensual ☐
see attachments vea fijaciones							Other/Otro ☐

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

In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR. Employer will pay the highest of the AEWR, prevailing wage, the piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage at the time the work is performed.
In the tasks where there is no prevailing practice to pay a piece rate the employer, at his sole discretion, may opt to pay per hour to ensure a good quality product. At no time will the workers be paid less than the highest available wage. **See Attachments for complete wage information.**
En caso de que la Secretaría de Trabajo promulgue un nuevo AEWR aplicable a cualquier porción del período de empleo cubrió por esta orden de trabajo que es más alta o más bajo que el AEWR en esto, el empleador pagará el AEWR más alto, y mayo en la discreción del empleador paga el AEWR más bajo, empezando con la fecha de vigencia del nuevo AEWR. El empleador pagará el más alto del AEWR, prevaleciendo el sueldo, el precio a destajo, el aceptó el sueldo de negociación colectiva o el Federal o salario mínimo de Estado en aquel momento el trabajo es realizado.
En las tareas donde no hay práctica predominante pagar un precio a destajo el empleador, en su única discreción, puede optar por pagar por hora de asegurar un producto bueno de calidad. En ningún tiempo haga a los trabajadores son pagados menos que el sueldo disponible más alto. **Vea Fijaciones para la información completa del sueldo.**

19. Transportation Arrangements / Arreglos de Transportación

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment. This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers has completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations. **SEE ATTACHMENTS TO ETA 790 FOR MORE COMPLETE DETAILS.**

El Empleador no avanzará transporte y subsistencia costos a Trabajadores para el transporte al lugar de empleo. Este subpárrafo aplica sólo a Trabajadores que pueden no regreso de reasonability a su residencia el mismo día. Después de que los trabajadores hayan completado 50% del contrato del trabajo. Todos los solicitantes elegibles tendrán sus gastos razonables de entrada de transporte reembolsados, un tiempo sólo. Los solicitantes domésticos de fuera de de la distancia normal que conmuta que voluntario escogió no residir en el empleador proporcionó albergar, el empleador pagará por el reembolso de entrada inicial de transporte. Sin embargo, el empleador no reembolsará a ningún trabajador para el costo diario de transporte si conmutando de dentro de ni fuera del área de empleo destinado. El empleador no pagará por viajes voluntarios atrás a su residencia debido a emergencias familiares, ni debido a licencias.
VEA FIJACIONES A ETA 790 PARA DETALLES MAS COMPLETOS.

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

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

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

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

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

see attached

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

none/ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

none/ninguno

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

Yes/Si☒ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

ROSS MARINO JR OWNER/MANAGING PARTNER

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

★ _____ 2/10/16

Employer's Signature / Firma y Título del Empleador — Date / Fecha

READ CAREFULLY, In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

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

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

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

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

SEE ATTACHMENTS TO THE ETA 790 FOR DETAILS CONCERNING THIS JOB OPENING.

VEA FIJACIONES A LA ETA 790 PARA DETALLES CON RESPECTO A ESTA APERTURA de TRABAJO

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

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

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

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

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

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

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

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

Employer's Name RUSS MARINO JR Date: 2/10/16

* Employer's Signature

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

Sun Valley Orchards 2016 Field Locations				
field location	city	state	zip	county
Burlington / Garrison Rd	Elmer	NJ	08318	Salem
Biddle Rd	Mannington Twp	NJ	08079	Salem
Halltown Rd	Mannington Twp	NJ	08079	Salem
Pt Airy Rd	Woodstown	NJ	08098	Salem
Vestry Rd	Swedesboro	NJ	08085	Gloucester
St Rt 45	Harrisonville	NJ	08085	Gloucester
Marl Rd	Harrisonville	NJ	08085	Gloucester
Swedesboro / Harrisonville Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Harrisonville	NJ	08085	Gloucester
Harrisonville/Woodstown Rd	Woodstown	NJ	08098	Salem
Cty Rd 538	Swedesboro	NJ	08085	Gloucester
High St	Swedesboro	NJ	08085	Gloucester

ATTACHMENT TO ETA 790

Workers recruited under this Job Order are recruited to work on the employer's farm shown on the addendum in the certified occupation during the period of employment shown in Item 9. The employer/member will offer US workers at least the same opportunities, wages, benefits, and working conditions as those which the employer offers or intends to offer to non-immigrant foreign workers. ***Use of the masculine pronoun herein is for convenience of reference only.**

1. Name and address of employer: Sun Valley Orchards LLC; 29 Vestry Rd, Swedesboro NJ 08085.

9. Anticipated dates of employment: 04/19/2016 until 10/10/2016.

10. The number of workers shown is the aggregate number of foreign workers that will be employed by the employer under this temporary employment certification. The approximate maximum number of workers (foreign and domestic) to be employed in the certified occupation is shown on the addendum. The numbers shown are approximations provided for the governing administrative agencies. The actual number of workers employed in the certified job opportunities of the grower at any given time may be more or less than the approximate numbers shown in the addendum, depending upon crop conditions, weather, markets or other circumstances that develop during the season.

11. Anticipated Hours of Work: Worker will report to work at the designated time and place as directed by the Grower each day. The standard workweek of 7 hours per day Monday-Friday, and 5 hours on Sunday is normal; however, workers may be requested to work 12+ hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

Starting and ending times will change due to weather and crop conditions. During certain times of the season workers are required to work at night. Workers will be given as much notice as possible when the changing of shifts is required. If a worker is offered and agrees to work more than the scheduled hours during the workweek, they must still report to work on their other scheduled days, unless arrangements are approved in advance with the owner or supervisor. Choosing to work longer hours during the week does not exclude workers from working each scheduled work day. Not reporting for work on your scheduled work day will be counted as an unexcused absence.

$12.0

14. Employer will furnish workers living in employer provided housing with 3 meals per day at ~~$11.86~~ per day, or the current subsistence rate as posted in the federal register. In the event the employer provided meals are less than ~~$11.86~~ per day, workers will only be charged the cost of those meals. Workers will sign a payroll deduction authorization. $12.0

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. Housing capacity is strictly regulated by the US Department of Labor, and no person, other than the eligible employees authorized by the employer, may occupy or remain overnight in employer-provided housing. The housing is offered as temporary in-season (during the employment period only) housing provided for migrant agricultural workers while they are employed at farms beyond normal commuting distance from their residence. Workers provided housing by the employer must promptly vacate the housing upon termination of employment. No charge will be made for beds, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. All housing is group housing in which all workers will share kitchens and common areas without regard to gender. Female workers, however, will be provided with sleeping facilities shared only with other family members or with other females. Sex-segregated toilets facilities will be provided. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear will be charged to the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. All housing or public accommodations will comply with applicable State, Federal, Local, or health regulations. Employer-provided housing will meet the full set of DOL Occupational Safety and Health Administration (OSHA) standards set forth at 29 CFR 1910.142, or the full set of standards set at §§ 654.404 through 654.417, whichever are applicable under § 654.401.

15. Interested candidates should contact their local State Workforce Office to receive a copy of the ETA 790 and applicable attachments. Once the applicant has a copy of the job order they may apply directly to employer by calling (856) 769-5280 ext 7. Applicants are encouraged to fax applications or resumes to (856) 769-5213 **attn Farmworker Job**. Group interviews

16 R Marino vegs NJ 790

for local applicants will be held Tuesdays and Fridays from 8am – 11am. Applicants are encouraged to arrive 15-20 minutes early to complete/review an application packet at 29 Vestry Rd, Swedesboro NJ 08085.

All interstate (out of state) and intrastate (in state) applicants interested in this job offer should first contact the order holding office prior to contacting the employer for information and permission to refer. Workers should be fully apprised by their local employment office of the terms, conditions and nature of employment prior to referral. This will enable applicants to review all the information and make an informed decision about the job and will ensure compliance with disclosure requirements. Interstate (out of state) and Intrastate (in state) candidates will be interviewed over the phone once employer has received written confirmation that all required disclosures have been made. Completing an application is part of the interview process.

Workers should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Workers are screened for compliance with the following criteria: a) confirm ability, availability, qualifications and willingness to perform work described and confirm intuition to work the entire season, 2) local workers confirm availability of reliable daily transportation to and from the job site for the entire season. Non local workers confirm availability of transportation to job site to begin work, 3) confirmation of full disclosure of all terms, condition, and nature of work-job by local employment staff, 4) affirmative confirmation of legal qualifications to work in the US as described below. **The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.**

Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 2 of form I-9, as provided in the Act. Workers not providing this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act.

16. Job Specifications: Must have three months' verifiable experience hand harvesting a perishable crop. Applicants must be able to furnish affirmative job references from recent employers operating comparable operations establishing acceptable previous experience.

Worker must possess requisite physical strength and endurance to repeat the harvest process throughout the workday, working quickly and skillfully to perform activities for which they were hired. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under the climatic and other working conditions. Workers may not leave trash, or other discarded items in work areas or vehicles but must dispose of such items in provided receptacles. Workers must wash hands with soap and water after all bathroom and meal breaks. Allergies to varieties of ragweed, goldenrod, insecticides, related agricultural chemicals, etc, may affect workers ability to perform the work described herein. Workers should be physically able to do the worker described with or without reasonable accommodation. Must display the ability to move, place, climb and work from orchard ladders up to 6 feet in height, making the necessary adjustments for various procedures while carrying up to 30 pounds.

Sanitation Requirements: For food and general personal safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when hand harvesting crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields for harvest activities or the packing facility for packing operations.

Workers will plant, cultivate, and harvest Asparagus, Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers. .

Asparagus: Workers will move along assigned row, stopping, bending and reaching to cut asparagus spears at ground level may operate self-propelled harvesting aid on which workers ride while stopping to cut spears at ground level. Spears which are less than ¼ inch in diameter (measured at butt) are discarded. Spears over ¼ inch in diameter which exceed 12 inches in length will be re-broken at the butt end. Any spearhead which has begun to open will be discarded. Spears meeting harvest specification will be placed in a straight fashion in field buckets and carried to trucks or trailers for dumping. Workers will be required to stay on their assigned row. Workers must use care while using knifes to prevent injury to themselves and other workers.

Zucchini, Pickles, Cucumbers, Egg Plant, and Peppers: Workers will plant, cultivate and harvest vegetables. Workers will be required to remove weeds by hand or with a hoe. Workers will bend and stoop to pick vegetables according to size, color,

shape and degree of maturity and place into field containers. Workers may carry full container weighing approximately fifty (50) lbs. and empty into field bin or load onto trailer. May be required to pull and discard culls as directed by supervisor. Pickers will take care not to bruise or scar produce. Pre-harvest activities may include staking, tying, transplanting and pruning. Workers will stand on feet for long periods of time. Workers are required to work in fields when plants are wet with dew or rain. Temperatures in fields during working hours can range from forty (40) to over one hundred (100) degrees.

Peaches: Workers will perform various duties associated with thinning and picking peaches. Worker will be assigned a row, usually with a partner, and is responsible for picking all the proper fruit from that row, or half row. Fruit are selected from the tree according to size and/or color standard set by the picking supervisor. **In some instances, fruit harvest will be done from a six-foot ladder weighing up to 30 lbs. All workers must be able to lift, carry, and work from the top of the ladder.** The entire tree must be checked to ensure removal of all fruit meeting-picking requirements. Fruit are placed gently in the picking container until container is full. The full picking container weighing up to 25 lbs. is then taken to fruit wagon and gently emptied into a field bin, taking care of not to spill or bruise the fruit in the container or in the field bin. Workers are to stay on their assigned row unless directed by a supervisor to change, or to help someone out sporadically. Picking units will be kept free of limbs, leaves or mushy fruit. Fruit harvested specifically for sale at a roadside stand as fresh market specialty baskets in peck or half bushel containers must be field graded. For fruit harvest for sale at a roadside stand, extra care must be used to insure that each piece of fruit is undamaged and perfect. **Workers will be required to pick up and return picking ladders to the ladder wagon provided by the grower at the end of each workday or as directed by the grower or designated supervisor.**

Farm Equipment Operation: Workers may be required to operate tractors and other farm equipment during daily operations, as an incidental activity. Before any worker is require to operate any farm equipment, workers will be instructed in the safety and operation of the tractor before driving the tractor. Tractors should be driven in a manner to protect operator, other workers, products, trees, crops, and equipment. Repeated failure to obey safety requirements and operating instructions may result in termination.

Orchard Maintenance: Workers will be responsible for general orchard clean up. They will rake up debris from the land such as sticks, straw, etc. Workers involved in orchard maintenance may be required to hoe trees, girdle, spread fertilizer, pick up roots and limbs, strip suckers or unwanted growth from trees, dig root suckers, knock fruit off trees, use hand sprayer, remove vines, lay irrigation pipe, repair and maintain drip system, and strap and tie fruit trees. Employer will provide all equipment. Instruction will be given for each task and standards of performance communicated to workers. The specific standards for a job will be disclosed and demonstrated by the supervisor before the work begins.

Orchard Clean Up: They may be responsible for the removal of old and unproductive peach trees. They must take care to not damage or destroy any other trees or property in the area.

Forklift Operation during Packing Operations: Workers may be required to operate forklifts during packing operations as an incidental. Before any worker is required to operate a forklift, the worker will be instructed in the proper and safe operation. Workers will be required to operate forklifts according to instructions and in a manner that protects the operator, other workers and equipment. Repeated failure to obey operating and safety instructions may result in termination.

Farm, and Field Sanitation
All workers will be responsible for picking up trash, cleaning bathrooms, sweeping floors and other farm sanitation duties.

During certain duties, workers may be required to work in teams to accomplish a certain task. When engage in team work activities workers must coordinate with other members of the team to accomplish the task.

Employer retains the right to discharge an obviously unqualified worker, malinger, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product.

This employer may grow one or more other crops. Farmers frequently decide whether to plant these crops and what additional crops they will plant after this application is submitted. Information on crops planted after submission of this application will be disclosed in writing to the U.S. Department of Labor for approval as soon as it is known.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Fieldwork begins at assigned time shortly after daylight. Work may be performed during light rain and in high humidity and in temperatures ranging from 110+ degrees to below 20 degrees F. Workers will perform the majority of tasks standing in the upright position and can expect to stand on their feet for extended periods of time. Some tasks, however, require workers to perform activities on their feet in stooped or

crouched position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, packing, weeding or hoeing, cleaning and repairing farm buildings, grounds, set up and move equipment, cleaning and maintaining drip irrigation systems, , weeding, etc. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five on Sunday for the full remainder of the period of employment. The worker agrees to work for assigned employer(s) whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if the worker quits or is terminated for cause prior to the end of the period of employment, the worker will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be determined by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the worker's supervisor.

Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day's work.

The farm owner/supervisor or a designated employee will provide instructions and general supervision. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

17. Wage Rates, Special Pay Information and Deductions: The tasks in the crops listed below will be paid at the piece rates listed. All other work will be paid the adverse effect wage rate (AEWR) of $ 11.66 per hour. Employer will pay the highest of the AEWR, prevailing wage, the agreed-upon collective bargaining wage or the Federal or State minimum wage when the work is performed. In the event that the Department Of Labor promulgates a new AEWR applicable to any portion of the period of employment covered by this job order which is higher or lower than the AEWR herein, the employer will pay the higher AEWR, and may, at the employer's discretion pay the lower AEWR, beginning with the effective date of the new AEWR.

Workers are guaranteed that their total earnings will be at least equal to the AEWR of $11.66 per hour for all hours worked in a pay period. If a worker's total earnings in any pay period in which the worker has worked at a piece rate are less than the AEWR of $11.66 for all hours worked in the pay period, the employer will increase the worker's pay to the guaranteed minimum of $11.66 per hour for the total hours worked in the pay period.

Commodity	Rate	Unit
Asparagus	$7.65	Packed out 28# crate
Zucchini	$1.65	Packed out ½ bu equivalent
Pickles	$2.00	Packed out 1.0 bu equivalent
Cucumber	$1.65	Packed out 1 1/9 bu equivalent
Eggplant	$1.00	Packed out 1 1/9 bu equivalent
Pepper	$1.00	Packed out 1 1/9 bu equivalent
Peaches	Hourly + POB	Packed out ½ bu equivalent

*POB= Packed Out Bonus

All jobs performed hourly will be compensated at $11.66/hr

*Peaches: $11.66/hr + $3.50/bin + Pack out bonus

Due to weather and crop conditions, the employer reserves the right to temporary increase the listed piece rates, or add a piece rate. The employer also reserves the right to completely do away with the piece rate all together to ensure a quality product and fair earnings. Employer reserves the right to add a piece rate, with notification to workers, prior to adding the rate.

All activities not listed as paid by piece rate will be paid by the hour.

18. More details concerning pay: Employer reserves the right to pay higher than the stated wage rate to any worker foreign or domestic. This is not promised or guaranteed. The decision to pay above the stated rates will be made by the employer, at their sole discretion, and will be based on factors including the recipients' performance and tenure.

A). The employer will make the following deductions from the Worker's wages: FICA taxes, Medicare, Local, State (if applicable) and Federal Income tax as required by law. Workers will be charged for the following: cash advances and repayment of loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer and any other charges expressly authorized by the Worker in writing. Deductions from pay may be made for payment of the workers portion for any employer-sponsored health care benefit that may be offered to the worker for the worker and the workers dependents that the worker chooses to purchase. The worker will not be required by the employer to purchase any health care benefit that may be offered and may choose to state in writing that the worker declines to purchase any such employer sponsored health care benefit. If the worker timely chooses to purchase any such health care benefit, at the time the worker states his or her desire to purchase such a health care benefit by completing and submitting any required written application any such health care benefit, the worker also will be required to authorize a deduction from the workers' wages to pay for the workers portion of the monthly insurance premium. Such authorization by a worker for the employer to make a deduction from wages, that is for the deduction to be made from wages paid to pay the workers share of the health benefit premium must be made in writing and signed by the worker. The worker's decision to decline or to accept the opportunity to purchase any health care benefit may be offered (including the worker's authorization to the employer to continue deductions from wages for the workers share of each monthly premium as may be required by applicable law or by the insurance carrier or by both) will likely be irrevocable for the remainder of the benefit plan year for which the offer and acceptance are made, absent a "qualifying event" affecting the worker. Information concerning the amount that the worker must pay as the workers share of the premium cost in order to purchase a heath care benefit will be provided in writing if such a plan is offered. Benefits offered under any health care plan, if offered, and other terms under which any such plan will be offered will be governed by the terms of any such health care plan, the requirements of any insurance company or third party administrator as well as by payroll administration requirements. No deduction not required by law will be made that brings the worker's hourly earnings below the statutory federal or state minimum wage. There may be deductions that reduce your pay below the stated contract wage; but will not reduce your pay below Federal or State Minimum Wage, whichever is higher. FICA, State and Federal taxes will not be deducted from those worker's wages that are working under a temporary, agricultural visa, unless it's discovered it is required or if the worker request withholding.

B) Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Grower's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday, when the Employer offers him the opportunity to work, and all hours of work actually performed shall be counted toward meeting this guarantee.

C). This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God (AOG) which makes fulfillment of this contract impossible. (CO will be notified and employer will seek approval for AOG's) In such cases, the employer will make efforts to transfer workers to other comparable employment acceptable to workers. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period

ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for a lawful job-related reason, and the employer notifies the NPC, and DHS in the case of an H-2A worker, in writing or by any other method specified by the Department or DHS in a manner specified in a notice published in the Federal Register not later than 2 working days after such abandonment occurs and this will relieve the employer from subsequent transportation and subsistence costs and the 3/4th guarantee.

D). The payroll period shall be weekly. Workers will be paid weekly with a 1 week holding period.

E). Employer will provide a worker referred through the SWA Interstate System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system $11.66 per hour for the first week, starting with the original anticipated date of need. 40 hrs x $11.66 = $466.40 gross (before taxes). The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the worker will be disqualified from the above-mentioned assurance.

F). The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, beginning and ending times, an itemization of all deductions made from the worker's wages; the worker's net pay; the employer's name, address and IRS identification number. Employer will abide by all regulations at 20 CFR 655.122(j)(k).

19. Transportation: The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers who cannot reasonability return to their residence the same day. After the workers have completed 50% of the work contract. All eligible applicants will have their inbound reasonable transportation expenses reimbursed, one time only. Domestic applicants from outside of the normal commuting distance that voluntary chose not to reside in the employer provided housing, the employer will pay for the initial inbound transportation reimbursement. However, the employer will not reimburse any workers for daily transportation cost whether commuting from inside or outside of the area of intended employment. Employer will not pay for voluntary trips back to their residence due to family emergencies, or vacations.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employer reserves the right to charter or otherwise arrange to provide for transportation
$12.0 at the employer's election. Subsistence reimbursement shall be $11.86 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.122(h) only to those employees who are eligible under the H-2A
$51.00 program regulations for subsistence pay. Maximum Amount to be reimbursed with receipts is $46.00. By way of illustration
per and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he cannot perform the duties of the job as described above or if he abandons this employment when he is needed by the Grower. If the grower reimburses the worker prior to the 50% date, and the worker is terminated for cause or abandons prior to the 50% date, the grower reserves the right to recapture that reimbursement.

Employer will provide, pay, or reimburse transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God, as outlined in 655.122(o), which makes fulfillment of this contract impossible as provided in paragraph 18C or if the worker is displaced by a U.S. worker under DOL's 50% rule.

Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer. Workers are free to choose their own means of transportation at their own expense.

. . . appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

B). The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.

C). Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.

D). Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by email immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.

E). Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

F). Training: There will be a short demonstration period (up to 1 hr.) to familiarize workers with job specifications, to demonstrate proper methods and other crop specific issues. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period the employer will expect all workers to possess the skills to work in the production of the crops above. For purposes of this section seven or more hours will be considered one day.

G). Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the time at which the worker applies for the visa (for foreign workers), or to a worker in corresponding employment no later than when the when employment is offered.

H). Employer agrees to abide by the regulations at 20 CFR 655.135.

I). The employer as a part of positive recruitment as per 20 CFR 655.154 is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival.

J) We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.

K). SUBSTANCE ABUSE POLICY: This employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may also be requested to take random drug tests at no cost to the worker. Workers are subject to random drug testing effective their first date of work. Failure to comply with the request or testing positive will result in immediate termination.

L). Pursuant to 20 CFR 655.135(i)(1), each employee that enters the United States with an H-2A temporary work visa must return at the end of the period listed in this contract and certified by the U.S. Department of Labor or upon separation from the employer, whichever is earlier, unless the employee is being sponsored by another subsequent H-2A employer.

M) Grievance Policy: If any area of your work is causing you concern, you have the responsibility to address your concern with your immediate supervisor. Most problems can and should be solved in discussion with your immediate supervisor; if after these attempts there is no satisfactory resolution, you should bring your concerns to upper management.

This employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced any of these or who have concerns about such matters should file their complaints before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of upper management.

. . . Our goal is to have a work environment where we all treat each other respectfully and professionally. Any unprofessional or disrespectful behavior, even if not illegal, that interferes with that goal and will not be tolerated. The employer reserves the right to respond to inappropriate behavior even where no one has complained or indicated they have been offended

N) The employer is committed to providing a safe, flexible and respectful environment for employees, staff, clients, or anyone you come into contact with on company business, free from all forms of sexual harassment. Any type of sexual harassment is grounds for immediate termination. Sexual harassment is a specific and serious form of harassment. It is defined as: unwelcome sexual behavior, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include: a) comments about a person's private life or the way they look, b) sexually suggestive behaviour, such as leering or staring, c) brushing up against someone, touching, fondling or hugging, d) sexually suggestive comments or jokes e) displaying offensive screen savers, photos, calendars or objects, f) repeated requests to go out, g) requests for sex, h) sexually explicit emails, text messages or posts on social networking sites.

Just because someone does not object to inappropriate behavior in the workplace at the time, it does not mean that they are consenting to the behavior.

Sexual harassment is covered in the workplace when it happens at work, at work-related events, between people sharing the same workplace, or between colleagues outside of work.

FARM, HARVESTING, AND FIELD FOOD SAFETY RULES

1. Worker must practice good personal hygiene.
2. Worker should wash and sanitize hands for at least 20 seconds:
    a. Before and after working
    b. Before beginning work in a different area
    c. Before and after eating
    d. After visiting the restrooms, toilets and port-a-johns
    e. Before and after treating an open wound or cut
    f. Before and after treating an individual with a cut or wound
    g. After blowing of nose
    h. After touching the hair or face
    i. After sneezing or coughing
    j. After touching anything which can cause contamination or performing maintenance
    k. After any break
    l. After handling any dirty raw material or garbage
    m. After touching animals or animal feces
3. All jewelry (ring with stones, watches, earrings, etc) must be removed before entering any work area. Wedding bands without stones are permitted (supervisor's authorization is required).
4. Eating food, drinking beverages, chewing gum and using tobacco products are strictly prohibited in all work areas.
5. Worker should use proper hand washing and toilet facilities.
6. Report any active case of illness to crew leader or supervisors before beginning work. Workers with bad colds, contagious diseases, boils or sores will not be allowed to contact product, equipment, boxes and containers.
7. If worker cuts him or herself while working, worker should stop work immediately, cover the wound, and report it to the supervisor. Keep wounds covered so that you do not contaminate the product, equipment, boxes and containers with body fluids.
8. All workers shall maintain neatness while in working areas.
9. Personal items such as pens, pencils, keys, tobacco products, cell phones, snacks, etc., shall not be carried in pockets while in working areas.
10. Animals are prohibited on all farm premises.
11. Only employer personnel and registered visitors are allowed on the employer's premises. Visitors must sign in at designated area prior to entering the premises.
12. Workers families and children are not allowed in any work area.
13. Tools, knives and sheaths must be sanitized upon entering each field, leaving each field, with each crop change and after each break. Worker should wear knife sheath at all times when working. Knife should be stored in sheath.
14. If issued, worker should change and have laundered at least every other day his/her uniforms, and protective clothing. If required, worker should use personal protective equipment correctly.
15. No glass is allowed in any work areas.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer, these work rules are only a suggestion to the employer. The employer's use of these work rules is entirely voluntary. The employer may develop and enforce his/her own work rules. Violation of these rules or other lawful job-related employer requirements, including these work rules, would be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

1. Workers must perform their assigned work in a careful, workman-like manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.

2. Use or possession of alcoholic beverages or illegal drugs is strictly prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be **CAUSE FOR IMMEDIATE TERMINATION.**

3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences are defined as: Two unexcused absences in a 30-day period. Five consecutive days of unexcused absences is considered abandonment of their position. Violation will be **CAUSE FOR IMMEDIATE TERMINATION.** Workers must report at assigned time and place each workday as directed by the grower or supervisor. **WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS**. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.

4. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.

5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.

6. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. **VIOLATION WILL BE CAUSE FOR IMMEDIATE TERMINATION**.

7. Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.

8. Workers may not take unauthorized breaks from work. This includes personal calls during work hours.

9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.

10. Workers may not enter employer's premises without authorization.

11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.

12. Workers living in employer's housing may not have guests in housing premises after 9:00 p.m. except on Saturday night on which guest hour's end at 12:00 a.m. No persons, other than workers assigned by employer to a room, may sleep in any room.

16 R Marino vegs NJ 790

13. Workers may not deliberately restrict production.

14. **Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon <u>WILL BE SUBJECT TO IMMEDIATE DISCHARGE.</u>**

15. **<u>WORKERS WILL BE DISCHARGED</u> for fighting on the employer's premises, including housing premises, at any time.**

16. Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.

17. **<u>WORKERS WILL BE DISCHARGED</u> if they steal from fellow workers or from the employer.**

18. Workers may not falsify identification, personnel, medical, production or other work-related records. **<u>VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE.</u>**

19. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees. **<u>VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY</u>**.

20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.

21. Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. **<u>VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY</u>**

22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's **as soon as is reasonably possible. <u>UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.</u>**

23. Workers must follow supervisor's instructions.

24. Workers may not commit acts of insubordination - failure to regard authority.

25. After the training period, workers are expected to possess the skills necessary to perform the job described in the work agreement and to the standard set by the employer.

26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 AM on Saturday night.

27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

28. Personal vehicles are not allowed in the fields. Personal vehicles will need to BE left at designated location as set by them employer.

29. Cell phone or individual entertainment devices (Ipods,MP3 players, ect.) are not allowed during working times. Workers may use these devices on their lunch break and other employer approved times.

Addendum - Sun Valley Orchards LLC

Employers		Total Workers Employed	Starting Date Ending Date	Housing Type	Housing Location County	Total Capacity	Total H2A Wrkrs
Russell James Marino Jr. **Sun Valley Orchards LLC** 29 Vestry Rd Swedesboro, NJ, 08085 1-856-769-5280 Asparagus, Cucumbers, Eggplant, Peaches, Peppers, Zucchini	(8301)	200	4/19/16 10/10/16	Brick wood barracks	Gloucester	190	44

Total Workers Employed	**200**
Total Housing Capacity	**190**
Total H2A Workers Requested	**44**
Total Employers	**1**

Housing Types: AP - Apartment, BL - Block, HO - Hotel/Motel, ME - Metal, MH - Mobile Home, SH - Shared, WF - Wood Frame

DOL01485

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 4

PX 16 to 16-1

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Thursday, April 20, 2017

- - - - -

Oral Deposition of JOSEPH MARINO, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 11:20 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

I N D E X

WITNESS	PAGE
JOSEPH MARINO	
BY MR. GLICK:	5
BY MR. SCHULTE:	78

E X H I B I T S

NUMBER	DESCRIPTION	MARKED
J. Marino		
Exhibit 13	Amended Notice of Deposition	10
Exhibit 14	Signature List by Crew Bates DOL01371 to 1373	58
Exhibit 15	Payroll Run Inquiry Bates DOL00463	60
Exhibit 16	Job Card: Payroll Summary Bates DOL00501 to 511	61
Exhibit 17	Payroll Check Register Bates DOL00500	62
Exhibit 18	Employee Census Hours/Month	66
Exhibit 19	Insurance Policy	73

DEPOSITION SUPPORT INDEX

- - - - -

Direction to Witness Not to Answer

Page Line

NONE

Request for Production of Documents

Page Line

NONE

Question Marked

Page Line

NONE

- - - - -

JOSEPH MARINO, having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. GLICK:

Q. Good morning, Mr. Marino.

A. Good morning.

Q. Thank you for bearing with us this morning as we resolved some of these matters, I appreciate you coming here today.

As I previously introduced myself, my name is Jason Glick. I represent the Secretary of Labor in Sun Valley Orchards, LLC, case number 2017-TAE-00003. And I represent the Administrator of the US Department of Labor Wage and Hour Division in a case called in re: Agustin Hernandez, case number 2017-MSP-00002.

And we're here today for the deposition of both yourself, Mr. Joseph Marino, and of the corporation, Sun Valley Orchards, LLC.

As I'm sure your counsel has explained, I'm going to ask you questions

today. It's very important that you respond verbally so that the court reporter can record your responses. Do you understand?

A. Yes.

Q. It's also very important that you understand my questions. So if anything that I say is unclear or you would like me to -- if you don't understand a question, will you let me know that?

A. Yes.

Q. If you answer a question, I will assume that you understood the question. Do you understand?

A. Yes.

Q. If you need a break, please let me know and I'll make every effort to accommodate you promptly. If we're in the middle of a question, however, I'm going to ask that you finish my question before we break.

During the deposition today, I will use the term "Sun Valley" to refer to Sun Valley Orchards LLC. Do you understand?

A. Yes.

Q. When I refer to a worker in the United States on an H-2A visa, I'm going to say

H-2A worker. Do you understand?

A. Yes.

Q. When I refer to an agricultural worker in the US without an H-2A visa, I'm going to say either a domestic worker or a non-H-2A worker, do you understand?

A. Yes.

Q. Unless I specify otherwise, I'll be asking you questions about year 2015. Do you understand?

A. Yes.

Q. Do you understand that you're under oath today and must answer questions truthfully and to the best of your ability?

A. Yes.

Q. Do you understand that's the same oath that you would swear in court?

A. Yes.

Q. Because it's critical to get your full, complete and accurate answers, I have to ask, are you taking any medication or drugs of any kind or have you consumed any cough syrup or medicine that might make it difficult for you to understand and answer my questions today?

A. No.
Q. Is there any reason that you cannot truthfully answer my questions today?
A. No.
Q. Have you ever been deposed before?
A. Yes.
Q. How many times?
A. Once.
Q. What kind of proceeding was that?
A. I'm not sure what to call it.
Q. What was the case about?
A. That involved a previous driver that worked for us.
Q. Have you ever --
A. Separate company.
Q. Was that a case regarding something at Sun Valley?
A. No.
Q. Have you ever been deposed in connection with your work at Sun Valley?
A. No.
Q. Have you ever been involved in any other civil legal proceeding?
A. No.
Q. When did you learn about this

lawsuit?

A. When he came and dropped it on my desk. I forget his name.

Q. Let the record reflect the witness indicated Mr. Steven Risko.

What's your understanding of the nature of this lawsuit?

A. I'm not sure.

Q. Do you understand what this lawsuit is about?

A. No.

Q. Do you speak Spanish?

A. No.

Q. Do you understand any Spanish?

A. Very little.

Q. Do you use any Spanish in your work at Sun Valley?

A. No.

Q. I know you said very little, is there anything more you can explain about how much Spanish you understand?

A. I took two years of Spanish in school.

Q. Do you ever hear conversations at Sun Valley in Spanish?

A. Sure.
Q. Do you understand those conversations?
A. No.
Q. Now, in addition to testifying for yourself here today, you're also testifying on behalf of Sun Valley Orchards in this case. Do you understand?
A. Yes.
Q. I will assume that you're answering my questions on behalf of both yourself and on behalf of Sun Valley unless you tell me differently. Do you understand?
A. Yes.
Q. Prior to your deposition today, I provided Mr. Schulte with a list of topics that I would cover with you in this deposition of Sun Valley. Have you seen that list?
A. Yes.

MR. GLICK: I would like to introduce this as Exhibit 13.

- - - - -

(Amended Notice of Deposition marked J. Marino Exhibit 13 for identification.)

despite having considerable additional time to do so. And that Mr. Marino has specifically testified, contrary to counsel's representation, that he is experienced, he owns the company and he has expertise in the company and its operations and is prepared to answer whatever questions counsel raises to him.

And we would object completely to any proposal to reopen the deposition or to ask additional witnesses, particularly, those who have already been made available at considerable time and expense.

BY MR. GLICK:

Q. I have every intention of carrying out the deposition efficiently and I appreciate your willingness to answer my questions today. Mr. Marino, how long have you been at Sun Valley?

A. Since I -- Sun Valley, clarify.

Q. Do you work for Sun Valley?

A. I'm part owner of Sun Valley Orchards, LLC.

Q. How long have you been part owner at Sun Valley Orchards, LLC?

A. Sun Valley Orchards, LLC, it's relatively new. I'm not quite sure of the year.

Q. Have you been part owner of Sun Valley Orchards, LLC since that corporation came into existence?

A. Ask the question again.

Q. Since Sun Valley Orchards, LLC was formed --

A. Yes.

Q. -- have you been part owner at Sun Valley since that time?

A. Yes.

Q. Prior to that time, Sun Valley Orchards had -- scratch that. Were you ever part owner at Marino Brothers?

A. Yes.

Q. When did you become part owner at Marino Brothers?

A. I can't recall. It's a long time ago.

Q. Was it more than ten years ago?

A. Yes.

Q. Were your responsibilities at Marino Brothers the same as your responsibilities at Sun Valley?

A. Yes.

Q. What do you do at Sun Valley?

A. Sales and administrative.

Q. Anything else?

A. I work. Yes, I work, things on the farm. Things, various things that need to be done on the farm, tractor work, any work, anything that needs to be done. I'm primarily, I'm in sales and administrative.

Q. About what percent of your time at Sun Valley do you spend on sales and administrative work?

A. It depends on the time of year.

Q. In 2015, about what percent of your time did you spend on sales and administrative work?

A. It depends on the time of the year.

Q. How would you break down the year?

A. There's the summer season when we're in harvest and the majority of my time is spent in sales. Then there is postharvest and pre harvest where I might be spending most of

my time with office, company, end-of-year stuff. Spring season, it's all farmwork.

Q. What months correspond to the preharvest time?

A. January to April.

Q. What about postharvest?

A. October to December.

Q. During the preharvest time, what kind of work do you do in the office?

A. Pre-season sales stuff.

Q. Is there other kind of work you do in the office during pre-season?

A. There's a lot of things I do. There's just no one word answer to give you to encompass all that I do.

Q. Are you --

A. You're inundated every day with different tasks. It's just the way it is when you own a business. There's no big departments. You don't hand things off. So you just do what is needed to be done the day it needs to be done.

Q. You're involved in a lot of things at Sun Valley?

A. Yes.

Q. Anything Sun Valley does that you're not involved in?
A. No.
Q. Are you involved in the payroll for the H-2A workers?
A. To some extent.
Q. Were you involved in 2015 in the payroll for H2 workers?
A. To some extent.
Q. How were you involved?
A. Like I told you, I'm involved with -- I handle most of our IT issues, so the software system that we use, I researched and implemented. I handle questions on that. Help the guys with their iPads and scanners, that type of thing. But I'm not involved in the daily payroll or any of the wages or anything like that.
Q. Are those iPads used to track the hours workers work?
A. Yes.
Q. Is that through the system called PET Tiger?
A. Yes.
Q. Is that the system that Sun Valley

used to track workers' hours in 2015?

A. Yes.

Q. Can you tell me more about how Sun Valley used PET Tiger in 2015?

A. It is a software and hardware system that gives you the availability to keep track of your payroll. That's how we used it. Electronically. So that there's no mistakes.

Q. Does it keep track of the amount of pay workers receive?

A. Yes.

Q. Does it keep track of the number of hours Sun Valley's workers work each day?

A. Yes.

Q. Does it keep track of hours Sun Valley offers its workers, but that workers don't work on a given day?

A. Reask the question. I don't understand the question.

Q. Does Sun Valley use PET Tiger to track information about whether a worker does any work on a given day?

A. I still want you to clarify your question, then I'll answer it.

Q. If a worker doesn't perform any

work on a given day --

A. Yes.

Q. -- what would the PET Tiger system show about that worker?

A. If he's not there and present to be scanned into a job for the day, he has no hours or work for the day.

Q. Is there any other information in PET Tiger for that worker on a day when he doesn't work?

A. I'm not understanding your question. I'll explain, workers get an ID card. They have a scanner and an iPad runs the software. You show up to work. You scan your ID. You scan your job, whatever it is you're doing for the day. It keeps track of it. If you're not there, there's nobody to scan. So I don't -- I'm not getting your question. It's very simple. You either show up for work or you don't.

Q. And when a worker doesn't show up for work, does Sun Valley record that in any other system?

A. No.

Q. Does Sun Valley record the reason

that a worker doesn't show up for work on a given day?

A. No.

Q. In 2015, did Sun Valley record the reason that a worker didn't show up for work on a given day?

A. Not to my knowledge.

Q. Who would know the answer to that question?

A. To what question?

Q. Who would know whether in 2015 if a worker didn't show up for work on a given day, the reason for the worker not showing up was tracked in some system?

A. What do you mean was tracked in some system? You're asking -- reask the question. I don't understand the question.

Q. Besides the PET Tiger, what kind of payroll software did Sun Valley use in 2015?

A. Famous actually prints the paychecks. Famous software is our operating system. PET Tiger is a third-party software system that collects the data that transfers to Famous to print the checks.

Q. So Famous is a system Sun Valley

used?

A. That's our operating system. That's our accounting software.

Q. Other than PET Tiger, are there any other sources of information supplied to Famous?

A. Reask the question. I don't -- be more specific.

Q. The information to print the paychecks comes from the Famous system?

A. The information to print the checks is generated by PET Tiger. That information transfers daily to Famous, our accounting system. Famous physically prints the checks. PET Tiger doesn't print paychecks. PET Tiger is a data collection software system. Famous is our operating system, that's our accounting system. It runs our general ledger and everything else, sales, invoicing, accounts receivable, payable.

Q. Did Sun Valley use any other payroll systems in 2015?

A. No.

Q. Did Sun Valley use any other systems to keep track of the number of hours

worked in 2015?

A. No.

Q. Did Sun Valley use any other systems in 2015 to keep track of the reasons why a worker didn't work on any given day?

A. No.

Q. Did Sun Valley keep any other documents of the reasons why a worker didn't work on a given day?

A. I guess that depends. You got to be more specific with your question.

Q. Are there any such documents?

A. Documents for what?

Q. The reasons why in 2015 a worker didn't perform work on a given day.

A. On a given day or a series of days? Be more specific with your question.

Q. Let's take the first one, on a given day.

A. Not to my knowledge. You're talking about an employee that just for whatever reason didn't show up for work for one day?

Q. An employee for whatever reason didn't show up for work in one day, where would

you look to see to find out the reason why the worker didn't show up?

A. I don't know the answer to that.

Q. Who would know the answer to that?

A. Agustin or my brother Russ.

Q. What about on any series of days?

A. Again, Agustin on my brother Russ. You had him yesterday.

Q. In 2015, how much did you interact with Sun Valley's H-2A workers?

A. Very little.

Q. About how often?

A. I can't say.

Q. Was it less than once a week?

A. I'm not sure.

Q. In 2015, how often did you -- in 2015, how often were you in the fields while H-2A workers were working in the fields?

A. Very little.

Q. About how often?

A. Be more specific with the question.

Q. Did you talk to workers in the fields in 2015?

A. No. I told you, I don't speak Spanish.

Q. Do any of the Sun Valley's workers speak English?

A. Agustin. That's the only one, to my knowledge.

Q. Did you understand any conversations that you overheard in 2015 in the fields?

A. No.

Q. What about Sun Valley's non-H-2A workers in the fields, did you understand any of those conversations in 2015?

A. Again, I'm not bilingual, no.

Q. Who decided that Sun Valley would participate in the H-2A program?

A. We all did.

Q. Who does that include?

A. Myself, my brother, Russell, Jr., my father, Russell, Sr., my Uncle Harry.

Q. Why did you all decide to participate in the H-2A program?

A. Because there's not an available domestic supply of labor to do the type of work that's needed on the farm.

Q. Sun Valley used a company called NAC to help submit paperwork to participate in

the H-2A program, right?

A. I'm not sure of the acronym, my brother deals with that company and if that is the same, is that Theresa's? I don't, I can't, I can't tell by the acronym. I don't know.

Q. There's a company, there's a person named Theresa.

A. With the company that we deal with, I believe, I believe her name is Theresa.

Q. Do you know the name of that company?

A. No, not off the top of my head.

Q. Who supplied information to that company from Sun Valley?

A. What company?

Q. The company Theresa works for, who supplied information to that company?

A. My brother, Russell.

Q. Did anyone else supply information to that company?

A. No.

Q. Were you personally involved in submitting any information to that company?

A. No.

Q. Were you personally involved in Sun

Valley hiring any H-2A workers to work in 2015?

A. No.

Q. Were you personally involved in Sun Valley hiring any non-H-2A workers to work in 2015?

A. No.

Q. The workers who worked at Sun Valley in 2015 who were none H-2A workers, were you personally involved in hiring them in any previous years?

A. No.

Q. Who decided how many hours of work to list on the job offers in the H-2A program in 2015?

A. I'm not sure.

Q. Who would know?

A. My brother Russ.

Q. In 2015, who at Sun Valley decided how many hours workers worked each day?

A. I'm not sure.

Q. Who would know?

A. Russ.

Q. In 2015, did workers have a choice of how many hours to work each day?

A. I can't answer that.

Q. Why not?
A. I don't, I don't deal with that. Russ could answer that question.
Q. Did you take any efforts to find out the answer to that question before today?
A. No.
Q. Who hires the workers at Sun Valley?
A. Again, you have to ask Russ.
Q. Why is that?
A. How can I say this? How can I say this in a nice way? He, in our company, is in charge of this H-2A program and the whole process and dealing with the company that we use. And he works in conjunction with Agustin and that's how it happens. I don't have a hand in it. So that's, I have my own issues. I have my own responsibilities that I don't inundate him and my other two partners with. We have our own responsibilities.
Q. In 2015, did Sun Valley offer rides to workers to purchase groceries at a nearby town?
A. I believe so. You've got to ask Russ.

Q. Did Sun Valley ever provide workers with meals?
A. No.
Q. Is there a kitchen at Sun Valley?
A. Yes.
Q. Does someone prepare meals in those kitchens?
A. I think so.
Q. Who is that?
A. Agustin.
Q. Did Agustin provide, prepare meals in those kitchens in 2015?
A. Ask Agustin.
Q. In 2015, did Agustin prepare meals in the kitchens?
A. Ask Agustin. I'm not Agustin. I'm not answering on Agustin's behalf. You had him Monday.
Q. Mr. Marino, do you know if Agustin prepared meals in Sun Valley's kitchen in 2015?
A. I believe he did. You have to ask him.
Q. Did you enter the kitchen in 2015?
A. Nope.
Q. Did you ever enter the working

eating area in 2015?

A. No.

Q. Did you ever enter the Sun Valley's worker housing camp in 2015?

A. I drive by it. I don't enter it.

Q. In 2015, you didn't enter the worker housing camp?

A. No.

Q. Have you ever spoken with Agustin Hernandez about the kitchen at Sun Valley?

A. Yes.

Q. When was that?

A. I don't recall.

Q. Do you remember any times you have spoken with Agustin Hernandez about the kitchen at Sun Valley?

A. Just when we've had company meetings where we bring him in and talk about things and season and --

Q. At those meetings, do you remember anything you discussed with Agustin Hernandez about meals at Sun Valley?

A. No. I don't understand the question.

Q. There were meetings at Sun Valley

that you participated in?

A. Sure.

Q. Agustin Hernandez was at some of those meetings?

A. Sure.

Q. Did you ever discuss meals at Sun Valley with --

A. Meals, no.

Q. Did he ever discuss meals at Sun Valley at those meetings?

A. Nope.

Q. At any of the meetings that you've held at Sun Valley where Agustin Hernandez was present, did anyone discuss the kitchen at Sun Valley with him?

A. Yes.

Q. What was discussed at that meeting?

A. The shape of the kitchen. If the stoves are adequate. Just the overall condition of the facility.

Q. Anything else about the kitchen?

A. We provide the facility and we have nothing to do with it after that. It's not our -- it's not -- it's nothing to do with us.

Q. When you say facility, what does

Sun Valley provide?

A. We provide free housing and we provide a kitchen. Pay all the utilities and that's it.

Q. Does Sun Valley provide any of the equipment in the kitchen?

A. I think we did, yeah. I think we bought everything, the stoves, we -- we provided all that.

Q. What else in the kitchen did Sun Valley provide?

A. I'm not sure. I don't know all that's in there. I don't even know.

Q. So when you discussed the kitchen at Sun Valley with Agustin Hernandez, what did you discuss?

A. You asked if I was present at discussions, I said yes. What was discussed, I don't remember. I don't know. I told you overall condition of the facilities. That's my answer.

Q. Do you remember anything about what was discussed in the meetings with Agustin Hernandez at Sun Valley about the kitchen?

A. No.

Q. Did Sun Valley change anything about the way the kitchen operated in 2015?
A. Not to my knowledge.
Q. Does Sun Valley give Agustin Hernandez any instructions about how to operate the kitchen?
A. No.
Q. Did Sun Valley set any rules for how Agustin Hernandez ran the kitchen?
A. No.
Q. Sun Valley paid some money in 2013 because of a US Department of Labor audit?
MR. SCHULTE: Objection. Are you asking or testifying?
BY MR. GLICK:
Q. Do you know if Sun Valley paid money in 2013 because of a US Department of Labor audit?
A. No.
Q. Do you know if Sun Valley ever paid money because US Department of Labor audit determined that workers were overcharged for their meals?
A. No.
Q. In 2015, were Sun Valley's H-2A

A. My brother, Russ.
Q. Anyone else?
A. Not to my knowledge.
Q. Who at the payroll office would be informed about that kind of problem?
A. Lisa.
Q. Is that Lisa Justice?
A. Yes.
Q. Anyone else at Sun Valley keep track of those kinds of problems in the payroll office?
A. No.
Q. Does anyone else work in the payroll office at Sun Valley?
A. No.
Q. A minute ago, you mentioned Sun Valley's records. What kinds of records does Sun Valley have of the hours H-2A workers worked in 2015?
A. Whatever PET Tiger is capable of.
Q. Does Sun Valley use any systems other than PET Tiger to keep track of the hours H-2A workers worked in 2015?
A. No.
Q. Does PET Tiger keep track of the

time of day that a worker clocked in?
A. Yes.
Q. Does PET Tiger keep track of the time of day that a worker clocked out?
A. Yes.
Q. PET Tiger is an electronic system?
A. Yes.
Q. What kinds of reports can be run from that PET Tiger system?
A. I'm not sure. I don't use it daily.
Q. Who uses the PET Tiger system?
A. Lisa.
Q. Does Sun Valley currently have information from 2015 about the hours workers worked in 2015?
A. Reask the question.
Q. Does Sun Valley still have information in PET Tiger about the hours workers worked in 2015?
A. Yeah.
Q. About the pay workers received in 2015?
A. Yes.
Q. Does Sun Valley have records from

2015 about which days workers didn't work?
A. No.
Q. Are you familiar with a job order from the H-2A program in 2015 at Sun Valley?
A. No.
Q. Do you know whether the workers at Sun Valley in 2015 were guaranteed the opportunity to work a certain number of hours?
A. Oh yeah, I know that, yes.
Q. Can you tell me about your understanding of that guarantee in 2015 for the H-2A workers?
A. There's a guarantee that needs to be met. And it's -- I don't know what it is.
Q. Do you know if the guarantee is broken down at all by weeks or months or days?
A. I don't know. I just know that there's a guarantee.
Q. How does Sun Valley keep track of whether workers have been offered the number of hours under that guarantee?
A. Through the payroll software.
Q. How does Sun Valley use that payroll software to keep track?
A. You could pick an employee and run

his work history. It will generate reports and they got all the reports they wanted. It generates reports until you can't read them no more.

Q. What specific information would that work history show?

A. I don't know, whatever you ask it to show. I don't know. I don't use it. I don't use it. I just know that it can do it.

Q. Do you know if it can show the number of hours a worker worked in a particular day?

A. Yes.

Q. Do you know if it shows the reason why a worker didn't work a certain day?

A. Reask the question. I don't know why you keep going back to this, because it's -- like it's not relevant. Reask the question, because I don't understand it.

Q. PET Tiger can run reports?

A. Yes.

Q. Someone from Sun Valley can use PET Tiger to run a report?

A. Yes.

Q. That report would show information

about work that the H-2A workers in 2015 did at Sun Valley?

A. Yes.

Q. That report would show -- that kind of report could show the number of hours that a given worker worked in 2015 at Sun Valley?

A. Yes.

Q. Could that report show any information about why a worker didn't work on a given day?

A. Not to my knowledge.

Q. Who would know that?

A. No idea.

Q. If you wanted to find that out, who would you ask?

A. Russ.

Q. In 2015, did Sun Valley take any steps to determine whether any of its workers were owed money in relation to the three-quarters guarantee?

A. I don't understand your question.

Q. In 2015, did Sun Valley take any steps to figure out whether any workers had met the three-quarters guarantee?

A. I'm sorry, explain that again.

the typed information in Exhibit 8?

A. I do not know, no. You'd have to ask Russ. His name is clearly on it, so I hope you asked him yesterday.

Q. If Agustin Hernandez testified that you personally posted Exhibit 8 at Sun Valley, how would you respond?

MR. SCHULTE: Objection, that's actually not at all what Agustin Hernandez testified to, so that's a hypothetical.

BY MR. GLICK:

Q. Did you personally post Exhibit 8 at Sun Valley?

A. No. No.

Q. You're not involved in maintaining the housing at Sun Valley?

A. No.

Q. You're not involved in inspecting the housing camp at Sun Valley?

A. Nope.

Q. Preparing the housing facility at Sun Valley?

A. No.

Q. You're not involved in inspecting

the bathrooms at the working housing camp at Sun Valley?

A. No, no, no.

Q. You're not involved in the transport of workers between the housing camp and the fields at Sun Valley?

A. No.

Q. You're not involved in maintaining those vehicles?

A. No.

Q. You're not involved in overseeing who drives those vehicles?

A. No.

Q. Sun Valley employs a mechanic named Leonard Fleming?

A. Yes.

Q. Who oversees Leonard Fleming?

A. The owners. We all do. He's an employee of us. He has no mechanic boss.

Q. Do you ever assign work to Leonard Fleming?

A. Sure.

Q. What kinds of work do you assign him?

A. Things that need to be fixed.

A. You've got to ask my brother. That's him. Not me.

Q. Mr. Marino, I'm showing you a document that I would like to have marked as Exhibit 19.

- - - - -

(Insurance Policy marked J. Marino Exhibit 19 for identification.)

- - - - -

BY MR. GLICK:

Q. Do you recognize Exhibit 19?

A. It looks like it's from our insurance company.

Q. Sun Valley insures the vehicles that it owns?

A. Yes, we do.

Q. Who at Sun Valley is in charge of making sure that the vehicles are insured?

A. My mother.

Q. What's your mother's name?

A. Judith Marino.

Q. Is your mother an owner at Sun Valley?

A. No.

Q. Is she an employee of Sun Valley?

A. Yes.
Q. Does he have a job title?
A. Yeah, she's the glue that keeps it all together. She's accounts receivable and all of this administrative stuff, vans and titles and insurance. And so it's a very big, very big responsibility for my mother. She's got a lot of stuff to keep straight.
Q. The US Department of Labor previously cited Sun Valley for problems with some of the tire treads on some of its vehicles. Do you know about that?
A. No.
Q. Who would know about that?
A. Russ.
Q. Do you know what steps Sun Valley took to address the tire tread problems that the US Department of Labor found in a previous investigation?
A. Russ would.
Q. Do you know?
A. No. See, when they come, they meet with him. And then he gets the findings, whatever it is, the nitpicky stuff that they find and it gets addressed, but Russ addresses

it. Russ handles it. So again, I'll reiterate that, it's my brother. So I hoped you asked him yesterday.

Q. There was some groups of workers who left Sun Valley early in 2015?

A. Be more specific.

MR. SCHULTE: The testimony was that there was a group of workers, we covered this earlier.

THE WITNESS: Yeah.

BY MR. GLICK:

Q. Was there a group of workers who Sun Valley laid off in 2015?

A. Yes.

Q. Were you personally involved in the decision to lay those workers off?

A. Yeah, we all discuss it. We all discuss what was going on in our business.

Q. Can you tell me more about the circumstances that led to the layoff of those workers?

A. We had a crop disaster. We lost our pepper crop. We had nothing left to pick. Nothing left to pick. There's no work. So we determined we had to let people go. And we

made sure that their contracts were fulfilled for the guys that were laid off. That's the end of that. There's no work. It's a disaster.

Q. Those workers who were laid off in 2015, did they sign forms before they left?

A. I don't know. Because I don't get involved in any of that after the fact. That's my brother. That's the agent that we used to make sure that we follow everything that is supposed to be followed, to do what we're supposed to do. I'm not involved in that.

Q. Who was involved in determining whether the workers who were laid off received the three-quarters guarantee?

A. Russ and Lisa. We ran detailed reports like you're putting in front of my face to determine that they actually worked the time before anybody was laid off. Because none of us want to be sitting here. You can bet that. None of us. You might think we do coming in our office throwing this stuff at us, but we don't. That's why we spend what we spend. That's why we hired the consultant and we ask questions and we do, but we were advised to

CERTIFICATION

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on April 20, 2017, and that this is a correct transcript of same.

Robin L. Clark
Registered Professional Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-02

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY SINGLE LIMIT $500,000 EACH ACCIDENT	7	1083.00	858.00	337.00	135.00
PERSONAL INJURY PROTECTION SEE ADDN'L POLICY PAGE FOR COVERAGE BREAKDOWN	7			77.00	77.00
MEDICAL LIMITS $ 500 EACH PERSON	7	13.00			
EXTENDED MEDICAL EXPENSE BENEFITS $10,000 PER PERSON PER ACCIDENT				1.00	1.00
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	35.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

DESCRIPTION OF AUTO(S)	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
	1	98	FORD CONVENTION TRKT	1FTYY95W8TVA23769	078	50499	
	2	08	GMC SIERRA K15 PICK	1GTEK14058Z218742	020	03499	
	3	14	GMC SIERRA K15 XPKP	1GTV2UEC1EZ377675	034	03469	
	4	98	ISU HOMBRE PICK	1GGDT14X5W8850852	017	795300	

2 1 3 4

CLASSIFICATION | CA

ST	TERR	SYM	ADD'L	VEH TYP	RADIUS USE	RUN VEH	SIZE WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY PROCESS DATE: 11/26/14

Δ π EXHIBIT 19
Deponent J. Marino
Date 4-20-17 Rptr RC

DOL00374

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-02

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
PHYSICAL DAMAGE COMPREHENSIVE ACV LESS $ 500 DEDUCTIBLE	7		89.00	99.00	
COLLISION ACV LESS $ 500 DEDUCTIBLE	7		292.00	407.00	
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		1131.00	1074.00	956.00	248.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS	
DESCRIPTION OF AUTO(S)	1	96	FORD CONVENTION TRKT	1FTYY95W6TVA23769	078	50499		2
	2	08	GMC SIERRA K15 PICK	1GTEK14058Z216742	020	03489		1
	3	14	GMC SIERRA K15 XPKP	1GTV2UEC1EZ377675	034	03489		3
	4	98	ISU HOMBRE PICK	1GGDT14X5W8650852	017	795300		4

CLASSIFICATION — CA

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	PUB USE	SIZE WT.
29	001	15	0	L	B	C	X
29	001	09	8	L	B	C	L
29	001	13	2	L	B	C	L
29	001	07	0	J	B	S	L

ENDORSEMENTS ATTACHED TO THIS POLICY

CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA22301113
CA22311013 CA23051013 CA23941013 CA99031013 FI99070108
CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $31.00
TRANSACTION CHARGE $3,409.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/28/14

DOL00375

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-02

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 3 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					
AUTO 4 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

DESCRIPTION OF AUTO(S)	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
	1	98	FORD CONVENTION TRKT	1FTYY95W8TVA23769	078	50499	
	2	08	GMC SIERRA K15 PICK	1GTEK14058Z218742	020	03499	
	3	14	GMC SIERRA K15 XPKP	1GTV2UEC1EZ377675	034	03469	
	4	98	ISU HOMBRE PICK	1GGDT14X5W8650652	017	795300	

2
1
3
4

CLASSIFICATION | CA | ENDORSEMENTS ATTACHED TO THIS POLICY

ST	TERR	SYM	ADD	VEH TYP	RADIUS USE	RUB USE	SIZE WT.

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

D-7
C

DOL00376

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-03

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY SINGLE LIMIT $500,000 EACH ACCIDENT	7	658.00	658.00	658.00	301.00
PERSONAL INJURY PROTECTION SEE ADDN'L POLICY PAGE FOR COVERAGE BREAKDOWN	7				77.00
MEDICAL LIMITS EXTENDED MEDICAL EXPENSE BENEFITS $10,000 PER PERSON PER ACCIDENT	7				1.00
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	35.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	11	FORD F250 SUPER CREW	1FT7W2BT8BEA25444	034	03499	
	2	09	CHEV SILVERADO XPKP	1GCEK29089Z298777	030	03499	
	3	08	GMC SIERRA K15 XPKP	2GTEK19J381144143	026	03499	
	4	02	CHEV SILVERADO PICK	1GCEK14T72Z177704	020	03489	

3 1 2 4

CLASSIFICATION CA

ET	TERR	SYM	AGE	VEH TYP	RADI USE	SUB USE	SIZE WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY PROCESS DATE: 11/26/14

D-7 D

DOL00377

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
28 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-03

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
PHYSICAL DAMAGE COMPREHENSIVE ACV LESS $ 500 DEDUCTIBLE	7	131.00	116.00	109.00	42.00
COLLISION ACV LESS $ 500 DEDUCTIBLE	7	454.00	388.00	341.00	127.00
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		1278.00	1177.00	1143.00	583.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	11	FORD F250 SUPER CREW	1FT7W2BT8BEA25444	034	03499	
	2	09	CHEV SILVERADO XPKP	1GCEK29089Z298777	030	03499	
	3	08	GMC SIERRA K15 XPKP	2GTEK19J381144143	026	03499	
	4	02	CHEV SILVERADO PICK	1GCEK14T72Z177704	020	03489	

3124

CLASSIFICATION — CA

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	BUS USE	SYS WT
29	001	13	5	L	6	C	L
29	001	12	7	L	6	C	L
29	001	11	8	L	6	C	L
29	001	09	C	L	6	C	L

ENDORSEMENTS ATTACHED TO THIS POLICY
CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA22301113
CA22311013 CA23051013 CA23941013 CA99031013 FI99070108
CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $38.00
TRANSACTION CHARGE $4,181.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

07 E

DOL00378

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 858-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-03

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY — Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos"shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 4 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	11	FORD F250 SUPER CREW	1FT7W2BT8BEA25444	034	03499	
	2	09	CHEV SILVERADO XPKP	1GCEK29089Z298777	030	03489	
	3	08	GMC SIERRA K15 XPKP	2GTEK19J381144143	028	03499	
	4	02	CHEV SILVERADO PICK	1GCEK14T72Z177704	020	03469	

3 1 2 4

CLASSIFICATION — CA

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	SIZE USE	SIZE WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/28/14

D77 F

DOL00379

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 858-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-04

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY

Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY SINGLE LIMIT $500,000 EACH ACCIDENT	7	301.00	128.00	128.00	
PERSONAL INJURY PROTECTION SEE ADDN'L POLICY PAGE FOR COVERAGE BREAKDOWN	7	77.00	77.00	77.00	
MEDICAL LIMITS EXTENDED MEDICAL EXPENSE BENEFITS $10,000 PER PERSON PER ACCIDENT	7	1.00	1.00	1.00	
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	02	CHEV SILVERADO PICK	1GCEK14T92Z178778	020	03489	
	2	89	GMC RALLY/VAND CARG	1GDGG35K3K7514081	012	795300	
	3	88	GMC RALLY/VAND CARG	1GDGG35K8J7518545	011	795300	

1 4 3

CLASSIFICATION CA

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	BUS USE	SIZE WT

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

D.T. G

DOL00380

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-04

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
PHYSICAL DAMAGE COMPREHENSIVE ACV LESS $ 500 DEDUCTIBLE	7	42.00			
COLLISION ACV LESS $ 500 DEDUCTIBLE	7	127.00			
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		583.00	241.00	241.00	

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE - MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	02	CHEV SILVERADO PICK	1GCEK14T92Z178778	020	03489	
	2	89	GMC RALLY/VAND CARG	1GDGG35K3K7514081	012	795300	
	3	88	GMC RALLY/VAND CARG	1GDGG35K8J7518545	011	795300	

1 4 3

CLASSIFICATION — CA

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	SUR USE	SIZE WT.
29	001	09	C	L	6	C	L
29	001	05	O	J	6	S	L
29	001	05	O	J	6	S	L

ENDORSEMENTS ATTACHED TO THIS POLICY

CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA22301113
CA22311013 CC22990312 CA23051013 CA23941013 CA99031013
FI99070108 CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $10.00
TRANSACTION CHARGE $1,085.00

07 H

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00381

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-04

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 1 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					
AUTO 2 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					
AUTO 3 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	02	CHEV SILVERADO PICK	1GCEK14T92Z178778	020	03469	
	2	89	GMC RALLY/VAND CARG	1GDGG35K3K7514081	012	795300	
	3	88	GMC RALLY/VAND CARG	1GDGG35K8J7518545	011	795300	

CLASSIFICATION CA

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	BUS USE	SIZE WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00382

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-05

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY — Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY SINGLE LIMIT $500,000 EACH ACCIDENT	7	231.00	135.00	128.00	113.00
PERSONAL INJURY PROTECTION SEE ADDN'L POLICY PAGE FOR COVERAGE BREAKDOWN	7	77.00	77.00	77.00	77.00
MEDICAL LIMITS EXTENDED MEDICAL EXPENSE BENEFITS $10,000 PER PERSON PER ACCIDENT	7	1.00	1.00	1.00	1.00
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	35.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS	
DESCRIPTION OF AUTO(S)	1	14	GMC SIERRA K15 XPKP	1GTV2UEC0EZ101021	034	01489		2
	2	93	CHEV G30 SPORTV CARG	2GBHG35J4P4148686	018	795300		3
	3	88	GMC RALLY/VAND CARG	1GDGG35K3J7530957	011	795300		1
	4	78	FORD TRUCK	AR80DV2B3227	010	795300		4

CLASSIFICATION

VT	TERR	SYM	AGE	VEH TYP	RADI USE	SUB USE	RADS WT

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS	
DRIVERS					

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00383

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-05

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY — Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
PHYSICAL DAMAGE COMPREHENSIVE ACV LESS $ 500 DEDUCTIBLE	7	88.00			
COLLISION ACV LESS $ 500 DEDUCTIBLE	7	353.00			
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		783.00	248.00	241.00	226.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

DESCRIPTION OF AUTO(S)	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS	
	1	14	GMC SIERRA K15 XPKP	1GTV2UEC0EZ101021	034	01469		2
	2	93	CHEV G30 SPORTV CARG	2GBHG35J4P4148888	018	795300		3
	3	88	GMC RALLY/VAND CARG	1GDGG35K3J7530957	011	795300		1
	4	78	FORD TRUCK	AR80DV2B3227	010	795300		4

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RADIUS	DUTY USE	SIZE WT.
29	001	13	2	L	6	S	L
29	001	07	0	J	6	S	L
29	001	05	0	J	6	S	L
29	001	04	0	J	6	S	L

ENDORSEMENTS ATTACHED TO THIS POLICY

CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA22301113
CA22311013 CC22990312 CA23051013 CA23941013 CA99031013
FI99070108 CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $13.00
TRANSACTION CHARGE $1,498.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

D-7
K

DOL00384

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-05

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 1 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					
AUTO 2 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					
AUTO 3 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS	
DESCRIPTION OF AUTO(S)	1	14	GMC SIERRA K15 XPKP	1GTV2UEC0EZ101021	034	01469		2
	2	93	CHEV G30 SPORTV CARG	2GBHG35J4P4148686	016	795300		3
	3	88	GMC RALLY/VAND CARG	1GDGG35K3J7530957	011	795300		1
	4	78	FORD TRUCK	AR80DV2B3227	010	795300		4

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RADIUS/TYPE	BUS USE	SIZE WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE

Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00385

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-05

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY — Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 4					
PERSONAL INJURY PROTECTION					
LIMITATION ON LAWSUIT OPTION					
PIP HEALTH INSURANCE OPTION DOES NOT APPLY					
ADDED PERSONAL INJURY PROTECTION					
INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400					
ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS	
DESCRIPTION OF AUTO(S)	1	14	GMC SIERRA K15 XPKP	1GTV2UEC0EZ101021	034	01469		2
	2	93	CHEV G30 SPORTV CARG	2GBHG35J4P4148888	016	795300		3
	3	88	GMC RALLY/VAND CARG	1GDGG35K3J7530957	011	795300		1
	4	78	FORD TRUCK	AR80DV2B3227	010	795300		4

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RAD USE	BUS USE	WTS WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00386

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 858-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-08

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY — Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY SINGLE LIMIT $500,000 EACH ACCIDENT	7	758.00	748.00	234.00	135.00
PERSONAL INJURY PROTECTION SEE ADDN'L POLICY PAGE FOR COVERAGE BREAKDOWN	7				77.00
MEDICAL LIMITS $ 500 EACH PERSON EXTENDED MEDICAL EXPENSE BENEFITS $10,000 PER PERSON PER ACCIDENT	7	13.00	13.00	13.00	1.00
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	35.00
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		806.00	796.00	282.00	248.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

DESCRIPTION OF AUTO(S)	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
	1	84	INTL TRANSTAR F TRKT	2HSVDJWR7ECA13375	071	795300	
	2	98	MACK 600 RB600 CONV	1M2AM20CXTM002830	104	795300	
	3	81	FORD CONVENTION CONV	1FDXR74N1BVJ20228	016	795300	Deleted Not Running
	4	93	CHEV 200 SPORTY CARG	2GBHG35JXP4133879	016	795300	

3 2 4

CLASSIFICATION

ST	TERR	SYM	AGE	TYP TYP	RAD USE	BUS USE	SIZE WT.
29	001	15	0	J	6	S	X
29	001	16	0	J	6	S	E
29	001	06	0	J	6	S	H
29	001	07	0	J	6	S	L

ENDORSEMENTS ATTACHED TO THIS POLICY

CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA22301113
CA22311013 CA23051013 CA23941013 CA99031013 FI99070108
CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $19.00
TRANSACTION CHARGE $2,132.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/28/14

DOL00387

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 858-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 RDUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS:
SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-08

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 4 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	84	INTL TRANSTAR F TRKT	2HSVDJWR7ECA13375	071	795300	
	2	96	MACK 800 RB800 CONV	1M2AM20CXTM002930	104	795300	
	3	81	FORD CONVENTION CONV	1FDXR74N1BVJ20228	016	795300	
	4	93	CHEV G30 SPORTV CARG	2GBHG35JXP4123079	016	795300	

3241

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	RADIUS USE	SIZE WT

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

0.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00388

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2186 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-07

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business LIMITED LIABILITY Name of Insured Business /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY	7				
SINGLE LIMIT $500,000 EACH ACCIDENT		1317.00	1254.00	1192.00	1192.00
MEDICAL LIMITS $ 500 EACH PERSON	7	45.00	45.00	45.00	45.00
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	35.00
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		1397.00	1334.00	1272.00	1272.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	98	GMC SAVANA G35 CUTA	1GDHG31F1W1052772	020	411200	
	2	00	FORD E450 SUPER CUTA	1FDXE45F3YHB30688	019	411200	
	3	00	FORD E450 SUPER CUTA	1FDXE45F4YHB30604	012	411200	
	4	99	FORD ECONO COMM CUTA	1FDSE37F6XHA49233	012	411200	

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RAD USE	BUS USE	SIZE WT.
29	001	09	C	X	6	S	L
29	001	08	O	X	6	S	L
29	001	05	C	X	6	S	M
29	001	05	C	X	6	S	L

ENDORSEMENTS ATTACHED TO THIS POLICY

CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA23051013
CA23941013 CA99031013 FI99070108 CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $47.00
TRANSACTION CHARGE $5,275.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY PROCESS DATE: 11/28/14

DOL00389

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-08

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/15 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos"shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
LIABILITY	7				
SINGLE LIMIT $500,000 EACH ACCIDENT		897.00	1317.00	231.00	279.00
PERSONAL INJURY PROTECTION SEE ADDN'L POLICY PAGE FOR COVERAGE BREAKDOWN	7			77.00	
MEDICAL LIMITS $ 500 EACH PERSON	7		45.00		
EXTENDED MEDICAL EXPENSE BENEFITS $10,000 PER PERSON PER ACCIDENT				1.00	
UNINSURED MOTORIST INSURANCE SINGLE LIMIT $300,000 EACH ACCIDENT	7	35.00	35.00	35.00	35.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS	
DESCRIPTION OF AUTO(S)	1	03	KW CONSTRUCT TRKT	3WKDDB9X13F387814	113	50469		3
	2	98	GMC SAVANA G35 CUTA	1GDHG31F8W1028823	020	411200		1
	3	14	GMC SIERRA K15 PICK	1GTN2UEC2EZ143612	032	01469		4
	4	97	FORD F SUPER DU CAB	1FDLF47F0VEA11700	022	21469		2

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RADIUS USE	BUS USE	SIZE WT

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM:

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

D: 9

DOL00390

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 ROUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-08

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS (THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS)	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
PHYSICAL DAMAGE					
COMPREHENSIVE ACV LESS $ 500 DEDUCTIBLE	7	56.00		86.00	
COLLISION ACV LESS $ 500 DEDUCTIBLE	7	503.00		353.00	
IF THERE IS UM/UIM ON ANY COVERED AUTO, ANY TRAILER ATTACHED TO IT HAS THE SAME COVERAGE WITHOUT CHARGE.					
TOTAL VEHICLE PREMIUM		1491.00	1397.00	783.00	314.00

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	03	KW CONSTRUCT TRKT	3WKDDB9X13F387814	113	50469	
	2	98	GMC SAVANA G35 CUTA	1GDHG31F8W1026823	020	411200	
	3	14	GMC SIERRA K15 PICK	1GTN2UEC2EZ143612	032	01489	
	4	97	FORD F SUPER DU CAB	1FDLF47F0VEA11700	022	21489	

3142

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RAD USE	BUS USE	SIZE WT.
29	001	16	C	L	6	S	X
29	001	09	C	X	6	S	L
29	001	13	2	L	6	S	L
29	001	10	C	L	6	S	M

ENDORSEMENTS ATTACHED TO THIS POLICY

CA00011013 IL00030908 IL00171198 IL00210908 IL01410908
CA01841013 CA01881013 IL02080907 CA21141013 CA22301113
CA22311013 CA23051013 CA23941013 CA99031013 FI99070108
CC99081207 CC99150208

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS	1	RUSSELL J MARINO SR	121949	

PREMIUM:
GUARANTY FUND SURCHARGE $36.00
TRANSACTION CHARGE $3,985.00

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/26/14

DOL00391

THIS DECLARATIONS PAGE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS BEARING THE SAME POLICY NUMBER.

AGENT'S NO. 2188 | AGENT'S TELEPHONE 856-358-3900

AGENT'S NAME AND ADDRESS: DAVID S WEISS
DEMPSEY, WEISS & ASSOCIATES
418 RDUTE 77
ELMER NJ 08318-2757

UNITED FARM FAMILY INSURANCE COMPANY
BUSINESS AUTO DECLARATIONS

ITEM ONE. NAMED INSURED AND MAILING ADDRESS: SUN VALLEY ORCHARDS LLC
29 VESTRY RD
SWEDESBORO, NJ 08085-1271

POLICY NO. 2908C1375-08

AMENDMENT EFFECTIVE DATE 01/01/15

POLICY PERIOD: 01/01/15 FROM 01/01/16 TO 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

TYPE OF DECLARATIONS: RENEWAL POLICY

Form of Named Insured Business: LIMITED LIABILITY

Name of Insured Business: /VEGETABLE FARM

ITEM TWO. SCHEDULE OF COVERAGES AND COVERED AUTOS - (See Supplementary State Endorsements Where Applicable). This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos"shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES AND LIMITS THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	Symbol for covered autos*	ANNUAL PREMIUMS COVERED AUTO NUMBER AUTO 1	AUTO 2	AUTO 3	AUTO 4
AUTO 3 PERSONAL INJURY PROTECTION LIMITATION ON LAWSUIT OPTION PIP HEALTH INSURANCE OPTION DOES NOT APPLY ADDED PERSONAL INJURY PROTECTION INCOME CONTINUATION $100 PER WEEK TO A MAXIMUM OF $ 10,400 ESSENTIAL SERVICES $12 PER DAY TO A MAXIMUM OF $ 8,760					

*Entry of one or more of the symbols from SECTION I of the Business Auto Coverage Form (CA0001) shows which autos are covered autos.

ITEM THREE. SCHEDULE OF COVERED AUTOS YOU OWN.

	AUTO	YEAR	MAKE MODEL - BODY TYPE	IDENTIFICATION NUMBER	COST NEW	RATE CLASS	ALTERNATE GARAGE ADDRESS
DESCRIPTION OF AUTO(S)	1	03	KW CONSTRUCT TRKT	3WKDDB9X13F387814	113	50469	
	2	98	GMC SAVANA G35 CUTA	1GDHG31F8W1026823	020	411200	
	3	14	GMC SIERRA K15 PICK	1GTN2UEC2EZ143612	032	01489	
	4	97	FORD F SUPER DU CAB	1FDLF47FOVEA11700	022	21489	

CLASSIFICATION

ST	TERR	SYM	AGE	VEH TYP	RADIUS	BUS USE	SIZE WT.

ENDORSEMENTS ATTACHED TO THIS POLICY

LOSS PAYEE SEE REVERSE SIDE: Except for Towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.

	#	DRIVERS NAME	DATE OF BIRTH	DISCOUNTS
DRIVERS				

PREMIUM: D-775

COUNTERSIGNED BY _____ AUTHORIZED REPRESENTATIVE

INSURED COPY

PROCESS DATE: 11/28/14

DOL00392

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 5

PX 17

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Tuesday, April 18, 2017

- - - - -

Oral Deposition of AGUSTIN HERNANDEZ, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:51 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
and JACOB HEYMAN-KANTOR, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
heymankantor.jacob@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

ALEIDA PENTLAND, Interpreter

- - - - -

I N D E X

WITNESS	PAGE
AGUSTIN HERNANDEZ	
BY MR. GLICK:	5, 265
BY MR. SCHULTE:	260

E X H I B I T S

NUMBER	DESCRIPTION	MARKED
Hernandez		
Exhibit 1	List Bates DOL01212	216
Exhibit 2	Signature List by Crew Bates DOL01368 to 1369	219
Exhibit 3	Photographs	223
Exhibit 4	Photographs	230
Exhibit 5	Photographs Bates DOL000363	235
Exhibit 6	Store Receipt Bates DOLp1399	243
Exhibit 7	Store Receipt Bates DOL01422	248
Exhibit 8	Form Bates DOL01545 to 1546	256

DEPOSITION SUPPORT INDEX

- - - - -

Direction to Witness Not to Answer

Page Line

NONE

Request for Production of Documents

Page Line

NONE

Question Marked

Page Line

NONE

- - - - -

ALEIDA PENTLAND, having been duly sworn, translated the following questions from English to Spanish and Spanish to English as needed as follows:

- - - - -

AGUSTIN HERNANDEZ, having been duly sworn, was examined and testified as follows:

- - - - -

BY MR. GLICK:

Q. Good morning. My name is Jason Glick. With me today is Jacob Heyman-Kantor and we represent the Secretary of Labor in the case called in re: Sun Valley Orchards, 2017-TAE-00003. And we represent the administrator of the Wage and Hour Division in the case called in re: Agustin Hernandez, 2017-MSP-00002.

Mr. Hernandez, as I'm sure Mr. Schulte has explained, I'm going to ask you some questions today. And it's very important that you respond verbally so that the court reporter will be able to record your answers.

I just want to clarify, the witness has been sworn in, right?

THE COURT REPORTER: Yes.

BY MR. GLICK:

Q. It is also very important that you understand my questions this morning. I would like you to let me know if there's anything that you don't understand so that I can rephrase it. Do you understand that?

A. Yes.

Q. And I'm going to be asking you questions in English to start. And my understanding is that that's the language that you prefer to take this deposition in; is that correct?

A. That's correct.

Q. As you know, we have an interpreter with us this morning who can translate between English and Spanish. Do you understand?

A. Yes.

Q. And if there's any time when you prefer that I ask -- that my question be translated into Spanish, will you just let me know that, please?

A. Yes, I will.

Q. And if you answer in Spanish, then we will have the answer interpreted from Spanish to English.

Now, it's very important that we, for the transcript, that the deposition be conducted in one language at a time. Do you understand?

A. Yes.

Q. If you need a break, please let me know and I'll make every effort to accommodate you.

A. Okay.

Q. So if I am in the middle of a question, I will prefer that we finish the question and the answer before taking a break.

A. Okay.

Q. In order for the transcript to be clear, it's also very important that I finish my question before you begin your answer.

A. Okay.

Q. And so even if it seems pretty clear what my question is going to be, I will ask that you allow me to finish before answering.

A. Okay.

Q. Now, during the deposition today, I'll use the term "Sun Valley" to refer to the farm called Sun Valley Orchards. Do you understand?

A. Yes.

Q. And I may refer to a worker in the US on an H2 visa as an H-2A worker. Do you understand?

A. Yes.

Q. Unless I specify otherwise, I'm going to be asking you questions about the year 2015 today. Do you understand?

A. Yes.

Q. And we're going to be using exhibits today for the depositions later this week. So if I could ask that counsel, if you could bring the exhibits back for later this week so we can save on copies.

MR. SCHULTE: Sure.

BY MR. GLICK:

Q. Mr. Hernandez, do you understand that you're under oath today and must answer my questions truthfully?

A. Yes, I understand.

Q. And that you must answer my

questions to the best of your ability, do you understand?

A. Yes.

Q. Do you understand that that is the same oath that you would swear in court?

A. Yes.

Q. And I'm going to ask the following, because it's critical that we receive full and complete answers today. So I would like to ask, have you taken any medication or drugs of any kind that would make it difficult for you to understand my questions today?

A. No, I don't.

Q. Have you taken any medication or drugs that would make it difficult for you to answer my questions today?

A. No.

Q. Have you consumed any alcohol that might make it difficult for you to answer my questions today?

A. No.

Q. Is there any reason that you cannot truthfully answer my questions today?

A. No.

Q. Have you ever been deposed?

A. Yes. Yes, I did.
Q. Who did you prepare with?
MR. SCHULTE: Objection.
Assumes facts not in evidence.
BY MR. GLICK:
Q. Did you prepare for this deposition with anybody else?
A. No, but the lawyer.
Q. Did you review any documents in preparing for the deposition?
A. No.
Q. In 2015, did you work for Sun Valley?
A. Yes.
Q. What kind of work did you do for Sun Valley?
A. I do, I'm a crew chief and my job is to make sure everything gets done right with the workers in the field. I'm in charge of that.
Q. And what does being a crew chief involve?
A. In the field, showing the guys, teaching the guys how to do jobs, how to work. And at the camp, make sure everything is okay.

The meals, like I -- I'm in charge of that too.

Q. Is there anything else that your work at Sun Valley in 2015 involved?

A. No, other than that, no.

Q. Were you involved in arranging the transportation of Sun Valley's workers between the camp and the fields?

A. No. Well, there is the vans from the company, the buses from the company and I taught them how to use them and I, I send them to the field. That's it.

Q. Were you involved in distributing paychecks to Sun Valley's workers?

A. No. No.

Q. Were you involved in hiring Sun Valley's workers?

A. No. No, the H-2A workers, no.

Q. Any other workers?

A. They, they called me and to, to, I don't know if it's called to hire, if it's called, they make me hire the guys, but they sometimes, most of the times, they call me to look for an opportunity to come. And I make a list of the guys I want or the guys I pick and then I hand it to the office and they send it

to the -- this office. That's it. That's all I do. Make a list of the guys that I want.

Q. Are there any documents that describe what your role at Sun Valley is?

A. No, there are -- I don't know. I don't know.

Q. Is there anything that would help you find out?

A. Yes.

Q. What would that be?

A. Well, I would need to ask them, some kind of proofs. I don't know.

Q. Do you have an employment contract between you and Sun Valley?

A. No.

Q. Do you have any kind of contract agreement between you and Sun Valley?

A. No. Not writing, not writing. We did that verbally, you know.

Q. Who did you discuss that with?

A. With all of them, but first with one of the oldest guys. It was like what, like 20 years ago, so I have been working for them for 27 years. So I mean, you know, that's why they keep me here with them.

Q. Has the kind of work you've done for Sun Valley changed over those 27 years?

A. It changed, it changed the way that we hire, we get the people and the H-2A, but the work don't change, don't change much.

Q. In 2015, do you remember what month the farm workers arrived at Sun Valley?

A. It was sometime in April.

Q. Before April, in 2015, what kind of work did you do for Sun Valley?

A. Trim, before April, trimming trees, peach trees.

Q. Did you personally trim peach trees?

A. Yes. Yes, sure.

Q. Was there other work that you did in 2015 before April for Sun Valley?

A. Just trimming, just trim peach trees. We started out in March I'll say.

Q. Could you tell me about how you teach the farm workers to do their work?

A. I show them personally, I do the job a little bit, I show them how to do it. And like how they have to do it and then they keep going. And I check them if they are doing

good or not, everything right or not. But I do it all myself.

Q. Is that how you taught those workers in 2015?

A. Yes. Yes, I showed them. I showed them the job and I work with them for, you know, when they stay there.

Q. How do you know if the workers are doing a good job or not?

A. Oh, because like in April, we are picking, cutting asparagus like now and they are just working, they leave the good ones and they don't cut the weeds. They have to pick the right ones, right. So I told them, look, this is good. This is not. This is brush.

Q. How do you tell them whether their work is good or not?

A. I don't know, when the guy, when one guy is coming willing to work, he does the right thing the first time. And some of them, they don't want to do it or they don't like it and they start to walk and leave a lot of vegetables or whatever or they are just talking or they're standing or I don't know. It is when I see one guy is not good, but I never say

he's not good. I just say he don't want to do his job right. And that's when sometimes I talk to him, you know, about this job, he likes it or not.

Q. In 2015, were there workers who did a bad job picking asparagus?

A. There were some, like always every year that happen.

Q. And in 2015, how did you respond to that?

A. There were some guys that they didn't like to do the job. They didn't like it.

Q. And what did you do?

A. Nothing, I just kept them, kept them, that year I worked hard. That year, I worked more, harder than all the years, because I was helping and helping, you know, to help out the guys with the other guys. And working with them together and be patient with them. I was patient with them all the time.

Q. How did you help them?

A. Cutting, I got my knife and I cut with them.

Q. Did anyone supervise your work in

the asparagus fields?

A. My boss. When something, when something is wrong, when we cut wrong, we do, we don't do the job right, they see it in the packing house is when they come and supervise.

Q. And who is it in the packing house who says it?

A. It's Russ, Russell. Russell, one of the -- Russ Marino, Russ Marino.

Q. Is that Russ Marino, Jr.?

A. Yeah, junior, yeah. And when it's wrong, when something is wrong, one of them will come to the field and they'll start to work and supervise it.

Q. Other Russ Marino, Jr., are there other bosses who would come to the field and supervise?

A. Harry Marino. Harry Marino. He's Russ' uncle.

Q. Anyone else?

A. No. Because the father, but he don't go to the field.

Q. What's the father's name?

A. Russell, Russell, Sr.

Q. Does Joe Marino come to the field

to supervise?

A. Once in a while. Very rare.

Q. How often?

A. Like when something is wrong, maybe twice a season maybe. He never, he never go out to the field.

Q. How often does Russell Marino, Jr. come to the field?

A. He comes more often, maybe once or twice a week.

Q. How often does Harry Marino come to the field to supervise?

A. When something was wrong, last year it was, he went like the first weeks, he went like a couple of times. And then maybe a couple of times a week.

Q. In 2015, how often did Harry Marino come to the fields to supervise?

A. He always come to the field, don't go through the, you know, through the field and walk. Only when something is really wrong. Which never, almost never happened.

Q. In 2015, how did the Marinos find out if there was something wrong?

A. All the packing house, they see in

Like supervising is like 100 percent. Because I supervise everybody in the field. It's my job.

Q. Do you also spend time making sure the camp at Sun Valley is okay?

A. Yes, because I go back and forth. The fields are close by and I go back and forth.

Q. Do you spend more time making sure the camp is okay?

A. No. No. I spend more time in the fields.

Q. What does keeping -- what does making sure the camp is okay involve?

A. It looks clean, to be clean. Outside, outside the trash, especially the bathrooms, because there's a lot of people in the bathrooms. It's a mess. So I have to, I have to leave one of the guys, one of my workers, they stay every morning, you know, to clean it up. And then I come to supervise and then I come back to the field.

Q. What camp is that?

A. What camp, the one we have on Route 45, 1321 Route 45.

Q. Did anyone tell you that it was your job to make sure that the camp at Route 45 was clean?

A. No, I know it this is my job. So my boss don't have to come to the camp and say, oh, you have a lot of trash or it's dirty or when the inspector, the state inspectors come, they inspect and they told me what need to be done and then I know what I need to fix. So it's they, you know, in good condition all the time. And I know, I know my job. I know that I have to do that. It's part of my job.

Q. In 2015, did anyone at Sun Valley supervise you in maintaining the camp clean?

A. The state, the state inspector came and when the fellow inspector, when the labor department came, they saw, they saw too maybe. When I have a hundred guys there, it's not shining, but it's clean.

Q. Did Russell Marino supervise you in keeping the camp clean in 2015?

A. Yes, at one time in the beginning.

Q. Was that Russell Marino, Jr.?

A. Yes.

Q. And how did he supervise you at

that time?

A. Because I asked him to get all the paint and all that I was going to need. He brought me all I needed to paint, to fix. And then he came and looked and that's it.

Q. Did any of the Marinos supervise you --

A. No.

Q. -- keeping the camp clean?

A. No.

Q. I believe you told me before that the company has vans that are used to transport workers between the camp and the fields; is that right?

A. Right.

MR. SCHULTE: Objection. That wasn't his testimony. He said the company provides it.

THE WITNESS: They're the company's buses. They provide the transportation, I don't.

BY MR. GLICK:

Q. Is that transportation between the camp at 1321 Route 45 and Sun Valley's fields?

A. Yes.

Q. Who drives those vans?
A. Different guys. I mean there are some guys, they are drivers and they got the -- I asked them if they have the license even for Mexico and when they told me they -- I let them drive the van. Or somebody that I trust.
Q. So you decide who drives those vans?
A. Sometimes.
Q. Who else?
A. Nobody else.
Q. Does anyone from Sun Valley supervise you in determining who drives the vans?
A. Russ Marino. He, sometimes he told me that, that I had to look to be sure that the guys had the license and they have to be a driver. That's all he asked me.
Q. Was that Russell Marino, Jr.?
A. Yes.
Q. When did he tell you that?
A. He told me that every year before we start, before we get the guys.
Q. What was the first year that he told you that?

A. I don't remember. It's a long time ago. About every year he told me that. Maybe, I don't know, since he start to be more focused on the job, he was like, I don't know, maybe ten years ago.

Q. Was anyone else from Sun Valley involved in determining who drove the vans?

A. No.

Q. And in 2015, were you in charge of meals at Sun Valley?

A. Yes.

Q. Could you tell me about that?

A. Yes. When, when I knew that the H2 workers they were going to come to work. I talked to Russ about that, how we want to charge them. Because I hear in other camps that they got their own little camps, you know, and they cook their own meal. But like in this company, we have only one big kitchen. So, so for everybody to go and cook in that same facility is not, you know, it's a mess. It can't be. So he told me that we can, you know, keep the way we were doing, you know, charging the guys, collecting from the guys, but he told me to make, to be in charge for that and like

I, I talked to the guys about that when they first came, about, you know, everybody go in one kitchen and you know, it's not possible for them to cook everybody. So I hire the cookers, you know, the cookers in there and they, everybody agreed. They thought that was a good idea. And we, we keep, we kept doing that. So I, I charge, we charge -- I charge $80 a week. I collect the money from them. And then I am in charge for buying everything and pay the cookers.

Q. Did the meal plan work the same way in 2014?

A. Yes. No. No, no. The 2014 behind, they -- almost the same, but they pay less, because the company pays, used to pay the cookers, two persons in the kitchen. So they pay, they pay less money. They pay less money. But I was in charge for buying, went to the grocery store and you know, supply, buy all the supplies.

Q. When did the meal plan at Sun Valley start?

MR. SCHULTE: Objection to calling it a meal plan at Sun Valley.

THE WITNESS: I have been in the kitchen for quite a bit years and I have been doing like that every year. So it has been like, I don't know, over ten years.

BY MR. GLICK:

Q. How did that arrangement start?

A. Again, since we start to get a lot of people, they didn't have the facilities to, for everybody to cook, so we have only one big kitchen. And always I talk to the guys about, you know, getting, getting, paying the kitchen or they can, you know, get food from outside.

Q. Did you discuss that arrangement with any of the Marinos?

A. Yes.

Q. Who?

A. Harry, Russ.

Q. Was that Russ?

A. Russ, Jr.

Q. When did you have that first conversation?

A. A long time ago. I think we started, we opened the kitchen, first opened the kitchen like in 1995 or six. I don't

remember. Since we start doing that, you know, for the guys to pay, to pay me, to pay us -- to pay me for to cook the meals, a long time ago.

Q. And in those conversations with Sun Valley with the Marinos about the meal plan, what did you discuss?

A. Nothing, just about how much I was going to charge and that's it.

Q. Did they tell you that you should charge the workers?

A. No.

Q. Did you ask if you could charge the workers?

A. No, no, I didn't ask. I know that I have to collect the money to buy food.

Q. Who decided that there would be a charge to the workers for the meal plan?

A. Who decided? I think me. It was me, I talked to them and we both agree and I charge the guys.

Q. Who did you talk to?

A. I think at that time, it was Harry I think. Harry Marino.

Q. Did you talk about how much to charge the workers?

A. No. I told them how much I was charging, but I never, you know, because this is how, how the expenses work, you know, like I buy everything and then it's more or less about how much it comes to.

Q. How is the amount of the meal plan charge determined?

A. Based on how much I spent in the grocery store and how much I'm paying the cookers. And then Russ Marino, he give me, I don't know what you call it, it's a limit that I don't -- we don't have to pay -- they don't have to pay more. It was a limit of the money, I don't know if you understand. It's a limit. And based on that, you know, it's more or less what it comes to.

Q. Tell me about that limit.

A. Russ Marino showed me one -- some notice from, I don't know where he got it, it says, like it's a rule or like a law or, I don't know. The workers don't have to pay more than 80, I think he said 80, $83 per week or so much per meal.

Q. When did Russell Marino show you that notice?

A. Last year.
Q. In 2016?
A. Uh-huh.
Q. Before 2016, did any of the Marinos tell you that there was a limit on how much the workers could be charged for meals?
A. No, no, before 2016 and 2015, no, it was in 2015 he give me that notice. But before, no. Before '15, no.
Q. In 2015, about how many hours a day did you spend at Sun Valley doing work related to the meals?
A. I don't know, I go back and forth. Maybe, when I was busy, maybe a couple of hours. And when I was not at work, I was in the kitchen. Like when it's slow or it's raining or I don't work, I spend the day in the kitchen.
Q. Whom did you recruit to work at Sun Valley in 2015?
MR. SCHULTE: Objection. Facts not in evidence. Object to the form. You haven't shown that he recruited anybody.

BY MR. GLICK:

Q. Do you understand the question?

A. No. Who do I recruit?

Q. Did you hire anyone to work at Sun Valley in 2015?

A. No, no.

Q. Did you call anyone on the telephone about working at Sun Valley in 2015?

A. No.

Q. Did anyone call you on the telephone about working at Sun Valley in 2015?

A. Yeah, a few guys, a few guys.

Q. Tell me about that.

A. When they found out we were starting to work with a visa, a few guys that they know or they hear, they call me. There is an opportunity to come. This only was, I don't know, maybe ten guys. I don't remember.

Q. Did you make a list of those people?

A. No.

Q. What is the list of workers that you sent to the office?

A. Sent to the office? Oh, the list to recruit the people or what I --

Q. Tell me about the list to recruit the people.

A. Uh-huh.

Q. Could you explain the list to recruit the people, please.

A. Uh-huh. Yes. I just write the names and I told them to send me the copy of his passport. And the telephone number for them. And I send it to the office. They sent it to the other office. That's all I do.

Q. Were those H-2A workers?

A. Yes.

Q. Did you help Sun Valley find any non-H-2A workers to work at Sun Valley in 2015?

A. There were like 20 or 30 guys that were regular, we call regular guys that they were old workers from the years before. And they, they came. They go to Florida. They go to North Carolina. And then they came back, you know, seasonal workers. And then before, because we weren't sure, we wasn't sure of how many were going to come, so we accept like 30 guys I think, 25, 30 guys, regular guys in 2015.

Q. How did you decide that number of

guys?

A. I didn't decide. I didn't decide. They just came, they were the first group of guys that came. And then after we were, we were sure that the H2 guys were coming, we didn't accept no more.

Q. The guys that did come, how did they know to come to Sun Valley in 2015?

A. Because it's, like I say, they were all guys that worked for me years before. And they know, they know when we start. They know what we do. And they start to come. They call me. And I say okay, come.

Q. When do they call you?

A. They start to -- that year, they start to call me in March.

Q. What did you say when they called you?

A. That we were going to need a few guys, but not, not 100 guys. So they hurry up and they came. They came like the end of March. About the end of March, beginning of April they came. They were here when the H2 guys arrived.

Q. Did you tell the non-H-2A guys to

A. No.
Q. Before 2015, did you travel anywhere to find workers for Sun Valley?
A. No.
Q. Before 2015, did you phone anyone to ask them to work at Sun Valley?
A. I think I, I telephone like a couple of friends of mine that they used to work like ten years, 15 years ago with me and I tried to get them and I called them. It's only a couple of friends in my hometown.
Q. What year was that?
A. It was in 2015.
Q. Why did you call them?
A. Why? Oh, because I told them that we were going to have an opportunity to get work, visa workers, if he would like to come, so I could have, you know, put him on the list.
Q. Did they come to work at Sun Valley that year?
A. I think only -- yeah, a couple of them. And then they, the older guys hear about that and they start to call me. It's just, you know, just spread the word, you know, like I told one, a couple of guys and they told more

guys and then they start to call me and call me.

Q. What did you say when they called you?

A. Same thing, you know, that we might, you know, that I -- we were going to need some guys. And they say give me, give me the opportunity to work and I put them on the list.

Q. What list was that?

A. The list of the H-2A workers. With the passports, with the passports, you know.

Q. Did someone tell you to compile that list?

A. When, when they, when Russ, Russ, Jr., he told me about the H2 workers, I told him that if I can, you know, bring some of my friends, the old workers and they say yes. He said yes. But the majority of the workers, the agencies in Mexico send us, send the group of guys. There were a lot of guys that they send us. We didn't know anybody.

Q. How many workers were on the list?

A. Like 40, in the first list, I think was 45, 45 guys. Yeah, 44, 45 guys.

bringing their friends and relatives to work at Sun Valley?

A. They ask me if I can bring a person or I can bring a brother. I say yes, okay. If we need them, if I need them, okay. I said yes.

Q. When you accepted workers to work at Sun Valley, does anyone at Sun Valley ever later reject those workers?

A. No.

Q. Did you have the power to fire workers at Sun Valley?

A. No.

Q. Who had the authority to fire workers at Sun Valley?

A. Russ, Russ, Jr.

Q. Anyone else?

A. Legally, no. Only him, because not even, not even Harry, not even Harry Marino, only Russ Marino.

Q. The workers that you accepted to work at Sun Valley in 2015, did you mail them any documents before they arrived at Sun Valley?

A. No.

Q. Did you send them any documents in any way before they arrived at Sun Valley?
A. No.
Q. Before they arrived at Sun Valley, did you tell the non-H-2A workers about the meal charges?
A. Yes.
Q. What did you tell them?
A. That it was a meal charge. They pay so much a week and that's it. Most of them, they knew how the system was in the camp and they like it and they come back.
Q. How do you know they liked it?
A. Because they come back. If they don't like, they don't come back, right?
Q. Were there any non-H-2A workers at Sun Valley in 2015 for whom it was the first time they worked at Sun Valley?
A. Can you repeat that?
Q. In 2015, were there any non-H-2A workers working for Sun Valley for the first time?
A. A few guys, maybe five guys. I don't remember. I'm pretty sure I had a few new ones.

Q. How did they find out about Sun Valley?

A. With the relative, with the friends.

Q. Did the new non-H-2A workers call you in 2015 before coming to Sun Valley?

A. Yes.

Q. What did they say to you?

A. That if we need more help, they were willing to come.

Q. And what did you say?

A. When I need them, I say yes, they could come.

Q. Were there any people you told not to come?

A. When we had, yes, when we had the -- all the H2 guys came, we didn't need -- we didn't need any more, so when they call me, because they keep calling me and calling me, I said no more, we are full.

Q. Was that in 2015?

A. Yes, 2015.

Q. What month was that?

A. May, June. May, June. They still calling, they were calling me from Florida.

Q. How many times?
A. I don't remember. It was a lot of times.
Q. Was it more than ten times?
A. Maybe. Yeah.
Q. Was it more than 20 times?
A. No, more than ten times.
Q. Did you have interactions with Theresa in North Carolina?
A. No.
Q. Did you have interactions with any agencies that helped Sun Valley with the H-2A program?
A. No.
Q. How did the H-2A workers at Sun Valley find out about work at Sun Valley?
A. It's the same question that you asked me before, what -- when they decide to go into the H-2A program, he told me, they told me and they make the order for the guys in Mexico, but I ask them if I can bring some of my friends and I make a couple of calls to a couple of friends in Mexico. Then the rest of them, they knew and now everybody knows everyone.

Q. In 2015, did you help any workers travel to Sun Valley from anywhere outside of New Jersey?

A. No.

Q. How many groups of H-2A workers came to Sun Valley in 2015?

A. Two. One in April and one in June, two groups. But then the first group, they came in April. They didn't like the job and they quit, 19 guys. And then they let, they left us. And he told me that he talked to Theresa and they replace the guys, they make another order, so they came in like at the end of May. They came another group, different, so there was two groups I guess.

Q. When the first group arrived at Sun Valley, who told them about the housing?

A. When they -- when they -- when they work here, when they get, when they all here, I talk to them and I told them about the facilities and all that. I explain.

Q. What did you tell the group of H-2A workers who arrived in April 2015 about the housing?

A. That we had the rooms that if

it's -- we have bunk beds, showed them the bathrooms. The kitchen, I told them about the kitchen, about the meals. I told, I explained to them everything. What we were going to do, cutting asparagus.

Q. Did you explain anything else to them?

A. Just the rules for the camp, nothing else.

Q. What were the rules of the camp?

A. Not to, not to keep problem, they have to go to bed early, so the guys can rest. No problems. You know, rules. Keeping the bathrooms clean. Rules.

Q. What did you tell the workers who arrived at Sun Valley in April 2015 about the work hours at Sun Valley?

A. I think I gave them, they are given some kind of, I don't know if it's like a contract, the contract thing. They sign something about explaining what they were going to do.

Q. Did you explain anything to the April arriving workers at Sun Valley about the work hours at Sun Valley?

A. Yes.
Q. What did you explain?
A. That we were going to work by the hours and the hour increase, 11.66 at the time.
Q. Did you tell them how many hours that they would work a day?
A. Yes, yes. I told them that too. I told them that we can work up to ten, 11 hours a day, but they, sometimes they, some of them, they don't want to work. They just let me know, then they'll stay in the camp. And sometimes, we were slow. Sometimes we, work a couple of days, sometimes three hours, sometimes, you know, up to ten, 11 hours a day.
Q. For the H-2A workers who arrived at Sun Valley in June, did you tell them anything different?
A. No.
Q. Did you tell the H-2A workers who arrived in June anything different about the housing?
A. No. I told them the same thing.
Q. What did you tell the H-2A workers in 2015 about the meals?
A. Same as I say before, that we have

only one big kitchen. There wasn't enough room for everybody to cook. The cookers, the person in charge, you know, to cook the meals and they say yes. And but I told them like every time I told them, anybody don't like, don't want or don't like, don't want to pay or don't like the food, they are free to eat outside or to order a delivery meal. It's up to them. They got that option.

Q. When did you explain all this to H-2A workers?

A. When they come. As soon as they come. 2015 and 2016, this year, we have the first group, first two groups they came and I told them the same thing.

Q. Did you explain anything differently in 2016 than 2015?

A. No, I explained it every year. It's the same.

Q. What kind of food is provided at the meals?

A. We got different, different meals, We cook different meals with, it could be pork meat, chicken meat, beef meat, fish. We always we got rice and beans and tortillas.

Q. How many meals are there a day?
A. It's in the morning, we got coffee and bread. And before we go to work. And at lunchtime, at 12:00 o'clock, and in the afternoon, when they come at 5:30, 6:00 o'clock, it depends on what time we come, we finish. So it's two meals and one breakfast.
Q. Where is the breakfast served?
A. At the camp before we leave.
Q. And what about the other meals?
A. At camp.
Q. So --
A. Sometimes, we got a farm far away, but we have all conditions there and we have tables and you know, to eat and we, I bring the food there.
Q. So when the workers in 2015 paid $80 a week for meals, that covered the breakfast, the lunch and the dinner?
A. Yes.
Q. Did you provide food to Sun Valley's workers other than those three meals?
A. No. No meals, no other meals before that, before that.

Q. Did you sell any other food to Sun Valley's workers in 2015?

A. No food, no food. I, I got in the kitchen, I got, I sell like just like chips, but it's not food, it's just a snack. They call them snacks.

Q. What else do you sell in the kitchen?

A. Soda.

Q. Anything else?

A. The Monster, the drink, the Monsters and the Red Bull and the chips, the honey buns, honey buns. I don't know, sweet bread, bread.

Q. What else do you sell in the kitchen?

A. That's it.

Q. How much do you charge for the chips?

A. Seventy-five cents.

Q. Was that the price in 2015?

A. Yes.

Q. In 2015, how much did you charge for the soda?

A. A dollar.

Q. How much did you charge for the Monster?
A. 1.50.
Q. How much did you charge for the Red Bull?
A. 1.50 too.
Q. How much do you charge for the sweet breads?
A. It was 75.
Q. The sweet breads cost how much?
A. Seventy-five cents.
Q. Where in the kitchen did you sell these items?
A. I have a little box, little boxes. I have a couple of refrigerators. It's not, it's not a whole lot, it's just, just a few.
Q. How many refrigerators are there in the kitchen?
A. Four, five. Five.
Q. There are five refrigerators in the kitchen at Sun Valley?
A. Yes.
Q. And these snacks are located on top of one of the refrigerators?
A. Yes, but only a couple of boxes,

it's not in one -- yeah, the refrigerators, yeah.

Q. Are there other places that you store these snacks?

A. I got a little rack, at that time, I had a little rack on the entrance, yeah.

Q. Any other place that you store the snacks?

A. No.

Q. Any other place that you store the sodas?

A. Yeah, a little room I call the storage room, I call the storage room.

Q. Where is the storage room?

A. It's inside the kitchen.

Q. Who owns the kitchen?

A. Sun Valley.

Q. Who owns the refrigerator?

A. Sun Valley.

Q. Does Sun Valley own all five refrigerators?

A. Yes.

Q. Are there other freezers?

A. A chest freezer, yeah, for the meat, yes.

Q. How many?
A. Two, two, one big and one small.
Q. Who owns those freezers?
A. Them.
Q. Sun Valley owns the freezers?
A. Yes.
Q. Who owns the stove at the kitchen?
A. Sun Valley.
Q. How many stoves are there?
A. Two.
Q. What about the blender?
A. The blender?
Q. Is there a blender in the kitchen at Sun Valley?
A. Yes.
Q. Who owns the blender?
A. I think, I guess the guys, because I bought it with the, you know, when I collect the money, you know, little things that I need in the kitchen, I bought it from the Sun Valley.
Q. Are there other appliances in the kitchen that Sun Valley bought?
A. A microwave and blender and the air conditioner. We got three air conditioners,

because it gets really hot in the summertime.

Q. Sun Valley purchased the air conditioners?

A. No, I did.

Q. Who pays the electricity for the kitchen?

A. Sun Valley.

Q. Does Sun Valley pay for the gas bill at the kitchen?

A. Yes.

Q. When did Sun Valley buy the refrigerators in the kitchen?

A. I think the last, the last one they bought was like five years ago I think. But before when we start with the kitchen, they bought everything. The refrigerators has been old. They're old. Some of them, they're old. And I mean, yeah. They pay.

Q. Who owns the microwave in the kitchen?

A. The guys, because I bought them a microwave with the food money. Uh-huh.

Q. Could the guys take the microwave home with them at the end of season?

A. If some of them want, I think they

need to, yeah, I guess. Yes.
Q. Could the guys take the blender home with them at the end of the season?
A. Yes.
Q. Did anyone try to take the blender home?
A. No.
Q. What would you say if they tried to take the blender home?
MR. SCHULTE: Objection. Calls for speculation.
THE WITNESS: I don't know.
THE INTERPRETER: Could I go to the ladies' room for a second?
MR. GLICK: Yes. Is it okay if we take a short break?
MR. SCHULTE: Yeah, sure.
- - - - -
(A recess was taken at this time.)
- - - - -
BY MR. GLICK:
Q. Mr. Hernandez, I just want to remind you, we have a Spanish language interpreter available. Do you understand that?
A. Yes.

Q. What language do you prefer to take this deposition?
A. Let's keep it in English. Yes.
Q. Will you tell me if you prefer to have the Spanish interpreter translate any of my questions?
A. Yes.
Q. The coffee and the sweet breads that were part of the meal plan in 2015, those were served at the kitchen; is that right?
A. Yes.
Q. Were there any snacks served to workers in the fields in 2015?
A. Only, only sodas, drinking sodas.
Q. Were there any pastries provided to the workers in the fields in 2015?
A. Yeah, sometimes, uh-huh.
Q. Who provided those?
A. Me.
Q. Did you sell those pastries to the workers?
A. Yes.
Q. How much did they cost?
A. Seventy-five cents.
Q. How many days a week did you sell

pastries to the workers in the fields in 2015?
A. It depends. Maybe five times, sometimes six. It depends on how long we work.
Q. That was six times a week, five or six times a week that you sold pastries?
A. Yes.
Q. So is it fair to say that you sold pastries to the workers in the fields almost every day in 2015?
A. Yes.
Q. Other than the pastries, were there other snacks that you sold to the workers in the fields?
A. No.
Q. Other than the sodas, were there other beverages that you sold to the workers in the field?
A. No.
Q. Did those sodas that you sold in the field include Monsters?
A. Just sodas, like sodas.
Q. What else does sodas include?
A. Sodas and Red Bull or Gatorades.
Q. Did you sell water?
A. No.

Q. Do you sell juice?
A. No.
Q. Were the prices of the sodas that you sold to the workers in the field the same as the prices --
A. Yes.
Q. -- being sold in the kitchen?
A. Yes, yes.
Q. And those sodas weren't included in the $80 a week charge for the meals?
A. No.
Q. And what about the pastries that were sold in the fields for 75 cents, were those included in the $80 a week charge?
A. No.
Q. What else was not included in the 80-dollar a week meal charge?
A. What is not, nothing, no.
Q. What time during the day did you sell the sodas in the fields to the workers?
A. Usually around 8:30 or 9:00 o'clock.
Q. 8:30 or 9:00 o'clock in the morning?
A. In the morning, yes.

in the fields, how did you bring those sodas to the places where the workers were working?

A. Yeah, I got a big cooler, like a field cooler. Is that, all right, cooler. It's a cooler. And I put it on the back of my pickup.

Q. How many sodas fit in that cooler?

A. Like 50, maybe about 70 maybe, 60, 70 sodas.

Q. Did you fill the cooler with 60 or 70 sodas when you brought it to the field in 2015?

A. Yes.

Q. Did you refill the cooler between the mid-morning break and the afternoon break?

A. No.

Q. How many sodas did you sell in the field during 2015?

A. I don't know.

Q. Was it 60 a day?

A. A day?

Q. Was it 60 sodas a day that you sold in the field in 2015?

A. Sometimes, sometimes less.

Q. When it was less, how many sodas

was it?

A. Maybe 20, 30, I don't know. I don't remember.

Q. When was it less?

A. I don't remember.

Q. Is there anything that would help you remember?

A. I don't know.

Q. Did you ever refill the cooler with more sodas during the day?

A. When I come, the first break, I don't, I don't refill it until the second break, when we take the second break.

Q. Did you refill the cooler after the second break?

A. No.

Q. Did you refill the cooler before the second break?

A. No. Before, yes, before the second break, yes.

Q. So in 2015, you would fill the cooler with about 60 or 70 sodas before the morning break?

A. Uh-huh.

Q. So that the court reporter can

accurately respond, could you please make sure that you give an answer that the court reporter can record?

A. Yes.

Q. In 2015, you would fill the cooler with 60 or 70 sodas before the mid-morning break?

A. Before the break, yes.

Q. And after the break, what would you do with the cooler?

A. It was sitting on my, on the back of my pickup, until we go at lunchtime.

Q. What would you do with the cooler at lunchtime?

A. It's there. I never hauled it out of my truck.

Q. And what would you do with the cooler at the afternoon break?

A. I keep it there.

Q. Did you refill the cooler between the mid-morning break and the afternoon break?

A. No.

Q. When did you fill the cooler again?

A. When we are ready to take the second break. The afternoon break.

Q. Did you refill the cooler at the beginning of the afternoon break?

A. Yes, at the beginning, yes. Before. Before.

Q. Where did you go to refill the cooler at the beginning -- before the beginning of the second afternoon break?

A. To the kitchen.

Q. How many sodas would you put in the cooler before the afternoon break, but after the morning break?

A. The same, same, 60 or 70, whatever it fits.

Q. Why did you refill the cooler after the morning break, but before the afternoon break?

A. I refill it before the morning break and I don't refill it until before the second break.

Q. Why did you refill it again before the second break?

A. Why, because, because we were going to take the break and they ask me for sodas.

Q. Did you refill the cooler before the second break because there wasn't enough

soda left to supply to the workers?

A. I just fill it and I -- I don't go back and refill it. I just, whatever brings and that's it.

Q. Did you sell pastries at the afternoon break?

A. No.

Q. Were there any weeks that you sold more than one or two -- let me rephrase that. Were there any weeks that you sold sodas more than once or twice a day to the workers in the fields in 2015?

A. No.

Q. How many months during 2015 did you sell sodas in the fields to the workers?

A. Only maybe all together, maybe three months.

Q. Did you sell sodas beginning in May?

A. At the end of May when it gets, starts to get hot.

Q. When did the work begin in the fields at Sun Valley in 2015?

A. I think April 20th.

Q. What did the workers drink in the

fields between April 20th and the end of May?

A. I supplied them with a lot of water. We got always cold water.

Q. Where was the cold water?

A. In the -- we got a -- what can he call it, a well truck. It's a different truck and we have jugs, cans, whatever. We got them in the back of the truck. And we drive them, you know, around the field.

Q. Where was that truck between late May and -- let me rephrase that. In 2015 when you sold sodas to the workers in the fields during the breaks, where was the water truck during those breaks?

A. Right there. One side it was.

Q. In relation to the cooler, where was the water truck during the breaks?

A. Right there. It was one side of us, they can drink the water. Every time, we finish one round of the -- in the field, the truck is right there. The water truck is right there.

Q. Did the workers have to ask permission to take a drink of water?

A. No, no.

Q. How far did the workers have to walk from where they were working to get to the water truck?

A. They don't walk far. The truck is right there. Maybe a few steps.

Q. Was it less than a minute to walk?

A. For some of them, nothing. For some of them, maybe a minute, because there's a lot of guys, they had to walk, you know, the truck is sitting right in between the whole group, so somebody had to walk and somebody is right there.

Q. Did the workers prefer water or soda in the fields?

A. It's up to them. A lot of them prefer water. Some of them prefer a soda. It's up to them.

Q. Why did some of the workers prefer soda?

MR. SCHULTE: Objection. Calls for total speculation.

THE WITNESS: I don't know. We never asked them.

BY MR. GLICK:

Q. Did you ever ask the workers why

they prefer sodas?

A. No, no. Why should I?

Q. How did you decide to sell soda in the fields?

A. Some, again, since the beginning, so when we start some guys, they, they work like that in Florida, in every work, works like that, everywhere and all camps, all fields in the United States, they sell them. And they ask me if I can do that.

Q. Who asked you?

A. The workers.

Q. Did you discuss with anyone at Sun Valley selling sodas to workers in the field?

A. To tell you the truth, no. No.

Q. Did Sun Valley know that you were selling sodas in the fields to the workers?

A. I don't know.

Q. When Russell Marino, Jr. would drive around the fields, did he see you selling sodas to the workers in 2015?

A. He never saw me. He never saw me. We saw every time he pass by, we, he saw us taking a break. But he never come right there, you know, to see.

Q. How close did he get?
A. To the wall, to the main road, I don't know. I don't know how far away.
Q. How many minutes would it take to walk from where he was to where the workers were taking the break?
A. He was, he was, he wasn't there. He drove by.
Q. Did you take the breaks with the workers in 2015 near the road?
A. Near the road? No, we always have the fields, no.
Q. How did the cooler get from your truck to where the workers took the breaks?
A. Because if we got -- if we are working in the middle of the row, I wait until they finish up the row, so we, the row, picking the row, before, you know, to take the break.
Q. Did the break take place next to your truck?
A. Yes.
Q. Was your truck on the road?
A. Not on the road, on the roadway. It's a dirt road.
Q. Did Russell Marino, Jr. ever drive

on that dirt road?

A. Maybe he did, I don't know. You know, when we were there, when we were there, no. Maybe at different times.

Q. Was his vehicle able to pass on that dirt road?

A. Uh-huh.

Q. Is it --

A. Yes, yes, yes.

Q. Did anyone else from Sun Valley ever walk by during breaks that the workers took in the fields in 2015?

A. No.

Q. Did anyone from Sun Valley drive by the place where the workers took their breaks in the fields?

A. Maybe, I guess a couple of times Harry Marino, the other partner. He see us when we take the break.

Q. And what happened then?

A. He knows, he knows, they knows, everybody knows that we're taking a break.

Q. Did he stop and talk to you?

A. No, he drove by.

Q. When you sold the sodas to the

workers in the fields, how did they pay? How did the workers pay for the sodas?

A. How, they gave me, they give me the money.

Q. Did you ever sell a soda to a worker who didn't have money available at that time?

A. Yes.

Q. How would you keep track of that purchase?

A. Because I write the -- in a little piece of paper, I write the name. Sometimes I forget. Sometimes they, it's a lot of guys, sometimes they not even pay.

Q. What would you do with that little piece of paper?

A. When I, when I go to the kitchen, I, how do you say it, put it clean in my notebook or another bigger piece of paper, I don't know. It's a list that I have.

Q. What else did that list include?

A. That's it. Sodas. Pastries. Chips.

Q. Did that list include anything about the 80-dollar a week charges?

A. No.
Q. So it was a list of the sodas, chips and pastries that the workers at Sun Valley bought apart from the weekly meals?
A. It's separate. It's separate.
Q. Do you still have those lists?
A. No.
Q. When is the last time you had those lists?
A. Every year, every year, I change the book.
Q. Did you have the list at the beginning of 2016?
A. I think, I think I had it from the '15 to the '16. I think I -- I'm not sure if I had it. But now, I don't have it anymore. I don't have anything.
Q. Did you have the list of purchases from 2015 at the end of 2016?
A. No.
Q. What happened to the list of purchases from 2015?
A. When it gets full, I throw it away. I throw it away.
Q. Are there other lists that you

throw away?

A. Sometimes. Sometimes when I'm too busy, I don't know where I left my receipts or papers or whatever, I lost a lot of, a lot of things, when I'm really busy. I don't keep -- you know, very busy.

Q. Did anyone tell you that you should keep track of the purchases by workers of sodas and chips and pastries?

A. No, no.

Q. Why did you decide to keep track?

A. I don't keep track of all them, only when they tell me, I got a soda, can I pay you whenever they can. I say yes, then I write their name, so I don't forget.

Q. And then what would you do with the list?

A. They pay me. They pay me and then I threw it away.

Q. How would they know how much to pay you?

A. Because they know. They know. They know how much, they know how many sodas or they got one soda or two sodas, they know.

Q. Did they ever forget how many?

A. No. No, I don't think so. No.
Q. When did they pay you?
A. Some of them, they pay me at the end of day. And some of them, they pay me when the paycheck, when they get the check, paycheck.
Q. Did they pay you, for the workers that paid you after they received their paycheck, in 2015, did they pay you cash?
A. Yes.
Q. Did they pay you cash after they received their paycheck?
A. Yes, after they receive their paycheck.
Q. How did the workers in 2015 cash their paychecks?
A. Okay. Harry Marino come to the camp and he make us sign the receiving check, some signature check. I don't know, however you call it and they got the check and they sign it and they hand it to me, they hand the check to me. And I go, I go to the bank and I cash the check. The office at Sun Valley, they send, they e-mail to the bank, they make it easy. They send the list to the bank so when

I'm -- when I go for the pile of checks, they got the envelopes with the money. You know, with everybody's name. They check and they, I get all the envelopes and I bring it to the camp. When they finish, I hand the checks to everybody.

Q. Did you ever remove any money from the envelopes before giving the checks to the workers?

A. Never, never, never, no. I never do that. I never did it. I never would, no.

Q. How did the workers pay the $80 weekly fee for the meals?

A. Cash.

Q. When did they pay the cash?

A. On Friday, Friday. Friday afternoons.

Q. What day of the week did the workers receive the cashed Sun Valley checks?

A. Friday, Friday afternoons.

Q. Did you keep track of the workers that paid the 80-dollar weekly fee?

A. Yes.

Q. How did you keep track?

A. Okay. They send me a list from the

office. It says a list of all the workers we have. It says meals and they have transportation. And then every, every one of them that they pay me, they look for their name and they sign.

Q. And what does it mean when they sign?

A. That they paid, that they pay. That they have paid the meal.

Q. Why did you keep track of that?

A. Because it's a requirement, the Department of Labor asks for that.

Q. How do you know it's a requirement?

A. Because -- well, because I think we had to -- they had to have a proof that they pay and they received the meal. It's like saying that he pay you and he's receiving the meal. He's received the meal during that week.

Q. Who told you to keep track of that?

A. Sun Valley.

Q. Who at Sun Valley?

A. Russ, Russ Marino, Russ, Jr.

Q. When did he tell you to keep track of that?

A. In '15.

Q. Was it at the -- what month in 2015 did Russ Marino, Jr. tell you to keep track?
A. April, April.
Q. Was that the first time he told you to keep track?
A. For the H2 workers, yes.
Q. And what about the non-H2 workers?
A. From years behind they didn't say anything.
Q. Did you keep track in seasons before 2015 of the workers who paid a weekly fee for meals?
A. Yeah, because every time he pay me, I write the name.
Q. Was 2015 the first time that the workers signed --
A. Yes.
Q. -- for receiving the meals?
A. Yes, uh-huh.
Q. What records did you keep about the costs for selling the sodas to the workers?
A. When the Department of Labor came in 2015, they told me about that and they told me if I got any records of that, I say no. They say, oh don't worry, anyway, we can figure

it out. He asked me where I buy the sodas and I told him, I go to Sam's Club and that's it. And he told me, oh, I can find out. I don't keep receipts when I buy the sodas, no.

Q. Did you buy sodas at stores other than Sam's Club?

A. Yes.

Q. What stores?

A. There's a Mexican store in Bridgeton, New Jersey.

Q. Any other stores?

A. It can be different, different stores. Sometimes when I need something, maybe in the middle of the week, if we need something, we go to the Acme. We go to the Shop-Rite. It's different stores. But only little ones, but the biggest shops is in the Sam's Club and the Mexican stores in Bridgeton.

Q. How did you decide to charge one dollar per soda to the workers at Sun Valley in 2015?

A. How? Because I saw the -- I buy sodas at the store, I saw more or less the prices. I don't know. This is what I decided on.

Q. What was the price that you paid at Sam's Club for sodas in 2015?

A. It's like, I don't know, maybe -- I didn't do the math for a single soda, but a case, maybe 13, $14.

Q. How many sodas are in a case that costs 13 or $14?

A. I think 24. Twenty-four. Twenty-four. I think it's 24.

Q. And is that the price for a particular kind of soda?

A. No.

Q. So the Monsters, Red Bull, Coca-Cola, all cost 13 or $14 a case?

A. No, I'm talking about the sodas. The Monster costs like $32 a case, there's 24. The Red Bull I think costs 31, 30, 31 for a case of 24.

Q. What about the sweet breads that you sold in the fields, how much did those cost to purchase?

A. Like eight, eight dollars.

Q. For how many?

A. I think there's 12.

Q. Where did you purchase those sweet

breads?

A. In Sam's Club.

Q. What else did you buy at Sam's Club?

A. I buy food like all the items for cleaning the kitchen. Fruits, fresh fruits. Like cooking oil. Like the chocolate for the coffee, sugar, salt. I buy a lot of things, a lot of stuff for Sun Valley. Milk, mostly milk.

Q. Was there anything that you bought at Sam's Club that you sold to the workers that wasn't included in the 80-dollar weekly fee?

A. No.

Q. How many Red Bull were in a case that cost $31?

A. How many, could you repeat?

Q. How many Red Bulls were in a case that cost $31?

A. Twenty-four.

Q. What about the 32-dollar case of Monster, how many Monsters were in that case?

A. It costs $32, but it comes with 24.

Q. Were the prices for the sodas different at any of the other stores where you

bought them?

A. Maybe, but like in Acme and Shop-Rite, sometimes there are specials, but I don't go there, because they sell only a few per person. I don't go there. But it might be, because the workers, they buy maybe cheaper, but they like, they look for specials. I don't do that.

Q. Did you sell sodas to the workers at any location other than the kitchen or the fields in 2015?

A. No.

Q. Did you sell sodas to the workers after dinner in 2015?

A. After dinner, yes.

Q. Did you sell anything else to the workers after dinner in 2015?

A. No, sodas. Same, same, Monster, chips.

Q. In 2015 when a worker wanted to buy soda after dinner, what would they do?

A. They went to the kitchen.

Q. What happened next?

A. They went to the kitchen and I'm there. And they, they go in the kitchen and

they get a soda and they pay me and that's it.
Q. Where were the sodas in the kitchen?
A. One of the refrigerators.
Q. Was there anything else in the refrigerator?
A. No.
Q. And where were the snacks?
A. On, like I say, on top.
Q. The snacks were in the rack that was in the kitchen?
A. It was a little rack that I had and on top.
Q. How late in 2015 did workers work in the fields at Sun Valley?
A. How late?
Q. What was the last month in 2015 where workers worked in the fields at Sun Valley?
A. '15 was October.
Q. In September --
A. I think September 25th, I think that year was early. I think it was September 20 something, 25th when we finish.
Q. In September 2015, did you sell

sodas to workers in the fields?

A. Yeah, but less, less than in the hot days. Yeah. Yeah. Yeah.

Q. How many sodas a day?

A. Like once a day in September.

Q. Did the workers take a mid-morning break in September?

A. Yes.

Q. Did the workers take an afternoon break in September?

A. It's like less work, not very often. That year, particularly that year.

Q. Did the workers take an afternoon break in 2015?

A. Sometimes.

Q. When the workers took an afternoon break in September 2015, did you sell sodas?

A. Sometimes.

Q. How often?

A. Like maybe a couple of times a week.

Q. What was different in September 2015 than other months that year?

A. That is not too hot and we had less work.

Q. Less work than what?
A. Than in July.
Q. Was September 2015 different than Septembers in other years?
A. Yes. Yes. Every year is different in the farm. Every year is -- every month is different. Every year is different. It depends on the weather.
Q. The workers that did buy sodas in the fields in 2015, how many sodas did they buy at a time?
A. One. One.
Q. And what about Monsters?
A. Some of them, they, not all of them consume Monsters, just a few of them, you know. Whatever they, sometimes they drink one and they don't drink until three, four days. Because they know it's, it's bad for the health. You know, the sugar, the caffeine. So they don't, they don't consume it very often.
Q. What about the Red Bulls?
A. The same thing. They consume it very rare.
Q. The Monsters are bad for the worker's health?

A. They say that, I don't know. For me, I can't take the Monster. It's bad for my heart I know. My stomach doesn't take it. I hear sometimes the guys say they are starting to feel bad from the Monster, heartburn. I don't know. I don't know.

Q. Do you still have the lists from 2015 of the workers who signed for having paid the $80 a week for their meals?

A. I don't, I don't have it. But I think this guy, the inspector, he's a Spanish guy, he took a copy of everything. When he came to the camp, he took a copy of everything.

Q. Did Sun Valley make any copies of the records before the inspector took them?

A. I'm not sure.

Q. Did you ever give any of those signature records to Sun Valley?

A. No. In the '15, I know this guy, the Department of Labor, he took them all. Then he brought, he brought them to me, back to me, but and -- yeah. No. No. I think they'll have it. Somebody will have it.

Q. In 2015, did Sun Valley ever check whether you were keeping records of the workers

who paid for the meals?

A. They asked me a couple of times, yes, they asked me. But I didn't, they didn't see --

Q. What did they ask you?

A. If I, if I have every, if I was keeping everything on track, if I was keeping everything track of everything. And I said yes.

Q. Who asked you?

A. Russ Marino.

Q. Was that Russell Marino, Jr.?

A. Junior, yes.

Q. Anyone else?

A. No.

Q. When did he ask you?

A. I don't remember. It was 2015.

Q. How long after he originally told you that you should keep those signature lists did he ask you whether you were keeping them?

A. I think two months later I think he asked me.

Q. And any other times?

A. No, I don't remember. I don't remember. Maybe, maybe not. I don't know. I

don't know.

Q. Do you keep notes of your conversations with Russell Marino, Jr.?

A. No.

Q. Do you ever keep any notes of any conversations that you have with anyone at Sun Valley?

A. No.

Q. The notebooks where you keep track of the workers who purchase sodas in the fields, do you keep track of anything else in those notebooks?

A. No.

Q. Do you still have any notebooks from 2015 where you took notes?

A. No, I thought I said no.

Q. How did Sun Valley's workers in 2015 get to the stores where they purchased these sodas if they didn't buy them from you?

A. There's different ways for them to go to the store. One way is they usually when they, when they come, they are, I don't know how they do it, they do it. But soon I knew a few vans pull out, pull into the camp and they, all I see the guys jumping in the vans and they

leave. Vans coming from outside. I don't know how they do it. How they get in touch, I don't know. But they have their ways to go to the store.

Q. In 2015, did any of Sun Valley's farm workers ask you for help in getting a ride anywhere?

A. Yes, yes.

Q. How often?

A. Only the first couple of weeks. Only the first few times they asked me to go to the store to buy, to buy, you know, like a towel, the shoes. And I let them use my truck and they go to the store. Or when I send an older guy, you know, who drives who knows the area and he took them to the store. But only once or two times. I don't remember, maybe a few times. But not all of them, just a few times.

Q. In those times, did you charge the workers for the ride?

A. No.

Q. Other than those times, did any workers ask you for help getting to a store?

A. Yeah, before, before '15, years

before, every year, they asking me for, you know, if I had a way to bring them to the store. And I don't have -- because I'm very busy, I don't have time. I tell them, you know, tell that guy or I don't know. But they ask me for help.

Q. And was that any different than in 2015?

A. No. It was the same.

Q. What guy would you tell them to talk to instead?

A. There's -- there was a couple of guys at the camp that they can drive. I tell them to go and talk to them, the person, you know.

Q. How did you pick those guys?

A. Because it's only two guys that I have that they have the vans.

Q. And what were those guys' names?

A. I don't know. I don't remember who it was in 2015. They are no longer here. But they came from Florida. I don't know. I don't remember.

Q. The workers from Florida who drove the vans in 2015, did they charge Sun Valley's

workers?

A. No. No. Did they charge the guys? I don't know. I don't know. I don't know how they do it. I don't know.

Q. Did you ever talk to the workers from Florida who drove the vans about whether they charged the other workers for a ride?

A. No.

Q. Were there rules about whether Sun Valley's farm workers in 2015 were allowed to buy sodas on their own when they went to town?

A. Not rules. No rules. They just go to the stores and they buy their own sodas.

Q. Did they buy anything else when they went to the stores?

A. I don't know.

Q. Where did the workers keep the sodas?

A. In the lockers. They have lockers. Lockers. Underneath the beds. Anywhere. I don't know. I don't know. Sometimes I work on the bedrooms and I see a lot of things, you know, they got this, the sodas there, they got there. I don't know. And I sometimes, I see them when they come from the store, they bring

a lot of stuff.

Q. Was there a refrigerator in the worker camp?

A. I don't know. No, not that I know of.

Q. Was there anywhere that workers could keep their sodas cool?

A. Some of them, like I say, some of them, but just some of them, there was, that I used to get, you know, along with them. Sometimes they ask me, when it's really hot, sometimes they ask me to keep a case of soda or a big soda, bottle of soda in the fridge inside the kitchen.

Q. Which fridge was that?

A. I got five, one of them.

Q. Did you ever refuse workers permission to store something in the refrigerator?

A. No, uh-huh, no.

Q. How many workers have permission to store something in the refrigerator?

A. Only a few. Only a few. They almost never ask about it. Almost never. Just when I get along with a couple of guys, and

they, we trust, I don't know, they ask me, but only a few times.

Q. How much extra space was there in the refrigerators for workers to store food?

A. Almost none. I got everything filled with -- there's only a little bit of space sometimes.

Q. So if more workers wanted to store sodas or food in the fridge, would they have been able to?

MR. SCHULTE: Objection. Speculation. He specifically said that nobody else asked to.

THE WITNESS: I don't know. If everybody asked me for it, I don't know what I would do.

BY MR. GLICK:

Q. How much extra room was there in 2015 in the fridge?

A. There's no extra room. I got, in the five refrigerators, I got my stuff, the stuff there from the kitchen.

Q. In 2015, could workers cook their own meals in the kitchen?

A. No.

Q. Did anyone ask for permission to cook their own meals in the kitchen?
A. No.
Q. Who is in charge of giving permission to use the fridge in the kitchen?
A. That would be me.
Q. And who is in charge of giving permission to cook in the kitchen?
A. Like I'm in charge of the kitchen, it would be me.
Q. Is there anyone else who could have given permission for a worker to cook in the kitchen in 2015?
A. Russ Marino, Sun Valley.
Q. Do you know if Russ Marino or Sun Valley gave anyone permission to cook in the kitchen?
A. I don't know. I don't know. They never said anything to me.
Q. Who else works in the kitchen in Sun Valley?
A. In the kitchen? I got my wife. I got one -- I got my wife and other kid, other guy. There's three, three persons.
Q. Were those the same three people in

2015?

A. Yes.

Q. What are their names?

A. No, no, it's different. Different. The '15, I had another guy who left last year. He didn't come last year. So last year, I replaced him for another guy. But the girl, I'm not sure if she -- she was with me since '15.

Q. In 2015, other than you, there were three people who worked in the kitchen?

A. Uh-huh. They don't work. They help. I got about three, three other persons. Four, my son. I got my son, I got three persons that help me. But after, afterwards, after we get done job, they help me. And you know, they pay me half of the, you know, the meal, because they help me, when we -- when we finish in the afternoon, they help me to wash all the dishes, do all the dishes. It's a lot of work.

Q. So there are workers who pay you to help in the kitchen?

A. No.

Q. I maybe didn't understand. Could

you explain to me the workers who help in the kitchen, what the arrangement is?

A. Okay. It's not an arrangement. It's help that I give it to them and they give to me. After they finish work, say we finish at six, they come and they come to the kitchen after they get -- everybody eats, and they help me to wash, to do the dishes. This is what they help. You know, I have three guys.

Q. Who pays the workers who help in the kitchen?

A. Me.

Q. How do you pay them?

A. Cash.

Q. In 2015, which workers participated in the 80-dollar weekly meal plan?

A. The H2 guys and the regular guys, whoever.

Q. And did any H-2A workers cook on their own in the kitchen?

A. No.

Q. Did any domestic, did any non-H-2A workers cook on their own in the kitchen?

A. No.

Q. Is there anyone who didn't

participate in the meal plan in 2015?

A. In '15, there was, there was two guys. They didn't agree, since they come, it was from the second group. They came in June. They came in June. Not the April, in June. They were -- one of the them, he started, he didn't agree with the plan. He didn't say anything to me. And he started to do, to cook his own meals in the bedroom -- yeah, in the bedroom. I didn't know until maybe a week or later. I find out that that guy was cooking by himself. Because I was wondering how he didn't pay me, how he was doing. And I found out his friends told me that they, every day, he go to the store, he buy like bread and make a sandwich or tuna, whatever. I didn't say nothing, because I didn't want to have problems or hurt his feelings, whatever. I don't know. I didn't say nothing.

And then another guy came to me and he say that he wasn't going to pay me. Okay. He was doing the same thing. And then maybe a week later came another guy. The same thing. This is when all this, I guess, all this start. Because by that time, is when we

send some guys to Mexico, because we didn't have enough job for everybody. We sent a group of guys and this is when they call the Department of Labor I guess and this is when it was all this problem of them cooking in their bedrooms. It can't been done in their bedroom, because it's not clean or I don't know.

Q. Were there any workers who you -- strike that. Were there any workers who you denied permission to participate? How many workers didn't participate in the meal plan in 2015?

A. Three.

Q. Did anyone else ask permission not to participate in the meal plan?

A. No, nobody else.

Q. When did you find out that they weren't participating in the meal plan?

A. Like I say, the first guy I found out about the second week. And the second guy, a few days later.

Q. The second week of what?

A. It was June. I think it was June. Since they go here, the first guy, since he go here, he never bought, he never paid the

kitchen, the meal in the kitchen.

Q. Do Sun Valley's rules permit a worker to cook in the housing camp?

A. We didn't know, this is not allowed to cook in their bedrooms. We didn't know and they didn't know.

Q. Where did those workers store their groceries?

A. I don't know. I never went to the bedroom. I never did. But they say that they have on the -- they had, they had just a little bit, I guess, they have a little, I don't know how you would call it, a little, like a table or I don't know. I don't know. I never went to them. I never went inside.

Q. Did workers store any of their groceries in Sun Valley's refrigerators?

A. No.

Q. Other than sodas, did workers store anything in Sun Valley's refrigerators?

A. No.

Q. How much do you pay the people who work in the kitchen at Sun Valley?

A. Okay. In 2015, I pay to my wife, I think it was 600 a week. 600. And to the

other guy, I think the same. I'm not sure. 600, I think. And to the girl, 450.

Q. So you paid the girl $450 a week?

A. Yes, a week. But she was, she was working only half day.

Q. And you paid those three workers in the kitchen in 2015 cash; is that right?

A. Yes, yes.

Q. Where did you get that cash from?

A. From the guys. This is the money from the meals. I pay from the same money.

Q. So when the workers paid the $80 fee per week for their meals in cash, you would pay the kitchen workers their salaries out of that money?

A. Yes.

Q. What else did you do with the cash that you collected from the workers?

A. I buy all the foods, the meat and all that and the salary of the three people.

Q. Did you purchase any appliances out of that pool of money?

A. Like I say, like the blender, I did, yes. I said before. Like the microwave, I did, yes.

Q. Who decided to purchase the blender?

A. They needed it in the kitchen. Me. Me.

Q. Who decided to purchase the microwave?

A. It was me. Because we need it to preheat sometimes food.

Q. The cash that the workers paid you for the sodas, Monster, Red Bull, snacks, and those kinds of items, what did you do with that cash?

A. We, I just, I just get the money and buy again and buy again and buy again.

Q. What did you buy with that money?

A. Sodas, Monster, Red Bull.

Q. Did you keep the money that the workers paid for the sodas and Red Bull and Monster and snacks separate from the money the workers paid for their meals?

A. No. Sometimes I put it together. But I know how much I got from the meals, so I never, I know sometimes, sometimes I'm a little bit short on the food and I take money from these and it's money, I move the money back and

forth.

Q. When were you short on the money from the food?

A. Fridays.

Q. Why was that?

A. When?

Q. Why were you short on money from the foods?

A. Sometimes, when I buy more or sometimes, when the -- when all those guys come and they don't have money, I have, I wait for them sometimes and if it's a one or, one day or whatever, I don't charge them until the next week. I don't know. When I go to the store and they send me the receipts, not send me, they give me the receipts, I add them up and this is when I know I'm short or I'm going to be short or over, or whatever, but it can be, you know, up and down.

Q. Did any of the Marinos ever enter the kitchen at Sun Valley?

A. Yes.

Q. Which of them?

A. All of them, Russ, Jr., and Harry.

Q. What about Joe?

A. Joe, he almost never come to the camp.
Q. What about the kitchen?
A. No.
Q. How often did Russ, Jr. come to the kitchen at Sun Valley in 2015?
A. Maybe once a week sometimes. Sometimes once a month.
Q. And what about Harry, how often did he come to the kitchen in 2015?
A. He come outside of the kitchen, because he is the one to hand me the checks and he's looking, he's looking inside. He don't want to step inside, but he's outside.
Q. Would Russell Marino, Jr. enter the kitchen?
A. Yes.
Q. Why did he enter the kitchen in 2015?
A. I guess just to see how clean we have everything. I don't know. I don't know. Sometimes, he come in and tell me, they're looking for me to say something to me about the job. And they enter the kitchen.
Q. Did he ever give you instructions

about running the kitchen?

A. No.

Q. Would he talk to the other three workers in the kitchen?

A. I don't know. I don't know.

Q. Did you ever see him talking to the other three workers in the kitchen?

A. No, no.

Q. Did any of the three workers in the kitchen in 2015 ever tell you that Russell Marino, Jr. had spoken with them?

A. No.

Q. Did Russell Marino, Jr. ever pay those three workers in the case?

A. No.

Q. Did anyone else at Sun Valley pay those workers?

A. No.

Q. Did any of the three workers in the kitchen ever tell you that anyone else from Sun Valley had spoken with them?

A. No.

Q. Did you ever see any of the three kitchen workers interact with any of the Marinos?

A. No.
Q. What about before 2015, did you ever see any of the kitchen workers interact with the Marinos?
A. No. No. No.
Q. Before 2015, did any of the Marinos give you instructions on running the kitchen?
A. Before, a long time ago, yes, Russ. And Harry, yeah. But it was a long time ago.
Q. And what did they instruct you?
A. They said the way we have to keep the kitchen, the fixes outside. That's it.
Q. What did they tell you about how to keep the kitchen?
A. Clean. How? They have to keep the kitchen clean and that's it I think. They don't say much. They didn't say much.
Q. Has the kitchen been remodeled in the time that you have been at Sun Valley?
A. No. Just painting. Every year, we paint it.
Q. Has the housing camp at Sun Valley been remodeled since you have been at Sun Valley?
A. No, just painting every year. And

fixing broken things. That's it. Nothing more.

Q. What's the housing camp like at Sun Valley?

A. I'd say it looks clean compared with other camps. It's not a five-star hotel, but it's clean.

Q. Is that the way it was in 2015?

A. Yes, yes.

Q. In 2015, who lived in the housing camp?

A. The housing camp? The workers.

Q. Did all of the H-2A workers live in the housing camp in 2015?

A. Yes.

Q. What about the non-H-2A workers?

A. Yeah, we got enough room.

Q. Who gets the housing camp ready for the workers before they arrive at the beginning of the season?

A. Russ Marino, Russ, Jr.

Q. Anyone else?

A. And me.

Q. And what does Russ Marino, Jr. do?

A. When I go to the camp and I see

something is wrong or we need to fix something, I tell them and he hires somebody to fix it. So he knows it's fixed. The electrician, the plumber, the paint -- we, I think the year we paint the roofing, the tins, aluminum tins. I don't know, yeah.

Q. And what's involved in maintaining the worker housing throughout the season?

A. Me.

Q. What do you do to maintain the worker housing throughout the season?

A. What do I do? Like I say, it's just I know every, at least, when we have our food house, all of them, they don't have the -- I don't know how you say, but they throw the trash everywhere. And the next day, I put a -- I make one guy to stay in the morning for a couple of hours and clean everything and he told me and he will tell me if it's like the shower is broken or the toilet is broken. Then I fix it or if I can't, I tell Russ, Jr. and he send a plumber or somebody. But if I can, I fix it myself.

Q. Other than a worker telling you that something is broken, how else would Sun

Valley find out if there were a problem at the housing?

A. They wouldn't know until I say something.

Q. In 2015, did you inspect the housing to see if there were any problems?

A. I, I didn't, the inspector come, the state came. The state inspectors came and inspect the camp.

Q. After the state inspector came in 2015, did you ever inspect the housing to see if there was a problem?

A. I didn't inspect, you know, room by room, but every time they -- somebody tell me that there is something wrong, I go and fix it.

Q. If a worker didn't tell you that something was wrong, would you ever go into the housing to check anyway?

A. Sometimes I go inside the bathrooms. Sometimes, sometimes, I go inside the bedrooms and if I see something is wrong, I say something or I fix it.

Q. In 2015, did you find out that there was anything wrong about the housing?

A. Yeah, I think two, a couple of

sinks broken. The -- what do I say -- the -- I don't know, the doors, the screens, the screen door is broken. I fix that or I send somebody to fix it.

Q. When did that happen in 2015?

A. It was in June, July.

Q. Was it after the US Department of Labor came to visit the house in 2015?

A. After the state department came, yes. Before they, the fellow inspector came, and before, yeah, yeah, in between, yeah.

Q. When in 2015 did the state department inspector come to inspect the housing?

A. The beginning of April. First week of April I think.

Q. Were there mattresses in the worker housing camp?

A. There are mattresses, yes. Every bunker has -- every bed has their own mattress.

Q. Who bought the mattresses?

A. Sun Valley.

Q. Were there pillows?

A. No pillows.

Q. Were there sheets?

A. Sheets, yes. Cover mattress and blankets.

Q. There were blankets in the worker housing in 2015?

A. Yes.

Q. Did workers have to buy their own pillows in 2015?

A. I guess, yeah, because Sun Valley didn't -- don't provide pillows. Just the pillows.

Q. What else did Sun Valley provide for the housing?

A. All the tools that we need to work, like knives, sometimes gloves. The blankets and the mattress cover.

Q. Did workers have to buy anything on their own?

A. Whatever they need I guess, yes.

Q. What did the workers buy on their own?

A. Their clothes. Their personal items. I don't know.

Q. Who bought the toilet paper?

A. I provide them with the toilet paper. I got a dispenser, back in 2015, I

think I didn't have the dispenser. I put it at the end, but sometimes I used to give rolls to the guys. But most of them, they buy their own.

Q. In 2015, how many rolls did you put in the bathrooms?

A. I don't remember.

Q. In a given week, how many rolls did you put in the bathrooms?

A. Maybe -- I put a lot. I put the rolls in every, about, I don't know, I don't remember how many.

Q. In 2015, how often did you enter the bathrooms?

A. Maybe a lot, like once a day.

Q. What did you do, did you do anything when you entered the bathroom to inspect its condition?

A. I just look and see if anything is, the water is not leaking. Because we have a lot of leakings. If they are clean or you know, how much trash we got on the floors, so yeah.

Q. Did you test whether there was hot water?

A. No, the guys will tell me if there is hot water or not.

Q. In 2015, did the workers tell you that there wasn't hot water?

A. They told me, but only when, only when, the pump that we have doesn't fit, you know, when everybody comes, like 100 guys, everybody comes and this, we had like 15 showers, everybody in one shower is not enough and the hot water runs out, you know, rapidly. So they say it's cold, but there's nothing we can do about that.

Q. In 2015, how often did that happen?

A. Every couple of months did I hear that. After that, the guys knew, they have, not everybody have to enter, they go, they see 20 guys are running to the showers, they wait. So they, you know, give it some time for the pump to work.

Q. What time did the workers shower in 2015?

A. Usually after, after work, maybe say around six, five. Five, 6:00 o'clock in the afternoon.

Q. Did the workers shower before work?

A. I don't know.
Q. Was 2015 the first year that there were problems with enough hot water at Sun Valley?
A. It's always the same problem.
Q. Has Sun Valley done anything to fix the problem?
A. To tell you the truth, I didn't say -- I don't remember if I say something to them. I don't remember.
Q. Did you do anything to fix the hot water problem?
A. No.
Q. When you entered the bathrooms in 2015, did you inspect whether the windows had screens?
A. In the bathrooms?
Q. In the bathrooms, yes.
A. Yes. And I know we have three windows that they don't have the screen doors, so they don't -- if they open, if they open it, it doesn't have the screen doors.
Q. How long have those windows not had screen doors?
A. Since they built it.

Q. When did they build it?
A. I'm not sure, 2000, '95, 2000. I don't remember.
Q. Did Sun Valley ever do anything to address the missing screen in those windows in the bathroom?
A. The state never asked for those, for those screen doors on the bathrooms. That's why we never did that, anything. They saw, when they come to inspect, they saw everything. They don't, they didn't require. If they did, I would say something to them, but they never required that, not in the bathrooms. In the bedrooms, yes.
Q. What about the bedrooms, did the bedrooms have screen on all the windows?
A. Yes, windows and doors.
Q. In 2015, how often did you enter the worker dorm?
A. When I need to, almost every day. Almost every day. Maybe every other day. If I don't need to, I don't go.
Q. How often did you need to?
A. When I need to say something to one guy in specific, I enter the room.

Q. How often did that happen in 2015?
A. I don't know, maybe a couple of times a week.
Q. When you entered the working housing in 2015, did you ever inspect whether the screens in the windows were ripped?
A. Yes.
Q. What did you find when you looked?
A. The screen door was, it was mainly in the front entrance, in the front door, the guys, they go just like that. They don't be careful and they rip it. We fix it and the next day it's broken again. And you have almost, almost every day, I tried to, I tell the guy to fix that.
Q. Was that a problem in the windows or in the door?
A. In the screen door. I'm talking about the screen doors. Not the doors itself, the doors are okay. And the frame, it's okay. Just the screen door.
Q. Apart from the screen door, were there screens in the windows in the housing camp?
A. The windows in the kitchen, uh-huh.

Q. When you entered the worker housing camp in 2015, did you ever see a fridge?

A. I think once, I think once I saw, you know, a fridge, a little fridge.

Q. Where was it?

A. What?

Q. Where in the housing camp was it?

A. One of the bedrooms. It was one of the guys for one of the bedrooms, where the guys are staying.

Q. How many bedrooms are there in the housing camp?

A. Six.

Q. How many worker beds are there in each bedroom?

A. There's 26, 28, 30, 30 and then 33. There's four of 30 beds and two of 20 something.

Q. When you entered the worker housing, would you visit all of the bedrooms?

A. Not very often. Like I say, only when I need to speak to someone in specific or I'm looking for someone.

Q. In 2015, did you enter all of the different worker bedrooms at some point?

A. Yes.
Q. How often did you enter each worker bedroom?
A. I don't remember.
Q. Did you enter each of the bedrooms more than 20 times?
A. During the season, no, maybe less.
Q. About how many times?
A. Maybe ten or less sometimes.
Q. How many fridges did you see in the worker bedrooms in 2015?
A. I saw only one that I remember.
Q. In 2015, did you ever see any mattresses placed on the floor of the worker housing camp?
A. No, those I would remember.
Q. Before 2015, was there ever a problem at Sun Valley with there not being enough mattresses for all of the workers in the dorm?
A. No.
Q. Was there ever a problem with there not being enough places for the workers in the dorm to sleep?
A. No.

Q. In 2015, was there a problem with there not being enough places to sleep?

A. No, no.

Q. In 2015, did the Marinos enter the working housing?

A. I think that I remember, only once, Russ Marino, Russ, Jr. he entered one of the bedrooms.

Q. And why did he do that?

A. I don't remember. But I think his -- why did he enter? I don't remember. Because, but I was in the inside when he came and he, he step inside, but nothing specific.

Q. What did he say to you then?

A. I don't remember what he told me. He was telling me something about the guys, when we have all these problems, the guys didn't want to work. I don't know. I don't remember.

Q. Did that conversation have anything to do with workers leaving Sun Valley?

A. Not yet. I think, I think that, that, the first time, we still didn't know that they were going to leave.

Q. Which workers are you referring to?

A. The June, June group.
Q. How many workers were in that group?
A. I think 20.
Q. Were there electrical outlets in the bedrooms of the worker housing?
A. Yes.
Q. About how many?
A. The outlets, they have plenty and every time I go and I tell them not to overcharge them, over-plug, you know, plug different stuff.
Q. What would the workers plug in?
A. Because they have fans. They have air conditioners -- I mean fans. They have the radio. I don't know. They have a lot of things.
Q. Did they have anything else?
A. I don't know.
Q. What kind of problem was there if the workers plugged too much into the outlets?
A. The cable can overheat and it can burn and inside, we have the breaker, breaker box and it trips.
Q. Did that happen in 2015?

A. Yes.
Q. How many times?
A. Only one, one time, two times, I remember.
Q. What does it take to fix that?
A. I just go to inside and I push the breaker and that's it.
Q. What about before 2015, was there a problem with workers over-plugging devices?
A. Always the same problem, but only one or two times, once or twice a year. Because now many, after that, they know, they don't have to plug, you know, a lot of things into one outlet.
Q. Does Sun Valley have rules about what workers can plug in, in the dorms?
A. No, no.
Q. Do you set rules about what the workers can plug in the dorms?
A. No, no.
Q. The buses that the workers rode from the housing camp to the fields in 2015, who owned those vehicles?
A. Sun Valley.
Q. Who paid the insurance on the

vehicles?

A. Sun Valley.

Q. Were you involved in the use of those vehicles?

A. No.

Q. Did you drive those vehicles?

A. No.

Q. Did you assign people to drive the vehicles?

A. Like I said at the beginning, when a group of guys come and we need drivers, I ask the guys who has the Mexican driver's licenses or who is a driver, experienced driver and they drive. I let them drive.

Q. If someone -- in 2015, did workers show you a Mexican driver's license?

A. Like two of them that I remember.

Q. Was that enough for them to be permitted to drive the vehicles?

A. I don't know.

Q. Did they show you anything any other licenses?

A. No.

Q. Did you permit them to drive the vehicles?

A. Yes.
Q. Did Sun Valley know that those workers were driving the vehicles?
A. Well, when they told me about that, I said there's nobody with a New Jersey license, so somebody has to drive the vans. So.
Q. Did Sun Valley know who was driving those vehicles?
A. No.
Q. Other than those two workers, who else drove the vehicles in 2015?
A. Nobody. Nobody.
Q. Who drives the vehicles this year at Sun Valley?
A. This year, right now, I got three, three drivers. I got my son, who he has a New Jersey license. And I got another two guys that drive the vans. But to tell you the truth, I haven't asked them if they have -- I know them from -- I don't know if they still got them. They still got their license or not, I don't know.
Q. Where do you know them from?
A. Not in Mexico, but from here. They

have been coming for the past two years.

Q. Have you asked them to show you their driver's licenses?

A. No, I haven't. I haven't thought of that.

Q. Did you ask them to show you their driver's licenses in a previous year?

A. No. I just know that they are good drivers.

Q. What about last year, who drove the vehicles at Sun Valley?

A. Different guys. I don't remember.

Q. Did they show you their driver's licenses in 2016?

A. Only a couple of them.

Q. Did they -- who was in charge of deciding who drove the vans in 2016?

A. That would be me.

Q. And what about in 2017, who was in charge of deciding who drove the vans?

A. That would be me.

Q. Before 2015, who was in charge of deciding who drove the vans?

A. It's me. I'm in charge of the camp.

Q. Did Sun Valley ever tell you what kind of license was required before someone drove other workers in a van?
A. Yes.
Q. Who told you?
A. Russ. Russ, Jr.
Q. What did he say?
A. That we need drivers with a New Jersey license.
Q. When was this conversation?
A. Before the, before the first group of H-2A arrived in 2015.
Q. Was it in 2015?
A. Yes.
Q. What did you say in response?
A. That I was going to, I was going to talk to them and ask them. If they have any kind of license. Only two of them show me the license and no, the rest of them, they didn't have anything.
Q. And how did you respond?
A. They drove. They drove it.
Q. In early 2015, you had a conversation with Russell Marino, Jr. about the driver's licenses. And that was before the

H-2A workers arrived?

A. Yes, a little bit before, yes.

Q. Did you tell Russell Marino, Jr. that you had problems in the past finding workers with a New Jersey license?

A. Yes.

Q. What did he say?

A. What can we do? We can do nothing.

Q. What did you understand him to mean?

MR. SCHULTE: Objection, speculation.

THE WITNESS: I didn't say anything.

BY MR. GLICK:

Q. Did you understand what Russell Marino, Jr. told you?

A. Yeah, I understood that he asked me for, to look for -- that we need the guys with a license. But then I couldn't find any license, I didn't have any guys with a New Jersey license, so I let drive the vans, two guys that I knew they were drivers.

Q. Did Russell Marino, Jr. know that there were people driving the vans who didn't

have New Jersey licenses?

A. I don't know. I didn't never said nothing to him.

Q. Did anybody at Sun Valley know that there were people without -- excuse me. Did anyone else at Sun Valley know that there were people without New Jersey driver's licenses driving workers in vans in 2015?

A. I guess. I don't know. I say no.

Q. Before 2015, did anyone from Sun Valley give you instructions about who was permitted to drive vans between the housing camp and the fields?

A. Uh-huh.

Q. Could you please answer verbally?

A. Yes, yes.

Q. When was that?

A. Before 2015?

Q. Yes.

A. Just it was a long time ago when we started to work in the fields and when they start to buy the vans, they told me. I was like 30 some years old.

Q. Who was it that told you something about the vans?

A. Harry Marino.
Q. What did he tell you?
A. They were going to get vans, but we got to be careful and we have to look for guys with a license or experienced drivers.
Q. Did he say that if a driver had experience, they didn't need to have a license?
A. I don't understand.
Q. Harry Marino told you that you should look for drivers with licenses or experience?
A. Uh-huh.
Q. Was it enough for someone to have experience, but not a license?
A. Oh, I think I didn't have another option.
Q. When was the first time that you told someone from Sun Valley that you had difficulty finding workers who had New Jersey driver's licenses to transport workers at Sun Valley?
A. Since the beginning. Since the beginning, 27 years ago.
Q. Did you tell someone at Sun Valley every year about this?

A. No.
Q. How many different years did you tell someone at Sun Valley?
A. I don't remember.
Q. Did you tell someone more than once?
A. Yeah, I think I told them like one, one time. I don't remember.
Q. Did you ever drive the vans that transported workers between the fields and the housing camp?
A. No.
Q. Did you ever ride on those vans?
A. No.
Q. Did you ever go inside of the vans?
A. When I want to inspect that it's clean, that it needs to be clean, yes.
Q. Did you inspect the vans for anything else?
A. Yes, you know, check the oil, check the brake fluid, yes. Uh-huh.
Q. In 2015, did you check to make sure that the seats were securely attached?
A. I don't remember. I don't remember.

Q. How many seats were there on the vans?
A. We have, back then, we had small vans. They fit like 15 passengers.
Q. In 2015, Sun Valley used small vans?
A. Yes, small vans.
Q. How many small vans did Sun Valley have?
A. In 2015?
Q. In 2015, how many small vans did Sun Valley have?
A. Like four or five. I don't remember. And then they start to buy big vans.
Q. When did they start to buy the big vans?
A. In '15.
Q. Do you remember what month in 2015?
A. No.
Q. Did Sun Valley use a big van to transport workers in 2015?
A. Yes.
Q. And there were three people who drove the vehicles in 2015?
A. No, there were more, more than

that. I would say only a couple of guys showed me, they told me that they have the Mexican license, but the other guys didn't have a license.

Q. There were other people in 2015 who drove vehicles who didn't show you any licenses?

A. Uh-huh. Yes, yes.

Q. And you permitted them to drive the vehicles?

A. Uh-huh, yes.

Q. Did Sun Valley know that people without any licenses drove the vehicles in 2015?

A. I don't know. I never say nothing.

Q. Did the workers who rode in the vans have space to sit in the vans?

A. Yes.

Q. Did the workers ever stand in the aisles of the vans?

A. They might, I don't know. I'm not sure. But I always, always, when I refer to them and when I saw the guys running to the vans, I tell them once after every day that they don't have to run standing. I don't know

what they did while I wasn't there. I don't know.

Q. Did you decide how many people would ride in each van?

A. Yes.

Q. Did you decide which vans would go to which of the fields?

A. Yes, yes.

Q. How did you decide that?

A. Because I keep the guys by groups. I said I need three guys for that group. So take two vans, it's three guys. Or take three small vans, send another three guys. And then after that, they know, you know, where they go.

Q. In determining how many workers went to the different fields, would you count the seats that were available in the vehicles?

A. Yes. Because I told the drivers not to let the guys ride standing.

Q. Did you ever find out that the drivers allowed the workers to ride standing?

A. Only a couple of times, yeah.

Q. What did you find out?

A. When I came, when I get to the field, we were close and they, when I wasn't, I

was at the camp and I saw the van coming and I saw a couple of guys standing.

Q. What did you do?

A. I told them. I went right there and I told them that is not allowed. Not permitted.

Q. How many people were riding in the vehicle --

A. Two, at that time, it was only two guys.

Q. How many people were sitting in that vehicle?

A. I don't remember it was, if it was a small van or a big van. I don't remember.

Q. Were people standing in that van because there wasn't enough space to sit?

A. No. Because they were coming, other vans empty, there was, they just step in and the guys are like that. Sometimes they just go.

Q. How did you decide which fields to send workers to?

A. I don't decide. Harry Marino decide.

Q. Does anyone else decide where to

send workers to work in the fields?
A. Russ, Jr.
Q. How did they tell you about their decision where the workers should go?
A. Depending on what we're going to pick, he told me we need so many guys to do the job. Bring me three guys. Or bring 20 guys. The rest of the guys, send them to do this job. They decide.
Q. So they decide what crops need attention?
A. Yes, uh-huh.
Q. Do you have a role in deciding that?
A. No, no.
Q. Do you decide when crops should be picked?
A. No.
Q. Do you decide when crops should be planted?
A. No.
Q. How far is it from the housing camp to the furthest away field?
A. It's a 15-minute drive.
Q. What about the closest camp, how

far is that from the worker housing? I'm sorry, the closest field, how far is that field from the working housing?

A. Five minutes.

Q. Five minutes by driving?

A. Driving, uh-huh. Very close.

Q. The field that is a 15-minute drive away, is it possible to walk from the housing camp to that field?

A. It's possible, but they're not going to walk for a couple of hours.

Q. It would be a couple of hours walk to walk from the furthest field to the worker housing?

A. Uh-huh, yes.

Q. How often did workers work in that particular field?

A. Not that I remember.

Q. Did they work there ever in 2015?

A. In 2015, I don't remember anybody who walked from the field to the house.

Q. It would be a very long way to walk?

A. It's two hours, yes.

Q. Did some workers work in that far

away field in 2015?

A. Yes, we have vegetables there, yes, in that part.

Q. What crops were grown there in 2015?

A. Peppers, cucumbers, pickles.

Q. If a worker wanted to leave the field after working for eight hours in a day, how could they get back to the housing?

A. Okay. There is two ways. When, because they had told me, I have been through that a lot of times. If some guys want to quit at lunchtime, I got my truck, my personal truck, that is not a farm truck, it's my truck, we run the food there. And if there are two or three guys that they don't, they want to stop at lunchtime and they ask me, they tell me, they come to me and say, I want to stop, because I don't feel good or whatever, I let them drive in the -- on the back of the truck with a camper, with a camper.

Q. And you would drive the workers?

A. No, my wife. I mean, I would drive, no. My wife is driving my truck, because I have to stay in the field.

Q. So if workers wanted to leave the field early, your wife could drive them back?

A. But only after lunchtime. Only at 12:00 o'clock, when we finish. If that happened, after she leaves, either one. They have to stay in the vans, they have to work for us or if I have to go to the camp to do something, I drive them in my truck. So if it's only one guy, drive in my passenger seat.

Q. Are there any other ways that a worker could return to the housing camp if it was after lunch?

A. Yes, yes.

Q. How else?

A. Sometimes they have friends, they're going to do, they're going to go somewhere and they call their friends and they come and they pick them up and they go.

Q. Any other ways that a worker could return to the housing early?

A. No.

Q. If a worker in 2015 chose to wait in the van until the end of the day, was there air conditioning in that van?

A. It was in the shade. We have a lot

of woods there. And the truck is parked there. They go, they stay in the shade. I seen some guys sleeping or -- because I'm very busy. I can't send anybody home just to take this guy in particular.

Q. There wasn't any air conditioning in the vans?

A. They got air conditioning, but I haven't tried if it works or not. But I think some of them, they have, they have.

Q. If a worker --

A. Yeah.

Q. If a worker stopped working early, was there somewhere they could drink water?

A. Yes.

Q. Where was that?

A. In the place where we -- where we park all the vans, there's a faucet and if not, they see us right from here to the road, they go and drink water.

Q. Are the fields very large at Sun Valley?

A. Some of them, there are long rows, yes.

Q. How long would it take to walk from

one side of the field to the other?

A. I would say walking, ten minutes, not even ten minutes. I would say, I don't know, but, yeah, but walking, yes, not even ten minutes.

Q. Were there times when a worker would have to walk across the field to get water?

A. No, we always have water right there, one side.

Q. How many supplies of water were available at each field?

A. We have a truck, the water truck, and I got one guy in charge of that, making sure that we need water. And we got the water jugs in the back of the wagon that we're working with. And in the truck, on one side, on one side, if we working one way, I tell them to put the truck one way. But every time me or the driver, the tractor driver, I tell them to make sure if the water jug is almost empty, I send the guy and he goes, he goes to the water supply and come back.

Q. Who is it that's in charge of the water supply?

A. It could be anyone. It could be anyone.

Q. So were there ever times when workers were working in different parts of the field at once?

A. Yes. Yes, but when we work -- when we have two groups, I have one group here and one group there.

Q. How far away would those two groups be in the fields in 2015?

A. Like 15 minutes walk.

Q. Was there water in both places?

A. Yes.

Q. Always?

A. Yes, always.

Q. How did you make sure of that?

A. Because I call the guy that I have in charge of that group and I send the guy in the water truck to go and supply water to them.

Q. How many different fields does Sun Valley have?

A. Many.

Q. More than ten?

A. More than ten.

Q. Is it about 12?

A. It could be, because they are big. It's a big farm. They rent a lot of ground.
Q. In 2015, how many different fields would workers work in at the same time?
A. Saying to farms, I'm not sure. I'm not sure.
Q. Was it more than three?
A. More than three, yes.
Q. Was it more than five?
A. I'm not sure.
Q. How could you make sure that there was water in all the different fields at once?
A. We got only one water supply, the faucet. Only one, only one water spot where we and where we, when we leave to the field, I -- we fill the water jugs with fresh water. And when it's too hot, they are drinking and drinking and they empty fast. So I got the guy checking them and they grab the water jugs, they put them in the truck and they go back to the water supply and bring them to the field.
Q. And you keep track of all of that?
A. Yes.
Q. In all of the different fields at once?

A. Yes.

MR. SCHULTE: Off the record.

- - - - -

(A recess was taken at this time.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, as you know, there is an interpreter present. Do you understand?

A. Yes.

Q. Are there any questions for which you would like to have a translation?

A. Not at the moment.

Q. You will let me know if there are any times which you would like to have translation?

A. Yes.

Q. So we were discussing or I was asking you questions about the fields and about the water that is available. The faucet pump from which the drinking water comes, how much time does it take to drive from the place where the water cooler is parked to the faucet?

A. Like five minutes.

Q. Is it longer from some of the

A. Me and another guy, another two guys. I had two groups, two groups besides me. I have two groups.

Q. Anyone else besides those other two?

A. No.

Q. There were more than three different fields being worked at any given time; is that right?

A. Well, when I say more than three fields, we have in the farm, we have more than three fields, but when we work with the groups, it's one group in each field.

Q. What time of day would the water run low in the fields?

A. Especially after lunch when it gets hot. Maybe around two or 3:00 o'clock is when they start to drink more water.

Q. And that's also the time that you bring out the sodas to sell to the workers?

A. No, no, it's in the morning, the break in morning. The morning break is 8:30, 9:00 o'clock. In the afternoon, it's around three, 3:30. Between 3:00 and 3:30.

Q. The lunch that's served at the

kitchen, is there water available for the workers to drink?

A. Yes. Yes, there is.

Q. Is that water available for free?

A. Yes, it is.

Q. Are there also other beverages available for the workers?

A. Not besides water, fresh water, uh-huh.

Q. Are there beverages that the workers can buy at lunch?

A. Just like the Gatorades, yes.

Q. Anything else?

A. The sodas.

Q. The same sodas --

A. The same sodas, yeah.

Q. -- that are sold at the kitchen in the afternoon?

A. Yes.

Q. And the same beverages that are sold at the afternoon break in the fields?

A. Yes.

Q. And at the morning break in the fields?

A. Yes.

Q. Are the prices the same --
A. Yes.
Q. -- as lunch for the workers to buy?
A. Yes.
Q. Is there anything else sold at lunchtime besides the sodas?
A. No.
Q. At dinner, are the same sodas sold to the workers?
A. Yes.
Q. Anything else available for purchase by the workers at dinner?
A. No.
Q. And was that true in 2015, the workers could purchase sodas at lunch?
A. Yes.
Q. And at dinner in 2015, the workers could purchase sodas at dinner?
A. Yes.
Q. Is there water provided for free at dinner?
A. Yes.
Q. Who provides the water?
A. Me and the kitchen, the helpers. I tell them to fill the jugs with waters on the

tables, yes.

Q. In 2015, did the workers buy sodas at lunch?

A. Yes.

Q. How many?

A. I don't know.

Q. Did you keep records of their purchases?

A. No.

Q. How did they pay?

A. Cash.

Q. Did they pay you?

A. Yes.

Q. Did they ever purchase the sodas from someone other than you?

A. Yes. When they, when the vending trucks come, they pull into the camp, they buy from them. They sell sodas, yes.

Q. Those are trucks that you aren't running, right?

A. No, no, it's vending trucks. It's like they come from other towns and they come to the camps. They are driving around. There are people that all they do is that, vending.

Q. Did you ever send any of those

vending trucks away from Sun Valley?

A. Oh no, no.

Q. Did you ever tell any workers not to purchase items --

A. No.

Q. -- from the vending trucks?

A. No.

Q. Mr. Hernandez, if you could please try to wait until I finish asking my question until you answer. Do you understand that?

A. Yes.

Q. Did you ever criticize a worker for purchasing something from the vending truck?

A. No.

Q. Did anyone set any rules about whether workers could purchase items from the vending trucks?

A. No.

Q. Earlier in 2015 before the workers arrived and when you were pruning trees, how did Sun Valley pay you?

A. They pay me by piecework and they give me a commission of what the guys trim.

Q. Did they pay you anything by hour?

A. Not in pruning. When we work

picking stuff, picking, when we start harvesting, yes, sir, they pay me by the hour.

Q. So just focusing on the time that you were pruning, you were paid a combination of piece rate and a commission; is that right?

A. Yes.

Q. Did Sun Valley deduct taxes from your paychecks during that time?

A. Yes, a lot. It's a lot.

Q. And during that time when you were pruning trees in 2015, did Sun Valley reimburse you for any expenses?

A. I don't remember. When I do some expenses in the camp, they do reimburse me.

Q. What kind of expenses did Sun Valley reimburse you for in 2015?

A. I don't remember. I'm not sure.

Q. Did Sun Valley reimburse you for any expenses in connection with the worker housing?

A. No.

Q. Did Sun Valley reimburse you for any expenses related to the kitchen?

A. No.

Q. Did Sun Valley reimburse you for

any expenses for work equipment?
A. No.
Q. Did you have any expenses in 2015?
A. Not at the camp, I don't think so. I'm not sure.
Q. What about before 2015, did Sun Valley reimburse you for any expenses?
A. No, because all, when there was something wrong, they hired people to fix it.
Q. In 2015, did you have to pay out of pocket to fix anything at Sun Valley?
A. Yes, but little things. Little things. I wasn't worried about that. Little things like screen doors, five dollars. Like light bulbs, ten dollars. Little things, but not much. And I never, I never say nothing to them.
Q. You never asked Sun Valley to reimburse you?
A. No.
Q. Did Sun Valley have a policy about whether they would reimburse you?
A. I don't know.
Q. Did they ever tell you that they would reimburse you for expenses?

A. Yes.
Q. What did they tell you?
A. That if I spent on some fixes, bring the tickets, they will reimburse me.
Q. Who told you that?
A. Russ Marino, Jr.
Q. When did he tell you that?
A. It was a long time ago, before '15, a long time ago.
Q. Did Sun Valley's policy about reimbursement change after you had that conversation?
A. I don't know.
Q. Did Sun Valley ever tell you that the policy had changed?
A. I don't know. No, they don't, they didn't.
Q. In early 2015, was there a time where you weren't doing pruning work?
A. After, after the first week of April, we, we finish with the pruning. We did something else.
Q. When did the pruning start in 2015?
A. The beginning, like March 15th.
Q. Who assigned you to do the pruning

in March 2015?

A. Harry, Harry Marino.

Q. Did he decide how much work you would do?

A. Yes.

Q. Did he decide when you did the pruning work?

A. Yes.

Q. Before March 15, 2015, did you do any work for Sun Valley between January 1st and March 15, 2015?

A. January 15, no.

Q. Did Sun Valley pay you anything in January or February 2015?

A. No.

Q. What about before March 15, 2015?

A. No.

Q. Where were you living between January and March 2015?

A. I was living at my home and I was, I went to Mexico for vacation for six weeks. I came back and I was collecting, I started to collect, not -- I mean for a few weeks for, I don't know, I don't remember, three, four weeks, three weeks, I went to Mexico, I came

back and I was collecting unemployment.

Q. Were you collecting unemployment in relation to your work at Sun Valley?

A. Yes.

Q. In 2015, did you work for anyone other than Sun Valley?

A. No.

Q. In 2014, did you work for anyone other than Sun Valley?

A. No.

Q. When was the last time you worked for anyone other than Sun Valley?

A. I never, I never, I never worked for anybody else other than Sun Valley.

Q. Was there ever a time where Sun Valley paid you money that they didn't deduct taxes from?

A. No.

Q. Why did the kitchen workers start to be paid by you instead of Sun Valley?

A. Okay. When they make the change to H-2A workers, they told me the rules was going to change. Everything was going to change. And they were -- they didn't want to be involved with the kitchen anymore. This is

when they told me that, they decide to leave me the kitchen, to leave the kitchen, you know, separate from the farm, the kitchen.

Q. Who told you that?

A. All of them. A meeting that we had.

Q. Was that the Marinos?

A. The Marinos, yes.

Q. What year was that?

A. I'm not sure if it was at the end of '14 or the beginning of '15. I don't remember. But it was those months. When they decide to bring, to go H-2A.

Q. What else did the Marinos decide about the change in the kitchen at that time?

A. They decide not to get involved with the kitchen and they decide not to do some jobs that they -- that is their business, I don't want to, you know, they did a lot of changes in the farm, you know, it's not my concern.

Q. What other changes were those?

A. Like in one type of work that I know, I'm talking just about work, I don't know about any financial, I don't know anything of

all that. But the type of work, we used to cover the pickles and they decided not to cover anymore. Why the decision, I don't know, because they was -- they were spending more money then.

Q. And did anything else change about the kitchen in 2015 other than who paid the workers in the kitchen?

A. No, no.

Q. Did the people who worked in the kitchen change in 2015?

A. Change? I don't know what, change, change?

Q. Were the people who cooked in the kitchen the same people in 2015 as they were in 2014?

A. Yes.

Q. How did you decide to pay them?

A. Cash.

Q. Did you pay them the same amount they were paid the year before?

A. No, it was a little bit, a little bit less.

Q. Did Sun Valley change the way it paid you in 2015 compared to 2014?

A. It was the same. They looked at my records and they pay me the same thing at the end of the year. It's the same thing, about the same.

Q. Did they tell you anything about what to charge the workers for?

A. No.

Q. Did they set any rules about what you would charge the workers?

A. No.

Q. Did they tell you that it was okay to sell the workers sodas?

A. No.

Q. Did they say anything about selling sodas to the workers?

A. No.

Q. Did they say anything about selling meals to the workers?

A. No.

Q. They knew that in the past you sold meals to the workers?

A. Yes.

Q. Did you discuss anything in that conversation with the Marinos around the end of 2014 or early 2015 about the sales of meals to

the workers?

A. We talk a little bit about that, but it was about what was going to change, that they were paying two persons in the kitchen, in 2015, they were not going to pay anymore. That's what we discussed.

Q. Did they tell you that there were things that weren't going to change?

A. No.

Q. Does Sun Valley give you vacation time?

A. No.

Q. Is there a policy about when you can take time off at Sun Valley?

A. No.

Q. Was that the same in 2015?

A. Yes, sir. It has been the same since I have been with them.

Q. Does Sun Valley give you sick time?

A. When I'm really sick, yes.

Q. What happens in terms of your pay if you are sick?

A. If I sick for a day, I never been sick for more than a day, all day. When I -- I manage the hours, so either one I can, I can

get -- I can write my hours or I can leave it like that, it's up to me.

Q. And you don't work for any other companies other than Sun Valley?

A. No. No.

Q. Have you ever applied to work at a company other than Sun Valley?

A. No, never.

Q. You don't want to work anywhere else?

A. No. I'm too old for that.

Q. Is there a poster, in 2015, was there a poster in the kitchen that told the workers about any laws?

A. Yes.

Q. Who put that poster up?

A. Joey Marino.

Q. What did the poster say?

A. About the minimum wage, you don't make the minimum wage, you have -- even you have to do to make so much an hour. Even if you are working, kind of how to keep safe, the OSHA stuff and all that.

Q. What's the room called where the workers sat when they ate their meals?

A. Call them eating room or I don't know, because it's in between the kitchen and the bathrooms with the roof.

Q. If I say eating area --

A. Eating area.

Q. -- will you understand I'm referring to the place where the workers ate the three meals a day in 2015?

A. Yes.

Q. Were there posters in that eating area about any laws?

A. Yes.

Q. How many posters?

A. There was one on each side.

Q. What did the posters say?

A. On the laws, requirements of the safety things, the H-2A laws. All kind of information.

Q. Did you put up any of those posters?

A. No.

Q. Did you fill out any information on those posters?

A. I remember one time they asked me to translate, to write in Spanish. I did once,

A. Yes.
Q. When did you first have that license?
A. I'm not sure if it was in 1997. A little bit before 2000.
Q. Did you have a Farm Labor Contractor license from the US Department of Labor in 2015?
A. Yes.
Q. Why did you apply for a US Department of Labor farm contractor -- why did you apply for a US Department of Labor Farm Labor Contractor license?
A. I don't know. Maybe it was a confusing thing, I don't know. I knew before I had the federal, a state license is one and the federal license is another. So what I understand, I always have -- had the federal. When they give me the state, I applied for the federal and they sent me by mail and a couple of weeks ago, the Department of Labor in California called me and they started to ask me about being farm labor contracting, because they thought that I was getting myself the H-2A workers and I told them no, I'm not. So I

Q. Has anyone else filled out an application for a Farm Labor Contractor license saying that you will hire H-2A workers?

A. No.

Q. Have you ever signed an application that says you will hire H-2A workers?

A. Not that I know of.

Q. In 2015 when workers had a question, who would they ask a question?

A. To me.

Q. Would they ask anyone other than you?

A. No. Only when they start to get tired of the job and they start to complain, that I'm talking about the April group, 19 guys, they start to get mad and they start to get tired or do that job, and they quit on me. They didn't want to keep working. They went to the house and they asked me to talk to my boss to tell them. They told me, tell your boss, because we don't even know them. This is when Russ, Jr. and Joey came to the camp to talk to them is the only time somebody has done.

Q. Other than that time, were the workers at Sun Valley able to ask questions

directly to Russell Marino, Jr.?
A. Yes. Yes.
Q. Did they ever ask questions directly?
A. I don't know.
Q. When would they have the opportunity in 2015 to ask questions directly of Russell Marino, Jr.?
A. I don't know.
Q. Do you ever see anyone complain to Russell Marino, Jr.?
A. Only that time.
Q. No other times?
A. Not that I see.
Q. Did you ever see any worker ask any question of any of the Marino brothers?
A. No, no.
Q. Did you ever see the Marino brothers speak to any of the workers directly outside of that one time?
A. No.
Q. Was there any other time when workers asked you to pass a message onto the Marino brothers?
A. No.

Q. Any other times that the workers asked you to ask permission for the Marino brothers for something?

A. No.

Q. If the workers wanted something changed, they had to ask you?

A. I think they would. I think they can ask me.

Q. Could they ask anyone other than you?

A. Maybe like I'm in charge of the camp, maybe I would think that they can ask me. And I will ask the farmers to come and we discuss whether, you know, whatever they want to change. I don't know.

Q. Other than the 19 workers who asked to speak to Russell Marino, Jr. and Joey Marino, were there other times in 2015 when workers asked something to be changed?

A. Not that I know of.

Q. When the workers asked to speak to Russell Marino, Jr. and Joey Marino on this particular occasion, these 19 workers, what happened?

A. Well, when he came, he was very

busy. He was a little upset. And because the asparagus needed to be cut, we were losing product and they just -- they just a week and a half, they just arrived. They -- he was upset. They didn't say anything offensive. And one of those guys did understand a little bit of English. Because I hear that guy to tell him don't speak loud. And he, he calmed down. And he told them, you know, that's it. And they can't do the job, you know. They wanted to leave. They worked for too long.

Q. Who else was there at the time when this meeting took place?

A. It was outside of the room. All of the workers, the 19 guys and Joey, Russ and me.

Q. Was anyone else there?

A. No.

Q. This was outside of --

A. The bedrooms.

Q. And this was a meeting that happened around the beginning of May 2015?

A. I think close, I think it was about that time. I don't remember the exact date, but it was, it was in early May.

Q. And the 19 workers were H-2A

workers who had arrived at some point in April 2015?

A. Yes.

Q. Where were you standing during this meeting?

A. One side. I didn't speak out. He, he understand and he speak Spanish pretty good.

Q. Who does?

A. Russ Marino.

Q. Were you able to hear everything that Russell Marino, Jr. said at this meeting?

A. Yes.

Q. Were you able to hear everything that the workers said at this meeting?

A. Yes.

Q. Were you able to hear everything that Joey Marino said at this meeting?

A. Yes.

Q. What time of day was this meeting?

A. I don't remember exactly. It was at the beginning of May. I think it was at the beginning of May.

Q. Was it in the morning?

A. Around, around lunchtime. Around, I remember it was a little bit before or a

little bit after.

Q. Did those 19 workers work in the fields that morning?

A. I don't remember. I don't think so. All of them they stay home, because they want to leave.

Q. How did you know they were going to leave?

A. Because they, they were talking and talking, that they didn't like the job. And they were suffering in the field. I saw them. And calling by phone. I hear a couple of guys calling to their agent in Mexico. I spoke with their agents. And I just, I explain to her, it was a lady, I explain to her and I told them that the job was too tough for them. And then he asked me to speak with one of the guys again. And he tell her, that yes, the job was too tough. That it was not for them. That job wasn't for them. That they would want to leave.

Q. How long before the meeting outside the worker housing did you have this conversation with the agent?

A. A couple of minutes.

it was fast.

Q. Did you translate at that meeting?

A. No.

Q. You didn't speak at that meeting?

A. No, I didn't speak.

Q. Who spoke first at that meeting?

A. Russ Marino.

Q. What did he say?

A. That he was, he was there to see what happened, what was wrong. Why they keep -- they can keep working. We have a lot of asparagus and it was, you know, growing up. We were going to lose, what was wrong.

Q. Who spoke next?

A. About three or four of them, they were like the leaders of the group.

Q. And which of them spoke?

A. I don't remember. I don't remember.

Q. But one of them spoke next?

A. Yes.

Q. What did they say?

A. It wasn't the job for them. That they wanted to leave.

Q. What happened next?

A. I don't remember. I don't remember.
Q. Did any other workers speak?
A. About three other guys speak.
Q. Did Russell Marino, Jr. respond to what the first worker said?
A. Yes, I think, I think he did.
Q. What did he say?
A. I don't know.
Q. Do you remember anything Russell Marino, Jr. said in response to a worker at that meeting?
A. That he was, he was losing a lot of asparagus. It was a tough job, but they knew what -- they knew in Mexico what they were expected to do when they come here. But they, why they came.
Q. What else did he say?
A. And at the end, then he say that they wanted to leave, that's okay, just to, they had to sign the note, the voluntary exit, I don't know.
THE COURT REPORTER: The what exit?
MR. SCHULTE: He said

voluntary.

THE WITNESS: It's a voluntary note, you know, signing they're free to go.

BY MR. GLICK:

Q. What did the other workers say at the meeting?

A. I don't remember. I don't remember.

Q. Is there anything else you remember about the meeting?

A. Just that they didn't want to sign. They were like they didn't want to sign, because they were afraid that this, that this signature will affect them in the future with coming with another visa. And he said that no, he wasn't going to harm, harm them or, you know, yeah. Make any harm. But he was going to leave the notes and check the box whatever they feel more comfortable with English or Spanish.

Q. It was Russell Marino, Jr. who responded about the forms?

A. Yes.

Q. Did Russell Marino, Jr. bring those

forms to the meeting?

A. Yes. Yes. No, later he went and got them and a couple of more hours later, in the afternoon, he give me the -- all the forms and I brought them to the camp. I handed one by one. They read it. And I told them like he say check the box whatever is more convenient for you.

Q. Did you say anything else?

A. No.

Q. Did you help the workers fill out the form?

A. No.

Q. Did any of the workers ask about how to fill out the form?

A. No.

Q. Did anyone tell the workers which box to check on the form?

A. They ask me, but I say it's in Spanish, whatever is more convenient for you. I didn't tell them check this or check that, no.

Q. What do you mean by convenient?

A. There was different options, it was like three or four options. And whatever, so

they make sure it wasn't harm, you know, make harm in the future. You know, like they check, I'm quitting my job is, you know, another was, I want to go to Mexico, because I got a sick family. I think it was, you know, different, all the different options.

Q. Did any of the workers tell you that they had sick family?

A. No.

Q. Did any of the workers tell you that a family member had died?

A. No.

Q. Did any of the workers tell you that they were sick?

A. No.

Q. Did you tell the workers to fill out the form truthfully?

A. If they told me?

Q. When you gave the form to the workers, did you tell them to fill it out truthfully?

A. Yes. Well, I told them, I told them read it in Spanish and check the box more convenient for you. Whatever you want. I didn't tell them what box to check.

you into the worker housing?
A. No.
Q. Did any of the other Marinos enter the worker housing at that time?
A. No.
Q. Did Russell Marino, Jr. sign the forms that the workers signed?
A. I don't remember.
Q. Did Russell Marino, Jr. watch the 19 workers signed those forms?
A. No.
Q. He wasn't around when the workers signed those forms?
A. No.
Q. Were you present when the workers signed the forms?
A. Yes.
Q. Did you watch the workers sign the forms?
A. Yes.
Q. Again, referring to the 19 workers who left around early May 2015 and the meeting that took place outside the housing area with Russell Marino, Jr. and Joey Marino, and yourself, do you understand what I'm referring

talking about quitting. My job is to inform everything that happens to the farmer, to the owner.

Q. And the owner is who?

A. Russ Marino and Harry Marino.

Q. Were there other times in 2015 when groups of workers left the farm for some reason?

A. That year, later, with the second group, yes.

Q. What happened?

A. It was in June, July, August, I think it was in August, I think. I don't know how many acres, but a lot of acres of peppers, they got diseased and we lost them. So they decide that we got too many guys in the camp for the work, the work coming ahead. So they decide to send 44 guys back to Mexico.

Q. Who decided that?

A. Harry and Russell Marino.

Q. How did you find out about that decision?

A. They told me.

Q. What did they say?

A. That we were running out of work,

there's not enough work for everybody. It does not make sense for everybody to be there in the camp doing nothing, working a couple of hours. That it's better to send one group ahead.

Q. When did the Marinos tell you that?

A. That was in August, I think it was in August.

Q. Where did that conversation take place?

A. In the farm.

Q. Was it a meeting with them in person?

A. No.

Q. Was it by phone?

A. He told me in person, but not in that meeting. He told me, he told me in the field.

Q. Who decided which 44 workers were going to have to go?

A. Me.

Q. How did you decide?

A. I decide, I had to pick the guys that they were, I don't want to -- I don't know, we look, I look, my job is look for the better for the company, right. And I saw there

are some guys that are good and some guys that are not too good. They don't like to work. They stay in the house. Every weekend, they stay in the house. They talk too much, give you a lot of troubles and this is the way I pick those guys.

Q. Did Sun Valley give you instructions on how to pick the 44 guys?

A. Just they told me the guys that should leave first, should leave is the guys that came first in the first group, you know, they have more time, more hours worked.

Q. Who told you that?

A. Russell Marino, Russell, Jr.

Q. Did he explain why those workers should be the ones selected to leave?

A. Because they have the most, the more, more time, the more -- they got there before, more hours worked. And they got a rule or a requirement that the guys has to work so many hours at least to leave without getting into trouble.

Q. Did you use any lists to help you pick which those 44 workers were?

A. No, because I knew.

Q. How did you know?
A. After, after one month, I know everybody.
Q. You knew what month people arrived?
A. They arrive in June, the first of June, uh-huh.
Q. Did Sun Valley approve your selection of which workers were going to leave?
A. Yes.
Q. How did you present your selection of those workers to Sun Valley?
A. I make a list, again, I make a list and I give it to them.
Q. Who did you give it to?
A. To Russ, Jr.
Q. Did Russ, Jr. ask you to make a list?
A. Yes, to pick, yes, make a list of 44 guys.
Q. And do you still have that list?
A. No.
Q. What happened after you gave the list to Russ, Jr.?
A. He arranges, he arrange everything, the legal stuff with Theresa and he called the

bus company and the bus company sends one of the buses from Mexico and they were paid that day. Everybody got their paycheck and the two paychecks, because we work in one week ahead. They got two paychecks and then they left. They signed, you know, you know, reimbursement.

Q. Who told the workers that were being let go about this decision?

A. Me.

Q. How did that happen?

A. I call all the guys and I told them about, about what happened with the acres of peppers we lost. And if we stay, if everybody stay, there was, there wasn't enough work for everybody down the road. And the farmers want to, want 45 guys to leave so there's enough work for all the guys and not many guys in the camp, I told them.

Q. And what happened next?

A. Nothing. They just, they just saw each other and nothing, they didn't say anything until when I, when I name all the guys, I read the list. One day later, I read the list to them.

Q. So the meeting that you just

documents before they left?

A. They signed the same, the same note, the same application with the voluntarily exit.

Q. That's the same kind of form that the 19 workers departed in May of 2015 --

A. Yes, exactly.

Q. -- signed?

A. Yes.

Q. How do you know that the August workers signed that form?

A. Because again, I give it to them.

Q. Did you give it to all of the 44 workers --

A. Yes.

Q. -- who left in August?

A. Yes.

Q. When did you give it to them?

A. When I -- after I name all the 44 names, and then I hand the list to the office and they make it.

Q. How long after you announced the names did you hand out the paperwork to -- how long after you announced the names did you hand out the paperwork for the voluntary departure?

A. It was the next day.
Q. Where did you hand out the forms?
A. At the camp.
Q. Was it inside the camp?
A. Yes.
Q. Inside the bedrooms?
A. No.
Q. Where inside the camp?
A. The eating area, eating area.
Q. Were any of the Marinos present when you handed out the forms to the 44 workers in the eating area in August?
A. No.
Q. What did you say when you handed out the forms?
A. Again, I told them the same thing, the 19 guys, I told them to check the box. It was the voluntary exit that they read it and sign it, English and Spanish and keep the Spanish one and give me back the English form. And check the box more convenient for them.
Q. Did the workers fill out the form that day when you handed it out?
A. Yes.
Q. Did you see the workers sign the

form?

A. Yes.

Q. Did all of the workers give you the form back?

A. Yes.

Q. Did all of the forms you received back have signatures on them?

A. Yes.

Q. And Russell Marino, Jr. didn't see those workers sign those forms?

A. He wasn't there.

Q. So he didn't see them sign the forms?

A. No.

Q. Did the workers ask any questions in the eating area when you passed out the forms in August?

A. No.

Q. Did any of those 44 workers leave Sun Valley voluntarily?

A. Yes, I would say yes.

Q. How many of them?

A. I don't know. The 44.

Q. Did any of the 44 workers who left in August have a choice about whether to leave

Sun Valley?

A. Nobody say nothing to me.

Q. Could any of the 44 workers have decided to keep working at Sun Valley in August 2015?

A. No one say nothing to me.

Q. Could any of the 44 workers have decided to stay and work in 2015?

A. I don't know.

Q. Did you decide that those 44 workers had to leave Sun Valley?

A. I just, I just told anyway 44 guys was, they had to leave, 44 guys, any 44. So I made the decision to pick all those names. Nobody, nobody asked me to change, you know, for a different guy or he really want to stay, nobody say nothing to me.

Q. Didn't some of the workers tell you that they were upset and they wished -- why couldn't somebody else leave instead?

A. Yeah, one guy, about the six guys that I was talking about, they started to talk and talk and talk that they -- but they didn't say why me? They say why don't send them.

Q. Isn't that the same thing?

A. Not for me.
Q. How is it different?
A. Because he never had a chance to consent. He never asked me, hey look, I really want to stay why don't you send the other guy instead.
Q. How did you respond to those workers who said why not send someone else?
A. I said 44 guys cut, they say 44 guys have to leave. I could pick any other names.
Q. But you picked those 44 names?
A. Yes.
Q. In 2015, did Sun Valley's workers use a system to clock in when they started working?
A. Yes.
Q. What was the system?
A. It's called PET Tiger. It's a system they have from California, with if a how forget it.
Q. Is it an electronic system?
A. Yes. Yes.
Q. Where is the system physically located at Sun Valley?

A. In the office. The office.
Q. How did workers use that system?
A. The main, the main computer is inside the office. They give me, I use a couple of tablets, iPads and they, I got the application and I scan them in, scan them out.
Q. Do you do that every day?
A. Yes.
Q. What do you scan?
A. The ID card with the photo and the bar code.
Q. Every worker at Sun Valley has a photo with a bar code?
A. Yes.
Q. When do the workers receive that photo with the bar code?
A. Before they start to work. Every time when they come, before they start to work, they have to have the ID card.
Q. When during the workday do you scan the bar code to mark the worker as clocking in?
A. When we start in the morning, and when we finish out the day.
Q. Do the workers clock out at any point during the middle of the day?

A. When some of them, they don't feel good, he feeling sick, I clock them out and he go home.

Q. Do the workers clock out for the mid-morning break?

A. No.

Q. Do you clock the workers out at lunch?

A. No.

Q. Do you clock the workers out at the afternoon break?

A. No.

Q. Is there any other reason that a worker would clock out -- excuse me one second.

Is there any time a worker wouldn't clock in, in the morning?

A. When we start to work, it's like in every group is like 30, 40 guys, they came over and I start to clock them in, clock them in. I don't see their faces. And it happened a couple of times I know of that after lunchtime he told me, I didn't do it. Why didn't you do it? I forget, like they, they didn't get used -- like they didn't use to it. They didn't do it, they forget. But what I do, what

I do in that cases, I call the secretary in the office and they fix the time in the computer.

Q. When that happens, what do you tell the secretary?

A. To fix the time for this name. And they look at the computer that day, oh say, oh yes, he didn't, this guy didn't clock in. So she fix it. They are able to fix it.

Q. And what does the secretary change it to?

A. I don't know. I'm not familiar with the system there.

Q. Do you ask the secretary to make sure that the worker gets credit for --

A. Yes.

Q. -- beginning the time that he began working that day?

A. Yes.

Q. Are there any other times when this electronic time system would not accurately show how many hours a worker worked on a particular day?

A. It happened, this year, it hasn't happened. But last year, it happened like three times where we didn't have enough, it

wasn't set up right, the iPads, the satellite, I don't know. They were having problems, but I would do regular and when everything fixed, they fix everybody.

Q. Were there any problems like that in 2015?

A. No. I don't remember.

Q. Any other problems with the timekeeping system in 2015?

A. Not that I remember.

Q. Were there times where a worker wouldn't go to work in 2015 for an entire day?

A. Again, I have those six guys coming from Vera Cruz in Mexico, they never work on Saturdays. They will never work on Saturdays. Even if we need them, they never work on Saturdays. They say because I'm not sure, or Sundays, I'm not sure, I think it was Sundays. Sorry. I think it was Sundays. I'm not pretty sure. But they never work on one day of the week. They say because they need their rides and they are not allowed, supposed to work on Sunday. Okay. You don't want to work, no problem. It was six guys, every Sunday, they stay home. It's the only day.

Q. In 2015, did those six workers, when they would stay home on the weekend, would you tell somebody in the Sun Valley office about that?

A. Yeah, I tell the boss, yeah.

Q. What would you tell them?

A. That I have a group of guys that they don't work on Sundays.

Q. Why did you tell the office that?

A. This is my job.

Q. Were there ever days where workers were sick in the year 2015?

A. Yeah, it was a couple of cases.

Q. Would you tell the office about that?

A. Yes.

Q. What would you tell them?

A. That I got a sick guy and he's not able to work or she wasn't feeling good.

Q. And what would the office say?

A. They would say okay.

Q. Who at the office would you talk to about that?

A. Harry.

Q. Anyone else?

A. No.

MR. GLICK: Could you please mark this as Exhibit 1.

- - - - -

(List Bates DOL01212 marked Hernandez Exhibit 1 for identification.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I'm showing you a document with a number on the bottom right corner that says DOL01212 and I'm going to refer to this document as Exhibit 1. For the record, I'm just going to note that this was a document previously attached as Exhibit D, as part of Exhibit D to our Request for Admission.

Mr. Hernandez, do you recognize this document?

A. This is my, this is my handwriting.

Q. So you recognize this document by your handwriting?

A. Yes.

Q. And what is this document?

A. It's when, when before, before the H-2As came, I had these guys working, so this

is when I started to charge 75 for the foods. And in the bottom is expenses and I have two cookers.

Q. So this document, Exhibit 1 marks names of workers that were at Sun Valley before the H-2A workers arrived?

A. Yes, they were there before, yes.

Q. And on Exhibit 1, what does the series of $75 notations mean?

A. It's what they pay for food at that time.

Q. And on Exhibit 1, what do the checkmarks next to $75 mean?

A. It's just a way to do it, I just put 75 and I check, 75, check. And when they don't pay, I don't check.

Q. So in Exhibit 1, a checkmark means that a worker paid $75 to you?

A. Yes.

Q. And the workers paid this money for the meal plan in 2015 at Sun Valley?

A. Yes.

Q. Did you keep these kinds of tallies on a regular basis in 2015?

A. Yes.

Q. Did anyone else at Sun Valley keep these kinds of tallies?

A. I don't remember if I hand it to the office, but I don't, I'm not sure. I don't think so. I don't think. But the Department of Labor saw all this.

Q. In Exhibit 1, I would like to call your attention to a line about halfway down the page that looks to me that it says 16 x 75. Do you see that line?

A. Oh yes. Sixteen times 75.

Q. Why did you write that on Exhibit 1?

A. Because I think there were 16 guys, they pay me 75, how much I collect from them.

Q. In 2015, was it your usual practice to make notes about the total amount that you collected from the workers?

A. Yes.

Q. And those notes reflected the total amount you collected from the workers in cash for the meals at Sun Valley?

A. Yes.

Q. What do the lines on Exhibit 1 mean below the 16 times 75?

A. The expenses, what I spent.
Q. Those are expenses related to the kitchen?
A. Yes.
Q. And what are those expenses for?
A. When I start the kitchen, in the first month, the first four or six weeks, when I have a small amount of guys, I spend more than I collect from the guys and I put money out of my pocket for five or six weeks, whatever, until more guys come and we start to, I start to collect more money from the guys and we start to get even and sometimes I get the money back, the difference.
Q. How do you keep track of the difference?
A. I don't, I don't keep track, I just guess or -- I don't know. I just do like that. I never keep track.

MR. GLICK: I would like to have this marked as Exhibit 2, please.

- - - - -

(Signature List by Crew Bates DOL01368 to 1369 marked Hernandez Exhibit 2 for identification.)

- - - - -

BY MR. GLICK:

Q. I'm showing a document that has the letters at the bottom DOL01368 and the second page DOL1369. Mr. Hernandez, I'm going to refer to this document as Exhibit 2. Do you understand?

A. Yes.

Q. And I'll just note that this is another document previously attached to our Request for Admission as one of the pages in Exhibit D. Mr. Hernandez, do you recognize Exhibit 2?

A. Yes.

Q. How do you recognize Exhibit 2?

A. Because this is the list that they start to hand me when the H-2A workers came, they start to hand me this list. So they sign, it's the form I was talking about earlier, when they sign, they pay me. They sign and they pay me. They sign and they pay me.

Q. So you recognize Exhibit 2 because Sun Valley gave you lists of the workers each week and this is one of those lists?

A. This is one of the lists and I know

a lot of names from here, these names, yeah.

Q. And you used Sun Valley's lists of workers to keep track of which workers paid for the meals in 2015?

A. Yes.

Q. How did you use Exhibit 2 to keep track?

MR. SCHULTE: Objection. He didn't say he did.

BY MR. GLICK:

Q. Mr. Hernandez, did you tell the workers to sign Exhibit 2?

A. Yes.

Q. And what did you tell them?

A. This is a requirement just to make sure to prove that they pay and they get the meal. By signing this, they, they are agreed that they received the meal and they pay. They receive the meal and they pay.

Q. If a worker didn't sign Exhibit 2, what would you do?

A. Like in this case, like some guys in blank, some guys, they don't pay me, because they help me in the kitchen and I help them out with that. And in other cases, like in other

cases, I didn't put over here. But in some cases, some of the guys, they leave and the name keeps getting there and they don't sign, because they are not working there.

Q. Mr. Hernandez, on Exhibit 2, I would like to call your attention to a column on the right side of the page, handwritten numbers, I see the number 60 written to a name, a signature that looks to me like Ricardo Arias. Do you see the number 60?

A. Yes.

Q. What do the numbers in that column of numbers mean?

A. That I didn't do it. I have no idea.

Q. Do you recognize the handwriting of those numbers?

A. No, I don't.

Q. Is there any other handwriting on Exhibit 2 that you don't recognize?

A. No, just those numbers.

Q. At the bottom of the second page of Exhibit 2, where it says 98 times 80 equals 7,840.00. Do you see what I just read?

A. Yes.

Q. What does that phrase on Exhibit 2 mean?

A. It's 98 guys, 98 guys pay me $80. I collect from them $7,840.

Q. On Exhibit 2 is 98 times 80 equals 7,840, is that your handwriting?

A. No, it is not.

Q. Do you know whose handwriting it is?

A. It could be my wife, because she help me to do some math, sometimes when I'm too tired. It could be.

Q. Were there weeks in 2015 at Sun Valley where you did not have the workers sign forms like Exhibit 2 to indicate that they paid for the meals?

A. No, every week they signed them.

Q. And do those forms look like Exhibit 2?

A. Yes.

MR. GLICK: If you could mark this as Exhibit 3, please.

- - - - -

(Photographs marked Hernandez Exhibit 3 for identification.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I'm showing you a document that I'll refer to as Exhibit 3, which is two photographs. Do you recognize these photographs?

A. Yes.

Q. What do these photographs show?

A. This is one of the racks I told you about.

Q. How do you recognize the rack in that photograph?

A. This is the one I have before.

Q. And is that the rack at Sun Valley in 2015?

A. Yes.

Q. What else does the top photograph in Exhibit 3 show?

A. The chips that I was telling you about that was on the top of the fridge.

Q. Is there a refrigerator shown in Exhibit 3?

A. Yes. Say that again.

Q. Is there a refrigerator in the photograph on the top of Exhibit 3?

A. No, this is a refrigerator for me.
Q. Let the record reflect that the witness is pointing at the refrigerator with the word Coca-Cola at the top.
A. Yes.
Q. What is that refrigerator?
A. Coca-Cola fridge.
Q. In 2015, what was in that fridge?
A. Sodas, the sodas.
Q. The sodas that you sold to the workers at Sun Valley?
A. Yes. Yes.
Q. Was that a fridge where workers could store anything?
A. Not in the one, in this one, in the other beside.
Q. Let the record reflect that Mr. Hernandez is pointing at what I will refer to as a white refrigerator to the left of the refrigerator with the Coca-Cola logo. Mr. Hernandez, in the top photo of Exhibit 3, can you tell me more about that white refrigerator?
A. It was a refrigerator, we store some food leftovers or any more drinks or,

yeah, anything.

Q. Was that a refrigerator where workers could store anything?

A. Sometimes when they ask me.

Q. Did you store anything in that refrigerator that you sold?

A. No.

Q. Mr. Hernandez, I would like to refer to the bottom photograph in Exhibit 3. Can you tell me about what you see in this photograph?

A. That's of the coffee urn, coffee urn. I use this, I hook it up to the timer so I don't get up too early, you know, to know when I came. And this is where I keep the money from the sodas.

Q. Let the witness reflect -- I'm sorry, let the record reflect that the witness is pointing to the --

A. The cash, cash box. I don't know what you call it. Where you store cash, I don't know.

Q. And so you recognize this, these items as part of the eating area at Sun Valley?

A. No, this is inside. The eating

area is outside.

Q. How do you call this part of Sun Valley, the part that is visible in the bottom photograph in Exhibit 3?

A. The kitchen.

Q. In the bottom photograph of Exhibit 3, below the coffee urn, what do you see?

A. Oh, the soups. Yeah, the soups.

Q. What soups are those?

A. The instant soups.

Q. Did you sell those instant soups to the workers?

A. Yeah, in the nighttime, yeah.

Q. How much do you charge for those instant soups?

A. Like $75 -- 75 cents.

Q. Were those instant soups included in the weekly meal plan?

A. No.

Q. Toward the upper right corner of the bottom photograph in Exhibit 3, do you see any refrigerators?

A. Yes.

Q. In 2015, what were those

refrigerators used for?

A. To store the food, all the food. Vegetables, whatever we need in the kitchen. It's always full of food.

Q. Could workers store anything in those refrigerators?

A. If they asked me to store, to keep a gallon of milk, yes. Because the milk, you know, because that spoils; spoil. And I could do that for them sometimes when they ask me.

Q. Do you store anything in those refrigerators that was not included in the weekly meal fee that you sold to the workers?

A. No.

Q. Can you tell me more about this cash register in the kitchen that's -- the cash register that's depicted on the bottom photograph of Exhibit 3?

A. It was a way I saw in the store and I thought it was a good idea to have the cash register to keep the money. So I don't carry in the hand, you know, the bills.

Q. Did you use that cash register to record purchases that the workers made from you?

A. No, no. It's different.
Q. When workers bought items from you, did you ever ring up those purchases in a -- when workers bought items from you in 2015, did you ever ring up those purchases in a cash register?
A. Yes.
Q. Is the cash register in the bottom photograph of Exhibit 3 the cash register you used to ring up those purchases?
A. Yes.
Q. Did that cash register produce written receipts?
A. No.
Q. Did that cash register store information about the purchases the workers made from you?
A. No.
Q. How often in 2015 did you use that cash register to ring up purchases that workers made?
A. I'd say every day.
Q. Did you use that cash register in the evening after dinner to record purchases?
A. Yes.

Q. Did you use the cash register during the three meals to record purchases the workers made at those meals?

A. I just put the money for the products they bought from me, I put the money there. Enough for the meals.

Q. What about sodas that the workers bought during the meals, did you record those purchases in this cash register?

A. Yes.

Q. Did you ring up the purchases in the cash register?

A. Yes.

Q. How did you ring up those purchases in the cash register?

A. I just push a button and the register opens and I put the money inside. I don't understand.

Q. Did you type the price of the purchase into the cash register?

A. No.

MR. GLICK: Could we mark this as Exhibit 4, please.

- - - - -

(Photographs marked Hernandez

along with everybody. Everybody ask for favor for him instead of me. I said okay, no problem. I don't know.

MR. GLICK: Mark this as Exhibit 5, please.

- - - - -

(Photographs Bates DOL000363 marked Hernandez Exhibit 5 for identification.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I'm showing you a copy of a document that I will refer to as Exhibit 5. Do you understand?

A. Yes.

Q. And Exhibit 5 is just two more photographs. And Exhibit 5 has the Bates numbers DOL00363 in the bottom right-hand corner. Mr. Hernandez, do you recognize the photos in Exhibit 5?

A. Yes.

Q. What do you recognize?

A. The baskets and the cans, because like I say, I was there, I was there the whole time.

Q. These are baskets and cans on Sun Valley's property in 2015?
A. Yes.
Q. And what do you recognize about the baskets?
A. I just recognize it.
Q. What were those baskets used for in 2015?
A. To pick up the trash, the cans, the bottles, plastic, everything. Here's one of the jobs, one of the jobs that I put one guy in the morning to clean up the camp and he clean up all the trash, all the cans and he put them there. I told him to store, to store all the cans in that specific room.
Q. And where was that specific room where the cans were stored?
A. Where the baskets are.
Q. And where are these baskets in relation to the kitchen at Sun Valley?
A. I don't understand.
Q. Can you explain where these baskets are in relation to one of the other rooms at Sun Valley?
A. It's like in front is the kitchen

and you have to walk, I have to walk like 20 or 30 paces to get to this room.

Q. Is this room closer to the worker housing camp than the kitchen?

A. It isn't far, but it isn't close.

Q. Is it the same distance from the worker housing as the kitchen?

A. Yes. Yes.

Q. And that's the room where these baskets were ordinarily kept in 2015?

A. Yes.

Q. Were these baskets always kept there in 2015?

A. Not always. The basket, I would say yes.

Q. And the worker who would collect cans to place those cans in these baskets in 2015, where did the worker collect the cans from?

A. From outside the camp, all around. He cleaned, he cleans right in front, the guys, they throw the cans and trash and plastic and cardboards and all kind of stuff. And he cleans. He pick everything up. He make it clean.

Q. Why did you have someone collect all those cans every day?

A. Why? Because at the end of the season, I save some, I save the aluminum cans and I, at the end of the season, in October, I bring a few boxes to the recycling place.

Q. Did the recycling pay you for those cans?

A. Yes.

Q. How much did the recycling center pay you?

A. Whatever is the pound, sometimes it's 40 cents a pound. Sometimes it's 30. Sometimes it's 60. They go up and down.

Q. How many times did you take cans to the recycling center from Sun Valley in 2015?

A. One.

Q. How much did you get paid for those cans?

A. I think a couple of hundred dollars. It wasn't much. Three hundred, maybe 300. I don't remember.

Q. Were you paid that money in cash?

A. Yeah, they give me cash.

Q. Was there a record of the amount

you were paid for turning in those cans in 2015?

A. They give a receipt, yes. But I don't know where I left it.

Q. When did you last have that receipt?

A. I don't remember.

Q. Were all of the cans that you turned in to the recycling center in 2015 cans that the workers at Sun Valley purchased from you?

A. No.

Q. Other than cans of items that workers purchased from you in 2015, what was in the cans that you turned into the recycling center in 2015?

A. Just aluminums.

Q. What other aluminum?

A. Yes, cans.

Q. What cans besides cans that workers purchased from you?

A. All kind of cans, soda cans, juice cans, all kind of aluminum cans.

Q. Whose cans were they?

A. The guys.

marked Hernandez Exhibit 6 for identification.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I'm showing you a document that has been marked as Exhibit 6, a document stamped at the bottom DOL1399. This is another of the pages that we previously attached as part of Exhibit D as our Request for Admission, but again, I will refer to it as Exhibit 6. Mr. Hernandez, do you recognize this document?

A. This is one of the sales ticket or sales receipt that I go from one of the grocery stores where I buy the supplies.

Q. How do you recognize Exhibit 6?

A. This is the stamp, the stamp at the top of the receipt.

Q. Is Exhibit 6 one of the receipts that you maintained in 2015 as part of documenting the meal costs for Sun Valley's workers?

A. Yes.

Q. How do you know that about Exhibit 6?

A. Because I make a run for all these supplies and they deliver to me.

Q. Who filled out the information in Exhibit 6?

A. The delivery guy.

Q. Mr. Hernandez, I would like to call your attention to a line toward the bottom of written information in a row that begins with a number 90. Do you see the number 90 toward the bottom of the receipts?

A. Uh-huh, yes.

Q. And could you read this line in Exhibit 6, please, it begins 90?

A. 972.50, I think or 55.

Q. Mr. Hernandez, could you show me where you're reading, please?

A. Oh yes, starting with the nine you said.

Q. Thank you for showing me. I'm pointing one line up from where I believe you were reading, Mr. Hernandez.

A. Oh yes, yes, yes.

Q. Right above the word "received," Mr. Hernandez. Could you read to me the line where I've just noted that I'm pointing in

Exhibit 6, please?

A. Received by.

Q. Could you read the handwritten line immediately above that?

A. It's 90, breads, breads. It's bread.

Q. And you're translating for me the word to the right of the number 90 on Exhibit 6?

A. Yes.

Q. And what is the number to the right of the word that you translated as breads?

A. I think it's 54.

Q. And what does this information mean?

A. There's 90, 90 pieces of bread is $54.

Q. And these are 90 pieces of bread that you purchased for $54 in 2015 at Sun Valley?

A. Yes.

Q. What did you do with these breads?

A. The bread, we consume a lot of bread. In the morning when I, when everybody go to the kitchen to get coffee and bread,

coffee and bread.

Q. Were these 90 pieces of bread part of the meal plan that was covered by the weekly meal fees in 2015?

A. Yes.

Q. Could you read to me the line directly above what you just read, the number that's 60? There's a number 12 that is typed and then could you read to me the numbers and words to the right?

A. Yes, 60, this is pastry. Pastry. I think it means pastries, but it's the same bread, you know, another kind of bread.

Q. And does Exhibit 6 say that you purchased 60 pastries as part of the purchase described in Exhibit 6?

A. Yes.

Q. How much did you pay for those 60 pastries?

A. It says 75 cents, it says here, each, a piece.

Q. Were those 60 pastries part of the weekly meal plan?

A. Yes.

Q. Did workers pay extra for those 60

pastries?

A. No.

Q. Is there anything in Exhibit 6 that refers to something that you sold to the workers that wasn't included in the weekly meal plan in 2015?

A. No.

Q. Is there anything in Exhibit 6 that you don't understand?

A. No.

MR. GLICK: Could you mark this as Exhibit 7, please?

- - - - -

(Store Receipt Bates DOL01422 marked Hernandez Exhibit 7 for identification.)

- - - - -

BY MR. GLICK:

Q. Mr. Hernandez, I'm showing you a document that I will refer to as Exhibit 7, which is Bates stamped DOL01422 and was attached as part of Exhibit E to our requests for admissions. Again, I'll refer to this as Exhibit 7. Mr. Hernandez, what is this document, Exhibit 7?

A. It's another shop receipt from a different store where I get the items.
Q. Is it a receipt from 2015?
A. Yes.
Q. How do you know?
A. Because it has the date. The date is there.
Q. What else do you recognize about this document?
A. Most of it.
Q. Is your name written on this document?
A. I don't see it, no. Yes. Yes, I'm sorry.
Q. And in Exhibit 6, of this document next to your name, there's a phone number, whose phone number is that?
A. I guess it's the store phone number, I guess. I never take notice of that.
Q. It's not your phone number?
A. No, no.
Q. I believe I may have misspoken when I referred to this document by number, but again, Exhibit 7, Mr. Hernandez, could you please see the typed number seven in the

leftmost column?

A. Yes.

Q. Could you read to me what is to the right of the typed number seven in Exhibit 7?

A. It says, I didn't notice, but it says Coca-Cola lata.

Q. What else does it say on that line?

A. Five. Five 36 Coca-Cola lata.

Q. Does this line in Exhibit 7 mean that you purchased five cases of cans of Coca-Cola?

A. I buy some Coca-Cola through this guy, but I pay separate, not from the -- I pay separate receipt and I guess they mixed them there. I don't know. I didn't notice.

Q. Did you buy the five cases of cans of Coca-Cola described in Exhibit 7?

A. I don't remember. It was '15, I don't remember. I know I sometimes I used to buy Coca-Cola from them.

Q. And does Exhibit 7 indicate that the cases of Coca-Cola cans had 36 cans per case?

A. It says there, I don't know. They never sell me 36. I don't know. I'm not sure.

Q. Does Exhibit 7 say a different number of cans of Coca-Cola per case?

A. No, it says there, I think it's three, 36, I think.

Q. And each of the cases of Coca-Cola were $13?

A. It says there.

MR. SCHULTE: I just object that it looks like it's scratched out. I mean the document speaks for itself, but as far as trying to interpret what somebody else's handwriting is, there are a number of places where other numbers are scratched out or written over.

THE WITNESS: Yeah, that happened when I make the order and I very busy and they just deliver it and I'm not in the kitchen and they just give me the -- I trust, I trust the people and I pay them. I don't know.

BY MR. GLICK:

Q. When you bought Coca-Cola from the Laurel Food Market, did you usually ask them to record that purchase in a different receipt

than the food receipts?

A. They always keep a copy.

Q. Did you ask the market to record your soda purchases separately from your other purchases?

A. Yes.

Q. Why did you ask the market to record those purchases for beverages separately?

A. Because this is different. It's different. One thing is the food and one thing is whatever I sell, you know, the stuff I sell to the guys.

Q. You didn't want the prices of the sodas to be kept as part of your records for the meals?

A. No, because it's different.

Q. Why did you want them to be kept separately?

A. Like I said, it's different. I know I have to keep all the food separate from the sodas.

Q. Did it take extra work to ask the market to make two sets of receipts for you?

A. No, I asked, I asked for that.

That day, I don't know why he mix it in. I don't know.

Q. So usually your receipts had the beverages listed separately?

A. Separate, yeah.

Q. And those are receipts that you don't have anymore?

A. I, I buy more the sodas and all that, I buy more from Sam's Club than these guys. It's only when I need only a couple, two or three, a little bit. I almost never, never ask the store to supply soda for me.

Q. When you bought sodas from Sam's Club, did you have the Sam's Club keep the sodas on a separate receipt?

A. Yes.

Q. What did that involve?

A. Nothing, they just keep separate, separate.

Q. Did you have to checkout from the store at Sam's Club in two separate purchases?

A. Yes.

Q. And that took extra time?

A. Yes.

Q. Wouldn't it have been easier just

to mark everything on the same receipt?

A. No, because I don't want the misunderstanding like in this case, that they think or you think or the inspector think that I'm buying everything and then selling it to them with the same money. I don't want that.

Q. But you are buying all these things and selling them to the same workers?

A. No, I don't. It's only this case, I don't know why they mix that there.

Q. Did someone tell you to keep the records separate for the meals, groceries purchases versus the soda purchases?

A. No.

Q. You decided to do it that way yourself?

A. Yes.

Q. And you kept all the money from the sales of the soda?

A. If I have, I almost don't have much of a profit. Like I said, like the guys always ask for something cold to drink and they are asking and asking. I remember that day the first, I think it was '13 or '14 when the federal inspector came and we closed the

kitchen, we close it -- I didn't sell sodas for a week and a half, two weeks. And the guys, they always asking and asking for cold sodas. And they always ask for that. And like I said, sometimes I use the money, they go to the food sometimes. I don't know, maybe I can get, maybe a couple of hundred dollars, maybe. I don't know. I never kept down the amounts. But it is not like, you know, thousands.

Q. Did you do any math to keep track of the profit from selling the beverages?

A. No. Well, I'm not a store like. I just sell them because, this, you know, I don't know. Maybe I shouldn't, I know, but the guys they keep telling, me telling me that, I don't know why you do that. It's a lot of headaches. I spend a lot of time doing that.

Q. Isn't it more of a headache to keep two separate sets of receipts?

A. Maybe I should, should do that.

Q. And the time it takes to decide which sets of receipts to throw away?

MR. SCHULTE: Objection, come on.

MR. GLICK: If you could

Q. In 2015, were there differences in the work that the H-2A workers and the non-H-2A workers did?

A. No, everything is the same. Was the same. No differences.

Q. And in 2015, when workers had to take a van back from the fields at the end of the day -- let me rephrase that question. In 2015, who decided that it was the end of the workday in the fields?

A. Most of the time, it's me. Other times, it's Harry Marino. And other times, a few times, is when we finish, we have to finish one field and that's it. Whatever the hours, but when we have a lot of work, I always say till five, to 5:30 call them up.

Q. Could the workers decide that they want to work longer than you tell them to?

A. Not usually. By the end of the day, they are dead. They are tired. All they want to do is go home.

Q. Did ever any workers in 2015 ask to keep working at the end of the day after you called the end of the day?

A. No. Not that I remember.

it passes.

Q. And they did pass you?

A. Yes.

Q. Okay. Did they check the number of beds available?

A. Yes.

Q. And do you know if they checked the vehicles or just the housing?

A. Just the housing. The state just the housing. The federal in 2015, they check the vehicles.

Q. And just to clarify, when the first group of 19 were leaving, you said that you wanted what was convenient for them. Can you just explain more what their concern was about saying they couldn't handle the job?

A. Yes, because they check the box where it said that I quit my job is because they are afraid or they were afraid that when they -- those records go to the immigration or whatever, the visa department or whatever, that they were afraid that saying that, they wouldn't hire, hire them anymore in any work. Do you understand?

Q. Yeah. So did they choose which box

to --

A. They choose. I think most of them they choose I want, I want, in the 19 guys they choose, I want to leave for my hometown, because I have a sick family. Sick family. I think I remember that.

MR. SCHULTE: That's all.

MR. GLICK: Just quickly.

MR. SCHULTE: Sure.

BY MR. GLICK:

Q. Mr. Hernandez, can you tell me more about the bus company that you described in relation to the laundromat?

A. I don't know how he calls, but I think when those 19 guys first came, they, they didn't have, they didn't have the company yet. Instead, we -- we were allowed to use their buses, the little buses, the better buses, the buses and go to the laundromat, not far away, near. And that's where I send them a few times.

Q. When did the bus company become available in 2015 to the workers at Sun Valley?

A. I'm not sure it was in 2015 or it was last year. I think it was last year.

Q. So the bus company didn't start providing transport to the laundromat until 2016?

A. I think. I'm not sure. I don't remember they start at the end of '15, I'm not sure. But last year, just the whole year.

Q. Where is the laundromat that the bus took workers in 2016?

A. In a town called Bridgeton, Bridgeton, it's like 15 miles away from the camp. And the guys like it there, because there's more Hispanic stores, they wire the money and they like it there and they ask to go there.

Q. In 2015, how did workers at Sun Valley do laundry?

A. Like I said, I send them, I send them in the vans, buses a few times and the other van, they didn't, I offered them and they, they went like, we don't, we don't drive. We don't drive the buses that far away and they wanted to go that far away. They look for something, a different transportation. I don't know how they did it, but they stopped asking for that service.

Q. In 2015, did Sun Valley's workers use Sun Valley's buses?

A. Yes, sir, a few times.

Q. Sun Valley, in 2015, Sun Valley's workers used Sun Valley's buses to travel to the laundromat?

A. Yes, a few times.

Q. Who arranged that?

A. I asked Russell Marino, Jr. if it's okay to do that, he said yes, just to check, to pick out the best two buses, everything works on them, you know, the lights and brakes and all that and then I sent them.

Q. Were there other buses where the lights didn't work?

A. Not, it's more, everything works, but the older buses are older. They look ugly on the road.

Q. Did the brakes on the other buses work?

A. Yes.

Q. Who drove the buses to take the workers in 2015?

A. A couple of guys that had the Mexican licenses.

Q. On those trips to the laundromat in 2015, could Sun Valley's workers go to stores other than the laundromat?

A. Not that I know of. Only to the laundromat is like 5 miles away, like the closest town.

MR. GLICK: Okay. That's it.

- - - - -

(Whereupon, the deposition was concluded at 5:08 p.m.)

- - - - -

CERTIFICATION

I HEREBY CERTIFY that the proceedings and evidence are contained fully and accurately in the stenographic notes taken by me upon the foregoing matter on April 18, 2017, and that this is a correct transcript of same.

Robin L. Clark
Registered Professional Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.).

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 6

PX 17-1 to 22

(2)

MIERCOLES OH-15

JOSE ERICK JIMENEZ	$	75 ✓
RICARDO ARIAS	$	75 ✓
ADAN MAYA	$	75 ✓
VALENTIN ANTONIO MUIZ	$	75 ✓
ANDRES SILVA	$	75 ✓
FRANCISCO Ibañez	$	75 ✓
MARTIN CARRERA	$	75 ✓
DAVID CASTANEDA	$	75 ✓
CARMELINO LOPEZ	$	75 ✓
FRANCISCO HERNANDEZ	$	75 ✓
CONRADO PEREZ	$	75 ✓
FELIX ARTURO HERNANDEZ	$	75 ✓
CARLOS SILVA	$	75 ✓
ALFREDO SILVA	$	75 ✓
IRVING HERNANDEZ	$	75 ✓
RAYMUNDO AMADOR	$	75
16 x 75		1200

OH-18-15	$	389
OH-18-15	$	758
OH-16-15	$	370.43
OH-18-15	$	7.74
OH 15-15	$	66.52
GAS	$	50
Cooking 1	$	500
Cooking 2	$	500
		2GH1

APRIL 15 - 21



DOL01212

Miercoles 04-15

Jose Erick Jimenez	$75
Ricardo Arias	$75
Adam Raya	$75
Valentin Antonio Matz (ph)	$75
Andres Silva	$75
Francisco Hoanez (ph)	$75
Martin Carrera $75	
David Castaneda	$75
Carmelino Lopez	$75
Francisco Hernandez	$75
Conrado Perez	$75
Felix Arturo Hernandez	$75
Carlos Silva	$75
Alfredo Silva	$75
Javian Hernandez	$75
Raymundo Amdaor	$75
16x75	1200

04-18-15	$389
04-18-15	$758
04-16-15	$370.43
04-18-15	$7.74
04-18-15	$66.52
Gas	$50
Cooking 1	$500
Cooking 2	$500
	2,641

April 15 - 21

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jun 23,2015	11369	Jul 03,2015	
Arias, Ricardo	2003	Jun 23,2015	11374	Jul 03,2015	Ricardo Arias 60
Asencion Flores, Eusebio	2135	Jun 23,2015	11424	Jul 03,2015	61
Carrera Cortez, Martin	2014	Jun 23,2015	11387	Jul 03,2015	62
Carrera Hernandez, Camilo	2183	Jun 23,2015	11432	Jul 03,2015	Camilo Carrera 63
Castaneda, David	2017	Jun 23,2015	11391	Jul 03,2015	David Castaneda 64
Cruz Lopez, Javier	2104	Jun 23,2015	11409	Jul 03,2015	65
Cruz Perez, Antonio	2177	Jun 23,2015	11431	Jul 03,2015	
Cruz, Delmar	2176	Jun 23,2015	11430	Jul 03,2015	66
Cruz, Jose D	2103	Jun 23,2015	11408	Jul 03,2015	67
Escovar, Jorge	2063	Jun 23,2015	11401	Jul 03,2015	Jorge Escobar 68
Hernandez Hernandez, Felix Arturo	2009	Jun 23,2015	11380	Jul 03,2015	Felix Arturo Hernandez H. 69
Hernandez Perez, Rufino	2105	Jun 23,2015	11410	Jul 03,2015	70
Hernandez, Agustin	2000	Jun 23,2015	11370	Jul 03,2015	
Hernandez, Brian H	2098	Jun 23,2015	11405	Jul 03,2015	
Hernandez, Fabian	2013	Jun 23,2015	11385	Jul 03,2015	Favian Hernandez 71
Hernandez, Francisco	2022	Jun 23,2015	11396	Jul 03,2015	72
Hernandez, Roberto	2064	Jun 23,2015	11403	Jul 03,2015	
Ibanez, Francisco A	2004	Jun 23,2015	11375	Jul 03,2015	Francisco A. Ibanez 73
Jimenez Osornio, Jose Erick	2005	Jun 23,2015	11376	Jul 03,2015	Jose Erick Jimenez 74
Lara Amador, Reymundo	2019	Jun 23,2015	11393	Jul 03,2015	Reymundo Lara 75
Lopez Cruz, Ricardo	2106	Jun 23,2015	11411	Jul 03,2015	76
Lopez Cruz, Victor	2107	Jun 23,2015	11412	Jul 03,2015	77
Lopez, Ranulfo	2054	Jun 23,2015	11398	Jul 03,2015	78
Martinez Antonio, Valentin	2016	Jun 23,2015	11390	Jul 03,2015	79
Perez Lopez, Domingo	2102	Jun 23,2015	11406	Jul 03,2015	
Perez Vasquez, Conrrado	2057	Jun 23,2015	11399	Jul 03,2015	80
Perez, Ramiro	2137	Jun 23,2015	11426	Jul 03,2015	81

Jul 03, 2015 13:55:30

Page 1 of 2

DOL01368

EXHIBIT 2
Deponent Hernandez
Date 4-18-17 Rptr RC
WWW.DEPOBOOK.COM

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Pinon, Jose L	2015	Jun 23,2015	11389	Jul 03,2015	
Ramirez, Matias	2139	Jun 23,2015	11428	Jul 03,2015	ADAN RAYA 82
Raya Garcia, Adan	2007	Jun 23,2015	11377	Jul 03,2015	83 84
Raya, Jose	2112	Jun 23,2015	11417	Jul 03,2015	Jose Raya 85
Reynoso Rodriguez, Elias	2113	Jun 23,2015	11418	Jul 03,2015	86
Reynoso Rodriguez, Jose L	2053	Jun 23,2015	11397	Jul 03,2015	Jose Luis Reynoso 87
Reynoso, Adonias O	2114	Jun 23,2015	11420	Jul 03,2015	88
Rodriguez Velasquez, Jeiner A	2111	Jun 23,2015	11415	Jul 03,2015	89
Rodriguez Velasquez, Salvador B	2110	Jun 23,2015	11413	Jul 03,2015	90
Santi Lopez, Carmelino	2021	Jun 23,2015	11394	Jul 03,2015	91
Silva Llaguno, Andres	2011	Jun 23,2015	11383	Jul 03,2015	92
Silva Llaguno, Carlos	2010	Jun 23,2015	11382	Jul 03,2015	Carlos Silva 93
Silva, Alfredo L	2001	Jun 23,2015	11371	Jul 03,2015	Alfredo Silva 94
Vargas Vargas, Octavio	2008	Jun 23,2015	11378	Jul 03,2015	
Velasquez, Esdras	2134	Jun 23,2015	11422	Jul 03,2015	Esdras Velasquez 95
Velasquez, Leny	2018	Jun 23,2015	11392	Jul 03,2015	96
Villasenor, Frediberto	2002	Jun 23,2015	11372	Jul 03,2015	

DOMINGO PEREZ

ANTONIO CRUZ

97 98

98 x 80 = 7,840 00



D-50



D-51

Δ π EXHIBIT 3
Deponent Hernandez
Date 4-18-17 Rptr RC
WWW.DEPOBOOK.COM

DOL00358

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the m[redacted] extent possible under existing law.

07/22/2015
(Date)
Sun Valley Orchards
(Place of Interview)

I, Mr., Miss, Mrs. Ms., Elia Pinon of ,
(Name of Employee) (Number, street, apt. no.)

Mullica Hill, NJ,
(City or Town) (State) (Zip Code)

,
(Telephone Number) (Driver's license #-Do not request if number is same as Social Security number)

years of age, (was/have been) employed by Agustin Hernandez FLC
(Establishment)

(Location of Establishment) for the approximate period from 04/2015 to Present

as Cook
(Occupation or description of duties)

Statement:

I started serving food to the workers on 04/08/2015 - at that time there were only 20 or 22 workers that participated in the weekly meal plan. The weekly meal plan costs each worker $75; the price of the meal plan has always been the same. The workers pay my husband Agustin in cash weekly for the meal plan. Currently there are 98 workers that are participating in the weekly meal plan. The weekly meal plan includes 3 daily meals - breakfast (coffee and bread), lunch (meat, rice and beans) and dinner (meat, rice and beans). The workers can ask for additional food if they are hungry. Drinks are sold to the workers in the field and in the kitchen - soda (coke or sprite) is $1, gatorade is $1, monster energy drink is $2, juices are $2.50, and jarritos are $1. The workers purchase an average of 4 drinks per day that include sodas, gatorade, juices and monster energy drink - at times workers purchase up to 8 drinks per day. Each worker purchases at least 1 drink with every meal they eat and every break they take. I purchase all foods and drinks at Sam's Club and a mexican food store (La Fiesta and El Paisano). At Sam's Club I purchase all the drinks (gatorade, monster energy drinks and coke/sprite) - I purchase all meats and jarritos at the mexican food store. I keep all the receipts from the purchases that I make - my husband keeps a record of all the purchases. Workers are not allowed to enter the kitchen to cook their own meals - we sometimes give the workers permission to use the microwave to reheat food in the kitchen. The workers are not allowed to put their own food in the refrigerators in the kitchen. The kitchen is always closed except when we are cooking the meals. There are 3 of us working in the kitchen (myself, Lucia and Felix) - Omar also worked in the kitchen but now he works in the fields picking vegetables. I work 7am to 6/630pm 7 days per week - I take 1 hour lunch - I work some 70 hours per week. Lucia works 730am to 1pm 7 days per week - Felix works 6am to 6/630pm but he takes a 1.5 hour break during the day except for Friday and Saturday which is when we go

Form WH-31 (Revised Jan. 2001)
B- //

shopping - Felix works 7 days per week. I earn $700 per week - I earn $10 per hour - Lucia earns $400 per week and Felix earns $700 per week. My husband, Agustin, pays the kitchen workers directly including myself in cash weekly every Friday. My husband also sells drinks to the workers in the field. None of the workers have asked me to use the kitchen to cook their own meals. Felix and I are the only ones who have keys to open the kitchen door. If a worker needs to use the kitchen to reheat food Felix will allow them to enter the kitchen but he stays with the worker the entire time. I do not keep track of how many drinks we sell daily. The majority of the workers participate in the weekly meal plan. I have never seen any kids working here.
The above statement has been read to me and I agree.

Elia Pinon 07/22/2015

Jose L Perez, WHI 07/22/2015

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

WHD
U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. _____ (Date)

Miss _____

Mrs. _____ (Place of interview)

I, Ms. _____ (Name of employee), of _____ (Number, street, apt. no.)

_____ (City or town) _____ State _____ Zip Code

_____ (Telephone number) _____ (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____ (Establishment)

_____ (Location of establishment) for the approximate period from _____ to _____ (if still employed state "present")

as _____ (Occupation or description of duties)

Statement: MI ESPOSO LE PAGA A LOS TRABAJADORES DE LA COCINA (INCLUYENDO YO) EN CASH (EFECTIVO) TODOS LOS VIERNES. EN LOS CAMPOS MI ESPOSO VENDE LAS VENIDAS A LOS TRABAJADORES. LOS TRABAJADORES NUNCA ME HAN PEDIDO USAR LA COCINA PARA COCINAR. SOLO YO Y FELIX TENEMOS LAS LLAVES DE LA COCINA - SI AY UN TRABAJADOR QUE QUIERE COCINAR ALGO DURANTE EL DIA FELIX LE PUEDE HABRIR LA PUERTA PERO TIENE QUE QUEDAR CON EL. NO TOMAMOS CUENTA DE CUANTAS VENIDAS SE VENDEN AL DIA. LA MAYORIA DE LOS TRABAJADORES EN EL CAMPAMENTO PARTICIPAN EN EL PLAN SEMANAL DE →

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

R-11

DOL00202

La comida. Nunca e visto ningun niño trabajando aqui.

Me han leido todo y estoy de acuerdo.

x Elia Piñon Julio-22-15

Firma Fecha

Jose L Perez, WAI 7/22/2015

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

WHD
U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

1/22/15
(Date)

Mr.
Miss
Mrs.
I, Ms. ELIA PINTON, of
(Name of employee) (Place of interview)
(Number, street, apt. no.)

MULVICA HILL
(City or town) State Zip Code

(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

18+ years of age, (was/have been employed by)
(Establishment)

for the approximate period from 4/2015 to PRESENT
(Location of establishment) (if still employed state "present")

as COCINERA
(Occupation or description of duties)

Statement: EMPEZE A DARLE COMIDA A LOS TRABAJADORES EL 4/8/2015 - ERAN UNOS 20 O 22 TRABAJADORES QUE PARTICIPARAN PARA EL PLAN DE COMIDA SEMANAL LOS TRABAJADORES ERAN PAGADO $75 ESA SEMANA. EL PLAN DE COMIDA SEMANAL SIEMPRE HA SIDO $75 - PAGAMOS EN EFECTIVO A MI ESPOSO AGUSTIN. AHORA MISMO SON UNOS 98 PERSONAS QUE COMPRAN EL PLAN DE COMIDA SEMANAL. VENDEMOS LAS 3 COMIDAS AL DIA CON EL PLAN SEMANAL DE COMIDA = DESAYUNO (PAN CON CAFE), LUNCHE (CARNE, ARROZ, FRIJOLES), Y LA CENA (CARNE, ARROZ, Y FRIJOLES). LOS TRABAJADORES PUEDEN PEDIR MAS COMIDAS SI TIENEN HAMBRE. →

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-11

DOL00204

VENDEMOS LAS VENTAS EN EL CAMPO Y EN LA COCINA. SODA (COKE, SPRITE) = $1.00 CERVEZA = $1.00 MONSTER = $2.00 NOS = $2.50 (NUEVO) AGUA = $1.00. LOS TRABAJADORES COMPRAN COMIDA Y BEBIDAS AL DIA ESTE: SODA, CERVEZA, NOS, Y MONSTER - PUEDEN BEBER HASTA 6 o 8 AL DIA. LOS TRABAJADORES SIEMPRE COMPRAN POR LOS MENOS DEVAN DURANTE LA COMIDA Y LOS BREAKS. YO HAGO LAS COMPRAS DE JAMIS CUBA Y PIENSO ENCARGADO (LA FIESTA Y EL PARADO) - EN JAMIS CUBA COMPRAMOS LAS BEBIDAS (CERVEZA, MONSTER, SODA) - EN LA TIENDA ENCARGADO COMPRAMOS TAMALES Y LA CARNE. TENGO DUDAS LOS RECIBOS DE LAS COMPRAS - NO SIEMPRE ESTA ENCARGADO. LOS TRABAJADORES NO PUEDEN ENTRAR A LA COCINA PARA COCINAR - SOLO DE AMOS PERMISO PARA USAR EL MICROONDAS LOS TRABAJADORES NO PUEDEN PONER SU COMIDA EN LOS FRIGORIFICOS - LA COCINA DEBERE SER KEPTA AREA DE COMIDA ESTAMOS COCINANDO. SOMOS 3 TRABAJANDO EN LA COCINA (YO, LUCIA, Y FELIX) - UNA PERSONA UN POCO TIEMPO SOLO TRABAJA EN EL CAMPO. TRABAJO 7 DIAS HASTA LAS 6/630 pm - GANO 7 DIAS A LA SEMANA (1 HORA DE COMIDA) - TRABAJO 70 HORAS A LA SEMANA. LUCIA TRABAJA DE 630 AM HASTA 1 pm - TRABAJA 7 DIAS A LA SEMANA FELIX TRABAJA DE 10 AM HASTA 6/630 pm - PARA UN TOTAL DE 11/2 HORA AL DIA MENOS LOS VIERNES Y SABADOS QUE HACEMOS LA COMIDA - TRABAJA 7 DIAS A LA SEMANA. YO GANO $700 A LA SEMANA ($10 A LA HORA), LUCIA GANA $400 A LA SEMANA; FELIX GANA $700 SEMANALES. →

José I Reyes, III 7/10/15

Elia Pinon

Julio-22-15

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

7/22/15
(Date)

(Place of Interview)

I, Mr. , Miss, Mrs. Ms., Elia Pinon of ,
(Name of Employee) **(Number, street, apt. no.)**

Mullica Hill, ,
(City or Town) **(State)** **(Zip Code)**

,
(Telephone Number) **(Driver's license #-Do not request if number is same as Social Security number)**

18+ years of age, (was/have been) employed by
(Establishment)

for the approximate period from to
(Location of Establishment)

as Cocinera
(Occupation or description of duties)

Statement:

Empeze a darle comida a los trabajadores en 04/08/2015 - eran unos 20 o 22 trabajadores que participan para el plan de comida semanal. Los trabajadores eran pagado $75 esa semana. El plan de comida semanal siempre ha sido $75 - pagaron en efectivo a mi esposo Agustin. Ahora mismo son unos 98 personas que compran el plan de comida semanal. Vendemos las 3 comidas al dia con el plan semanal de comidva = desayuno (pan con café), lunche (carne, arroz, frijoles), y la cena (carne, arroz, y frijoles). Los trabajadores pueden pedir mas comidas si tienen hambre. Vendemos las bebidas en el campo y en la cocina. Soda (coke, sprite) = $1.00, gatorade = $1.00, monster = $2.00, jugos = $2.50 (jumix), jarritos = $1.00. Los trabajadores compran como 4 bebidas al dia entre soda, gatorade, jugos, y monster - pueden beber hasta 6 - 8 al dia. Los trabajadores siempren compran por los menos bebidas durante la comida y los breaks. Yo hago las compras de Sam's Club y tiendas mexicanas (la fiesta y el paisano) - en Sam's Club compramos las sodas (gatorade, monster, cocke) - en la tienda mexicana compramos jarritos y la carne. Tengo todos los recibos de las compras - mi esposo esta encargado. Los trabajadores no pueden entrar a la cocina para cocinar - solo le damos permiso para usar el microondas. Los trabajadores no pueden ponder su comida en los refrijeradores - la concia siempre esta cerrada afuera de cuando estamos cocinando. Somos 3 trabajadores en la cocina (yo, Lucia, y Felix) - Omar trabajo un poco tiempo pero trabaja en el campo. Trabajo 7am hasta las 6/630pm - 7 dias a la semana (1 hora de lunche) - trabajo 70 horas a la semana. Lucia trabaja de 730am hasta 1pm - trabaja 7 dias a la semana. Felix trabaja de 6am hasta 6/630pm - toma un break de 1 1/2 hora al dia menos Viernes y Sabados que hacemos la compra - trabaja 7 dias a la semana. Yo gano $700 a la semana ($10 a la hora), Lucia gana $400 a la semana, Felix gana $700 semanal. Mi esposo le paga a los trabajadores de la cocina (incluyendo yo) en cash (efectivo) todos los viernes. En

los campos mi esposo vende las bebidas a los trabajadores. Los trabajadores nunca me han pedido usar la cocina para cocinar. Solo yo y Felix tenemos las llaves de la cocina - si ay un trabajador que quiere calentar durante el dia Felix le puede habrir la puerta pero tiene que quedar con el. No tomamos quenta de cuantas bebidas se venden al dia. La malloria de los trabajadores en el campamento participan en el plan semanal de la comida. Nunca e visto ningun nino trabajando aqui.

Me han leido todo y estoy de aquerdo.

Elia Pinon	Julio 22-15
Firma	Fecha
Jose L Perez, WHI	07/22/2015

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002 **RESPONDENTS' JOINT RESPONSE TO FIRST SET OF REQUESTS FOR ADMISSIONS**

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.63 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondents respond to the Administrator and Secretary's First Set of Requests for Admissions as follows:

Specific Responses and Objections

Sun Valley Orchards

Request for Admission 1:

Notwithstanding extraneous markings, the document provided as Exhibit A is a true, accurate and complete copy (including any attachments or appendices) of the Agricultural and Food Processing Clearance Order (ETA Form 790) signed by Russell Marino, Jr. on December 22, 2014, for the period of employment of April 13, 2015 to October 10, 2015 and filed with the U.S. Department of Labor by Sun Valley.

Response to Request for Admission 1:

Admitted.

Request for Admission 2:

Notwithstanding extraneous markings, the document provided as Exhibit B is a true, accurate and complete copy (including any attachments or appendices) of the Agricultural and Food Processing Clearance Order (ETA Form 790) signed by Russell Marino, Jr. on December 22, 2014, for the period of employment of June 1, 2015 to October 10, 2015 and filed with the U.S. Department of Labor by Sun Valley.

Response to Request for Admission 2:

Admitted.

Request for Admission 3:

During 2015, Sun Valley did not enter into any written contract regarding terms or conditions of employment with its domestic workers or H-2A workers, apart from the documents attached as Exhibit A and Exhibit B.

Response to Request for Admission 3:

Admitted in part, denied in part. Respondents deny that the documents provided as Exhibit A and Exhibit B are written contracts with Sun Valley's domestic workers or H-2A workers. Respondents admit that no written agreement was entered into between Sun Valley and its domestic workers or H-2A workers for the 2015 season.

Request for Admission 4:

Sun Valley is the successor in interest to Marino Brothers, Inc., a/k/a Marino Brothers.

Response to Request for Admission 4:

Admitted in part, denied in part. Respondents admit that Sun Valley shares some common ownership with the entity known as Marino Brothers, Inc., a/k/a Marino Brothers, and Sun Valley currently operates the farming operation formerly known as Marino Brothers. To the extent that this Request for Admission calls for a purely legal conclusion or implies any particular legal conclusion as a result, such a conclusion is denied.

Request for Admission 5:

During 2015, Sun Valley was an employer of each of the workers listed in Exhibit B of the Administrator and Secretary's Initial Disclosures dated February 15, 2017.

Response to Request for Admission 5:

Admitted to the extent that not all of the workers listed were employed for the entire 2015 growing season, but all were employed for at least part of 2015.

Request for Admission 6:

Notwithstanding extraneous markings, the documents found at Exhibit C are true and accurate copies of payroll records that were created and maintained by Sun Valley in the regular course of business.

Response to Request for Admission 6:

Admitted, to the best of Respondent's knowledge, information and belief.

Request for Admission 7:

During 2015, Sun Valley did not maintain any documents, apart from those found at Exhibit C, concerning the number of hours of work offered each day in 2015 to each of its domestic workers and H-2A workers.

Response to Request for Admission 7:

Admitted in part, denied in part. The records at Exhibit C are complete payroll records, as such, but there are additional documents, provided herewith, reflecting the voluntary resignation of several Sun Valley employees that concern the number of hours of work offered to its H-2A workers (Exhibits 3 and 4.1-4.11).

Request for Admission 8:

During 2015, Sun Valley did not create or maintain any documents concerning the reasons any of its domestic workers and H-2A workers worked fewer hours than the number of hours of work offered in the work contract in 2015.

Response to Request for Admission 8:

Denied. Sun Valley created and maintained the payroll records found at Exhibit C. Sun Valley also created or maintained records reflecting the decision by 19 H-2A

employees to terminate their employment voluntarily in May 2015 and others to do so later in the season. Such records are provided herewith and in response to the Administrator and Secretary's Document Requests. (Exhibits 3, 4.1-4.11).

Request for Admission 9:

Notwithstanding extraneous markings, the documents found at Exhibit D are true and accurate copies of records concerning charges for weekly meals paid by Sun Valley's domestic workers and H-2A workers in 2015.

Response to Request for Admission 9:

Admitted in part, denied in part. The documents found at Exhibit D appear to reflect amounts paid by some of Sun Valley's workers, but these amounts were not paid to Sun Valley.

Request for Admission 10:

During 2015, apart from those found at Exhibit C and Exhibit D, Sun Valley did not maintain any documents concerning the amount of or reasons for any and all deductions from any domestic worker or H-2A worker's wages between April 8, 2015 and July 21, 2015.

Response to Request for Admission 10:

Denied. Sun Valley did not make any deductions from any domestic worker's wages during this time period. Additional documents exist reflecting Sun Valley's expenses for operating its kitchen facilities (Exhibit 5), but those expenses were not part of any deduction from workers' wages.

Request for Admission 11:

During 2015, Sun Valley charged its domestic workers (including migrant agricultural workers) and H-2A workers a weekly fee for meals.

Response to Request for Admission 11:

Denied. Sun Valley did not charge any of its workers a weekly fee for meals.

Request for Admission 12:

During 2015, Sun Valley's weekly meals fee was $75 in some weeks and $80 in all other weeks.

Response to Request for Admission 12:

Denied. Sun Valley did not charge any of its workers a weekly fee for meals.

Request for Admission 13:

During 2015, Sun Valley did not furnish free cooking or kitchen facilities to its domestic workers (including migrant agricultural workers) or H-2A workers.

Response to Request for Admission 13:

Denied. Sun Valley denies this Request inasmuch as it maintained cooking or kitchen facilities at all times during 2015. Sun Valley further does not admit that any of its domestic workers were migrant agricultural workers, nor that any of its domestic or H-2A workers ever requested to use such facilities. Sun Valley's employees, both domestic and H-2A, purchased and ate meals prepared for them by a third party, apparently without complaint.

Request for Admission 14:

During 2015, Sun Valley did not offer to provide free transportation to any store for domestic workers (including migrant agricultural workers) or H-2A workers to purchase groceries.

Response to Request for Admission 14:

Denied. First, Sun Valley denies that it had any obligation under the H-2A rules or any other provision of law or regulation to provide such transportation to local domestic workers. Sun Valley further does not admit that any of its domestic workers were migrant agricultural workers, nor that any applicable workers were denied transportation to any store.

Request for Admission 15:

Notwithstanding extraneous markings, the documents found at Exhibit E are a true and accurate copy of Sun Valley's records of Sun Valley's costs in providing food and beverages (including three daily meals) to its domestic workers (including migrant agricultural workers) and H-2A workers between April 8, 2015 and July 21, 2015, to the best of Sun Valley's knowledge, information and belief.

Response to Request for Admission 15:

Denied. Respondents object to this Request because it fails to meet the basic requirement that requests be simple, concise and state facts singly. This request requests admissions of multiple separate sets of facts. Without waiving the foregoing objections, Respondent denies that the documents found at Exhibit E are a true and accurate copy of Sun Valley's records on this issue. The documents found at Exhibit E reflect expenses to Sun Valley in the form of a refrigerator and the cost

of setting up the kitchen, but the remaining expenses for groceries were for Agustin Hernandez and not Sun Valley. Sun Valley further specifically denies that it provided food and beverages or daily meals to its domestic workers beyond paying for the kitchen facilities at the farm and paying the utilities as reflected in Exhibit 5.

Request for Admission 16:

Sun Valley did not maintain any documents, apart from those found at Exhibit E, concerning the cost of food, beverages, or other items that Sun Valley sold or re-sold to its domestic workers and H-2A workers between April 8, 2015 and July 21, 2015.

Response to Request for Admission 16:

Denied – see response to Request for Admission 15. By way of further response, Sun Valley did not sell or re-sell any food, beverages, or other items to its workers. The groceries reflected in the receipts included in Exhibit E were not "re-sold" to Sun Valley's employees but were used by Agustin Hernandez to prepare hot meals for employees.

Request for Admission 17:

During 2015, Sun Valley sold soft drinks to its domestic workers.

Response to Request for Admission 17:

Denied. Sun Valley did not sell soft drinks to its domestic workers.

Request for Admission 18:

During 2015, Sun Valley sold soft drinks to its H-2A workers.

Response to Request for Admission 18:

Denied. Sun Valley did not sell soft drinks to its H-2A workers.

Request for Admission 19:

During 2015, Sun Valley sold soft drinks to its domestic workers at a profit to Sun Valley.

Response to Request for Admission 19:

Denied. Sun Valley did not sell soft drinks to its domestic workers.

Request for Admission 20:

During 2015, Sun Valley sold soft drinks to its H-2A workers at a profit to Sun Valley.

Response to Request for Admission 20:

Denied. Sun Valley did not sell soft drinks to its H-2A workers.

Request for Admission 21:

During 2015, Sun Valley was not licensed to sell beer.

Response to Request for Admission 21:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell beer but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 22:

During 2015, Sun Valley sold beer to its domestic workers.

Response to Request for Admission 22:

Denied. Sun Valley did not sell beer to its domestic workers.

Request for Admission 23:

During 2015, Sun Valley sold beer to its H-2A workers.

Response to Request for Admission 23:

Denied. Sun Valley did not sell beer to its H-2A workers.

Request for Admission 24:

During 2015, Sun Valley was not licensed to sell cigarettes.

Response to Request for Admission 24:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell cigarettes but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 25:

During 2015, Sun Valley sold cigarettes to its domestic workers.

Response to Request for Admission 25:

Denied. Sun Valley did not sell cigarettes to its domestic workers.

Request for Admission 26:

During 2015, Sun Valley sold cigarettes to its H-2A workers.

Response to Request for Admission 26:

Denied. Sun Valley did not sell cigarettes to its H-2A workers.

Request for Admission 27:

Sun Valley's housing facility at 1321 Route 45 in South Harrison Township, New Jersey, was constructed prior to April 3, 1980.

Response to Request for Admission 27:

The housing facility described was on the property when Sun Valley acquired it, but to the best of Sun Valley's knowledge and information, the Request is admitted.

Request for Admission 28:

During 2015, Sun Valley transported its domestic workers and H-2A workers in vehicles operated by drivers without valid licenses or permits to operate vehicles in New Jersey.

Response to Request for Admission 28:

Denied. On information and belief, Sun Valley and its employees complied with all applicable laws and regulations. Sun Valley is not in possession of the licenses or permits of such drivers at this time.

Request for Admission 29:

In early August 2015, Sun Valley terminated more than 40 H-2A workers.

Response to Request for Admission 29:

Sun Valley objects to this Request as unnecessarily vague as far as "early August" but admits that it terminated a number of H-2A workers in August 2015, after more than three-fourths of the hours in the job order had been completed, based on a poor pepper harvest and a decreased need for labor.

Request for Admission 30:

In early August 2015, Sun Valley terminated more than 40 H-2A workers without cause.

Response to Request for Admission 30:

See response to Request 29.

Request for Admission 31:

Notwithstanding extraneous markings, Exhibit F is a true and accurate copy of a document that Sun Valley provided to approximately 45 H-2A workers on or about August 8, 2015.

Response to Request for Admission 31:

Admitted.

Agustin Hernandez

Request for Admission 1:

At all times during 2015, Hernandez was registered with the U.S. Department of Labor as a farm labor contractor.

Response to Request for Admission 1:

Denied. Mr. Hernandez was registered with the State of New Jersey as a crew leader, and a copy of his 2015 license from the State is provided as Exhibit 8, but on information and belief, he was not registered with the U.S. Department of Labor as a farm labor contractor.

Request for Admission 2:

Hernandez recruited migrant agricultural workers to work at Sun Valley during 2015.

Response to Request for Admission 2:

Denied. Mr. Hernandez did not recruit migrant agricultural workers to work at Sun Valley during 2015. In 2015, Sun Valley employed local workers, H-2A workers, and domestic workers who had worked at Sun Valley in previous seasons and returned on their own.

Request for Admission 3:

Exhibit G is a true and accurate copy of a document that Hernandez posted at or near 1321 Route 45, South Harrison Township, New Jersey in 2015.

Response to Request for Admission 3:

Admitted in part and denied in part. The Request is improperly vague as to place and time but, to the extent that it can be answered, Mr. Hernandez admits posting this document.

Request for Admission 4:

Hernandez did not disclose in writing to Sun Valley's migrant agricultural workers that Sun Valley would charge those worker a weekly fee for meals in 2015.

Response to Request for Admission 4:

Denied. Sun Valley did not charge any workers a weekly fee for meals in 2015. As such, no such disclosure was required or appropriate.

Request for Admission 5:

In 2015, Hernandez was not licensed to sell beer.

Response to Request for Admission 5:

Admitted in part and denied in part. Mr. Hernandez did not hold any specific license to sell beer but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

Request for Admission 6:

In 2015, Hernandez was not licensed to sell cigarettes.

Response to Request for Admission 6:

Admitted in part and denied in part. Sun Valley did not hold any specific license to sell cigarettes but denies any inference that any such license was required, nor that this has any relevance to the issues raised in the Department's determination letter or Order of Reference for this matter.

DATED: April 7, 2017

Respectfully submitted,

/s/ Christopher J. Schulte
Christopher J. Schulte
Counsel for Respondent
CJ Lake, LLC
525 9th Street N.W., Suite 800
Washington, DC 20004
(202) 465-3000

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2017 a copy of Respondents' Responses to Administrator and Secretary's First Set of Requests for Admissions was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent and In the Matter of SECRETARY OF LABOR Plaintiff v. AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC Respondent	Case Nos: 2017-TAE-00003 2017-MSP-00002 **RESPONDENTS' JOINT RESPONSE TO FIRST SET OF INTERROGATORIES**

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.60 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondents respond to the Administrator and Secretary's First Set of Interrogatories as follows:

General Objections

Respondents, by and through counsel, object generally to each interrogatory in the Administrator and Secretary's First Set of Interrogatories as follows:

1. Respondents objects to the First Set of Interrogatories to the extent they seek information protected against disclosure by the attorney-client privilege, the work-product privilege, or any other rule of privilege or confidentiality provided by law.

2. Respondents' responses to the First Set of Interrogatories are based on Respondents' good faith effort to ascertain responsive information to the extent such information is reasonably available. Respondents reserve their rights to supplement its responses in accordance with 29 CFR §18.53.

3. Respondents object to any interrogatory that seeks information that is unreasonably cumulative or duplicative of information that can be obtained through other sources that are more convenient, less burdensome, and less expensive.

4. Respondents object to any interrogatory that fails to describe the information sought without reasonable particularity.

5. Respondents object to any interrogatory requests to the extent that they do not relate to the claims in the determination letters in this matter. Respondents include within this objection those interrogatories that may be conditionally relevant unless a proper foundation has been laid at the time of attempted evidentiary use.

6. Respondents object to the "Instructions" to the extent that they purport to impose a duty or duties in excess of that required by 29 CFR § 18.10, *et*

seq., or the Federal Rules of Civil Procedure. Respondents will comply with the regulations and Federal Rules of Civil Procedure in response to these Discovery Requests.

7. Respondents' responses to these interrogatories are based on Respondents' best recollection of facts in question and represent a good faith effort to ascertain responsive information to the extent such information is reasonably available. Respondents reserve the right to supplement any responses if it is learned that, in some material respect, a response is incomplete or incorrect and if the additional or corrective information has not otherwise been made known during the discovery process or otherwise.

8. Respondents object to any interrogatory that fails to describe the information requested in a reasonably particularized manner. Respondents will attempt to respond to such Requests by attempting to discern what information the Administrator or Secretary is seeking and respond to the Request as so interpreted where it is reasonably able to do so.

9. By responding to an interrogatory, Respondents do not thereby agree with or otherwise adopt any implicit or explicit characterization of the facts or legal conclusions in such Request. They expressly reserves the right to object to, and challenge, any such characterization whenever advanced.

10. All of the responses contained herein are based only on such information that is currently available to and known to Respondents. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add additional meaning to the known facts, as

well as establish new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and/or variations from responses herein set forth. The following responses are given without prejudice to Respondents' right to produce and introduce at trial evidence of any subsequently discovered facts that they may later develop. The responses contained herein are made in a good faith effort to supply the factual information as is currently known, but in no way subject Respondent to prejudice in relation to further discovery, research or analysis.

11. Respondents expressly reserve all objections to the admissibility at trial or any other proceeding of any of the information or documents they produce in response to these Discovery Requests.

Sun Valley

1. Please identify all person, other than your attorneys, who responded to or assisted in responding to the Department's First Set of Requests for Admissions, First Set of Document Requests, and is [*sic*] Set of Interrogatories, specifying separately which person(s) assisted in responding to each item of discovery.

Response: Russell J. Marino, Jr., Joe Marino, and Agustin Hernandez of Sun Valley Orchards, LLC, with respect to all responses, with assistance from Lisa Justice, Payroll Manager at Sun Valley as to receipts and records and payroll issues, and Theresa Ward of National Agricultural Consultants, LLC, as to the Forms 9142 produced with these responses.

2. Please identify all persons, other than U.S. Department of Labor employees, who possess knowledge of the following:

a. Sun Valley's meal plan for domestic workers and H-2A workers during 2015;

b. Sun Valley's policies for creating and maintaining earnings records during 2015;

c. The cost of food, beverages, and other items (not including three daily meals) sold by Sun Valley to its domestic workers and H-2A workers during 2015;

d. Sun Valley's disclosure to its domestic workers and H-2A workers during 2015 of the terms and conditions of employment;

e. The conditions of housing provided to Sun Valley's domestic workers and H-2A during 2015;

f. The conditions of vehicles used to transport Sun Valley's workers in 2015 between Sun Valley's agricultural fields and/or 1321 Route 45, South Harrison Township, New Jersey;

g. The termination and/or resignation of H-2A workers employed by Sun Valley during 2015, on dates before October 10, 2015; and

h. Any other persons, other than U.S. Department of Labor employees, who possess knowledge of the facts involved in Case No. 2017-TAE-00003, as well as a description of those individuals' knowledge.

Response: Respondent objects to this interrogatory to the extent that fails to describe the information sought in a reasonably particularized manner, as the

question related to the "facts involved in this case" is ambiguous. Without waiving its objection, Respondent refers to the individuals referenced above. These individuals have knowledge of the H-2A application process, disclosures to workers, cost and charges for meal expenses, and resignation or termination of all H-2A workers during the 2015 season.

Other individuals with information regarding the condition of the vehicles and housing would be Sun Valley's in-house mechanic, Leonard Fleming, and outside mechanic, Al Foote, who inspected and maintained the buses, as well as representatives of the New Jersey Department of Labor and Workforce Development who performed inspections of housing before the 2015 season.

3. Please identify all domestic workers and H-2A workers employed by Sun Valley at any point during 2015.

Response: Respondent objects to this Interrogatory to the extent that it is duplicative and/or seeks information beyond the scope of this matter. To the extent that the Interrogatory seeks the identities of domestic workers in "corresponding employment" as that term is defined in the H-2A regulations and H-2A workers employed by Sun Valley during the 2015 season, that information is included in the payroll documents found at Exhibit C to the Administrator's Request for Admissions.

4. Please identify all farm labor contractors employed by Sun Valley during 2015.

Response: Sun Valley did not employ any farm labor contractors in 2015.

5. Please identify all individuals who, at any time during 2015, operated a motor vehicle to transport one or more of Sun Valley's domestic workers or H-2A workers between Sun Valley's agricultural fields and/or 1321 Route 45, South Harrison Township, New Jersey.

Response: Sun Valley's employees, for purposes of this Interrogatory, are listed in the payroll records found at Exhibit C to the Administrator's Request for Admissions.

6. Regarding the Department's First Set of Requests for Admissions, separately set forth in detail, for each such request that is not fully admitted without objection, all facts that relate to or explain each of your denials.

Response: Respondent refers you to its responses to the Requests for Admissions.

7. Please identify how the weekly commission paid to Hernandez by Sun Valley during 2015 was calculated.

Response: In 2015, Mr. Hernandez received $0.33 for every hour worked by Sun Valley's H-2A and domestic seasonal agricultural workers.

8. Please identify Hernandez's job responsibilities during 2015.

Response: Sun Valley objects to the term "job responsibilities" as used in this Interrogatory. Mr. Hernandez operated as an independent contractor during 2015, paid pursuant to the arrangement described above. In that capacity, he provided labor management services and, on his own behalf, provided meals and other concession items to the farm workers and was paid by the workers for such.

9. Please identify all of the H-2A workers employed by Sun Valley during 2015 who resigned or terminated their employment at Sun Valley voluntarily

before October 10, 2015 and specify the reasons given, if any, for such voluntary resignation or termination.

Response: There was a group of 19 workers voluntarily resigned on May 6, 2015, despite pleas from Sun Valley for them to stay and continue working, early in the work period. Copies of the documents that they provided when they turned in their Sun Valley employee identity cards have been produced with these responses as Exhibit 3. These workers and others are also identified in Exhibits 4.1-4.11, notices submitted by Sun Valley's filing agent to USCIS, the New Jersey Department of Labor, and the U.S. Department of Labor's Chicago National Processing Center. As shown in those documents, some workers claimed to have sick family members at home, while others simply stated that they were leaving for "personal reasons." A subsequent group of workers was terminated in August 2015 after they had completed three-fourths of the hours in the job order due to a poor pepper harvest that caused a decreased need for farmworkers at that time.

10. Please identify all of the H-2A workers employed by Sun Valley during 2015 that Sun Valley terminated for cause before October 10, 2015 and, for each worker identified, set forth all facts that support that the termination was for cause.

Response: No H-2A workers in 2015 were terminated for cause by Sun Valley before October 10, 2015.

11. Please identify all of the H-2A workers employed by Sun Valley during 2015 that Sun Valley terminated for other than cause before October 10, 2015.

Response: These individuals are identified in the Sun Valley payroll records referenced above; all were terminated only after completing three-fourths of the hours set forth in the job orders provided as Exhibits A and B, and do not appear to be part of the current litigation.

<u>Agustin Hernandez</u>

1. Please identify all persons, other than your attorneys, who responded to or assisted in responding to the Department's First Set of Requests for Admissions, First Set of Requests for Document Requests, and this Set of Interrogatories, specifying separately which person(s) assisted in responding to each item of discovery.

Response: Myself.

2. Please identify all persons, other than U.S. Department of Labor employees, who possess knowledge of the facts involved in Case No. 2017-MSP-00002, as well as a description of their knowledge.

Response: See Response #1.

3. Regarding the Department's First Set of Requests for Admissions, separately set forth in detail, for each such request that is not fully admitted without objection, all facts that relate to or explain each of your denials.

Response: All such information has been provided in the Responses to the First Set of Requests for Admissions.

DATED: April 7, 2017

/s/ Christopher J. Schulte
Christopher Schulte
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004
(202) 465-3000
(202 347-3664 (fax)

CERTIFICATE OF SERVICE

I hereby certify that on April 7, 2017 a copy of Respondents' Responses to Administrator and Secretary's First Set of Interrogatories was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

VERIFICATION

Pursuant to 28 U.S.C. § 1746, I verify under the penalty of perjury that the foregoing responses to the Administrator's First Set of Interrogatories are true and correct.

Russell J. Marino, Jr.
Sun Valley Orchards

Pursuant to 28 U.S.C. § 1746, I verify under the penalty of perjury that the foregoing responses to the Secretary's First Set of Interrogatories are true and correct.

Agustin Hernandez

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of:	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	Case No: 2017-TAE-00003
v.	**RESPONDENT'S RESPONSE TO SECOND SET OF INTERROGATORIES**
SUN VALLEY ORCHARDS, LLC Respondent	

To: Jacob Heyman-Kantor
Jason E. Glick
Attorneys
United States Department of Labor
201 Varick Street, Room 983
New York, New York 10014
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

Pursuant to 29 CFR § 18.60 of the Rules of Practice for Administrative Hearings Before the Office of Administrative Law Judges, Respondent responds to the Administrator's Second Set of Interrogatories as follows:

General Objections

Respondent, by and through counsel, objects generally to each interrogatory in the Administrator's Second Set of Interrogatories as follows:

1. Respondent objects to the Second Set of Interrogatories to the extent they seek information protected against disclosure by the attorney-client privilege,

the work-product privilege, or any other rule of privilege or confidentiality provided by law.

2. Respondent's responses to the Second Set of Interrogatories are based on Respondent's good faith effort to ascertain responsive information to the extent such information is reasonably available. Respondent reserves its right to supplement its responses in accordance with 29 CFR §18.53.

3. Respondent objects to any interrogatory that seeks information that is unreasonably cumulative or duplicative of information that can be obtained through other sources that are more convenient, less burdensome, and less expensive.

4. Respondent objects to any interrogatory that fails to describe the information sought without reasonable particularity.

5. Respondent objects to any interrogatory requests to the extent that they do not relate to the claims in the determination letters in this matter. Respondent includes within this objection those interrogatories that may be conditionally relevant unless a proper foundation has been laid at the time of attempted evidentiary use.

6. Respondent objects to the "Instructions" to the extent that they purport to impose a duty or duties in excess of that required by 29 CFR § 18.10, *et seq.*, or the Federal Rules of Civil Procedure. Respondent will comply with the regulations and Federal Rules of Civil Procedure in response to these Discovery Requests.

7. Respondent's responses to these interrogatories are based on Respondent's best recollection of facts in question and represent a good faith effort to ascertain responsive information to the extent such information is reasonably

available. Respondent reserves the right to supplement any responses if it is learned that, in some material respect, a response is incomplete or incorrect and if the additional or corrective information has not otherwise been made known during the discovery process or otherwise.

8. Respondent objects to any interrogatory that fails to describe the information requested in a reasonably particularized manner. Respondent will attempt to respond to such Requests by attempting to discern what information the Administrator is seeking and respond to the Request as so interpreted where it is reasonably able to do so.

9. By responding to an interrogatory, Respondent does not thereby agree with or otherwise adopt any implicit or explicit characterization of the facts or legal conclusions in such Request. It expressly reserves the right to object to, and challenge, any such characterization whenever advanced.

10. All of the responses contained herein are based only on such information that is currently available to and known to Respondent. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add additional meaning to the known facts, as well as establish new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in and/or variations from responses herein set forth. The following responses are given without prejudice to Respondent's right to produce and introduce at trial evidence of any subsequently discovered facts that they may later develop. The responses contained herein are made in a good faith

effort to supply the factual information as is currently known, but in no way subject Respondent to prejudice in relation to further discovery, research or analysis.

11. Respondent objects to the Administrator's Second Set of Interrogatories to the extent that it exceeds the limit of 25 interrogatories, including all discrete subparts, as set forth in 29 C.F.R. § 18.60(a)(1). Responding to an interrogatory or discrete subpart does not waive this objection, and Respondent expressly reserves its right to raise this objection to any attempt to introduce any response to an interrogatory promulgated in excess of this limitation.

12. Respondent expressly reserves all objections to the admissibility at trial or any other proceeding of any of the information or documents they produce in response to these Discovery Requests.

Interrogatories

1. Please identify all persons, other than your attorneys, who responded to or assisted in responding to the Department's Second Set of Interrogatories, specifying separately which person(s) assisted in responding to each item of discovery.

Response: Russell J. Marino, Jr. and Lisa Justice responded to or assisted in responding to each interrogatory in the Administrator's Second Set of Interrogatories.

2. With respect to the document that Respondents produced as Exhibit 9 on April 7, 2017, please explain in detail and state:

a. the date Exhibit 9 was created;

b. the source of the information in the "Total Hours" column; and

c. the meaning of the information in the "Total Hours" column, including whether "Total Hours" refers to hours actually worked,

hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows in Exhibit 9, please explain in detail any such variation.

Response: (a) Exhibit 9 was created on February 17, 2016, as indicated on the document. By that, Respondent means that that precise piece of paper was printed at that time. The information included in the document was created at some point prior to that date, in 2015, based on data entered into Sun Valley's records at the time when the work reflected in the document was performed by these workers, in April through August 2015. Respondent is unable to determine more precisely when the spreadsheet reflected in Exhibit 9 was first created.

(b) The "Total Hours" reflect the hours worked by each work and paid by Sun Valley, based on data from the PET ("Payroll Employee Tracking") Tiger tracking system.

(c) The information in the "Total Hours" column refers to hours actually worked by each employee.

3. With respect to the document attached hereto as DOL00513-19 please explain in detail and state:

a. the source of the information in the "Total Hours" column; and

b. the meaning of the information in the "Total Hours" column, including whether "Total Hours" refers to hours actually worked, hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows, please explain in detail any such variation, and please do so with reference to the categories listed in the "Ern/Ded Description" column ("Asp Harv H2A," "Minimum Wag[e]," "Planting H2A," etc.).

Response: The information in the "Total Hours" column comes from the PET Tiger tracking system used by Sun Valley, as imported into the "Famous" payroll tracking

system used by Sun Valley. The information in the "Total Hours" column takes two forms, as reflected in the "Ern/Ded Description" column. The categories shown for this time period are:

- "Asp Harv H2A" – asparagus harvesting by H-2A workers; the AEWR is paid to both H-2A and domestic workers doing work covered by the job order, and the "H2A" notation reflects the tax-withholding difference for H-2A workers only;
- "Planting H2A" – planting other vegetables; again "H2A" reflecting the tax treatment rather than the wage rate; and
- "Minimum Wag[e]" – described in more detail below.

The "Minimum Wage" notation arises where: (1) a worker is performing work that would be compensated on a piece-rate basis; (2) the piece-rate earnings for that worker on that day do not reach the level required of AEWR times the number of hours worked for that day; so (3) additional compensation is provided to increase the worker's earnings to the required AEWR level. That additional compensation is reflected as "Minimum Wage" for a given day. So, for all hours worked, both the hours actually worked and the number of "pieces" are tracked, and the higher of the AEWR x hours or pieces x rate is automatically used for that day's pay.

The "Total Hours" notation for a "Minimum Wage" pay increase simply mirrors the hours worked for that day as already shown on the piece-rate entry for that day (e.g., "Asp Harv H2A") and were not used to calculate three-fourths guarantee "Total Hours" for any of these workers. For entries showing a "Minimum Wage" payment on a given day, the "Total Hours" column for such a payment is not relevant – the "Total Hours" for the piece-rate-based work for that day is the relevant number of hours worked for purposes of the AEWR-times-hours minimum payment.

4. With respect to the document attached hereto as DOL919-20, please explain in detail and state:

a. the source of the information in the "Hours" column; and

b. the meaning of the information in the "Hours" column, including whether "Hours" refers to hours actually worked, hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows, please explain in detail any such variation.

Response: The information in the "Hours" column is transferred from the PET Tiger tracking system. The information in the "Hours" column means the actual hours worked by each employee (i.e., not reflecting any payroll adjustments for "Minimum Wage" adjustments discussed above, where the piece-rate production fell below the AEWR hourly requirement).

5. Please state whether Respondent's answers to Interrogatories 4a and 4b are also the same for all other documents in Exhibit C titled "Payroll Run Inquiry – Check View." If the source or meaning of the information in the "Total Hours" column for the other "Payroll Run Inquiry – Check View" documents differs from the source or meaning of the information in the "Total Hours" columns in DOL00919-20, please explain in detail any such variation.

Response: Respondent objects to this Interrogatory as compound, vague, and confusing. Subject to those objections, Respondent states that the answers to Interrogatories 4a and 4b are the same for the information included in the "Hours" column of the documents comprising Exhibit C. The "Payroll Run Inquiry – Check View" reports in DOL00919-20 and Exhibit C all come from the same source.

6. With respect to the document attached hereto as DOL00501-11, please explain in detail and state:

a. the source of the information in the "Total Time and "Reg" columns; and

b. the meaning of the information in the "Total Hours" and "Reg" columns, including whether "Total Hours" and "Reg" refers [*sic*] to hours actually worked, hours offered, or something else (if so, please explain what else). If the answer to this interrogatory varies for different rows, please explain in detail any such variation.

Response: For most of the employees and most of the days, the information in those two columns is identical and reflects the hours actually worked. For the few employee-days where the numbers are not the same for these columns, Sun Valley has checked with its payroll software vendor for an explanation of the difference. It appears that the disparity occurred (and has since been remedied) where a worker split time between hourly and piece-rate work in a given day, with the "Total Hours" amount showing only one type of work and the "Reg" amount showing the combination. The "Reg" amounts consistently exceed the "Total Hours" amounts in the few cases where they are not identical.

7. Please state whether Respondent's answers to Interrogatories 6a and 6b are also the same for all documents in Exhibit C titled "Job Card: Payroll Summary." If the source or meaning of the information in the "Total Hours" or "Reg" columns for other "Job Card: Payroll Summary" documents differs from the source or meaning of the information in the "Total Hours" or "Reg" columns in DOL00501-11, please explain in detail any such variation.

Response: The source of the information was the same for the "Job Card: Payroll Summary" reports, whether in Exhibit C or in DOL00501-11, so the explanation

should be the same as in Interrogatory 6, to the extent that there is any variation between the numbers in those columns for a particular worker on a particular day.

8. For each of the following six workers (Miguel A Elizondo Soto, Jose D Islas Larraga, Luis A Luna Gonzalez, Dario Morales Acosta, Rodrigo Raya Tapia, and Jose L Silva Loopez), please provide a full, complete, and detailed description of how Sun Valley calculated that Sun Valley satisfied the three-fourths guarantee in 2015. In your response, please state, for each of these six workers, the total number of hours actually worked and the total number of hours of work offered, and identify the records that support those numbers.

Response: Subject to the objections set forth above, Sun Valley responds as follows. Lisa Justice and Russell J. Marino, Jr. took the contract period for each worker and determined the number of weeks in that period. They then multiplied the number of weeks by 40 hours per week, as set forth on the job order, to determine the total contract hours. They then calculated 75% of that total number of hours and compared that to the total hours worked as of that date by each of the employees in question.

For the job order with a period of need of April 13, 2015 through October 10, 2015, there were 26 weeks, multiplied by 40 hours/week for 1040 hours total, with 780 hours as the three-fourths target. For the latter job order, with a period of need of June 1, 2015 through October 10, 2015, there were 19 weeks, for a total of 760 hours and a three-fourths target of 570 hours.

As shown in Exhibit 16 (provided herewith and prepared in response to this Interrogatory), 5 of the six workers identified in the Interrogatory (all but Jose Islas Larraga) worked on the second target, thus having a three-fourths target of 570 hours. Miguel Elizondo Soto worked 715.26 hours, Luis Luna Gonzalez worked

708.39 hours, Rodrigo Raya Tapia worked 690.06 hours, and Jose Silva Lopez worked 859.19 hours.

The other two workers were offered more hours but did not work them, due to illness or refusal to work – Dario Morales Acosta sat in camp for three weeks after he hurt his foot. Jose Islas Larraga worked 633.25 hours on the earlier contract, and Dario Morales Acosta worked 486.34 hours on the later contract. The "hours offered" to each worker that bring their total hours offered above their respective three-fourths guarantee level were determined by the hours offered/worked by their co-workers, as shown in Sun Valley's payroll records.

DATED: May 17, 2017

/s/ Christopher J. Schulte
Christopher Schulte
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004
(202) 465-3000
(202 347-3664 (fax)

CERTIFICATE OF SERVICE

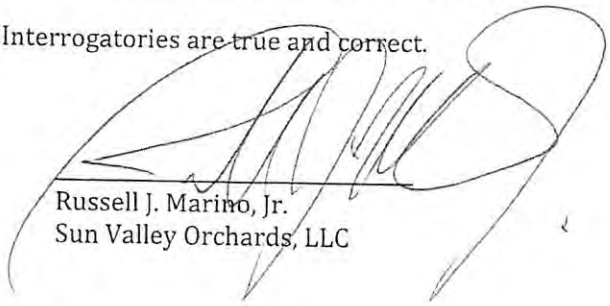
I hereby certify that on May 17, 2017 a copy of Respondents' Responses to Administrator and Secretary's Second Set of Interrogatories was sent by e-mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

VERIFICATION

Pursuant to 28 U.S.C. § 1746, I verify under the penalty of perjury that the foregoing responses to the Administrator's First Set of Interrogatories are true and correct.



Russell J. Marino, Jr.
Sun Valley Orchards, LLC

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 7

PX 23 to 25

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 43
Status: Calculated
Date: 05/01/2015
Created By: LISA 04/29/2015 12:13:07

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10140

Period Override:
Pay Period From: 04/15/2015
Pay Period Thru: 04/21/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2000	Agustin Hernandez SSN:									
	21.25	239.92	.00	.00	14.87	3.48	2.45	1.84	.00	217.28
2001	Alfredo L Silva SSN:									
	44.75	505.24	.00	.00	31.33	7.33	8.18	3.85	.00	454.55
2002	Frediberto Villasenor SSN:									
	39.25	443.15	.00	4.70	27.47	6.43	6.94	3.38	.00	394.23
2003	Ricardo Arias SSN:									
	25.50	287.90	.00	.00	17.85	4.17	3.74	2.20	.00	259.94
2004	Francisco A Ibanez SSN:									
	31.50	355.64	.00	.00	22.05	5.15	.00	2.72	.00	325.72
2005	Jose Erick Jimenez Osornio SSN:									
	28.50	321.77	.00	.00	19.95	4.67	4.83	2.46	.00	289.86
2007	Adan Raya Garcia SSN:									
	11.50	129.84	.00	.00	8.05	1.88	.00	1.00	.00	118.91
2008	Octavio Vargas Vargas SSN:									
	10.75	121.37	.00	.00	7.53	1.76	1.82	.92	.00	109.34
2009	Felix Arturo Hernandez Hernandez SSN:									
	31.25	352.82	.00	.00	21.87	5.11	.00	2.71	.00	323.13
2010	Carlos Silva Llaguno SSN:									
	43.50	491.13	.00	1.81	30.45	7.13	7.90	3.76	.00	440.08
2011	Andres Silva Llaguno SSN:									
	27.75	313.30	.00	.00	19.43	4.54	4.70	2.39	.00	282.24
2014	Martin Carrera Cortez SSN:									
	29.75	335.88	.00	.00	20.82	4.87	3.02	2.58	.00	304.59
2016	Valentin Martinez Antonio SSN:									
	23.75	268.14	.00	.00	16.62	3.89	2.58	2.05	.00	243.00
2017	David Castaneda SSN:									
	11.50	129.84	.00	.00	8.05	1.88	.00	1.00	.00	118.91
2018	Leny Velasquez SSN:									
	21.00	237.09	.00	.00	14.69	3.44	.00	1.80	.00	217.16
2022	Francisco Hernandez SSN:									
	10.75	121.37	.00	.00	7.52	1.76	.00	.92	.00	111.17
20005	Marcelino Cordoba SSN:									
	8.50	80.75	.00	.00	5.01	1.17	.00	.61	.00	73.96
20006	Pedro Garcia SSN:									
	8.50	80.75	.00	.00	5.01	1.17	.00	.61	.00	73.96
Total:	429.25	4,815.90	.00	6.51	298.57	69.83	46.16	35.80	.00	4,358.03

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 41
Status: Calculated
Date: 05/01/2015
Created By: LISA 04/29/2015 12:04:22

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10126

Period Override:
Pay Period From: 04/15/2015
Pay Period Thru: 04/21/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2024	Carlos Cruz Reyes SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2025	Yreneo C Lopez Carrera SSN:									
	32.50	366.93	.00	.00	.00	.00	.00	.00	.00	366.93
2026	Saul Sanchez Villasenor SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2027	Ruben Leon Hernandez SSN:									
	3.00	33.87	.00	.00	.00	.00	.00	.00	.00	33.87
2028	Modesto E Lopez Carrera SSN: - -									
	32.50	366.93	.00	.00	.00	.00	.00	.00	.00	366.93
2029	Amadeo Gonzalez Jaimes SSN: - -									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2030	Mateo Rios Bautista SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2031	German Arias Maya SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2032	Geovani de Jesus Del Angel Salas SSN: - -									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2033	Francisco J Pinon Rangel SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2034	Cesar Martinez Arellano SSN: - -									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2035	Celso Grijalva Ramos SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2036	Alejandro Sanchez Villasenor SSN: - -									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
2037	Eduardo De La Cruz Martinez SSN:									
	4.00	45.16	.00	.00	.00	.00	.00	.00	.00	45.16
Total:	112.00	1,264.49	.00	.00	.00	.00	.00	.00	.00	1,264.49

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 72
Status: Calculated
Date: 05/06/2015
Created By: LISA 05/06/2015 16:37:26

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10217

Period Override:
Pay Period From: 04/22/2015
Pay Period Thru: 04/28/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2000	Agustin Hernandez SSN:									
	49.75	776.49	.00	30.34	48.15	11.26	12.07	5.94	.00	668.73
2001	Alfredo L Silva SSN:									
	65.25	736.67	.00	10.97	45.67	10.68	12.81	5.63	.00	650.91
2002	Frediberto Villasenor SSN:									
	41.50	468.54	.00	7.24	29.05	6.79	7.45	3.59	.00	414.42
2003	Ricardo Arias SSN:									
	45.50	513.70	.00	19.45	31.85	7.45	7.58	3.94	.00	443.43
2004	Francisco A Ibanez SSN:									
	43.00	485.48	.00	.00	30.10	7.04	.00	3.71	.00	444.63
2005	Jose Erick Jimenez Osornio SSN:									
	29.25	330.24	.00	.00	20.47	4.79	4.95	2.53	.00	297.50
2006	Omar Pinon Roque SSN:									
	11.50	129.84	.00	.00	8.05	1.88	1.95	1.00	.00	116.96
2007	Adan Raya Garcia SSN:									
	24.75	279.42	.00	.00	17.33	4.05	.00	2.14	.00	255.90
2008	Octavio Vargas Vargas SSN:									
	29.00	327.42	.00	.00	20.30	4.75	4.91	2.51	.00	294.95
2009	Felix Arturo Hernandez Hernandez SSN:									
	34.50	389.51	.00	.00	24.15	5.65	.00	2.98	.00	356.73
2010	Carlos Silva Llaguno SSN:									
	52.50	592.73	.00	11.97	36.75	8.59	9.93	4.54	.00	520.95
2011	Andres Silva Llaguno SSN:									
	49.50	558.86	.00	8.58	34.65	8.11	9.25	4.27	.00	494.00
2013	Fabian Hernandez SSN:									
	23.50	265.31	.00	.00	16.45	3.85	.00	2.02	.00	242.99
2014	Martin Carrera Cortez SSN:									
	33.25	375.39	.00	.00	23.28	5.44	3.61	2.87	.00	340.19
2016	Valentin Martinez Antonio SSN:									
	38.75	437.48	.00	.00	27.13	6.34	5.12	3.34	.00	395.55
2017	David Castaneda SSN:									
	26.25	296.37	.00	.00	18.38	4.30	.00	2.26	.00	271.43
2018	Leny Velasquez SSN:									
	44.50	502.41	.00	.00	31.15	7.29	.00	3.86	.00	460.11
2019	Reymundo Lara Amador SSN:									
	24.50	276.61	.00	.00	17.15	4.01	.00	2.12	.00	253.33
2021	Carmelino Santi Lopez SSN:									
	23.50	265.31	.00	.00	16.45	3.85	.00	2.02	.00	242.99
2022	Francisco Hernandez SSN:									
	24.75	279.42	.00	.00	17.33	4.05	.00	2.14	.00	255.90
2053	Jose L Reynoso Rodriguez SSN:									
	23.50	265.31	.00	.00	16.45	3.85	1.67	2.02	.00	241.32
2054	Ranulfo Lopez SSN:									
	23.50	265.31	.00	.00	16.45	3.85	1.38	2.02	.00	241.61
2057	Conrrado Perez Vasquez SSN:									
	23.50	265.31	.00	.00	16.45	3.85	1.38	2.02	.00	241.61
Total:	785.50	9,083.13	.00	88.55	563.19	131.72	84.06	69.47	.00	8,146.14

Payroll Run Inquiry - Check View

H2A

SUN VALLEY ORCHARDS LLC

Run: 55
Status: Calculated
Date: 05/08/2015
Created By: LISA 05/06/2015 15:15:26

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10192

Period Override:
Pay Period From: 04/22/2015
Pay Period Thru: 04/28/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2024	Carlos Cruz Reyes SSN:									
	27.00	50.81	254.02	.00	.00	.00	.00	.00	.00	304.83
2025	Yreneo C Lopez Carrera SSN:									
	36.75	321.77	93.14	.00	.00	.00	.00	.00	.00	414.91
2026	Saul Sanchez Villasenor SSN:									
	28.75	61.86	262.73	.00	.00	.00	.00	.00	.00	324.59
2027	Ruben Leon Hernandez SSN:									
	28.25	132.43	186.51	.00	.00	.00	.00	.00	.00	318.94
2028	Modesto E Lopez Carrera SSN: - -									
	36.75	321.77	93.14	.00	.00	.00	.00	.00	.00	414.91
2029	Amadeo Gonzalez Jaimes SSN: - -									
	27.00	50.58	254.25	.00	.00	.00	.00	.00	.00	304.83
2030	Mateo Rios Bautista SSN:									
	29.75	64.69	271.20	.00	.00	.00	.00	.00	.00	335.89
2031	German Arias Maya SSN:									
	28.25	64.69	254.25	.00	.00	.00	.00	.00	.00	318.94
2032	Geovani de Jesus Del Angel Salas SSN: - -									
	27.25	50.58	257.07	.00	.00	.00	.00	.00	.00	307.65
2033	Francisco J Pinon Rangel SSN:									
	31.75	87.27	271.20	.00	.00	.00	.00	.00	.00	358.47
2034	Cesar Martinez Arellano SSN: - -									
	28.50	50.58	271.20	.00	.00	.00	.00	.00	.00	321.78
2035	Celso Grijalva Ramos SSN:									
	28.50	50.58	271.20	.00	.00	.00	.00	.00	.00	321.78
2036	Alejandro Sanchez Villasenor SSN: - -									
	28.75	64.69	259.90	.00	.00	.00	.00	.00	.00	324.59
2037	Eduardo De La Cruz Martinez SSN:									
	27.00	50.58	254.25	.00	.00	.00	.00	.00	.00	304.83
2038	Armando Rodriguez Jaimes SSN:									
	41.75	132.44	338.94	.00	.00	.00	.00	.00	.00	471.38
2055	Efrain Martinez Arellano SSN:									
	27.00	39.52	265.31	.00	.00	.00	.00	.00	.00	304.83
2056	Humberto Zavala Jaimes SSN:									
	28.25	64.69	254.25	.00	.00	.00	.00	.00	.00	318.94
Total:	511.25	1,659.53	4,112.56	.00	.00	.00	.00	.00	.00	5,772.09

17 checks

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Aug

Run: 86
Status: Calculated
Date: 05/15/2015
Created By: LISA 05/13/2015 12:16:11

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10331

Period Override:
Pay Period From: 04/29/2015
Pay Period Thru: 05/05/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2000	Agustin Hernandez SSN:									
	84.00	2,240.46	.00	280.07	138.90	32.48	73.32	17.14	.00	1,698.55
2001	Alfredo L Silva SSN:									
	81.25	935.97	.00	30.90	58.03	13.57	16.80	7.17	.00	809.50
2002	Frediberto Villasenor SSN:									
	92.25	937.19	.00	63.42	58.11	13.59	16.82	7.17	.00	778.08
2003	Ricardo Arias SSN:									
	76.00	858.06	.00	63.08	53.20	12.44	14.47	6.55	.00	708.32
2004	Francisco A Ibanez SSN:									
	74.50	848.07	.00	.00	52.58	12.30	.00	6.49	.00	776.70
2005	Jose Erick Jimenez Osornio SSN:									
	77.25	852.43	.00	50.70	52.85	12.36	15.13	6.52	.00	714.87
2006	Omar Pinon Roque SSN:									
	19.75	285.50	.00	.00	17.70	4.14	4.28	2.18	.00	257.20
2007	Adan Raya Garcia SSN:									
	71.50	806.17	.00	.00	49.98	11.69	.00	6.16	.00	738.34
2008	Octavio Vargas Vargas SSN:									
	76.00	861.19	.00	23.43	53.39	12.49	15.30	6.58	.00	750.00
2009	Felix Arturo Hernandez Hernandez SSN:									
	70.50	813.96	.00	.00	50.47	11.80	.00	6.21	.00	745.48
2010	Carlos Silva Llaguno SSN:									
	74.50	845.12	.00	38.07	52.40	12.25	14.98	6.46	.00	720.96
2011	Andres Silva Llaguno SSN:									
	68.00	794.42	.00	32.13	49.25	11.52	13.97	6.09	.00	681.46
2013	Fabian Hernandez SSN:									
	72.75	796.56	.00	.00	49.39	11.55	.00	6.10	.00	729.52
2014	Martin Carrera Cortez SSN:									
	72.25	876.39	.00	17.25	54.33	12.71	12.91	6.70	.00	772.49
2015	Jose L Pinon SSN:									
	49.50	558.86	.00	.00	34.65	8.10	6.56	4.28	.00	505.27
2016	Valentin Martinez Antonio SSN:									
	73.00	821.93	.00	27.19	50.96	11.92	12.59	6.29	.00	712.98
2017	David Castaneda SSN:									
	96.00	991.07	.00	.00	61.44	14.37	.00	7.58	.00	907.68
2018	Leny Velasquez SSN:									
	72.75	793.16	.00	.00	49.18	11.50	.00	6.06	.00	726.42
2019	Reymundo Lara Amador SSN:									
	71.50	801.93	.00	.00	49.72	11.63	.00	6.14	.00	734.44
2021	Carmelino Santi Lopez SSN:									
	65.25	736.70	.00	.00	45.67	10.68	.00	5.65	.00	674.70
2022	Francisco Hernandez SSN:									
	65.25	736.70	.00	.00	45.67	10.68	.00	5.63	.00	674.72
2053	Jose L Reynoso Rodriguez SSN:									
	65.25	736.70	.00	.00	45.67	10.68	9.73	5.65	.00	664.97
2054	Ranulfo Lopez SSN:									
	66.75	753.64	.00	.00	46.72	10.92	9.69	5.78	.00	680.53

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 86
Status: Calculated
Date: 05/15/2015
Created By: LISA 05/13/2015 12:16:11

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10331

Period Override:
Pay Period From: 04/29/2015
Pay Period Thru: 05/05/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN:									
	65.25	736.70	.00	.00	45.67	10.68	9.35	5.65	.00	665.35
2063	Jorge Escovar SSN:									
	69.50	795.99	.00	76.85	49.35	11.55	14.00	6.08	.00	638.16
2064	Roberto Hernandez SSN:									
	77.25	841.15	.00	83.62	52.15	12.20	14.90	6.43	.00	671.85
Total:	1,847.75	22,056.02	.00	786.71	1,367.43	319.80	274.80	168.74	.00	19,138.54

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 80
Status: Calculated
Date: 05/08/2015
Created By: LISA 05/08/2015 13:31:56

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10293

Period Override:
Pay Period From: 04/29/2015
Pay Period Thru: 05/07/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2035	Celso Grijalva Ramos SSN:									
	74.50	916.39	54.20	.00	.00	.00	.00	.00	.00	970.59
2065	Venustiano Sanchez Dolores SSN:									
	62.25	780.20	38.71	.00	.00	.00	.00	.00	.00	818.91
2066	Tomas Solano Guerrero SSN: - -									
	76.00	831.13	62.67	.00	.00	.00	.00	.00	.00	893.80
2067	Marcos Zaveleta Hernandez SSN: - -									
	82.25	905.08	54.20	.00	.00	.00	.00	.00	.00	959.28
2068	Marco G Maldonado Maldonado SSN: - -									
	69.50	761.55	38.71	.00	.00	.00	.00	.00	.00	800.26
069	Marcelo Ortega Vargas SSN:									
	54.75	622.48	38.71	.00	.00	.00	.00	.00	.00	661.19
070	Cheguez J Baltazar SSN: - -									
	81.00	898.67	54.20	.00	.00	.00	.00	.00	.00	952.87
072	Lucio Rosales Lopez SSN: - -									
	58.25	727.47	38.71	.00	.00	.00	.00	.00	.00	766.18
074	Javier Juarez Hernandez SSN: - -									
	60.75	757.81	38.71	.00	.00	.00	.00	.00	.00	796.52
075	Isau Santiago Mendoza SSN: - -									
	74.75	832.12	42.92	.00	.00	.00	.00	.00	.00	875.04
076	Ines Hernandez Sanchez SSN: - -									
	60.75	757.81	38.71	.00	.00	.00	.00	.00	.00	796.52
077	Humberto Dominguez Cruz SSN: - -									
	54.75	687.44	38.71	.00	.00	.00	.00	.00	.00	726.15
078	Hugo L Cinta Tegoma SSN: - -									
	44.00	542.71	36.32	.00	.00	.00	.00	.00	.00	579.03
079	Hector M Garcia Dominguez SSN: - -									
	59.00	741.09	38.71	.00	.00	.00	.00	.00	.00	779.80
080	Gustavo Marquez Perez SSN:									
	55.75	699.17	38.71	.00	.00	.00	.00	.00	.00	737.88
082	Delfino Antonio Reyes SSN: - -									
	55.00	690.48	38.71	.00	.00	.00	.00	.00	.00	729.19
083	Cristian Mendez Hernandez SSN:									
	74.75	919.42	54.20	.00	.00	.00	.00	.00	.00	973.62
084	Carlos Cervantes Ramirez SSN: - -									
	57.00	718.64	37.89	.00	.00	.00	.00	.00	.00	756.53
085	Adrian Vazquez Desion SSN:									
	72.50	894.75	48.56	.00	.00	.00	.00	.00	.00	943.31
Total:	1,227.50	14,684.41	832.26	.00	.00	.00	.00	.00	.00	15,516.67

H2A Guys that left

6/3 inactive in PET

ay 08 2015 13:32:04

Page 1 of 1

DOL00512

PX 23 Page 859

AR - 3587

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 99
Status: Calculated
Date: 05/22/2015
Created By: LISA 05/20/2015 16:35:17

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10426

Period Override:
Pay Period From: 05/06/2015
Pay Period Thru: 05/12/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
000	Agustin Hernandez SSN:				VOIDED					
	84.25	951.18	.00	53.98	58.98	13.80	15.56	7.27	.00	801.59
001	Alfredo L Silva SSN:									
	84.00	950.36	.00	32.34	58.92	13.78	17.08	7.27	.00	820.97
002	Frediberto Villasenor SSN:									
	73.75	839.49	.00	.00	52.05	12.17	.00	6.43	.00	768.84
003	Ricardo Arias SSN:									
	86.00	970.94	.00	80.02	60.20	14.08	16.73	7.43	.00	792.48
004	Francisco A Ibanez SSN:									
	82.00	932.66	.00	.00	57.83	13.52	.00	7.13	.00	854.18
005	Jose Erick Jimenez Osornio SSN:									
	84.25	953.30	.00	65.83	59.11	13.82	17.14	7.30	.00	790.10
006	Omar Pinon Roque SSN:									
	21.75	245.57	.00	.00	15.23	3.56	3.68	1.88	.00	221.22
007	Adan Raya Garcia SSN:									
	84.25	955.93	.00	.00	59.27	13.86	.00	7.32	.00	875.48
008	Octavio Vargas Vargas SSN:									
	82.25	934.30	.00	30.74	57.93	13.55	16.76	7.15	.00	808.17
009	Felix Arturo Hernandez Hernandez SSN:									
	73.50	836.55	.00	.00	51.86	12.13	.00	6.42	.00	766.14
010	Carlos Silva Llaguno SSN:									
	84.00	950.40	.00	53.86	58.92	13.78	17.09	7.26	.00	799.49
011	Andres Silva Llaguno SSN:									
	82.00	932.66	.00	51.20	57.83	13.52	16.73	7.13	.00	786.25
013	Fabian Hernandez SSN:									
	83.25	943.00	.00	.00	58.46	13.67	.00	7.20	.00	863.67
014	Martin Carrera Cortez SSN:									
	81.50	926.95	.00	22.31	57.47	13.44	13.92	7.09	.00	812.72
015	Jose L Pinon SSN:									
	87.75	992.85	.00	28.90	61.56	14.40	15.24	7.59	.00	865.16
016	Valentin Martinez Antonio SSN:									
	85.00	966.73	.00	44.77	59.93	14.02	15.49	7.39	.00	825.13
017	David Castaneda SSN:									
	77.00	876.57	.00	.00	54.35	12.71	.00	6.69	.00	802.82
018	Leny Velasquez SSN:									
	83.75	948.75	.00	.00	58.82	13.75	.00	7.26	.00	868.92
019	Reymundo Lara Amador SSN:									
	85.50	969.97	.00	.00	60.14	14.06	.00	7.41	.00	888.36
021	Carmelino Santi Lopez SSN:									
	86.00	970.94	.00	.00	60.20	14.08	.00	7.43	.00	889.23
022	Francisco Hernandez SSN:									
	86.00	970.94	.00	.00	60.20	14.08	.00	7.44	.00	889.22
053	Jose L Reynoso Rodriguez SSN:									
	86.00	970.94	.00	19.02	60.20	14.08	14.42	7.43	.00	855.79
054	Ranulfo Lopez SSN:									
	86.00	970.94	.00	11.32	60.20	14.08	14.03	7.42	.00	863.89

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 99
Status: Calculated
Date: 05/22/2015
Created By: LISA 05/20/2015 16:35:17

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10426

Period Override:
Pay Period From: 05/06/2015
Pay Period Thru: 05/12/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
057	Conrrado Perez Vasquez SSN:									
	86.00	970.94	.00	11.32	60.20	14.08	14.03	7.43	.00	863.88
063	Jorge Escovar SSN:									
	86.00	970.94	.00	103.09	60.20	14.08	17.56	7.43	.00	768.58
064	Roberto Hernandez SSN:									
	86.00	970.94	.00	103.09	60.20	14.08	17.56	7.43	.00	768.58
097	Tomas Perez SSN:									
	61.25	693.58	.00	6.67	43.00	10.06	9.64	5.29	.00	618.92
Total:	2,169.00	24,566.32	.00	718.46	1,523.26	356.24	252.66	187.92	.00	21,529.78

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 100
tatus: Calculated
ate: 05/22/2015
reated By: LISA 05/20/2015 16:54:02

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10453

Period Override:
Pay Period From: 05/06/2015
Pay Period Thru: 05/12/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
000 Agustin Hernandez SSN: [redacted]										
	84.25	1,969.98	.00	212.45	122.14	28.57	56.82	15.06	.00	1,534.94
Total:	84.25	1,969.98	.00	212.45	122.14	28.57	56.82	15.06	.00	1,534.94

Voided original check
forgot to add commission

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

H2A

n: 98
tus: Calculated
te: 05/22/2015
eated By: LISA 05/20/2015 16:25:04

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10407

Period Override:
Pay Period From: 05/06/2015
Pay Period Thru: 05/12/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
024	Carlos Cruz Reyes SSN:									
	74.00	783.08	59.12	.00	.00	.00	.00	.00	.00	842.20
025	Yreneo C Lopez Carrera SSN:									
	78.00	840.34	43.99	.00	.00	.00	.00	.00	.00	884.33
026	Saul Sanchez Villasenor SSN:									
	75.75	805.43	56.53	.00	.00	.00	.00	.00	.00	861.96
027	Ruben Leon Hernandez SSN:									
	75.75	805.43	56.53	.00	.00	.00	.00	.00	.00	861.96
028	Modesto E Lopez Carrera SSN: - -									
	77.75	833.44	49.49	.00	.00	.00	.00	.00	.00	882.93
029	Amadeo Gonzalez Jaimes SSN: - -									
	86.00	933.84	39.22	.00	.00	.00	.00	.00	.00	973.06
030	Mateo Rios Bautista SSN:									
	77.75	825.05	59.98	.00	.00	.00	.00	.00	.00	885.03
031	German Arias Maya SSN:									
	75.50	802.85	56.28	.00	.00	.00	.00	.00	.00	859.13
2032	Geovani de Jesus Del Angel Salas SSN: - -									
	78.00	827.29	60.56	.00	.00	.00	.00	.00	.00	887.85
2033	Francisco J Pinon Rangel SSN:									
	77.75	825.05	59.98	.00	.00	.00	.00	.00	.00	885.03
2034	Cesar Martinez Arellano SSN: - -									
	84.25	911.49	41.81	.00	.00	.00	.00	.00	.00	953.30
2036	Alejandro Sanchez Villasenor SSN: - -									
	77.50	822.87	59.03	.00	.00	.00	.00	.00	.00	881.90
2037	Eduardo De La Cruz Martinez SSN:									
	77.75	825.05	59.98	.00	.00	.00	.00	.00	.00	885.03
2038	Armando Rodriguez Jaimes SSN:									
	81.25	872.28	50.43	.00	.00	.00	.00	.00	.00	922.71
2055	Efrain Martinez Arellano SSN:									
	74.00	783.08	59.12	.00	.00	.00	.00	.00	.00	842.20
2056	Humberto Zavala Jaimes SSN:									
	76.00	808.30	56.58	.00	.00	.00	.00	.00	.00	864.88
2071	Jose D Islas Larraga SSN: - -									
	79.50	861.99	39.22	.00	.00	.00	.00	.00	.00	901.21
2073	Jose Martinez Paulino SSN:									
	78.00	827.29	60.56	.00	.00	.00	.00	.00	.00	887.85
2081	Demetrio Garcia Olarte SSN: - -									
	69.25	727.37	59.12	.00	.00	.00	.00	.00	.00	786.49
Total	1,473.75	15,721.52	1,027.53	.00	.00	.00	.00	.00	.00	16,749.05

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 109
Status: Calculated
Date: 05/29/2015
Created By: LISA 05/27/2015 10:05:20

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10506

Period Override
Pay Period From: 05/13/2015
Pay Period Thru: 05/19/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2000	Agustin Hernandez SSN:									
	82.50	931.42	.00	51.01	57.75	13.50	15.17	7.12	.00	786.87
2001	Alfredo L Silva SSN:									
	79.75	900.33	.00	27.34	55.82	13.06	16.08	6.89	.00	781.14
2002	Fredlberto Villasenor SSN:									
	73.00	824.17	.00	.00	51.10	11.95	.00	6.30	.00	754.82
2003	Ricardo Arias SSN:									
	84.00	948.40	.00	76.64	58.80	13.75	16.28	7.26	.00	775.67
2004	Francisco A Ibanez SSN:									
	81.50	920.12	.00	.00	57.04	13.34	.00	7.04	.00	842.70
2005	Jose Erick Jimenez Osornio SSN:									
	78.00	880.65	.00	54.93	54.60	12.77	15.69	6.73	.00	735.93
2007	Adan Raya Garcia SSN:									
	71.75	810.07	.00	.00	50.22	11.75	.00	6.18	.00	741.92
2008	Octavio Vargas Vargas SSN:									
	61.50	694.35	.00	6.74	43.05	10.07	11.96	5.32	.00	617.21
2009	Felix Arturo Hernandez Hernandez SSN:									
	78.25	883.48	.00	.00	54.78	12.81	.00	6.75	.00	809.14
2010	Carlos Silva Llaguno SSN:									
	76.00	858.03	.00	40.00	53.20	12.45	15.24	6.58	.00	730.56
2011	Andres Silva Llaguno SSN:									
	74.25	838.26	.00	37.04	51.97	12.15	14.84	6.41	.00	715.85
2013	Fabian Hernandez SSN:									
	80.00	903.26	.00	.00	56.01	13.10	.00	6.92	.00	827.23
2014	Martin Carrera Cortez SSN:									
	78.00	880.65	.00	17.68	54.60	12.77	13.00	6.74	.00	775.86
2015	Jose L Pinon SSN:									
	76.25	860.91	.00	15.71	53.38	12.48	12.60	6.58	.00	760.16
2016	Valentin Martinez Antonio SSN:									
	85.00	959.66	.00	43.71	59.50	13.91	15.35	7.35	.00	819.84
2017	David Castaneda SSN:									
	73.50	829.82	.00	.00	51.45	12.03	.00	6.37	.00	759.97
2018	Leny Velasquez SSN:									
	78.00	880.65	.00	.00	54.60	12.77	.00	6.73	.00	806.55
2019	Reymundo Lara Amador SSN:									
	71.75	810.07	.00	.00	50.22	11.75	.00	6.19	.00	741.91
2021	Carmelino Santi Lopez SSN:									
	80.50	908.80	.00	.00	56.35	13.18	00	6.93	00	832.34
2022	Francisco Hernandez SSN:									
	80.50	908.89	.00	.00	56.35	13.18	00	6.95	00	832.41
2053	Jose L Reynoso Rodriguez SSN:									
	79.00	891.84	.00	11.11	55.30	12.93	12.84	6.82	00	792.84
2054	Ranulfo Lopez SSN:									
	80.50	908.95	.00	5.13	56.36	13.18	12.79	6.96	00	814.53
2057	Conrrado Perez Vasquez SSN:									
	75.50	852.35	.00	.00	52.85	12.36	11.66	6.51	00	768.97

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 109
Status: Calculated
Date: 05/29/2015
Created By: LISA 05/27/2015 10:05:20

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10506

Period Override:
Pay Period From: 05/13/2015
Pay Period Thru: 05/19/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2063	Jorge Escovar SSN:									
	80.50	908.84	.00	.00	56.35	13.17	.00	6.95	.00	832.36
2064	Roberto Hernandez SSN:									
	74.00	835.43	.00	82.77	51.80	12.11	14.79	6.39	.00	667.57
2098	Brian H Hernandez SSN:									
	10.25	115.72	.00	7.15	7.17	1.68	1.74	.88	.00	97.10
2102	Domingo Perez Lopez SSN:									
	20.50	231.45	.00	.00	14.35	3.36	.00	1.78	.00	211.96
2103	Jose D Cruz SSN:									
	20.50	231.45	.00	.00	14.35	3.36	.00	1.78	.00	211.96
2104	Javier Cruz Lopez SSN:									
	17.00	191.94	.00	.00	11.90	2.78	.00	1.46	.00	175.80
2105	Rufino Hernandez Perez SSN:									
	20.50	231.45	.00	.00	14.35	3.36	.00	1.78	.00	211.96
2106	Ricardo Lopez Cruz SSN:									
	20.50	231.45	.00	.00	14.35	3.36	.00	1.78	.00	211.96
2107	Victor Lopez Cruz SSN:									
	20.50	231.45	.00	.00	14.35	3.36	.00	1.78	.00	211.96
Total:	2,063.25	23,294.31	.00	476.96	1,444.27	337.78	200.03	176.22	.00	20,657.05

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 108
Status: Completed
Date: 05/29/2015
Created By: LISA 05/27/2015 09:57:46

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10487

Period Override:
Pay Period From: 05/13/2015
Pay Period Thru: 05/19/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2024	**Carlos Cruz Reyes SSN:**									
10487	71.75	643.10	166.97	.00	.00	.00	.00	.00	.00	810.07
2025	**Yreneo C Lopez Carrera SSN:**									
10488	74.25	690.21	148.15	.00	.00	.00	.00	.00	.00	838.36
2026	**Saul Sanchez Villasenor SSN:**									
10489	94.00	1,025.92	35.37	.00	.00	.00	.00	.00	.00	1,061.29
2027	**Ruben Leon Hernandez SSN:**									
10490	84.00	913.03	35.37	.00	.00	.00	.00	.00	.00	948.40
2028	**Modesto E Lopez Carrera SSN: - -**									
10491	71.75	643.10	166.97	.00	.00	.00	.00	.00	.00	810.07
2029	**Amadeo Gonzalez Jaimes SSN: - -**									
10492	80.25	808.02	98.08	.00	.00	.00	.00	.00	.00	906.10
2030	**Mateo Rios Bautista SSN:**									
10493	74.00	664.63	170.83	.00	.00	.00	.00	.00	.00	835.46
2031	**German Arias Maya SSN:**									
10494	84.00	913.03	35.37	.00	.00	.00	.00	.00	.00	948.40
2032	**Geovani de Jesus Del Angel Salas SSN: - -**									
10495	73.50	658.99	170.83	.00	.00	.00	.00	.00	.00	829.82
2033	**Francisco J Pinon Rangel SSN:**									
10496	73.50	658.99	170.83	.00	.00	.00	.00	.00	.00	829.82
2034	**Cesar Martinez Arellano SSN: - -**									
10497	71.75	643.10	166.97	.00	.00	.00	.00	.00	.00	810.07
2036	**Alejandro Sanchez Villasenor SSN: - -**									
10498	77.50	713.12	161.85	.00	.00	.00	.00	.00	.00	874.97
2037	**Eduardo De La Cruz Martinez SSN:**									
10499	73.50	658.99	170.83	.00	.00	.00	.00	.00	.00	829.82
2038	**Armando Rodriguez Jaimes SSN:**									
10500	84.75	851.98	104.84	.00	.00	.00	.00	.00	.00	956.82
2055	**Efrain Martinez Arellano SSN:**									
10501	80.00	748.35	154.90	.00	.00	.00	.00	.00	.00	903.25
2056	**Humberto Zavala Jaimes SSN:**									
10502	80.50	810.46	98.44	.00	.00	.00	.00	.00	.00	908.90
2071	**Jose D Islas Larraga SSN: - -**									
10503	84.00	913.03	35.37	.00	.00	.00	.00	.00	.00	948.40
2073	**Jose Martinez Paulino SSN:**									
10504	73.50	658.99	170.83	.00	.00	.00	.00	.00	.00	829.82
2081	**Demetrio Garcia Olarte SSN: - -**									
10505	71.75	643.10	166.97	.00	.00	.00	.00	.00	.00	810.07
Total	1,478.25	14,260.14	2,429.77	.00	.00	.00	.00	.00	.00	16,689.91

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 154
Status: Completed
Date: Jun 19,2015
Created By: LISA Jun 17,2015 15:34:56

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10972

Period Override:
Pay Period From: Jun 03,2015
Pay Period Thru: Jun 09,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
10972	76.75	882.64	.00	43.69	54.73	12.79	14.19	6.74	.00	750.50
2000	Agustin Hernandez SSN:									
10973	85.25	1,993.86	.00	218.42	123.62	28.91	58.28	15.27	.00	1,549.36
2001	Alfredo L Silva SSN:									
10974	69.75	787.48	.00	16.06	48.83	11.42	13.83	6.03	.00	691.31
2002	Fredlberto Villasenor SSN:									
10975	76.25	911.72	.00	.00	56.53	13.22	.00	6.97	.00	835.00
2003	Ricardo Arias SSN:									
10976	75.75	855.22	.00	62.66	53.02	12.40	14.41	6.56	.00	706.17
2004	Francisco A Ibanez SSN:									
10977	74.25	979.08	.00	.00	60.71	14.20	.00	7.48	.00	896.69
2005	Jose Erick Jimenez Osornio SSN:									
10978	75.50	852.40	.00	50.70	52.85	12.36	15.13	6.53	.00	714.83
2007	Adan Raya Garcia SSN:									
10979	75.50	852.39	.00	.00	52.85	12.36	.00	6.51	.00	780.67
2008	Octavio Vargas Vargas SSN:									
10980	67.24	759.14	.00	13.22	47.06	11.01	13.26	5.81	.00	668.78
2009	Felix Arturo Hernandez Hernandez SSN:									
10981	73.25	849.36	.00	.00	52.66	12.32	.00	6.49	.00	777.89
2010	Carlos Silva Llaguno SSN:									
10982	79.75	900.39	.00	46.36	55.83	13.05	16.08	6.89	.00	762.18
2011	Andres Silva Llaguno SSN:									
10983	77.24	889.66	.00	44.75	55.16	12.90	15.87	6.81	.00	754.17
2013	Fabian Hernandez SSN:									
10984	75.98	857.85	.00	.00	53.19	12.44	.00	6.56	.00	785.66
2014	Martin Carrera Cortez SSN:									
10985	76.75	891.37	.00	18.75	55.27	12.93	13.21	6.83	.00	784.38
2015	Jose L Pinon SSN:									
10986	70.25	793.16	.00	8.93	49.18	11.50	11.25	6.06	.00	706.24
2016	Valentin Martinez Antonio SSN:									
10987	74.25	979.09	.00	46.62	60.70	14.19	15.74	7.48	.00	834.36
2017	David Castaneda SSN:									
10988	74.25	979.07	.00	.00	60.70	14.20	.00	7.48	.00	896.69
2018	Leny Velasquez SSN:									
10989	74.49	981.78	.00	.00	60.87	14.23	.00	7.51	.00	899.17
2019	Reymundo Lara Amador SSN:									
10990	74.25	979.07	.00	.00	60.70	14.20	.00	7.49	.00	896.68
2021	Carmelino Santi Lopez SSN:									
10991	76.25	883.18	.00	.00	54.76	12.81	.00	6.76	.00	808.85
2022	Francisco Hernandez SSN:									
10992	75.50	852.40	.00	.00	52.85	12.36	.00	6.52	.00	780.67
2053	Jose L Reynoso Rodriguez SSN:									
10993	75.50	852.40	.00	7.16	52.85	12.36	12.05	6.53	.00	761.45
2054	Ranulfo Lopez SSN:									
10994	74.25	976.74	.00	12.10	60.68	14.19	14.19	7.48	.00	870.10

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 154
tatus: Completed
ate: Jun 19,2015
reated By: LISA Jun 17,2015 15:34:56

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10972

Period Override:
Pay Period From: Jun 03,2015
Pay Period Thru: Jun 09,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
057	Conrrado Perez Vasquez SSN:									
0995	76.50	886.00	.00	2.83	54.93	12.85	12.34	6.78	.00	796.27
063	Jorge Escovar SSN:									
0996	76.49	885.90	.00	.00	54.93	12.84	.00	6.79	.00	811.34
064	Roberto Hernandez SSN:									
10997	75.99	857.96	.00	86.15	53.19	12.44	15.24	6.57	.00	684.37
098	Brian H Hernandez SSN:									
10998	23.25	262.48	.00	23.87	16.28	3.81	3.94	2.01	.00	212.57
102	Domingo Perez Lopez SSN:									
10999	75.50	852.40	.00	.00	52.85	12.36	.00	6.52	.00	780.67
2103	Jose D Cruz SSN:									
11000	75.50	852.40	.00	.00	52.85	12.36	.00	6.52	.00	780.67
2104	Javier Cruz Lopez SSN:									
11001	75.50	852.40	.00	.00	52.85	12.36	.00	6.51	.00	780.68
2105	Rufino Hernandez Perez SSN:									
11002	75.50	852.40	.00	.00	52.85	12.36	.00	6.54	.00	780.65
2106	Ricardo Lopez Cruz SSN:									
11003	74.25	979.09	.00	.00	60.71	14.20	.00	7.47	.00	896.71
2107	Victor Lopez Cruz SSN:									
11004	75.50	852.40	.00	.00	52.85	12.36	.00	6.53	.00	780.66
2110	Salvador B Rodriguez Velasquez SSN:									
11005	76.75	891.38	.00	.00	55.27	12.93	.00	6.80	.00	816.38
2111	Jeiner A Rodriguez Velasquez SSN:									
11006	76.74	891.37	.00	.00	55.27	12.93	.00	6.81	.00	816.36
2112	Jose Raya SSN:									
11007	75.50	852.42	.00	.00	52.85	12.36	.00	6.54	.00	780.67
2113	Elias Reynoso Rodriguez SSN:									
11008	76.00	858.02	.00	.00	53.19	12.44	.00	6.56	.00	785.83
2114	Adonias O Reynoso SSN:									
11009	76.74	891.40	.00	.00	55.27	12.93	.00	6.80	.00	816.40
2134	Esdras Velasquez SSN:									
11010	88.74	1,026.89	.00	.00	63.66	14.89	.00	7.86	.00	940.48
2135	Eusebio Asencion Flores SSN:									
11011	74.00	861.81	.00	.00	53.44	12.50	.00	6.60	.00	789.27
2137	Ramiro Perez SSN:									
11012	88.50	1,021.43	.00	.00	63.33	14.81	.00	7.82	.00	935.47
2139	Matias Ramirez SSN:									
11013	31.50	366.90	.00	.00	22.75	5.32	4.06	2.81	.00	331.96
Total:	3,098.65	37,336.50	.00	702.27	2,314.92	541.40	263.07	285.63	.00	33,229.21

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 152
Status: Calculated
Date: 06/19/2015
Created By: LISA 06/17/2015 15:05:45

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10909

Period Override:
Pay Period From: 06/03/2015
Pay Period Thru: 06/09/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2162	Nocolas Vallejo Rojas SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2024	Carlos Cruz Reyes SSN:									
	76.24	716.75	166.34	.00	.00	.00	.00	.00	.00	883.09
2025	Yreneo C Lopez Carrera SSN:									
	76.26	709.97	173.27	.00	.00	.00	.00	.00	.00	883.24
2026	Saul Sanchez Villasenor SSN:									
	76.50	653.09	210.58	.00	.00	.00	.00	.00	.00	863.67
2027	Ruben Leon Hernandez SSN:									
	78.01	724.97	179.04	.00	.00	.00	.00	.00	.00	904.01
2028	Modesto E Lopez Carrera SSN:									
	76.51	710.90	175.19	.00	.00	.00	.00	.00	.00	886.09
2029	Amadeo Gonzalez Jaimes SSN: - -									
	76.76	724.97	166.55	.00	.00	.00	.00	.00	.00	891.52
2030	Mateo Rios Bautista SSN:									
	75.50	743.19	109.21	.00	.00	.00	.00	.00	.00	852.40
2031	German Arias Maya SSN:									
	75.50	783.07	69.34	.00	.00	.00	.00	.00	.00	852.41
2032	Geovani de Jesus Del Angel Salas SSN:									
	75.50	743.36	109.05	.00	.00	.00	.00	.00	.00	852.41
2033	Francisco J Pinon Rangel SSN:									
	75.50	743.19	109.21	.00	.00	.00	.00	.00	.00	852.40
2034	Cesar Martinez Arellano SSN: - -									
	74.25	909.71	69.38	.00	.00	.00	.00	.00	.00	979.09
2036	Alejandro Sanchez Villasenor SSN:									
	77.50	714.81	186.27	.00	.00	.00	.00	.00	.00	901.08
2037	Eduardo De La Cruz Martinez SSN:									
	75.25	742.64	106.95	.00	.00	.00	.00	.00	.00	849.59
2038	Armando Rodriguez Jaimes SSN:									
	75.99	705.57	152.41	.00	.00	.00	.00	.00	.00	857.98
2055	Efrain Martinez Areliano SSN:									
	74.25	909.39	69.38	.00	.00	.00	.00	.00	.00	978.77
2056	Humberto Zavala Jaimes SSN:									
	75.50	782.69	69.71	.00	.00	.00	.00	.00	.00	852.40
2071	Jose D Islas Larraga SSN: - -									
	75.50	782.74	69.64	.00	.00	.00	.00	.00	.00	852.38
2073	Jose Martinez Paulino SSN:									
	75.50	743.19	109.21	.00	.00	.00	.00	.00	.00	852.40
2081	Demetrio Garcia Olarte SSN: - -									
	76.50	719.83	166.16	.00	.00	.00	.00	.00	.00	885.99
2115	Alfredo Galindo Reyes SSN: - -									
	76.23	665.07	195.62	.00	.00	.00	.00	.00	.00	860.69
2116	Carlos E Magallanes Hernandez SSN: - -									
	76.97	671.55	197.53	.00	.00	.00	.00	.00	.00	869.08
2117	David Flores Flores SSN: - -									
	76.98	671.53	197.60	.00	.00	.00	.00	.00	.00	869.13

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 152
Status: Calculated
Date: 05/19/2015
Created By: LISA 06/17/2015 15:05:45

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10909

Period Override:
Pay Period From: 06/03/2015
Pay Period Thru: 06/09/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2118	Eliseo Aguilar Caldera SSN: - -									
	76.23	664.86	195.82	.00	.00	.00	.00	.00	.00	860.68
2119	Soto Mendoza SSN: - -									
	75.99	662.08	195.86	.00	.00	.00	.00	00	.00	857.94
2120	Gabriel Lugo Morales SSN: - -									
	76.24	652.42	208.38	.00	.00	.00	.00	.00	.00	860.80
2121	Griseldo Cervantes Aguilar SSN: - -									
	75.98	661.46	196.38	00	.00	.00	.00	.00	.00	857.84
2122	Honorato Galindo Cervantes SSN: - -									
	73.72	656.14	176.25	.00	.00	.00	.00	.00	.00	832.39
2123	Irineo Aguilar Marques SSN: - -									
	75.98	662.13	195.72	00	.00	.00	.00	.00	.00	857.85
2124	J Santos Soto Gurrola SSN: - -									
	76.23	650.90	209.80	00	.00	.00	.00	.00	.00	860.70
2125	Juan E Galindo Cervantes SSN: - -									
	75.98	662.10	195.76	.00	.00	.00	.00	.00	.00	857.86
2126	Juan M Cumplido Aguilar SSN: - -									
	75.98	661.84	196.01	.00	.00	.00	.00	.00	.00	857.85
2127	Manuel Martinez Cervantes SSN: - -									
	76.48	666.56	196.96	.00	.00	.00	.00	.00	.00	862.52
2128	Norberto Garcia Cervantes SSN: - -									
	70.48	599.67	196.12	.00	.00	.00	.00	.00	00	795.79
2129	Oscar J Blanco Aguilar SSN: - -									
	76.49	666.17	197.43	.00	.00	00	.00	.00	.00	862.60
2130	Rafael Cervantes Cumplido SSN: - -									
	76.24	664.86	195.89	.00	.00	.00	.00	.00	.00	860.75
2131	Rogelio De La Cruz Morales SSN: - -									
	76.23	652.23	208.47	.00	.00	.00	.00	.00	.00	860.70
2132	Trinidad Aguilar Soto SSN: - -									
	76.22	652.36	208.26	.00	.00	.00	.00	.00	.00	860.62
2140	Pedro Chargoy Escudero SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2141	Alvaro Vargas Venegas SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	00	.00	.00	369.75
2142	Aramndo Tapia Barbosa SSN: - -									
	11.00	124.19	00	.00	.00	.00	.00	.00	.00	124.19
2143	Alejandro Romero Arrendondo SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2144	Jose L Silva Lopez SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2146	Gustavo Cuellar Romero SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	00	00	369.75
2148	Jorge L Garcia Raya SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2149	Martin Hurtado Olvera SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 152
Status: Calculated
Date: 06/19/2015
Created By: LISA 06/17/2015 15:05:45

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 10909

Period Override:
Pay Period From: 06/03/2015
Pay Period Thru: 06/09/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2150	Manuel Garcia Delgado SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2152	Luis A Hernandez Zavala SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2153	Luis A Luna Gonzalez SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2154	Adan Godinez Barcenas SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2155	Nicolas Arroyo Alonso SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2156	Jose M Jacobo Ramirez SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2157	Erick G Garcia Cardos SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2159	Juan Ramirez Chavez SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2160	Miguel A Elizondo Soto SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2161	Pedro Zavalz Almanza SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2164	Rodrigo Raya Tapia SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2165	Vicente Lara Amador SSN: - -									
	27.50	450.70	.00	.00	.00	.00	.00	.00	.00	450.70
2166	Omar Garcia Ramiez SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2167	Dario Morales Acosta SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
2168	Armando Guillen Segovia SSN: - -									
	32.75	354.23	15.52	.00	.00	.00	.00	.00	.00	369.75
2169	Jose M Villasenor Vargas SSN: - -									
	30.00	352.78	.00	.00	.00	.00	.00	.00	.00	352.78
2170	Ricardo Santoyo Castro SSN: - -									
	32.00	361.28	.00	.00	.00	.00	.00	.00	.00	361.28
Total:	3,620.67	35,260.47	6,216.99	.00	.00	.00	.00	.00	.00	41,477.46

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 169
Status: Completed
Date: Jun 26,2015
Created By: LISA Jun 24,2015 17:28:37

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 11168

Period Override:
Pay Period From: Jun 10,2015
Pay Period Thru: Jun 16,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
11168	76.51	879.89	.00	43.28	54.55	12.76	14.14	6.73	.00	748.43
2000	Agustin Hernandez SSN:									
11169	81.75	3,464.05	.00	588.46	214.77	50.23	152.48	26.50	.00	2,431.61
2001	Alfredo L Silva SSN:									
11170	69.75	787.48	.00	16.06	48.82	11.42	13.83	6.02	.00	691.33
2002	Frediberto Villasenor SSN:									
11171	74.49	847.78	.00	.00	52.56	12.29	.00	6.49	.00	776.44
2003	Ricardo Arias SSN:									
11173	75.75	855.57	.00	62.71	53.05	12.40	14.42	6.54	.00	706.45
2004	Francisco A Ibanez SSN:									
11174	73.24	1,078.80	.00	.00	66.88	15.64	.00	8.26	.00	988.02
2005	Jose Erick Jimenez Osornio SSN:									
11175	75.50	852.86	.00	50.77	52.88	12.37	15.13	6.52	.00	715.19
2007	Adan Raya Garcia SSN:									
11176	73.75	832.77	.00	.00	51.63	12.08	.00	6.37	.00	762.69
2008	Octavio Vargas Vargas SSN:									
11178	74.26	838.40	.00	21.15	51.99	12.16	14.85	6.40	.00	731.85
2009	Felix Arturo Hernandez Hernandez SSN:									
11179	75.75	856.79	.00	.00	53.12	12.42	.00	6.56	.00	784.69
2010	Carlos Silva Llaguno SSN:									
11180	75.73	855.15	.00	39.57	53.02	12.40	15.18	6.54	.00	728.44
2011	Andres Silva Llaguno SSN:									
11181	75.78	862.46	.00	40.67	53.47	12.51	15.33	6.61	.00	733.87
2013	Fabian Hernandez SSN:									
11182	74.25	838.36	.00	.00	51.98	12.16	.00	6.42	.00	767.80
2014	Martin Carrera Cortez SSN:									
11183	74.99	853.89	.00	15.00	52.94	12.38	12.46	6.53	.00	754.58
2015	Jose L Pinon SSN:									
11184	78.51	886.29	.00	18.24	54.95	12.86	13.11	6.79	.00	780.34
2016	Valentin Martinez Antonio SSN:									
11185	73.01	1,076.09	.00	61.17	66.72	15.61	17.80	8.23	.00	906.56
2017	David Castaneda SSN:									
11186	74.00	1,084.91	.00	.00	67.26	15.73	.00	8.30	.00	993.62
2018	Leny Velasquez SSN:									
11187	73.25	1,078.88	.00	.00	66.89	15.64	.00	8.26	.00	988.09
2019	Reymundo Lara Amador SSN:									
11188	73.00	1,076.07	.00	.00	66.72	15.60	.00	8.23	.00	985.52
2021	Carmelino Santi Lopez SSN:									
11189	74.52	848.30	.00	.00	52.60	12.30	.00	6.48	.00	776.92
2022	Francisco Hernandez SSN:									
11191	73.74	832.66	.00	.00	51.63	12.08	.00	6.37	.00	762.58
2053	Jose L Reynoso Rodriguez SSN:									
11193	75.00	847.17	.00	6.64	52.52	12.28	11.94	6.47	.00	757.32
2054	Ranulfo Lopez SSN:									
11194	73.25	1,078.89	.00	22.12	66.89	15.64	16.19	8.26	.00	949.79

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 169
Status: Completed
Date: Jun 26,2015
Created By: LISA Jun 24,2015 17:28:37

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 11168

Period Override:
Pay Period From: Jun 10,2015
Pay Period Thru: Jun 16,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN:									
11195	52.47	599.72	.00	.00	37.18	8.69	6.61	4.60	.00	542.64
2063	Jorge Escovar SSN:									
11196	74.50	848.13	.00	.00	52.58	12.30	.00	6.49	.00	776.76
2064	Roberto Hernandez SSN:									
11198	73.75	832.71	.00	82.36	51.63	12.08	14.73	6.37	.00	665.54
2098	Brian H Hernandez SSN:									
11200	19.99	225.74	.00	18.36	13.99	3.27	3.39	1.71	.00	185.02
2102	Domingo Perez Lopez SSN:									
11201	73.76	832.72	.00	.00	51.63	12.07	.00	6.38	.00	762.64
2103	Jose D Cruz SSN:									
11203	73.75	832.71	.00	.00	51.63	12.07	.00	6.36	.00	762.65
2104	Javier Cruz Lopez SSN:									
11205	74.00	835.54	.00	.00	51.80	12.11	.00	6.41	.00	765.22
2105	Rufino Hernandez Perez SSN:									
11207	73.75	832.70	.00	.00	51.63	12.07	.00	6.36	.00	762.64
2106	Ricardo Lopez Cruz SSN:									
11208	73.50	1,080.43	.00	.00	66.98	15.66	.00	8.27	.00	989.52
2107	Victor Lopez Cruz SSN:									
11209	73.99	835.51	.00	.00	51.80	12.11	.00	6.39	.00	765.21
2110	Salvador B Rodriguez Velasquez SSN:									
11211	74.49	848.14	.00	.00	52.58	12.30	.00	6.50	.00	776.76
2111	Jeiner A Rodriguez Velasquez SSN:									
11213	74.49	848.13	.00	.00	52.58	12.29	.00	6.50	.00	776.76
2112	Jose Raya SSN:									
11215	74.01	836.60	.00	.00	51.87	12.14	.00	6.39	.00	766.20
2113	Elias Reynoso Rodriguez SSN:									
11216	74.01	835.61	.00	.00	51.81	12.12	.00	6.40	.00	765.28
2114	Adonias O Reynoso SSN:									
11217	74.50	848.20	.00	.00	52.59	12.30	.00	6.50	.00	776.81
2134	Esdras Velasquez SSN:									
11219	73.74	834.14	.00	.00	51.72	12.09	.00	6.38	.00	763.95
2135	Eusebio Asencion Flores SSN:									
11221	74.47	848.09	.00	.00	52.58	12.29	.00	6.48	.00	776.74
2137	Ramiro Perez SSN:									
11223	74.48	848.13	.00	.00	52.58	12.29	.00	6.48	.00	776.78
2139	Matias Ramirez SSN:									
11225	69.49	791.39	.00	24.14	49.06	11.48	11.98	6.05	.00	688.68
2176	Delmar Cruz SSN:									
11227	21.75	245.60	.00	8.02	15.23	3.56	3.68	1.87	.00	213.24
2177	Antonio Cruz Perez SSN:									
11228	21.75	245.59	.00	8.02	15.23	3.56	3.68	1.87	.00	213.23
Total:	3,090.42	39,299.04	.00	1,126.74	2,436.52	569.81	370.93	300.64	.00	34,494.40

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

:un: 168
tatus: Processed
ate: 06/26/2015
:reated By: LISA 06/24/2015 17:13:36

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 11096

Period Override:
Pay Period From: 06/10/2015
Pay Period Thru: 06/16/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
:024	Carlos Cruz Reyes SSN:									
11096	63.74	580.03	145.25	.00	.00	.00	.00	.00	.00	725.28
2025	Yreneo C Lopez Carrera SSN:									
11097	74.25	700.55	144.82	.00	.00	.00	.00	.00	.00	845.37
2026	Saul Sanchez Villasenor SSN:									
11099	76.50	669.33	194.39	.00	.00	.00	.00	.00	.00	863.72
2027	Ruben Leon Hernandez SSN:									
11100	75.23	710.57	145.65	.00	.00	.00	.00	.00	.00	856.22
2028	Modesto E Lopez Carrera SSN:									
11102	74.25	700.65	144.75	.00	.00	.00	.00	.00	.00	845.40
2029	Amadeo Gonzalez Jaimes SSN: - -									
11104	74.52	702.95	145.36	.00	.00	.00	.00	.00	.00	848.31
2030	Mateo Rios Bautista SSN:									
11106	74.02	760.99	75.62	.00	.00	.00	.00	.00	.00	836.61
2031	German Arias Maya SSN:									
11107	74.00	740.32	96.25	.00	.00	.00	.00	.00	.00	836.57
2032	Geovani de Jesus Del Angel Salas SSN:									
11108	63.52	662.37	55.68	.00	.00	.00	.00	.00	.00	718.05
2033	Francisco J Pinon Rangel SSN:									
11109	74.00	761.23	75.40	.00	.00	.00	.00	.00	.00	836.63
2034	Cesar Martinez Arellano SSN: - -									
11110	73.01	1,006.87	69.24	.00	.00	.00	.00	.00	.00	1,076.11
2036	Alejandro Sanchez Villasenor SSN:									
11111	75.49	722.71	147.79	.00	.00	.00	.00	.00	.00	870.50
2037	Eduardo De La Cruz Martinez SSN:									
11113	74.00	760.83	75.69	.00	.00	.00	.00	.00	.00	836.52
2038	Armando Rodriguez Jaimes SSN:									
11114	81.27	729.90	187.55	.00	.00	.00	.00	.00	.00	917.45
2055	Efrain Martinez Arellano SSN:									
11115	73.00	1,006.89	69.16	.00	.00	.00	.00	.00	.00	1,076.05
2056	Humberto Zavala Jaimes SSN:									
11116	73.99	761.01	75.52	.00	.00	.00	.00	.00	.00	836.53
2073	Jose Martinez Paulino SSN:									
11117	73.75	758.26	75.47	.00	.00	.00	.00	.00	.00	833.73
2081	Demetrio Garcia Olarte SSN: - -									
11118	63.74	580.10	145.17	.00	.00	.00	.00	.00	.00	725.27
2115	Alfredo Galindo Reyes SSN: - -									
11119	71.25	705.07	99.36	.00	.00	.00	.00	.00	.00	804.43
2116	Carlos E Magallanes Hernandez SSN: - -									
11120	66.25	648.53	99.46	.00	.00	.00	.00	.00	.00	747.99
2117	David Flores Flores SSN: - -									
11121	73.99	628.90	206.55	.00	.00	.00	.00	.00	.00	835.45
2118	Eliseo Aguilar Caldera SSN: - -									
11122	72.99	690.58	133.59	.00	.00	.00	.00	.00	.00	824.17
2119	Esteban Mendoza Soto SSN: - -									
11123	72.50	649.10	169.48	.00	.00	.00	.00	.00	.00	818.58

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 168
Status: Processed
Date: 06/26/2015
Created By: LISA 06/24/2015 17:13:36

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 11096

Period Override:
Pay Period From: 06/10/2015
Pay Period Thru: 06/16/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2120	Gabriel Lugo Morales SSN: - -									
11125	65.75	600.48	141.91	.00	.00	.00	.00	.00	.00	742.39
2121	Griseldo Cervantes Aguilar SSN: - -									
11126	74.00	660.35	175.18	.00	.00	.00	.00	.00	.00	835.53
2122	Honorato Galindo Cervantes SSN: - -									
11128	74.00	660.23	175.25	.00	.00	.00	.00	.00	.00	835.48
2123	Irineo Aguilar Marques SSN: - -									
11129	74.01	658.77	176.80	.00	.00	.00	.00	.00	.00	835.57
2124	J Santos Soto Gurrola SSN: - -									
11131	73.75	657.67	174.97	.00	.00	.00	.00	.00	.00	832.64
2125	Juan E Galindo Cervantes SSN: - -									
11133	63.25	583.45	130.71	.00	.00	.00	.00	.00	.00	714.16
2126	Juan M Cumplido Aguilar SSN: - -									
11134	65.75	600.57	141.80	.00	.00	.00	.00	.00	.00	742.37
2127	Manuel Martinez Cervantes SSN: - -									
11135	73.74	657.61	175.07	.00	.00	.00	.00	.00	.00	832.68
2128	Norberto Garcia Cervantes SSN: - -									
11137	74.00	695.99	139.51	.00	.00	.00	.00	.00	.00	835.50
2129	Oscar J Blanco Aguilar SSN: - -									
11138	70.75	692.94	105.85	.00	.00	.00	.00	.00	.00	798.79
2130	Rafael Cervantes Cumplido SSN: - -									
11139	72.25	646.45	169.31	.00	.00	.00	.00	.00	.00	815.76
2131	Rogelio De La Cruz Morales SSN: - -									
11141	65.50	597.94	141.60	.00	.00	.00	.00	.00	.00	739.54
2132	Trinidad Aguilar Soto SSN: - -									
11142	57.00	562.89	80.67	.00	.00	.00	.00	.00	.00	643.56
2140	Pedro Chargoy Escudero SSN: - -									
11143	74.00	761.07	75.50	.00	.00	.00	.00	.00	.00	836.57
2141	Alvaro Vargas Venegas SSN: - -									
11144	63.25	639.54	75.68	.00	.00	.00	.00	.00	.00	715.22
2142	Aramndo Tapia Barbosa SSN: - -									
11145	95.24	1,005.83	69.51	.00	.00	.00	.00	.00	.00	1,075.34
2143	Alejandro Romero Arrendondo SSN: - -									
11146	52.51	505.64	88.18	.00	.00	.00	.00	.00	.00	593.82
2144	Jose L Silva Lopez SSN: - -									
11147	52.50	538.19	55.62	.00	.00	.00	.00	.00	.00	593.81
2146	Gustavo Cuellar Romero SSN: - -									
11148	52.51	538.29	55.60	.00	.00	.00	.00	.00	.00	593.89
2148	Jorge L Garcia Raya SSN: - -									
11149	49.00	514.91	39.38	.00	.00	.00	.00	.00	.00	554.29
2149	Martin Hurtado Olvera SSN: - -									
11150	67.76	666.77	101.57	.00	.00	.00	.00	.00	.00	768.34
2152	Luis A Hernandez Zavala SSN: - -									
11151	74.25	737.23	102.16	.00	.00	.00	.00	.00	.00	839.39
2153	Luis A Luna Gonzalez SSN: - -									
11152	46.50	500.37	28.47	.00	.00	.00	.00	.00	.00	528.84

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

:un: 168
:tatus: Processed
late: 06/26/2015
:reated By: LISA 06/24/2015 17:13:36

Calendar Year: 2015 Quarter: 2
Bank: Elmer Bank Payroll Account
Start Check #: 11096

Period Override:
Pay Period From: 06/10/2015
Pay Period Thru: 06/16/2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
!154	Adan Godinez Barcenas SSN: - -									
11153	61.00	612.69	77.13	.00	.00	.00	.00	.00	.00	689.82
!155	Nicolas Arroyo Alonso SSN: - -									
11154	74.25	763.76	75.63	.00	.00	.00	.00	.00	.00	839.39
2156	Jose M Jacobo Ramirez SSN: - -									
11155	63.26	659.51	55.68	.00	.00	.00	.00	.00	.00	715.19
2157	Erick G Garcia Cardos SSN: - -									
11156	74.25	763.73	75.68	.00	.00	.00	.00	.00	.00	839.41
2159	Juan Ramirez Chavez SSN: - -									
11157	74.24	763.81	75.57	.00	.00	.00	.00	.00	.00	839.38
2160	Miguel A Elizondo Soto SSN: - -									
11158	51.51	522.09	59.41	.00	.00	.00	.00	.00	.00	581.50
2161	Pedro Zavalz Almanza SSN: - -									
11159	61.74	571.03	127.21	.00	.00	.00	.00	.00	.00	698.24
2162	Nocolas Vallejo Rojas SSN: - -									
11160	63.50	662.52	55.47	.00	.00	.00	.00	.00	.00	717.99
2164	Rodrigo Raya Tapia SSN: - -									
11161	63.25	639.45	75.72	.00	.00	.00	.00	.00	.00	715.17
2165	Vicente Lara Amador SSN: - -									
11162	72.99	1,006.80	69.17	.00	.00	.00	.00	.00	.00	1,075.97
2166	Omar Garcia Ramiez SSN: - -									
11163	74.50	766.69	75.57	.00	.00	.00	.00	.00	.00	842.26
2167	Dario Morales Acosta SSN: - -									
11164	69.75	707.65	80.94	.00	.00	.00	.00	.00	.00	788.59
2168	Armando Guillen Segovia SSN: - -									
11165	64.00	559.26	163.30	.00	.00	.00	.00	.00	.00	722.56
2169	Jose M Villasenor Vargas SSN: - -									
11166	63.75	607.73	117.50	.00	.00	.00	.00	.00	.00	725.23
2170	Ricardo Santoyo Castro SSN: - -									
11167	74.22	776.76	68.47	.00	.00	.00	.00	.00	.00	845.23
Total:	4,206.74	41,704.40	6,649.95	.00	.00	.00	.00	.00	.00	48,354.35

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

124

un: 182
tatus: Calculated
ate: Jul 03,2015
reated By: LISA Jul 01,2015 13:19:07

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11292

Period Override:
Pay Period From: Jun 17,2015
Pay Period Thru: Jun 23,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
024	Carlos Cruz Reyes SSN:									
	52.25	589.89	.00	.00	.00	.00	.00	.00	.00	589.89
025	Yreneo C Lopez Carrera SSN:									
	72.74	821.32	.00	.00	.00	.00	.00	.00	.00	821.32
026	Saul Sanchez Villasenor SSN:									
	74.00	835.49	.00	.00	.00	.00	.00	.00	.00	835.49
027	Ruben Leon Hernandez SSN:									
	73.49	829.75	.00	.00	.00	.00	.00	.00	.00	829.75
028	Modesto E Lopez Carrera SSN:									
	74.49	841.06	.00	.00	.00	.00	.00	.00	.00	841.06
029	Amadeo Gonzalez Jaimes SSN: - -									
	69.73	787.38	.00	.00	.00	.00	.00	.00	.00	787.38
030	Mateo Rios Bautista SSN:									
	61.76	697.22	.00	.00	.00	.00	.00	.00	.00	697.22
031	German Arias Maya SSN:									
	71.49	807.21	.00	.00	.00	.00	.00	.00	.00	807.21
032	Geovani de Jesus Del Angel Salas SSN:									
	71.49	807.13	.00	.00	.00	.00	.00	.00	.00	807.13
033	Francisco J Pinon Rangel SSN:									
	71.49	807.19	.00	.00	.00	.00	.00	.00	.00	807.19
034	Cesar Martinez Arellano SSN: - -									
	72.00	812.62	.00	.00	.00	.00	.00	.00	.00	812.62
036	Alejandro Sanchez Villasenor SSN:									
	73.52	829.92	.00	.00	.00	.00	.00	.00	.00	829.92
037	Eduardo De La Cruz Martinez SSN:									
	71.48	807.11	.00	.00	.00	.00	.00	.00	.00	807.11
038	Armando Rodriguez Jaimes SSN:									
	73.51	829.88	.00	.00	.00	.00	.00	.00	.00	829.88
055	Efrain Martinez Arellano SSN:									
	68.76	798.60	.00	.00	.00	.00	.00	.00	.00	798.60
056	Humberto Zavala Jaimes SSN:									
	71.48	807.10	.00	.00	.00	.00	.00	.00	.00	807.10
073	Jose Martinez Paulino SSN:									
	61.77	697.28	.00	.00	.00	.00	.00	.00	.00	697.28
081	Demetrio Garcia Olarte SSN: - -									
	69.74	787.42	.00	.00	.00	.00	.00	.00	.00	787.42
115	Alfredo Galindo Reyes SSN: - -									
	72.99	824.08	.00	.00	.00	.00	.00	.00	.00	824.08
116	Carlos E Magallanes Hernandez SSN: - -									
	73.24	826.91	.00	.00	.00	.00	.00	.00	.00	826.91
117	David Flores Flores SSN: - -									
	72.01	812.91	.00	.00	.00	.00	.00	.00	.00	812.91
118	Eliseo Aguilar Caldera SSN: - -									
	69.74	787.39	.00	.00	.00	.00	.00	.00	.00	787.39
119	Esteban Mendoza Soto SSN: - -									
	62.27	702.89	.00	.00	.00	.00	.00	.00	.00	702.89

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 182
tatus: Calculated
ate: Jul 03,2015
reated By: LISA Jul 01,2015 13:19:07

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11292

Period Override:
Pay Period From: Jun 17,2015
Pay Period Thru: Jun 23,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
120	Gabriel Lugo Morales SSN: - -									
	62.25	702.79	.00	.00	.00	.00	.00	.00	.00	702.79
121	Griseldo Cervantes Aguilar SSN: - -									
	72.01	812.93	.00	.00	.00	.00	.00	.00	.00	812.93
122	Honorato Galindo Cervantes SSN: - -									
	72.26	815.70	.00	.00	.00	.00	.00	.00	.00	815.70
123	Irineo Aguilar Marques SSN: - -									
	72.01	812.90	.00	.00	.00	.00	.00	.00	.00	812.90
124	J Santos Soto Gurrola SSN: - -									
	69.01	779.04	.00	.00	.00	.00	.00	.00	.00	779.04
2125	Juan E Galindo Cervantes SSN: - -									
	62.25	702.75	.00	.00	.00	.00	.00	.00	.00	702.75
2126	Juan M Cumplido Aguilar SSN: - -									
	62.25	702.78	.00	.00	.00	.00	.00	.00	.00	702.78
2127	Manuel Martinez Cervantes SSN: - -									
	62.27	702.88	.00	.00	.00	.00	.00	.00	.00	702.88
2128	Norberto Garcia Cervantes SSN: - -									
	69.74	787.39	.00	.00	.00	.00	.00	.00	.00	787.39
2129	Oscar J Blanco Aguilar SSN: - -									
	72.99	824.08	.00	.00	.00	.00	.00	.00	.00	824.08
2130	Rafael Cervantes Cumplido SSN: - -									
	62.26	702.84	.00	.00	.00	.00	.00	.00	.00	702.84
2131	Rogelio De La Cruz Morales SSN: - -									
	69.75	787.49	.00	.00	.00	.00	.00	.00	.00	787.49
2132	Trinidad Aguilar Soto SSN: - -									
	72.99	824.08	.00	.00	.00	.00	.00	.00	.00	824.08
2140	Pedro Chargoy Escudero SSN: - -									
	71.48	807.11	.00	.00	.00	.00	.00	.00	.00	807.11
2141	Alvaro Vargas Venegas SSN: - -									
	80.23	905.88	.00	.00	.00	.00	.00	.00	.00	905.88
2142	Aramndo Tapia Barbosa SSN: - -									
	72.74	821.27	.00	.00	.00	.00	.00	.00	.00	821.27
2143	Alejandro Romero Arrendondo SSN: - -									
	82.24	928.56	.00	.00	.00	.00	.00	.00	.00	928.56
2144	Jose L Silva Lopez SSN: - -									
	82.23	928.48	.00	.00	.00	.00	.00	.00	.00	928.48
2146	Gustavo Cuellar Romero SSN: - -									
	82.24	928.55	.00	.00	.00	.00	.00	.00	.00	928.55
2148	Jorge L Garcia Raya SSN: - -									
	71.49	807.17	.00	.00	.00	.00	.00	.00	.00	807.17
2149	Martin Hurtado Olvera SSN: - -									
	72.74	821.28	.00	.00	.00	.00	.00	.00	.00	821.28
2152	Luis A Hernandez Zavala SSN: - -									
	71.49	807.20	.00	.00	.00	.00	.00	.00	.00	807.20
2153	Luis A Luna Gonzalez SSN: - -									
	84.99	959.57	.00	.00	.00	.00	.00	.00	.00	959.57

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 182
tatus: Calculated
ate: Jul 03,2015
reated By: LISA Jul 01,2015 13:19:07

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11292

Period Override:
Pay Period From: Jun 17,2015
Pay Period Thru: Jun 23,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
154	Adan Godinez Barcenas SSN: - -									
	82.24	928.51	.00	.00	.00	.00	.00	.00	.00	928.51
155	Nicolas Arroyo Alonso SSN: - -									
	71.48	807.17	.00	.00	.00	.00	.00	.00	.00	807.17
156	Jose M Jacobo Ramirez SSN: - -									
	71.49	807.15	.00	.00	.00	.00	.00	.00	.00	807.15
157	Erick G Garcia Cardos SSN: - -									
	71.50	807.29	.00	.00	.00	.00	.00	.00	.00	807.29
159	Juan Ramirez Chavez SSN: - -									
	71.49	807.25	.00	.00	.00	.00	.00	.00	.00	807.25
160	Miguel A Elizondo Soto SSN: - -									
	82.23	928.48	.00	.00	.00	.00	.00	.00	.00	928.48
161	Pedro Zavalz Almanza SSN: - -									
	82.00	925.70	.00	.00	.00	.00	.00	.00	.00	925.70
162	Nocolas Vallejo Rojas SSN: - -									
	68.47	773.18	.00	.00	.00	.00	.00	.00	.00	773.18
164	Rodrigo Raya Tapia SSN: - -									
	82.25	928.66	.00	.00	.00	.00	.00	.00	.00	928.66
165	Vicente Lara Amador SSN: - -									
	72.49	915.89	.00	.00	.00	.00	.00	.00	.00	915.89
166	Omar Garcia Ramiez SSN: - -									
	71.48	807.14	.00	.00	.00	.00	.00	.00	.00	807.14
168	Armando Guillen Segovia SSN: - -									
	84.24	951.08	.00	.00	.00	.00	.00	.00	.00	951.08
169	Jose M Villasenor Vargas SSN: - -									
	83.51	942.79	.00	.00	.00	.00	.00	.00	.00	942.79
170	Ricardo Santoyo Castro SSN: - -									
	72.73	821.18	.00	.00	.00	.00	.00	.00	.00	821.18
Total	4,326.95	48,972.14	.00	.00	.00	.00	.00	.00	.00	48,972.14

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Agustin

Run: 183
Status: Calculated
Date: Jul 03,2015
Created By: LISA Jul 01,2015 13:35:26

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11369

Period Override:
Pay Period From: Jun 17,2015
Pay Period Thru: Jun 23,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
	75.00	862.55	.00	40.68	53.48	12.51	13.79	6.61	.00	735.48
2000	Agustin Hernandez SSN:									
	82.25	2,802.73	.00	420.63	173.77	40.64	107.62	21.43	.00	2,038.64
2001	Alfredo L Silva SSN:									
	60.75	698.64	.00	7.17	43.32	10.13	12.05	5.35	.00	620.62
2002	Frediberto Villasenor SSN:									
	73.50	829.80	.00	.00	51.45	12.03	.00	6.34	.00	759.98
2003	Ricardo Arias SSN:									
	74.22	838.12	.00	60.09	51.96	12.16	14.07	6.40	.00	693.44
2004	Francisco A Ibanez SSN:									
	71.50	903.92	.00	.00	56.05	13.11	.00	6.92	.00	827.84
2005	Jose Erick Jimenez Osornio SSN:									
	72.74	821.34	.00	46.04	50.92	11.91	14.50	6.28	.00	691.69
2007	Adan Raya Garcia SSN:									
	71.75	810.09	.00	.00	50.23	11.74	.00	6.20	.00	741.92
2008	Octavio Vargas Vargas SSN:									
	68.99	778.92	.00	15.20	48.29	11.29	13.66	5.97	.00	684.51
2009	Felix Arturo Hernandez Hernandez SSN:									
	72.49	818.48	.00	.00	50.74	11.87	.00	6.26	.00	749.61
2010	Carlos Silva Llaguno SSN:									
	75.25	849.61	.00	38.74	52.67	12.32	15.07	6.51	.00	724.30
2011	Andres Silva Llaguno SSN:									
	73.51	829.85	.00	35.78	51.45	12.03	14.67	6.33	.00	709.59
2013	Fabian Hernandez SSN:									
	72.00	812.87	.00	.00	50.40	11.78	.00	6.23	.00	744.46
2014	Martin Carrera Cortez SSN:									
	72.76	821.42	.00	11.76	50.93	11.91	11.81	6.28	.00	728.73
2015	Jose L Pinon SSN:									
	66.99	756.35	.00	5.25	46.89	10.96	10.51	5.78	.00	676.96
2016	Valentin Martinez Antonio SSN:									
	71.49	904.39	.00	35.44	56.07	13.11	14.24	6.91	.00	778.62
2017	David Castaneda SSN:									
	72.51	915.45	.00	.00	56.76	13.28	.00	7.00	.00	838.41
2018	Leny Velasquez SSN:									
	72.50	915.90	.00	.00	56.78	13.29	.00	7.00	.00	838.83
2019	Reymundo Lara Amador SSN:									
	71.49	903.81	.00	.00	56.03	13.11	.00	6.93	.00	827.74
2021	Carmelino Santi Lopez SSN:									
	72.73	821.24	.00	.00	50.91	11.91	.00	6.30	.00	752.12
2022	Francisco Hernandez SSN:									
	72.01	812.88	.00	.00	50.39	11.78	.00	6.22	.00	744.49
2053	Jose L Reynoso Rodriguez SSN:									
	72.51	818.59	.00	3.78	50.76	11.87	11.37	6.27	.00	734.54
2054	Ranulfo Lopez SSN:									
	72.51	914.86	.00	5.72	56.73	13.27	12.91	7.00	.00	819.23

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 183
Status: Calculated
Date: Jul 03,2015
Created By: LISA Jul 01,2015 13:35:26

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11369

Period Override:
Pay Period From: Jun 17,2015
Pay Period Thru: Jun 23,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN:									
	72.74	821.30	.00	.00	50.92	11.91	11.04	6.27	.00	741.16
2063	Jorge Escovar SSN:									
	72.73	821.27	.00	.00	50.92	11.91	.00	6.28	.00	752.16
2064	Roberto Hernandez SSN:									
	72.00	812.85	.00	79.38	50.39	11.78	14.33	6.22	.00	650.75
2098	Brian H Hernandez SSN:									
	65.25	739.41	.00	95.41	45.85	10.72	14.13	5.67	.00	567.63
2102	Domingo Perez Lopez SSN:									
	72.01	812.91	.00	.00	50.40	11.79	.00	6.22	.00	744.50
2103	Jose D Cruz SSN:									
	72.00	812.84	.00	.00	50.40	11.79	.00	6.22	.00	744.43
2104	Javier Cruz Lopez SSN:									
	72.00	812.84	.00	.00	50.40	11.79	.00	6.22	.00	744.43
2105	Rufino Hernandez Perez SSN:									
	72.01	812.88	.00	.00	50.40	11.79	.00	6.22	.00	744.47
2106	Ricardo Lopez Cruz SSN:									
	72.50	915.53	.00	.00	56.77	13.28	.00	7.00	.00	838.48
2107	Victor Lopez Cruz SSN:									
	72.01	812.88	.00	.00	50.40	11.79	.00	6.22	.00	744.47
2110	Salvador B Rodriguez Velasquez SSN:									
	72.73	821.29	.00	.00	50.92	11.91	.00	6.27	.00	752.19
2111	Jeiner A Rodriguez Velasquez SSN:									
	68.50	773.44	.00	.00	47.96	11.22	.00	5.91	.00	708.35
2112	Jose Raya SSN:									
	71.49	807.26	.00	.00	50.05	11.70	.00	6.18	.00	739.33
2113	Elias Reynoso Rodriguez SSN:									
	71.99	812.80	.00	.00	50.39	11.78	.00	6.22	.00	744.41
2114	Adonias O Reynoso SSN:									
	72.74	821.37	.00	.00	50.92	11.91	.00	6.27	.00	752.27
2134	Esdras Velasquez SSN:									
	68.25	770.55	.00	.00	47.77	11.17	.00	5.90	.00	705.71
2135	Eusebio Asencion Flores SSN:									
	72.01	812.90	.00	.00	50.40	11.79	.00	6.22	.00	744.49
2137	Ramiro Perez SSN:									
	72.73	821.28	.00	.00	50.92	11.91	.00	6.29	.00	752.16
2139	Matias Ramirez SSN:									
	70.74	798.67	.00	24.67	49.52	11.58	12.13	6.11	.00	694.46
2176	Delmar Cruz SSN:									
	72.01	812.87	.00	79.36	50.40	11.79	14.33	6.23	.00	650.74
2177	Antonio Cruz Perez SSN:									
	72.01	812.88	.00	79.38	50.40	11.79	14.33	6.23	.00	650.75
2183	Camilo Carrera Hernandez SSN:									
	53.25	601.18	.00	47.63	37.27	8.72	10.10	4.60	.00	492.86
Total	3,215.15	38,883.01	.00	1,132.33	2,410.75	563.83	356.66	297.49	.00	34,121.95

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

H24

Run: 185
Status: Calculated
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:38:18

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11436

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2024	Carlos Cruz Reyes SSN:									
	71.75	810.12	.00	.00	.00	.00	.00	.00	.00	810.12
2025	Yreneo C Lopez Carrera SSN:									
	72.00	812.92	.00	.00	.00	.00	.00	.00	.00	812.92
2026	Saul Sanchez Villasenor SSN:									
	72.00	812.89	.00	.00	.00	.00	.00	.00	.00	812.89
2027	Ruben Leon Hernandez SSN:									
	70.75	798.77	.00	.00	.00	.00	.00	.00	.00	798.77
2028	Modesto E Lopez Carrera SSN:									
	73.51	829.87	.00	.00	.00	.00	.00	.00	.00	829.87
2029	Amadeo Gonzalez Jaimes SSN: - -									
	71.01	801.66	.00	.00	.00	.00	.00	.00	.00	801.66
2030	Mateo Rios Bautista SSN:									
	71.75	822.51	.00	.00	.00	.00	.00	.00	.00	822.51
2031	German Arias Maya SSN:									
	71.75	822.50	.00	.00	.00	.00	.00	.00	.00	822.50
2032	Geovani de Jesus Del Angel Salas SSN:									
	60.74	685.77	.00	.00	.00	.00	.00	.00	.00	685.77
2033	Francisco J Pinon Rangel SSN:									
	71.75	822.40	.00	.00	.00	.00	.00	.00	.00	822.40
2034	Cesar Martinez Arellano SSN: - -									
	73.01	824.36	.00	.00	.00	.00	.00	.00	.00	824.36
2036	Alejandro Sanchez Villasenor SSN:									
	71.75	810.07	.00	.00	.00	.00	.00	.00	.00	810.07
2037	Eduardo De La Cruz Martinez SSN:									
	61.75	709.61	.00	.00	.00	.00	.00	.00	.00	709.61
2038	Armando Rodriguez Jaimes SSN:									
	76.01	858.11	.00	.00	.00	.00	.00	.00	.00	858.11
2055	Efrain Martinez Arellano SSN:									
	73.26	827.14	.00	.00	.00	.00	.00	.00	.00	827.14
2056	Humberto Zavala Jaimes SSN:									
	72.75	824.93	.00	.00	.00	.00	.00	.00	.00	824.93
2073	Jose Martinez Paulino SSN:									
	61.75	709.46	.00	.00	.00	.00	.00	.00	.00	709.46
2081	Demetrio Garcia Olarte SSN: - -									
	62.00	700.05	.00	.00	.00	.00	.00	.00	.00	700.05
2115	Alfredo Galindo Reyes SSN: - -									
	71.00	804.18	.00	.00	.00	.00	.00	.00	.00	804.18
2116	Carlos E Magallanes Hernandez SSN: - -									
	72.25	818.07	.00	.00	.00	.00	.00	.00	.00	818.07
2117	David Flores Flores SSN: - -									
	71.75	810.06	.00	.00	.00	.00	.00	.00	.00	810.06
2118	Eliseo Aguilar Caldera SSN: - -									
	70.76	801.36	.00	.00	.00	.00	.00	.00	.00	801.36
2119	Esteban Mendoza Soto SSN: - -									
	72.01	813.01	.00	.00	.00	.00	.00	.00	.00	813.01

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 185
Status: Calculated
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:38:18

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11436

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2120	Gabriel Lugo Morales SSN: - -									
	71.02	804.11	.00	.00	.00	.00	.00	.00	.00	804.11
2121	Griseldo Cervantes Aguilar SSN: - -									
	71.99	812.86	.00	.00	.00	.00	.00	.00	.00	812.86
2122	Honorato Galindo Cervantes SSN: - -									
	70.75	801.10	.00	.00	.00	.00	.00	.00	.00	801.10
2123	Irineo Aguilar Marques SSN: - -									
	71.75	810.10	.00	.00	.00	.00	.00	.00	.00	810.10
2124	J Santos Soto Gurrola SSN: - -									
	71.00	803.92	.00	.00	.00	.00	.00	.00	.00	803.92
2125	Juan E Galindo Cervantes SSN: - -									
	64.75	731.01	.00	.00	.00	.00	.00	.00	.00	731.01
2126	Juan M Cumplido Aguilar SSN: - -									
	63.77	722.24	.00	.00	.00	.00	.00	.00	.00	722.24
2127	Manuel Martinez Cervantes SSN: - -									
	71.99	812.81	.00	.00	.00	.00	.00	.00	.00	812.81
2128	Norberto Garcia Cervantes SSN: - -									
	70.99	804.05	.00	.00	.00	.00	.00	.00	.00	804.05
2129	Oscar J Blanco Aguilar SSN: - -									
	70.75	801.33	.00	.00	.00	.00	.00	.00	.00	801.33
2130	Rafael Cervantes Cumplido SSN: - -									
	71.74	809.99	.00	.00	.00	.00	.00	.00	.00	809.99
2131	Rogelio De La Cruz Morales SSN: - -									
	71.01	801.67	.00	.00	.00	.00	.00	.00	.00	801.67
2132	Trinidad Aguilar Soto SSN: - -									
	70.75	801.38	.00	.00	.00	.00	.00	.00	.00	801.38
2140	Pedro Chargoy Escudero SSN: - -									
	71.75	822.43	.00	.00	.00	.00	.00	.00	.00	822.43
2141	Alvaro Vargas Venegas SSN: - -									
	71.75	822.50	.00	.00	.00	.00	.00	.00	.00	822.50
2142	Aramndo Tapia Barbosa SSN: - -									
	72.00	812.89	.00	.00	.00	.00	.00	.00	.00	812.89
2143	Alejandro Romero Arrendondo SSN: - -									
	71.75	822.47	.00	.00	.00	.00	.00	.00	.00	822.47
2144	Jose L Silva Lopez SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2146	Gustavo Cuellar Romero SSN: - -									
	71.00	814.02	.00	.00	.00	.00	.00	.00	.00	814.02
2147	Oscar R Franco Varga SSN: - -									
	10.75	121.40	.00	.00	.00	.00	.00	.00	.00	121.40
2149	Martin Hurtado Olvera SSN: - -									
	70.76	798.87	.00	.00	.00	.00	.00	.00	.00	798.87
2152	Luis A Hernandez Zavala SSN: - -									
	71.75	822.47	.00	.00	.00	.00	.00	.00	.00	822.47
2153	Luis A Luna Gonzalez SSN: - -									
	71.00	804.16	.00	.00	.00	.00	.00	.00	.00	804.16

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 185
Status: Calculated
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:38:18

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11436

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2154	Adan Godinez Barcenas SSN: - -									
	71.75	822.50	.00	.00	.00	.00	.00	.00	.00	822.50
2155	Nicolas Arroyo Alonso SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2156	Jose M Jacobo Ramirez SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	00	.00	822.49
2157	Erick G Garcia Cardos SSN: - -									
	71.75	822.48	.00	.00	.00	.00	.00	.00	.00	822.48
2159	Juan Ramirez Chavez SSN: - -									
	71.50	819.67	.00	.00	.00	.00	.00	.00	.00	819.67
2160	Miguel A Elizondo Soto SSN: - -									
	10.75	121.36	.00	.00	.00	.00	.00	.00	.00	121.36
2161	Pedro Zavalz Almanza SSN: - -									
	71.74	822.41	.00	.00	.00	.00	.00	.00	.00	822.41
2164	Rodrigo Raya Tapia SSN: - -									
	41.25	478.12	.00	.00	.00	.00	.00	.00	.00	478.12
2165	Vicente Lara Amador SSN: - -									
	72.52	843.44	.00	.00	.00	.00	.00	.00	.00	843.44
2166	Omar Garcia Ramiez SSN: - -									
	71.75	822.49	.00	.00	.00	.00	.00	.00	.00	822.49
2168	Armando Guillen Segovia SSN: - -									
	73.03	824.50	.00	.00	.00	.00	.00	.00	.00	824.50
2169	Jose M Villasenor Vargas SSN: - -									
	66.26	748.13	.00	.00	.00	.00	.00	.00	.00	748.13
2170	Ricardo Santoyo Castro SSN: - -									
	71.00	801.67	.00	.00	.00	.00	.00	.00	.00	801.67
2185	Daniel Aponte Rodriguez SSN:									
	31.00	349.99	.00	.00	.00	.00	.00	.00	.00	349.99
2186	Carlos R Justiniano Soto SSN:									
	23.00	259.67	.00	.00	.00	.00	.00	.00	.00	259.67
2187	Johnny Aponte Rodriguez SSN:									
	39.50	445.96	.00	.00	.00	.00	.00	.00	.00	445.96
Total:	4,113.89	46,737.46	.00	.00	.00	.00	.00	.00	.00	46,737.46

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Agustin

:un: 186
:tatus: Completed
)ate: Jul 10,2015
:reated By: LISA Jul 08,2015 11:57:54

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11498

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
11498	73.51	856.59	.00	39.79	53.11	12.42	13.67	6.54	.00	731.06
2000	Agustin Hernandez SSN:									
11499	79.25	2,552.43	.00	358.06	158.25	37.01	92.35	19.54	.00	1,887.22
2001	Alfredo L Silva SSN:									
11500	77.00	885.52	.00	25.86	54.90	12.84	15.79	6.77	.00	769.36
2002	Frediberto Villasenor SSN:									
11501	74.50	841.09	.00	.00	52.14	12.20	.00	6.43	.00	770.32
2003	Ricardo Arias SSN:									
11502	73.00	827.73	.00	58.53	51.32	12.00	13.86	6.34	.00	685.68
2004	Francisco A Ibanez SSN:									
11503	72.76	846.27	.00	.00	52.47	12.27	.00	6.46	.00	775.07
2005	Jose Erick Jimenez Osornio SSN:									
11504	71.75	822.39	.00	46.20	50.99	11.92	14.52	6.30	.00	692.46
2007	Adan Raya Garcia SSN:									
11505	71.75	822.36	.00	.00	50.98	11.93	.00	6.30	.00	753.15
2008	Octavio Vargas Vargas SSN:									
11506	71.77	810.21	.00	18.33	50.23	11.75	14.28	6.20	.00	709.42
2009	Felix Arturo Hernandez Hernandez SSN:									
11507	73.25	827.01	.00	.00	51.28	11.99	.00	6.32	.00	757.42
2010	Carlos Silva Llaguno SSN:									
11508	74.25	851.02	.00	38.95	52.76	12.34	15.10	6.50	.00	725.37
2011	Andres Silva Llaguno SSN:									
11509	71.76	810.17	.00	33.71	50.23	11.75	14.28	6.21	.00	693.99
2013	Fabian Hernandez SSN:									
11510	71.73	809.95	.00	.00	50.21	11.75	.00	6.19	.00	741.80
2014	Martin Carrera Cortez SSN:									
11511	71.00	801.62	.00	9.78	49.70	11.62	11.42	6.14	.00	712.96
2015	Jose L Pinon SSN:									
11512	66.24	747.85	.00	4.40	46.37	10.85	10.34	5.72	.00	670.17
2016	Valentin Martinez Antonio SSN:									
11513	68.01	792.53	.00	24.25	49.14	11.49	12.00	6.08	.00	689.57
2017	David Castaneda SSN:									
11514	72.26	840.49	.00	.00	52.11	12.18	.00	6.44	.00	769.76
2018	Leny Velasquez SSN:									
11515	68.03	792.68	.00	.00	49.16	11.49	.00	6.06	.00	725.98
2019	Reymundo Lara Amador SSN:									
11516	68.00	792.41	.00	.00	49.13	11.49	.00	6.05	.00	725.74
2021	Carmelino Santi Lopez SSN:									
11517	71.00	801.66	.00	.00	49.71	11.62	.00	6.12	.00	734.21
2022	Francisco Hernandez SSN:									
11518	72.73	821.20	.00	.00	50.92	11.91	.00	6.28	.00	752.09
2053	Jose L Reynoso Rodriguez SSN:									
11519	74.51	853.94	.00	7.32	52.94	12.38	12.08	6.53	.00	762.69
2054	Ranulfo Lopez SSN:									
11520	72.51	843.36	.00	.00	52.28	12.23	11.48	6.46	.00	760.91

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 186
Status: Completed
Date: Jul 10,2015
Created By: LISA Jul 08,2015 11:57:54

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11498

Period Override:
Pay Period From: Jun 24,2015
Pay Period Thru: Jun 30,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN:									
11521	62.00	699.97	.00	.00	43.40	10.15	8.61	5.35	.00	632.46
2063	Jorge Escovar SSN:									
11522	71.75	810.07	.00	.00	50.23	11.75	.00	6.20	.00	741.89
2098	Brian H Hernandez SSN:									
11523	77.01	869.47	.00	125.42	53.90	12.61	21.40	6.65	.00	649.49
2102	Domingo Perez Lopez SSN:									
11524	71.75	810.08	.00	.00	50.23	11.75	.00	6.19	.00	741.91
2103	Jose D Cruz SSN:									
11525	71.74	810.03	.00	.00	50.22	11.74	.00	6.19	.00	741.88
2104	Javier Cruz Lopez SSN:									
11526	71.74	810.05	.00	.00	50.22	11.74	.00	6.19	.00	741.90
2105	Rufino Hernandez Perez SSN:									
11527	72.73	821.25	.00	.00	50.91	11.91	.00	6.28	.00	752.15
2106	Ricardo Lopez Cruz SSN:									
11528	72.52	843.44	.00	.00	52.29	12.23	.00	6.46	.00	772.46
2107	Victor Lopez Cruz SSN:									
11529	71.74	809.99	.00	.00	50.22	11.74	.00	6.20	.00	741.83
2110	Salvador B Rodriguez Velasquez SSN:									
11530	72.01	812.94	.00	.00	50.41	11.78	.00	6.23	.00	744.52
2111	Jeiner A Rodriguez Velasquez SSN:									
11531	72.00	812.91	.00	.00	50.40	11.79	.00	6.23	.00	744.49
2112	Jose Raya SSN:									
11532	71.75	822.47	.00	.00	50.99	11.93	.00	6.29	.00	753.26
2113	Elias Reynoso Rodriguez SSN:									
11533	73.00	824.18	.00	.00	51.10	11.95	.00	6.30	.00	754.83
2114	Adonias O Reynoso SSN:									
11534	71.76	810.12	.00	.00	50.23	11.74	.00	6.21	.00	741.94
2134	Esdras Velasquez SSN:									
11535	71.76	810.09	.00	.00	50.23	11.75	.00	6.20	.00	741.91
2135	Eusebio Asencion Flores SSN:									
11536	72.00	812.95	.00	.00	50.40	11.79	.00	6.22	.00	744.54
2137	Ramiro Perez SSN:									
11537	70.75	798.82	.00	.00	49.53	11.59	.00	6.11	.00	731.59
2139	Matias Ramirez SSN:									
11538	69.25	781.81	.00	23.18	48.47	11.33	11.79	5.98	.00	681.06
2176	Delmar Cruz SSN:									
11539	71.51	807.36	.00	.00	50.05	11.70	.00	6.17	.00	739.44
2177	Antonio Cruz Perez SSN:									
11540	71.76	810.20	.00	.00	50.23	11.75	.00	6.19	.00	742.03
2183	Camilo Carrera Hernandez SSN:									
11541	71.00	801.67	.00	77.70	49.71	11.62	14.11	6.14	.00	642.39
Total:	3,162.10	37,640.35	.00	891.48	2,333.69	545.77	307.08	287.96	.00	33,274.37

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Agustin

Run: 254
Status: Completed
Date: Jul 17,2015
Created By: LISA Jul 15,2015 13:46:41

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11661

Period Override:
Pay Period From: Jul 01,2015
Pay Period Thru: Jul 07,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
11661	77.26	889.88	.00	44.78	60.87	14.23	14.34	7.52	.00	748.14
2000	Agustin Hernandez SSN:									
11662	83.25	3,983.77	.00	733.98	247.00	57.77	188.86	30.47	.00	2,725.69
2001	Alfredo L Silva SSN:									
11663	82.50	948.77	.00	32.18	68.12	15.93	17.05	8.41	.00	807.08
2002	Frediberto Villasenor SSN:									
11664	78.49	886.25	.00	.00	89.04	20.82	.00	10.98	.00	765.41
2003	Ricardo Arias SSN:									
11666	75.51	855.65	.00	62.72	76.49	17.89	14.42	9.44	.00	674.69
2004	Francisco A Ibanez SSN:									
11667	74.75	915.99	.00	.00	74.99	17.54	.00	9.26	.00	814.20
2005	Jose Erick Jimenez Osornio SSN:									
11668	75.51	855.60	.00	51.18	71.07	16.62	15.19	8.76	.00	692.78
2007	Adan Raya Garcia SSN:									
11669	75.49	855.38	.00	.00	81.69	19.10	.00	10.08	.00	744.51
2008	Octavio Vargas Vargas SSN:									
11670	66.49	754.57	.00	12.76	76.93	17.99	13.17	9.50	.00	624.22
2009	Felix Arturo Hernandez Hernandez SSN:									
11671	77.74	882.02	.00	.00	86.13	20.15	.00	10.64	.00	765.10
2010	Carlos Silva Llaguno SSN:									
11672	76.52	867.01	.00	41.35	70.25	16.43	15.42	8.67	.00	714.89
2011	Andres Silva Llaguno SSN:									
11673	78.25	883.52	.00	43.83	85.67	20.03	15.75	10.56	.00	707.68
2013	Fabian Hernandez SSN:									
11674	75.48	857.07	.00	.00	82.26	19.23	.00	10.14	.00	745.44
2014	Martin Carrera Cortez SSN:									
11675	74.00	835.46	.00	13.16	82.73	19.35	12.09	10.21	.00	697.92
2015	Jose L Pinon SSN:									
11676	79.00	897.10	.00	19.33	85.29	19.95	13.33	10.52	.00	748.68
2016	Valentin Martinez Antonio SSN:									
11677	75.00	920.71	.00	37.87	74.56	17.44	14.57	9.19	.00	767.08
2017	David Castaneda SSN:									
11678	74.48	913.00	.00	.00	86.27	20.65	.00	10.88	.00	793.20
2018	Leny Velasquez SSN:									
11679	74.50	911.92	.00	.00	85.74	20.05	.00	10.58	.00	795.55
2019	Reymundo Lara Amador SSN:									
11680	74.50	911.92	.00	.00	76.46	17.88	.00	9.44	.00	808.14
2021	Carmelino Santi Lopez SSN:									
11681	76.50	863.79	.00	.00	82.22	19.23	.00	10.15	.00	752.19
2022	Francisco Hernandez SSN:									
11682	75.74	859.97	.00	.00	67.65	15.82	.00	8.36	.00	768.14
2053	Jose L Reynoso Rodriguez SSN:									
11683	76.01	861.26	.00	8.05	80.90	18.92	12.23	9.99	.00	731.17
2054	Ranulfo Lopez SSN:									
11684	74.76	916.05	.00	5.84	71.17	16.64	12.94	8.78	.00	800.68

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 254
Status: Completed
Date: Jul 17,2015
Created By: LISA Jul 15,2015 13:46:41

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11661

Period Override:
Pay Period From: Jul 01,2015
Pay Period Thru: Jul 07,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN:									
11685	76.51	863.77	.00	.61	81.29	19.01	11.89	10.04	.00	740.93
2063	Jorge Escovar SSN:									
11686	75.74	859.91	.00	.00	81.08	18.96	.00	10.00	.00	749.87
2098	Brian H Hernandez SSN:									
11687	83.01	939.34	.00	142.89	75.39	17.63	25.67	9.29	.00	668.47
2102	Domingo Perez Lopez SSN:									
11688	75.74	859.94	.00	.00	72.40	16.93	.00	8.93	.00	761.68
2103	Jose D Cruz SSN:									
11689	75.74	859.94	.00	.00	72.36	16.93	.00	8.93	.00	761.72
2104	Javier Cruz Lopez SSN:									
11690	75.74	859.94	.00	.00	72.44	16.95	.00	8.94	.00	761.61
2105	Rufino Hernandez Perez SSN:									
11691	75.75	859.98	.00	.00	72.37	16.92	.00	8.94	.00	761.75
2106	Ricardo Lopez Cruz SSN:									
11692	74.76	916.07	.00	.00	75.84	17.73	.00	9.36	.00	813.14
2107	Victor Lopez Cruz SSN:									
11693	75.74	859.94	.00	.00	72.38	16.93	.00	8.92	.00	761.71
2110	Salvador B Rodriguez Velasquez SSN:									
11694	75.74	859.94	.00	.00	77.48	18.13	.00	9.56	.00	754.77
2111	Jeiner A Rodriguez Velasquez SSN:									
11695	75.74	859.95	.00	.00	77.50	18.12	.00	9.56	.00	754.77
2112	Jose Raya SSN:									
11696	71.25	807.52	.00	.00	60.92	14.24	.00	7.51	.00	724.85
2113	Elias Reynoso Rodriguez SSN:									
11697	78.50	886.30	.00	.00	78.68	18.40	.00	9.71	.00	779.51
2114	Adonias O Reynoso SSN:									
11698	75.50	857.18	.00	.00	77.32	18.09	.00	9.54	.00	752.23
2134	Esdras Velasquez SSN:									
11699	65.25	736.65	.00	.00	51.88	12.13	.00	6.40	.00	666.24
2135	Eusebio Asencion Flores SSN:									
11700	42.99	485.41	.00	.00	43.22	10.11	.00	5.35	.00	426.73
2137	Ramiro Perez SSN:									
11701	76.50	863.70	.00	.00	58.86	13.76	.00	7.27	.00	783.81
2139	Matias Ramirez SSN:									
11702	76.51	863.82	.00	31.38	53.56	12.53	13.43	6.61	.00	746.31
2176	Delmar Cruz SSN:									
11703	75.73	859.87	.00	.00	53.31	12.47	.00	6.58	.00	787.51
2177	Antonio Cruz Perez SSN:									
11704	75.74	859.94	.00	.00	53.31	12.46	.00	6.59	.00	787.58
2183	Camilo Carrera Hernandez SSN:									
11705	76.50	863.80	.00	87.02	53.56	12.53	15.35	6.60	.00	688.75
2194	Francisco J Gomez SSN:									
11706	21.51	245.98	.00	.00	15.25	3.57	.00	1.87	.00	225.29
2195	Juan Vargas SSN:									
11707	42.99	488.54	.00	.00	30.29	7.08	.00	3.74	.00	447.43

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 254
Status: Completed
Date: Jul 17,2015
Created By: LISA Jul 15,2015 13:46:41

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11661

Period Override:
Pay Period From: Jul 01,2015
Pay Period Thru: Jul 07,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2196	**Lorenzo Domingo Ramirez**	**SSN:**								
11708	21.49	245.81	.00	.00	15.24	3.56	.00	1.87	.00	225.14
2197	**Diego Vargas**	**SSN:**								
11709	21.49	245.81	.00	.00	15.24	3.56	.00	1.87	.00	225.14
Total:	3,413.90	42,235.71	.00	1,368.93	3,456.66	808.39	425.70	426.51	.00	35,749.52

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

H2A

un: 253
atus: Completed
ite: Jul 17,2015
eated By: LISA Jul 15,2015 13:40:39

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11598

Period Override:
Pay Period From: Jul 01,2015
Pay Period Thru: Jul 07,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
024	Carlos Cruz Reyes SSN:									
598	71.23	817.64	.00	.00	.00	.00	.00	.00	.00	817.64
025	Yreneo C Lopez Carrera SSN:									
1599	75.73	859.87	.00	.00	.00	.00	.00	.00	.00	859.87
026	Saul Sanchez Villasenor SSN:									
1600	77.74	882.52	.00	.00	.00	.00	.00	.00	.00	882.52
027	Ruben Leon Hernandez SSN:									
1601	76.51	863.77	.00	.00	.00	.00	.00	.00	.00	863.77
028	Modesto E Lopez Carrera SSN:									
1602	67.25	775.35	.00	.00	.00	.00	.00	.00	.00	775.35
029	Amadeo Gonzalez Jaimes SSN: - -									
1603	72.01	813.17	.00	.00	.00	.00	.00	.00	.00	813.17
030	Mateo Rios Bautista SSN:									
1604	75.74	858.32	.00	.00	.00	.00	.00	.00	.00	858.32
031	German Arias Maya SSN:									
1605	75.49	855.47	.00	.00	.00	.00	.00	.00	.00	855.47
032	Geovani de Jesus Del Angel Salas SSN:									
1606	74.74	847.01	.00	.00	.00	.00	.00	.00	.00	847.01
033	Francisco J Pinon Rangel SSN:									
1607	75.49	855.45	.00	.00	.00	.00	.00	.00	.00	855.45
034	Cesar Martinez Arellano SSN: - -									
1608	76.24	865.52	.00	.00	.00	.00	.00	.00	.00	865.52
036	Alejandro Sanchez Villasenor SSN:									
1609	76.50	863.76	.00	.00	.00	.00	.00	.00	.00	863.76
037	Eduardo De La Cruz Martinez SSN:									
1610	74.26	838.43	.00	.00	.00	.00	.00	.00	.00	838.43
2038	Armando Rodriguez Jaimes SSN:									
11611	77.24	876.26	.00	.00	.00	.00	.00	.00	.00	876.26
2055	Efrain Martinez Arellano SSN:									
11612	76.26	865.73	.00	.00	.00	.00	.00	.00	.00	865.73
2056	Humberto Zavala Jaimes SSN:									
11613	76.50	866.99	.00	.00	.00	.00	.00	.00	.00	866.99
2073	Jose Martinez Paulino SSN:									
11614	63.98	725.50	.00	.00	.00	.00	.00	.00	.00	725.50
2081	Demetrio Garcia Olarte SSN: - -									
11615	71.49	820.50	.00	.00	.00	.00	.00	.00	.00	820.50
2115	Alfredo Galindo Reyes SSN: - -									
11616	76.50	863.77	.00	.00	.00	.00	.00	.00	.00	863.77
2116	Carlos E Magallanes Hernandez SSN: - -									
11617	69.76	787.55	.00	.00	.00	.00	.00	.00	.00	787.55
2117	David Flores Flores SSN: - -									
11618	75.75	860.00	.00	.00	.00	.00	.00	.00	.00	860.00
2118	Eliseo Aguilar Caldera SSN: - -									
11619	70.26	793.26	.00	.00	.00	.00	.00	.00	.00	793.26
2119	Esteban Mendoza Soto SSN: - -									
11620	43.25	488.30	.00	.00	.00	.00	.00	.00	.00	488.30

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 253
atus: Completed
ate: Jul 17,2015
reated By: LISA Jul 15,2015 13:40:39

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11598

Period Override:
Pay Period From: Jul 01,2015
Pay Period Thru: Jul 07,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
120	Gabriel Lugo Morales SSN: - -									
1621	77.26	872.31	.00	.00	.00	.00	.00	.00	.00	872.31
121	Griseldo Cervantes Aguilar SSN: - -									
1622	75.75	859.94	.00	.00	.00	.00	.00	.00	.00	859.94
122	Honorato Galindo Cervantes SSN: - -									
1623	76.50	863.81	.00	.00	.00	.00	.00	.00	.00	863.81
123	Irineo Aguilar Marques SSN: - -									
1624	75.75	859.99	.00	.00	.00	.00	.00	.00	.00	859.99
124	J Santos Soto Gurrola SSN: - -									
1625	68.50	773.45	.00	.00	.00	.00	.00	.00	.00	773.45
125	Juan E Galindo Cervantes SSN: - -									
1626	68.98	799.54	.00	.00	.00	.00	.00	.00	.00	799.54
126	Juan M Cumplido Aguilar SSN: - -									
1627	54.50	615.38	.00	.00	.00	.00	.00	.00	.00	615.38
127	Manuel Martinez Cervantes SSN: - -									
1628	73.50	839.14	.00	.00	.00	.00	.00	.00	.00	839.14
128	Norberto Garcia Cervantes SSN: - -									
1629	72.26	815.85	.00	.00	.00	.00	.00	.00	.00	815.85
129	Oscar J Blanco Aguilar SSN: - -									
1630	76.51	863.81	.00	.00	.00	.00	.00	.00	.00	863.81
130	Rafael Cervantes Cumplido SSN: - -									
11631	65.24	736.65	.00	.00	.00	.00	.00	.00	.00	736.65
2131	Rogelio De La Cruz Morales SSN: - -									
11632	54.51	615.43	.00	.00	.00	.00	.00	.00	.00	615.43
2132	Trinidad Aguilar Soto SSN: - -									
11633	73.01	824.28	.00	.00	.00	.00	.00	.00	.00	824.28
2140	Pedro Chargoy Escudero SSN: - -									
11634	74.75	847.09	.00	.00	.00	.00	.00	.00	.00	847.09
2141	Alvaro Vargas Venegas SSN: - -									
11635	74.74	846.92	.00	.00	.00	.00	.00	.00	.00	846.92
2142	Aramndo Tapia Barbosa SSN: - -									
11636	75.75	859.97	.00	.00	.00	.00	.00	.00	.00	859.97
2143	Alejandro Romero Arrendondo SSN: - -									
11637	70.49	798.98	.00	.00	.00	.00	.00	.00	.00	798.98
2144	Jose L Silva Lopez SSN: - -									
11638	74.75	847.07	.00	.00	.00	.00	.00	.00	.00	847.07
2146	Gustavo Cuellar Romero SSN: - -									
11639	64.51	731.44	.00	.00	.00	.00	.00	.00	.00	731.44
2149	Martin Hurtado Olvera SSN: - -									
11640	77.26	872.31	.00	.00	.00	.00	.00	.00	.00	872.31
2152	Luis A Hernandez Zavala SSN: - -									
11641	74.75	847.08	.00	.00	.00	.00	.00	.00	.00	847.08
2153	Luis A Luna Gonzalez SSN: - -									
11642	29.25	330.25	.00	.00	.00	.00	.00	.00	.00	330.25
2154	Adan Godinez Barcenas SSN: - -									
11643	74.74	846.96	.00	.00	.00	.00	.00	.00	.00	846.96

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 253
atus: Completed
ate: Jul 17,2015
reated By: LISA Jul 15,2015 13:40:39

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11598

Period Override:
Pay Period From: Jul 01,2015
Pay Period Thru: Jul 07,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
155	Nicolas Arroyo Alonso SSN: - -									
1644	74.73	846.92	.00	.00	.00	.00	.00	.00	.00	846.92
156	Jose M Jacobo Ramirez SSN: - -									
1645	75.75	858.35	.00	.00	.00	.00	.00	.00	.00	858.35
157	Erick G Garcia Cardos SSN: - -									
1646	75.24	852.65	.00	.00	.00	.00	.00	.00	.00	852.65
159	Juan Ramirez Chavez SSN: - -									
1647	75.25	852.71	.00	.00	.00	.00	.00	.00	.00	852.71
160	Miguel A Elizondo Soto SSN: - -									
1648	43.00	488.58	.00	.00	.00	.00	.00	.00	.00	488.58
161	Pedro Zavalz Almanza SSN: - -									
1649	75.25	852.69	.00	.00	.00	.00	.00	.00	.00	852.69
164	Rodrigo Raya Tapia SSN: - -									
1650	10.50	121.65	.00	.00	.00	.00	.00	.00	.00	121.65
165	Vicente Lara Amador SSN: - -									
1651	74.75	916.01	.00	.00	.00	.00	.00	.00	.00	916.01
166	Omar Garcia Ramiez SSN: - -									
1652	74.75	847.10	.00	.00	.00	.00	.00	.00	.00	847.10
168	Armando Guillen Segovia SSN: - -									
1653	77.99	884.32	.00	.00	.00	.00	.00	.00	.00	884.32
169	Jose M Villasenor Vargas SSN: - -									
1654	76.52	863.89	.00	.00	.00	.00	.00	.00	.00	863.89
170	Ricardo Santoyo Castro SSN: - -									
1655	76.76	866.67	.00	.00	.00	.00	.00	.00	.00	866.67
2185	Daniel Aponte Rodriguez SSN:									
11656	53.74	606.82	.00	.00	.00	.00	.00	.00	.00	606.82
2186	Carlos R Justiniano Soto SSN:									
11657	52.74	595.52	.00	.00	.00	.00	.00	.00	.00	595.52
2187	Johnny Aponte Rodriguez SSN:									
11658	43.49	495.84	.00	.00	.00	.00	.00	.00	.00	495.84
2188	Gaspar Gonzalez Jaimes SSN: - -									
11659	43.51	491.24	.00	.00	.00	.00	.00	.00	.00	491.24
2189	Juan Santos Urquiza SSN: - -									
11660	44.25	499.68	.00	.00	.00	.00	.00	.00	.00	499.68
Total:	4,321.40	49,052.43	.00	.00	.00	.00	.00	.00	.00	49,052.43

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

HA4

un: 263
tatus: Calculated
ate: Jul 24,2015
reated By: LISA Jul 22,2015 11:29:50

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11770

Period Override:
Pay Period From: Jul 08,2015
Pay Period Thru: Jul 14,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
024	Carlos Cruz Reyes SSN:									
	59.75	751.14	.00	.00	.00	.00	.00	.00	.00	751.14
025	Yreneo C Lopez Carrera SSN:									
	70.24	871.34	.00	.00	.00	.00	.00	.00	.00	871.34
026	Saul Sanchez Villasenor SSN:									
	72.25	899.88	.00	.00	.00	.00	.00	.00	.00	899.88
027	Ruben Leon Hernandez SSN:									
	72.50	818.57	.00	.00	.00	.00	.00	.00	.00	818.57
028	Modesto E Lopez Carrera SSN:									
	72.00	863.73	.00	.00	.00	.00	.00	.00	.00	863.73
2029	Amadeo Gonzalez Jaimes SSN: - -									
	71.50	807.15	.00	.00	.00	.00	.00	.00	.00	807.15
2030	Mateo Rios Bautista SSN:									
	59.75	695.77	.00	.00	.00	.00	.00	.00	.00	695.77
2031	German Arias Maya SSN:									
	70.51	820.04	.00	.00	.00	.00	.00	.00	.00	820.04
2032	Geovani de Jesus Del Angel Salas SSN:									
	60.00	695.83	.00	.00	.00	.00	.00	.00	.00	695.83
2033	Francisco J Pinon Rangel SSN:									
	70.50	819.89	.00	.00	.00	.00	.00	.00	.00	819.89
2034	Cesar Martinez Arellano SSN: - -									
	70.51	872.52	.00	.00	.00	.00	.00	.00	.00	872.52
2036	Alejandro Sanchez Villasenor SSN:									
	73.25	826.97	.00	.00	.00	.00	.00	.00	.00	826.97
2037	Eduardo De La Cruz Martinez SSN:									
	70.00	816.59	.00	.00	.00	.00	.00	.00	.00	816.59
2038	Armando Rodriguez Jaimes SSN:									
	75.50	938.64	.00	.00	.00	.00	.00	.00	.00	938.64
2055	Efrain Martinez Arellano SSN:									
	70.76	876.22	.00	.00	.00	.00	.00	.00	.00	876.22
2056	Humberto Zavala Jaimes SSN:									
	70.50	819.07	.00	.00	.00	.00	.00	.00	.00	819.07
2073	Jose Martinez Paulino SSN:									
	64.51	752.27	.00	.00	.00	.00	.00	.00	.00	752.27
2081	Demetrio Garcia Olarte SSN: - -									
	64.51	804.78	.00	.00	.00	.00	.00	.00	.00	804.78
2115	Alfredo Galindo Reyes SSN: - -									
	71.49	807.14	.00	.00	.00	.00	.00	.00	.00	807.14
2116	Carlos E Magallanes Hernandez SSN: - -									
	55.24	623.69	.00	.00	.00	.00	.00	.00	.00	623.69
2117	David Flores Flores SSN: - -									
	70.49	872.43	.00	.00	.00	.00	.00	.00	.00	872.43
2118	Eliseo Aguilar Caldera SSN: - -									
	71.51	807.36	.00	.00	.00	.00	.00	.00	.00	807.36
2119	Esteban Mendoza Soto SSN: - -									
	70.51	872.52	.00	.00	.00	.00	.00	.00	.00	872.52

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 263
tatus: Calculated
ate: Jul 24,2015
reated By: LISA Jul 22,2015 11:29:50

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11770

Period Override:
Pay Period From: Jul 08,2015
Pay Period Thru: Jul 14,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
120	Gabriel Lugo Morales SSN: - -									
	71.49	807.20	.00	.00	.00	.00	.00	.00	.00	807.20
121	Griseldo Cervantes Aguilar SSN: - -									
	70.75	875.31	.00	.00	.00	.00	.00	.00	.00	875.31
122	Honorato Galindo Cervantes SSN: - -									
	72.48	818.43	.00	.00	.00	.00	.00	.00	.00	818.43
123	Irineo Aguilar Marques SSN: - -									
	70.50	872.53	.00	.00	.00	.00	.00	.00	.00	872.53
124	J Santos Soto Gurrola SSN: - -									
	71.49	807.21	.00	.00	.00	.00	.00	.00	.00	807.21
125	Juan E Galindo Cervantes SSN: - -									
	59.76	725.46	.00	.00	.00	.00	.00	.00	.00	725.46
126	Juan M Cumplido Aguilar SSN: - -									
	65.51	739.63	.00	.00	.00	.00	.00	.00	.00	739.63
127	Manuel Martinez Cervantes SSN: - -									
	70.50	872.49	.00	.00	.00	.00	.00	.00	.00	872.49
128	Norberto Garcia Cervantes SSN: - -									
	66.99	756.36	.00	.00	.00	.00	.00	.00	.00	756.36
129	Oscar J Blanco Aguilar SSN: - -									
	71.52	807.32	.00	.00	.00	.00	.00	.00	.00	807.32
130	Rafael Cervantes Cumplido SSN: - -									
	53.76	648.14	.00	.00	.00	.00	.00	.00	.00	648.14
131	Rogelio De La Cruz Morales SSN: - -									
	71.49	807.20	.00	.00	.00	.00	.00	.00	.00	807.20
132	Trinidad Aguilar Soto SSN: - -									
	71.98	812.72	.00	.00	.00	.00	.00	.00	.00	812.72
140	Pedro Chargoy Escudero SSN: - -									
	70.50	820.25	.00	.00	.00	.00	.00	.00	.00	820.25
141	Alvaro Vargas Venegas SSN: - -									
	70.50	818.89	.00	.00	.00	.00	.00	.00	.00	818.89
142	Aramndo Tapia Barbosa SSN: - -									
	70.50	872.52	.00	.00	.00	.00	.00	.00	.00	872.52
143	Alejandro Romero Arrendondo SSN: - -									
	70.26	816.26	.00	.00	.00	.00	.00	.00	.00	816.26
144	Jose L Silva Lopez SSN: - -									
	70.50	819.46	.00	.00	.00	.00	.00	.00	.00	819.46
146	Gustavo Cuellar Romero SSN: - -									
	70.51	820.15	.00	.00	.00	.00	.00	.00	.00	820.15
149	Martin Hurtado Olvera SSN: - -									
	71.49	807.13	.00	.00	.00	.00	.00	.00	.00	807.13
152	Luis A Hernandez Zavala SSN: - -									
	70.25	819.17	.00	.00	.00	.00	.00	.00	.00	819.17
153	Luis A Luna Gonzalez SSN: - -									
	71.50	807.14	.00	.00	.00	.00	.00	.00	.00	807.14
154	Adan Godinez Barcenas SSN: - -									
	67.00	779.84	.00	.00	.00	.00	.00	.00	.00	779.84

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 263
tatus: Calculated
ate: Jul 24,2015
reated By: LISA Jul 22,2015 11:29:50

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11770

Period Override:
Pay Period From: Jul 08,2015
Pay Period Thru: Jul 14,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
155	Nicolas Arroyo Alonso SSN: - -									
	70.50	819.45	.00	.00	.00	.00	.00	.00	.00	819.45
156	Jose M Jacobo Ramirez SSN: - -									
	70.25	818.90	.00	.00	.00	.00	.00	.00	.00	818.90
157	Erick G Garcia Cardos SSN: - -									
	70.24	818.58	.00	.00	.00	.00	.00	.00	.00	818.58
159	Juan Ramirez Chavez SSN: - -									
	70.25	818.54	.00	.00	.00	.00	.00	.00	.00	818.54
160	Miguel A Elizondo Soto SSN: - -									
	70.51	819.22	.00	.00	.00	.00	.00	.00	.00	819.22
161	Pedro Zavalz Almanza SSN: - -									
	70.50	819.60	.00	.00	.00	.00	.00	.00	.00	819.60
164	Rodrigo Raya Tapia SSN: - -									
	67.00	780.53	.00	.00	.00	.00	.00	.00	.00	780.53
165	Vicente Lara Amador SSN: - -									
	70.75	875.63	.00	.00	.00	.00	.00	.00	.00	875.63
166	Omar Garcia Ramiez SSN: - -									
	70.26	819.59	.00	.00	.00	.00	.00	.00	.00	819.59
167	Dario Morales Acosta SSN: - -									
	71.50	807.19	.00	.00	.00	.00	.00	.00	.00	807.19
168	Armando Guillen Segovia SSN: - -									
	75.01	931.77	.00	.00	.00	.00	.00	.00	.00	931.77
169	Jose M Villasenor Vargas SSN: - -									
	42.74	482.61	.00	.00	.00	.00	.00	.00	.00	482.61
170	Ricardo Santoyo Castro SSN: - -									
	71.76	810.02	.00	.00	.00	.00	.00	.00	.00	810.02
186	Carlos R Justiniano Soto SSN:									
	22.74	256.84	.00	.00	.00	.00	.00	.00	.00	256.84
188	Gaspar Gonzalez Jaimes SSN: - -									
	71.49	807.11	.00	.00	.00	.00	.00	.00	.00	807.11
189	Juan Santos Urquiza SSN: - -									
	72.01	812.93	.00	.00	.00	.00	.00	.00	.00	812.93
Total:	4,226.52	49,564.86	.00	.00	.00	.00	.00	.00	.00	49,564.86

DOL00777

PX 23 Page 895

AR - 3623

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Agustin

un: 264
tatus: Completed
ate: Jul 24,2015
reated By: LISA Jul 22,2015 11:45:47

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11848

Period Override:
Pay Period From: Jul 08,2015
Pay Period Thru: Jul 14,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
006	Baltazar Arias SSN:									
1848	73.50	869.29	.00	41.69	53.89	12.61	13.92	6.65	.00	740.53
000	Agustin Hernandez SSN:									
1849	67.75	5,020.47	.00	1,030.04	311.27	72.79	261.43	9.68	.00	3,335.26
001	Alfredo L Silva SSN:									
1850	73.00	839.51	.00	21.26	52.05	12.17	14.67	6.41	.00	732.75
002	Frediberto Villasenor SSN:									
1851	73.75	832.64	.00	.00	51.62	12.07	.00	6.39	.00	762.56
003	Ricardo Arias SSN:									
1853	71.25	826.92	.00	58.41	51.27	11.99	13.85	6.32	.00	685.08
004	Francisco A Ibanez SSN:									
1854	70.51	871.98	.00	.00	54.06	12.64	.00	6.67	.00	798.61
005	Jose Erick Jimenez Osornio SSN:									
1855	70.75	821.26	.00	46.03	50.92	11.91	14.50	6.29	.00	691.61
006	Omar Pinon Roque SSN:									
1856	21.76	261.28	.00	.00	16.20	3.79	3.92	2.01	.00	235.36
007	Adan Raya Garcia SSN:									
1857	70.25	819.05	.00	.00	50.78	11.88	.00	6.27	.00	750.12
008	Octavio Vargas Vargas SSN:									
1858	61.00	730.33	.00	10.34	45.29	10.59	12.68	5.58	.00	645.85
009	Felix Arturo Hernandez Hernandez SSN:									
1859	49.50	624.05	.00	.00	38.69	9.05	.00	4.76	.00	571.55
010	Carlos Silva Llaguno SSN:									
1860	72.01	836.40	.00	36.76	51.86	12.13	14.81	6.39	.00	714.45
011	Andres Silva Llaguno SSN:									
1861	72.73	821.27	.00	34.82	50.92	11.91	14.50	6.30	.00	702.82
013	Fabian Hernandez SSN:									
1862	63.75	796.30	.00	.00	49.37	11.55	.00	6.10	.00	729.28
014	Martin Carrera Cortez SSN:									
1863	71.74	810.00	.00	10.62	50.22	11.75	11.58	6.19	.00	719.64
015	Jose L Pinon SSN:									
1865	69.50	873.65	.00	16.98	54.17	12.66	12.86	6.69	.00	770.29
016	Valentin Martinez Antonio SSN:									
1866	70.49	871.67	.00	32.17	54.05	12.64	13.59	6.67	.00	752.55
017	David Castaneda SSN:									
1867	70.50	871.93	.00	.00	54.06	12.64	.00	6.68	.00	798.55
018	Leny Velasquez SSN:									
1868	59.76	738.16	.00	.00	45.77	10.71	.00	5.66	.00	676.02
019	Reymundo Lara Amador SSN:									
1869	70.51	871.76	.00	.00	54.05	12.64	.00	6.67	.00	798.40
021	Carmelino Santi Lopez SSN:									
1870	71.49	807.10	.00	.00	50.04	11.70	.00	6.16	.00	739.20
022	Francisco Hernandez SSN:									
1872	70.49	872.50	.00	.00	54.10	12.65	.00	6.67	.00	799.08
053	Jose L Reynoso Rodriguez SSN:									
1873	73.50	855.18	.00	7.44	53.02	12.40	12.10	6.53	.00	763.69

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 264
tatus: Completed
ate: Jul 24,2015
reated By: LISA Jul 22,2015 11:45:47

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11846

Period Override:
Pay Period From: Jul 08,2015
Pay Period Thru: Jul 14,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
054	Ranulfo Lopez SSN:									
1874	70.51	871.98	.00	1.43	54.05	12.64	12.06	6.67	.00	785.12
057	Conrrado Perez Vasquez SSN:									
1875	71.49	807.11	.00	.00	50.04	11.71	10.76	6.18	.00	728.42
063	Jorge Escovar SSN:									
1876	64.49	804.69	.00	.00	49.89	11.67	.00	6.16	.00	736.97
098	Brian H Hernandez SSN:									
11877	77.00	957.36	.00	147.39	59.36	13.88	26.76	7.33	.00	702.64
102	Domingo Perez Lopez SSN:									
11878	70.50	872.49	.00	.00	54.09	12.65	.00	6.67	.00	799.08
103	Jose D Cruz SSN:									
11879	64.50	805.62	.00	.00	49.95	11.68	.00	6.16	.00	737.83
2104	Javier Cruz Lopez SSN:									
11880	70.50	872.51	.00	.00	54.10	12.65	.00	6.67	.00	799.09
2105	Rufino Hernandez Perez SSN:									
11881	59.49	734.41	.00	.00	45.54	10.65	.00	5.61	.00	672.61
2106	Ricardo Lopez Cruz SSN:									
11882	70.51	871.98	.00	.00	54.06	12.65	.00	6.67	.00	798.60
2107	Victor Lopez Cruz SSN:									
11883	64.50	805.62	.00	.00	49.94	11.68	.00	6.16	.00	737.84
2110	Salvador B Rodriguez Velasquez SSN:									
11884	70.76	876.23	.00	.00	54.33	12.70	.00	6.70	.00	802.50
2111	Jeiner A Rodriguez Velasquez SSN:									
11885	70.76	876.24	.00	.00	54.32	12.71	.00	6.69	.00	802.52
2112	Jose Raya SSN:									
11886	70.50	820.12	.00	.00	50.85	11.89	.00	6.28	.00	751.10
2113	Elias Reynoso Rodriguez SSN:									
11887	73.75	832.64	.00	.00	51.63	12.08	.00	6.37	.00	762.56
2114	Adonias O Reynoso SSN:									
11888	59.76	751.17	.00	.00	46.57	10.89	.00	5.75	.00	687.96
2134	Esdras Velasquez SSN:									
11889	10.50	118.55	.00	.00	7.35	1.72	.00	.91	.00	108.57
2135	Eusebio Asencion Flores SSN:									
11890	59.99	717.02	.00	.00	44.46	10.40	.00	5.47	.00	656.69
2137	Ramiro Perez SSN:									
11891	71.49	807.14	.00	.00	50.04	11.71	.00	6.18	.00	739.23
2139	Matias Ramirez SSN:									
11893	71.49	807.12	.00	25.71	50.04	11.70	12.30	6.17	.00	701.20
2176	Delmar Cruz SSN:									
11895	70.49	872.50	.00	.00	54.10	12.65	.00	6.68	.00	799.07
2177	Antonio Cruz Perez SSN:									
11896	63.76	812.47	.00	.00	50.38	11.79	.00	6.20	.00	744.10
2183	Camilo Carrera Hernandez SSN:									
11897	71.50	807.16	.00	78.53	50.05	11.70	14.22	6.18	.00	646.48
2194	Francisco J Gomez SSN:									
11899	70.00	815.64	.00	.00	50.57	11.82	.00	6.25	.00	747.00

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Jn: 264
:atus: Completed
ate: Jul 24,2015
reated By: LISA Jul 22,2015 11:45:47

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11848

Period Override:
Pay Period From: Jul 08,2015
Pay Period Thru: Jul 14,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
195	**Juan Vargas SSN:**									
1900	70.25	818.35	.00	.00	50.74	11.87	.00	6.27	.00	749.47
196	**Lorenzo Domingo Ramirez SSN:**									
1901	66.00	760.74	.00	.00	47.17	11.03	.00	5.84	.00	696.70
197	**Diego Vargas SSN:**									
1902	65.75	757.71	.00	.00	46.98	10.99	.00	5.81	.00	693.93
204	**Jeronimo Hernandez Perez SSN:**									
1903	60.00	700.92	.00	.00	43.46	10.16	.00	5.36	.00	641.94
Total:	3,319.73	43,898.19	.00	1,599.62	2,721.74	636.54	490.71	307.11	.00	38,142.47

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 274
Status: Completed
Date: Jul 31,2015
Created By: LISA Jul 29,2015 12:48:58

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12041

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
12041	59.75	707.51	.00	23.44	43.87	10.26	10.69	5.40	.00	613.85
1000	Agustin Hernandez SSN:									
12042	64.25	4,182.89	.00	789.74	259.34	60.65	202.80	00	.00	2,870.36
1001	Alfredo L Silva SSN:									
12043	61.75	710.14	.00	8.32	44.02	10.30	12.28	5.44	.00	629.78
1002	Frediberto Villasenor SSN:									
12044	58.74	668.72	.00	.00	41.46	9.70	.00	5.11	.00	612.45
1003	Ricardo Arias SSN:									
12045	57.75	676.08	.00	35.79	41.91	9.80	10.83	5.18	.00	572.57
1004	Francisco A Ibanez SSN:									
12046	45.78	530.71	.00	.00	32.91	7.70	.00	4.07	.00	486.03
1005	Jose Erick Jimenez Osornio SSN:									
12047	58.25	681.70	.00	28.55	42.27	9.89	11.71	5.21	.00	584.07
1006	Omar Pinon Roque SSN:									
12048	57.75	666.93	.00	27.08	41.34	9.67	11.42	5.09	.00	572.33
1007	Adan Raya Garcia SSN:									
12049	57.00	656.90	.00	.00	40.72	9.52	.00	5.02	.00	601.64
1008	Octavio Vargas Vargas SSN:									
12050	38.00	447.65	.00	.00	27.75	6.49	7.03	3.42	.00	402.96
1010	Carlos Silva Llaguno SSN:									
12051	57.75	676.12	.00	20.30	41.92	9.80	11.60	5.17	.00	587.33
1011	Andres Silva Llaguno SSN:									
12052	59.49	677.19	.00	20.41	41.99	9.82	11.62	5.18	.00	588.17
1013	Fabian Hernandez SSN:									
12053	57.75	670.84	.00	.00	41.59	9.73	.00	5.13	.00	614.39
1014	Martin Carrera Cortez SSN:									
12054	57.00	656.82	.00	.00	40.72	9.52	8.52	5.02	.00	593.04
1015	Jose L Pinon SSN:									
12055	58.00	673.15	.00	.00	41.73	9.76	8.85	5.14	.00	607.67
1016	Valentin Martinez Antonio SSN:									
12056	54.03	657.19	.00	10.72	40.74	9.53	9.30	5.02	.00	581.88
1017	David Castaneda SSN:									
12057	54.04	657.37	.00	.00	40.75	9.53	.00	5.03	.00	602.06
1018	Leny Velasquez SSN:									
12058	53.76	654.00	.00	.00	40.55	9.48	.00	4.99	.00	598.98
1019	Reymundo Lara Amador SSN:									
12059	54.04	657.38	.00	.00	40.75	9.53	.00	5.03	.00	602.07
1021	Carmelino Santi Lopez SSN:									
12060	57.00	656.27	.00	.00	40.69	9.52	.00	5.02	.00	601.04
1022	Francisco Hernandez SSN:									
12061	57.00	656.27	.00	.00	40.68	9.52	.00	5.02	.00	601.05
1053	Jose L Reynoso Rodriguez SSN:									
12062	58.75	663.30	.00	.00	41.13	9.62	8.27	5.07	.00	599.21
1054	Ranulfo Lopez SSN:									
12063	54.03	656.80	.00	.00	40.85	9.56	7.79	5.03	.00	595.57

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 274
Status: Completed
Date: Jul 31,2015
Created By: LISA Jul 29,2015 12:48:58

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12041

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2057	Conrrado Perez Vasquez SSN:									
12064	57.49	654.61	.00	.00	40.59	9.49	7.71	5.00	.00	591.82
2063	Jorge Escovar SSN:									
12065	57.50	667.68	.00	.00	41.40	9.68	.00	5.11	.00	611.49
2098	Brian H Hernandez SSN:									
12066	61.75	717.40	.00	92.11	44.48	10.41	13.27	5.50	.00	551.63
2102	Domingo Perez Lopez SSN:									
12067	57.00	656.81	.00	.00	40.72	9.52	.00	5.04	.00	601.53
2103	Jose D Cruz SSN:									
12068	57.00	656.81	.00	.00	40.72	9.52	.00	5.04	.00	601.53
2104	Javier Cruz Lopez SSN:									
12069	57.00	656.81	.00	.00	40.72	9.52	.00	5.03	.00	601.54
2105	Rufino Hernandez Perez SSN:									
2070	57.25	664.76	.00	.00	41.21	9.64	.00	5.09	.00	608.82
2106	Ricardo Lopez Cruz SSN:									
2071	54.03	658.79	.00	.00	40.85	9.55	.00	5.05	.00	603.34
2107	Victor Lopez Cruz SSN:									
2072	57.00	656.81	.00	.00	40.73	9.52	.00	5.04	.00	601.52
2110	Salvador B Rodriguez Velasquez SSN:									
2073	57.50	667.63	.00	.00	41.39	9.68	.00	5.12	.00	611.44
2111	Jeiner A Rodriguez Velasquez SSN:									
2074	57.00	656.27	.00	.00	40.69	9.51	.00	5.02	.00	601.05
2112	Jose Raya SSN:									
2075	57.50	673.26	.00	.00	41.74	9.77	.00	5.16	.00	616.59
2113	Elias Reynoso Rodriguez SSN:									
2076	58.75	663.30	.00	.00	41.12	9.61	.00	5.08	.00	607.49
2114	Adonias O Reynoso SSN:									
2077	57.25	664.79	.00	.00	41.22	9.64	.00	5.09	.00	608.84
2135	Eusebio Asencion Flores SSN:									
2078	57.25	664.76	.00	.00	41.22	9.63	.00	5.08	.00	608.83
2137	Ramiro Perez SSN:									
2079	57.00	656.27	.00	.00	40.69	9.51	.00	5.02	.00	601.05
2139	Matias Ramirez SSN:									
2080	51.49	587.29	.00	3.73	36.41	8.52	7.90	4.49	.00	526.24
2176	Delmar Cruz SSN:									
2081	57.00	656.27	.00	.00	40.69	9.52	.00	5.02	.00	601.04
2177	Antonio Cruz Perez SSN:									
2082	57.00	656.81	.00	.00	40.72	9.52	.00	5.03	.00	601.54
2183	Camilo Carrera Hernandez SSN:									
2083	57.50	654.73	.00	55.66	40.59	9.49	11.17	5.00	.00	532.82
2194	Francisco J Gomez SSN:									
2084	57.50	672.88	.00	.00	41.72	9.76	.00	5.15	.00	616.25
2195	Juan Vargas SSN:									
2085	57.00	667.27	.00	.00	41.37	9.68	.00	5.10	.00	611.12
2196	Lorenzo Domingo Ramirez SSN:									
2086	57.25	670.11	.00	.00	41.54	9.72	.00	5.11	.00	613.74

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 274
Status: Completed
Date: Jul 31,2015
Created By: LISA Jul 29,2015 12:48:58

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12041

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2197	Diego Vargas SSN:									
12087	57.00	667.33	.00	.00	41.37	9.68	.00	5.10	.00	611.18
2204	Jeronimo Hernandez Perez SSN:									
12088	57.00	667.26	.00	.00	41.37	9.68	00	5.10	.00	611.11
2217	Raul Jimenz SSN:									
12089	45.75	522.50	.00	.00	32.40	7.58	.00	4.00	.00	478.52
Total:	2,764.42	35,603.14	.00	1,115.85	2,207.35	516.25	372.76	240.36	.00	31,150.57

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 273
Status: Completed
Date: Jul 31,2015
Created By: LISA Jul 29,2015 12:37:38

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11971

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1024	Carlos Cruz Reyes SSN:									
11971	51.50	597.59	.00	.00	.00	.00	.00	.00	.00	597.59
1025	Yreneo C Lopez Carrera SSN:									
11972	57.50	667.71	.00	.00	.00	.00	.00	.00	.00	667.71
1026	Saul Sanchez Villasenor SSN:									
11973	53.25	626.22	.00	.00	.00	.00	.00	.00	.00	626.22
1027	Ruben Leon Hernandez SSN:									
11974	58.25	663.19	.00	.00	.00	.00	.00	.00	.00	663.19
1028	Modesto E Lopez Carrera SSN:									
11975	58.75	676.57	.00	.00	.00	.00	.00	.00	.00	676.57
1029	Amadeo Gonzalez Jaimes SSN: - -									
11976	57.00	656.81	.00	.00	.00	.00	.00	.00	.00	656.81
1030	Mateo Rios Bautista SSN:									
11977	57.00	658.52	.00	.00	.00	.00	.00	.00	.00	658.52
1031	German Arias Maya SSN:									
11978	57.75	676.02	.00	.00	.00	.00	.00	.00	.00	676.02
1032	Geovani de Jesus Del Angel Salas SSN:									
11979	57.50	672.96	.00	.00	.00	.00	.00	.00	.00	672.96
1033	Francisco J Pinon Rangel SSN:									
11980	57.50	673.26	.00	.00	.00	.00	.00	.00	.00	673.26
1034	Cesar Martinez Arellano SSN:									
11981	57.00	656.81	.00	.00	.00	.00	.00	.00	.00	656.81
1036	Alejandro Sanchez Villasenor SSN:									
11982	58.25	663.19	.00	.00	.00	.00	.00	.00	.00	663.19
1037	Eduardo De La Cruz Martinez SSN:									
11983	57.50	672.94	.00	.00	.00	.00	.00	.00	.00	672.94
1038	Armando Rodriguez Jaimes SSN:									
11984	48.75	554.23	.00	.00	.00	.00	.00	.00	.00	554.23
1055	Efrain Martinez Arellano SSN:									
11985	57.00	656.81	.00	.00	.00	.00	.00	.00	.00	656.81
1056	Humberto Zavala Jaimes SSN:									
11986	57.25	670.10	.00	.00	.00	.00	.00	.00	.00	670.10
1073	Jose Martinez Paulino SSN:									
11987	57.50	673.22	.00	.00	.00	.00	.00	.00	.00	673.22
1081	Demetrio Garcia Olarte SSN: - -									
11988	57.25	664.79	.00	.00	.00	.00	.00	.00	.00	664.79
1115	Alfredo Galindo Reyes SSN:									
11989	57.49	654.60	.00	.00	.00	.00	.00	.00	.00	654.60
1116	Carlos E Magallanes Hernandez SSN:									
11990	52.50	598.71	.00	.00	.00	.00	.00	.00	.00	598.71
1117	David Flores Flores SSN: - -									
11991	57.25	664.79	.00	.00	.00	.00	.00	.00	.00	664.79
1118	Eliseo Aguilar Caldera SSN: - -									
11992	57.50	654.73	.00	.00	.00	.00	.00	.00	.00	654.73
1119	Esteban Mendoza Soto SSN:									
11993	57.25	664.80	.00	.00	.00	.00	.00	.00	.00	664.80

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 273
tatus: Completed
ate: Jul 31,2015
reated By: LISA Jul 29,2015 12:37:38

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11971

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
120	Gabriel Lugo Morales SSN:									
1994	57.50	654.73	.00	.00	.00	.00	.00	.00	.00	654.73
121	Griseldo Cervantes Aguilar SSN:									
1995	57.50	667.71	.00	.00	.00	.00	.00	.00	.00	667.71
122	Honorato Galindo Cervantes SSN:									
1996	57.49	654.61	.00	.00	.00	.00	.00	.00	.00	654.61
123	Irineo Aguilar Marques SSN: - -									
1997	57.25	664.78	.00	.00	.00	.00	.00	.00	.00	664.78
124	J Santos Soto Gurrola SSN:									
1998	57.50	654.74	.00	.00	.00	.00	.00	.00	.00	654.74
125	Juan E Galindo Cervantes SSN:									
1999	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
126	Juan M Cumplido Aguilar SSN:									
2000	57.49	654.69	.00	.00	.00	.00	.00	.00	.00	654.69
127	Manuel Martinez Cervantes SSN:									
2001	57.25	664.78	.00	.00	.00	.00	.00	.00	.00	664.78
128	Norberto Garcia Cervantes SSN:									
2002	57.49	654.61	.00	.00	.00	.00	.00	.00	.00	654.61
129	Oscar J Blanco Aguilar SSN:									
2003	57.49	654.69	.00	.00	.00	.00	.00	.00	.00	654.69
130	Rafael Cervantes Cumplido SSN:									
2004	57.25	664.80	.00	.00	.00	.00	.00	.00	.00	664.80
131	Rogelio De La Cruz Morales SSN:									
2005	56.49	643.32	.00	.00	.00	.00	.00	.00	.00	643.32
132	Trinidad Aguilar Soto SSN:									
2006	56.49	643.32	.00	.00	.00	.00	.00	.00	.00	643.32
140	Pedro Chargoy Escudero SSN: - -									
2007	57.75	676.06	.00	.00	.00	.00	.00	.00	.00	676.06
141	Alvaro Vargas Venegas SSN: - -									
2008	57.50	673.19	.00	.00	.00	.00	.00	.00	.00	673.19
142	Aramndo Tapia Barbosa SSN:									
2009	57.25	664.79	.00	.00	.00	.00	.00	.00	.00	664.79
143	Alejandro Romero Arrendondo SSN: - -									
2010	57.25	670.13	.00	.00	.00	.00	.00	.00	.00	670.13
144	Jose L Silva Lopez SSN: - -									
2011	57.50	673.24	.00	.00	.00	.00	.00	.00	.00	673.24
146	Gustavo Cuellar Romero SSN:									
2012	57.75	676.04	.00	.00	.00	.00	.00	.00	.00	676.04
149	Martin Hurtado Olvera SSN:									
2013	57.50	654.74	.00	.00	.00	.00	.00	.00	.00	654.74
152	Luis A Hernandez Zavala SSN: - -									
2014	57.50	673.21	.00	.00	.00	.00	.00	00	.00	673.21
153	Luis A Luna Gonzalez SSN:									
2015	57.50	654.73	.00	.00	.00	.00	.00	00	.00	654.73
154	Adan Godinez Barcenas SSN:									
2016	57.75	676.04	.00	.00	.00	.00	.00	.00	.00	676.04

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 273
tatus: Completed
ate: Jul 31,2015
reated By: LISA Jul 29,2015 12:37:38

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11971

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
155	Nicolas Arroyo Alonso SSN: - -									
2017	57.75	676.05	.00	.00	.00	.00	.00	.00	.00	676.05
156	Jose M Jacobo Ramirez SSN:									
2018	57.25	661.49	.00	.00	.00	.00	.00	.00	.00	661.49
157	Erick G Garcia Cardos SSN: - -									
2019	57.75	676.10	.00	.00	.00	.00	.00	.00	.00	676.10
159	Juan Ramirez Chavez SSN: - -									
2020	57.25	670.04	.00	.00	.00	.00	.00	.00	.00	670.04
160	Miguel A Elizondo Soto SSN:									
2021	57.75	676.03	.00	.00	.00	.00	.00	.00	.00	676.03
161	Pedro Zavalz Almanza SSN:									
2022	57.25	670.17	.00	.00	.00	.00	.00	.00	.00	670.17
164	Rodrigo Raya Tapia SSN: - -									
2023	57.00	658.54	.00	.00	.00	.00	.00	.00	.00	658.54
165	Vicente Lara Amador SSN:									
2024	54.04	657.37	.00	.00	.00	.00	.00	.00	.00	657.37
166	Omar Garcia Ramiez SSN: - -									
2025	57.25	661.42	.00	.00	.00	.00	.00	.00	.00	661.42
167	Dario Morales Acosta SSN:									
2026	57.49	654.61	.00	.00	.00	.00	.00	.00	.00	654.61
168	Armando Guillen Segovia SSN:									
2027	59.75	693.77	.00	.00	.00	.00	.00	.00	.00	693.77
169	Jose M Villasenor Vargas SSN:									
2028	37.25	420.56	.00	.00	.00	.00	.00	.00	.00	420.56
170	Ricardo Santoyo Castro SSN:									
2029	57.50	654.71	.00	.00	.00	.00	.00	.00	.00	654.71
186	Carlos R Justiniano Soto SSN:									
2030	30.75	352.71	.00	.00	.00	.00	.00	.00	.00	352.71
188	Gaspar Gonzalez Jaimes SSN: - -									
2031	57.50	654.73	.00	.00	.00	.00	.00	.00	.00	654.73
189	Juan Santos Urquiza SSN: - -									
2032	57.50	654.73	.00	.00	.00	.00	.00	.00	.00	654.73
209	Rogelio Santiz Perez SSN: - -									
2033	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
210	Jose R Lopez Mendez SSN: - -									
2034	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
211	Herlindo Hernandez Perez SSN: - -									
2035	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
212	Gilberto Flores Montero SSN: - -									
2036	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
213	Francisco Santis Morales SSN: - -									
2037	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
214	Fernando Gomez Lopez SSN: - -									
2038	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
215	Domingo Lopez Lopez SSN:									
2039	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 273
Status: Completed
Date: Jul 31,2015
Created By: LISA Jul 29,2015 12:37:38

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 11971

Period Override:
Pay Period From: Jul 15,2015
Pay Period Thru: Jul 21,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
216	Conrado Lopez Lopez SSN: - -									
2040	24.75	283.11	.00	.00	.00	.00	.00	.00	.00	283.11
Total:	3,654.71	42,228.54	.00	.00	.00	.00	.00	.00	.00	42,228.54

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

1/2A 10 checks

un: 283
tatus: Completed
Date: Aug 07,2015
Created By: LISA Aug 05,2015 12:29:15

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12154

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2024	Carlos Cruz Reyes SSN:									
12154	49.50	564.77	.00	.00	.00	.00	.00	.00	00	564.77
2025	Yreneo C Lopez Carrera SSN:									
12155	63.00	717.15	.00	.00	.00	.00	.00	.00	.00	717.15
2026	Saul Sanchez Villasenor SSN:									
12156	65.75	748.63	.00	.00	.00	.00	.00	00	.00	748.63
2027	Ruben Leon Hernandez SSN:									
12157	66.25	748.00	.00	00	.00	.00	.00	.00	.00	748.00
2028	Modesto E Lopez Carrera SSN:									
12158	67.25	822.25	.00	.00	.00	.00	.00	.00	.00	822.25
2029	Amadeo Gonzalez Jaimes SSN:									
12159	67.50	825.46	.00	.00	00	.00	.00	.00	.00	825.46
2030	Mateo Rios Bautista SSN:									
12160	63.25	719.96	.00	.00	00	.00	.00	.00	.00	719.96
2031	German Arias Maya SSN:									
12161	63.00	711.27	.00	.00	.00	.00	.00	.00	.00	711.27
2032	Geovani de Jesus Del Angel Salas SSN:									
12162	63.00	711.32	.00	.00	.00	.00	.00	.00	.00	711.32
2033	Francisco J Pinon Rangel SSN:									
12163	63.25	714.08	.00	.00	.00	.00	.00	.00	.00	714.08
2034	Cesar Martinez Arellano SSN:									
12164	67.00	819.09	.00	.00	00	.00	.00	.00	.00	819.09
036	Alejandro Sanchez Villasenor SSN:									
12165	63.99	722.42	.00	.00	00	.00	.00	.00	.00	722.42
037	Eduardo De La Cruz Martinez SSN:									
12166	63.00	711.31	.00	.00	.00	.00	00	.00	.00	711.31
038	Armando Rodriguez Jaimes SSN:									
12167	84.50	962.16	00	.00	00	.00	00	00	.00	962.16
055	Efrain Martinez Arellano SSN:									
12168	67.00	819.09	.00	.00	.00	00	.00	00	.00	819.09
56	Humberto Zavala Jaimes SSN:									
169	63.00	711.27	.00	.00	.00	.00	.00	.00	.00	711.27
73	Jose Martinez Paulino SSN:									
170	63.25	714.11	.00	00	.00	00	.00	.00	.00	714.11
31	Demetrio Garcia Olarte SSN: - -									
171	63.00	717.15	.00	00	.00	.00	.00	00	.00	717.15
5	Alfredo Galindo Reyes SSN:									
72	62.99	711.15	.00	.00	.00	.00	.00	.00	.00	711.15
6	Carlos E Magallanes Hernandez SSN:									
73	63.24	713.99	.00	.00	.00	.00	.00	.00	.00	713.99
7	David Flores Flores SSN:									
74	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
3	Eliseo Aguilar Caldera SSN: - -									
75	62.99	711.12	.00	.00	.00	.00	.00	.00	.00	711.12
1	Esteban Mendoza Soto SSN:									
76	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 283
Status: Completed
Date: Aug 07,2015
Created By: LISA Aug 05,2015 12:29:15

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12154

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2120	Gabriel Lugo Morales SSN:									
12177	63.00	711.25	.00	.00	.00	.00	.00	.00	.00	711.25
2121	Griseldo Cervantes Aguilar SSN:									
12178	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
2122	Honorato Galindo Cervantes SSN:									
12179	62.99	711.16	.00	.00	.00	.00	.00	.00	.00	711.16
2123	Irineo Aguilar Marques SSN:									
12180	63.25	720.04	.00	.00	.00	.00	.00	.00	.00	720.04
2124	J Santos Soto Gurrola SSN:									
12181	62.75	708.53	.00	.00	.00	.00	.00	.00	.00	708.53
2125	Juan E Galindo Cervantes SSN:									
12182	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
2126	Juan M Cumplido Aguilar SSN:									
12183	63.24	713.98	.00	.00	.00	.00	.00	.00	.00	713.98
2127	Manuel Martinez Cervantes SSN:									
12184	63.25	719.96	.00	.00	.00	.00	.00	.00	.00	719.96
2128	Norberto Garcia Cervantes SSN:									
12185	63.01	711.35	.00	.00	.00	.00	.00	.00	.00	711.35
2129	Oscar J Blanco Aguilar SSN:									
12186	62.99	711.16	.00	.00	.00	.00	.00	.00	.00	711.16
2130	Rafael Cervantes Cumplido SSN:									
12187	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
2131	Rogelio De La Cruz Morales SSN:									
12188	63.00	711.26	.00	.00	.00	.00	.00	.00	.00	711.26
2132	Trinidad Aguilar Soto SSN:									
12189	62.74	708.30	.00	.00	.00	.00	.00	.00	.00	708.30
2140	Pedro Chargoy Escudero SSN:									
2190	63.25	714.13	.00	.00	.00	.00	.00	.00	.00	714.13
2141	Alvaro Vargas Venegas SSN: - -									
2191	63.25	714.13	.00	.00	.00	.00	.00	.00	.00	714.13
2142	Aremndo Tapia Barbosa SSN:									
2192	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
2143	Alejandro Romero Arrendondo SSN: - -									
2193	63.25	714.07	.00	.00	.00	.00	.00	.00	.00	714.07
2144	Jose L Silva Lopez SSN:									
2194	63.25	714.10	.00	.00	.00	.00	.00	.00	.00	714.10
2146	Gustavo Cuellar Romero SSN:									
2195	63.25	714.11	.00	.00	.00	.00	.00	.00	.00	714.11
2149	Martin Hurtado Olvera SSN:									
2196	62.99	711.16	.00	.00	.00	.00	.00	.00	.00	711.16
2152	Luis A Hernandez Zavala SSN:									
2197	63.25	714.13	.00	.00	.00	.00	.00	.00	.00	714.13
2153	Luis A Luna Gonzalez SSN:									
2198	63.00	711.28	.00	.00	.00	.00	.00	.00	.00	711.28
2154	Adan Godinez Barcenas SSN:									
2199	63.25	714.09	.00	.00	.00	.00	.00	.00	.00	714.09

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 283
Status: Completed
Date: Aug 07,2015
Created By: LISA Aug 05,2015 12:29:15

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12154

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2155	Nicolas Arroyo Alonso SSN:									
12200	63.25	714.08	.00	.00	.00	.00	.00	.00	.00	714.08
2156	Jose M Jacobo Ramirez SSN:									
12201	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
2157	Erick G Garcia Cardoso SSN:									
12202	63.00	711.32	.00	.00	.00	.00	.00	.00	.00	711.32
2159	Juan Ramirez Chavez SSN: - -									
12203	63.00	711.25	.00	.00	.00	.00	.00	.00	.00	711.25
2160	Miguel A Elizondo Soto SSN:									
12204	63.25	714.14	.00	.00	.00	.00	.00	.00	.00	714.14
2161	Pedro Zavalz Almanza SSN:									
12205	63.00	711.23	.00	.00	.00	.00	.00	.00	.00	711.23
2164	Rodrigo Raya Tapia SSN:									
12206	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
2165	Vicente Lara Amador SSN:									
12207	66.75	820.30	.00	.00	.00	.00	.00	.00	.00	820.30
2166	Omar Garcia Ramiez SSN: - -									
12208	63.00	717.14	.00	.00	.00	.00	.00	.00	.00	717.14
2167	Dario Morales Acosta SSN:									
12209	62.99	711.15	.00	.00	.00	.00	.00	.00	.00	711.15
2168	Armando Guillen Segovia SSN:									
12210	67.25	765.67	.00	.00	.00	.00	.00	.00	.00	765.67
2169	Jose M Villasenor Vargas SSN:									
12211	65.23	736.48	.00	.00	.00	.00	.00	.00	.00	736.48
2170	Ricardo Santoyo Castro SSN:									
2212	63.01	711.36	.00	.00	.00	.00	.00	.00	.00	711.36
186	Carlos R Justiniano Soto SSN:									
2213	34.25	386.67	.00	.00	.00	.00	.00	.00	.00	386.67
188	Gaspar Gonzalez Jaimes SSN:									
2214	62.99	711.16	.00	.00	.00	.00	.00	.00	.00	711.16
189	Juan Santos Urquiza SSN: - -									
2215	63.25	714.09	.00	.00	.00	.00	.00	.00	.00	714.09
209	Rogelio Santiz Perez SSN:									
2216	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
210	Jose R Lopez Mendez SSN: - -									
2217	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
211	Herlindo Hernandez Perez SSN:									
2218	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
212	Gilberto Flores Montero SSN: - -									
219	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
13	Francisco Santis Morales SSN:									
220	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
14	Fernando Gomez Lopez SSN:									
221	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
15	Domingo Lopez Lopez SSN:									
222	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 283
Status: Completed
Date: Aug 07,2015
Created By: LISA Aug 05,2015 12:29:15

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12154

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2216	Conrado Lopez Lopez SSN:									
12223	63.25	719.97	.00	.00	.00	.00	.00	.00	.00	719.97
Total:	4,430.90	50,499.50	.00	.00	.00	.00	.00	.00	.00	50,499.50

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

49 checks

Run: 284
Status: Completed
Date: Aug 07,2015
Created By: LISA Aug 05,2015 12:36:58

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12224

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
1006	Baltazar Arias SSN:									
12224	67.75	779.16	.00	30.61	48.30	11.30	12.12	5.97	.00	670.86
2000	Agustin Hernandez SSN:									
12225	71.25	3,977.19	.00	732.14	246.58	57.67	188.40	.00	.00	2,752.40
2001	Alfredo L Silva SSN:									
12226	75.50	868.26	.00	24.13	53.84	12.59	15.44	6.64	.00	755.62
2002	Frediberto Villasenor SSN:									
12227	66.25	747.94	.00	.00	46.38	10.84	.00	5.72	.00	685.00
2003	Ricardo Arias SSN:									
12228	65.25	736.71	.00	44.88	45.68	10.68	12.04	5.64	.00	617.79
2004	Francisco A Ibanez SSN:									
12229	68.00	835.61	.00	.00	51.81	12.11	.00	6.38	.00	765.31
2005	Jose Erick Jimenez Osornio SSN:									
12230	65.00	733.86	.00	33.77	45.50	10.64	12.75	5.62	.00	625.60
2006	Omar Pinon Roque SSN:									
12231	63.50	722.79	.00	32.66	44.82	10.48	12.53	5.54	.00	616.76
2007	Adan Raya Garcia SSN:									
12232	68.50	835.98	.00	.00	51.83	12.12	.00	6.39	.00	765.64
2008	Octavio Vargas Vargas SSN:									
12233	39.00	446.23	.00	.00	27.67	6.47	7.00	3.42	.00	401.67
2010	Carlos Silva Llaguno SSN:									
12234	65.25	736.71	.00	26.36	45.68	10.69	12.81	5.65	.00	635.52
2011	Andres Silva Llaguno SSN:									
12235	65.00	733.84	.00	26.08	45.50	10.64	12.75	5.60	.00	633.27
2013	Fabian Hernandez SSN:									
12236	63.25	719.97	.00	.00	44.64	10.44	.00	5.51	.00	659.38
2014	Martin Carrera Cortez SSN:									
12237	67.75	828.30	.00	12.45	51.35	12.01	11.95	6.33	.00	734.21
2015	Jose L Pinon SSN:									
12238	54.25	618.66	.00	.00	38.36	8.97	7.76	4.75	.00	558.82
2016	Valentin Martinez Antonio SSN:									
12239	67.25	826.63	.00	27.66	51.25	11.98	12.69	6.33	.00	716.72
2017	David Castaneda SSN:									
12240	67.50	829.84	.00	.00	51.45	12.03	.00	6.35	.00	760.01
2018	Leny Velasquez SSN:									
12241	67.25	826.63	.00	.00	51.25	11.99	.00	6.33	.00	757.06
2019	Reymundo Lara Amador SSN:									
12242	68.00	835.88	.00	.00	51.83	12.12	.00	6.39	.00	765.54
2021	Carmelino Santi Lopez SSN:									
12243	67.25	820.44	.00	.00	50.87	11.89	.00	6.28	.00	751.40
2022	Francisco Hernandez SSN:									
12244	67.00	817.29	.00	.00	50.68	11.85	.00	6.24	.00	748.52
2053	Jose L Reynoso Rodriguez SSN:									
12245	65.25	736.67	.00	.00	45.67	10.68	9.73	5.64	.00	664.95
2054	Ranulfo Lopez SSN:									
12246	68.00	836.21	.00	.00	51.84	12.12	11.34	6.40	.00	754.51

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 264
tatus: Completed
ate: Aug 07,2015
reated By: LISA Aug 05,2015 12:36:58

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12224

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
057	Conrrado Perez Vasquez SSN:									
2247	63.00	711.27	.00	.00	44.10	10.31	8.84	5.44	.00	642.58
063	Jorge Escovar SSN:									
12248	63.25	719.97	.00	.00	44.64	10.44	.00	5.50	.00	659.39
098	Brian H Hernandez SSN:									
12249	67.25	766.12	.00	99.58	47.50	11.10	15.17	5.85	.00	586.92
2102	Domingo Perez Lopez SSN:									
12250	67.25	826.93	.00	.00	51.27	12.00	.00	6.32	.00	757.34
2103	Jose D Cruz SSN:									
12251	67.00	823.66	.00	.00	51.07	11.95	.00	6.30	.00	754.34
2104	Javier Cruz Lopez SSN:									
12252	67.00	823.66	.00	.00	51.07	11.95	.00	6.30	.00	754.34
2105	Rufino Hernandez Perez SSN:									
12253	63.25	719.97	.00	.00	44.64	10.44	.00	5.51	.00	659.38
2106	Ricardo Lopez Cruz SSN:									
12254	67.25	826.97	.00	.00	51.27	11.99	.00	6.31	.00	757.40
2107	Victor Lopez Cruz SSN:									
12255	67.25	826.93	.00	.00	51.27	11.99	.00	6.31	.00	757.36
2110	Salvador B Rodriguez Velasquez SSN:									
12256	49.50	564.77	.00	.00	35.02	8.19	.00	4.32	.00	517.24
2111	Jeiner A Rodriguez Velasquez SSN:									
12257	68.00	830.06	.00	.00	51.46	12.04	.00	6.35	.00	760.21
2112	Jose Raya SSN:									
12258	63.25	714.08	.00	.00	44.27	10.35	.00	5.46	.00	654.00
2113	Elias Reynoso Rodriguez SSN:									
12259	65.25	736.67	.00	.00	45.67	10.68	.00	5.63	.00	674.69
2114	Adonias O Reynoso SSN:									
12260	59.75	678.50	.00	.00	42.07	9.84	.00	5.18	.00	621.41
2135	Eusebio Asencion Flores SSN:									
12261	23.75	268.14	.00	.00	16.62	3.89	.00	2.06	.00	245.57
2137	Ramiro Perez SSN:									
12262	67.25	820.44	.00	.00	50.87	11.90	.00	6.29	.00	751.38
2139	Matias Ramirez SSN:									
12263	62.74	708.36	.00	15.84	43.92	10.27	10.32	5.41	.00	622.60
2176	Delmar Cruz SSN:									
12264	67.25	820.44	.00	.00	50.86	11.90	.00	6.28	.00	751.40
2177	Antonio Cruz Perez SSN:									
12265	67.25	822.25	.00	.00	50.98	11.92	.00	6.29	.00	753.06
2183	Camilo Carrera Hernandez SSN:									
12266	63.00	711.24	.00	64.14	44.10	10.32	12.30	5.45	.00	574.93
2194	Francisco J Gomez SSN:									
12267	63.25	714.10	.00	.00	44.27	10.35	.00	5.46	.00	654.02
2195	Juan Vargas SSN:									
12268	63.25	714.05	.00	.00	44.27	10.35	.00	5.45	.00	653.98
2196	Lorenzo Domingo Ramirez SSN:									
12269	63.25	714.08	.00	.00	44.28	10.36	.00	5.47	.00	653.97

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 284
Status: Completed
Date: Aug 07,2015
Created By: LISA Aug 05,2015 12:36:58

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12224

Period Override:
Pay Period From: Jul 22,2015
Pay Period Thru: Jul 28,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2197	Diego Vargas SSN:									
12270	63.25	714.07	.00	.00	44.28	10.35	.00	5.46	.00	653.98
2204	Jeronimo Hernandez Perez SSN:									
12271	63.00	711.24	.00	.00	44.09	10.31	.00	5.44	.00	651.40
2217	Raul Jimenz SSN:									
12272	63.26	714.17	.00	.00	44.27	10.35	.00	5.46	.00	654.09
Total:	3,131.75	39,852.96	.00	1,170.30	2,470.91	577.85	385.94	274.42	.00	34,973.54

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

tun: 293
tatus: Processed
)ate: Aug 14,2015
Created By: LISA Aug 06,2015 10:47:01

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12405

Period Override:
Pay Period From: Jul 29,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2000	Agustin Hernandez SSN:									
12405	67.75	3,443.08	.00	582.59	213.47	49.93	151.02	.00	.00	2,446.07
2001	Alfredo L Silva SSN:									
12406	80.50	925.77	.00	29.88	57.39	13.42	16.59	7.07	.00	801.42
2002	Frediberto Villasenor SSN:									
12407	61.01	688.80	.00	.00	42.70	9.99	.00	5.27	.00	630.84
2003	Ricardo Arias SSN:									
12408	60.00	677.36	.00	35.98	42.00	9.83	10.85	5.17	.00	573.53
2004	Francisco A Ibanez SSN:									
12409	67.25	830.74	.00	.00	51.50	12.05	.00	6.35	.00	760.84
2005	Jose Erick Jimenez Osornio SSN:									
12410	60.00	677.36	.00	28.12	41.99	9.82	11.62	5.18	.00	580.63
2006	Omar Pinon Roque SSN:									
12411	59.25	739.10	.00	34.29	45.82	10.72	12.86	5.64	.00	629.77
2007	Adan Raya Garcia SSN:									
12412	64.25	769.37	.00	.00	47.71	11.16	.00	5.88	.00	704.62
2008	Octavio Vargas Vargas SSN:									
12413	48.50	598.98	.00	.00	37.13	8.69	10.06	4.58	.00	538.52
2010	Carlos Silva Llaguno SSN:									
12414	77.00	869.28	.00	41.69	53.89	12.60	15.46	6.64	.00	739.00
2011	Andres Silva Llaguno SSN:									
12415	59.77	674.78	.00	20.17	41.83	9.78	11.57	5.16	.00	586.27
2013	Fabian Hernandez SSN:									
12416	57.75	719.00	.00	.00	44.58	10.42	.00	5.50	.00	658.50
2014	Martin Carrera Cortez SSN:									
12417	63.75	771.11	.00	6.73	47.81	11.18	10.81	5.91	.00	688.67
2015	Jose L Pinon SSN:									
12418	59.00	736.28	.00	3.24	45.65	10.68	10.11	5.62	.00	660.98
2016	Valentin Martinez Antonio SSN:									
12419	67.25	830.73	.00	28.07	51.51	12.05	12.77	6.37	.00	719.96
2017	David Castaneda SSN:									
12420	67.75	837.00	.00	.00	51.90	12.14	.00	6.40	.00	766.56
2018	Leny Velasquez SSN:									
12421	63.50	788.36	.00	.00	48.88	11.43	.00	6.03	.00	722.02
2019	Reymundo Lara Amador SSN:									
12422	63.75	791.40	.00	.00	49.07	11.48	.00	6.06	.00	724.79
2021	Carmelino Santi Lopez SSN:									
12423	67.50	805.81	.00	.00	49.96	11.69	.00	6.17	.00	737.99
2022	Francisco Hernandez SSN:									
12424	67.25	802.81	.00	.00	49.77	11.64	.00	6.15	.00	735.25
2053	Jose L Reynoso Rodriguez SSN:									
12425	60.50	683.04	.00	.00	42.35	9.91	8.66	5.23	.00	616.89
2054	Ranulfo Lopez SSN:									
12426	64.00	795.23	.00	.00	49.31	11.53	10.52	6.08	.00	717.79
2057	Conrrado Perez Vasquez SSN:									
12427	58.53	660.84	.00	.00	40.97	9.58	7.83	5.05	.00	597.41

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

tun: 293
tatus: Processed
)ate: Aug 14,2015
Created By: LISA Aug 06,2015 10:47:01

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12405

Period Override:
Pay Period From: Jul 29,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2063	Jorge Escovar SSN:									
12428	54.50	677.49	.00	.00	42.00	9.82	.00	5.19	.00	620.48
2098	Brian H Hernandez SSN:									
12429	62.75	781.64	.00	103.46	48.46	11.34	16.05	5.98	.00	596.35
2102	Domingo Perez Lopez SSN:									
12430	67.50	814.65	.00	.00	50.51	11.81	.00	6.23	.00	746.10
2103	Jose D Cruz SSN:									
12431	67.25	811.61	.00	.00	50.32	11.76	.00	6.21	.00	743.32
2104	Javier Cruz Lopez SSN:									
12432	67.25	811.61	.00	.00	50.32	11.76	.00	6.21	.00	743.32
2105	Rufino Hernandez Perez SSN:									
12433	37.75	493.19	.00	.00	30.58	7.15	.00	3.77	.00	451.69
2106	Ricardo Lopez Cruz SSN:									
12434	63.75	792.16	.00	.00	49.12	11.49	.00	6.06	.00	725.49
2107	Victor Lopez Cruz SSN:									
12435	67.50	814.65	.00	.00	50.50	11.82	.00	6.25	.00	746.08
2110	Salvador B Rodriguez Velasquez SSN:									
12436	57.75	718.99	.00	.00	44.58	10.43	.00	5.49	.00	658.49
2111	Jeiner A Rodriguez Velasquez SSN:									
12437	67.75	808.72	.00	.00	50.14	11.72	.00	6.20	.00	740.66
2112	Jose Raya SSN:									
12438	59.24	668.92	.00	.00	41.47	9.70	.00	5.11	.00	612.64
2113	Elias Reynoso Rodriguez SSN:									
12439	61.27	691.75	.00	.00	42.89	10.04	.00	5.30	.00	633.52
2114	Adonias O Reynoso SSN:									
12440	57.75	719.00	.00	.00	44.57	10.42	.00	5.50	.00	658.51
2135	Eusebio Asencion Flores SSN:									
12441	57.75	718.93	.00	.00	44.57	10.43	.00	5.50	.00	658.43
2137	Ramiro Perez SSN:									
12442	63.75	763.47	.00	.00	47.33	11.07	.00	5.83	.00	699.24
2139	Matias Ramirez SSN:									
12443	57.28	646.73	.00	9.67	40.10	9.38	9.09	4.97	.00	573.52
2176	Delmar Cruz SSN:									
12444	67.50	805.81	.00	.00	49.96	11.68	.00	6.15	.00	738.02
2177	Antonio Cruz Perez SSN:									
12445	67.50	813.50	.00	.00	50.44	11.80	.00	6.22	.00	745.04
2183	Camilo Carrera Hernandez SSN:									
12446	58.78	663.66	.00	57.00	41.14	9.62	11.35	5.07	.00	539.48
2194	Francisco J Gomez SSN:									
12447	59.50	671.73	.00	.00	41.65	9.74	.00	5.15	.00	615.19
2195	Juan Vargas SSN:									
12448	59.25	668.88	.00	.00	41.47	9.70	.00	5.12	.00	612.59
2196	Lorenzo Domingo Ramirez SSN:									
12449	59.24	668.89	.00	.00	41.47	9.69	.00	5.11	.00	612.62
2197	Diego Vargas SSN:									
12450	59.50	671.77	.00	.00	41.64	9.74	.00	5.14	.00	615.25

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

:un: 293
:tatus: Processed
late: Aug 14,2015
:reated By: LISA Aug 06,2015 10:47:01

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12405

Period Override:
Pay Period From: Jul 28,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
:204	Jeronimo Hernandez Perez	SSN:								
2451	59.25	668.86	.00	.00	41.47	9.70	.00	5.12	.00	612.57
:217	Raul Jimenz	SSN:								
2452	58.53	660.84	.00	.00	40.98	9.58	.00	5.06	.00	605.22
Total:	2,985.65	38,143.68	.00	980.89	2,364.87	553.11	337.22	265.45	.00	33,642.14

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 292
Status: Processed
Date: Aug 14,2015
Created By: LISA Aug 06,2015 10:43:06

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12379

Period Override:
Pay Period From: Jul 29,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2025	Yreneo C Lopez Carrera SSN:									
12379	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
2026	Saul Sanchez Villasenor SSN:									
12380	59.50	743.17	.00	.00	.00	.00	.00	.00	.00	743.17
2027	Ruben Leon Hernandez SSN:									
12381	58.78	663.70	.00	.00	.00	.00	.00	.00	.00	663.70
2028	Modesto E Lopez Carrera SSN:									
12382	67.25	810.47	.00	.00	.00	.00	.00	.00	.00	810.47
2029	Amadeo Gonzalez Jaimes SSN:									
12383	67.50	813.46	.00	.00	.00	.00	.00	.00	.00	813.46
2031	German Arias Maya SSN:									
12384	59.50	671.75	.00	.00	.00	.00	.00	.00	.00	671.75
2034	Cesar Martinez Arellano SSN:									
12385	67.50	813.50	.00	.00	.00	.00	.00	.00	.00	813.50
2036	Alejandro Sanchez Villasenor SSN:									
12386	59.25	668.94	.00	.00	.00	.00	.00	.00	.00	668.94
2038	Armando Rodriguez Jaimes SSN:									
12387	68.50	789.34	.00	.00	.00	.00	.00	.00	.00	789.34
2055	Efrain Martinez Areliano SSN:									
12388	67.25	810.48	.00	.00	.00	.00	.00	.00	.00	810.48
2056	Humberto Zavala Jaimes SSN:									
12389	59.24	668.90	.00	.00	.00	.00	.00	.00	.00	668.90
2165	Vicente Lara Amador SSN:									
12390	67.25	830.73	.00	.00	.00	.00	.00	.00	.00	830.73
2168	Armando Guillen Segovia SSN:									
12391	59.50	742.55	.00	.00	.00	.00	.00	.00	.00	742.55
2169	Jose M Villasenor Vargas SSN:									
12392	59.53	672.14	.00	.00	.00	.00	.00	.00	.00	672.14
2170	Ricardo Santoyo Castro SSN:									
12393	58.50	660.48	.00	.00	.00	.00	.00	.00	.00	660.48
2186	Carlos R Justiniano Soto SSN:									
12394	27.53	310.85	.00	.00	.00	.00	.00	.00	.00	310.85
2188	Gaspar Gonzalez Jaimes SSN:									
12395	58.78	663.67	.00	.00	.00	.00	.00	.00	.00	663.67
2189	Juan Santos Urquiza SSN: - -									
12396	58.53	660.84	.00	.00	.00	.00	.00	.00	.00	660.84
2209	Rogelio Santiz Perez SSN:									
12397	57.75	719.02	.00	.00	.00	.00	.00	.00	.00	719.02
2210	Jose R Lopez Mendez SSN: - -									
12398	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
2211	Herlindo Hernandez Perez SSN:									
12399	57.75	719.02	.00	.00	.00	.00	.00	.00	.00	719.02
2212	Gilberto Flores Montero SSN: - -									
12400	57.75	718.94	.00	.00	.00	.00	.00	.00	.00	718.94
2213	Francisco Santis Morales SSN:									
12401	57.75	719.03	.00	.00	.00	.00	.00	.00	.00	719.03

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

Run: 292
Status: Processed
Date: Aug 14,2015
Created By: LISA Aug 05,2015 10:43:06

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12379

Period Override:
Pay Period From: Jul 29,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
2214	**Fernando Gomez Lopez SSN:**									
12402	57.75	719.00	.00	.00	.00	.00	.00	.00	.00	719.00
2215	**Domingo Lopez Lopez SSN:**									
12403	57.75	718.99	.00	.00	.00	.00	.00	.00	.00	718.99
2216	**Conrado Lopez Lopez SSN:**									
12404	57.75	719.02	.00	.00	.00	.00	.00	.00	.00	719.02
Total	1,543.64	18,465.85	.00	.00	.00	.00	.00	.00	.00	18,465.85

H2A - draft
pd 8/7/15

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 291
tatus: Completed
ate: Aug 07,2015
reated By: LISA Aug 06,2015 10:00:29

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12335

Period Override:
Pay Period From: Jul 29,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
124	Carlos Cruz Reyes SSN:									
2335	57.75	718.94	.00	.00	.00	.00	.00	.00	.00	718.94
130	Mateo Rios Bautista SSN:									
2336	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
132	Geovani de Jesus Del Angel Salas SSN:									
2337	51.00	575.79	.00	.00	.00	.00	.00	.00	.00	575.79
133	Francisco J Pinon Rangel SSN:									
2338	59.50	671.77	.00	.00	.00	.00	.00	.00	.00	671.77
137	Eduardo De La Cruz Martinez SSN:									
2339	59.24	668.86	.00	.00	.00	.00	.00	.00	.00	668.86
173	Jose Martinez Paulino SSN:									
2340	59.50	671.75	.00	.00	.00	.00	.00	.00	.00	671.75
181	Demetrio Garcia Olarte SSN: - -									
2341	57.75	718.94	.00	.00	.00	.00	.00	.00	.00	718.94
115	Alfredo Galindo Reyes SSN:									
2342	58.78	663.66	.00	.00	.00	.00	.00	.00	.00	663.66
116	Carlos E Magallanes Hernandez SSN:									
2343	37.77	426.41	.00	.00	.00	.00	.00	.00	.00	426.41
117	David Flores Flores SSN:									
2344	57.75	719.02	.00	.00	.00	.00	.00	.00	.00	719.02
118	Eliseo Aguilar Caldera SSN: - -									
2345	58.75	663.31	.00	.00	.00	.00	.00	.00	.00	663.31
119	Esteban Mendoza Soto SSN:									
2346	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
120	Gabriel Lugo Morales SSN:									
2347	58.77	663.50	.00	.00	.00	.00	.00	.00	.00	663.50
121	Griseldo Cervantes Aguilar SSN:									
2348	57.75	718.94	.00	.00	.00	.00	.00	.00	.00	718.94
122	Honorato Galindo Cervantes SSN:									
2349	58.78	663.67	.00	.00	.00	.00	.00	.00	.00	663.67
123	Irineo Aguilar Marques SSN:									
2350	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
124	J Santos Soto Gurrola SSN:									
2351	58.78	663.66	.00	.00	.00	.00	.00	.00	.00	663.66
125	Juan E Galindo Cervantes SSN:									
2352	54.25	660.02	.00	.00	.00	.00	.00	.00	.00	660.02
126	Juan M Cumplido Aguilar SSN:									
2353	58.77	663.50	.00	.00	.00	.00	.00	.00	.00	663.50
127	Manuel Martinez Cervantes SSN:									
2354	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
128	Norberto Garcia Cervantes SSN:									
2355	58.78	663.66	.00	.00	.00	.00	.00	.00	.00	663.66
129	Oscar J Blanco Aguilar SSN:									
2356	58.78	663.66	.00	.00	.00	.00	.00	.00	.00	663.66
130	Rafael Cervantes Cumplido SSN:									
2357	57.75	718.97	.00	.00	.00	.00	.00	.00	.00	718.97

Payroll Run Inquiry - Check View

SUN VALLEY ORCHARDS LLC

un: 291
:atus: Completed
ate: Aug 07,2015
reated By: LISA Aug 06,2015 10:00:29

Calendar Year: 2015 Quarter: 3
Bank: Elmer Bank Payroll Account
Start Check #: 12335

Period Override:
Pay Period From: Jul 29,2015
Pay Period Thru: Aug 04,2015

Check #	Hours	Gross	Other Wages	FIT	SS	MEDI	St W/H	Other St/Local	Other Ded	Net
131	Rogelio De La Cruz Morales SSN:									
2358	58.78	663.67	.00	.00	.00	.00	.00	.00	.00	663.67
132	Trinidad Aguilar Soto SSN:									
2359	58.78	663.72	.00	.00	.00	.00	.00	.00	.00	663.72
140	Pedro Chargoy Escudero SSN:									
2360	59.50	671.77	.00	.00	.00	.00	.00	.00	.00	671.77
141	Alvaro Vargas Venegas SSN: - -									
2361	59.50	671.74	.00	.00	.00	.00	.00	.00	.00	671.74
142	Aramndo Tapia Barbosa SSN:									
2362	57.75	719.00	.00	.00	.00	.00	.00	.00	.00	719.00
143	Alejandro Romero Arrendondo SSN: - -									
2363	59.24	668.89	.00	.00	.00	.00	.00	.00	.00	668.89
144	Jose L Silva Lopez SSN:									
2364	59.50	671.74	.00	.00	.00	.00	.00	.00	.00	671.74
146	Gustavo Cuellar Romero SSN:									
2365	59.50	671.77	.00	.00	.00	.00	.00	.00	.00	671.77
149	Martin Hurtado Olvera SSN:									
2366	58.75	663.30	.00	.00	.00	.00	.00	.00	.00	663.30
152	Luis A Hernandez Zavala SSN:									
2367	59.50	671.74	.00	.00	.00	.00	.00	.00	.00	671.74
153	Luis A Luna Gonzalez SSN:									
2368	58.78	663.64	.00	.00	.00	.00	.00	.00	.00	663.64
154	Adan Godinez Barcenas SSN:									
2369	59.25	668.91	.00	.00	.00	.00	.00	.00	.00	668.91
155	Nicolas Arroyo Alonso SSN:									
2370	59.25	668.90	.00	.00	.00	.00	.00	.00	.00	668.90
156	Jose M Jacobo Ramirez SSN:									
12371	57.75	718.93	.00	.00	.00	.00	.00	.00	.00	718.93
157	Erick G Garcia Cardoso SSN:									
12372	59.50	671.77	.00	.00	.00	.00	.00	.00	.00	671.77
159	Juan Ramirez Chavez SSN: - -									
12373	59.00	666.10	.00	.00	.00	.00	.00	.00	.00	666.10
160	Miguel A Elizondo Soto SSN:									
12374	59.25	668.90	.00	.00	.00	.00	.00	.00	.00	668.90
161	Pedro Zavalz Almanza SSN:									
12375	59.50	671.74	.00	.00	.00	.00	.00	.00	.00	671.74
164	Rodrigo Raya Tapia SSN:									
12376	57.75	719.00	.00	.00	.00	.00	.00	.00	.00	719.00
166	Omar Garcia Ramiez SSN: - -									
12377	57.75	719.00	.00	.00	.00	.00	.00	.00	.00	719.00
167	Dario Morales Acosta SSN:									
12378	58.50	660.48	.00	.00	.00	.00	.00	.00	.00	660.48
Total:	2,548.28	29,688.46	.00	.00	.00	.00	.00	.00	.00	29,688.46



Another Quality software from Orange Enterprises, Inc.

(Date In is between '4/15/2015 12:00 AM' AND '4/21/2015 11:59 PM' AND Employee Crew IN ('Agustin H2A'))

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2031 Arias Maya, German Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2024 Cruz Reyes, Carlos Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2037 De La Cruz Martinez, Eduardo Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2032 Del Angel Salas, Geovani de Jesus Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2029 Gonzalez Jaimes, Amadeo Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2035 Grijalva Ramos, Celso Total		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16

Employee Count: 7 **Job Card Count:** 13

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/16/2015	Thursday		3.00	3.00											33.87
2027 Leon Hernandez, Ruben Total:		04/16/15 - 04/16/15	3.00	3.00			11.29	33.87					0.00	0.00	33.87
4/15/2015	Wednesday		8.75	8.75											98.79
4/16/2015	Thursday		6.25	6.25											70.56
4/18/2015	Saturday		6.25	6.25											70.56
4/19/2015	Sunday		3.50	3.50											39.52
4/20/2015	Monday		3.75	3.75											42.34
4/21/2015	Tuesday		4.00	4.00											45.16
2028 Lopez Carrera, Modesto Edilberto Total:		04/15/15 - 04/21/15	32.50	32.50			11.29	366.93					0.00	0.00	366.93
4/15/2015	Wednesday		8.75	8.75											98.79
4/16/2015	Thursday		6.25	6.25											70.56
4/18/2015	Saturday		6.25	6.25											70.56
4/19/2015	Sunday		3.50	3.50											39.52
4/20/2015	Monday		3.75	3.75											42.34
4/21/2015	Tuesday		4.00	4.00											45.16
2025 Lopez Carrera, Yreneo Colo Total:		04/15/15 - 04/21/15	32.50	32.50			11.29	366.93					0.00	0.00	366.93
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2034 Martinez Arellano, Cesar Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2033 Pinon Rangel, Francisco Javier Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29

Employee Count: 12 **Job Card Count:** 31

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2030 Rios Bautista, Mateo Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2036 Sanchez Villasenor, Alejandro Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16
4/16/2015	Thursday		3.00	3.00											33.87
4/18/2015	Saturday		1.00	1.00											11.29
2026 Sanchez Villasenor, Saul Total:		04/16/15 - 04/18/15	4.00	4.00			11.29	45.16					0.00	0.00	45.16

	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
Grand Totals:	112.00	112.00			11.29	1,264.49					0.00	0.00	1,264.49

Employee Count: 14 **Job Card Count:** 35



Another Quality software from Orange Enterprises, Inc.

(Date In is between '4/22/2015 12:00 AM' AND '4/28/2015 11:59 PM' AND Employee Crew IN ('Agustin H2A'))

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/22/2015	Wednesday		6.00	6.00											67.74
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74
2031 Arias Maya, German Total:		04/22/15 - 04/28/15	28.25	28.25			11.29	318.94					0.00	0.00	318.94
4/22/2015	Wednesday		6.00	6.00											67.74
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74
2024 Cruz Reyes, Carlos Total:		04/22/15 - 04/28/15	27.00	27.00			11.29	304.83					0.00	0.00	304.83
4/22/2015	Wednesday		6.00	6.00											67.74
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74
2037 De La Cruz Martinez, Eduardo Total:		04/22/15 - 04/28/15	27.00	27.00			11.29	304.83					0.00	0.00	304.83

Employee Count: 4 **Job Card Count:** 24

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/22/2015	Wednesday		6.00	6.00											67.74
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.25	6.25											70.56
2032 Del Angel Salas, Geovani de Jesus Total:		04/22/15 - 04/28/15	27.25	27.25			11.29	307.65					0.00	0.00	307.65
4/22/2015	Wednesday		6.00	6.00											67.74
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74
2029 Gonzalez Jaimes, Amadeo Total:		04/22/15 - 04/28/15	27.00	27.00			11.29	304.83					0.00	0.00	304.83
4/22/2015	Wednesday		6.50	6.50											73.39
4/24/2015	Friday		3.75	3.75											42.34
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.50	4.50											50.81
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.25	6.25											70.56
2035 Grijalva Ramos, Celso Total		04/22/15 - 04/28/15	28.50	28.50			11.29	321.78					0.00	0.00	321.78
4/22/2015	Wednesday		6.00	6.00											67.74
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74

Employee Count: 7 **Job Card Count:** 51

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2027 Leon Hernandez, Ruben Total:		04/22/15 - 04/28/15	28.25	28.25			11.29	318.94					0.00	0.00	318.94
4/22/2015	Wednesday		5.50	5.50											62.10
4/23/2015	Thursday		3.25	3.25											36.69
4/24/2015	Friday		6.00	6.00											67.74
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		10.25	10.25											115.72
2028 Lopez Carrera, Modesto Edilberto Total:		04/22/15 - 04/28/15	36.75	36.75			11.29	414.91					0.00	0.00	414.91
4/22/2015	Wednesday		5.50	5.50											62.10
4/23/2015	Thursday		3.25	3.25											36.69
4/24/2015	Friday		6.00	6.00											67.74
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		10.25	10.25											115.72
2025 Lopez Carrera, Yreneo Colo Total:		04/22/15 - 04/28/15	36.75	36.75			11.29	414.91					0.00	0.00	414.91
4/22/2015	Wednesday		6.00	6.00											67.74
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74
2055 Martinez Arellano, Efrain Total:		04/22/15 - 04/28/15	27.00	27.00			11.29	304.83					0.00	0.00	304.83
4/22/2015	Wednesday		6.50	6.50											73.39
4/24/2015	Friday		3.75	3.75											42.34

Employee Count: 11 **Job Card Count:** 77

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.50	4.50											50.81
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.25	6.25											70.56
2034 Martinez Arellano, Cesar Total:		04/22/15 - 04/28/15	28.50	28.50			11.29	321.78					0.00	0.00	321.78
4/22/2015	Wednesday		6.50	6.50											73.39
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.75	3.75											42.34
4/25/2015	Saturday		5.50	5.50											62.10
4/26/2015	Sunday		4.50	4.50											50.81
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.25	6.25											70.56
2033 Pinon Rangel, Francisco Javier Total:		04/22/15 - 04/28/15	31.75	31.75			11.29	358.47					0.00	0.00	358.47
4/22/2015	Wednesday		6.50	6.50											73.39
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.75	3.75											42.34
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.50	4.50											50.81
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.25	6.25											70.56
2030 Rios Bautista, Mateo Total:		04/22/15 - 04/28/15	29.75	29.75			11.29	335.89					0.00	0.00	335.89
4/22/2015	Wednesday		6.50	6.50											73.39
4/23/2015	Thursday		1.50	1.50											16.94
4/24/2015	Friday		4.00	4.00											45.16
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.50	4.50											50.81
4/27/2015	Monday		9.75	9.75											110.08
4/28/2015	Tuesday		12.00	12.00											135.48

Employee Count: 14 **Job Card Count:** 105

Job Card: Payroll Summary

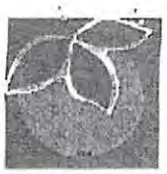
Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2038 Rodriguez Jaimes, Armando Total:		04/22/15 - 04/28/15	41.75	41.75			11.29	471.38					0.00	0.00	471.38
4/22/2015	Wednesday		6.00	6.00											67.74
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.50	6.50											73.39
2036 Sanchez Villasenor, Alejandro Total:		04/22/15 - 04/28/15	28.75	28.75			11.29	324.59					0.00	0.00	324.59
4/22/2015	Wednesday		6.00	6.00											67.74
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.25	3.25											36.69
4/26/2015	Sunday		4.50	4.50											50.81
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.50	6.50											73.39
2026 Sanchez Villasenor, Saul Total:		04/22/15 - 04/28/15	28.75	28.75			11.29	324.59					0.00	0.00	324.59
4/22/2015	Wednesday		6.00	6.00											67.74
4/23/2015	Thursday		1.25	1.25											14.11
4/24/2015	Friday		3.25	3.25											36.69
4/25/2015	Saturday		3.50	3.50											39.52
4/26/2015	Sunday		4.25	4.25											47.98
4/27/2015	Monday		4.00	4.00											45.16
4/28/2015	Tuesday		6.00	6.00											67.74
2056 Zavala Jaimes, Humberto Total:		04/22/15 - 04/28/15	28.25	28.25			11.29	318.94					0.00	0.00	318.94

Employee Count: 17 **Job Card Count:** 129

Job Card: Payroll Summary

	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
Grand Totals:	511.25	511.25			11.29	5,772.09					0.00	0.00	5,772.09

Employee Count: 17 Job Card Count: 129



Another Quality software from Orange Enterprises, Inc.

(Date In is between '4/29/2015 12:00 AM' AND '5/5/2015 11:59 PM' AND Employee Crew IN ('Agustin H2A'))

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.75	9.75					17	17					118.34
2082 Antonio Reyes, Delfino Total		04/29/15 - 05/05/15	55.00	55.00			11.29	620.96	99	99			7.00	690.49	729.20
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2031 Arias Maya, German Total:		04/29/15 - 05/05/15	66.25	66.25			11.29	747.98	118	118			7.00	827.69	870.61
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.10
5/2/2015	Saturday		2.00	12.00					4	4					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	11.25					5	5					135.50
5/5/2015	Tuesday		6.00	12.25					10	10					143.38
2070 Baltazar, Cheguez, Jose Manuel Total:		04/29/15 - 05/05/15	37.75	75.00			5.68	426.20	58	58			7.00	407.75	882.50

Employee Count: 4 **Job Card Count:** 25

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		5.75	5.75					7	7					64.92
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.50	12.50					26	26					183.53
5/5/2015	Tuesday		7.00	7.00					12	12					84.96
2084 Cervantes Ramirez, Carlos Total:		04/29/15 - 05/05/15	53.75	53.75			11.29	606.85	97	97			7.00	680.52	718.41
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		6.00	6.00					8	8					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		0.75	0.75					2	2					10.60
5/4/2015	Monday		12.50	12.50					26	26					183.53
5/5/2015	Tuesday		6.75	6.75					12	12					81.93
2078 Cinta Tegoma, Hugo Leonel Total:		04/29/15 - 05/05/15	44.00	44.00			11.29	496.77	78	78			7.00	542.71	579.03
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.50	7.50					14	14					98.81
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.25	9.25					16	16					112.27
2024 Cruz Reyes, Carlos Total:		04/29/15 - 05/05/15	65.75	65.75			11.29	742.33	117	117			7.00	821.36	864.28
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		10.25	10.25					18	18					124.1

Employee Count: 7 **Job Card Count:** 50

2

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2037 De La Cruz Martinez, Eduardo Total:		04/29/15 - 05/05/15	67.50	67.50			11.29	762.08	121	121			7.00	843.86	886.78
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.25	8.25					16	16					108.69
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.11
5/4/2015	Monday		12.00	12.00					25	25					176.19
5/5/2015	Tuesday		10.00	10.00					17	17					121.37
2032 Del Angel Salas, Geovani de Jesus Total:		04/29/15 - 05/05/15	69.50	69.50			11.29	784.65	123	123			7.00	858.41	912.61
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2077 Dominguez Cruz, Humberto Total:		04/29/15 - 05/05/15	54.75	54.75			11.29	618.14	98	98			7.00	687.45	726.16
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		12.50	12.50					26	26					183.53
5/5/2015	Tuesday		9.75	9.75					17	17					118.34
2079 Garcia Dominguez, Hector Mishael Total:		04/29/15 - 05/05/15	56.25	56.25			11.29	635.08	101	101			7.00	708.84	747.55
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11

Employee Count: 11 **Job Card Count:** 73

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2081 Garcia Olarte, Demetrio Total:		04/29/15 - 05/05/15	66.75	66.75			11.29	753.62	119	119			7.00	834.75	877.67
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.75	10.75					22	22					151.88
5/4/2015	Monday		1.25	12.25					3	3					112.54
5/5/2015	Tuesday			12.50											111.13
2029 Gonzalez Jaimes, Amadeo Total:		04/29/15 - 05/05/15	47.00	70.50			7.53	530.64	81	81			7.00	569.09	877.33
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.00	12.00					25	25					176.19
5/5/2015	Tuesday		9.25	9.25					16	16					112.27
2035 Grijalva Ramos, Celso Total		04/29/15 - 05/05/15	68.50	68.50			11.29	773.36	121	121			7.00	846.02	900.22
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.71
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2076 Hernandez Sanchez, Ines Total:		04/29/15 - 05/05/15	54.75	54.75			11.29	618.14	98	98			7.00	687.45	726.16

Employee Count: 15 **Job Card Count:** 99

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.10
5/2/2015	Saturday		2.00	12.00					4	4					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	11.25					5	5					135.50
5/5/2015	Tuesday		6.00	12.25					10	10					143.38
2071 Islas Larraga, Jose Damian Total:		04/29/15 - 05/05/15	37.75	75.00			5.68	426.20	58	58			7.00	407.75	882.50
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2074 Juarez Hernandez, Javier Total:		04/29/15 - 05/05/15	54.75	54.75			11.29	618.14	98	98			7.00	687.45	726.16
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	10.50					19	19					150.56
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.75	9.75					17	17					118.34
2027 Leon Hernandez, Ruben Total:		04/29/15 - 05/05/15	66.50	68.00			11.04	750.80	**119**	119			7.00	830.73	890.59
4/29/2015	Wednesday		8.00	8.00					10	10					90.32
4/30/2015	Thursday		3.00	9.00					4	4					101.61
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.75	10.75					22	22					151.88

Employee Count: 18 **Job Card Count:** 131

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/4/2015	Monday		9.00	11.50					19	19					160.37
5/5/2015	Tuesday		6.25	12.00					11	11					140.78
2028 Lopez Carrera, Modesto Edilberto Total:		04/29/15 - 05/05/15	53.75	68.00			8.92	606.84	100	100			7.00	699.31	880.69
4/29/2015	Wednesday		8.00	8.00					10	10					90.32
4/30/2015	Thursday			10.75											121.37
5/1/2015	Friday			10.75											121.37
5/2/2015	Saturday			11.00											124.19
5/3/2015	Sunday		10.75	10.75					22	22					151.88
5/4/2015	Monday		9.00	11.50					19	19					160.37
5/5/2015	Tuesday		3.75	12.00					7	7					138.66
2025 Lopez Carrera, Yreneo Colo Total:		04/29/15 - 05/05/15	31.50	74.75			4.76	355.64	57	57			7.00	402.33	908.16
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		2.00	12.00					4	4					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	12.25					5	5					146.79
5/5/2015	Tuesday			12.50											111.13
2068 Maldonado Maldonado, Mai Giovany Total:		04/29/15 - 05/05/15	19.00	63.50			3.38	214.52	27	27			7.00	191.40	732.52
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2080 Marquez Perez, Gustavo Total:		04/29/15 - 05/05/15	54.75	54.75			11.29	618.14	98	98			7.00	687.45	726.16
4/29/2015	Wednesday		8.50	8.50					11	11					95.97

Employee Count: 22 **Job Card Count:** 160

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.75	10.75					22	22					151.88
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.75	9.75					17	17					118.51
2055 Martinez Areliano, Efrain Total:		04/29/15 - 05/05/15	66.75	66.75			11.29	753.62	119	119			7.00	834.26	877.18
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	10.50					19	19					150.56
5/3/2015	Sunday		10.75	10.75					22	22					151.88
5/4/2015	Monday		1.25	12.25					3	3					142.54
5/5/2015	Tuesday			12.50											141.13
2034 Martinez Arellano, Cesar Total:		04/29/15 - 05/05/15	47.00	72.00			7.37	530.64	81	81			7.00	569.09	894.27
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.50	12.50					26	26					183.53
5/5/2015	Tuesday		10.25	10.25					18	18					124.41
2073 Martinez Paulino, Jose Tota		04/29/15 - 05/05/15	69.00	69.00			11.29	779.02	124	124			7.00	865.50	908.42
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.00	12.00					25	25					176.19

Employee Count: 25 **Job Card Count:** 189

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2083 Mendez Hernandez, Cristian Total:		04/29/15 - 05/05/15	68.75	68.75			11.29	776.19	121	121			7.00	849.05	903.25
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.71
5/2/2015	Saturday		2.00	12.00					4	4					112.59
5/3/2015	Sunday			9.00											101.61
5/4/2015	Monday		8.00	8.00					17	17					117.46
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2069 Ortega Vargas, Marcelo Total:		04/29/15 - 05/05/15	34.00	53.00			7.24	383.87	55	55			7.00	387.45	640.67
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.00	12.00					25	25					176.19
5/5/2015	Tuesday		10.00	10.00					17	17					121.37
2033 Pinon Rangel, Francisco Javier Total:		04/29/15 - 05/05/15	69.25	69.25			11.29	781.83	122	122			7.00	855.12	909.32
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.00	12.00					25	25					176.19
5/5/2015	Tuesday		10.00	10.00					17	17					121.37
2030 Rios Bautista, Mateo Total:		04/29/15 - 05/05/15	69.25	69.25			11.29	781.83	122	122			7.00	855.12	909.32
4/29/2015	Wednesday			8.75											98.79
4/30/2015	Thursday		9.75	9.75					12	12					110.08

Employee Count: 29 **Job Card Count:** 213

8

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday			10.00											112.90
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday			13.25											149.59
5/5/2015	Tuesday			12.25											138.30
2038 Rodriguez Jaimes, Armando Total:		04/29/15 - 05/05/15	17.50	74.00			2.67	197.58	27	27			7.00	188.39	850.07
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.71
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					118.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		7.00	7.00					12	12					84.96
2072 Rosales Lopez, Lucio Total:		04/29/15 - 05/05/15	52.25	52.25			11.29	589.91	94	94			7.00	657.11	695.82
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.71
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		12.50	12.50					26	26					183.53
5/5/2015	Tuesday		9.25	9.25					16	16					112.27
2065 Sanchez Dolores, Venustiano Total:		04/29/15 - 05/05/15	56.25	56.25			11.29	635.07	101	101			7.00	709.83	748.54
4/29/2015	Wednesday		9.75	9.75					11	11					110.08
4/30/2015	Thursday		10.75	10.75					12	12					121.37
5/1/2015	Friday		8.75	8.75					16	16					115.28
5/2/2015	Saturday		11.00	11.00					23	23					163.31
5/3/2015	Sunday		11.50	11.50					23	23					162.18
5/4/2015	Monday		12.50	12.50					26	26					183.53
5/5/2015	Tuesday		10.50	10.50					18	18					127.44
2036 Sanchez Villasenor, Alejandro Total:		04/29/15 - 05/05/15	74.75	74.75			11.29	843.95	131	131			7.00	915.17	983.49

Employee Count: 33 **Job Card Count:** 237

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
5/1/2015	Friday		8.25	8.25					16	16					108.69
5/2/2015	Saturday		9.00	10.50					19	19					150.56
5/3/2015	Sunday		11.00	11.00					22	22					155.41
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2026 Sanchez Villasenor, Saul Total:		04/29/15 - 05/05/15	58.00	59.50			11.01	654.82	108	108			7.00	755.05	796.75
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.50	7.50					14	14					98.81
5/2/2015	Saturday		2.00	12.00					4	4					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		1.25	11.25					3	3					131.25
5/5/2015	Tuesday		6.00	12.25					10	10					113.38
2075 Santiago Mendoza, Isau Total:		04/29/15 - 05/05/15	35.00	73.50			5.38	395.16	55	55			7.00	382.80	860.38
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.30
5/2/2015	Saturday		2.00	12.00					1	1					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	11.25					5	5					135.50
5/5/2015	Tuesday		6.00	12.50					10	10					116.21
2066 Solano Guerrero, Tomas Total:		04/29/15 - 05/05/15	37.75	75.25			5.66	426.20	58	58			7.00	407.75	885.33
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		7.50	7.50					14	14					98.81
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35

Employee Count: 36 **Job Card Count:** 271 10

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2085 Vazquez Desion, Adrian Total:		04/29/15 - 05/05/15	66.50	66.50			11.29	750.80	118	118			7.00	824.39	872.98
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.50	7.50					14	14					98.81
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.75	9.75					17	17					118.31
2056 Zavala Jaimes, Humberto Total:		04/29/15 - 05/05/15	66.25	66.25			11.29	747.98	118	118			7.00	827.43	870.35
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.40
5/2/2015	Saturday		2.00	12.00					1	1					112.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	12.25					5	5					146.79
5/5/2015	Tuesday			12.50											111.13
2067 Zaveleta Hernandez, Marcos Total:		04/29/15 - 05/05/15	31.75	76.25			4.70	358.46	48	48			7.00	334.93	891.54

	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
Grand Totals:	2,045.50	2,469.50			11.29	27,881.02	3,590	3,590			7.00	########	31,542.94

38
-19
19

Employee Count: 38 **Job Card Count:** 289



Another Quality software from Orange Enterprises, Inc.

(Date In is between '5/6/2015 12:00 AM' AND '5/12/2015 11:59 PM' AND Employee Crew IN ('Agustin H2A'))

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/6/2015	Wednesday		10.75	10.75					18	18					126.08
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.25	9.25					14	14					104.13
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2031 Arias Maya, German Total:		05/06/15 - 05/12/15	75.50	75.50			11.29	852.40	100	100			7.00	701.80	859.12
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2070 Baltazar, Cheguez, Jose Manuel Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		3.25	3.25					5	5					38.12
2084 Cervantes Ramirez, Carlos Total:		05/06/15 - 05/06/15	3.25	3.25			11.29	36.69	5	5			7.00	38.12	38.12
5/6/2015	Wednesday		10.75	10.75					18	18					126.08
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.50	11.50					11	11					129.8
5/11/2015	Monday		11.50	11.50					19	19					131.8
5/12/2015	Tuesday		10.50	10.50					16	16					118.5
2024 Cruz Reyes, Carlos Total:		05/06/15 - 05/12/15	74.00	74.00			11.29	835.48	108	108			7.00	752.60	842.2

left pd 5/8 with prior week

Employee Count: 5 **Job Card Count:** 20

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/6/2015	Wednesday		11.75	11.75					20	20					137.81
5/7/2015	Thursday		11.25	11.25					18	18					127.01
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.75	9.75					14	14					110.08
5/10/2015	Sunday		11.25	11.25					11	11					127.02
5/11/2015	Monday		12.00	12.00					20	20					137.58
5/12/2015	Tuesday		12.00	12.00					18	18					135.18
2037 De La Cruz Martinez, Eduardo Total:		05/06/15 - 05/12/15	77.75	77.75			11.29	877.81	114	114			7.00	795.36	885.06
5/6/2015	Wednesday		11.75	11.75					20	20					137.81
5/7/2015	Thursday		11.25	11.25					18	18					127.01
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.75	9.75					14	14					110.08
5/10/2015	Sunday		11.50	11.50					11	11					129.84
5/11/2015	Monday		12.00	12.00					20	20					137.58
5/12/2015	Tuesday		12.00	12.00					18	18					135.18
2032 Del Angel Salas, Geovani de Jesus Total:		05/06/15 - 05/12/15	78.00	78.00			11.29	880.63	114	114			7.00	797.60	887.88
5/6/2015	Wednesday		2.75	2.75					5	5					32.25
2079 Garcia Dominguez, Hector Mishael Total:		05/06/15 - 05/06/15	2.75	2.75			11.29	31.05	5	5			7.00	32.25	32.25
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		10.50	10.50					16	16					118.55
2081 Garcia Olarte, Demetrio Total:		05/06/15 - 05/12/15	69.25	69.25			11.29	781.85	100	100			7.00	696.89	786.49

Employee Count: 9 **Job Card Count:** 47

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/6/2015	Wednesday		12.50	12.50					4	4					142.22
5/7/2015	Thursday		12.50	12.50											141.13
5/8/2015	Friday		11.75	11.75					9	9					132.66
5/9/2015	Saturday		12.50	12.50					9	9					141.12
5/10/2015	Sunday		12.25	12.25					8	8					138.30
5/11/2015	Monday		12.25	12.25					10	10					139.35
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2029 Gonzalez Jaimes, Amadeo Total:		05/06/15 - 05/12/15	86.00	86.00			11.29	970.94	50	50			7.00	346.97	973.08
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2035 Grijalva Ramos, Celso Total		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2076 Hernandez Sanchez, Ines Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
5/7/2015	Thursday		12.50	12.50											141.13
5/8/2015	Friday		11.75	11.75					9	9					132.66
5/9/2015	Saturday		12.50	12.50					9	9					141.12
5/10/2015	Sunday		12.25	12.25					8	8					138.30
5/11/2015	Monday		12.25	12.25					10	10					139.35
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2071 Islas Larraga, Jose Damian Total:		05/06/15 - 05/12/15	79.50	79.50			11.29	897.55	55	55			7.00	388.02	901.23
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2074 Juarez Hernandez, Javier Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		10.75	10.75					18	18					126.08
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08

Employee Count: 14 **Job Card Count:** 77 3

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2027 Leon Hernandez, Ruben Total:		05/06/15 - 05/12/15	75.75	75.75			11.29	855.23	101	101			7.00	704.38	861.95
5/6/2015	Wednesday		10.75	10.75					12	12					124.11
5/7/2015	Thursday		12.00	12.00					9	9					135.18
5/8/2015	Friday		11.25	11.25					9	9					127.02
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.25	11.25					11	11					127.01
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		11.50	11.50					9	9					129.8
2028 Lopez Carrera, Modesto Edilberto Total:		05/06/15 - 05/12/15	77.75	77.75			11.29	877.82	84	84			7.00	585.95	882.96
5/6/2015	Wednesday		10.75	10.75					12	12					124.1
5/7/2015	Thursday		12.00	12.00					9	9					135.1
5/8/2015	Friday		11.25	11.25					9	9					127.0
5/9/2015	Saturday		9.50	9.50					5	5					107.2
5/10/2015	Sunday		11.50	11.50					11	11					129.8
5/11/2015	Monday		11.50	11.50					6	6					130.4
5/12/2015	Tuesday		11.50	11.50					9	9					129.8
2025 Lopez Carrera, Yreneo Colo Total:		05/06/15 - 05/12/15	78.00	78.00			11.29	880.64	62	62			7.00	431.62	884.2
5/6/2015	Wednesday		6.00	6.00											67.
2068 Maldonado Maldonado, Mai Giovany Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74					0.00	0.00	67
5/6/2015	Wednesday		1.00	1.00					2	2					11.
2080 Marquez Perez, Gustavo Total:		05/06/15 - 05/06/15	1.00	1.00			11.29	11.29	2	2			7.00	11.73	11.

Employee Count: 19 **Job Card Count:** 113

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/6/2015	Wednesday		10.75	10.75					18	18					126.08
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		10.50	10.50					16	16					118.55
2055 Martinez Areliano, Efrain Total:		05/06/15 - 05/12/15	74.00	74.00			11.29	835.48	108	108			7.00	752.60	842.20
5/6/2015	Wednesday		12.50	12.50					4	4					142.22
5/7/2015	Thursday		12.50	12.50											141.13
5/8/2015	Friday		11.75	11.75					9	9					132.66
5/9/2015	Saturday		12.50	12.50					9	9					141.12
5/10/2015	Sunday		12.25	12.25					8	8					138.30
5/11/2015	Monday		12.25	12.25					10	10					139.32
5/12/2015	Tuesday		10.50	10.50					16	16					118.5
2034 Martinez Arellano, Cesar Total:		05/06/15 - 05/12/15	84.25	84.25			11.29	951.19	56	56			7.00	395.19	953.3
5/6/2015	Wednesday		11.75	11.75					20	20					137.8
5/7/2015	Thursday		11.25	11.25					18	18					127.0
5/8/2015	Friday		9.75	9.75					13	13					110.0
5/9/2015	Saturday		9.75	9.75					14	14					110.0
5/10/2015	Sunday		11.50	11.50					11	11					129.8
5/11/2015	Monday		12.00	12.00					20	20					137.5
5/12/2015	Tuesday		12.00	12.00					18	18					135.
2073 Martinez Paulino, Jose Tota		05/06/15 - 05/12/15	78.00	78.00			11.29	880.63	114	114			7.00	797.60	887.1
5/6/2015	Wednesday		6.00	6.00					10	10					70.
2083 Mendez Hernandez, Cristian Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.
5/6/2015	Wednesday		1.75	1.75					3	3					20

Employee Count: 23 **Job Card Count:** 143 5

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2069 Ortega Vargas, Marcelo Total:		05/06/15 - 05/06/15	1.75	1.75			11.29	19.76	3	3			7.00	20.52	20.52
5/6/2015	Wednesday		11.75	11.75					20	20					137.81
5/7/2015	Thursday		11.25	11.25					18	18					127.01
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.75	9.75					14	14					110.08
5/10/2015	Sunday		11.25	11.25					11	11					127.02
5/11/2015	Monday		12.00	12.00					20	20					137.58
5/12/2015	Tuesday		12.00	12.00					18	18					135.48
2033 Pinon Rangel, Francisco Javier Total:		05/06/15 - 05/12/15	77.75	77.75			11.29	877.81	114	114			7.00	795.36	885.06
5/6/2015	Wednesday		11.75	11.75					20	20					137.81
5/7/2015	Thursday		11.25	11.25					18	18					127.01
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.75	9.75					14	14					110.08
5/10/2015	Sunday		11.25	11.25					11	11					127.02
5/11/2015	Monday		12.00	12.00					20	20					137.58
5/12/2015	Tuesday		12.00	12.00					18	18					135.48
2030 Rios Bautista, Mateo Total:		05/06/15 - 05/12/15	77.75	77.75			11.29	877.81	114	114			7.00	795.36	885.06
5/6/2015	Wednesday		11.00	11.00					18	18					129.0
5/7/2015	Thursday		12.50	12.50					12	12					141.1
5/8/2015	Friday		9.75	9.75					13	13					110.0
5/9/2015	Saturday		12.50	12.50					11	11					141.1
5/10/2015	Sunday		12.00	12.00					9	9					135.4
5/11/2015	Monday		13.00	13.00					4	4					147.2
5/12/2015	Tuesday		10.50	10.50					12	12					118.5
2038 Rodriguez Jaimes, Armando Total:		05/06/15 - 05/12/15	81.25	81.25			11.29	917.31	79	79			7.00	554.89	922.5
5/6/2015	Wednesday		6.00	6.00					10	10					70.2
2072 Rosales Lopez, Lucio Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.2

Employee Count: 28 **Job Card Count:** 174

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2065 Sanchez Dolores, Venustiano Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		11.25	11.25					19	19					131.91
5/7/2015	Thursday		12.25	12.25					9	9					138.30
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		10.25	10.25					15	15					115.72
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		11.00	11.00					17	17					124.19
2036 Sanchez Villasenor, Alejandro Total:		05/06/15 - 05/12/15	77.50	77.50			11.29	874.97	103	103			7.00	721.84	881.91
5/6/2015	Wednesday		10.75	10.75					18	18					126.08
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2026 Sanchez Villasenor, Saul Total:		05/06/15 - 05/12/15	75.75	75.75			11.29	855.23	101	101			7.00	704.38	861.95
5/6/2015	Wednesday		1.25	1.25					2	2					14.66
2075 Santiago Mendoza, Isau Total:		05/06/15 - 05/06/15	1.25	1.25			11.29	14.11	2	2			7.00	14.66	14.66
5/6/2015	Wednesday		0.75	0.75											8.47
2066 Solano Guerrero, Tomas Total:		05/06/15 - 05/06/15	0.75	0.75			11.29	8.47					0.00	0.00	8.47
5/6/2015	Wednesday		6.00	6.00					10	10					70.37

Employee Count: 33 **Job Card Count:** 195

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2085 Vazquez Desion, Adrian Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		11.00	11.00					18	18					129.01
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08
5/9/2015	Saturday		9.50	9.50					14	14					107.26
5/10/2015	Sunday		11.50	11.50					11	11					129.83
5/11/2015	Monday		11.50	11.50					19	19					131.85
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2056 Zavala Jaimes, Humberto Total:		05/06/15 - 05/12/15	76.00	76.00			11.29	858.05	101	101			7.00	707.46	864.88
5/6/2015	Wednesday		6.00	6.00											67.74
2067 Zavaleta Hernandez, Marcos Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74					0.00	0.00	67.74

	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
Grand Totals:	1,544.50	1,544.50			11.29	17,437.60	1,872	1,872			7.00	########	17,573.28

Employee Count: 35 **Job Card Count:** 205

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
4/29/2015	Wednesday		9.00	9.00					11	11					101.61
4/30/2015	Thursday		10.25	10.25					12	12					115.72
5/1/2015	Friday		8.00	8.00					15	15					105.80
5/2/2015	Saturday		2.00	12.00					4	4					142.59
5/3/2015	Sunday			12.25											138.30
5/4/2015	Monday		2.50	11.25					5	5					135.50
5/5/2015	Tuesday		6.00	12.25					10	10					143.38
2071 Islas Larraga, Jose Damian Total:		04/29/15 - 05/05/15	37.75	75.00			5.68	426.20	58	58			7.00	407.75	882.50
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		6.00	6.00					7	7					67.74
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.50	9.50					16	16					115.30
2074 Juarez Hernandez, Javier Total:		04/29/15 - 05/05/15	54.75	54.75			11.29	618.14	98	98			7.00	687.45	726.16
4/29/2015	Wednesday		8.50	8.50					11	11					95.97
4/30/2015	Thursday		9.75	9.75					12	12					110.08
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	10.50					19	19					150.56
5/3/2015	Sunday		10.50	10.50					21	21					148.35
5/4/2015	Monday		11.25	11.25					24	24					165.18
5/5/2015	Tuesday		9.75	9.75					17	17					118.31
2027 Leon Hernandez, Ruben Total:		04/29/15 - 05/05/15	66.50	68.00			11.04	750.80	119	119			7.00	830.73	890.59
4/29/2015	Wednesday		8.00	8.00					10	10					90.32
4/30/2015	Thursday		3.00	9.00					4	4					101.61
5/1/2015	Friday		7.75	7.75					15	15					102.11
5/2/2015	Saturday		9.00	9.00					19	19					133.62
5/3/2015	Sunday		10.75	10.75					22	22					151.88

Employee Count: 18 **Job Card Count:** 131

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/6/2015	Wednesday		12.50	12.50					4	4					142.22
5/7/2015	Thursday		12.50	12.50											141.13
5/8/2015	Friday		11.75	11.75					9	9					132.66
5/9/2015	Saturday		12.50	12.50					9	9					141.12
5/10/2015	Sunday		12.25	12.25					8	8					138.30
5/11/2015	Monday		12.25	12.25					10	10					139.35
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2029 Gonzalez Jaimes, Amadeo Total:		05/06/15 - 05/12/15	86.00	86.00			11.29	970.94	50	50			7.00	346.97	973.08
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2035 Grijalva Ramos, Celso Total		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2076 Hernandez Sanchez, Ines Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
5/7/2015	Thursday		12.50	12.50											141.13
5/8/2015	Friday		11.75	11.75					9	9					132.66
5/9/2015	Saturday		12.50	12.50					9	9					141.12
5/10/2015	Sunday		12.25	12.25					8	8					138.30
5/11/2015	Monday		12.25	12.25					10	10					139.35
5/12/2015	Tuesday		12.25	12.25					9	9					138.30
2071 Islas Larraga, Jose Damian Total:		05/06/15 - 05/12/15	79.50	79.50			11.29	897.55	55	55			7.00	388.02	901.23
5/6/2015	Wednesday		6.00	6.00					10	10					70.37
2074 Juarez Hernandez, Javier Total:		05/06/15 - 05/06/15	6.00	6.00			11.29	67.74	10	10			7.00	70.37	70.37
5/6/2015	Wednesday		10.75	10.75					18	18					126.08
5/7/2015	Thursday		10.50	10.50					17	17					118.55
5/8/2015	Friday		9.75	9.75					13	13					110.08

Employee Count: 14 **Job Card Count:** 77

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2037 De La Cruz Martinez, Eduardo Total:		05/13/15 - 05/19/15	73.50	73.50			11.29	829.82	77	77			7.00	540.99	829.82
5/13/2015	Wednesday		11.25	11.25					12	12					127.01
5/14/2015	Thursday		10.00	10.00					9	9					112.90
5/15/2015	Friday		9.25	9.25					12	12					104.43
5/16/2015	Saturday		10.50	10.50					15	15					118.55
5/17/2015	Sunday		11.00	11.00					12	12					124.19
5/18/2015	Monday		11.00	11.00					13	13					124.19
5/19/2015	Tuesday		10.50	10.50					5	5					118.55
2032 Del Angel Salas, Geovani de Jesus Total:		05/13/15 - 05/19/15	73.50	73.50			11.29	829.82	77	77			7.00	540.99	829.82
5/13/2015	Wednesday		11.25	11.25					11	11					127.01
5/14/2015	Thursday		10.00	10.00					9	9					112.90
5/15/2015	Friday		9.25	9.25					12	12					104.43
5/16/2015	Saturday		10.25	10.25					14	14					115.72
5/17/2015	Sunday		10.50	10.50					12	12					118.54
5/18/2015	Monday		10.00	10.00					13	13					112.90
5/19/2015	Tuesday		10.50	10.50					5	5					118.55
2081 Garcia Olarte, Demetrio Total:		05/13/15 - 05/19/15	71.75	71.75			11.29	810.05	75	75			7.00	527.36	810.05
5/13/2015	Wednesday		12.25	12.25					3	3					138.30
5/14/2015	Thursday		12.50	12.50											141.13
5/15/2015	Friday		12.00	12.00											135.48
5/16/2015	Saturday		12.50	12.50											141.13
5/17/2015	Sunday		10.50	10.50					12	12					118.54
5/18/2015	Monday		10.00	10.00					13	13					112.90
5/19/2015	Tuesday		10.50	10.50					5	5					118.55
2029 Gonzalez Jaimes, Amadeo Total:		05/13/15 - 05/19/15	80.25	80.25			11.29	906.03	32	32			7.00	226.10	906.03
5/13/2015	Wednesday		12.25	12.25					3	3					138.30

Employee Count: 7 **Job Card Count:** 66

2

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
5/14/2015	Thursday		12.50	12.50											141.13
5/15/2015	Friday		12.00	12.00											135.48
5/16/2015	Saturday		12.50	12.50											141.13
5/17/2015	Sunday		12.50	12.50											141.13
5/18/2015	Monday		11.25	11.25											127.01
5/19/2015	Tuesday		11.00	11.00					5	5					124.19
2071 Islas Larraga, Jose Damian Total:		05/13/15 - 05/19/15	84.00	84.00			11.29	948.37	8	8			7.00	57.57	948.37
5/13/2015	Wednesday		12.25	12.25					3	3					138.30
5/14/2015	Thursday		12.50	12.50											141.13
5/15/2015	Friday		12.00	12.00											135.48
5/16/2015	Saturday		12.50	12.50											141.13
5/17/2015	Sunday		12.50	12.50											141.13
5/18/2015	Monday		11.25	11.25											127.01
5/19/2015	Tuesday		11.00	11.00					5	5					124.19
2027 Leon Hernandez, Ruben Total:		05/13/15 - 05/19/15	84.00	84.00			11.29	948.37	8	8			7.00	57.57	948.37
5/13/2015	Wednesday		11.25	11.25					11	11					127.01
5/14/2015	Thursday		10.00	10.00					9	9					112.90
5/15/2015	Friday		9.25	9.25					12	12					104.43
5/16/2015	Saturday		10.25	10.25					14	14					115.72
5/17/2015	Sunday		10.50	10.50					12	12					118.54
5/18/2015	Monday		10.00	10.00					13	13					112.90
5/19/2015	Tuesday		10.50	10.50					5	5					118.55
2028 Lopez Carrera, Modesto Edilberto Total:		05/13/15 - 05/19/15	71.75	71.75			11.29	810.05	75	75			7.00	527.36	810.05
5/13/2015	Wednesday		11.25	11.25					11	11					127.01
5/14/2015	Thursday		10.00	10.00					9	9					112.90
5/15/2015	Friday		11.75	11.75											132.66
5/16/2015	Saturday		10.25	10.25					14	14					115.72
5/17/2015	Sunday		10.50	10.50					12	12					118.54

Employee Count: 10 **Job Card Count:** 101

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2029 Gonzalez Jaimes, Amadeo Total:		05/20/15 - 05/26/15	30.22	71.75			4.75	341.14	20	20			7.00	137.18	810.04
5/20/2015	Wednesday		6.02	10.25					7	7					115.72
5/21/2015	Thursday		5.60	6.25					5	5					70.56
5/22/2015	Friday		4.53	9.25					3	3					101.43
5/23/2015	Saturday			12.25											138.30
5/24/2015	Sunday			11.25											127.01
5/25/2015	Monday		8.00	11.25					6	6					127.01
5/26/2015	Tuesday		6.00	11.25					6	6					127.01
2071 Islas Larraga, Jose Damian Total:		05/20/15 - 05/26/15	30.15	71.75			4.74	340.39	26	26			7.00	184.49	810.04
5/20/2015	Wednesday		6.02	10.25					7	7					115.72
5/21/2015	Thursday		5.60	6.25					5	5					70.56
5/22/2015	Friday		4.62	9.25					3	3					101.44
5/23/2015	Saturday			12.25											138.30
5/24/2015	Sunday			11.25											127.01
5/25/2015	Monday		7.98	11.25					6	6					127.01
5/26/2015	Tuesday		6.00	11.25					6	6					127.01
2027 Leon Hernandez, Ruben Total:		05/20/15 - 05/26/15	30.22	71.75			4.75	341.15	26	26			7.00	184.77	810.05
5/20/2015	Wednesday		6.10	10.25					7	7					115.72
5/21/2015	Thursday		5.57	6.25					5	5					70.56
5/22/2015	Friday		4.53	10.50					3	3					118.51
5/23/2015	Saturday		7.45	11.25					10	10					127.01
5/24/2015	Sunday		7.52	9.75					7	7					110.08
5/25/2015	Monday		3.95	11.25					3	3					127.00
5/26/2015	Tuesday		7.35	11.25					6	6					127.01
2028 Lopez Carrera, Modesto Edilberto Total:		05/20/15 - 05/26/15	42.47	70.50			6.80	479.44	40	40			7.00	276.79	795.92
5/20/2015	Wednesday		6.10	10.25					7	7					115.72

Employee Count: 23 **Job Card Count:** 201

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2128 Garcia Cervantes, Norberto Total:		05/27/15 - 06/02/15	61.25	61.25			11.29	691.54	117	117			2.22	260.80	692.82
5/27/2015	Wednesday		11.00	11.00					4	4					124.19
5/28/2015	Thursday		9.50	9.50					5	5					107.26
5/29/2015	Friday		11.00	11.00					5	5					124.19
5/30/2015	Saturday		12.00	12.00					22	22					135.48
5/31/2015	Sunday		6.00	6.00					3	3					67.74
6/1/2015	Monday		9.00	9.00					57	57					101.61
6/2/2015	Tuesday		7.50	7.50					35	35					84.68
2081 Garcia Olarte, Demetrio Total:		05/27/15 - 06/02/15	66.00	66.00			11.26	743.46	130	130			2.17	281.99	745.15
5/27/2015	Wednesday		11.00	11.00					4	4					124.19
5/28/2015	Thursday		9.50	9.50					5	5					107.26
5/29/2015	Friday		11.00	11.00					5	5					124.19
5/30/2015	Saturday		12.00	12.00					22	22					135.48
5/31/2015	Sunday		9.50	9.50					32	32					107.25
6/1/2015	Monday		9.00	9.00					57	57					101.61
6/2/2015	Tuesday		7.50	7.50					35	35					84.68
2029 Gonzalez Jaimes, Amadeo Total:		05/27/15 - 06/02/15	69.50	69.50			11.27	782.97	160	160			1.98	316.48	784.66
5/27/2015	Wednesday		11.00	11.00					4	4					124.19
5/28/2015	Thursday		9.50	9.50					5	5					107.26
5/29/2015	Friday		11.00	11.00					5	5					124.19
5/30/2015	Saturday		11.75	11.75					21	21					132.65
5/31/2015	Sunday		6.25	6.25					3	3					70.56
6/1/2015	Monday		8.50	8.50					3	3					95.96
6/2/2015	Tuesday		7.75	7.75					2	2					87.50
2071 Islas Larraga, Jose Damian Total:		05/27/15 - 06/02/15	65.75	65.75			11.29	742.31	43	43			4.58	196.66	742.31
5/27/2015	Wednesday		11.00	11.00					4	4					124.19

Employee Count: 21 **Job Card Count:** 278

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/7/2015	Sunday			9.75											110.08
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2032 Del Angel Salas, Geovani de Jesus Total:		06/03/15 - 06/09/15	14.27	75.50			2.13	161.06	7	7			7.00	51.96	852.39
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday		8.75	11.75					83	83					132.66
2160 Elizondo Soto, Miguel Angel Total:		06/07/15 - 06/09/15	8.75	32.75			3.02	98.79	83	83			1.00	83.27	369.75
6/3/2015	Wednesday		6.15	11.25					17	17					127.01
6/4/2015	Thursday		7.02	10.75					37	37					121.37
6/5/2015	Friday		8.23	11.00					34	34					124.20
6/6/2015	Saturday		3.53	11.25					21	21					127.00
6/7/2015	Sunday		4.28	10.00					26	26					112.89
6/8/2015	Monday		7.65	11.00					56	56					124.19
6/9/2015	Tuesday		5.48	11.75					52	52					132.64
2117 Flores Flores, David Total:		06/03/15 - 06/09/15	42.35	77.00			6.21	478.13	243	243			1.16	280.55	869.30
6/3/2015	Wednesday		3.90	8.00					21	21					90.32
6/4/2015	Thursday		7.00	10.75					37	37					121.37
6/5/2015	Friday		8.25	11.00					34	34					124.20
6/6/2015	Saturday		3.53	11.25					21	21					127.00
6/7/2015	Sunday		4.28	10.00					26	26					112.89
6/8/2015	Monday		7.65	11.00					56	56					124.19
6/9/2015	Tuesday		5.48	11.75					52	52					132.64
2122 Galindo Cervantes, Honorat Total:		06/03/15 - 06/09/15	40.10	73.75			6.14	452.73	247	247			1.12	276.44	832.61
6/3/2015	Wednesday		6.00	11.00					17	17					124.19
6/4/2015	Thursday		7.00	10.75					37	37					121.37
6/5/2015	Friday		8.25	11.00					34	34					124.20

Employee Count: 19 **Job Card Count:** 280

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/6/2015	Saturday		3.50	11.25					21	21					127.02
6/7/2015	Sunday		6.77	10.00					84	84					120.82
6/8/2015	Monday		7.88	11.00					58	58					124.20
6/9/2015	Tuesday		5.50	11.75					79	79					149.72
2029 Gonzalez Jaimes, Amadeo Total:		06/03/15 - 06/09/15	48.35	76.75			7.11	545.88	367	367			1.10	404.33	891.51
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday		8.75	11.75					83	83					132.66
2168 Guillen Segovia, Armando Total:		06/07/15 - 06/09/15	8.75	32.75			3.02	98.79	83	83			1.00	83.27	369.75
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2152 Hernandez Zavala, Luis Alberto Total:		06/07/15 - 06/09/15		32.00			0.00	0.00					0.00	0.00	361.28
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2149 Hurtado Olvera, Martin Total:		06/07/15 - 06/09/15		32.00			0.00	0.00					0.00	0.00	361.28
6/3/2015	Wednesday		3.02	11.00					1	1					124.19
6/4/2015	Thursday		3.10	10.75					2	2					121.37
6/5/2015	Friday		2.97	11.00					2	2					124.19
6/6/2015	Saturday			11.00											124.19
6/7/2015	Sunday			9.75											110.08
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2071 Islas Larraga, Jose Damian Total:		06/03/15 - 06/09/15	9.08	75.50			1.36	102.56	5	5			7.00	32.96	852.40

Employee Count: 33 **Job Card Count:** 412

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/9/2015	Tuesday			11.00											124.19
2073 Martinez Paulino, Jose Tota		06/03/15 - 06/09/15	14.28	75.50			2.14	161.26	7	7			7.00	52.02	852.40
6/3/2015	Wednesday		6.00	11.00					17	17					124.19
6/4/2015	Thursday		7.00	10.75					37	37					121.37
6/5/2015	Friday		8.25	11.00					34	34					124.19
6/6/2015	Saturday		3.55	11.25					21	21					127.01
6/7/2015	Sunday		4.28	9.75					26	26					110.07
6/8/2015	Monday		7.65	11.00					56	56					124.19
6/9/2015	Tuesday		5.25	11.25					50	50					127.01
2119 Mendoza Soto, Esteban Tota		06/03/15 - 06/09/15	41.98	76.00			6.24	473.99	241	241			1.15	278.11	858.03
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2167 Morales Acosta, Dario Total		06/07/15 - 06/09/15		32.00			0.00	0.00					0.00	0.00	361.28
6/3/2015	Wednesday		4.58	11.00					2	2					124.19
6/4/2015	Thursday		4.85	10.75					3	3					121.37
6/5/2015	Friday		4.85	11.00					3	3					124.19
6/6/2015	Saturday			11.00											124.19
6/7/2015	Sunday			9.75											110.08
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2033 Pinon Rangel, Francisco Javier Total:		06/03/15 - 06/09/15	14.28	75.50			2.14	161.26	7	7			7.00	52.02	852.40
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2159 Ramirez Chavez, Juan Total		06/07/15 - 06/09/15		32.00			0.00	0.00					0.00	0.00	361.28
6/7/2015	Sunday			10.00											112.90

Employee Count: 49 **Job Card Count:** 617

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday		8.75	11.75					83	83					132.66
2164 Raya Tapia, Rodrigo Total:		06/07/15 - 06/09/15	8.75	32.75			3.02	98.79	83	83			1.00	83.27	369.75
6/3/2015	Wednesday		4.58	11.00					2	2					124.19
6/4/2015	Thursday		4.85	10.75					3	3					121.37
6/5/2015	Friday		4.85	11.00					3	3					124.19
6/6/2015	Saturday			11.00											124.19
6/7/2015	Sunday			9.75											110.08
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday			11.00											124.19
2030 Rios Bautista, Mateo Total:		06/03/15 - 06/09/15	14.28	75.50			2.14	161.26	7	7			7.00	52.02	852.40
6/3/2015	Wednesday		9.45	11.00					49	49					124.19
6/4/2015	Thursday		7.10	10.75					38	38					121.37
6/5/2015	Friday		8.27	11.00					40	40					124.20
6/6/2015	Saturday		3.53	11.25					21	21					127.00
6/7/2015	Sunday			9.75											110.08
6/8/2015	Monday			10.75											121.37
6/9/2015	Tuesday		5.48	11.50					52	52					129.83
2038 Rodriguez Jaimes, Armando Total:		06/03/15 - 06/09/15	33.83	76.00			5.03	381.98	199	199			1.15	229.56	858.04
6/7/2015	Sunday			10.00											112.90
6/8/2015	Monday			11.00											124.19
6/9/2015	Tuesday		8.75	11.75					83	83					132.66
2143 Romero Arrendondo, Alejandro Total:		06/07/15 - 06/09/15	8.75	32.75			3.02	98.79	83	83			1.00	83.27	369.75
6/3/2015	Wednesday		11.00	11.00					55	55					124.18
6/4/2015	Thursday		7.00	10.75					22	22					121.37
6/5/2015	Friday		8.27	11.00					35	35					124.15
6/6/2015	Saturday		3.50	11.25					21	21					127.02
6/7/2015	Sunday		7.27	10.25					90	90					123.75

Employee Count: 53 **Job Card Count:** 670

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/10/2015	Wednesday		10.75	10.75											121.37
6/11/2015	Thursday		11.25	11.25											127.01
6/12/2015	Friday		11.75	11.75											132.66
6/14/2015	Sunday		8.00	8.00					91	91					91.40
6/15/2015	Monday		11.00	11.00					114	114					124.20
6/16/2015	Tuesday		10.75	10.75					57	57					121.38
2032 Del Angel Salas, Geovani de Jesus Total:		06/10/15 - 06/16/15	63.50	63.50			11.24	714.05	262	262			1.07	281.33	718.02
6/11/2015	Thursday		11.00	11.00											124.19
6/12/2015	Friday		11.75	11.75											132.66
6/13/2015	Saturday		10.75	10.75					60	60					121.38
6/15/2015	Monday		11.00	11.00					111	111					124.19
6/16/2015	Tuesday		7.00	7.00					39	39					79.03
2160 Elizondo Soto, Miguel Angel Total:		06/11/15 - 06/16/15	51.50	51.50			11.20	576.70	213	213			1.05	223.80	581.45
6/10/2015	Wednesday		10.75	10.75					47	47					121.37
6/11/2015	Thursday		11.00	11.00					35	35					124.19
6/12/2015	Friday		11.50	11.50					89	89					129.83
6/13/2015	Saturday		10.50	10.50					76	76					118.55
6/14/2015	Sunday		8.25	8.25					53	53					93.14
6/15/2015	Monday		11.00	11.00					62	62					124.18
6/16/2015	Tuesday		11.00	11.00					94	94					124.19
2117 Flores Flores, David Total:		06/10/15 - 06/16/15	74.00	74.00			11.28	834.63	457	457			1.08	491.70	835.45
6/10/2015	Wednesday		10.75	10.75					78	78					121.36
6/11/2015	Thursday		11.00	11.00					35	35					124.19
6/12/2015	Friday		11.50	11.50					89	89					129.83
6/13/2015	Saturday		10.50	10.50					76	76					118.55
6/14/2015	Sunday		8.25	8.25					53	53					93.14
6/15/2015	Monday		11.00	11.00					62	62					124.19
6/16/2015	Tuesday		11.00	11.00					94	94					124.19

Employee Count: 18 **Job Card Count:** 304

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/12/2015	Friday		11.50	11.50					89	89					129.83
6/13/2015	Saturday		10.50	10.50					76	76					118.54
6/14/2015	Sunday		6.75	6.75					42	42					76.20
6/15/2015	Monday		11.00	11.00					63	63					124.19
6/16/2015	Tuesday		11.00	11.00					94	94					124.19
2119 Mendoza Soto, Esteban Tota		06/10/15 - 06/16/15	72.50	72.50			11.28	817.68	477	477			1.07	512.02	818.51
6/10/2015	Wednesday		11.00	11.00											124.19
6/11/2015	Thursday		11.25	11.25											127.01
6/12/2015	Friday		6.75	6.75					56	56					76.21
6/13/2015	Saturday		10.75	10.75					60	60					121.37
6/14/2015	Sunday		8.00	8.00					91	91					91.80
6/15/2015	Monday		11.00	11.00					114	114					124.19
6/16/2015	Tuesday		11.00	11.00					58	58					124.19
2167 Morales Acosta, Dario Total		06/10/15 - 06/16/15	69.75	69.75			11.22	782.64	380	380			1.09	415.02	788.56
6/10/2015	Wednesday		10.75	10.75											121.37
6/11/2015	Thursday		11.00	11.00											124.19
6/12/2015	Friday		11.75	11.75											132.66
6/13/2015	Saturday		10.75	10.75					60	60					121.37
6/14/2015	Sunday		8.00	8.00					91	91					91.47
6/15/2015	Monday		11.00	11.00					114	114					124.19
6/16/2015	Tuesday		10.75	10.75					56	56					121.36
2033 Pinon Rangel, Francisco Javier Total:		06/10/15 - 06/16/15	74.00	74.00			11.23	830.67	322	322			1.06	341.58	836.61
6/10/2015	Wednesday		10.75	10.75											121.37
6/11/2015	Thursday		11.25	11.25											127.01
6/12/2015	Friday		11.75	11.75											132.66
6/13/2015	Saturday		10.75	10.75					60	60					121.37
6/14/2015	Sunday		8.00	8.00					91	91					91.40
6/15/2015	Monday		11.00	11.00					111	111					124.19
6/16/2015	Tuesday		10.75	10.75					56	56					121.35
2159 Ramirez Chavez, Juan Total		06/10/15 - 06/16/15	74.25	74.25			11.23	833.51	322	322			1.06	341.10	839.35

Employee Count: 48 **Job Card Count:** 805 13

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/11/2015	Thursday		11.00	11.00											124.19
6/12/2015	Friday		11.75	11.75											132.66
6/13/2015	Saturday		10.75	10.75					60	60					121.37
6/14/2015	Sunday		8.00	8.00					91	91					91.40
6/15/2015	Monday		11.00	11.00					114	114					124.19
6/16/2015	Tuesday		10.75	10.75					56	56					121.36
2164 Raya Tapia, Rodrigo Total:		06/11/15 - 06/16/15	63.25	63.25			11.21	709.33	322	322			1.06	341.39	715.17
6/10/2015	Wednesday		10.75	10.75											121.37
6/11/2015	Thursday		11.00	11.00											124.19
6/12/2015	Friday		11.75	11.75											132.66
6/13/2015	Saturday		10.75	10.75					60	60					121.38
6/14/2015	Sunday		8.00	8.00					91	91					91.40
6/15/2015	Monday		11.00	11.00					114	114					124.20
6/16/2015	Tuesday		10.75	10.75					57	57					121.37
2030 Rios Bautista, Mateo Total:		06/10/15 - 06/16/15	74.00	74.00			11.23	830.72	322	322			1.06	341.34	836.57
6/10/2015	Wednesday		11.00	11.00					78	78					124.19
6/11/2015	Thursday		11.00	11.00					35	35					124.19
6/12/2015	Friday		11.75	11.75					90	90					132.65
6/13/2015	Saturday		10.50	10.50					76	76					118.55
6/14/2015	Sunday		12.50	12.50					84	84					141.12
6/15/2015	Monday		12.75	12.75					64	64					143.96
6/16/2015	Tuesday		11.75	11.75					102	102					132.67
2038 Rodriguez Jaimes, Armando Total:		06/10/15 - 06/16/15	81.25	81.25			11.28	916.40	530	530			1.07	569.11	917.33
6/11/2015	Thursday		11.00	11.00					35	35					124.19
6/12/2015	Friday		11.75	11.75											132.66
6/14/2015	Sunday		8.00	8.00					91	91					91.40
6/15/2015	Monday		11.00	11.00					114	114					124.20
6/16/2015	Tuesday		10.75	10.75					57	57					121.37
2143 Romero Arrendondo, Alejandro Total:		06/11/15 - 06/16/15	52.50	52.50			11.24	589.85	297	297			1.06	316.53	593.82

Employee Count: 52 **Job Card Count:** 869

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2131 De La Cruz Morales, Rogelio Total:		06/17/15 - 06/23/15	69.75	69.75			11.29	787.46	251	251			1.06	266.73	787.46
6/17/2015	Wednesday		10.75	10.75					44	44					121.37
6/18/2015	Thursday		8.00	8.00					57	57					90.32
6/19/2015	Friday		10.75	10.75					51	51					121.37
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/21/2015	Sunday		9.75	9.75					50	50					110.06
6/22/2015	Monday		10.75	10.75					32	32					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.36
2032 Del Angel Salas, Geovani de Jesus Total:		06/17/15 - 06/23/15	71.50	71.50			11.22	802.24	300	300			1.15	343.29	807.22
6/17/2015	Wednesday		10.75	10.75					44	44					121.37
6/18/2015	Thursday		8.00	8.00					57	57					90.32
6/19/2015	Friday		10.75	10.75					51	51					121.35
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/21/2015	Sunday		9.75	9.75					50	50					110.06
6/22/2015	Monday		10.75	10.75					31	31					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.36
2160 Elizondo Soto, Miguel Angel Total:		06/17/15 - 06/23/15	71.50	71.50			11.22	802.22	299	299			1.15	343.01	807.20
6/17/2015	Wednesday		11.00	11.00					36	36					124.19
6/18/2015	Thursday		7.75	7.75					72	72					87.50
6/19/2015	Friday		11.00	11.00					45	45					124.20
6/20/2015	Saturday		11.00	11.00					68	68					124.19
6/21/2015	Sunday		9.75	9.75					36	36					110.08
6/22/2015	Monday		10.75	10.75					45	45					121.36
6/23/2015	Tuesday		10.75	10.75					28	28					121.38
2117 Flores Flores, David Total:		06/17/15 - 06/23/15	72.00	72.00			11.11	799.83	331	331			1.11	366.88	812.90
6/17/2015	Wednesday		11.00	11.00					36	36					124.19
6/18/2015	Thursday		7.75	7.75					72	72					87.50

Employee Count: 18 **Job Card Count:** 332

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/17/2015	Wednesday		11.00	11.00					36	36					124.19
6/18/2015	Thursday		7.75	7.75					72	72					87.50
6/19/2015	Friday		11.00	11.00					45	45					124.20
6/20/2015	Saturday		11.00	11.00					68	68					124.19
6/22/2015	Monday		10.75	10.75					45	45					121.37
6/23/2015	Tuesday		10.75	10.75					28	28					121.37
2119 Mendoza Soto, Esteban Tota		06/17/15 - 06/23/15	62.25	62.25			11.08	689.75	295	295			1.10	324.30	702.82
6/17/2015	Wednesday		10.75	10.75					44	44					121.37
6/18/2015	Thursday		8.00	8.00					57	57					90.32
6/19/2015	Friday		10.75	10.75					51	51					121.35
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/21/2015	Sunday		9.75	9.75					50	50					110.06
6/22/2015	Monday		10.75	10.75					31	31					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.38
2033 Pinon Rangel, Francisco Javier Total:		06/17/15 - 06/23/15	71.50	71.50			11.22	802.16	299	299			1.15	343.28	807.22
6/17/2015	Wednesday		10.75	10.75					44	44					121.38
6/18/2015	Thursday		8.00	8.00					57	57					90.31
6/19/2015	Friday		10.75	10.75					51	51					121.35
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/21/2015	Sunday		9.75	9.75					51	51					110.08
6/22/2015	Monday		10.75	10.75					31	31					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.36
2159 Ramirez Chavez, Juan Total		06/17/15 - 06/23/15	71.50	71.50			11.22	802.16	300	300			1.15	344.03	807.22
6/17/2015	Wednesday		10.75	10.75					44	44					121.37
6/18/2015	Thursday		8.00	8.00					57	57					90.32
6/19/2015	Friday		10.75	10.75					51	51					121.37
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/21/2015	Sunday		9.75	9.75					51	51					110.08
6/22/2015	Monday		10.75	10.75					31	31					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.36

Employee Count: 46 **Job Card Count:** 896

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2164 Raya Tapia, Rodrigo Total:		06/17/15 - 06/23/15	71.50	71.50			11.22	802.22	300	300			1.15	343.97	807.24
6/17/2015	Wednesday		10.75	10.75					44	44					121.36
6/18/2015	Thursday		8.00	8.00					57	57					90.33
6/19/2015	Friday		10.75	10.75					51	51					121.37
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/22/2015	Monday		10.75	10.75					31	31					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.37
2030 Rios Bautista, Mateo Total:		06/17/15 - 06/23/15	61.75	61.75			11.21	692.15	249	249			1.18	293.02	697.17
6/17/2015	Wednesday		11.00	11.00					35	35					124.19
6/18/2015	Thursday		8.75	8.75					50	50					98.79
6/19/2015	Friday		11.00	11.00					45	45					124.19
6/20/2015	Saturday		11.00	11.00					68	68					124.19
6/21/2015	Sunday		9.75	9.75					36	36					110.09
6/22/2015	Monday		11.25	11.25					45	45					127.02
6/23/2015	Tuesday		10.75	10.75					29	29					121.37
2038 Rodriguez Jaimes, Armando Total:		06/17/15 - 06/23/15	73.50	73.50			11.29	829.84	309	309			1.08	334.56	829.84
6/17/2015	Wednesday		10.75	10.75					44	44					121.37
6/18/2015	Thursday		8.00	8.00					57	57					90.32
6/19/2015	Friday		10.75	10.75					51	51					121.35
6/20/2015	Saturday		10.75	10.75					36	36					121.37
6/21/2015	Sunday		9.75	9.75					50	50					110.00
6/22/2015	Monday		10.75	10.75					31	31					121.37
6/23/2015	Tuesday		10.75	10.75					30	30					121.38
2143 Romero Arrendondo, Alejandro Total:		06/17/15 - 06/23/15	71.50	71.50			11.22	802.16	299	299			1.15	343.28	807.22
6/17/2015	Wednesday		10.75	10.75					23	23					121.37
6/18/2015	Thursday		8.75	8.75					31	31					98.79
6/19/2015	Friday		11.00	11.00					20	20					124.19
6/20/2015	Saturday		11.75	11.75					49	49					132.6

Employee Count: 50 **Job Card Count:** 972

14

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.00	10.00					10	10					112.91
2037 De La Cruz Martinez, Eduardo Total:		06/24/15 - 06/30/15	61.75	61.75			11.29	697.18	231	231			1.17	269.31	709.56
6/24/2015	Wednesday		10.00	10.00					65	65					112.90
6/25/2015	Thursday		10.75	10.75					32	32					121.37
6/26/2015	Friday		10.75	10.75					71	71					121.36
6/27/2015	Saturday		9.00	9.00					35	35					101.61
6/28/2015	Sunday		9.75	9.75					51	51					110.09
6/29/2015	Monday		10.75	10.75					48	48					121.37
6/30/2015	Tuesday		10.00	10.00					69	69					112.91
2131 De La Cruz Morales, Rogelio Total:		06/24/15 - 06/30/15	71.00	71.00			11.29	801.61	370	370			1.00	370.14	801.61
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/26/2015	Friday		10.75	10.75					50	50					121.38
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.07
6/29/2015	Monday		10.50	10.50					26	26					118.55
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2032 Del Angel Salas, Geovani de Jesus Total:		06/24/15 - 06/30/15	60.75	60.75			11.29	685.89	165	165			1.25	206.60	685.89
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
2160 Elizondo Soto, Miguel Angel Total:		06/24/15 - 06/24/15	10.75	10.75			11.29	121.36	39	39			1.50	58.97	121.36
6/24/2015	Wednesday		10.50	10.50					84	84					118.55
6/25/2015	Thursday		10.75	10.75					56	56					121.36

Employee Count: 19 **Job Card Count:** 301 5

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2159 Ramirez Chavez, Juan Total		06/24/15 - 06/30/15	71.50	71.50			11.29	807.25	257	257			1.16	298.31	819.66
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.81
6/26/2015	Friday		10.75	10.75					48	48					121.36
6/27/2015	Saturday		9.00	9.00					14	14					101.62
2164 Raya Tapia, Rodrigo Total:		06/24/15 - 06/27/15	41.25	41.25			11.29	465.72	195	195			1.17	228.43	478.16
6/24/2015	Wednesday		10.75	10.75					39	39					121.36
6/25/2015	Thursday		10.75	10.75					93	93					133.75
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.07
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90
2030 Rios Bautista, Mateo Total:		06/24/15 - 06/30/15	71.75	71.75			11.29	810.06	260	260			1.16	301.08	822.14
6/24/2015	Wednesday		10.50	10.50					84	84					118.51
6/25/2015	Thursday		10.75	10.75					61	61					121.37
6/26/2015	Friday		11.25	11.25					36	36					127.01
6/27/2015	Saturday		8.75	8.75					12	12					98.80
6/28/2015	Sunday		9.75	9.75					38	38					110.08
6/29/2015	Monday		13.75	13.75					45	45					155.24
6/30/2015	Tuesday		11.25	11.25					77	77					127.01
2038 Rodriguez Jaimes, Armando Total:		06/24/15 - 06/30/15	76.00	76.00			11.26	855.39	354	354			1.01	357.76	858.05
6/24/2015	Wednesday		10.75	10.75					39	39					121.37
6/25/2015	Thursday		10.75	10.75					94	94					133.81
6/26/2015	Friday		10.75	10.75					50	50					121.37
6/27/2015	Saturday		9.00	9.00					14	14					101.62
6/28/2015	Sunday		9.75	9.75					26	26					110.08
6/29/2015	Monday		10.75	10.75					27	27					121.37
6/30/2015	Tuesday		10.00	10.00					10	10					112.90

Employee Count: 52 **Job Card Count:** 899 14

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/4/2015	Saturday		10.75	10.75					66	66					121.36
7/5/2015	Sunday		10.75	10.75					13	13					121.37
7/6/2015	Monday		11.00	11.00					53	53					124.19
7/7/2015	Tuesday		10.02	10.02					29	29					113.09
2037 De La Cruz Martinez, Eduardo Total:		07/01/15 - 07/07/15	74.27	74.27			11.29	838.46	212	212			1.06	223.61	838.46
7/1/2015	Wednesday		10.50	10.50					55	55					118.55
7/2/2015	Thursday		11.25	11.25					87	87					127.01
7/3/2015	Friday		11.25	11.25					100	100					127.02
7/6/2015	Monday		10.75	10.75					36	36					121.39
7/7/2015	Tuesday		10.75	10.75					35	35					121.36
2131 De La Cruz Morales, Rogelio Total:		07/01/15 - 07/07/15	54.50	54.50			11.29	615.33	313	313			0.97	304.57	615.33
7/1/2015	Wednesday		10.50	10.50					11	11					118.55
7/2/2015	Thursday		10.25	10.25					24	24					115.71
7/3/2015	Friday		11.00	11.00					17	17					124.19
7/4/2015	Saturday		10.75	10.75					66	66					121.36
7/5/2015	Sunday		10.75	10.75					13	13					121.37
7/6/2015	Monday		11.00	11.00					53	53					124.19
7/7/2015	Tuesday		10.50	10.50					97	97					121.65
2032 Del Angel Salas, Geovani de Jesus Total:		07/01/15 - 07/07/15	74.75	74.75			11.29	843.92	279	279			1.04	291.26	847.02
7/1/2015	Saturday		10.75	10.75					66	66					121.37
7/5/2015	Sunday		10.75	10.75					13	13					121.37
7/6/2015	Monday		11.00	11.00					53	53					124.19
7/7/2015	Tuesday		10.50	10.50					97	97					121.66
2160 Elizondo Soto, Miguel Angel Total:		07/04/15 - 07/07/15	43.00	43.00			11.29	485.48	228	228			1.03	235.14	488.59
7/1/2015	Wednesday		10.50	10.50					84	84					118.54
7/2/2015	Thursday		11.00	11.00					133	133					124.19

Employee Count: 19 **Job Card Count:** 294

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/5/2015	Sunday		10.75	10.75					13	13					121.37
7/6/2015	Monday		11.00	11.00					53	53					124.20
7/7/2015	Tuesday		10.50	10.50					97	97					121.65
2159 Ramirez Chavez, Juan Total		07/01/15 - 07/07/15	75.25	75.25			11.29	849.58	281	281			1.04	293.21	852.68
7/7/2015	Tuesday		10.50	10.50					97	97					121.65
2164 Raya Tapia, Rodrigo Total:		07/07/15 - 07/07/15	10.50	10.50			11.29	118.55	97	97			1.00	96.81	121.65
7/1/2015	Wednesday		10.50	10.50					11	11					118.56
7/2/2015	Thursday		10.25	10.25					24	24					115.71
7/3/2015	Friday		11.00	11.00					17	17					124.19
7/4/2015	Saturday		10.75	10.75					66	66					121.37
7/5/2015	Sunday		10.75	10.75					13	13					121.37
7/6/2015	Monday		11.00	11.00					52	52					124.19
7/7/2015	Tuesday		11.50	11.50					97	97					132.94
2030 Rios Bautista, Mateo Total:		07/01/15 - 07/07/15	75.75	75.75			11.29	855.23	280	280			1.04	291.31	858.33
7/1/2015	Wednesday		10.50	10.50					81	81					118.53
7/2/2015	Thursday		11.50	11.50					142	142					129.84
7/3/2015	Friday		11.25	11.25					128	128					127.01
7/4/2015	Saturday		11.25	11.25					100	100					127.02
7/5/2015	Sunday		11.00	11.00					140	140					128.32
7/6/2015	Monday		11.00	11.00					119	119					124.19
7/7/2015	Tuesday		10.75	10.75											121.37
2038 Rodriguez Jaimes, Armando Total:		07/01/15 - 07/07/15	77.25	77.25			10.84	837.60	714	714			0.87	620.74	876.28
7/1/2015	Wednesday		10.50	10.50					11	11					118.53
7/2/2015	Thursday		10.25	10.25					24	24					115.73
7/3/2015	Friday		11.00	11.00					17	17					124.19
7/4/2015	Saturday		10.75	10.75					66	66					121.37
7/5/2015	Sunday		6.50	6.50					13	13					73.39
7/6/2015	Monday		11.00	11.00					53	53					124.19
7/7/2015	Tuesday		10.50	10.50					97	97					121.65

Employee Count: 52 **Job Card Count:** 839

14

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/14/2015	Tuesday		11.75	11.75					31	31					132.65
2131 De La Cruz Morales, Rogelio Total:		07/08/15 - 07/14/15	71.50	71.50			11.21	801.20	350	350			1.02	356.75	807.21
7/8/2015	Wednesday		10.50	10.50					87	87					118.55
7/9/2015	Thursday		10.75	10.75					115	115					121.36
7/10/2015	Friday		11.00	11.00					83	83					124.19
7/11/2015	Saturday		10.75	10.75					154	154					131.05
7/12/2015	Sunday		6.00	6.00					27	27					67.71
7/13/2015	Monday		11.00	11.00					165	165					132.93
2032 Del Angel Salas, Geovani de Jesus Total:		07/08/15 - 07/13/15	60.00	60.00			11.29	677.40	631	631			0.93	589.50	695.82
7/8/2015	Wednesday		10.50	10.50					87	87					118.55
7/9/2015	Thursday		10.75	10.75					115	115					121.36
7/10/2015	Friday		11.00	11.00					83	83					124.19
7/11/2015	Saturday		10.75	10.75					155	155					131.12
7/12/2015	Sunday		6.00	6.00					27	27					67.7
7/13/2015	Monday		11.00	11.00					166	166					133.4
7/14/2015	Tuesday		10.50	10.50					145	145					122.8
2160 Elizondo Soto, Miguel Angel Total:		07/08/15 - 07/14/15	70.50	70.50			11.29	795.96	777	777			0.92	713.01	819.2
7/8/2015	Wednesday		10.50	10.50					77	77					118.5
7/9/2015	Thursday		10.75	10.75					181	181					147.0
7/10/2015	Friday		11.00	11.00					96	96					124.1
7/11/2015	Saturday		10.50	10.50					194	194					155.1
7/12/2015	Sunday		6.00	6.00					21	21					67.7
7/13/2015	Monday		11.00	11.00					186	186					138.0
7/14/2015	Tuesday		10.75	10.75					125	125					121.3
2117 Flores Flores, David Total:		07/08/15 - 07/14/15	70.50	70.50			11.05	778.99	883	883			0.83	736.52	872.4
7/8/2015	Wednesday		10.75	10.75					37	37					121..
7/9/2015	Thursday		11.00	11.00					104	104					124.1

Employee Count: 18 **Job Card Count:** 284

5

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/9/2015	Thursday		10.75	10.75					115	115					121.36
7/10/2015	Friday		11.00	11.00					83	83					124.19
7/11/2015	Saturday		10.75	10.75					154	154					131.05
7/13/2015	Monday		11.00	11.00					166	166					133.11
7/14/2015	Tuesday		10.50	10.50					146	146					123.68
2073 Martinez Paulino, Jose Tota		07/08/15 - 07/14/15	64.50	64.50			11.29	728.20	752	752			0.90	676.21	752.26
7/8/2015	Wednesday		10.50	10.50					77	77					118.55
7/9/2015	Thursday		10.75	10.75					181	181					117.08
7/10/2015	Friday		11.00	11.00					96	96					124.20
7/11/2015	Saturday		10.50	10.50					194	194					155.48
7/12/2015	Sunday		6.00	6.00					24	24					67.74
7/13/2015	Monday		11.00	11.00					186	186					138.09
7/14/2015	Tuesday		10.75	10.75					125	125					121.36
2119 Mendoza Soto, Esteban Tota		07/08/15 - 07/14/15	70.50	70.50			11.05	779.02	883	883			0.83	736.44	872.50
7/8/2015	Wednesday		10.75	10.75					36	36					121.37
7/9/2015	Thursday		10.75	10.75					100	100					121.37
7/10/2015	Friday		11.00	11.00					77	77					124.20
7/11/2015	Saturday		10.25	10.25					61	61					115.72
7/12/2015	Sunday		6.00	6.00					22	22					67.7
7/13/2015	Monday		11.00	11.00					22	22					134.19
7/14/2015	Tuesday		11.75	11.75					32	32					132.60
2167 Morales Acosta, Dario Total		07/08/15 - 07/14/15	71.50	71.50			11.21	801.23	350	350			1.02	356.90	807.2
7/8/2015	Wednesday		10.50	10.50					87	87					118.5
7/9/2015	Thursday		10.75	10.75					115	115					121.3
7/10/2015	Friday		11.00	11.00					83	83					124.1
7/11/2015	Saturday		10.75	10.75					154	154					131.0
7/12/2015	Sunday		6.00	6.00					27	27					67.7
7/13/2015	Monday		11.00	11.00					166	166					133.1
7/14/2015	Tuesday		10.50	10.50					146	146					123.5
2033 Pinon Rangel, Francisco Javier Total:		07/08/15 - 07/14/15	70.50	70.50			11.29	795.96	778	778			0.92	713.48	819.8

Employee Count: 47 **Job Card Count:** 755 13

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/8/2015	Wednesday		10.50	10.50					87	87					118.55
7/9/2015	Thursday		10.75	10.75					115	115					121.36
7/10/2015	Friday		11.00	11.00					83	83					124.19
7/11/2015	Saturday		10.75	10.75					155	155					131.19
7/12/2015	Sunday		6.00	6.00					27	27					67.74
7/13/2015	Monday		10.75	10.75					165	165					132.63
7/14/2015	Tuesday		10.50	10.50					145	145					122.88
2159 Ramirez Chavez, Juan Total		07/08/15 - 07/14/15	70.25	70.25			11.29	793.13	777	777			0.92	712.24	818.54
7/8/2015	Wednesday		7.00	7.00					67	67					79.03
7/9/2015	Thursday		10.75	10.75					115	115					121.37
7/10/2015	Friday		11.00	11.00					83	83					124.19
7/11/2015	Saturday		10.75	10.75					154	154					130.99
7/12/2015	Sunday		6.00	6.00					27	27					67.71
7/13/2015	Monday		11.00	11.00					166	166					133.11
7/14/2015	Tuesday		10.50	10.50					146	146					123.78
2164 Raya Tapia, Rodrigo Total:		07/08/15 - 07/14/15	67.00	67.00			11.29	756.43	758	758			0.90	681.58	780.54
7/8/2015	Wednesday		10.50	10.50					87	87					118.55
7/9/2015	Thursday		10.75	10.75					115	115					121.36
7/10/2015	Friday		11.00	11.00					83	83					124.19
7/11/2015	Saturday		10.75	10.75					154	154					131.05
7/12/2015	Sunday		6.00	6.00					27	27					67.74
7/13/2015	Monday		10.75	10.75					165	165					132.88
2030 Rios Bautista, Mateo Total:		07/08/15 - 07/13/15	59.75	59.75			11.29	674.58	631	631			0.93	589.63	695.77
7/8/2015	Wednesday		12.75	12.75					87	87					143.95
7/9/2015	Thursday		10.75	10.75					181	181					147.08
7/10/2015	Friday		11.00	11.00					96	96					124.19
7/11/2015	Saturday		12.25	12.25					227	227					181.39
7/12/2015	Sunday		6.50	6.50					24	24					73.38
7/13/2015	Monday		11.50	11.50					197	197					147.27
7/14/2015	Tuesday		10.75	10.75					126	126					121.37

Employee Count: 50 **Job Card Count:** 809

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
2032 Del Angel Salas, Geovani de Jesus Total:		07/16/15 - 07/21/15	57.50	57.50			10.70	615.08	393	393			1.43	562.46	672.92
7/16/2015	Thursday		11.00	11.00					94	94					124.19
7/17/2015	Friday		10.50	10.50					162	162					129.82
7/18/2015	Saturday		11.00	11.00					11	11					124.19
7/19/2015	Sunday		6.00	6.00					2	2					67.74
7/20/2015	Monday		9.75	9.75					14	14					110.08
7/21/2015	Tuesday		9.50	9.50					8	8					120.06
2160 Elizondo Soto, Miguel Angel Total:		07/16/15 - 07/21/15	57.75	57.75			10.96	632.67	291	291			1.66	483.75	676.08
7/16/2015	Thursday		11.00	11.00					156	156					124.19
7/17/2015	Friday		10.75	10.75					170	170					136.12
7/18/2015	Saturday		10.75	10.75					121	121					121.37
7/19/2015	Sunday		6.00	6.00					76	76					67.74
7/20/2015	Monday		9.25	9.25					135	135					108.11
7/21/2015	Tuesday		9.50	9.50					86	86					107.26
2117 Flores Flores, David Total:		07/16/15 - 07/21/15	57.25	57.25			10.91	624.47	743	743			0.77	571.56	664.79
7/19/2015	Sunday		6.00	6.00					76	76					67.74
7/20/2015	Monday		9.25	9.25					135	135					108.11
7/21/2015	Tuesday		9.50	9.50					86	86					107.26
2212 Flores Montero, Gilberto Total:		07/19/15 - 07/21/15	24.75	24.75			11.29	279.43	297	297			0.75	222.27	283.11
7/16/2015	Thursday		11.00	11.00					124	124					124.19
7/17/2015	Friday		10.75	10.75					67	67					126.87
7/18/2015	Saturday		10.75	10.75											121.37
7/19/2015	Sunday		6.00	6.00											67.74
7/20/2015	Monday		9.75	9.75					15	15					110.08
7/21/2015	Tuesday		9.25	9.25					57	57					104.13
2122 Galindo Cervantes, Honorat Total:		07/16/15 - 07/21/15	57.50	57.50			11.28	648.78	263	263			1.10	287.56	654.68

Employee Count: 20 **Job Card Count:** 187

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/20/2015	Monday		9.75	9.75					14	14					110.08
7/21/2015	Tuesday		9.50	9.50					8	8					120.06
2073 Martinez Paulino, Jose Tota		07/16/15 - 07/21/15	57.50	57.50			10.96	629.93	288	288			1.67	481.42	673.26
7/16/2015	Thursday		11.00	11.00					156	156					124.19
7/17/2015	Friday		10.75	10.75					170	170					136.12
7/18/2015	Saturday		10.75	10.75					120	120					121.37
7/19/2015	Sunday		6.00	6.00					76	76					67.74
7/20/2015	Monday		9.25	9.25					135	135					108.11
7/21/2015	Tuesday		9.50	9.50					86	86					107.26
2119 Mendoza Soto, Esteban Tota		07/16/15 - 07/21/15	57.25	57.25			10.91	624.52	743	743			0.77	571.38	664.79
7/16/2015	Thursday		11.00	11.00					124	124					124.19
7/17/2015	Friday		10.75	10.75					67	67					126.87
7/18/2015	Saturday		10.75	10.75											121.37
7/19/2015	Sunday		6.00	6.00											67.74
7/20/2015	Monday		9.75	9.75					15	15					110.08
7/21/2015	Tuesday		9.25	9.25					57	57					101.13
2167 Morales Acosta, Dario Total		07/16/15 - 07/21/15	57.50	57.50			11.28	648.78	263	263			1.10	287.56	654.68
7/16/2015	Thursday		10.75	10.75					91	91					121.37
7/17/2015	Friday		10.50	10.50					162	162					129.82
7/18/2015	Saturday		11.00	11.00					11	11					124.19
7/19/2015	Sunday		6.00	6.00					2	2					67.74
7/20/2015	Monday		9.75	9.75					14	14					110.08
7/21/2015	Tuesday		9.50	9.50					8	8					120.06
2033 Pinon Rangel, Francisco Javier Total:		07/16/15 - 07/21/15	57.50	57.50			10.95	629.89	288	288			1.67	481.47	673.26
7/16/2015	Thursday		10.75	10.75					91	91					121.37
7/17/2015	Friday		10.50	10.50					162	162					129.82
7/18/2015	Saturday		11.00	11.00					11	11					124.19
7/19/2015	Sunday		6.00	6.00					2	2					67.74
7/20/2015	Monday		9.75	9.75					14	14					110.08

Employee Count: 53 **Job Card Count:** 485 13

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/21/2015	Tuesday		9.25	9.25					8	8					116.90
2159 Ramirez Chavez, Juan Total		07/16/15 - 07/21/15	57.25	57.25			10.95	627.14	288	288			1.66	478.27	670.10
7/16/2015	Thursday		10.75	10.75					91	91					121.37
7/17/2015	Friday		10.50	10.50					162	162					129.82
7/18/2015	Saturday		11.00	11.00					113	113					124.19
7/19/2015	Sunday		6.00	6.00					2	2					67.74
7/20/2015	Monday		9.25	9.25					135	135					108.11
7/21/2015	Tuesday		9.50	9.50					86	86					107.26
2164 Raya Tapia, Rodrigo Total:		07/16/15 - 07/21/15	57.00	57.00			10.99	626.23	590	590			0.88	518.55	658.49
7/16/2015	Thursday		10.75	10.75					91	91					121.37
7/17/2015	Friday		10.50	10.50					162	162					129.82
7/18/2015	Saturday		11.00	11.00					113	113					124.19
7/19/2015	Sunday		6.00	6.00					2	2					67.74
7/20/2015	Monday		9.25	9.25					135	135					108.11
7/21/2015	Tuesday		9.50	9.50					86	86					107.26
2030 Rios Bautista, Mateo Total:		07/16/15 - 07/21/15	57.00	57.00			10.99	626.23	589	589			0.88	518.23	658.49
7/16/2015	Thursday		11.00	11.00					156	156					124.19
7/18/2015	Saturday		12.00	12.00					10	10					135.48
7/19/2015	Sunday		6.00	6.00					76	76					67.74
7/20/2015	Monday		9.75	9.75					142	142					113.95
7/21/2015	Tuesday		10.00	10.00					92	92					112.90
2038 Rodriguez Jaimes, Armando Total:		07/16/15 - 07/21/15	48.75	48.75			11.17	544.57	476	476			0.75	357.59	554.26
7/16/2015	Thursday		10.75	10.75					91	91					121.37
7/17/2015	Friday		10.50	10.50					162	162					129.82
7/18/2015	Saturday		11.00	11.00					11	11					124.19
7/19/2015	Sunday		6.00	6.00					2	2					67.74
7/20/2015	Monday		9.75	9.75					14	14					110.08
7/21/2015	Tuesday		9.25	9.25					8	8					116.90

Employee Count: 57 **Job Card Count:** 526

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/27/2015	Monday		9.00	9.00											101.61
7/28/2015	Tuesday		10.00	10.00					117	117					112.90
2131 De La Cruz Morales, Rogelio Total:		07/22/15 - 07/28/15	63.00	63.00			11.18	704.06	186	186			1.09	202.55	711.27
7/22/2015	Wednesday		10.00	10.00					13	13					112.90
7/23/2015	Thursday		10.00	10.00					5	5					112.90
7/24/2015	Friday		10.00	10.00					24	24					112.90
7/25/2015	Saturday		9.25	9.25											101.13
7/26/2015	Sunday		4.75	4.75					28	28					53.63
7/27/2015	Monday		9.00	9.00					5	5					101.61
7/28/2015	Tuesday		10.00	10.00					32	32					112.90
2032 Del Angel Salas, Geovani de Jesus Total:		07/22/15 - 07/28/15	63.00	63.00			11.29	711.27	107	107			3.29	352.95	711.27
7/22/2015	Wednesday		10.00	10.00					13	13					112.90
7/23/2015	Thursday		10.00	10.00					5	5					112.90
7/24/2015	Friday		10.00	10.00					23	23					112.90
7/25/2015	Saturday		9.25	9.25											101.13
7/26/2015	Sunday		4.75	4.75					28	28					53.63
7/27/2015	Monday		9.25	9.25					5	5					101.13
7/28/2015	Tuesday		10.00	10.00					32	32					112.90
2160 Elizondo Soto, Miguel Angel Total:		07/22/15 - 07/28/15	63.25	63.25			11.29	714.09	107	107			3.31	354.78	714.09
7/22/2015	Wednesday		10.75	10.75					173	173					121.37
7/23/2015	Thursday		9.75	9.75					145	145					115.99
7/24/2015	Friday		10.00	10.00					90	90					112.90
7/25/2015	Saturday		9.00	9.00					138	138					101.61
7/26/2015	Sunday		4.75	4.75					21	21					53.62
7/27/2015	Monday		9.00	9.00											101.61
7/28/2015	Tuesday		10.00	10.00					155	155					112.90
2117 Flores Flores, David Total:		07/22/15 - 07/28/15	63.25	63.25			11.24	710.95	723	723			0.70	506.34	720.00

Employee Count: 18 **Job Card Count:** 193

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/28/2015	Tuesday		10.00	10.00					31	31					112.90
2073 Martinez Paulino, Jose Tota		07/22/15 - 07/28/15	63.25	63.25			11.29	714.09	107	107			3.32	355.02	714.09
7/22/2015	Wednesday		10.75	10.75					173	173					121.37
7/23/2015	Thursday		9.75	9.75					145	145					115.99
7/24/2015	Friday		10.00	10.00					90	90					112.90
7/25/2015	Saturday		9.00	9.00					138	138					101.61
7/26/2015	Sunday		4.75	4.75					21	21					53.63
7/27/2015	Monday		9.00	9.00											101.61
7/28/2015	Tuesday		10.00	10.00					155	155					112.90
2119 Mendoza Soto, Esteban Tota		07/22/15 - 07/28/15	63.25	63.25			11.24	710.95	723	723			0.70	506.34	720.00
7/22/2015	Wednesday		10.00	10.00					11	11					112.90
7/23/2015	Thursday		10.00	10.00											112.90
7/24/2015	Friday		10.00	10.00					28	28					112.90
7/25/2015	Saturday		9.25	9.25											101.43
7/26/2015	Sunday		4.75	4.75					27	27					53.63
7/27/2015	Monday		9.00	9.00											101.60
7/28/2015	Tuesday		10.00	10.00					117	117					112.90
2167 Morales Acosta, Dario Total		07/22/15 - 07/28/15	63.00	63.00			11.18	704.05	186	186			1.09	202.55	711.26
7/22/2015	Wednesday		10.00	10.00					13	13					112.90
7/23/2015	Thursday		10.00	10.00					5	5					112.90
7/24/2015	Friday		10.00	10.00					23	23					112.90
7/25/2015	Saturday		9.25	9.25											101.43
7/26/2015	Sunday		4.75	4.75					28	28					53.63
7/27/2015	Monday		9.25	9.25					5	5					101.43
7/28/2015	Tuesday		10.00	10.00					31	31					112.90
2033 Pinon Rangel, Francisco Javier Total:		07/22/15 - 07/28/15	63.25	63.25			11.29	714.09	107	107			3.32	355.18	714.09
7/22/2015	Wednesday		10.00	10.00					13	13					112.90
7/23/2015	Thursday		10.00	10.00					5	5					112.90
7/24/2015	Friday		10.00	10.00					24	24					112.90

Employee Count: 53 **Job Card Count:** 586 15

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/25/2015	Saturday		9.25	9.25											104.43
7/26/2015	Sunday		4.75	4.75					28	28					53.63
7/27/2015	Monday		9.00	9.00					5	5					101.61
7/28/2015	Tuesday		10.00	10.00					32	32					112.90
2159 Ramirez Chavez, Juan Total		07/22/15 - 07/28/15	63.00	63.00			11.29	711.27	107	107			3.29	352.68	711.27
7/22/2015	Wednesday		10.75	10.75					173	173					121.37
7/23/2015	Thursday		9.75	9.75					145	145					115.99
7/24/2015	Friday		10.00	10.00					90	90					112.90
7/25/2015	Saturday		9.00	9.00					138	138					101.61
7/26/2015	Sunday		4.75	4.75					21	21					53.62
7/27/2015	Monday		9.00	9.00											101.61
7/28/2015	Tuesday		10.00	10.00					155	155					112.90
2164 Raya Tapia, Rodrigo Total:		07/22/15 - 07/28/15	63.25	63.25			11.24	710.95	723	723			0.70	506.34	720.00
7/22/2015	Wednesday		10.75	10.75					173	173					121.37
7/23/2015	Thursday		9.75	9.75					145	145					115.99
7/24/2015	Friday		10.00	10.00					90	90					112.90
7/25/2015	Saturday		9.00	9.00					138	138					101.61
7/26/2015	Sunday		4.75	4.75					21	21					53.62
7/27/2015	Monday		9.00	9.00											101.61
7/28/2015	Tuesday		10.00	10.00					155	155					112.90
2030 Rios Bautista, Mateo Total:		07/22/15 - 07/28/15	63.25	63.25			11.24	710.95	723	723			0.70	506.32	720.00
7/22/2015	Wednesday		11.50	11.50					185	185					129.84
7/23/2015	Thursday		13.50	13.50					201	201					160.60
7/24/2015	Friday		13.25	13.25											149.59
7/25/2015	Saturday		11.75	11.75					181	181					132.66
7/26/2015	Sunday		4.75	4.75					21	21					53.62
7/27/2015	Monday		9.00	9.00											101.61
7/28/2015	Tuesday		10.00	10.00					155	155					112.90
2038 Rodriguez Jaimes, Armando Total:		07/22/15 - 07/28/15	73.75	73.75			11.23	828.12	743	743			0.67	501.23	840.82

10.75 + 121.37 = 961.68
Hours

Employee Count: 56 **Job Card Count:** 623

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
8/1/2015	Saturday		10.50	10.50					54	54					118.55
8/3/2015	Monday		9.75	9.75					23	23					110.08
8/4/2015	Tuesday		9.75	9.75											110.08
2126 Cumplido Aguilar, Juan Manuel Total:		07/29/15 - 08/04/15	58.77	58.77			11.29	663.49	110	110			1.62	178.32	663.49
7/29/2015	Wednesday		9.00	9.00					5	5					101.61
7/30/2015	Thursday		9.25	9.25					28	28					101.42
7/31/2015	Friday		10.50	10.50					2	2					118.54
8/1/2015	Saturday		10.50	10.50					14	14					118.55
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2037 De La Cruz Martinez, Eduardo Total:		07/29/15 - 08/04/15	59.25	59.25			11.27	667.61	58	58			3.69	212.39	668.92
7/29/2015	Wednesday		8.75	8.75											98.79
7/30/2015	Thursday		9.53	9.53					32	32					107.63
7/31/2015	Friday		10.50	10.50					1	1					118.54
8/1/2015	Saturday		10.50	10.50					54	54					118.55
8/3/2015	Monday		9.75	9.75					23	23					110.08
8/4/2015	Tuesday		9.75	9.75											110.08
2131 De La Cruz Morales, Rogelio Total:		07/29/15 - 08/04/15	58.78	58.78			11.29	663.67	110	110			1.63	178.47	663.67
7/29/2015	Wednesday		0.75	0.75					0	0					8.47
7/30/2015	Thursday		9.25	9.25					28	28					104.13
7/31/2015	Friday		10.50	10.50					2	2					118.54
8/1/2015	Saturday		10.50	10.50					14	14					118.55
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2032 Del Angel Salas, Geovani de Jesus Total:		07/29/15 - 08/04/15	51.00	51.00			11.26	574.48	53	53			2.65	139.67	575.79
7/29/2015	Wednesday		9.00	9.00					5	5					101.61

Employee Count: 15 **Job Card Count:** 150

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/30/2015	Thursday		9.25	9.25					28	28					101.43
7/31/2015	Friday		10.50	10.50					2	2					118.51
8/1/2015	Saturday		10.50	10.50					14	14					118.55
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2160 Elizondo Soto, Miguel Angel Total:		07/29/15 - 08/04/15	59.25	59.25			11.27	667.61	58	58			3.69	212.43	668.93
7/29/2015	Wednesday		9.50	9.50					113	113					115.01
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.93
8/3/2015	Monday		10.00	10.00					98	98					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2117 Flores Flores, David Total:		07/29/15 - 08/04/15	57.75	57.75			11.29	651.99	625	625			0.72	453.33	718.98
7/29/2015	Wednesday		8.75	8.75											98.79
7/30/2015	Thursday		9.53	9.53					32	32					107.63
7/31/2015	Friday		10.50	10.50					1	1					118.54
8/1/2015	Saturday		10.50	10.50					54	54					118.55
8/3/2015	Monday		9.75	9.75					23	23					110.08
8/4/2015	Tuesday		9.75	9.75											110.08
2122 Galindo Cervantes, Honorat Total:		07/29/15 - 08/04/15	58.78	58.78			11.29	663.67	110	110			1.62	178.51	663.67
7/29/2015	Wednesday		6.00	6.00					69	69					86.03
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.98
8/3/2015	Monday		10.00	10.00					99	99					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2125 Galindo Cervantes, Juan Ernesto Total:		07/29/15 - 08/04/15	54.25	54.25			11.29	612.48	552	552			0.71	394.51	660.02

Employee Count: 19 **Job Card Count:** 187

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.93
8/3/2015	Monday		10.00	10.00					99	99					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2127 Martinez Cervantes, Manuel Total:		07/29/15 - 08/04/15	57.75	57.75			11.29	651.99	625	625			0.72	453.19	718.89
7/29/2015	Wednesday		9.25	9.25					5	5					104.43
7/30/2015	Thursday		9.25	9.25					28	28					104.43
7/31/2015	Friday		10.50	10.50					2	2					118.54
8/1/2015	Saturday		10.50	10.50					14	14					118.55
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2073 Martinez Paulino, Jose Tota		07/29/15 - 08/04/15	59.50	59.50			11.27	670.43	58	58			3.73	214.47	671.75
7/29/2015	Wednesday		9.50	9.50					143	143					114.95
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.93
8/3/2015	Monday		10.00	10.00					99	99					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2119 Mendoza Soto, Esteban Tota		07/29/15 - 08/04/15	57.75	57.75			11.29	651.99	625	625			0.72	453.19	718.89
7/29/2015	Wednesday		8.75	8.75											98.79
7/30/2015	Thursday		9.50	9.50					32	32					107.26
7/31/2015	Friday		10.50	10.50					1	1					118.54
8/1/2015	Saturday		10.25	10.25					53	53					115.73
8/3/2015	Monday		9.75	9.75					23	23					110.08
8/4/2015	Tuesday		9.75	9.75											110.08
2167 Morales Acosta, Dario Total		07/29/15 - 08/04/15	58.50	58.50			11.29	660.48	109	109			1.62	177.20	660.48
7/29/2015	Wednesday		9.25	9.25					5	5					104.43
7/30/2015	Thursday		9.25	9.25					28	28					104.43

Employee Count: 35 **Job Card Count:** 352 9

Job Card: Payroll Summary

Date	Job	Farm, Field	Total Time	Reg	OT	DT	Time Rate	Time Amount	Total Pieces	Pieces Reg	Pieces OT	Pieces DT	Piece Rate	Piece Amount	Total Amount
7/31/2015	Friday		10.50	10.50					2	2					118.54
8/1/2015	Saturday		10.50	10.50					14	14					118.55
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2033 Pinon Rangel, Francisco Javier Total:		07/29/15 - 08/04/15	59.50	59.50			11.27	670.44	58	58			3.72	214.38	671.75
7/29/2015	Wednesday		9.00	9.00					5	5					101.61
7/30/2015	Thursday		9.00	9.00					28	28					101.61
7/31/2015	Friday		10.50	10.50					2	2					118.54
8/1/2015	Saturday		10.50	10.50					14	14					118.54
8/3/2015	Monday		10.00	10.00					9	9					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2159 Ramirez Chavez, Juan Total		07/29/15 - 08/04/15	59.00	59.00			11.27	664.78	57	57			3.70	212.30	666.10
7/29/2015	Wednesday		9.50	9.50					143	143					145.01
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.98
8/3/2015	Monday		10.00	10.00					99	99					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2164 Raya Tapia, Rodrigo Total:		07/29/15 - 08/04/15	57.75	57.75			11.29	651.99	626	626			0.72	453.71	719.03
7/29/2015	Wednesday		9.50	9.50					143	143					144.95
7/30/2015	Thursday		9.25	9.25					148	148					118.13
7/31/2015	Friday		9.75	9.75					136	136					110.08
8/1/2015	Saturday		9.25	9.25					100	100					119.93
8/3/2015	Monday		10.00	10.00					99	99					112.90
8/4/2015	Tuesday		10.00	10.00											112.90
2030 Rios Bautista, Mateo Total:		07/29/15 - 08/04/15	57.75	57.75			11.29	651.99	625	625			0.72	453.19	718.89
7/29/2015	Wednesday		9.00	9.00					5	5					101.61
7/30/2015	Thursday		9.25	9.25					28	28					101.42
7/31/2015	Friday		10.50	10.50					2	2					118.54

Employee Count: 39 **Job Card Count:** 394 10

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

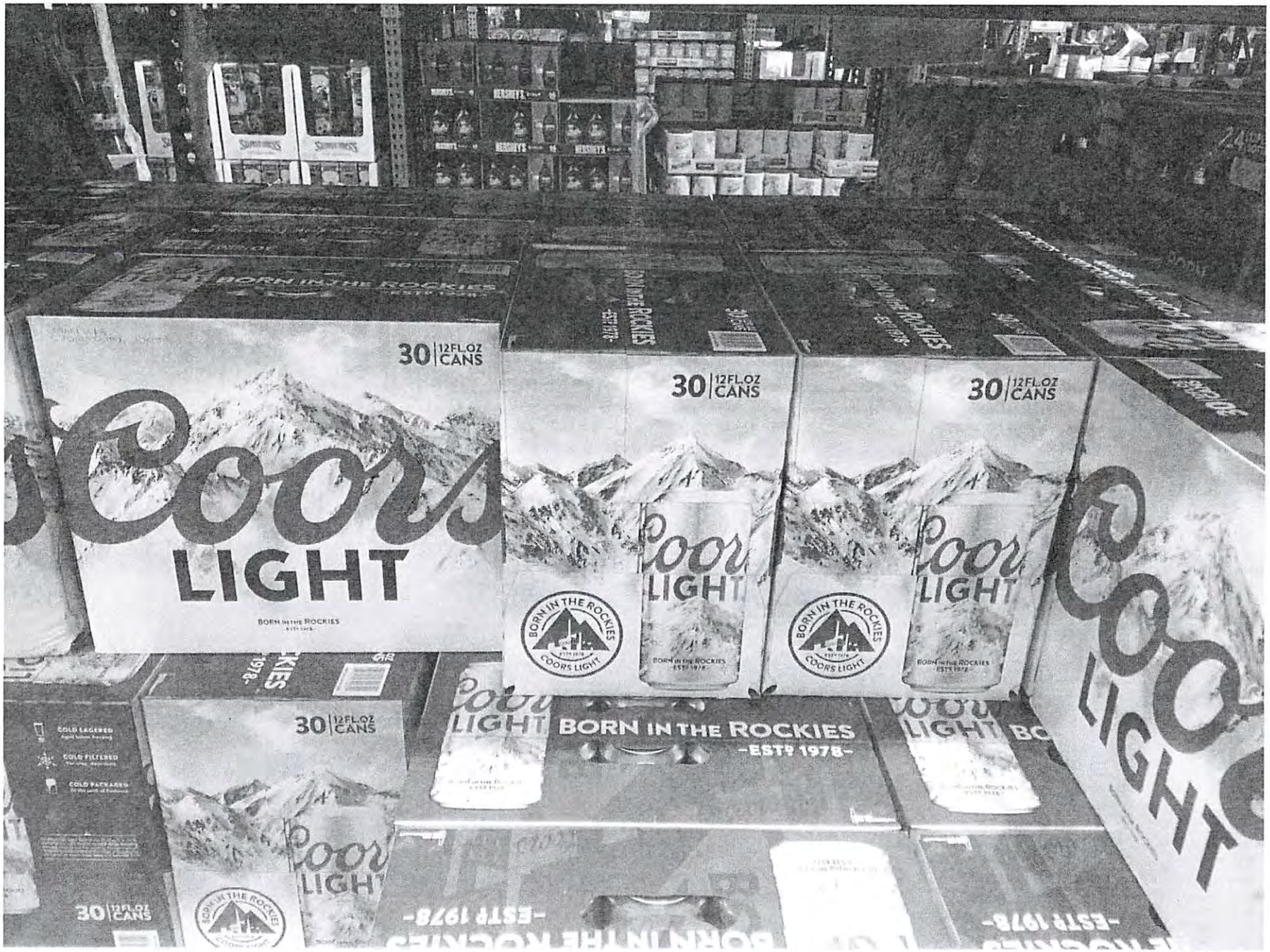
Binder 8

PX 26 to 31


13947
0 000000 139472
MILLER LITE
30/12 OZ
*CASE SALE ONLY
PRICE PER QUART
1.866
SELL PRICE
20.99
11/28/15

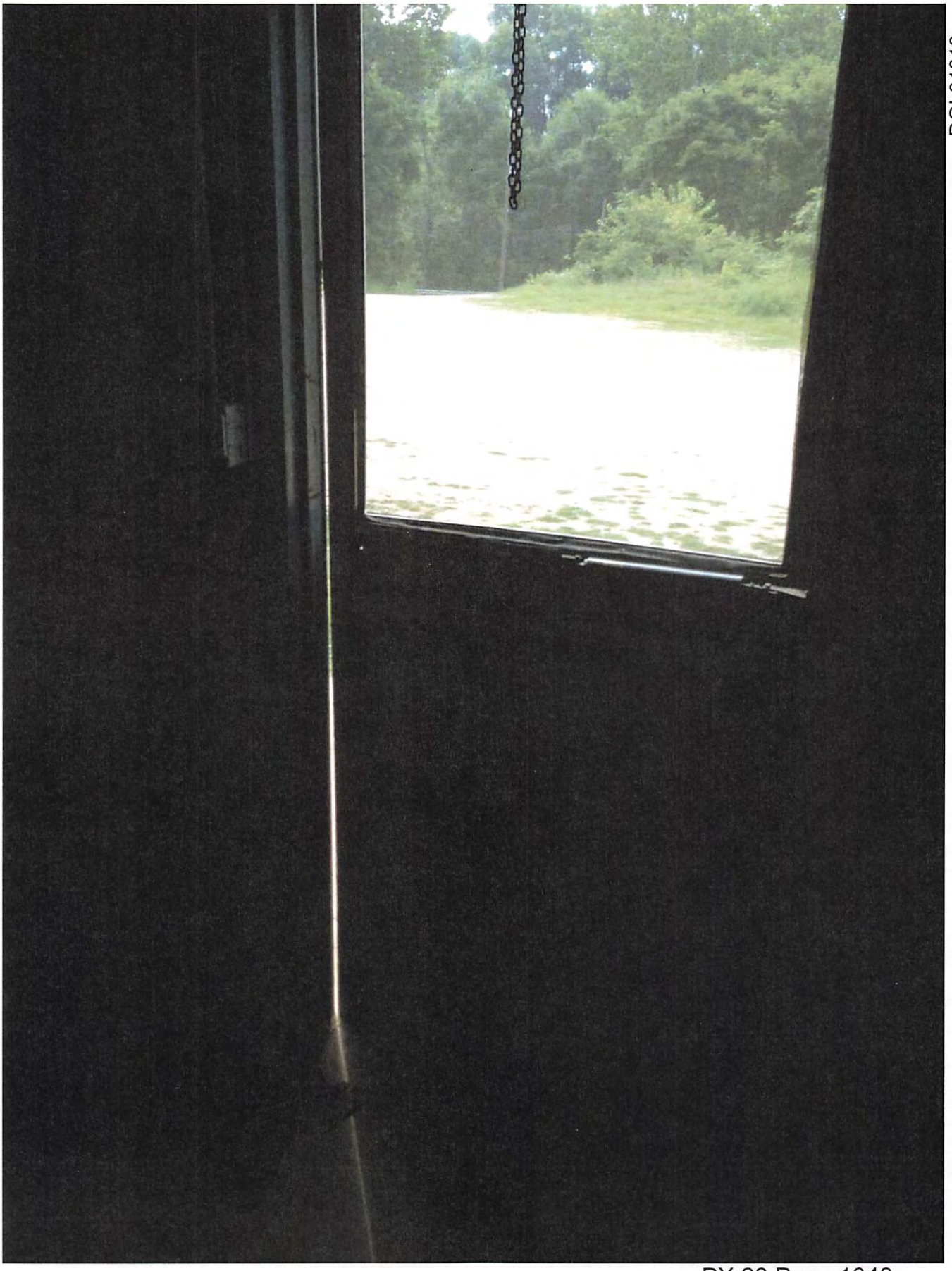

30 12OZ. CANS
Miller Lite
A FINE PILSNER BEER


10441
0 000000 104418
COORS LIGHT
30/12 OZ
*CASE SALE ONLY
PRICE PER QUART
1.866
SELL PRICE
20.99
6/14/15


30 12FLOZ CANS
Coors
LIGHT
BORN IN THE ROCKIES
BORN IN THE ROCKIES -ESTD 1978-
COLD LAGERED
COLD FILTERED
COLD PACKAGED







DOL01813



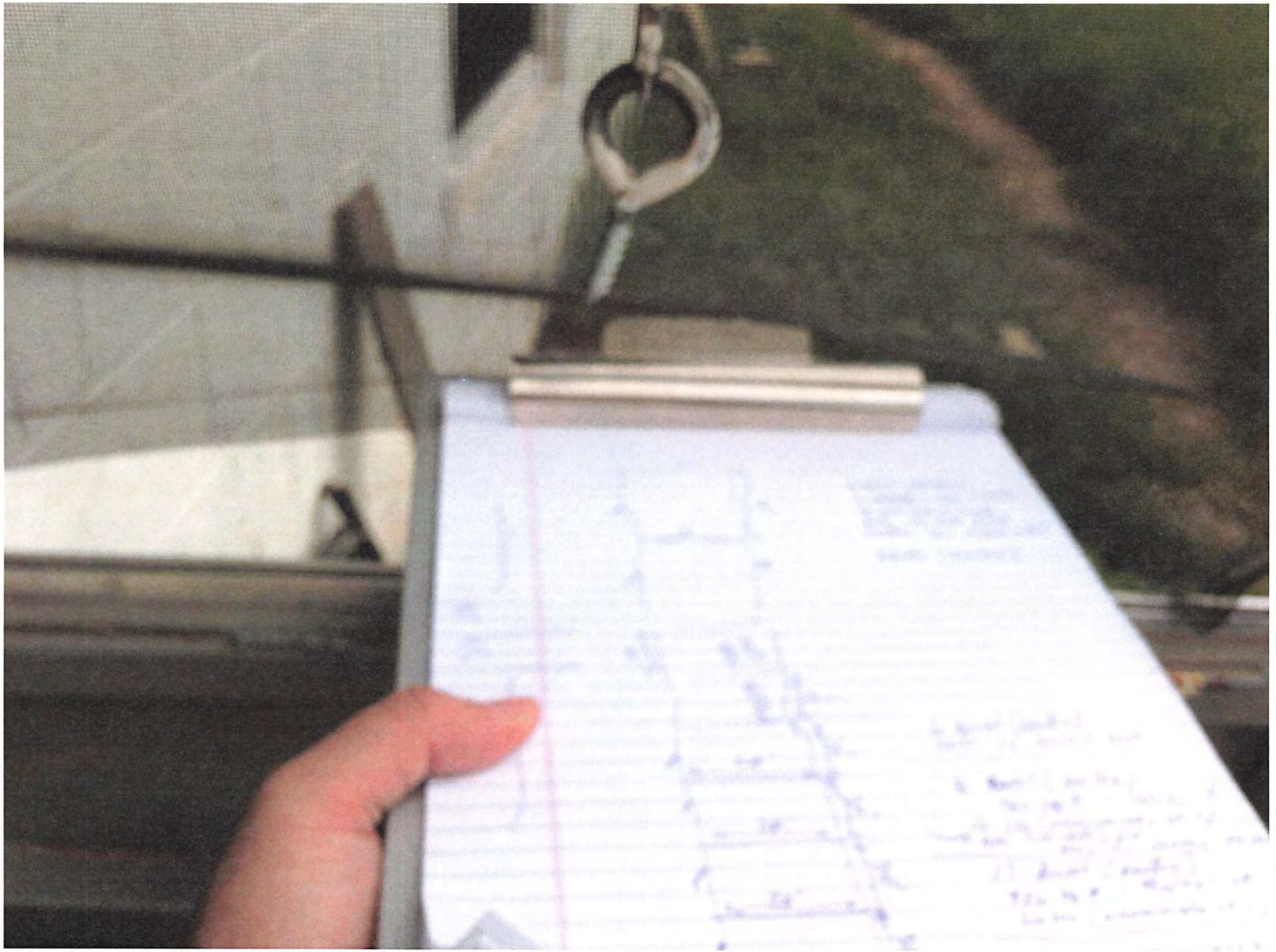
DOL01819

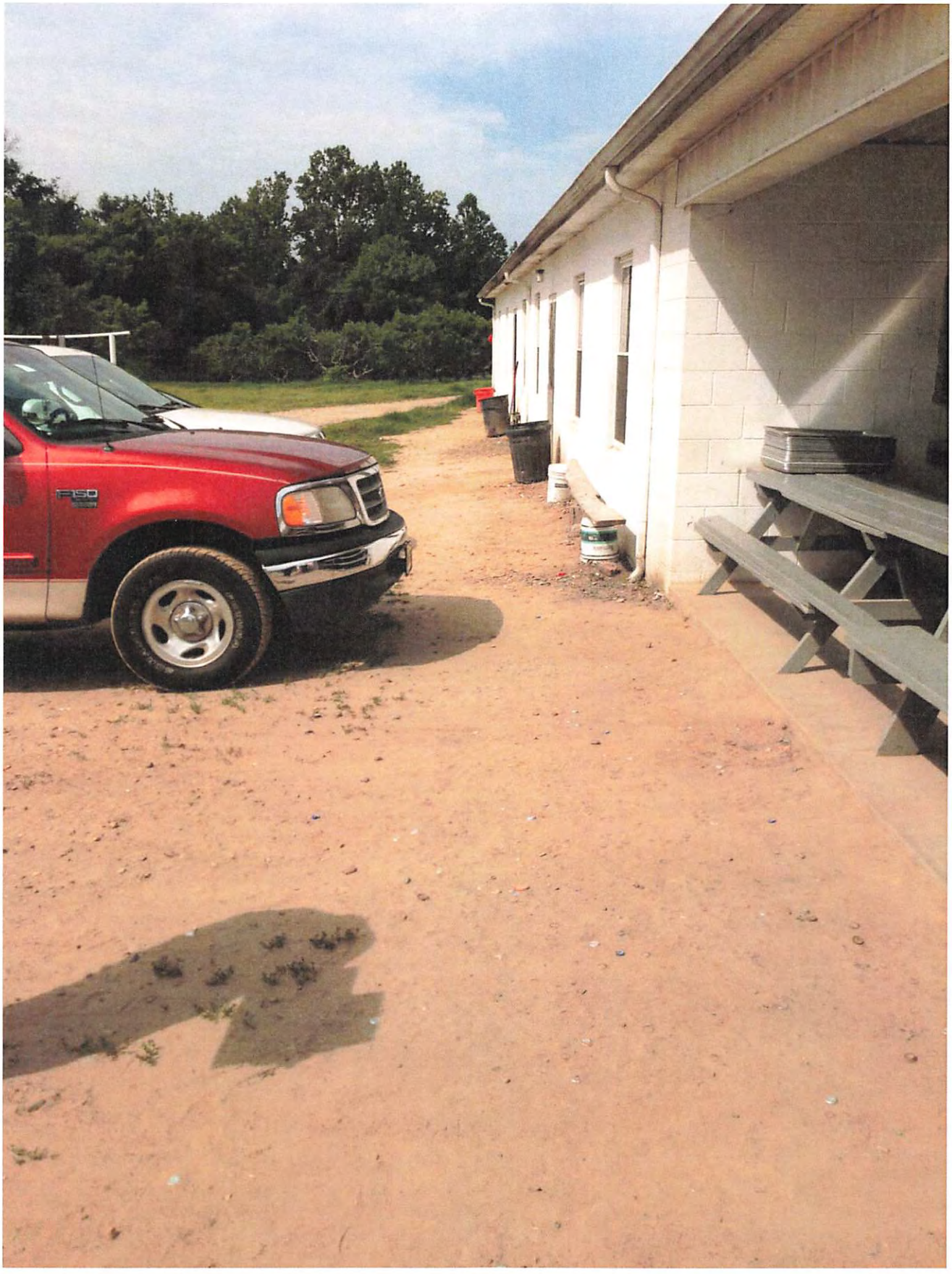


DOL01840



DOL01832

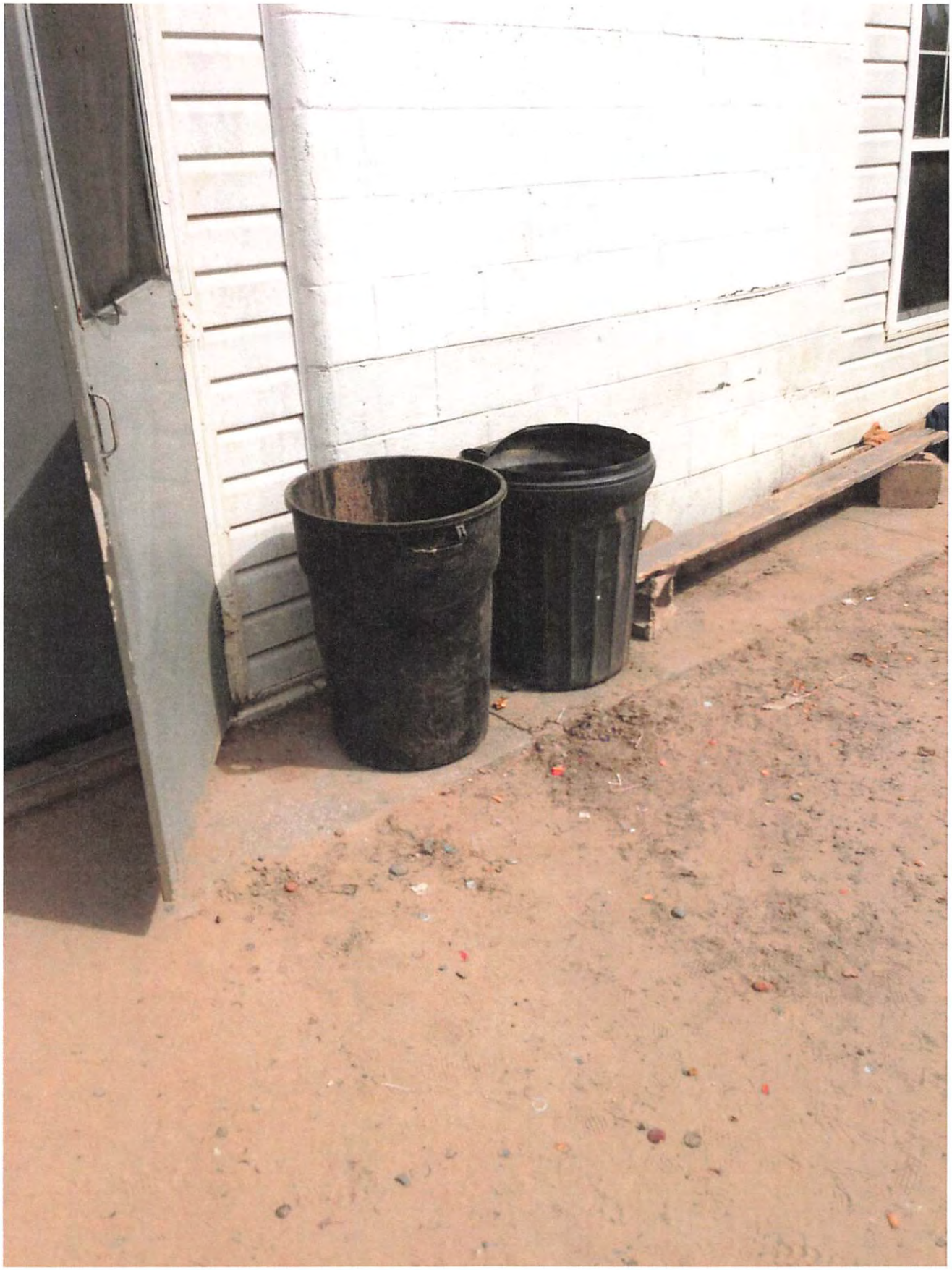




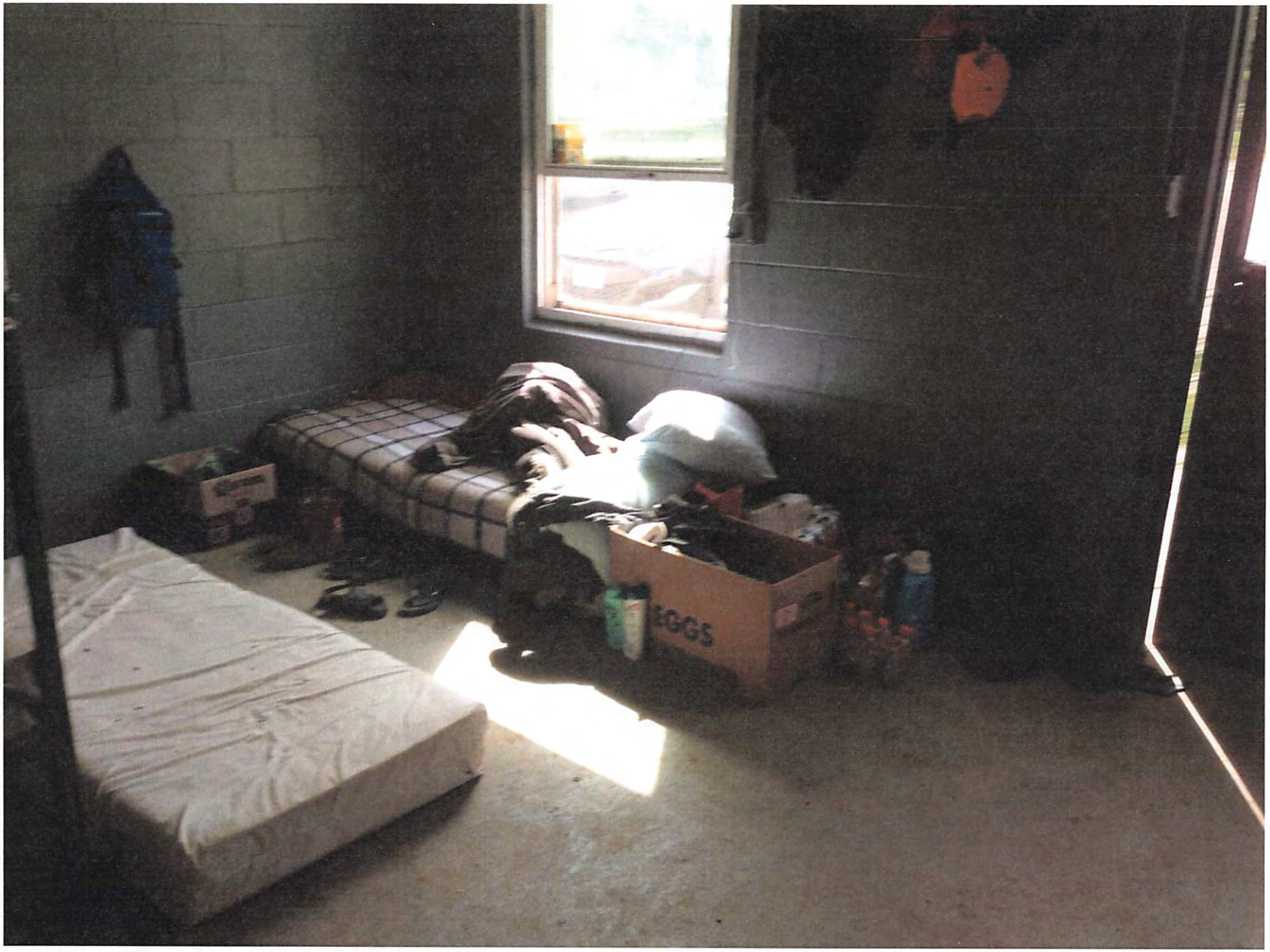
DOL01828
PX 28 Page 1053



DOL01820
PX 28 Page 1054



DOL01829
PX 28 Page 1055


EGGS


EMERGENCY DOOR
205
New Jersey
XAJ•Z35
COMMERCIAL



DOL01876

PX 29 Page 1058



DOL01877

PX 29 Page 1059



DOL01878



DOL01908



DOL01909

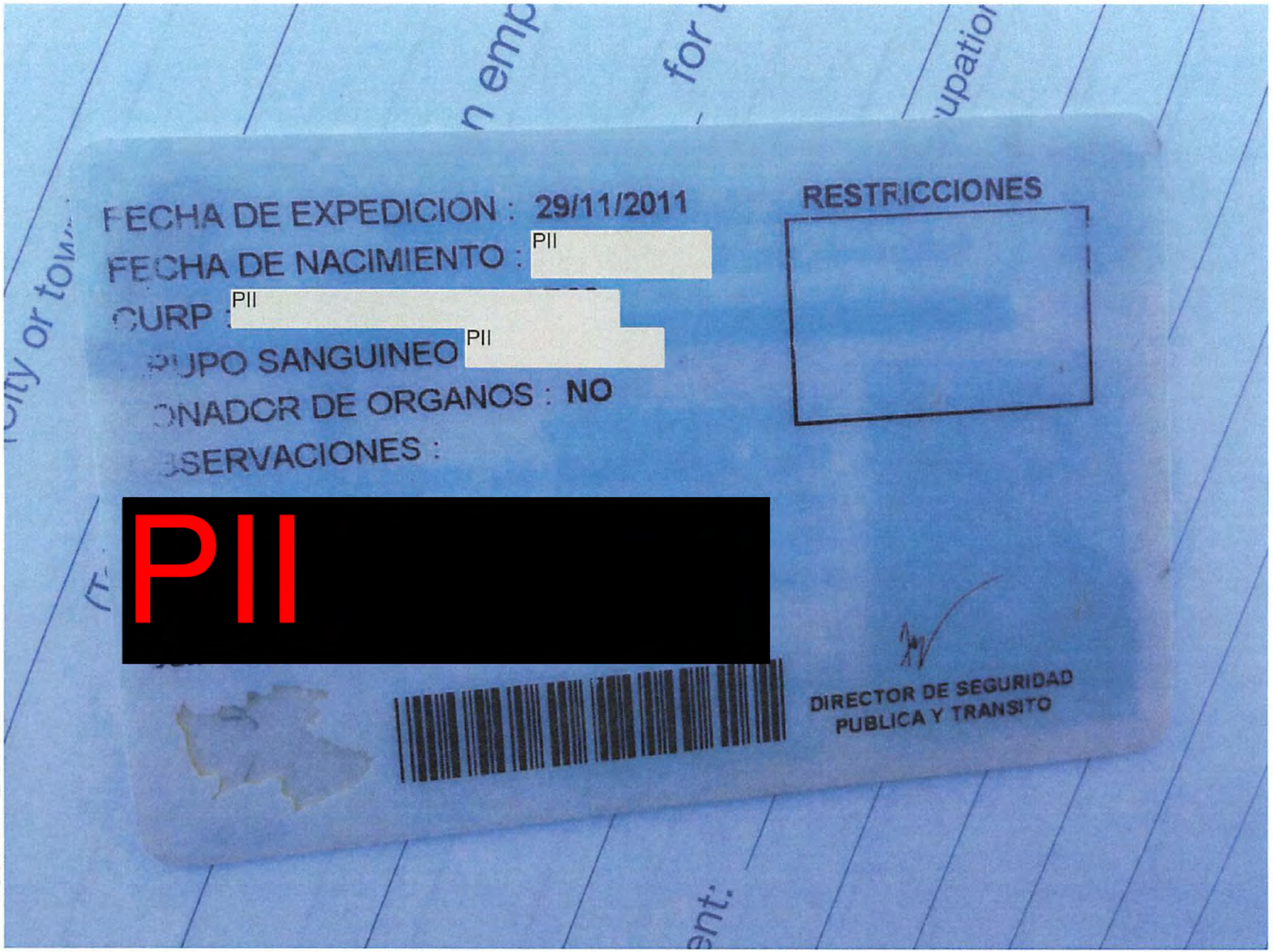


DOL01910

PX 29 Page 1063

Estados Unidos Mexicanos
Gobierno del Estado de Michoacán
MICHOACÁN TRABAJA
LICENCIA DE CONDUCIR
PII
FREDIBERTO
VILLASEÑOR HERNANDEZ
PII
EXPIRA 29/11/2014
PII
2008-2012
SERVICIO PUBLICO
FIRMA DEL INTERESADO
Fredberto V.H

DOL01920


FECHA DE EXPEDICION : 29/11/2011
FECHA DE NACIMIENTO : PII
CURP : PII
PUPO SANGUINEO PII
ONADOR DE ORGANOS : NO
SERVACIONES :
RESTRICCIONES
PII
DIRECTOR DE SEGURIDAD
PUBLICA Y TRANSITO


VILLASEÑOR
CURP
PII
PII
PII
PII
Vigente desde 20/01/2012 hasta 20/01/2017
Antigüedad
CATEGORIA

DOL01922


Licencia Federal
de Conductor
Vivir Mejor
GOBIERNO FEDERAL
SCT
SAUL
SANCHEZ
VILLASEÑOR
CURP
PII
PII
PII
PII

DOL01923


No. MED. PREVENTIVA:
PII
LENTES
DIABETES
PII
HIPERTENSION
042001125
OBSERVACIONES
F) PASAJE, PUERTOS Y AEROPUERTOS:
VALIDA SOLO PARA CIRCULAR EN LA
REPÚBLICA MEXICANA
Esta Licencia deberá renovarse a partir del 21/12/2016
C.I. Morelia
20/01/2012
13:07:53
PII
Ing. Miguel H. Elizalde Lizarraga
Director General del Autotransporte Federal
FOLIO
00000009
Consulte la vigencia de la licencia en la siguiente dirección:
http://licencias.sct.gob.mx/dgaf


No. MED. PREVENTIVA:
PII
LENTES
DIABETES
PII
HIPERTENSION
042001125
OBSERVACIONES:
F) PASAJE, PUERTOS Y AEROPUERTOS;.
VALIDA SOLO PARA CIRCULAR EN LA REPUBLICA MEXICANA.
Esta Licencia deberá renovarse a partir del 21/12/2016
PII
Ing. Miguel H. Elizalde Lizarraga
Director General del Autotransporte Federal
FOLIO
00000009
Consulte la vigencia de la licencia en la siguiente dirección:
http://licencias.sct.gob.mx/dgaf


Estados Unidos Mexicanos
Gobierno del Estado de Michoacán
LICENCIA DE CONDUCIR
Michoacán
2012 - 2015
Compromiso de todos
2012 - 2015
PII
JOSE MANUEL VILLASEÑOR VARGAS
PII
SERVICIO PÚBLICO ESTATAL
EXPIRA: 04/09/2016
FIRMA DEL INTERESADO


Estados Unidos Mexicanos
Gobierno del Estado de Michoacán
LICENCIA DE CONDUCIR
2012 - 2015
Michoacán
2012 - 2015
Compromiso de todos
PII
JOSE MANUEL VILLASEÑOR VARGAS
PII
SERVICIO PÚBLICO ESTATAL
EXPIRA: 04/09/2016
FIRMA DEL INTERESADO

DOL01927


FECHA DE EXPEDICIÓN: 04/09/2013
FECHA DE NACIMIENTO: PII
CURP: PII
GRUPO SANGUÍNEO: PII
DONADOR DE ÓRGANOS: SI
OBSERVACIONES:
PII
PII
RESTRICCIONES
NINGUNA
Michoacán
2012 - 2015
Compromiso de todos
COMISARIO PEDRO GOMEZ CELADA
DIRECTOR DE SEGURIDAD PÚBLICA Y TRÁNSITO
Tel. Seguro: 01 800 276 8537

DOL01928

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent.	Case No.: 2017-TAE-00003 **Administrator's Exhibits**

Binder 9

PX 32 to 41



DOL01892

DOL01893

PX 32 Page 1076



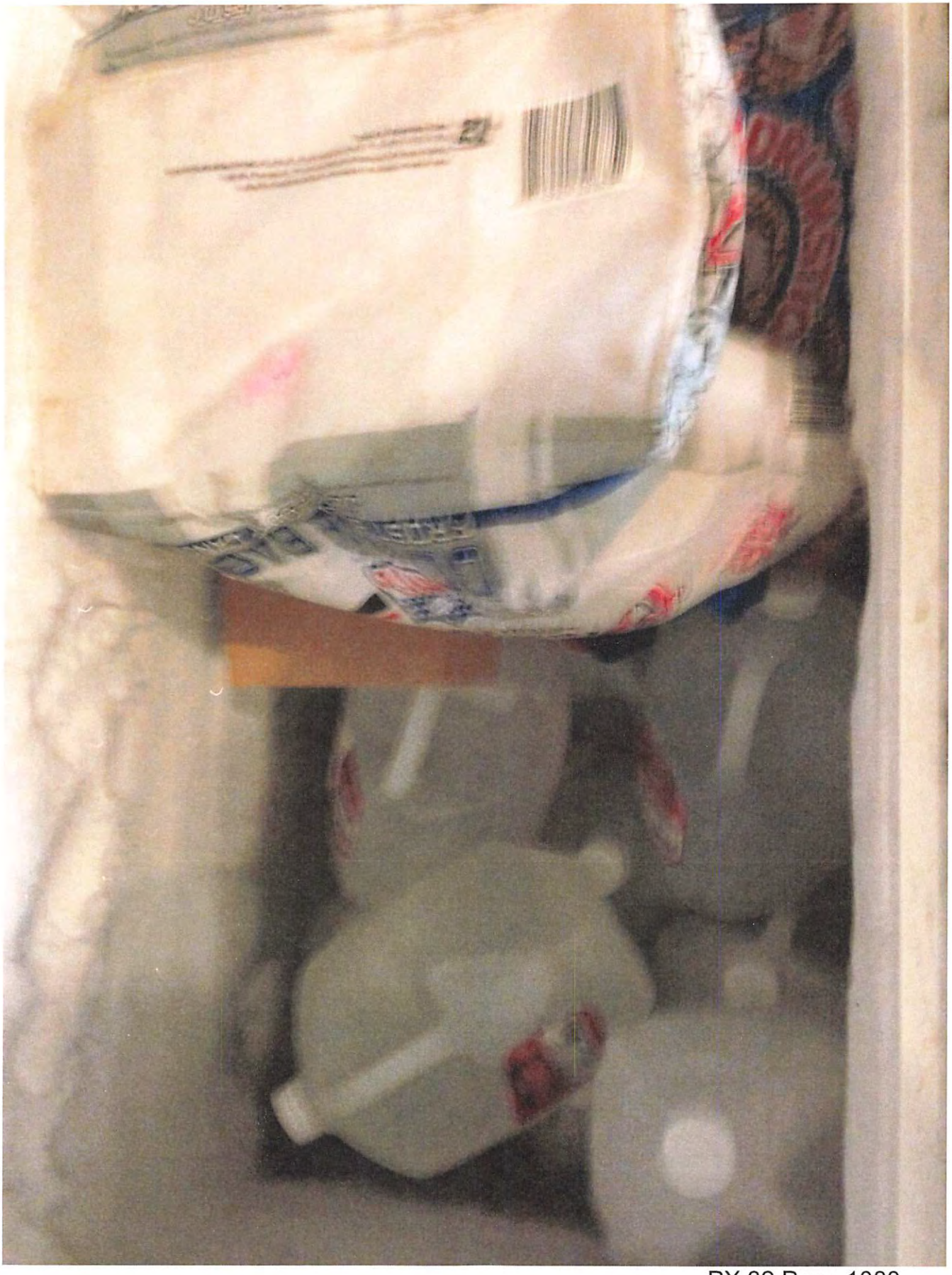
DOL01894



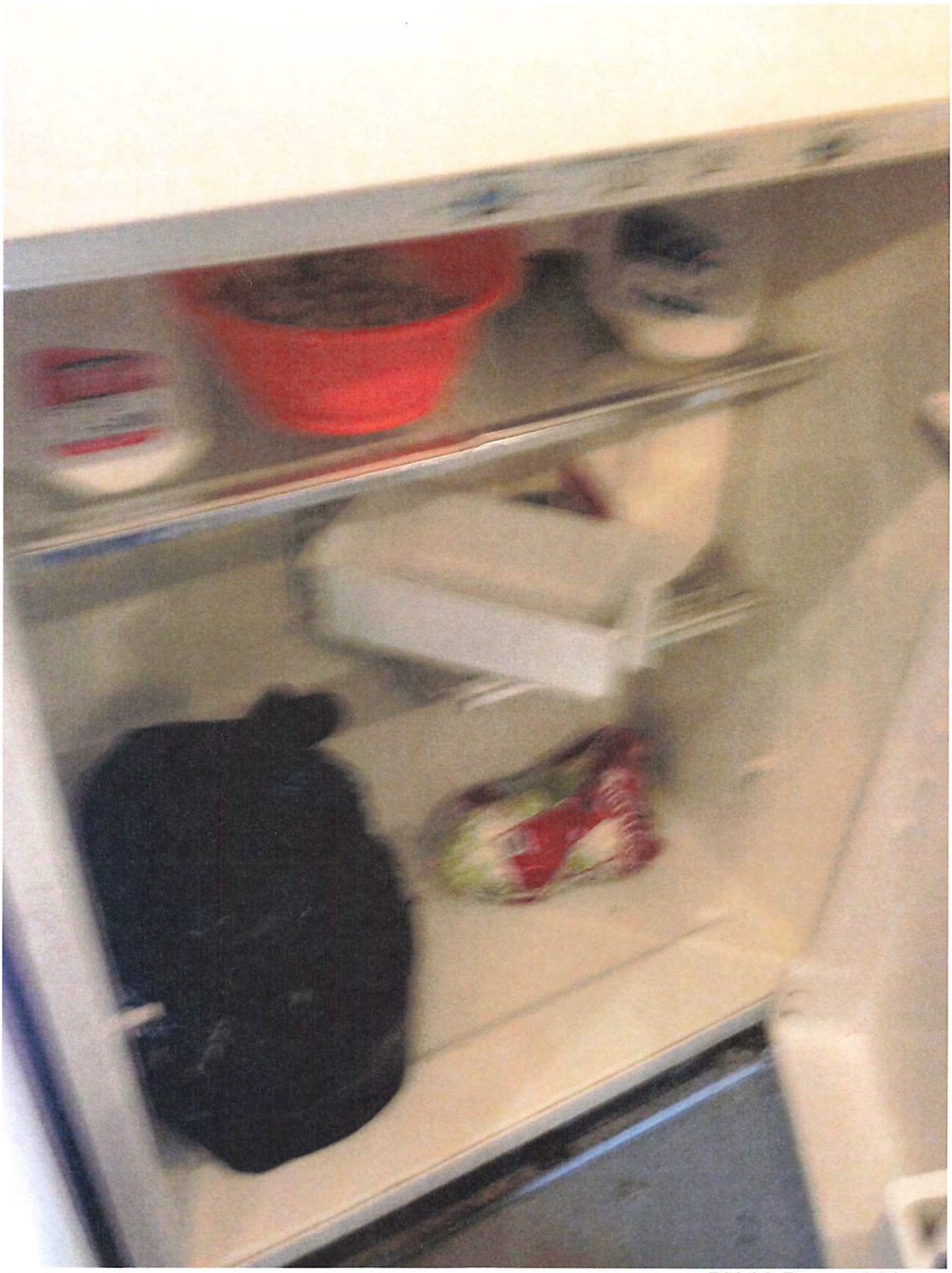
DOL01895



DOL01896



DOL01897



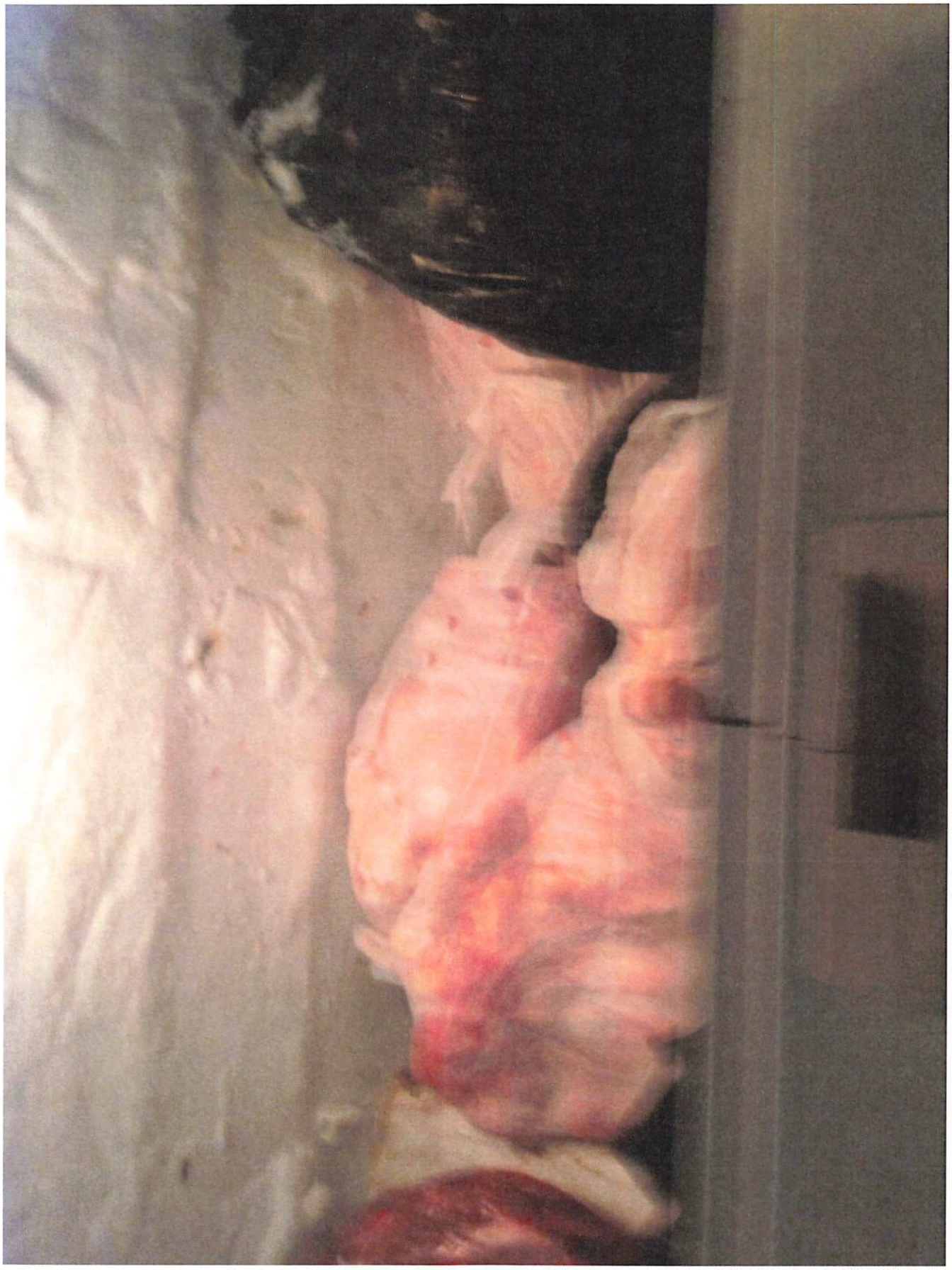
DOL01898



DOL01899



DOL01900



DOL01901





DOL01803

DOL01805



DOL01889



DOL01890



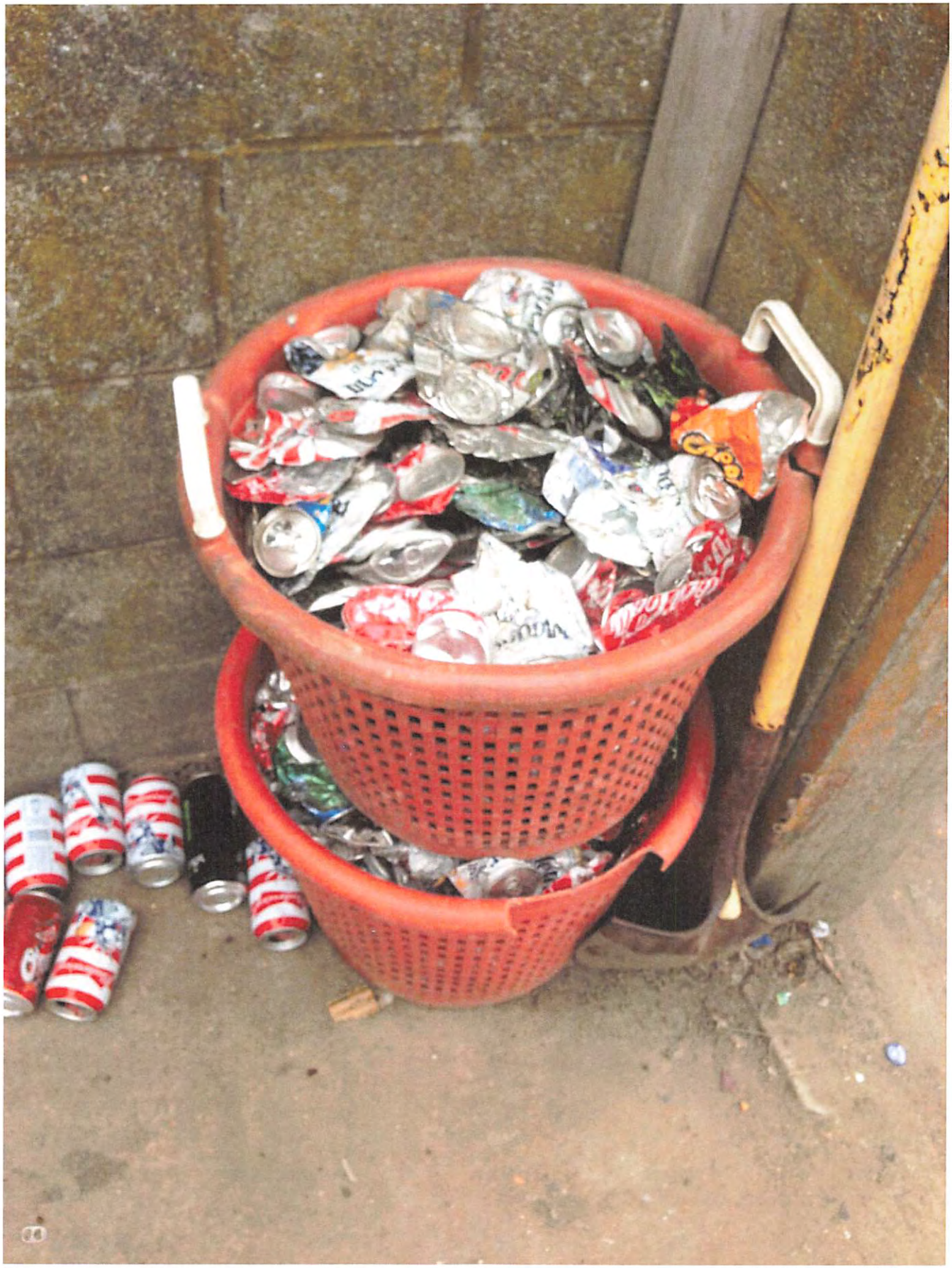
DOL01891



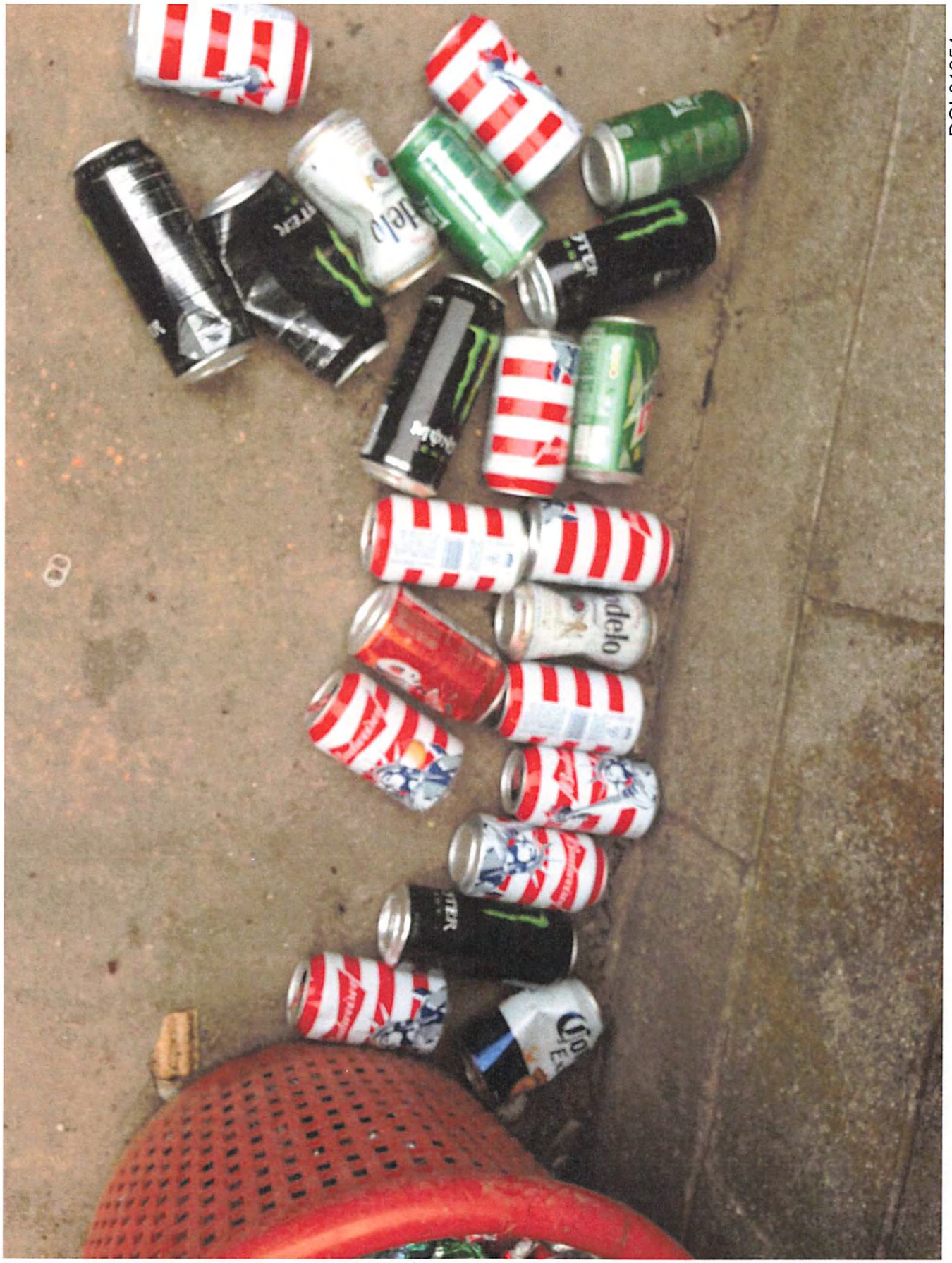
DOL01845



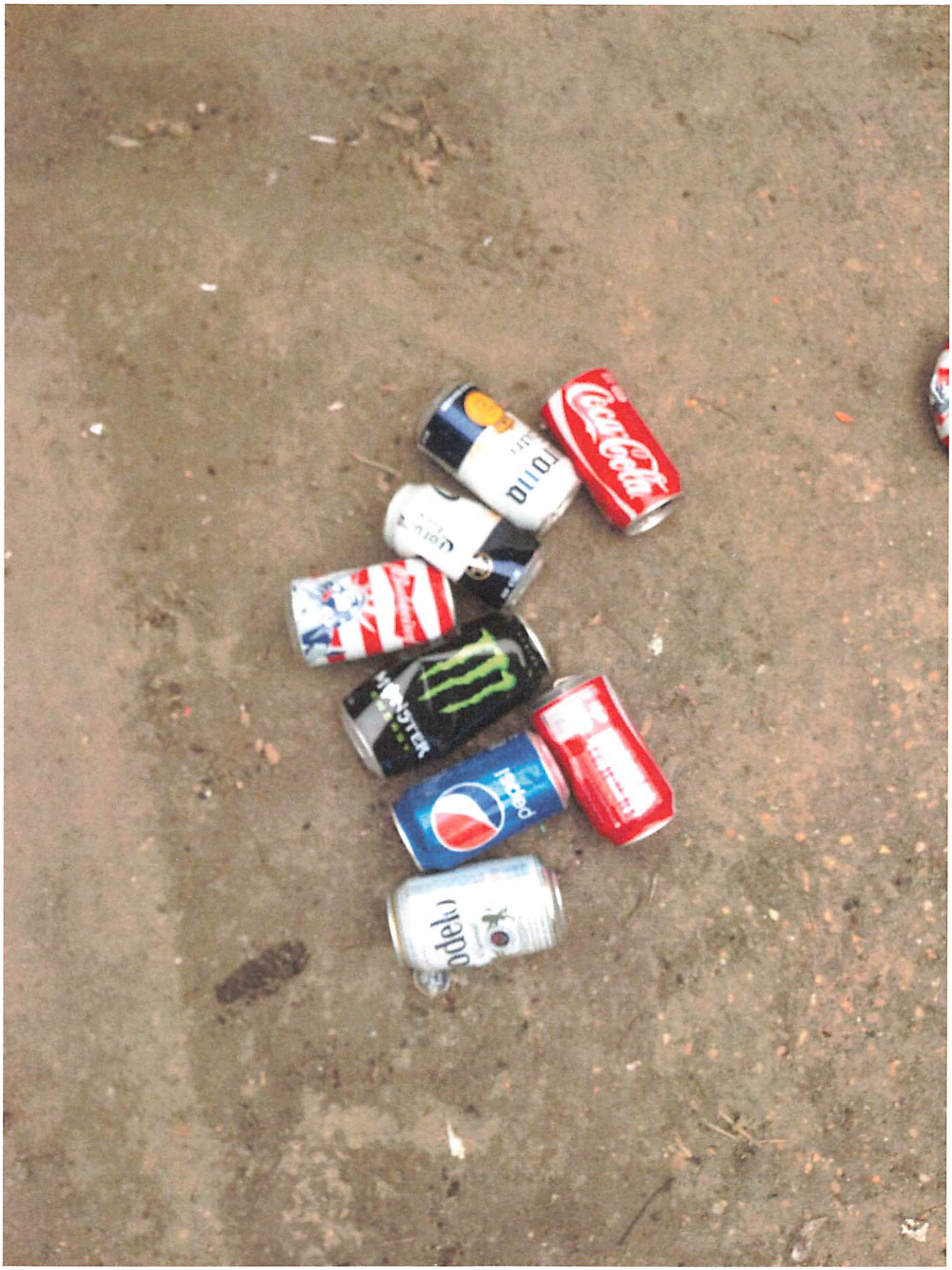
DOL01952



DOL01953



DOL01954

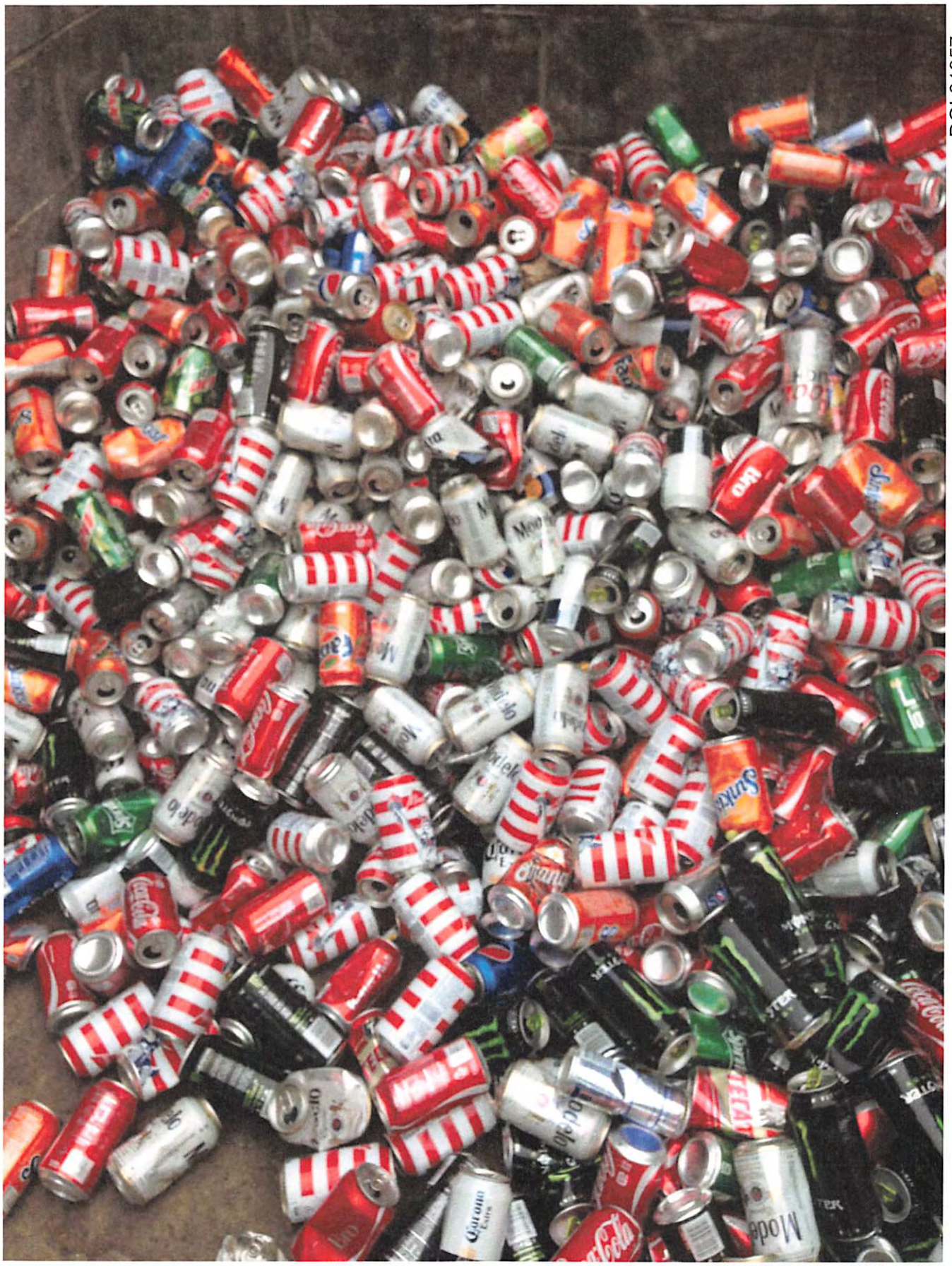


DOL01955

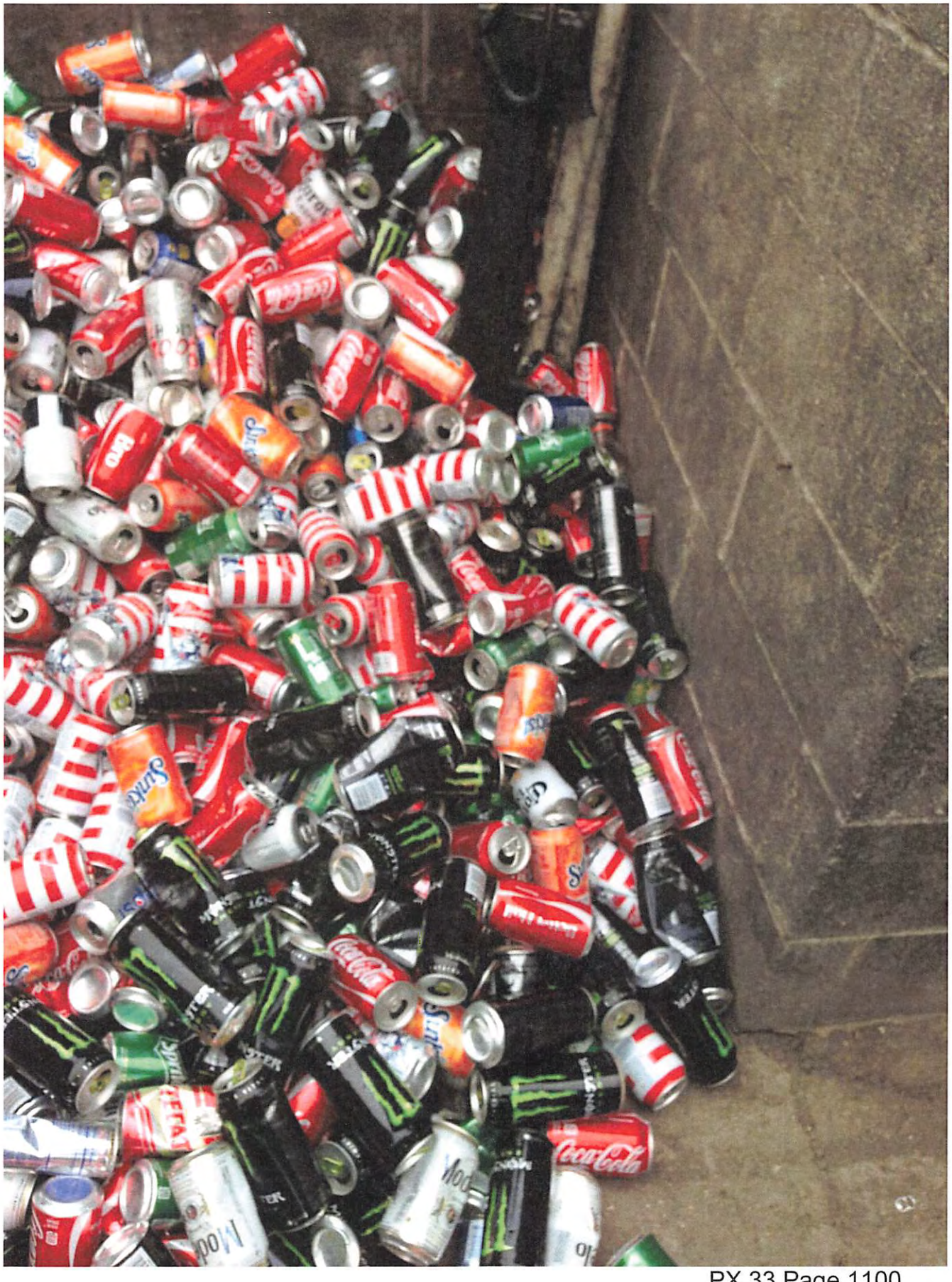


DOL01956

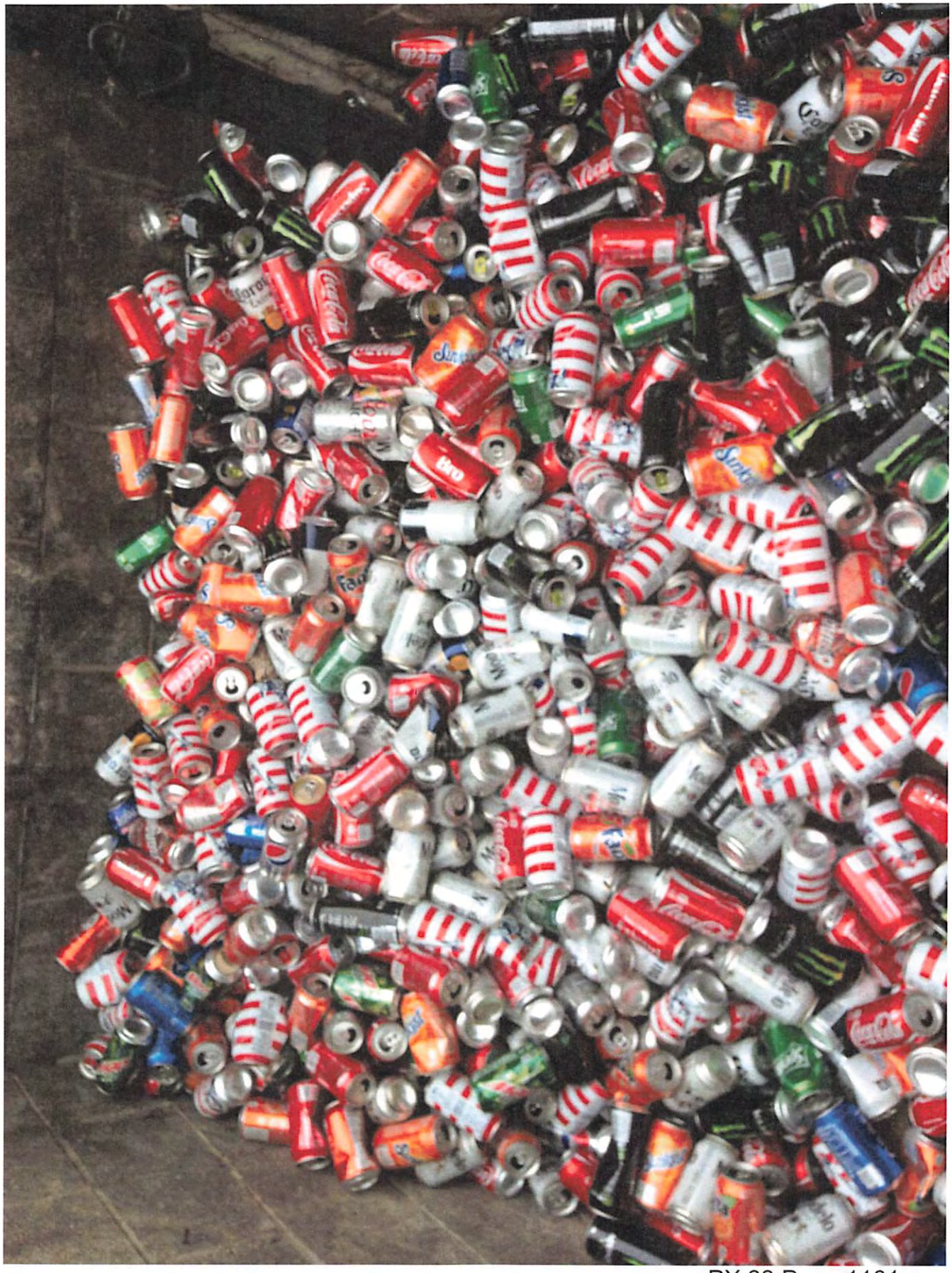
PX 33 Page 1098



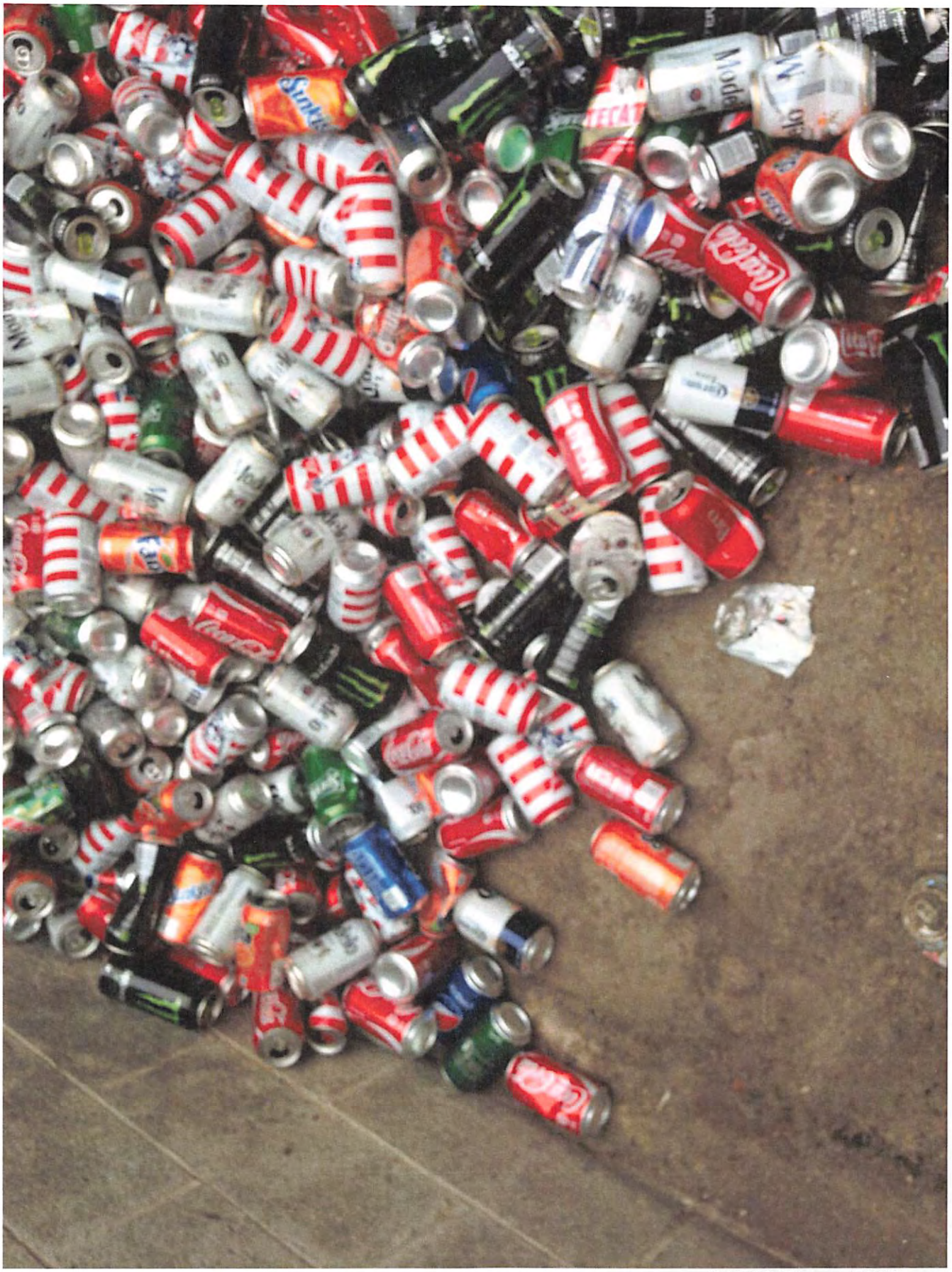
DOL01957



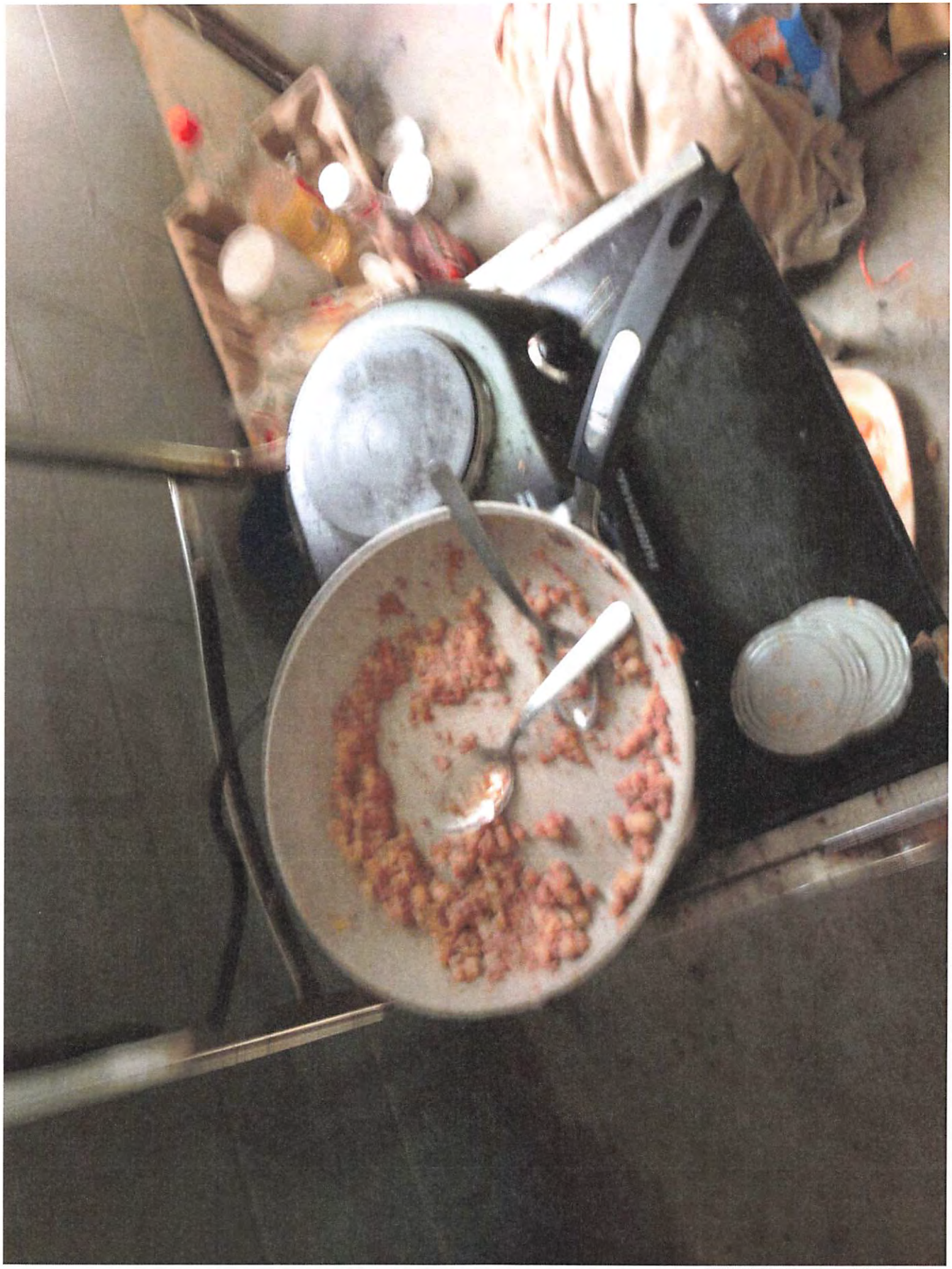
DOL01958



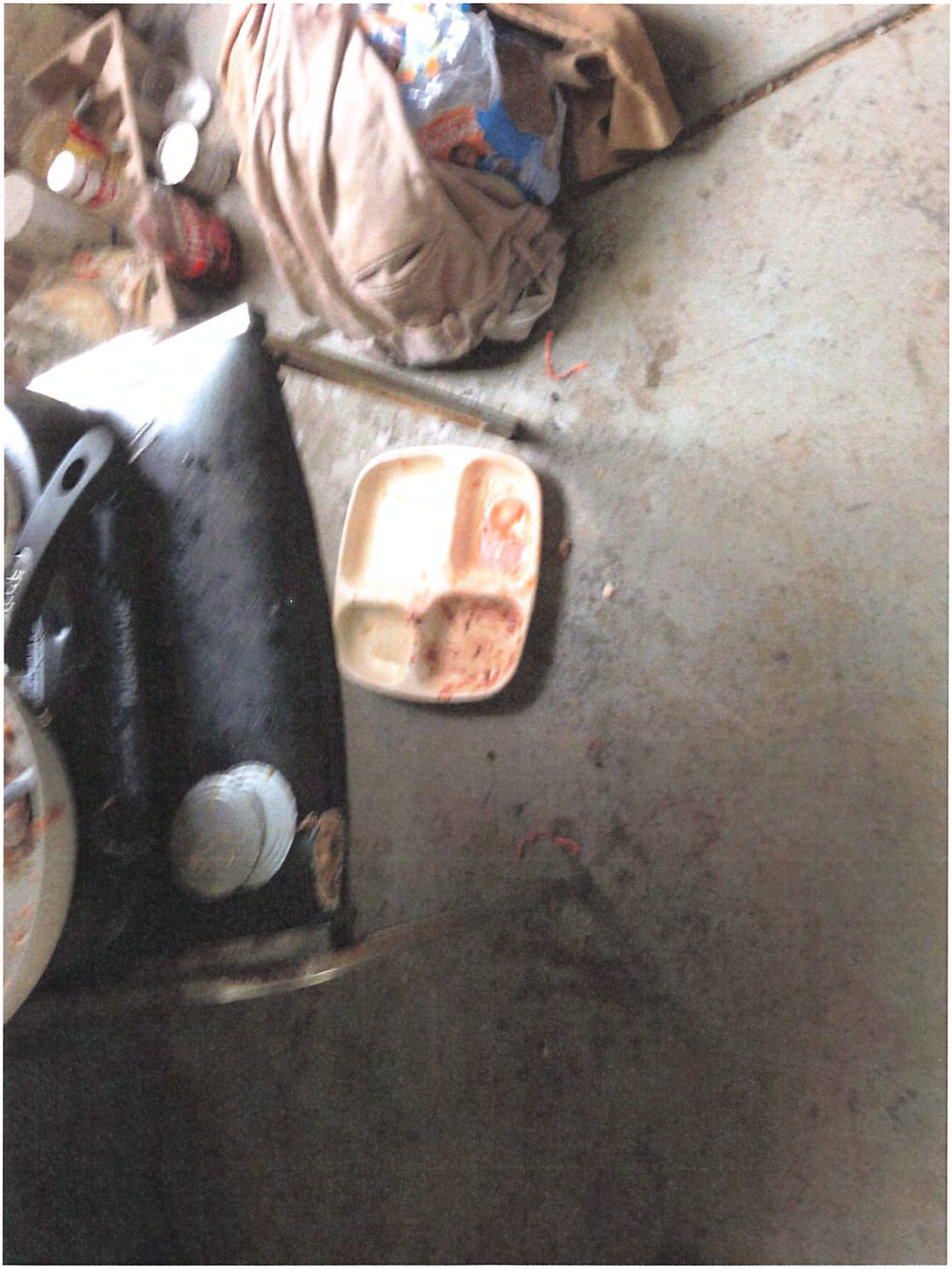
DOL01959



DOL01960



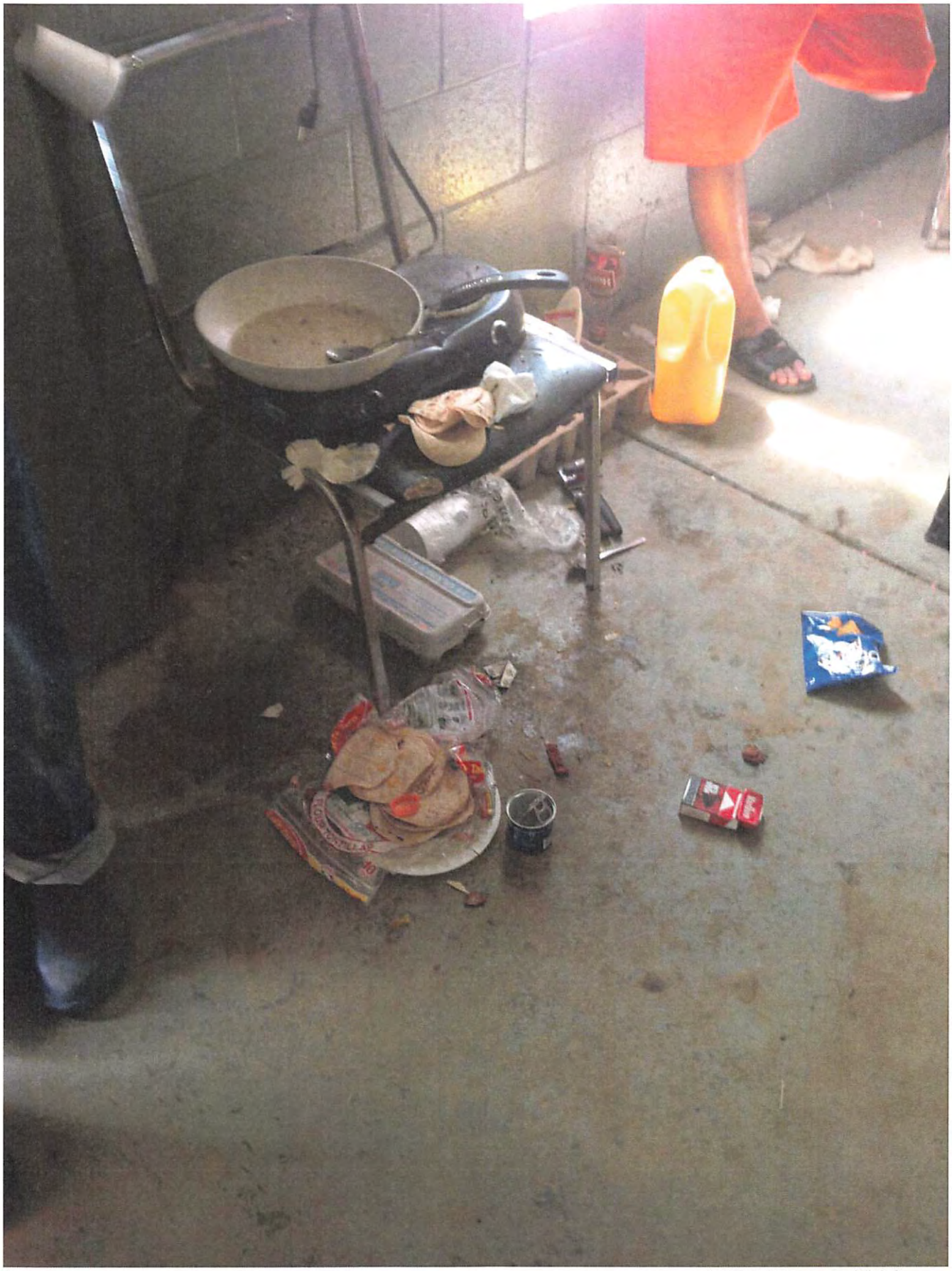
DOL01809



DOL01810



DOL01811



DOL01949

DOL01864



CLUB MANAGER AMBER MILLER
(856) 853 - 0219
04/16/15 14:14 4601 6670 007 2838

AGUSTIN HERNANDEZ

E	749734	CAR WHOLE	I	3.58 N
E	105832	BANANAS	I	1.98 N
E	61476	FRUIT TRAY	I	11.98 N
E	928648	ORANGES	I	10.98 N
E	134929	PARM CHEESEF		7.90 N
E	481320	MANGO SLICEF		7.97 N
E	449441	SEAFOODSALAF		10.98 N
E	613995	ZUCCHI BRD F		7.98 N
E	986264	LIMES	I	6.98 N
	72512	MM NAPKINS		9.98 N
E	63882	MOZZ SHRED F		10.73 N
E	568532	D&W BEEF FRF		16.27 N
E	241523	ICEBERGSALAF		1.98 N
E	702202	MANGO	I	6.98 N
E	23556	MARGARINE 5F		4.99 N
E	34655	MC CAYENNE F		4.88 N
E	821119	CAJUN SEASOF		7.78 N
E	716689	BLK PEPPER F		7.98 N
E	126238	WHOLEMILK F		2.81 N
E	41373	SOURCREAM 3F		4.64 N
E	105832	BANANAS	I	1.98 N
E	126238	WHOLEMILK F		2.81 N
E	835891	PINE GOLDENI		2.98 N
E	423279	AVOCADOS F		6.98 N
E	126238	WHOLEMILK F		2.81 N
E	126238	WHOLEMILK F		2.81 N
E	959780	CROISSANT F		5.24 N
E	126238	WHOLEMILK F		2.81 N
E	126238	WHOLEMILK F		2.81 N
E	126238	WHOLEMILK F		2.81 N
	121646	DAWN GALLON		11.28 T
E	762475	ORG CROUTONI		6.98 N
	121646	DAWN GALLON		11.28 T
E	499933	DCELBOWS F		6.48 N
E	499961	DCPENNRIGATF		6.48 N
	387370	FABULOSO		7.88 T
E	905997	LG A 7.5 DZF		11.76 N
	145453	FORMULA 409		12.48 T
E	95438	MZLA CRN OIF		8.48 N
E	95438	MZLA CRN OIF		8.48 N
	776803	BLEACH		9.47 T
E	604288	TRIFUNPK F		7.88 N
E	690301	RITZ 15 CT F		7.80 N
E	391528	FISTRSTRSL2F		8.98 N
E	539458	NVBBBISCUITF		7.98 N
E	362181	8PK EVAPMILF		8.79 N
E	717820	HVR DRESSINF		9.76 N
E	126238	WHOLEMILK F		2.81 N
E	363646	NESTLE WATEF		3.98 N
E	363646	NESTLE WATEF		3.98 N
E	68874	LACTAID 2% F		7.12 N
E	68874	LACTAID 2% F		7.12 N
E	68874	LACTAID 2% F		7.12 N
E INST SV		AVOCADOS		1.00-N

SUBTOTAL	366.76
TAX 1 7.000 %	3.67
TOTAL	370.43
SAMS MASTERCARD P CREDIT	370.43

ACCOUNT # **** **** **** 6580 S
APPROVAL # 001134
TERMINAL # 281035430
CHANGE DUE 0.00

Additional Savings This Trip:

Sam's Instant Savings: $1.00

* Excluded items not eligible for discount due to applicable law

Visit samsclub.com to see your savings

ITEMS SOLD 53

TC# 5184 6100 8190 0756 9680 8

ACME
You're in for something fresh.™

857 Route 45
PILESGROVE, NJ 08098
Phone # (856) 769-8000
Store Director -Chelsea Dempsey

Cashier:Carol S

04/18/15 07:38:40

PRODUCE
TOMATO ROMA 4087 7.74 F
3.11 lb @ 2.49 / lb
SUBTOTAL 7.74
TOTAL TAX .00
TOTAL 7.74
Cash TENDER 10.00
Cash CHANGE 2.26

NUMBER OF ITEMS 1

Trx:17 Oper:118 Term: 1 Store: 7920
04/18/15 07:38:51

SHOP ACME
PLAY MONOPOLY WIN BIG !!!

Pharmacy Phone # (856) 769-8655

****

ACME MONOPOLY 2015
Congratulations!

You have earned 1 B
lack Monopoly Tickets!
****

****
Your Opinion Matters

We invite you to complete our
CUSTOMER SATISFACTION SURVEY
Enter for a chance to be a
weekly winner of a
$100 gift card!

Go to:www.acmemarketssurvey.com
****
Participe para una oportunidad
de ganar una tarjeta
semanal de regalo de $100!
Ir a:www.acmessurvey.com

****
www.acmemarkets.com

Customer Questions or Party Tray Orders
1-877-932-7948

www.acmemarkets.com

Customer Questions
or Party Tray Orders
1-877-932-7948

385711

Receiving Record

RECEIVED FROM La Freskimeat market

ADDRESS Agustin

P.P. NO. OR RETURNED GOODS NO. | FREIGHT BILL NO. 04-18-16

VIA | PREPAID | COLLECT | DATE

	QUANTITY	ITEM NO.	DESCRIPTION		
1	30 lbs		B. steak	$4.29	$128.70
2	4	leg	1/4	$25.00	$100.00
3	20.50		Beef cubes	$4.29	$87.94
4	22.53		pork cubes	$2.99	$61.28
5	27.42		pork ribs	$2.29	$62.79
6	20.52		beef ribs	$4.29	$88.03
7	15.84		grand beef	$2.99	$47.36
8	100 p.		bread	$.70	$70.00
9	1		Caja de Papa		~~$18.00~~
10	1		bulto de Cebolla		$24.00
11	100 pcs		de Pan		$70.00
12					
13			Pagado		
14					~~$646.20~~
15					

REMARKS: CONDITION, ETC.

04/18/16

~~Total 758.00~~
+ 621.00
1,380.00

NO. OF PKGS.	WEIGHT	RECEIVED BY	CHECKED BY	DELIVERED BY

A-5089
T-40259-40260

BE SURE TO MAKE THIS RECORD ACCURATE AND COMPLETE

01-11

Received From: La Fiesta meat market

ADDRESS

Augustin

PP NO OR RETURNED GOODS NO.

FREIGHT BILL NO.

04-18-18

VIA

PREPAID COLLECT DATE

	QUAN.	DESCRIPTION			
1	30lb	B. steak	4.29	128	70
2	4	Leg 1/4	25.00	100	00
3	20.50	Beef cubes	4.29	87	94
4	22.53	Pork cubes	2.99	61	28
5	27.42	Pork ribs	2.29	62	79
6	20.52	Beef ribs	4.29	88	02
7	15.84	Ground beef	2.99	47	36
8	100pcs	Bread	.70	70	00
9	1	Caja de papa		18	00
10	1	Bulto de cebolla		24	00
11	100pcs	De Pan		70	00
12					

Remarks: Condition, Etc. Pagado

Total 758.20
+ 621.00
1,380.00

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

072201

CUSTOMER'S ORDER NO.	DATE 5-2-15
NAME A Gustin	
ADDRESS	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	5	30pk	27	135.00
2	1	Plum	20	20.00
3	100	pan	$60	60.00
4	50	PK	$70	35.00
5	3	ajax	1.50	4.50
6	1	mayonesa	4.99	4.99
7	10	chile arbol	15	90
8	2	Silandro	1.	3.00
9	3	Charras	2.00	6.00
10				
11		Total $	353.99	
12				

RECEIVED BY
Omar Pinon

A-4705
T-46526

KEEP THIS SLIP FOR REFERENCE

01-11

DOL01257

PX 36 Page 1117

AR - 3778

CUSTOMER'S ORDER NO.

DATE 5-2-15

NAME
Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	5	30pk	27	13	135.00
2	1	Plom	20	6	20.00
3	100	Pan	15	60 ¢	60.00
4	50	PK		70 ¢	35.00
5	3	ajax	9.00	1.50	4.50
6	1	mayonesa	3.75	4.99	4.99
7	10	Chile arbol		15	90
8	3	silandro		1	3.00
9	3	charras		2	6.00
10					
11					
12					
		Total		353.	99

RECEIVED BY Omar Pima

CLUB MANAGER AMBER MILLER
(856) 8[illegible] - 0219
05/01/15 20:28 [illegible] 6670 007 2873

AGUSTIN HERNANDEZ

****** Bottom of Basket Count 1 ******				
E	353646	NESTLE WATEF	3.98	N
****** Bottom of Basket Count 1 ******				
E	360954	MUSTARD F	4.88	N
E	41687	MAYO 1 GAL F	12.50	N
E	50634	NESQUIK CHOF	7.57	N
E	50634	NESQUIK CHOF	7.57	N
E	811667	LESUEUR PEAI	9.48	N
	299324	FOIL 2 PACK	13.98	T
E	811688	SWEET CORN F	6.38	N
	145453	FORMULA 409	12.48	T
	950170	9 OZ CUP	10.44	T
	121646	DAWN GALLON	11.28	T
E	103884	FLR TORTILLF	2.28	N
E	103884	FLR TORTILLF	2.28	
E	537670	25# SUGAR F	11.98	
	744832	SCOTCH-BRIT	13.38	
E	955756	SK REDBERRYF	7.60	N
E	102159	CROISSANTS F	5.98	N
	387370	FABULOSO	7.88	T
E	362181	8PK EVAPMILF	8.98	N
		6 @ 9.78		
E	714105	CHUNK LIGHTF	58.68	N
	145453	FORMULA 409	12.48	T
	415955	HFTY 20 BOW	7.98	T
E	362153	BANANAS I	1.49	N
E	105832	BANANAS I	1.98	N
E	423279	AVOCADOS F	6.98	N
E	423279	AVOCADOS F	6.[illegible]	N
E	134929	PARM CHEESEF	8[illegible]	N
E	749734	CAR WHOLE I	3.[illegible]	N
E	986264	LIMES I	6.98	N
E	19442	3LB CA LEMOI	4.98	N
E	928648	ORANGES I	10.98	N
E	835891	PINE GOLDENI	2.98	N
E	345724	LETTUCE 2CTI	2.38	N
E	241523	ICEBERGSALAF	1.98	N
E	241523	ICEBERGSALAF	1.98	N
E	570048	HONEYCRISP I	11.98	N
E	475967	GRAPEFRUIT I	5.98	N
	687988	ADVIL	17.48	N
E	181392	SALT 4 LB F	1.19	N
E	181392	SALT 4 LB F	1.19	N
	371327	PEPCID MAX	23.98	N
E	905997	LG A 7.5 DZF	11.76	N
		9 @ 2.81		
E	126238	WHOLEMILK F	25.29	N
		SUBTOTAL	400.25	
	TAX 1	7.000 %	6.29	
		TOTAL	406.54	
		CASH TEND	410.00	
		CHANGE DUE	3.46	

Visit samsclub.com to see your savings

ITEMS SOLD 56

TC# 8656 3569 1543 3682 6244 4

Please tell us about your shopping experience
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE $1,000 SAM'S CLUB SHOPPING CARDS.
Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary to enter or win. To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com
Sweepstakes period ends on the date shown in the official rules. Survey must be taken within TWO weeks of today.
Esta encuesta también se encuentra en español en la página de Internet.

DOLLAR GENERAL STORE #08717
1016 WEST AVE
WOODSTOWN, NJ 08098-0000
(856) 769 9258

RETURN OR EXCHANGE

JUANITAS MENUDO 070132002005-110	E	3.85-
JUANITAS MENUDO 070132002005-110	E	3.85-
JUANITAS MENUDO 070132002005-110	E	3.85-
JUANITAS MEX HOMINY 070132006034-110	E	1.50
JUANITAS MEX HOMINY 070132006034-110	E	1.50
JUANITAS MEX HOMINY 070132006034-110	E	1.50
JUANITAS MEX HOMINY 070132006034-110	E	1.50

AMT DUE TO CUSTOMER $5.55
CASH $5.55-

CUSTOMER COPY

ITEMS 7
2015-05-03 09:00 [illegible] 08717 03 6248

8996261572748394142109159194199197142111 21

----------CUT HERE----------
We value your opinion!
Be the next $1,000 Winner!
3 winners per month
Complete a survey about today's visit
Call 1.866.214.5750
Or visit www.dollargeneralsurvey.com

0866 717 3032 254

Para completar un estudio
De esta tienda en Español y entrar
En unos sorteos para ganar $1,000
Por favor llame 1 866.214.5750
Visita www.dollargeneralsurvey.com
To report survey technical difficulties
Please call 1.800 382 4748 for help

Save Time. Save Money.
Every Day!
at Dollar General

335807

MER'S ORDER NO.	DEPARTMENT	DATE
		9/9/15

SS Agostin Farm.

ATE, ZIP La Fiesta meat market

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

TITY	DESCRIPTION	PRICE	AMOUNT	
2	b. steak.	4.29	300	50
5	b. cubes	4.29	321	75
2	p. cubes	2.99	209	30
5	b. ribs	4.29	321	75
5	p. ribs	2.29	148	85
8	p. chops	2.29	155	32
0	g. beef	2.99	179	.46
	leg 1/4.	25.00	175	00
5	cow feet	1.50	45	00
0	beef tripe.	1.99	99	50
0	50 bread	0.70	105	00
2	Plum tomato	$59		
1	tomatillo	26		
3	Cilantro	6		
			2,061	07
	Paid total		$2,152	00

BY

KEEP THIS SLIP FOR REFERENCE

01-11

385718

Receiving Record

RECEIVED FROM	Laurel food Market		
ADDRESS	120 N. Laurel St. E		
P.P. NO. OR RETURNED GOODS NO.		FREIGHT BILL NO.	(856 8997353)
VIA	Agustin	PREPAID	COLLECT	DATE 05/07/15

	QUANTITY	ITEM NO.	DESCRIPTION	
1	1		Tomatillo	
2	1		Jitomate	
3	3	18.00	Jumex	54.00
4	2	11.00	Squore	22.00
5	1lb		Cacahuato Pelado	15.40
6	3	1.00	Cilatro	3.00
7	6	3.69	Naranja Agria	22.14
8	1	18.00	Rompope	18.00
9	4	4.49	Goya Pozole	17.96
10	1	89¢	Cebolla bda	89¢
11	1lb		Cueritos	5.49
12	5	21.00	Caja de Suero	$105.00
13	3	18.00	Jumex	$54.00
14			22.14	
15			18	

REMARKS: CONDITION, ETC.

17.96
5.49
Total $63.59

Paid

total $259.99

total $314.00

NO. OF PKGS.	WEIGHT	RECEIVED BY	CHECKED BY	DELIVERED BY

A-5080 T-46253-40230

BE SURE TO MAKE THIS RECORD ACCURATE AND COMPLETE

01-11

DOL01266

CUSTOMER'S ORDER NO. DATE 4-5-15

NAME
Agustin Farm.

ADDRESS

CITY, STATE, ZIP
La Fiesta meat market

SOLD BY	CA	C.O.D.	ON ACCT.	MDSE RETD.	PAID OUT
					22.50
9	Pas		2.50		

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	70	b. steak	4.29	300	30
2	75	B. cubes	4.29	321	75
3	70	p. cubes	2.99	209	30
4	75	b. ribs	4.29	321	75
5	65	p. ribs	2.29	148	85
6	68	p. chops	2.29	155	72
7	60	g. beef	2.99	179	40
8	7	Leg 1/4	25.00	175	00
9	30	Cow feet	1.50	45	00
10	50	Beef tripe	1.99	99	50
11	Cut off	Plum tomato	.70	105	00
12	Cut off	Tomatillo	59		
13	Cut off	cilantro	26		
14			6		

RECEIVED BY
Total 2,157.00

DOL01266

PX 36 Page 1119T (1 of 2)

Received From: Laurel Food Market

ADDRESS

120 North Laurel Street

PP NO OR RETURNED GOODS NO.

FREIGHT BILL NO.
856-899-7353

VIA
Agustin

PREPAID COLLECT DATE
05/07/15

	QUAN.	ITEM NO.	DESCRIPTION	
1	3	18.00	Jumex	54.00
2	2	11.00	Square	22.00
3	1lb		Cacahoata Relado	15.40
4	6	3.69	Naranja Agrid	22.14
5	1	18.00	Rompope	18.00
6	4	4.49	Goya Fozole	17.96
7	1lb		Cueritos	5.49
8	5	21.00	Caja de Suero	105.00
9	3	18.00	Jumex	54.00
10			22.14	
11			18	
12			17.96	
			5.49	
			63.59	

Remarks: Condition, Etc.

Total $314.00



CLUB MANAGER AMBER MILLER
(856) 853 - 0219
05/09/15 10:30 2846 6670 011 2872

AGUSTIN HERNANDEZ

****** Bottom of Basket Count 4 ******				
E	537670	25# SUGAR F	11.98	N
	163859	LYSOL	7.87	T
E	68874	LACTAID 2% F	7.12	N
	776803	BLEACH	9.47	T
****** Bottom of Basket Count 4 ******				
E	749972	STRAWBERRY I	4.98	N
E	749972	STRAWBERRY I	4.98	N
E	749972	STRAWBERRY I	4.98	N
E	700180	WATEREM CHUI	7.97	N
E	986264	LIMES I	6.98	N
E	19442	3LB CA LEMOI	4.98	N
E	423279	AVOCADOS F	6.98	N
E	362153	BANANAS I	1.49	N
E	362153	BANANAS I	1.49	N
E	928648	ORANGES I	10.98	N
E	568532	D&W BEEF FRF	16.27	N
E	901973	SALAD I	2.97	N
E	811667	LESUEUR PEAI	9.48	N
E	50634	NESQUIK CHOF	7.57	N
E	50634	NESQUIK CHOF	7.57	N
E	749734	CAR WHOLE I	3.58	N
E	41687	MAYO 1 GAL F	12.50	N
E	103884	FLR TORTILLF	2.28	N
E	380679	HOT DOG BUNF	2.39	N
E	63882	MOZZ SHRED F	11.32	N
E	468343	DANIMALS 36F	9.98	N
E	172630	HN BEEF FRAF	9.56	N
E	702202	MANGO I	6.98	N
E	593834	BREAD F	4.48	N
E	959780	CROISSANT F	5.24	N
E	832593	GOGURT 32CTF	7.88	N
E	423279	AVOCADOS F	6.98	N
E	281710	HNZ KETCHUPF	7.78	N
E	608094	GALA I	6.98	N
E	467019	BREAD CRUMBF	5.28	N
E	134929	PARM CHEESEF	8.09	N
E	95438	MZLA CRN OIF	8.48	N
E	95438	MZLA CRN OIF	8.48	N
E	467019	BREAD CRUMBF	5.28	N
E	905997	LG A 7.5 DZF	11.76	N
E	181392	SALT 4 LB F	1.19	N
E	181392	SALT 4 LB F	1.19	N
E	201472	YOPLAIT 18CF	6.98	N
E	881877	40CTMAPLEOAF	7.98	N
E	378141	DCPANCAK10LF	7.98	N
E	811688	SWEET CORN F	6.38	N
E	2724	PHILLY 3# LF	6.68	N
E	126238	WHOLEMILK F	2.78	N

Total: $ 412.36
CASH TEND $ 450.00
CHANGE DUE: $37.64

Welcome to Wawa #8308
Phone:856-256-7641
631 Mullica Hill Road
Mullica Hill,NJ 08062
5/9/2015 11:15:58 AM Trx #33
Register #21 Cashier White

Total: $39.01

Qty

Fuel Sale
Pump #:1 Unleaded
15.547 Gallons @ $2.509/Gal $39.01
Sub-Total: $39.01
Tax:
Total: $39.01

Cash $50
Change $10.99

****
ENTER TO WIN A $250 Wawa Gift C
Go to www.MyWawaVisit.com
Take our survey for a chance to
drawing for a $250 Wawa Gift C
Disponible en Espanol

Survey Code: 3356918
Store Number:08308

Please respond within 5 days
NO PURCHASE NECESSARY
See Rules at MyWawaVisit.com
****



CLUB MANAGER AMBER MILLER
(856) 853 - 0219
14/15 14:39 3764 6670 011 2859

AUSTIN HERNANDEZ

E	353646	NESTLE WATEF	3.98	N
	776803	BLEACH	9.47	T
E	353646	NESTLE WATEF	3.98	N
E	825741	GRAPF	4.48	T
	387300		7.88	T
	309224	TES	10.98	T
	299524	PACK	13.98	T
	508875	GLOVE	9.76	T
	719197	RY PAN	28.48	T
	309224	PLATES	10.98	T
E	2786	282 CRNBRY	4.48	T
	109622	COMET 2X	6.78	T
E	179651	CHKN NOODLEF	9.26	N
	595530	SQZE BOTTLE	4.28	T
	595530	SQZE BOTTLE	4.28	T
E	826167	NUTELLA&GO F	11.98	N
E	537670	25# SUGAR F	11.98	N
E	63882	MOZZ SHRED F	11.48	N
E	568532	D&W BEEF FRF	16.27	N
E	50634	NESQUIK CHOF	7.57	N
E	2724	PHILLY 3# F	6.68	N
E	142186	SLICED	8.18	N
E	41373	SOUR	4.64	N
E	68874	LACTAID 2% F	7.12	N
	9780	CROISSANT F	5.24	N
	9734	CAR WHOLE I	3.58	N
L	15724	LETTUCE 2CTI	2.38	N
E	345724	LETTUCE 2CTI	2.38	N
E	475967	GRAPEFRUI I	5.98	N
E	739339	SW POTATO I	9.48	T
VL	739339	SW POTATO I	9.48	T
		**** VOID ****		
E	835891	PINE BF	7.98	N
	780735	ROAST	7.98	N
	10412	R I	3.68	T
L	1041	R I	3.68	N
E	1041	I	3.68	N
	10		11.98	N
	104		3.68	N
			3.28	N
			3.68	N
			3.68	N
E	103884	FLR TORTILLF	2.28	N
E	104122	FLR TORTILLF	3.68	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	126238	WHOLEMILK F	2.78	N
E	68874	LACTAID 2% F	7.12	N
E	68874	LACTAID 2% F	7.12	N
E	95438	MZLA CRN DIF	8.48	N
E	95438	MZLA CRN DIF	8.48	N
E	95438	MZLA CRN DIF	8.48	N
E	95438	MZLA CRN DIF	8.48	N

E	882278	TOM SAUCE	I	7.38	N
E	811667	LESUEUR PEAI		9.48	N
E	811688	SWEET CO	F	6.38	N
E	181392	SALT 4 LB	F	1.19	N
E	181392	SALT 4 LB	F	1.19	N
E	181392	SALT 4 LB	F	1.19	N
E	181392	SALT 4 LB	F	1.19	N
E	181392	SALT 4 LB	F	1.19	N
E	181392	SALT 4 LB	F	1.19	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	640886	FOLGERS	F	9.28	N
E	905997	LG A 7.5 DZ	F	11.76	N
E	928648	ORANGES	I	10.98	N
E	379016	SALMON	F	16.08	N
E	986264	LIMES	I	6.98	N
E	153767	MINIWTRMELO	I	3.97	N
E	51858	LADY ALICE	I	6.98	N
E	362153	BANANAS	I	1.49	N
E	362153	BANANAS	I	1.49	N
E	867552	CANTALOUPE	I	1.98	N
E	423279	AVOCADOS	F	5.98	N
E	423279	AVOCADOS	F	5.98	N
E	19442	3LB CA LEMO	I	4.98	N
E	749972	STRAWBERRY	I	4.98	N
E	749972	STRAWBERRY	I	4.98	N
E	702202	MANGO	I	6.98	N
	INST SV	FOIL 2 PACK		3.30-	N
		2 @ 2.30-			
	INST SV	FOAM PLATES		4.60-	N
		SUBTOTAL		605.44	
	TAX 1	7.000 %		8.11	
		TOTAL		613.55	
	SAMS MASTERCARD P	CREDIT		613.55	

ACCOUNT # **** **** **** 6580 S
APPROVAL # 001405
TERMINAL # 283242223

CHANGE DUE 0.00

Additional Savings This Trip:

Sam's Instant Savings: $7.90

* Excluded items not eligible for discount due to applicable law

Visit samsclub.com to see your savings

ITEMS SOLD 94

TC# 0448 7706 1767 9221 2706 0

Please tell us about your shopping experience
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECEIVE

672268

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302

CUSTOMER'S ORDER NO. 856-455-1896 DATE 5-16-15

NAME Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	5	30 pk	27	130
2	5	pk de oregano	1.25	6.25
3	7	de Arbol	15	105
4	1	Arroz		47
5	3	pk fideo	1.00	3
6	3	pk leutejas	1.25	3.75
7	5	pk de maseca	3.75	18.75
8	1	Plum		23
9	1	nescafe grande →		regalo
10	50	Dan	75	7750
11				
12				
		Paid		$374.25

RECEIVED BY

A-4705 T-46525

KEEP THIS SLIP FOR REFERENCE

01-11

M.C. MEXICAN PRODUCTS No. 1202
319 N. Pearl Street • Bridgeton, NJ 08302
(856) 558-4589

Sold To Agustin Hernandez Date 5/19/15
Contact
Phone

Quantity	Description	Unit Price	Total
50pq	Dan Mex	2.25	112.50
1bt	Arroz	60	60
1bt	Aceite	$ 30	30
1bt	frijol	85	85
1cs	tomate Rojo Plum	30	30
1cs	Chile Verde	1.50	25
1cs	mole moriy		54
20lb	Chile Guajillo	3	60
			396

CUSTOMER'S ORDER NO.

DATE 5-16-15

NAME

Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	5	30pk	27	13	0
2	5	Pk de oregano	1.25	6	25
3	7	De Arbol	15	10	5
4	1	Acroz		4	7
5	3	Pk fideo	9.00		3
6	3	Pk leutejas	3.75	3	75
7	5	Pk de maseca		18	75
8	1	Plum		2	3
9	1	Nescafe grande		Pen	Diet
10	50	Pan	75	77	50
11					
12					
		paid		374	25

RECEIVED BY

Sold to: Agustin Hernandez

DATE 5/19/15

NAME

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	ON ACCT.	MDSE RETD.	PAID OUT
9	Pasteles		2.50		22.50

	QUAN.	DESCRIPTION	UNIT PRICE	TOTAL	
	50pg	Pan Mex	2.25	112	00
	1bt	Aroz	60	60	00
	1bt	Aseite	30	30	
	1bt	Frijol	85	85	
	115	Tomate Roso Plum	30	30	
	115	Chile verde	1.50	25	
	115	Mole Muriu	3	54	
	20lb	Chile Guasillo		60	
					396

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

CUSTOMER'S ORDER NO.

DATE 6-02-15

NAME Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	60	panes 6.00		36.00
2	8	bolsas pan 2.00		18.00
3	5	bolsa silantro 5.00		5.00
4				
5				
6				
7				
8				
9				
10				
11		total		57.00
12				

RECEIVED BY Fredibeito V.H.

A-4705 T-46528

KEEP THIS SLIP FOR REFERENCE

551052

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

CUSTOMER'S ORDER NO.

DATE 5-30-15

NAME AGustin

ADDRESS

CITY, STATE, ZIP Paid

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
				cash		

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	7	30pk	27	18
2	6	guajillo	15	90
3	5	Pozoles	5.50	27.50
4	1	Tomatillo	30	30
5	2	Plum	20	40
6	1	caja lentejas 638.90	[illegible]	35
7	5	Silandros	1	5
8	1	Jala Peño	30	30
9	1	caja Ancho	4.35	108.75
10	9	libras de pasilla	4.35	39.15
11	6	libras de arbol	3.75	22.50
12	20	pasteles	2.75	55
	1	caja de fideo	24	24

RECEIVED BY

1 ~~nesoafaid~~ $693.90

A-4705 T-46528

KEEP THIS SLIP FOR REFERENCE

cahs

AR - 3790

PX 36 Page 1124

DOL01317

CUSTOMER'S ORDER NO.

DATE 6-02-15

NAME
Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION		PRICE	AMOUNT	
1	60	Panes	6.00		36	00
2	8	Bases pan	2.00		18	00
3	5	Bolsa silante	5.00		5	00
4						
5						
6						
7						
8						
9						
10						
11		Total			59	00
12						

RECEIVED BY Frediberto Ult

CUSTOMER'S ORDER NO.

DATE 5-30-15

NAME
Agustin

ADDRESS

CITY, STATE, ZIP

Paid cash

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	7	30pk	27	189	
2	6	Guasillo	15	90	
3	5	Pozoles	5.50	27	50
4	1	Tomatillo	30	30	
5	2	Plum	20	40	
6	1	Caja leutejas		35	
7	5	Silandros	1	5	
8	1	Jalapeno	30	30	
9	1	Casa ancho	4.35	108	75
10	9	Libras de pasilla	4.35	39	15
11	6	Libras de arbol	3.75	22	50
12	20	Pasteles	2.75	55	
	1	Casa de fideo	24	24	
				693.90	

RECEIVED BY

EL PAISANO INC
365 N PEARL ST
BRIDGETON NJ 08302
~~856-455-1606~~

CUSTOMER'S ORDER NO. | DATE 6-13-15

NAME A Castin

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	8	30 pk	27	216
2	1	Tomatillo		30
3	1	Plum		20
4	1	Frijol Pinto		85
5	1	Fideo		10
6	1	Lentejas		35
7	1	Sazon y Achote		4 00
8	9	~~Jalapeno~~ Arbol	15	135
9	200	De Pasteria	75	150
10	1	Jalapeno		30
11	1	morena Rajas		41
12		Pagado	$	756
				606

RECEIVED BY

A-4705
T-46528

KEEP THIS SLIP FOR REFERENCE

01-11

CUSTOMER'S ORDER NO.

DATE 6-13-15

NAME
Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	8	30pk	27	216	
2	1	Tomatillo		30	
3	1	Plum		20	
4	1	Frijol pinto		85	
5	1	Fideo		10	
6	1	Leutejas		35	
7	1	Sazon y achote		4	
8	7	Arbol	15 + 5	130	
9	1	Jalapeno		30	
10	1	Morena rajos		41	
11		pagado		$756	
12					

RECEIVED BY

606

CLUB MANAGER AMBER MILLER
(856) 853 - 0219
06/18/15 14:52 4652 6670 006 2059

AGUSTIN HERNANDEZ

```
****** Bottom of Basket Count 3 ******
    34549 BOUNTY                          19.98 N
E   122076 POLAND 20PKF                    6.98 N
E   537670 25# SUGAR   F                  11.98 N
****** Bottom of Basket Count 3 ******
    309224 FOAM PLATES                    10.98 T
    309224 FOAM PLATES                    10.98 T
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E       6056 BREAD          F              3.58 N
E   752699 SOUPSPOONS                      7.86 T
E   749972 STRAWBERRY I                    3.98 N
    121646 DAWN GALLON                    11.44 T
    500235 SR GLOVES                      10.98 N
    500875 VINYL GLOVE                     9.76 T
E   642832 HH APPLE         F              3.98 N
E   936386 OS CRANHANGF                    4.40 N
E   61476 FRUIT TRAY I                    11.98 N
E   61476 FRUIT TRAY I                    11.98 N
E   702202 MANGO            I              6.98
E   345724 LETTUCE ZCTI                    2.38
```

DOL01360



E	971230	HBO ALMOND F	6.[illegible]	
E	95438	MZLA CRN OIF	8.4[illegible]	
E	95438	MZLA CRN OIF	8.46	
E	95438	MZLA CRN OIF	8.48	N
E	95438	MZLA CRN OIF	8.48	N
E	499954	DCSPAGHETTIF	6.48	N
E	499954	DCSPAGHETTIF	6.48	N
		10 @ 1.19		
E	181392	SALT 4 LB F	11.90	N
		14 @ 2.81		
E	126238	WHOLEMILK F	39.34	N
E	882246	TOM SAUCE I	7.38	N
E	882246	TOM SAUCE I	7.38	N
E	882246	TOM SAUCE I	7.38	N
E	362181	8PK EVAPMILF	8.98	N
E	467019	BREAD CRUMBF	5.28	N
E	50634	NESQUIK CHOF	3.01	N
E	41373	SOURCREAM 3F	4.64	N
E	39006	GREEN BEANSI	3.40	N
E	714105	CHUNK LIGHTF	9.78	N
		SUBTOTAL	470.83	
		TAX 1 7.000 %	3.57	
		TOTAL	474.40	
		CASH TEND	475.00	
		CHANGE DUE	0.60	

Visit samsclub.com to see your savings

ITEMS SOLD 83

TC# 5143 8097 7052 2928 5775 7

Please tell us about your shopping experience
http://www.survey.samsclub.com
IN RETURN FOR YOUR TIME YOU COULD RECEIVE ONE OF FIVE $1,000 SAM'S CLUB SHOPPING CARDS
Must be 18 or older and a legal resident of the 50 US or DC to enter. No purchase necessary to enter or win. To enter without purchase and for official rules visit:
www.entry.survey.samsclub.com
Sweepstakes period ends on the date shown in th official rules. Survey must be taken within

DOL01361

GAS.

Sam's Club #6670
2000 Clements Bridge Rd
Deptford, NJ 08096

Pump# 01 Regular(1)
Gallons 17.586
Price/Gal $2.449
Fuel Sale $43.07

Credit $43.07
MC **********6580
Auth: AA
Apprvl: 000828

06/18/15 01:46PM

Member Services
Tires and Batteries
Flat Repair
Wiper Blades

ShopRite

Welcome to ShopRite
of [illegible]

06/18/15 04:2[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

3 @ 2.79

ONION SP YELLOW [illegible] 37.[illegible]

10 @ 5/2.99

[illegible]

TAX 0.15

**** BA[illegible] 16.68

CASH 17.00

CHANGE 0.32

TOTAL NUMBER OF ITEMS SOLD = 15

06/18/15 04:28pm 546 2 272 211

Ask the manager how our Price Plus
Club can save you money at Shoprite

[illegible] CARD REWARDS PROGRAM

DOL01362

151102

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

CUSTOMER'S ORDER NO. | DATE 6-20-15

NAME A Gustin

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	6	30 pk	27	162
2	13	Chile arbol	15	195
3	1	Lb de Guajillo	3.00	75
4	1	Arroz	48	48
5	1	Bulto de Frijol Pinto	85	85
6	1	Tomatillo	29	29
7	1	Plum	20	20
8	1	Valentina		22
9	15	pastelas	2.50	37.50
10	100	reposteria	75¢	75.00
11	1	PK Achiote/Y colorito		4.00
12				$752.50
		Paid		

RECEIVED BY cash $889.30

A-4705 T-46526 KEEP THIS SLIP FOR REFERENCE 01-11

776.80

CUSTOMER'S ORDER NO.

DATE 6-20-15

NAME
Agustin

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	6	30pk	27	162	
2	13	Chile arbol	15	195	
3	/	Cj de guasillo	3.00	75	
4	1	Arroz	48	48	
5	1	Bulto de frijol pinto	85	85	
6	1	Tomatillo	29	29	
7	1	Plum	20	20	
8	1	Valentina		22	
9	1	Pk achrotly calatro		4	00
10					
11					
12					
		PAID		752	50
RECEIVED BY		CASH		$889.30	

776.80

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ 08302
856-455-1696

CUSTOMER'S ORDER NO.	DATE 6-27-15
NAME AGustin	
ADDRESS	Paid
CITY, STATE, ZIP	Total $ 1005.50

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
1	Jalapeño					30

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	2	Tomatillo	30	60
2	2	Plum	20	40
3	1	chipotle grade		57
4	1	morena Rajas		41
5	1	Achiote y culanto		4
6	1	Sopa Fideo		10
7	1	Sopa letras		10
8	1	lentejas		28
9	1	maisena		2.000
10	1	frijo pinto		85
11	16	Chile arbol	15	240
12	8	@30 pk	27	216
	1	mescafe grade		70

RECEIVED BY ~~150 de repostrepa 75¢ 112.50~~

A-4705
T-46528

KEEP THIS SLIP FOR REFERENCE

01-11

1005.50

DOL01386

PX 36 Page 1130

AR - 3800

CUSTOMER'S ORDER NO.

DATE 6-27-15

NAME
Agustin

ADDRESS

PAID

CITY, STATE, ZIP

TOTAL $1005.50

SOLD BY	CASH	C.O.D.	ON ACCT.	MDSE RETD.	PAID OUT
1	Jalapeno		2.50		30

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	2	Tomatillo	30	60	
2	2	Plum	20	40	
3	1	Chipotle grade		57	
4	1	Morena rajas		41	
5	1	Achiote y cilantro		4	
6	1	Sopa fodeo		10	
7	1	Sopa letros		10	
8	1	Leutejas		28	
9	1	Malsena		2	00
10	1	Frijo pluto		85	
11	16	Chile arbol	15	240	
12	8	30pk	27	216	
	1	Nescage grade		70	

RECEIVED BY

$1005.50

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/27/2015

NAME Laurel Food Market

ADDRESS 858 899 7353

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	10	Caja de lechuga	30.00	300.00
2	10	bolsita de oregano	10.00	100.00
3	5	Naranja Agria	15.00	75.00
4	2	Cajas cilantro	20.00	40.00
5	3	bultos de Papa	30.00	90.00
6	200	Panes	1.00	200.00
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

Pagado 06/27/2015

RECEIVED BY

total 805.00

01-11

KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO.
Agustin

DATE 6/27/2015

NAME
Laurel Food Market

ADDRESS
856-899-7353

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	10	Caja de lechugo	30.00	300	00
2	10	Bolsita de oregano	10.00	100	00
3	5	Narania agna	15.00	75	00
4	2	Cajas cilantro	20.00	40	00
5	3	Bultos de papa	30.00	90	00
6	200	Panes	1.00	200	00
7					
8					
9					
10					
11					
12					

RECEIVED BY PAGADO 06/27/2015 total 805.00

72

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/27/2015

NAME Land Food Market

ADDRESS 856 899 7353

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	1	bote ajo Pelado	16.00	16.00
2	10	bolsa de Papa	3.50	35.00
3	3	bolsita de oregano	2.00	6.00
4	8	Caja Square	11.00	88.00
5	3	Jumex ~~Caja~~ lata	15.99	47.97
6	7	manojo Silantro	1.00	7.60
7	1	Galon Naranja agria	12.00	12.00
8	100	Panes	.75	75.00
9	1	caja de lechuga	25.00	25.00
10	1	Jumex	18.00	18.00
11				
12			total	~~330.00~~
13			+	5.00
14				
15			total	$335.00
16				
17				
18				

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

Sold To: Agustin Hernandez

DATE 6/26/2015

NAME

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	1	Bote ajo pelado	16.00	16	00
2	10	Bolsa de papa	3.50	35	00
3	3	Bolsita de oregano	2.00	6	00
4	8	Caja square	11.00	88	00
5	3	Jumex lata	15.99	47	97
6	7	Manojo silanta	1.00	7	00
7	1	Gallon naranja agria	12.00	12	00
8	100	Panes	.75	75	00
9	1	Caja de lechuga	25.00	25	00
10	1	jumex	18.00	18	00
11			Total	330	00
12			+	5	00
			total	$335	00

RECEIVED BY PAID 06/27/2015

DOL01388

PX 36 Page 1132T

M.C. MEXICAN [illegible] NO. 120

319 N. Pearl Street • Bridgeton, NJ 08302

(856) 558-4589

Date 6/26/15

Sold To: Agustin Hernandez Contact:

Phone:

Quantity	Description	Unit Price	Total
50	Pq Pan Mex		
1	bt frijol pinto		80.00
1 cs	mole doña maria		36
1 cs	chiles vinagre Mo.		30
1 cs	chile verde		30
1 cs	tomatillo verde		25
1 cs	tomate plum		20
1 cs	Aceite Masola		38
25	Lb chile guajillo		87.50
25	Lb chile arbol		75
			421.50
	Thank you for your Order	TOTAL	

Paid cash

DOL01387

PX 36 Page 1133

AR - 3806

Date 6/26/15

Sold To: Agustin Hernandez

Contact:

Phone:

	Quantity	Description	Unit Price	Total
	50	Pcs pan mex		80.00
	1	Bt frijol pinto		36
	115	Mole dona maria		30
	115	Chiles vinogre mo		30
	115	Chile verde		25
	115	Tomatillo verde		20
	115	Tomate plum		38
	115	Aseite masola		87.50
	25	Lb chile guasillo		75
	25	Lb chile arbol		
			TOTAL	$421.00

PAID CASH

EL PAISANO INC
305 N PEARL ST
BRIDGETON NJ [illegible]02
~~856-455-1090~~

CUSTOMER'S ORDER NO. / DATE 6-27-15

NAME Agustin Diaz

ADDRESS

CITY, STATE, ZIP Total $ 1005.50

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
1	Jalapeño					30

	QUAN.	DESCRIPTION	PRICE	AMOUNT
1	2	Tomatillo	30	60
2	2	Pom	20	40
3	1	Chipotle grade		57
4	1	morena rajas C		41
5	1	Achiote y culantro		4
6	1	Sopa Fideo		10
7	1	Sopa letras		10
8	1	Tentejas		28
9	1	maisena		2.000
10	1	Frijo pinto		55
11	16	Chile arbol	15	240
12	8	@30pk	27	216
	1	mescafe grade		70

RECEIVED BY ~~150 de Depostrepa 75~~ ~~119.50~~

A-4705
T-46528

KEEP THIS SLIP FOR REFERENCE 1005.50

CUSTOMER'S ORDER NO.

DATE 6-27-15

NAME
Agustin

ADDRESS

PAID

CITY, STATE, ZIP

Total $1005.50

SOLD BY	CASH	C.O.D.	ON ACCT.	MDSE RETD.	PAID OUT
1	Jalapeno		2.50		30

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	2	Tomatillo	30	60	
2	2	Plum	20	40	
3	1	Chipotle grade		57	
4	1	Morena rajas		41	
5	1	Achiote y cilantro		4	
6	1	Sopa fodeo		10	
7	1	Sopa letros		10	
8	1	Leutejas		28	
9	1	Malsena		2	00
10	1	Frijo pluto		85	
11	16	Chile arbol	15	240	
12	8	30pk	27	216	
	1	Nescafe grade		70	

RECEIVED BY

$1005.50

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/27/2015

NAME Laurel Food Market

ADDRESS 899-7353

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	10	Caja de lechuga	30.00	300.00
2	10	bolsita de oregano	10.00	100.00
3	5	Naranja Agria	15.00	75.00
4	2	Cajas cilantro	20.00	40.00
5	3	bultos de Papa	30.00	90.00
6	200	Panes	1.00	200.00
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				

Pagado 06/27/2015

RECEIVED BY

Total 805.00

01-11

KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO.
Agustin

DATE 6/27/2015

NAME
Laurel Food Market

ADDRESS
856-899-7353

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	10	Caja de lechuga	30.00	300	00
2	10	Bolsita de oregano	10.00	100	00
3	5	Narania agna	15.00	75	00
4	2	Cajas cilantro	20.00	40	00
5	3	Bultos de papa	30.00	90	00
6	200	Panes	1.00	200	00
7					
8					
9					
10					
11					
12					

RECEIVED BY PAGADO 06/27/2015 total 805.00

12624

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/27/15

NAME La Fiesta LLC

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	100	bistec/C	4.29	429.00
2	100	Chulete Puerco	2.99	97.81
3	90	Costillas Res	2.79	386.10
4	90	Cerdo	2.99	269.10
5	95	cubos res	4.29	386.10
6	90	Cubos cerdo	2.99	269.10
7	95	Carne Molida	2.99	284.05
8	15	Leg Quarter	25.00	375.00
9	40	Ham	3.99	159.60
10	100	Pechuga sin hueso	1.99	199.00
11	400z	Pan	1.00	$00.00
12	80	Chorizo	2.99	239.20
13				
14				
15				
16				
7				
8				

Paid 06/27/15

ECEIVED BY

$3,493.76

805
1320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

CUSTOMER'S ORDER NO.
Agustin

DATE 06/27/2015

NAME
La fiesta llc

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	100	bisteck	4.29	429	00
2	100	Chuleta Puerco	2.99	97	01
3	90	Costillas rez	2.29	386	10
4	90	Cerdo	2.99	269	10
5	95	Cubos res	4.29	386	10
6	90	Cubos cerdo	2.99	269	10
7	95	Carne molida	2.99	284	05
8	15	Leg quarter	25.00	375	00
9	40	Ham	3.99	159	60
10	100	Pechuga sin hueso	1.99	199	00
11	400pz	Pan	1.00	400	00
12	80	chorizo	2.99	239	20

RECEIVED BY Paid 06/27/2015 $3,493.26

DOL01390

PX 36 Page 1136T

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Agustin		06/28/15

NAME Laurel Food Market

ADDRESS

CITY, STATE, ZIP

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	4	Goya	4.99	19.99
2	5	~~Suero~~	~~23.00~~	~~125.00~~
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18			total	145.00

Rayal 06/28/15

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

CUSTOMER'S ORDER NO.
Agustin

DATE 06/28/15

NAME
Laurel Food Market

ADDRESS

CITY, STATE, ZIP

SOLD BY | CASH | C.O.D. | ON ACCT. | MDSE RETD. | PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	4	Goya	4.99	19	96
2	5	Suero	23.00	125	00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
			Total	145	00

RECEIVED BY

Pagado 06/28/15

DOL1392

PX 36 Page 1137T

CUSTOMER'S ORDER NO. Agustin

DATE 07/04/2015

AR - 3815

(2027)

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
Aguston		07/04/2015

NAME: Land food Market

ADDRESS: 856 899 7353

CITY, STATE, ZIP:

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	3	fud salchicha	8.00	24.00
2	1	Plum	20.00	22.00
3	1	bulto cebolla	28.00	28.00
4	10	Cilantro	1.00	10.00
5	7	Goya Pozole	5.00	35.00
6	4	Square	11.00	44.00
7	2	Suero	23.00	46.00
8	110p	Pan	.75	83.00
9	1	bulto Papa	25.00	25.00
10	6	Agria Goya	4.00	24.00
11	1	Rompope	20.00	20.00
12	1	Caja de Hums	90.00	90.00
13	1	caja de Bolsas	18.00	18.00
14				
15				
16				
17				$ 489.00
18				

Pagado 07/04/2015

RECEIVED BY

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

NAME
Laurel Food Market
ADDRESS 858-899-7353

CITY, STATE, ZIP

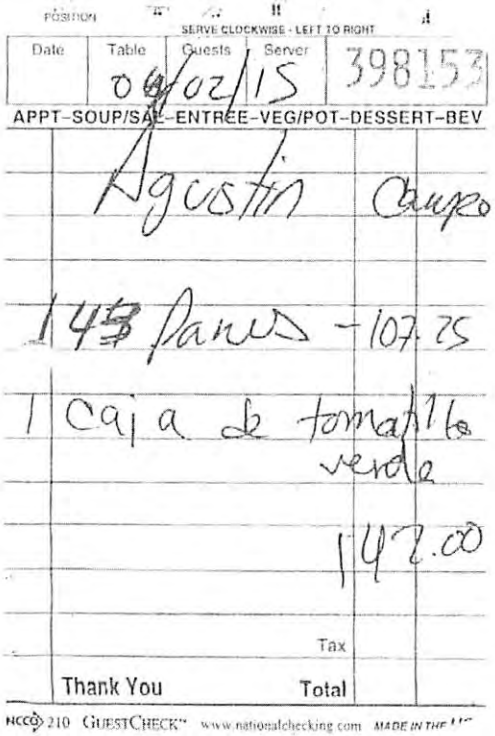
SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	3	Fud salchichez	8.00	24	00
2	1	Plum	22.00	22	00
3	1	bolta cebolla	28.00	28	00
4	10	Cilantro	1.00	10	00
5	7	Goya pozole	5.00	35	00
6	4	Square	11.00	44	00
7	2	Suero	23.00	46	00
8	110pc	Pan	75	83	00
9	1	Bulto papa	25.00	25	00
10	6	Agria goya	4.00	24	00
11	1	Rompope	20.00	20	00
12	1	Caja de humo	90.00	90	00
	1	Caja de bolsas	18.00	18	00

RECEIVED BY Pagado 07/04/2015 $489.00

DOL01398

PX 36 Page 1138T



POSITION

SERVE CLOCKWISE - LEFT TO RIGHT

Date	Table	Guests	Server	
	04/02/15			398153

APPT-SOUP/SAL-ENTREE-VEG/POT-DESSERT-BEV

Agustin Campo

143 Panes - 107.25

1 caja de tomatillo verde

142.00

Tax

Thank You Total

NCCO 210 GUESTCHECK™ www.nationalchecking.com MADE IN THE U.S.

Sam's Club #6[illegible]0
2000 Clements Bridge Rd
Deptford, NJ 08096

Pump# 05 Regular(1)
Gallons [illegible]
Price/Gal $[illegible]
Fuel Sale $51.60

Credit $51.60
MC **********6580
Auth: AA
Apprvl: 000841

07/01/15 02:04PM

Member Services
Tires and Batteries
Flat Repair
Wiper Blades

Sam's Club #6[illegible]
2000 Clements Bridge Rd
Deptford, NJ 08096

Pump# 03 Regular(1)
Gallons 12.878
Price/Gal $2.419
Fuel Sale $31.15

Credit $31.15
MC ******** **6580
Auth: AA
Apprvl: 000847

07/07/15 02:40PM

Member Services
Tires and Batteries
Flat Repair
Wiper Blades

DOL01405

Date Table Guests Server 398153

APPT-SOUP/SAE-ENTRÉE-VEG/POT-DESSERT-BEV

		Agustin	Campo		
		143 pans		107.75	
	1	Caja de tomatillo verde			
				142.00	

Sam's Club #60?0 2000 Clements Bridge Rd Deptford, NJ 08096 Pump#05 Regular Gallons ???????? Price/Gal ???????? Fuel Sale $51.?? Credit $51.?? MC **********6580 Auth: AA Apprvl: 000841 07/01/15 02:04PM Member Services Tires and Batteries Flat Repair Wiper Blades	Sam's Club #60?0 2000 Clements Bridge Rd Deptford, NJ 08096 Pump#03 Regular Gallons 12.878 Price/Gal $2.419 Fuel Sale $31.15 Credit $31.15 MC **********6580 Auth: AA Apprvl: 000847 07/07/15 02:40PM Member Services Tires and Batteries Flat Repair Wiper Blades

J. 75

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 07/09/15
NAME La fiesta		
ADDRESS		
CITY, STATE, ZIP Agustin		856 899 7353

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	90	Steak	4.59	413.10
2	80	Porkchop	2.20	176.00
3	95	Pork Ribs	2.99	284.05
4	95	Beef Ribs	4.29	407.55
5	85	Beef cubes	3.99	339.15
6	85	Pork cubes	3.29	279.65
7	60	Sausage	4.89	293.40
8	35	Ham	2.99	104.65
9	10	boxs 1/4 legs cut	27.00	270.00
10	60	chicken Gizzards	1.29	77.40
11	350	Bread	1.00	350.00
12	20	Cow tongue	+5.29	106.80
13	10	Sazon Goya	+5.00	50.00
14	20	Naranja Agria	+5.00	100.00
15			Total $	2,944.95
16				105.80
17		paid +		50.00
18				100.00
RECEIVED BY		New total	Total	3,250.75

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

CUSTOMER'S ORDER NO. DATE 07/10/15

NAME
La Fiesta

ADDRESS

CITY, STATE, ZIP
Agustin 856-899-7353

SOLD BY CASH C.O.D. ON ACCT. MDSE RETD. PAID OUT

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	90	Steak	4.59	413	10
2	80	Porkchop	2.20	176	00
3	95	Pork ribs	2.99	284	05
4	95	Beef ribs	4.29	407	55
5	85	Beef cubes	3.99	339	15
6	85	Pork cubes	3.29	279	65
7	60	Sausage	4.89	293	40
8	35	Ham	2.99	104	65
9	10	Boxes ¼ legs but	27.00	270	00
10	60	Chicken gizzards	1.29	77	40
11	350	Bread	1.00	350	00
12	20	Cow tongue	5.29	105	80
13	10	Sazem goya	5.00	50	00
14	20	Naranja agria	5.00	100	00
			Total	2994	95
				105	80
				50	00
				100	60

RECEIVED BY New total $3250.75

720264

[illegible] 121.00

2 Bios Lenguas 5.29 42.32

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 07/09/15
NAME	Laurel Food Market	
ADDRESS		
CITY, STATE, ZIP	Agustin 856 8997353	

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
10	fibras				$20.00	

	QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	5	Suero	23.00	115.00
2	5	Square	11.00	55.00
3	2	lata Jumex	15.00	30.00
4	2	Carton Jumex	18.00	36.00
5	2 ~~4~~	Agua mineral	18.00	38.00*
6	4	cc Soda	24.00	96.00
7	5	~~36~~ Coca Cola lata	13.00	65.00
8	1	caja Agin	20.00	20.00
~~9~~	~~19~~	~~caja anadent~~	~~3.50~~	~~66.55~~ X
10	~~22~~ 3	Pan	.75	159.75
~~11~~	~~2~~	~~caja bolsa~~	~~18.00~~	~~36.00~~ X
12	10	Le Chuga	1.50	15.00
13	7	Cilantro	1.00	7.00
14	5	Naranja Agria	4.00	20.00
15	6	Sazon Goya	5.00	30.00
16	4	latas Chipotle	11.00	44.00
17	1	caja Jitomate Bola	15.00	15.00
18	1	caja Huevo	90.00	90.00
RECEIVED BY	1	~~CO~~ /A Papa	25.00	25.00

A-5805
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

DOL01422

28 lbs lenguas 5.29 42.32

CUSTOMER'S ORDER NO. DATE 07/10/2015

NAME Laurel Food Market

ADDRESS

CITY, STATE, ZIP Agustin 856-899-7353

SOLD BY	CASH	C.O.D.	ON ACCT.	MDSE RETD.	PAID OUT
10		fibras		$20.00	

	QUAN.	DESCRIPTION	PRICE	AMOUNT	
1	5	Suero	23.0	115	00
2	5	Square	11.00	55	00
3	2	Lata jumex	15.00	30	00
4	2	Carton jumex	18.00	36	00
5	2	Agua mineral	18.00	36	00
6	4	Cc soda	24.00	96	00
7	5	36 Coca Cola lata	13.00	65	00
8	1	Caja agin	20.00	20	00
9	213	Pan	.75	159	75
10	10	Le chuga	1.50	15	00
11	7	Cilantro	1.00	7	00
12	5	Naranja agria	4.00	20	00
13	6	Sazon goya	5.00	30	00
14	4	Latas chipotle	11.00	44	00
15	1	Caja jitomate bola	15.00	15	00
16	1	Caja huevo	90.00	90	00
17					
18					
RECEIVED BY	1	caja papa	25.00	25.00	
Total				illegible	

DOL01422

PX 36 Page 1141T

AR - 3823

(2)

MIERCOLES OH-15

JOSE ERICK JIMENEZ	$	75 ✓
RICARDO ARIAS	$	75 ✓
ADAN MAYA	$	75 ✓
VALENTIN ANTONIO MATZ	$	75 ✓
ANDRES SILVA	$	75 ✓
FRANCISCO IBAÑEZ	$	75 ✓
MARTIN CARRERA	$	75 ✓
DAVID CASTANEDA	$	75 ✓
CARMELINO LOPEZ	$	75 ✓
FRANCISCO HERNANDEZ	$	75 ✓
CONRADO PEREZ	$	75 ✓
FELIX ARTURO HERNANDEZ	$	75 ✓
CARLOS SILVA	$	75 ✓
ALFREDO SILVA	$	75 ✓
JAVIER HERNANDEZ	$	75 ✓
RAYMUNDO AMADOR	$	75
16 × 75		1200

OH-18-15	$	389
OH-18-15	$	758
OH-16-15	$	370.43
OH-18-15	$	7.74
OH 15-15	$	66.52
GAS	$	50
Cooking 1	$	500
Cooking 2	$	500
		2GH1

APRIL 15 - 21

Miercoles 04-15

Jose Erick Jimenez	$75
Ricardo Arias	$75
Adam Raya	$75
Valentin Antonio Matz (ph)	$75
Andres Silva	$75
Francisco Hoanez (ph)	$75
Martin Carrera $75	
David Castaneda	$75
Carmelino Lopez	$75
Francisco Hernandez	$75
Conrado Perez	$75
Felix Arturo Hernandez	$75
Carlos Silva	$75
Alfredo Silva	$75
Javian Hernandez	$75
Raymundo Amdaor	$75
16x75	1200

04-18-15	$389
04-18-15	$758
04-16-15	$370.43
04-18-15	$7.74
04-18-15	$66.52
Gas	$50
Cooking 1	$500
Cooking 2	$500
	2,641

April 15 - 21

SUN VALLEY ORCHARDS CREW LIST

(3)

PAY ENDING : 04-22-15 TO 04-28-15

EMP.#	NAME	W	TH	F	S	S	M	TU				
1006	Baltazar Arias	✓										
2000	Agustin Hernandez											
2001	Alfredo Silva	✓										
2002	Frediberto Villasenor		✓									
2003	Ricardo Arias	✓										
2004	Francisco Ibanez	✓										
2005	Jose Erick Jimenez Osornio	✓										
2006	Omar Pinon											
2007	Adan Raya Garcia	✓										
2008	Octavio Vargas	✓										
2009	Felix Arturo Hernandez	✓										
2010	Carlos Silva Llaguno	✓										
2011	Andres Silva Llaguno	✓										
2012	Miguel Pinon											
2013	Fabian Hernandez	✓										
2014	Martin Carrera Cortez	✓										

04-25-15 $ 1033
04-24-15 $ 861
04-23-15 $ 239
04-27-15 $ 20
04-22-15 $ 23.71
GAS $ 50
COSTCO $ 500
COSTCO $ 120

TOTAL $ 3158.71

04-28-15 $ 1920

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
2015	Jose Pinon											
2016	Valentin Martinez Antonio	✓										
2017	David Castaneda	✓										
2018	Leny Velasquez	✓										
2019	Reymundo Lara Amador	✓										
2020	Marco Volanes		✓									
2021	Carmelino Santi Lopez	✓										
2022	Francisco Hernandez	✓										
2023	Roman Sanchez											
2024	Carlos Cruz Reyes	✓										
2025	Yreneo Lopez Carrera	✓										
2026	Saul Sanchez Villasenor	✓										
2027	Ruben Leon Hernandez											
2028	Modesto Lopez Carrera	✓										
2029	Amadeo Gonzalez Jaimes	✓										
2030	Mateo Rios Bautista	✓										
2031	German Arias Maya	✓										
2032	Geovani de Jesus Del Angel Salas	✓										
2033	Francisco Pinon Rangel	✓										
2034	Cesar Martinez Arellano	✓										
2035	Celso Grijalva Ramos	✓										
2036	Alejandro Sanchez Villasenor	✓										

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
2037	Eduardo De La Cruz Martinez	/										
2038	Armando Rodriguez Jaimes	/										
2053	Jose Reynos Rodriguez	/										
2054	Ranulfo Lopez	/	/									
2055	Efrain Martinez Areliano	/										
2056	Humberto Zavala Jaimes	/										
2057	Conrrado Perez Vasquez	/										
2063	Jorge Escovar	/										
2064	Roberto Hernandez											
2065	Venustiano Sanchez Dolores											
2066	Tomas Solano Guerrero											
2067	Marcos Zaveleta Hernandez											
2068	Marco Maldonado Maldonado											
2069	Marcelo Ortega Vargas											
2070	Cheguez Baltazar											
2071	Jose Islas Larraga											
2072	Lucio Rosales Lopez											
2073	Jose Martinez Paulino											
2074	Javier Juarez Hernandez											
2075	Isau Santiago Mendoza											
2076	Ines Hernandez Sanchez											
2077	Humberto Dominguez Cruz											

38 x 75 = 2850

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
2078	Hugo Cinta Tegoma											
2079	Hector Garcia Doninguez											
2080	Gustavo Marquez Perez											
2081	Demetrop Garcia Olarte											
2082	Delfino Antonio Reyes											
2083	Cristian Mendez Hernandez											
2084	Carlos Cervantes Ramierz											
2085	Adrian Vazquez Desion											

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : 05-29-15 06-05-15 05-26-15 TO 06-01-15

EMP.#	NAME	W	TH	F	S	S	M	TU				
1006	Baltazar Arias											
2000	Agustin Hernandez											
2001	Alfredo Silva	✓						✓				
2002	Frediberto Villasenor							✓				
2003	Ricardo Arias	✓						✓				
2004	Francisco Ibanez	✓						✓				
2005	Jose Erick Jimenez Osornio	✓						✓				
2006	Omar Pinon											
2007	Adan Raya Garcia	✓						✓				
2008	Octavio Vargas	✓						✓				
2009	Felix Arturo Hernandez	✓						✓				
2010	Carlos Silva Llaguno	✓						✓				
2011	Andres Silva Llaguno	✓						✓				
2012	Miguel Pinon							✓				
2013	Fabian Hernandez	✓						✓				
2014	Martin Carrera Cortez	✓						✓				

46

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

09-26-15

EMP.#	NAME	W	TH	F	S	S	M	TU				
2015	Jose Pinon											
2016	Valentin Martinez Antonio							✓				
2017	David Castaneda	✓						✓				
2018	Leny Velasquez							✓				
2019	Reymundo Lara Amador	✓						✓				
2020	Marco Volanes											
2021	Carmelino Santi Lopez	✓						✓				
2022	Francisco Hernandez	✓						✓				
2023	Roman Sanchez											
2024	Carlos Cruz Reyes	✓						✓				
2025	Yreneo Lopez Carrera	✓						✓				
2026	Saul Sanchez Villasenor	✓						✓				
2027	Ruben Leon Hernandez	✓						✓				
2028	Modesto Lopez Carrera	✓						✓				
2029	Amadeo Gonzalez Jaimes	✓						✓				
2030	Mateo Rios Bautista	✓						✓				
2031	German Arias Maya	✓						✓				
2032	Geovani de Jesus Del Angel Salas	✓						✓				
2033	Francisco Pinon Rangel							✓				
2034	Cesar Martinez Arellano	✓						✓ 10 4				
2035	Celso Grijalva Ramos	✓										
2036	Alejandro Sanchez Villasenor	✓						✓				

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : 05-29-15

EMP.#	NAME	W	TH	F	S	S	M	TU				
2037	Eduardo De La Cruz Martinez	✓						✓				
2038	Armando Rodriguez Jaimes	✓						✓				
2053	Jose Reynos Rodriguez	✓						✓				
2054	Ranulfo Lopez	✓						✓				
2055	Efrain Martinez Areliano	✓						✓				
2056	Humberto Zavala Jaimes	✓						✓				
2057	Conrrado Perez Vasquez	✓						✓				
2063	Jorge Escovar	✓						✓				
2064	Roberto Hernandez	✓						✓ LP				
2065	Venustiano Sanchez Dolores	✓						.				
2066	Tomas Solano Guerrero	✓										
2067	Marcos Zaveleta Hernandez	✓										
2068	Marco Maldonado Maldonado	✓										
2069	Marcelo Ortega Vargas	✓										
2070	Cheguez Baltazar	✓										
2071	Jose Islas Larraga	✓										
2072	Lucio Rosales Lopez	✓										
2073	Jose Martinez Paulino	✓						✓				
2074	Javier Juarez Hernandez	✓										
2075	Isau Santiago Mendoza	✓										
2076	Ines Hernandez Sanchez	✓										
2077	Humberto Dominguez Cruz	✓										

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : 05-9-15

EMP.#	NAME	W	TH	F	S	S	M	TU				
2078	Hugo Cinta Tegoma	✓										
2079	Hector Garcia Doninguez	✓										
2080	Gustavo Marquez Perez	✓										
2081	Demetrop Garcia Olarte	✓						✓				
2082	Delfino Antonio Reyes	✓										
2083	Cristian Mendez Hernandez	✓										
2084	Carlos Cervantes Ramierz	✓										
2085	Adrian Vazquez Desion	✓										
		4275	57x75									
	JOSE DOMINGO CRUZ							✓				
	JAVIER CRUZ							✓				
	RUFINO							✓				
	RICARDO LOPEZ							✓				
	DOMINGO PERES							✓				

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
1006	Baltazar Arias	✓										
2000	Agustin Hernandez											
2001	Alfredo Silva	✓										
2002	Frediberto Villasenor											
2003	Ricardo Arias	✓										
2004	Francisco Ibanez	✓										
2005	Jose Erick Jimenez Osornio	✓										
2006	Omar Pinon											
2007	Adan Raya Garcia	✓										
2008	Octavio Vargas	✓										
2009	Felix Arturo Hernandez	✓										
2010	Carlos Silva Llaguno	✓										
2011	Andres Silva Llaguno	✓										
2012	Miguel Pinon											
2013	Fabian Hernandez	✓										
2014	Martin Carrera Cortez	✓										

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
2015	Jose Pinon											
2016	Valentin Martinez Antonio	✓										
2017	David Castaneda	✓										
2018	Leny Velasquez	✓										
2019	Reymundo Lara Amador	✓										
2020	Marco Volanes											
2021	Carmelino Santi Lopez	✓										
2022	Francisco Hernandez	✓										
2023	Roman Sanchez											
2024	Carlos Cruz Reyes	✓										
2025	Yreneo Lopez Carrera	✓										
2026	Saul Sanchez Villasenor	✓										
2027	Ruben Leon Hernandez	✓										
2028	Modesto Lopez Carrera	✓										
2029	Amadeo Gonzalez Jaimes	✓										
2030	Mateo Rios Bautista	✓										
2031	German Arias Maya	✓										
2032	Geovani de Jesus Del Angel Salas	✓										
2033	Francisco Pinon Rangel	✓										
2034	Cesar Martinez Arellano	✓										
2035	Celso Grijalva Ramos											
2036	Alejandro Sanchez Villasenor	✓										

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
2037	Eduardo De La Cruz Martinez	✓										
2038	Armando Rodriguez Jaimes	✓										
2053	Jose Reynos Rodriguez	✓										
2054	Ranulfo Lopez	✓										
2055	Efrain Martinez Areliano	✓										
2056	Humberto Zavala Jaimes	✓										
2057	Conrrado Perez Vasquez	✓										
2063	Jorge Escovar	✓										
2064	Roberto Hernandez	✓										
2065	Venustiano Sanchez Dolores											
2066	Tomas Solano Guerrero											
2067	Marcos Zaveleta Hernandez											
2068	Marco Maldonado Maldonado											
2069	Marcelo Ortega Vargas											
2070	Cheguez Baltazar											
2071	Jose Islas Larraga DAMIAN	✓										
2072	Lucio Rosales Lopez											
2073	Jose Martinez Paulino											
2074	Javier Juarez Hernandez											
2075	Isau Santiago Mendoza											
2076	Ines Hernandez Sanchez											
2077	Humberto Dominguez Cruz											

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU				
2078	Hugo Cinta Tegoma											
2079	Hector Garcia Doninguez											
2080	Gustavo Marquez Perez											
2081	Demetrop Garcia Olarte	✓										
2082	Delfino Antonio Reyes											
2083	Cristian Mendez Hernandez											
2084	Carlos Cervantes Ramierz											
2085	Adrian Vazquez Desion											
		~~41 x 75~~	~~=~~	~~3,075.00~~ 280								
		41 x 75	=	3,075.00								

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias Maya, German	2031	06/09/2015	10917	06/19/2015	
Arias, Baltazar	1006	06/09/2015	10972	06/19/2015	(1)
Arias, Ricardo	2003	06/09/2015	10976	06/19/2015	Ricardo Arias
Asencion Flores, Eusebio	2135	06/09/2015	11011	06/19/2015	
Carrera Cortez, Martin	2014	06/09/2015	10985	06/19/2015	
Castaneda, David	2017	06/09/2015	10988	06/19/2015	David Castaneda
Cruz Lopez, Javier	2104	06/09/2015	11001	06/19/2015	
Cruz Reyes, Carlos	2024	06/09/2015	10910	06/19/2015	Carlos Cruz Reyes
Cruz, Jose D	2103	06/09/2015	11000	06/19/2015	
De La Cruz Martinez, Eduardo	2037	06/09/2015	10922	06/19/2015	
Del Angel Salas, Geovani de Jesus	2032	06/09/2015	10918	06/19/2015	
Escovar, Jorge	2063	06/09/2015	10996	06/19/2015	Jorge Escobar
Gonzalez Jaimes, Amadeo	2029	06/09/2015	10915	06/19/2015	amadeo Gonzalez
Hernandez Hernandez, Felix Arturo	2009	06/09/2015	10981	06/19/2015	Felix Arturo Hernandez H.
Hernandez Perez, Rufino	2105	06/09/2015	11002	06/19/2015	
Hernandez, Agustin	2000	06/09/2015	10973	06/19/2015	(2)
Hernandez, Brian H	2098	06/09/2015	10998	06/19/2015	(3)
Hernandez, Fabian	2013	06/09/2015	10984	06/19/2015	Fabian Hernandez
Hernandez, Francisco	2022	06/09/2015	10992	06/19/2015	
Hernandez, Roberto	2064	06/09/2015	10997	06/19/2015	Roberto Hernandez
Ibanez, Francisco A	2004	06/09/2015	10977	06/19/2015	Francisco Ibanez
Jimenez Osornio, Jose Erick	2005	06/09/2015	10978	06/19/2015	Jose Erick
Lara Amador, Reymundo	2019	06/09/2015	10990	06/19/2015	
Leon Hernandez, Ruben	2027	06/09/2015	10913	06/19/2015	Ruben Leon Hernandez
Lopez Carrera, Modesto E	2028	06/09/2015	10914	06/19/2015	
Lopez Carrera, Yreneo C	2025	06/09/2015	10911	06/19/2015	
Lopez Cruz, Ricardo	2106	06/09/2015	11003	06/19/2015	Lopez Cruz Ricardo
Cruz, Victor	2107	06/09/2015	11004	06/19/2015	Lopez Cruz Victor

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Lopez, Ranulfo	2054	06/09/2015	10994	06/19/2015	
Martinez Antonio, Valentin	2016	06/09/2015	10987	06/19/2015	
Martinez Arellano, Efrain	2055	06/09/2015	10924	06/19/2015	
Martinez Arellano, Cesar	2034	06/09/2015	10920	06/19/2015	
Perez Lopez, Domingo	2102	06/09/2015	10999	06/19/2015	
Perez Vasquez, Conrrado	2057	06/09/2015	10995	06/19/2015	
Perez, Ramiro	2137	06/09/2015	11012	06/19/2015	
Pinon Rangel, Francisco J	2033	06/09/2015	10919	06/19/2015	Francisco Javier P.
Pinon, Jose L	2015	06/09/2015	10986	06/19/2015	(N)
Ramirez, Matias	2139	06/09/2015	11013	06/19/2015	Matias Ramirez
Raya Garcia, Adan	2007	06/09/2015	10979	06/19/2015	ADAN RAYA
Raya, Jose	2112	06/09/2015	11007	06/19/2015	Jose Raya
Reynoso Rodriguez, Elias	2113	06/09/2015	11008	06/19/2015	Elias Reynoso R.
Reynoso Rodriguez, Jose L	2053	06/09/2015	10993	06/19/2015	Jose Luis Reynoso R.
Reynoso, Adonias O	2114	06/09/2015	11009	06/19/2015	
Rios Bautista, Mateo	2030	06/09/2015	10916	06/19/2015	
Rodriguez Jaimes, Armando	2038	06/09/2015	10923	06/19/2015	Armando Rodriguez
Rodriguez Velasquez, Jeiner A	2111	06/09/2015	11006	06/19/2015	Jeiner A Rodriguez
Rodriguez Velasquez, Salvador B	2110	06/09/2015	11005	06/19/2015	
Sanchez Villasenor, Alejandro	2036	06/09/2015	10921	06/19/2015	Alejandro Sanchez
Sanchez Villasenor, Saul	2025	06/09/2015	10912	06/19/2015	Saul Sanchez V.
Santi Lopez, Carmelino	2021	06/09/2015	10991	06/19/2015	
Silva Llaguno, Andres	2011	06/09/2015	10983	06/19/2015	
Silva Llaguno, Carlos	2010	06/09/2015	10982	06/19/2015	Carlos Silva
Silva, Alfredo L	2001	06/09/2015	10974	06/19/2015	Alfredo Silva
Vallejo Rojas, Nicolas	2162	06/09/2015	10909	06/19/2015	Nicolas Vallejo Rojas
Vargas Vargas, Octavio	2008	06/09/2015	10980	06/19/2015	Octavio
Velasquez, Esdras	2134	06/09/2015	11010	06/19/2015	Esdras Velasquez

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Velasquez, Leny	2018	06/09/2015	10989	06/19/2015	
Villasenor, Frediberto	2002	06/09/2015	10975	06/19/2015	
Zavala Jaimes, Humberto	2056	06/09/2015	10925	06/19/2015	

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Aguilar Caldera, Eliseo	2118	06/09/2015	10932	06/19/2015	
Aguilar Marques, Inneo	2123	06/09/2015	10937	06/19/2015	
Aguilar Soto, Trinidad	2132	06/09/2015	10946	06/19/2015	
Arroyo Alonso, Nicolas	2155	06/09/2015	10959	06/19/2015	nicolas arroyo
Blanco Aguilar, Oscar J	2129	06/09/2015	10943	06/19/2015	Oscar Javier Blanco A.
Cervantes Aguilar, Griseldo	2121	06/09/2015	10935	06/19/2015	
Cervantes Cumplido, Rafael	2130	06/09/2015	10944	06/19/2015	
Chargoy Escudero, Pedro	2140	06/09/2015	10947	06/19/2015	
Cuellar Romero, Gustavo	2146	06/09/2015	10952	06/19/2015	
Cumplido Aguilar, Juan M	2126	06/09/2015	10940	06/19/2015	
De La Cruz Morales, Rogelio	2131	06/09/2015	10945	06/19/2015	
Elizondo Soto, Miguel A	2160	06/09/2015	10963	06/19/2015	
Flores Flores, David	2117	06/09/2015	10931	06/19/2015	
Galindo Cervantes, Honorato	2122	06/09/2015	10936	06/19/2015	
Galindo Cervantes, Juan E	2125	06/09/2015	10939	06/19/2015	
Galindo Reyes, Alfredo	2115	06/09/2015	10929	06/19/2015	
Garcia Cardos, Erick G	2157	06/09/2015	10961	06/19/2015	Erick Guadalupe Garcia Cardoso
Garcia Cervantes, Norberto	2128	06/09/2015	10942	06/19/2015	
Garcia Delgado, Manuel	2150	06/09/2015	10955	06/19/2015	
Garcia Olarte, Demetrio	2081	06/09/2015	10928	06/19/2015	
Garcia Ramiez, Omar	2166	06/09/2015	10967	06/19/2015	Omar G. R.
Garcia Raya, Jorge L	2148	06/09/2015	10953	06/19/2015	Jorge Luis Garcia
Godinez Barcenas, Adan	2154	06/09/2015	10958	06/19/2015	Adan Godinez Barcenas
Guillen Segovia, Armando	2168	06/09/2015	10969	06/19/2015	Armando Guillen S.
Hernandez Zavala, Luis A	2152	06/09/2015	10956	06/19/2015	
Hurtado Olvera, Martin	2149	06/09/2015	10954	06/19/2015	
Islas Larraga, Jose D	2071	06/09/2015	10926	06/19/2015	LEFT
Jacobo Ramirez, Jose M	2156	06/09/2015	10960	06/19/2015	José Manuel J. R.

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Lara Amador, Vicente	2155	06/09/2015	10966	06/19/2015	
Lugo Morales, Gabriel	2120	06/09/2015	10934	06/19/2015	
Luna Gonzalez, Luis A	2153	06/09/2015	10957	06/19/2015	Luis Antoni L G.
Magallanes Hernandez, Carlos E	2116	06/09/2015	10930	06/19/2015	
Martinez Cervantes, Manuel	2127	06/09/2015	10941	06/19/2015	
Martinez Paulino, Jose	2073	06/09/2015	10927	06/19/2015	
Mendoza, Soto	2119	06/09/2015	10933	06/19/2015	
Morales Acosta, Dario	2167	06/09/2015	10968	06/19/2015	Dario M A
Ramirez Chavez, Juan	2159	06/09/2015	10962	06/19/2015	Juan Ramirez chavez
Raya Tapia, Rodrigo	2164	06/09/2015	10965	06/19/2015	Rodrigo Raya Tapia
Romero Arrendondo, Alejandro	2143	06/09/2015	10950	06/19/2015	Alejandro Romero A.
Santoyo Castro, Ricardo	2170	06/09/2015	10971	06/19/2015	Ricardo Santoyo C.
Silva Lopez, Jose L	2144	06/09/2015	10951	06/19/2015	Jose Luis Silva L.
Soto Gurrola, J Santos	2124	06/09/2015	10938	06/19/2015	
Tapia Barbosa, Aramndo	2142	06/09/2015	10949	06/19/2015	Armando Tapia Barbosa
Vargas Venegas, Alvaro	2141	06/09/2015	10948	06/19/2015	Alvaro Vargas Vargas
Villasenor Vargas, Jose M	2169	06/09/2015	10970	06/19/2015	J.Manuel V.
Zavalz Almanza, Pedro	2161	06/09/2015	10964	06/19/2015	Pedro Z.A

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : 06-03-15 06-09-15 06

EMP.#	NAME	W	TH	F	S	S	M	TU			
1006	Arias, Baltazar										
2000	Hernandez, Agustin										
2001	Silva, Alfredo L	✓									
2002	Villasenor, Frediberto										
2003	Arias, Ricardo	✓									
2004	Ibanez, Francisco A	✓									
2005	Jimenez Osornio, Jose Erick	✓									
2006	Pinon Roque, Omar										
2007	Raya Garcia, Adan	✓									
2008	Vargas Vargas, Octavio	✓									
2009	Hernandez Hernandez, Felix Arturo	✓									
2010	Silva Llaguno, Carlos	✓									
2011	Silva Llaguno, Andres	✓									
2012	Pinon, Miguel										
2013	Hernandez, Fabian	✓									
2014	Carrera Cortez, Martin	✓									
2015	Pinon, Jose L										
2016	Martinez Antonio, Valentin	✓									
2017	Castaneda, David	✓									
2018	Velasquez, Leny	✓									
2019	Lara Amador, Reymundo	✓									
2020	Volanes, Marco A										

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU			
2021	Santi Lopez, Carmelino	✓									
2022	Hernandez, Francisco	✓									
2023	Sanchez,, Roman	✓									
2024	Cruz Reyes, Carlos	✓									
2025	Lopez Carrera, Yreneo C	✓									
2026	Sanchez Villasenor, Saul	✓									
2027	Leon Hernandez, Ruben										
2028	Lopez Carrera, Modesto E	✓									
2029	Gonzalez Jaimes, Amadeo	✓									
2030	Rios Bautista, Mateo	✓									
2031	Arias Maya, German	✓									
2032	Del Angel Salas, Geovani de Jesus	✓									
2033	Pinon Rangel, Francisco J	✓									
2034	Martinez Arellano, Cesar	✓									
2035	Grijalva Ramos, Celso	✓									
2036	Sanchez Villasenor, Alejandro	✓									
2037	De La Cruz Martinez, Eduardo	✓									
2038	Rodriguez Jaimes, Armando	✓									
2053	Reynoso Rodriguez, Jose L	✓									
2054	Lopez, Ranulfo	✓									
2055	Martinez Areliano, Efrain	✓									
2056	Zavala Jaimes, Humberto	✓									

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU			
2057	Perez Vasquez, Conrrado	✓									
2063	Escovar, Jorge	✓									
2064	Hernandez, Roberto	✓									
2097	Perez, Tomas	✓									
2098	Hernandez, Brian H										
2102	Perez Lopez, Domingo	✓									
2103	Cruz, Jose D	30									
2104	Cruz Lopez, Javier	✓									
2105	Hernandez Perez, Rufino	✓									
2106	Lopez Cruz, Ricardo	✓									
2107	Lopez Cruz, Victor	✓									
2110	Rodriguez Velasquez, Salvador B	✓									
2111	Rodriguez Velasquez, Jeiner A	✓									
2112	Raya, Jose	✓									
2113	Reynoso Rodriguez, Elias	✓									
2114	Reynoso, Adonias O	✓									

SUN VALLEY ORCHARDS CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU			

SUN VALLEY ORCHARDS H2A CREW LIST

PAY ENDING : _____

EMP.#	NAME	W	TH	F	S	S	M	TU	
2065	Sanchez Dolores, Venustiano	✓							
2066	Solano Guerrero, Tomas	✓							
2067	Zaveleta Hernandez, Marcos	✓							
2068	Maldonado Maldonado, Marco G	✓ 63							
2069	Ortega Vargas, Marcelo	✓							
2070	Baltazar, Cheguez J	40 ✓ 65							
2071	Islas Larraga, Jose D								
2072	Rosales Lopez, Lucio								
2073	Martinez Paulino, Jose	✓							
2074	Juarez Hernandez, Javier	✓							
2075	Santiago Mendoza, Isau	✓							
2076	Hernandez Sanchez, Ines	✓							
2077	Dominguez Cruz, Humberto	✓							
2078	Cinta Tegoma, Hugo L	✓							
2079	Garcia Dominguez, Hector M	✓							
2080	Marquez Perez, Gustavo	✓ 45							
2081	Garcia Olarte, Demetrio	✓							
2082	Antonio Reyes, Delfino								
2083	Mendez Hernandez, Cristian								

EMP.#	NAME	W	TH	F	S	S	M	TU	
2084	Cervantes Ramirez, Carlos	✓							
2085	Vazquez Desion, Adrian								
2115	Galindo Reyes, Alfredo	✓							
2116	Magallanes Hernandez, Carlos E	✓							
2117	Flores Flores, David	✓							
2118	Aguilar Caldera, Eliseo	✓							
2119	Mendoza, Soto								
2120	Lugo Morales, Gabriel								
2121	Cervantes Aguilar, Griseldo	✓							
2122	Galindo Cervantes, Honorato	✓							
2123	Aguilar Marques, Irineo								
2124	Soto Gurrola, J Santos	30							
2125	Galindo Cervantes, Juan E	✓							
2126	Cumplido Aguilar, Juan M	✓							
2127	Martinez Cervantes, Manuel	✓							
2128	Garcia Cervantes, Norberto								
2129	Blanco Aguilar, Oscar J								
2130	Cervantes Cumplido, Rafael								
2131	De La Cruz Morales, Rogelop	✓							
2132	Aguilar Soto, Trinidad	✓ 5							

80 x 75 = 6,000

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jun 23,2015	11369	Jul 03,2015	
Arias, Ricardo	2003	Jun 23,2015	11374	Jul 03,2015	Ricardo Arias 60
Asencion Flores, Eusebio	2135	Jun 23,2015	11424	Jul 03,2015	61
Carrera Cortez, Martin	2014	Jun 23,2015	11387	Jul 03,2015	62
Carrera Hernandez, Camilo	2183	Jun 23,2015	11432	Jul 03,2015	Camilo Carrera 63
Castaneda, David	2017	Jun 23,2015	11391	Jul 03,2015	David Castaneda 64
Cruz Lopez, Javier	2104	Jun 23,2015	11409	Jul 03,2015	65
Cruz Perez, Antonio	2177	Jun 23,2015	11431	Jul 03,2015	
Cruz, Delmar	2176	Jun 23,2015	11430	Jul 03,2015	66
Cruz, Jose D	2103	Jun 23,2015	11408	Jul 03,2015	67
Escovar, Jorge	2063	Jun 23,2015	11401	Jul 03,2015	Jorge Escobar 68
Hernandez Hernandez, Felix Arturo	2009	Jun 23,2015	11380	Jul 03,2015	Felix Arturo Hernandez H. 69
Hernandez Perez, Rufino	2105	Jun 23,2015	11410	Jul 03,2015	70
Hernandez, Agustin	2000	Jun 23,2015	11370	Jul 03,2015	
Hernandez, Brian H	2098	Jun 23,2015	11405	Jul 03,2015	
Hernandez, Fabian	2013	Jun 23,2015	11385	Jul 03,2015	Favian Hernandez 71
Hernandez, Francisco	2022	Jun 23,2015	11396	Jul 03,2015	72
Hernandez, Roberto	2064	Jun 23,2015	11403	Jul 03,2015	
Ibanez, Francisco A	2004	Jun 23,2015	11375	Jul 03,2015	Francisco A. Ibanez 73
Jimenez Osornio, Jose Erick	2005	Jun 23,2015	11376	Jul 03,2015	Jose Erick Jimenez 74
Lara Amador, Reymundo	2019	Jun 23,2015	11393	Jul 03,2015	Reymundo Lara 75
Lopez Cruz, Ricardo	2106	Jun 23,2015	11411	Jul 03,2015	76
Lopez Cruz, Victor	2107	Jun 23,2015	11412	Jul 03,2015	77
Lopez, Ranulfo	2054	Jun 23,2015	11398	Jul 03,2015	78
Martinez Antonio, Valentin	2016	Jun 23,2015	11390	Jul 03,2015	79
Perez Lopez, Domingo	2102	Jun 23,2015	11406	Jul 03,2015	
Perez Vasquez, Conrado	2057	Jun 23,2015	11399	Jul 03,2015	80
Perez, Ramiro	2137	Jun 23,2015	11426	Jul 03,2015	81

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Pinon, Jose L	2015	Jun 23,2015	11389	Jul 03,2015	
Ramirez, Matias	2139	Jun 23,2015	11428	Jul 03,2015	XADAN RAYA 82
Raya Garcia, Adan	2007	Jun 23,2015	11377	Jul 03,2015	Matias Ramirez 83 84
Raya, Jose	2112	Jun 23,2015	11417	Jul 03,2015	Jose Raya 85
Reynoso Rodriguez, Elias	2113	Jun 23,2015	11418	Jul 03,2015	86
Reynoso Rodriguez, Jose L	2053	Jun 23,2015	11397	Jul 03,2015	Jose Luis Reynoso 87
Reynoso, Adonias O	2114	Jun 23,2015	11420	Jul 03,2015	88
Rodriguez Velasquez, Jeiner A	2111	Jun 23,2015	11415	Jul 03,2015	Selena A Rodriguez 89
Rodriguez Velasquez, Salvador B	2110	Jun 23,2015	11413	Jul 03,2015	90
Santi Lopez, Carmelino	2021	Jun 23,2015	11394	Jul 03,2015	91
Silva Llaguno, Andres	2011	Jun 23,2015	11383	Jul 03,2015	92
Silva Llaguno, Carlos	2010	Jun 23,2015	11382	Jul 03,2015	Carlos Silva 93
Silva, Alfredo L	2001	Jun 23,2015	11371	Jul 03,2015	Alfredo Silva 94
Vargas Vargas, Octavio	2008	Jun 23,2015	11378	Jul 03,2015	
Velasquez, Esdras	2134	Jun 23,2015	11422	Jul 03,2015	Esdras Velasquez 95
Velasquez, Leny	2018	Jun 23,2015	11392	Jul 03,2015	96
Villasenor, Frediberto	2002	Jun 23,2015	11372	Jul 03,2015	

DOMINGO PEREZ

ANTONIO CRUZ

97

98

98 x 80 = 7,840 00

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
:A H2A					
ıuilar Caldera, Eliseo	2118	Jun 23,2015	11322	Jul 03,2015	
ıuilar Marques, Irineo	2123	Jun 23,2015	11328	Jul 03,2015	
ıuilar Soto, Trinidad	2132	Jun 23,2015	11339	Jul 03,2015	
ias Maya, German	2031	Jun 23,2015	11303	Jul 03,2015	
royo Alonso, Nicolas	2155	Jun 23,2015	11353	Jul 03,2015	Nicolas Arroyo Alonzo
anco Aguilar, Oscar J	2129	Jun 23,2015	11335	Jul 03,2015	Oscar Javier Blanco A.
ervantes Aguilar, Griseldo	2121	Jun 23,2015	11325	Jul 03,2015	
ervantes Cumplido, Rafael	2130	Jun 23,2015	11336	Jul 03,2015	
hargoy Escudero, Pedro	2140	Jun 23,2015	11340	Jul 03,2015	
ruz Reyes, Carlos	2024	Jun 23,2015	11292	Jul 03,2015	
uellar Romero, Gustavo	2146	Jun 23,2015	11346	Jul 03,2015	NO PAGO
umplido Aguilar, Juan M	2126	Jun 23,2015	11332	Jul 03,2015	
e La Cruz Martinez, Eduardo	2037	Jun 23,2015	11310	Jul 03,2015	Eduardo de la cruz Martinez
e La Cruz Morales, Rogelio	2131	Jun 23,2015	11337	Jul 03,2015	
el Angel Salas, Geovani de Jesus	2032	Jun 23,2015	11304	Jul 03,2015	
lizondo Soto, Miguel A	2160	Jun 23,2015	11357	Jul 03,2015	
lores Flores, David	2117	Jun 23,2015	11320	Jul 03,2015	
Galindo Cervantes, Honorato	2122	Jun 23,2015	11327	Jul 03,2015	
Galindo Cervantes, Juan E.	2125	Jun 23,2015	11331	Jul 03,2015	
Galindo Reyes, Alfredo	2115	Jun 23,2015	11318	Jul 03,2015	
Garcia Cardos, Erick G	2157	Jun 23,2015	11355	Jul 03,2015	Erick Guadalupe Garcia Cardoso
Garcia Cervantes, Norberto	2128	Jun 23,2015	11334	Jul 03,2015	
Garcia Olarte, Demetrio	2081	Jun 23,2015	11316	Jul 03,2015	
Garcia Ramiez, Omar	2166	Jun 23,2015	11362	Jul 03,2015	Omar G. B.
Garcia Raya, Jorge L	2148	Jun 23,2015	11347	Jul 03,2015	LEFT
Godinez Barcenas, Adan	2154	Jun 23,2015	11352	Jul 03,2015	
Gonzalez Jaimes, Amadeo	2029	Jun 23,2015	11300	Jul 03,2015	
Guillen Segovia, Armando	2168	Jun 23,2015	11363	Jul 03,2015	Armando Guillen. S

DOL01371

PX 37 Page 1168

AR - 3851

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
2A H2A					
ernandez Zavala, Luis A	2152	Jun 23,2015	11350	Jul 03,2015	Luis Hernandez 28
urtado Olvera, Martin	2149	Jun 23,2015	11348	Jul 03,2015	29
icobo Ramirez, Jose M	2156	Jun 23,2015	11354	Jul 03,2015	Jesus Manuel Jacobo Ramirez 30
era Amador, Vicente	2165	Jun 23,2015	11361	Jul 03,2015	31
eon Hernandez, Ruben	2027	Jun 23,2015	11297	Jul 03,2015	Ruben Leon Hernandez 32
opez Carrera, Modesto E	2028	Jun 23,2015	11299	Jul 03,2015	33
opez Carrera, Yreneo C	2025	Jun 23,2015	11293	Jul 03,2015	34
ugo Morales, Gabriel	2120	Jun 23,2015	11324	Jul 03,2015	35
una Gonzalez, Luis A	2153	Jun 23,2015	11351	Jul 03,2015	Luis Antonio L G. 36
lagallanes Hernandez, Carlos E	2116	Jun 23,2015	11319	Jul 03,2015	37
lartinez Arellano, Efrain	2055	Jun 23,2015	11313	Jul 03,2015	38
lartinez Arellano, Cesar	2034	Jun 23,2015	11306	Jul 03,2015	39
lartinez Cervantes, Manuel	2127	Jun 23,2015	11333	Jul 03,2015	40
lartinez Paulino, Jose	2073	Jun 23,2015	11315	Jul 03,2015	41
lendoza Soto, Esteban	2119	Jun 23,2015	11323	Jul 03,2015	42
inon Rangel, Francisco J	2033	Jun 23,2015	11305	Jul 03,2015	Francisco Javier P. 43
lamirez Chavez, Juan	2159	Jun 23,2015	11356	Jul 03,2015	Juan Ramirez 44
laya Tapia, Rodrigo	2164	Jun 23,2015	11360	Jul 03,2015	Rodrigo Reyz Tapia 45
tios Bautista, Mateo	2030	Jun 23,2015	11302	Jul 03,2015	46
lodriguez Jaimes, Armando	2036	Jun 23,2015	11311	Jul 03,2015	Armando Rodriguez 47
lomero Arrendondo, Alejandro	2143	Jun 23,2015	11344	Jul 03,2015	Alejandro Romero A 48
lanchez Villasenor, Alejandro	2036	Jun 23,2015	11308	Jul 03,2015	Alejandro Sanchez V 49
lanchez Villasenor, Saul	2026	Jun 23,2015	11295	Jul 03,2015	Saul Sanchez V. 50
lantoyo Castro, Ricardo	2170	Jun 23,2015	11367	Jul 03,2015	Ricardo Santoyo C. 51
lilva Lopez, Jose L	2144	Jun 23,2015	11345	Jul 03,2015	52
loto Gurrola, Jl Santos	2124	Jun 23,2015	11330	Jul 03,2015	53
lapia Barbosa, Aramndo	2142	Jun 23,2015	11342	Jul 03,2015	Armando Tapia Barbosa 54
lallejo Rojas, Nocolas	2162	Jun 23,2015	11359	Jul 03,2015	LEFT 55

DOL01372

PX 37 Page 1169

AR - 3852

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
2A H2A					
argas Venegas, Alvaro	2141	Jun 23,2015	11341	Jul 03,2015	Alvaro Vargas Vanegas 56
lliasenor Vargas, Jose M	2169	Jun 23,2015	11365	Jul 03,2015	J. Manuel V. 57
avala Jaimes, Humberto	2056	Jun 23,2015	11314	Jul 03,2015	Humberto Z AVALA Z Aimes 58
avalz Almanza, Pedro	2161	Jun 23,2015	11358	Jul 03,2015	Pedro Z.A 59

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jun 30,2015	11498	Jul 10,2015	
Arias, Ricardo	2003	Jun 30,2015	11502	Jul 10,2015	
Asencion Flores, Eusebio	2135	Jun 30,2015	11536	Jul 10,2015	
Carrera Cortez, Martin	2014	Jun 30,2015	11511	Jul 10,2015	
Carrera Hernandez, Camilo	2183	Jun 30,2015	11541	Jul 10,2015	
Castaneda, David	2017	Jun 30,2015	11514	Jul 10,2015	
Cruz Lopez, Javier	2104	Jun 30,2015	11526	Jul 10,2015	
Cruz Perez, Antonio	2177	Jun 30,2015	11540	Jul 10,2015	
Cruz, Delmar	2176	Jun 30,2015	11539	Jul 10,2015	
Cruz, Jose D	2103	Jun 30,2015	11525	Jul 10,2015	
Escovar, Jorge	2063	Jun 30,2015	11522	Jul 10,2015	
Hernandez Hernandez, Felix Arturo	2009	Jun 30,2015	11507	Jul 10,2015	
Hernandez Perez, Rufino	2105	Jun 30,2015	11527	Jul 10,2015	
Hernandez, Agustin	2000	Jun 30,2015	11499	Jul 10,2015	
Hernandez, Brian H	2098	Jun 30,2015	11523	Jul 10,2015	
Hernandez, Fabian	2013	Jun 30,2015	11510	Jul 10,2015	
Hernandez, Francisco	2022	Jun 30,2015	11518	Jul 10,2015	
Ibanez, Francisco A	2004	Jun 30,2015	11503	Jul 10,2015	
Jimenez Osornio, Jose Erick	2005	Jun 30,2015	11504	Jul 10,2015	
Lara Amador, Reymundo	2019	Jun 30,2015	11516	Jul 10,2015	
Lopez Cruz, Ricardo	2106	Jun 30,2015	11528	Jul 10,2015	
Lopez Cruz, Victor	2107	Jun 30,2015	11529	Jul 10,2015	
Lopez, Ranulfo	2054	Jun 30,2015	11520	Jul 10,2015	
Martinez Antonio, Valentin	2016	Jun 30,2015	11513	Jul 10,2015	
Perez Lopez, Domingo	2102	Jun 30,2015	11524	Jul 10,2015	
Perez Vasquez, Conrrado	2057	Jun 30,2015	11521	Jul 10,2015	
Perez, Ramiro	2137	Jun 30,2015	11537	Jul 10,2015	
Pinon, Jose L	2015	Jun 30,2015	11512	Jul 10,2015	

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Ramirez, Matias	2139	Jun 30,2015	11538	Jul 10,2015	22
Raya Garcia, Adan	2007	Jun 30,2015	11505	Jul 10,2015	23
Raya, Jose	2112	Jun 30,2015	11532	Jul 10,2015	24
Reynoso Rodriguez, Elias	2113	Jun 30,2015	11533	Jul 10,2015	90
Reynoso Rodriguez, Jose L	2053	Jun 30,2015	11515	Jul 10,2015	25
Reynoso, Adonias O	2114	Jun 30,2015	11534	Jul 10,2015	26
Rodriguez Velasquez, Jeiner A	2111	Jun 30,2015	11531	Jul 10,2015	91
Rodriguez Velasquez, Salvador B	2110	Jun 30,2015	11530	Jul 10,2015	92
Santi Lopez, Carmelino	2021	Jun 30,2015	11517	Jul 10,2015	27
Silva Llaguno, Andres	2011	Jun 30,2015	11509	Jul 10,2015	28
Silva Llaguno, Carlos	2010	Jun 30,2015	11508	Jul 10,2015	29
Silva, Alfredo L	2001	Jun 30,2015	11500	Jul 10,2015	30
Vargas Vargas, Octavio	2008	Jun 30,2015	11506	Jul 10,2015	NO PAGE
Velasquez, Esdras	2134	Jun 30,2015	11535	Jul 10,2015	93
Velasquez, Leny	2018	Jun 30,2015	11515	Jul 10,2015	31
Vasenor, Frediberto	2002	Jun 30,2015	11501	Jul 10,2015	

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Aguilar Caldera, Eliseo	2118	Jun 30,2015	11457	Jul 10,2015	78
Aguilar Marques, Inneo	2123	Jun 30,2015	11462	Jul 10,2015	79
Aguilar Soto, Trinidad	2132	Jun 30,2015	11471	Jul 10,2015	80
Aponte Rodriguez, Daniel	2185	Jun 30,2015	11495	Jul 10,2015	
Aponte Rodriguez, Johnny	2187	Jun 30,2015	11497	Jul 10,2015	
Arias Maya, German	2031	Jun 30,2015	11443	Jul 10,2015	81
Arroyo Alonso, Nicolas	2155	Jun 30,2015	11483	Jul 10,2015	82
Blanco Aguilar, Oscar J	2129	Jun 30,2015	11468	Jul 10,2015	Oscar Javier Blanco A. 32
Cervantes Aguilar, Griseldo	2121	Jun 30,2015	11460	Jul 10,2015	83
Cervantes Cumplido, Rafael	2130	Jun 30,2015	11469	Jul 10,2015	84
Chargoy Escudero, Pedro	2140	Jun 30,2015	11472	Jul 10,2015	85
Cruz Reyes, Carlos	2024	Jun 30,2015	11436	Jul 10,2015	33
Cuellar Romero, Gustavo	2146	Jun 30,2015	11477	Jul 10,2015	NO PAGA
Cumplido Aguilar, Juan M	2125	Jun 30,2015	11465	Jul 10,2015	34
De La Cruz Martinez, Eduardo	2037	Jun 30,2015	11448	Jul 10,2015	86
De La Cruz Morales, Rogelio	2131	Jun 30,2015	11470	Jul 10,2015	87
Del Angel Salas, Geovani de Jesus	2032	Jun 30,2015	11444	Jul 10,2015	35
Elizondo Soto, Miguel A	2160	Jun 30,2015	11487	Jul 10,2015	36
Flores Flores, David	2117	Jun 30,2015	11456	Jul 10,2015	37
Franco Varga, Oscar R	2147	Jun 30,2015	11478	Jul 10,2015	88
Galindo Cervantes, Honorato	2122	Jun 30,2015	11461	Jul 10,2015	38
Galindo Cervantes, Juan E	2125	Jun 30,2015	11464	Jul 10,2015	39
Galindo Reyes, Alfredo	2115	Jun 30,2015	11454	Jul 10,2015	40
Garcia Cardos, Erick G	2157	Jun 30,2015	11485	Jul 10,2015	89
Garcia Cervantes, Norberto	2128	Jun 30,2015	11467	Jul 10,2015	41
Garcia Olarte, Demetrio	2081	Jun 30,2015	11453	Jul 10,2015	42
Garcia Ramiez, Omar	2166	Jun 30,2015	11491	Jul 10,2015	43
Godinez Barcenas, Adan	2154	Jun 30,2015	11482	Jul 10,2015	44

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Gonzalez Jaimes, Amadeo	2029	Jun 30,2015	11441	Jul 10,2015	45
Guillen Segovia, Armando	2168	Jun 30,2015	11492	Jul 10,2015	46
Hernandez Zavala, Luis A	2152	Jun 30,2015	11480	Jul 10,2015	70
Hurtado Olvera, Martin	2149	Jun 30,2015	11479	Jul 10,2015	47
Jacobo Ramirez, Jose M	2156	Jun 30,2015	11484	Jul 10,2015	71
Justiniano Soto, Carlos R	2186	Jun 30,2015	11496	Jul 10,2015	48
Lara Amador, Vicente	2165	Jun 30,2015	11490	Jul 10,2015	49
Leon Hernandez, Ruben	2027	Jun 30,2015	11439	Jul 10,2015	72
Lopez Carrera, Modesto E	2028	Jun 30,2015	11440	Jul 10,2015	50
Lopez Carrera, Yreneo C	2025	Jun 30,2015	11437	Jul 10,2015	51
Lugo Morales, Gabriel	2120	Jun 30,2015	11459	Jul 10,2015	52
Luna Gonzalez, Luis A	2153	Jun 30,2015	11481	Jul 10,2015	53
Magallanes Hernandez, Carlos E	2116	Jun 30,2015	11455	Jul 10,2015	54
Martinez Arellano, Efrain	2055	Jun 30,2015	11450	Jul 10,2015	55
Martinez Arellano, Cesar	2034	Jun 30,2015	11446	Jul 10,2015	56
Martinez Cervantes, Manuel	2127	Jun 30,2015	11466	Jul 10,2015	57
Martinez Paulino, Jose	2073	Jun 30,2015	11452	Jul 10,2015	73
Mendoza Soto, Esteban	2119	Jun 30,2015	11458	Jul 10,2015	74
Pinon Rangel, Francisco J	2033	Jun 30,2015	11445	Jul 10,2015	75
Ramirez Chavez, Juan	2159	Jun 30,2015	11486	Jul 10,2015	58
Raya Tapia, Rodrigo	2164	Jun 30,2015	11489	Jul 10,2015	76
Rios Bautista, Mateo	2030	Jun 30,2015	11442	Jul 10,2015	59
Rodriguez Jaimes, Armando	2038	Jun 30,2015	11449	Jul 10,2015	60
Romero Arrendondo, Alejandro	2143	Jun 30,2015	11475	Jul 10,2015	77
Sanchez Villasenor, Alejandro	2036	Jun 30,2015	11447	Jul 10,2015	61
Sanchez Villasenor, Saul	2026	Jun 30,2015	11438	Jul 10,2015	62
Santoyo Castro, Ricardo	2170	Jun 30,2015	11494	Jul 10,2015	63
Silva Lopez, Jose L	2144	Jun 30,2015	11476	Jul 10,2015	X Jose Luis Silva Lopez 64

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Soto Gurrola, J Santos	2124	Jun 30,2015	11463	Jul 10,2015	
Tapia Barbosa, Aramnde	2142	Jun 30,2015	11474	Jul 10,2015	
Vargas Venegas, Alvaro	2141	Jun 30,2015	11473	Jul 10,2015	
Villasenor Vargas, Jose M	2169	Jun 30,2015	11493	Jul 10,2015	
Zavala Jaimes, Humberto	2056	Jun 30,2015	11451	Jul 10,2015	
Zavalz Almanza, Pedro	2161	Jun 30,2015	11488	Jul 10,2015	

MOYO 80✓
CARLOS S 80✓
NIÑO 80✓
EDRAS 80✓
FICO HARA 80✓
JAVIER CRUZ 80✓
VICTOR LOPEZ 80✓
FAVIAN 80✓
SAUL SANCHEL 80✓
ALEJANDRO SAN 80✓
ADAN 80✓
JEINER 80✓
ELISEO 80✓
JOSÉ D CRUZ 80✓
RUBEN LEON 80✓
DOMINGO PEREZ 80✓
IBAÑEZ 80✓
CUAJO 80✓
MATIAS JUAN 80✓
CHICHO 80✓
ELIAS 80✓
RICARDO LOP 80✓
VICENTE ZARA 80✓
CESAR 80✓
AMADEO 80✓
Salvador 80✓
Humberto 80✓
EUSEBIO 80✓
GRANDE 80✓

38

CABALLO 80✓
CAMILO 80✓
MARTIN 80✓
JAVIAN CRUZ 80✓
VICTOR LOPEZ 80✓
MOYO 80✓
JEINER 80✓
Domingo perez 80✓
NIÑO 80✓
FICO Hara 80✓
AMADEO 80✓
CESAR 80✓
RUBEN LEON 80✓
PAULINO 80✓
CHICHO 80✓
EDUARDO 80✓
DEMETRIO 80✓
Eusebio 80✓
Humberto 80✓
SAUL 80✓
FAVIAN 80✓
GRANDE 80✓
ALFREDO SILVA 80✓
ALEJANDRO S 80✓
CARLOS S 80✓
RICARDO SANTOYO 80✓
DARIO MORALES 80✓
FICO PITON 80✓
ALEJANDRO DOMERO 80✓
ANTONIO CRUZ P 80✓
ELIAS REYNOSO 80✓
PIGUI 80✓
LUIS LUNA 80✓
SALVADOR 80✓

Lonche: Junio 26,

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Arias, Baltazar	1006	Jul 07,2015	11661	Jul 17,2015	NO PAGA
Arias, Ricardo	2003	Jul 07,2015	11666	Jul 17,2015	Ricardo Arias
Asencion Flores, Eusebio	2135	Jul 07,2015	11700	Jul 17,2015	2
Carrera Cortez, Martin	2014	Jul 07,2015	11675	Jul 17,2015	3
Carrera Hernandez, Camilo	2183	Jul 07,2015	11705	Jul 17,2015	Camilo Carrera 4
Castaneda, Davic	2017	Jul 07,2015	11678	Jul 17,2015	5
Cruz Lopez, Javier	2104	Jul 07,2015	11690	Jul 17,2015	6
Cruz Perez, Antonio	2177	Jul 07,2015	11704	Jul 17,2015	7
Cruz, Delmar	2176	Jul 07,2015	11703	Jul 17,2015	8
Cruz, Jose D	2103	Jul 07,2015	11689	Jul 17,2015	9
Escovar, Jorge	2063	Jul 07,2015	11686	Jul 17,2015	Jorge Escobar 10
Gomez, Francisco J	2194	Jul 07,2015	11706	Jul 17,2015	
Hernandez Hernandez, Felix Arturo	2009	Jul 07,2015	11671	Jul 17,2015	NO PAGA
Hernandez Perez, Rufino	2105	Jul 07,2015	11691	Jul 17,2015	11
Hernandez, Agustin	2000	Jul 07,2015	11662	Jul 17,2015	NO PAGA
Hernandez, Brian H	2098	Jul 07,2015	11687	Jul 17,2015	NO PAGA
Hernandez, Fabian	2013	Jul 07,2015	11674	Jul 17,2015	Fabian Hernandez 12
Hernandez, Francisco	2022	Jul 07,2015	11682	Jul 17,2015	13
Ibanez, Francisco A	2004	Jul 07,2015	11667	Jul 17,2015	Francisco A. Ibañez 14
Jimenez Osornio, Jose Erick	2005	Jul 07,2015	11668	Jul 17,2015	Jose E Jimenez 15
Lara Amador, Reymundo	2019	Jul 07,2015	11680	Jul 17,2015	Reymundo Lara 16
Lopez Cruz, Ricardo	2106	Jul 07,2015	11692	Jul 17,2015	Ricardo Lopez 17
Lopez Cruz, Victor	2107	Jul 07,2015	11693	Jul 17,2015	18
Lopez, Ranulfo	2054	Jul 07,2015	11684	Jul 17,2015	19
Martinez Antonio, Valentin	2016	Jul 07,2015	11677	Jul 17,2015	20
Perez Lopez, Domingo	2102	Jul 07,2015	11688	Jul 17,2015	21
Perez Vasquez, Conrrado	2057	Jul 07,2015	11685	Jul 17,2015	22
Perez, Ramiro	2137	Jul 07,2015	11701	Jul 17,2015	23

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
Augustin Field					
Pinon, Jose L	2015	Jul 07,2015	11676	Jul 17,2015	NO PAGA
Ramirez, Lorenzo Domingo	2196	Jul 07,2015	11708	Jul 17,2015	
Ramirez, Matias	2139	Jul 07,2015	11702	Jul 17,2015	Matias Ramirez
Raya Garcia, Adan	2007	Jul 07,2015	11669	Jul 17,2015	ADAN RAYA
Raya, Jose	2112	Jul 07,2015	11696	Jul 17,2015	Jose Raya
Reynoso Rodriguez, Elias	2113	Jul 07,2015	11697	Jul 17,2015	
Reynoso Rodriguez, Jose L	2053	Jul 07,2015	11683	Jul 17,2015	JOSE LUIS REYNOSO
Reynoso, Adonias O	2114	Jul 07,2015	11698	Jul 17,2015	
Rodriguez Velasquez, Jeiner A	2111	Jul 07,2015	11695	Jul 17,2015	
Rodriguez Velasquez, Salvador B	2110	Jul 07,2015	11694	Jul 17,2015	
Santi Lopez, Carmelino	2021	Jul 07,2015	11681	Jul 17,2015	
Silva Llaguno, Andres	2011	Jul 07,2015	11673	Jul 17,2015	
Silva Llaguno, Carlos	2010	Jul 07,2015	11672	Jul 17,2015	Carlos Silva
Silva, Alfredo L	2001	Jul 07,2015	11663	Jul 17,2015	Alfredo Silva
Vargas Vargas, Octavio	2008	Jul 07,2015	11670	Jul 17,2015	Octavio
Vargas, Diego	2197	Jul 07,2015	11709	Jul 17,2015	
Vargas, Juan	2195	Jul 07,2015	11707	Jul 17,2015	
Velasquez, Esdras	2134	Jul 07,2015	11699	Jul 17,2015	LEFT
Velasquez, Leny	2018	Jul 07,2015	11679	Jul 17,2015	
Villasenor, Frediberto	2002	Jul 07,2015	11664	Jul 17,2015	NO PAGA

FRANCISCO Javier GOMEZ

Diego Vargas

Lorenzo Domingo R.

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Aguilar Caldera, Eliseo	2118	Jul 07,2015	11619	Jul 17,2015	
Aguilar Marques, Irineo	2123	Jul 07,2015	11624	Jul 17,2015	
Aguilar Soto, Trinidad	2132	Jul 07,2015	11633	Jul 17,2015	
Aponte Rodriguez, Daniel	2185	Jul 07,2015	11656	Jul 17,2015	
Aponte Rodriguez, Daniel	2185	Jul 14,2015	11765	Jul 17,2015	
Aponte Rodriguez, Johnny	2187	Jul 07,2015	11658	Jul 17,2015	
Aponte Rodriguez, Johnny	2187	Jul 14,2015	11767	Jul 17,2015	
Arias Maya, German	2031	Jul 07,2015	11605	Jul 17,2015	
Arroyo Alonso, Nicolas	2155	Jul 07,2015	11644	Jul 17,2015	Nicolas Arroyo Alonzo
Blanco Aguilar, Oscar J	2129	Jul 07,2015	11630	Jul 17,2015	
Cervantes Aguilar, Griseldo	2121	Jul 07,2015	11622	Jul 17,2015	
Cervantes Cumplido, Rafael	2130	Jul 07,2015	11631	Jul 17,2015	
Chargoy Escudero, Pedro	2140	Jul 07,2015	11634	Jul 17,2015	
Cruz Reyes, Carlos	2024	Jul 07,2015	11598	Jul 17,2015	Carlos Cruz Reyes
Cuellar Romero, Gustavo	2146	Jul 07,2015	11639	Jul 17,2015	
Cumplido Aguilar, Juan M	2126	Jul 07,2015	11627	Jul 17,2015	
De La Cruz Martinez, Eduardo	2037	Jul 07,2015	11610	Jul 17,2015	
De La Cruz Morales, Rogelio	2131	Jul 07,2015	11632	Jul 17,2015	
Del Angel Salas, Geovani de Jesus	2032	Jul 07,2015	11606	Jul 17,2015	
Elizondo Soto, Miguel A	2160	Jul 07,2015	11648	Jul 17,2015	
Flores Flores, David	2117	Jul 07,2015	11618	Jul 17,2015	
Galindo Cervantes, Honorato	2122	Jul 07,2015	11623	Jul 17,2015	
Galindo Cervantes, Juan E	2125	Jul 07,2015	11626	Jul 17,2015	
Galindo Reyes, Alfredo	2115	Jul 07,2015	11616	Jul 17,2015	
Garcia Cardos, Erick G	2157	Jul 07,2015	11646	Jul 17,2015	Erick Guadalupe Garcia Cardoza
Garcia Cervantes, Norberto	2128	Jul 07,2015	11629	Jul 17,2015	
Garcia Olarte, Demetrio	2081	Jul 07,2015	11615	Jul 17,2015	Demetrio Garcia Olarte
Garcia Ramiez, Omar	2166	Jul 07,2015	11652	Jul 17,2015	Omar G. R.

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Godinez Barcenas, Adan	2154	Jul 07,2015	11643	Jul 17,2015	
Gonzalez Jaimes, Amadeo	2029	Jul 07,2015	11603	Jul 17,2015	
Gonzalez Jaimes, Gaspar	2186	Jul 07,2015	11659	Jul 17,2015	
Gonzalez Jaimes, Gaspar	2188	Jul 14,2015	11768	Jul 17,2015	
Guillen Segovia, Armando	2166	Jul 07,2015	11653	Jul 17,2015	Armando Guillen S.
Hernandez Zavala, Luis A	2152	Jul 07,2015	11641	Jul 17,2015	
Hurtado Olvera, Martin	2149	Jul 07,2015	11640	Jul 17,2015	
Jacobo Ramirez, Jose M	2156	Jul 07,2015	11645	Jul 17,2015	José Manuel Jacobo Ramirez
Justiniano Soto, Carlos R	2186	Jul 07,2015	11657	Jul 17,2015	
Lara Amador, Vicente	2165	Jul 07,2015	11651	Jul 17,2015	
Leon Hernandez, Ruben	2027	Jul 07,2015	11601	Jul 17,2015	
Lopez Carrera, Modesto E	2028	Jul 07,2015	11602	Jul 17,2015	
Lopez Carrera, Yreneo C	2025	Jul 07,2015	11599	Jul 17,2015	
Lugo Morales, Gabriel	2120	Jul 07,2015	11621	Jul 17,2015	
Luna Gonzalez, Luis A	2153	Jul 07,2015	11642	Jul 17,2015	
Magallanes Hernandez, Carlos E	2116	Jul 07,2015	11617	Jul 17,2015	
Martinez Arellano, Efrain	2055	Jul 07,2015	11612	Jul 17,2015	
Martinez Arellano, Cesar	2034	Jul 07,2015	11608	Jul 17,2015	
Martinez Cervantes, Manuel	2127	Jul 07,2015	11628	Jul 17,2015	
Martinez Paulino, Jose	2073	Jul 07,2015	11614	Jul 17,2015	
Mendoza Soto, Esteban	2119	Jul 07,2015	11620	Jul 17,2015	
Pinon Rangel, Francisco J	2033	Jul 07,2015	11607	Jul 17,2015	Francisco Javier P.
Ramirez Chavez, Juan	2159	Jul 07,2015	11647	Jul 17,2015	
Raya Tapia, Rodrigo	2164	Jul 07,2015	11650	Jul 17,2015	
Rios Bautista, Mateo	2030	Jul 07,2015	11604	Jul 17,2015	
Rodriguez Jaimes, Armando	2038	Jul 07,2015	11611	Jul 17,2015	Armando Rodriguez
Romero Arrendondo, Alejandro	2143	Jul 07,2015	11637	Jul 17,2015	Alejandro Romero A.
Sanchez Villasenor, Alejandro	2036	Jul 07,2015	11609	Jul 17,2015	Alejandro Sanchez V.

Signature List By Crew

SUN VALLEY ORCHARDS LLC

Name	Id	Period Ending	Check #	Check Date	Signature
H2A H2A					
Sanchez Villasenor, Saul	2026	Jul 07,2015	11600	Jul 17,2015	Saúl Sanchez V 91
Santos Urquiza, Juan	2189	Jul 07,2015	11660	Jul 17,2015	97
Santos Urquiza, Juan	2189	Jul 14,2015	11769	Jul 17,2015	
Santoyo Castro, Ricardo	2170	Jul 07,2015	11655	Jul 17,2015	Ricardo Santoyo C. NO PAGA
Silva Lopez, Jose L	2144	Jul 07,2015	11638	Jul 17,2015	97
Soto Gurrola, J Santos	2124	Jul 07,2015	11625	Jul 17,2015	Armando Tapia Barbosa 95
Tapia Barbosa, Aramndo	2142	Jul 07,2015	11636	Jul 17,2015	Alvaro Vargas Vargas 96
Vargas Venegas, Alvaro	2141	Jul 07,2015	11635	Jul 17,2015	
Villasenor Vargas, Jose M	2169	Jul 07,2015	11654	Jul 17,2015	Humberto ZAVALA J 97
Zavala Jaimes, Humberto	2056	Jul 07,2015	11613	Jul 17,2015	NO PAGA
Zavalz Almanza, Pedro	2161	Jul 07,2015	11649	Jul 17,2015	

Gaspar Gonzalez
Carlos R Justiniano

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Tuesday, September 22, 2015 7:00 AM
To: csc-x.h-2aabs@dhs.gov; 'TLC, Chicago - ETA SVC'; Rafael.Distasio@dol.state.nj.us
Cc: 'russ'; 'Margie Koeber'; 'Lisa Justice'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
NJ___ State Workforce agency # 0994838
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

Sun Valley Orchards LLC is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker left without notice

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 9/20/15

4. Number of workers abandoned/terminated: 2
5. Workers Name: see below
Address: see below

6. DOL Case #: H-300 15106-786261

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2	Address
Sun Valley Orchards LLC	7/13/15	MTY	10/10/15	Herlindo	Hernandez	Perez	Sin nombre sr
Sun Valley Orchards LLC	7/13/15	MTY	10/10/15	Jose Rene	Lopez	Mendez	la piedad sn, Piedad

This information is being forwarded at the request of & on behalf of Sun Valley Orchard.

If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Friday, August 21, 2015 2:54 PM
To: csc-x.h-2aabs@dhs.gov; 'TLC, Chicago - ETA SVC'; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 25
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Carlos	Cruz	Reyes	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Demetrio	Garcia	Olarte	Domicilio C
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Eduardo	De La Cruz	Martinez	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Francisco Javier	Pinon	Rangel	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Geovani de Jesus	Del Angel	Salas	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Jose	Martinez	Paulino	Enrique Ro

Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Mateo	Rios	Bautista	
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Alfredo	Galindo	Reyes	C Sin Nomt
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Carlos Eduardo	Magallanes	Hernandez	Loc Los Ch
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	David	Flores	Flores	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Eliseo	Aguilar	Caldera	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Esteban	Mendoza	Soto	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Gabriel	Lugo	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Griseldo	Cervantes	Aguilar	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Honorato	Galindo	Cervantes	C Sin Nomt
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Irineo	Aguilar	Marquez	Buena c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	J Santos	Soto	Gurrola	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Ernesto	Galindo	Cervantes	C Sin Nomt
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Manuel	Cumplido	Aguilar	Loc Los Ali
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Manuel	Martinez	Cervantes	Loc Agua P
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Norberto	Garcia	Cervantes	C Sin Nomt
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Oscar Javier	Blanco	Aguilar	Loc Joyas c
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rafael	Cervantes	Cumplido	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rogelio	De La Cruz	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Trinidad	Aguilar	Soto	calle sin no

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal

Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Friday, August 21, 2015 2:49 PM
To: csc-x.h-2aabs@dhs.gov; 'TLC, Chicago - ETA SVC'; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'; margi@sunvalleyorchard.com
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned home for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 19
5. Workers Name: see below

6. DOL Case #: H-300-15157 SWA# 0994838

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Adan	Godinez	Barcenas
ddSun Valley Orchards LLC	6/1/15	NL	10/10/15	Alejandro	Romero	Arredondo
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Alvaro	Vargas	Venegas
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Armando	Tapia	Barbosa
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Dario	Morales	Acosta
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Erick Guadalupe	Garcia	Cardoso

Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Gustavo	Cuellar	Romero
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Jose Luis	Silva	Lopez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Jose Manuel	Jacobo	Ramirez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Juan	Ramirez	Chavez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Luis Alberto	Hernandez	Zavala
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Luis Antonio	Luna	Gonzalez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Martin	Hurtado	Olvera
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Miguel Angel	Elizondo	Soto
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Nicolas	Arroyo	Alonso
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Omar	Garcia	Ramirez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Pedro	Chargoy	Escudero
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Pedro	Zavala	Almanza
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Rodrigo	Raya	Tapia

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]
If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Tuesday, August 4, 2015 7:21 AM
To: 'russ'; 'Lisa Justice'; margi@sunvalleyorchard.com
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

See below

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Wednesday, June 17, 2015 3:39 PM
To: TLC.Chicago@dol.gov; csc-x.h-2aabs@dhs.gov; Rafael.Distasio@dol.state.nj.us
Cc: 'russ'; 'Margie Koeber'
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency # 0994838
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker resigned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 6/9/15

4. Number of workers abandoned/terminated: 5
5. Workers Name: see below
   Address: see below

6. DOL Case #: H-300-15106-786261

7. Employers Name: Sun Valley Orchards LLC
   Address: 29 Vestry Rd Swedesboro, NJ 08085
   Federal Id: PII [redacted]

Petition		Surnames	Status	State
WAC-15-152-51557	Jesus Alberto	Rojas Contreras	Crossed 6/3	GTO
WAC-15-152-51557	Joel	Rios Gomez	Crossed 6/3	GTO
WAC-15-152-51557	Jose Raul	Franco Vargas	Crossed 6/3	GTO
WAC-15-152-51557	Oscar	Martinez Vazquez	Crossed 6/3	GTO
WAC-15-152-51557	Tomas Alexis	Gutierrez Cisneros	Crossed 6/3	GTO

This information is being forwarded at the request of & on behalf of Sun Valley Orchard.

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Tuesday, August 4, 2015 7:21 AM
To: 'russ'; margi@sunvalleyorchard.com; 'Lisa Justice'
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

See below

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Thursday, May 07, 2015 10:08 AM
To: TLC.Chicago@dol.gov
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

Dear US DOL,
I forgot to include the case # H-300-15056-056255, see below.
Sorry for the inconvenience.

Thanks

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to

ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Thursday, May 07, 2015 9:59 AM
To: TLC.Chicago@dol.gov; csc-x.h-2aabs@dhs.gov; Rafael.Distasio@dol.state.nj.us
Cc: 'RUSS MARINO'; 'Theresa Ward'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker resigned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 5/7/15

4. Number of workers abandoned/terminated: 19
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Na
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Adrian	Vazquez	Desion
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Carlos	Cervantes	Ramirez
Sun Valley Orchards LLC	4/9/15	MTY	5/7/15	Celso	Grijalva	Ramos
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Cristian	Mendez	Hernand
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Delfino	Antonio	Reyes

Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Gustavo	Marquez	Perez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Hector Mishael	Garcia	Dominguı
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Hugo Leonel	Cinta	Tegoma
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Humberto	Dominguez	Cruz
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Ines	Hernandez	Sanchez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Isau	Santiago	Mendoza
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Javier	Juarez	Hernand
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Jose Manuel	Baltazar	Cheguez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Lucio	Rosales	Lopez
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Marcelo	Ortega	Vargas
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Marco Giovany	Maldonado	Maldona
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Marcos	Zavaleta	Hernand
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Tomas	Solano	Guerrerc
Sun Valley Orchards LLC	4/21/15	MTY	5/7/15	Venustiano	Sanchez	Dolores

If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: Warren Wicker <wwicker.nac@gmail.com>
Sent: Wednesday, June 17, 2015 3:39 PM
To: TLC.Chicago@dol.gov; csc-x.h-2aabs@dhs.gov; Rafael.Distasio@dol.state.nj.us
Cc: 'russ'; 'Margie Koeber'
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC

Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency # 0994838
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker resigned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 6/9/15

4. Number of workers abandoned/terminated: 5
5. Workers Name: see below
   Address: see below

6. DOL Case #: H-300-15106-786261

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

Petition		Surnames	Status	State
WAC-15-152-51557	Jesus Alberto	Rojas Contreras	Crossed 6/3	GTO
WAC-15-152-51557	Joel	Rios Gomez	Crossed 6/3	GTO
WAC-15-152-51557	Jose Raul	Franco Vargas	Crossed 6/3	GTO
WAC-15-152-51557	Oscar	Martinez Vazquez	Crossed 6/3	GTO
WAC-15-152-51557	Tomas Alexis	Gutierrez Cisneros	Crossed 6/3	GTO

This information is being forwarded at the request of & on behalf of Sun Valley Orchard.

If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: TLC, Chicago - ETA SVC <tlc.chicago@dol.gov>
Sent: Friday, August 21, 2015 4:01 PM
To: Warren Wicker
Subject: RE: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC, H27

Dear Sir or Madam,

Thank you for your email. The notice of abandoned/terminated workers that you have provided the US DOL has been received and will be placed on file.

Please note, that your e-mail to the U.S. DOL only satisfies the notice requirement for the U.S. DOL. For information about further notification requirements please contact the U.S. Citizenship and Immigration Services (USCIS) at www.uscis.gov or at its National Customer Service Center at 1-800-375-5283.

Sincerely,
Chicago National Processing Center

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please reply to the sender immediately that you have received the message and delete the material from any computer.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Friday, August 21, 2015 2:57 PM
To: TLC, Chicago - ETA SVC; csc-x.h-2aabs@dhs.gov; Rafael.Distasio@dol.state.nj.us
Subject: FW: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC, H27

H-300-15106-786261

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: TLC, Chicago - ETA SVC [mailto:tlc.chicago@dol.gov]
Sent: Friday, August 21, 2015 3:48 PM
To: Warren Wicker <wwicker.nac@gmail.com>
Subject: RE: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC, H27

Dear Sir/Madam,

Thank you for your email. However, we are unable to identify the case you are providing notice for. Please provide our office with the case number provided by the Chicago National Processing Center (H-xxx-xxxxx-xxxxxx).

Sincerely,
Chicago National Processing Center

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please reply to the sender immediately that you have received the message and delete the material from any computer.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Friday, August 21, 2015 1:49 PM
To: csc-x.h-2aabs@dhs.gov; TLC, Chicago - ETA SVC; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'; margi@sunvalleyorchard.com
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned home for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 19
5. Workers Name: see below

6. DOL Case #: H-300-15157 SWA# 0994838

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Adan	Godinez	Barcenas
ddSun Valley Orchards LLC	6/1/15	NL	10/10/15	Alejandro	Romero	Arredondo
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Alvaro	Vargas	Venegas

Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Armando	Tapia	Barbosa
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Dario	Morales	Acosta
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Erick	Garcia	Cardoso
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Guadalupe Gustavo	Cuellar	Romero
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Jose Luis	Silva	Lopez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Jose Manuel	Jacobo	Ramirez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Juan	Ramirez	Chavez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Luis Alberto	Hernandez	Zavala
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Luis Antonio	Luna	Gonzalez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Martin	Hurtado	Olvera
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Miguel Angel	Elizondo	Soto
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Nicolas	Arroyo	Alonso
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Omar	Garcia	Ramirez
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Pedro	Chargoy	Escudero
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Pedro	Zavala	Almanza
Sun Valley Orchards LLC	6/1/15	NL	10/10/15	Rodrigo	Raya	Tapia

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]
If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: TLC, Chicago - ETA SVC <tlc.chicago@dol.gov>
Sent: Friday, August 21, 2015 3:51 PM
To: Warren Wicker
Subject: RE: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC, H27

Dear Sir or Madam,

Thank you for your email. The notice of abandoned/terminated workers that you have provided the US DOL has been received and will be placed on file.

Please note, that your e-mail to the U.S. DOL only satisfies the notice requirement for the U.S. DOL. For information about further notification requirements please contact the U.S. Citizenship and Immigration Services (USCIS) at www.uscis.gov or at its National Customer Service Center at 1-800-375-5283.

Sincerely,
Chicago National Processing Center

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please reply to the sender immediately that you have received the message and delete the material from any computer.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Friday, August 21, 2015 1:54 PM
To: csc-x.h-2aabs@dhs.gov; TLC, Chicago - ETA SVC; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 25
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Carlos	Cruz	Reyes	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Demetrio	Garcia	Olarte	Domicilio C
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Eduardo	De La Cruz	Martinez	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Francisco Javier	Pinon	Rangel	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Geovani de Jesus	Del Angel	Salas	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Jose	Martinez	Paulino	Enrique Ro
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Mateo	Rios	Bautista	
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Alfredo	Galindo	Reyes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Carlos Eduardo	Magallanes	Hernandez	Loc Los Ch
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	David	Flores	Flores	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Eliseo	Aguilar	Caldera	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Esteban	Mendoza	Soto	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Gabriel	Lugo	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Griseldo	Cervantes	Aguilar	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Honorato	Galindo	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Irineo	Aguilar	Marquez	Buena c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	J Santos	Soto	Gurrola	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Ernesto	Galindo	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Manuel	Cumplido	Aguilar	Loc Los Ali
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Manuel	Martinez	Cervantes	Loc Agua P
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Norberto	Garcia	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Oscar Javier	Blanco	Aguilar	Loc Joyas c
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rafael	Cervantes	Cumplido	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rogelio	De La Cruz	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Trinidad	Aguilar	Soto	calle sin no

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

If any additional information is needed, please contact me directly.

Thank you,

Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: TLC, Chicago - ETA SVC <tlc.chicago@dol.gov>
Sent: Friday, August 21, 2015 3:51 PM
To: Warren Wicker
Subject: RE: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC, H27

Dear Sir or Madam,

Thank you for your email. The notice of abandoned/terminated workers that you have provided the US DOL has been received and will be placed on file.

Please note, that your e-mail to the U.S. DOL only satisfies the notice requirement for the U.S. DOL. For information about further notification requirements please contact the U.S. Citizenship and Immigration Services (USCIS) at www.uscis.gov or at its National Customer Service Center at 1-800-375-5283.

Sincerely,
Chicago National Processing Center

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please reply to the sender immediately that you have received the message and delete the material from any computer.

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Friday, August 21, 2015 1:54 PM
To: csc-x.h-2aabs@dhs.gov; TLC, Chicago - ETA SVC; Rafael.Distasio@dol.state.nj.us
Cc: 'Lisa Justice'; 'russ'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC____ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: workers returned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 8/8/15

4. Number of workers abandoned/terminated: 25
5. Workers Name: see below
   Address: see below

6. DOL Case #: see below

Client Name	Process Date	Consulate	End Date	First Name	Last Name	Last Name 2	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Carlos	Cruz	Reyes	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Demetrio	Garcia	Olarte	Domicilio C
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Eduardo	De La Cruz	Martinez	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Francisco Javier	Pinon	Rangel	
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Geovani de Jesus	Del Angel	Salas	
Sun Valley Orchards LLC	4/21/15	MTY	10/10/15	Jose	Martinez	Paulino	Enrique Ro
Sun Valley Orchards LLC	4/9/15	MTY	10/10/15	Mateo	Rios	Bautista	
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Alfredo	Galindo	Reyes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Carlos Eduardo	Magallanes	Hernandez	Loc Los Ch
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	David	Flores	Flores	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Eliseo	Aguilar	Caldera	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Esteban	Mendoza	Soto	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Gabriel	Lugo	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Griseldo	Cervantes	Aguilar	C sin nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Honorato	Galindo	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Irineo	Aguilar	Marquez	Buena c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	J Santos	Soto	Gurrola	c sin nombr
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Ernesto	Galindo	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Juan Manuel	Cumplido	Aguilar	Loc Los Ali
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Manuel	Martinez	Cervantes	Loc Agua P
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Norberto	Garcia	Cervantes	C Sin Nomb
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Oscar Javier	Blanco	Aguilar	Loc Joyas c
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rafael	Cervantes	Cumplido	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Rogelio	De La Cruz	Morales	calle sin no
Sun Valley Orchards LLC	5/20/15	MTY	10/10/15	Trinidad	Aguilar	Soto	calle sin no

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: TLC, Chicago - ETA SVC <tlc.chicago@dol.gov>
Sent: Tuesday, September 22, 2015 2:32 PM
To: Warren Wicker
Subject: RE: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC, H38 CNPC Ticket # 8072

Dear Sir or Madam,

Thank you for your email. The notice of abandoned/terminated workers that you have provided the US DOL has been received and will be placed on file.

Please note, that your e-mail to the U.S. DOL only satisfies the notice requirement for the U.S. DOL. For information about further notification requirements please contact the U.S. Citizenship and Immigration Services (USCIS) at www.uscis.gov or at its National Customer Service Center at 1-800-375-5283.

Sincerely,
Chicago National Processing Center

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please reply to the sender immediately that you have received the message and delete the material from any computer.

**********ORIGINAL INQUIRY**********

From: Warren Wicker [mailto:wwicker.nac@gmail.com]
Sent: Tuesday, September 22, 2015 6:00 AM
To: csc-x.h-2aabs@dhs.gov; TLC, Chicago - ETA SVC; Rafael.Distasio@dol.state.nj.us
Cc: 'russ'; 'Margie Koeber'; 'Lisa Justice'
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC
Importance: High

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency # 0994838
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC___ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker left without notice

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 9/20/15

4. Number of workers abandoned/terminated: 2
5. Workers Name: see below
   Address: see below

6. DOL Case #: H-300-15106-786261

7. Employers Name: Sun Valley Orchards LLC
   Address: 29 Vestry Rd Swedesboro, NJ 08085
   Federal Id: PII [redacted]

Client Name Process Date Consulate End Date First Name Last Name Last Name 2 Address City State Zip Phone Phone2 Passport Passport Date DOB Status In Petition

Sun Valley Orchards LLC 7/13/15 MTY 10/10/15 Herlindo Hernandez Perez Sin nombre sn Las Margarita CHIS 0 963 110 7242 963 104 3539 [redacted] Crossed 7/15 WAC-15-152-51557

Sun Valley Orchards LLC 7/13/15 MTY 10/10/15 Jose Rene Lopez Mendez la piedad sn, Piedad Chiapas CHIS 00000 963 110 7242 963 104 3539 [redacted] Crossed 7/15 WAC-15-152-51557

This information is being forwarded at the request of & on behalf of Sun Valley Orchard.

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this

electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

From: TLC, Chicago - ETA SVC <tlc.chicago@dol.gov>
Sent: Wednesday, June 17, 2015 4:39 PM
To: wwicker.nac@gmail.com
Subject: DOL, USCIS, SWA Worker Notification- Returning to Mexico- Sun Valley Orchards LLC,H23 CNPC Ticket # 881

Dear Sir/Madam,

Thank you for your e-mail. The notice of abandonment/terminated workers that you have provided the U.S. Department of Labor (DOL) has been received and will be placed on file.

Please note, that your e-mail to the U.S. DOL only satisfies the notice requirement for the U.S. DOL. If the worker who abandons or is terminated from the job is in H-2A visa status, the employer is also subject to the Department of Homeland Security's United States Citizenship and Immigration Services (USCIS) notification requirements. For information about USCIS notification requirements please contact USCIS at www.uscis.gov or at its National Customer Service Center at 1-800-375-5283.

Sincerely,

Chicago National Processing Center

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please reply to the sender immediately that you have received the message and delete the material from any computer.

**********ORIGINAL INQUIRY**********

United States Departments of Labor /ETA/ OFLC
__NJ__ State Workforce agency # 0994838
USCIS

ATTN: H2 Program Unit

Re: Employment-Related Notification

To Whom It May Concern,

__Sun Valley Orchards LLC___ is hereby notifying the United States Department of Labor (USDOL) of the failure to show up for work, finishing work 30 days early, termination, or leaving work with or without notice as required by 655.122 (N).

1. The reason for the notification: worker resigned for personal reasons

2. US or H2A worker: H-2A

3. Date Worker left, or their absence was confirmed: 6/9/15

4. Number of workers abandoned/terminated: 5
5. Workers Name: see below
   Address: see below

6. DOL Case #: H-300-15106-786261

7. Employers Name: Sun Valley Orchards LLC
Address: 29 Vestry Rd Swedesboro, NJ 08085
Federal Id: PII [redacted]

Petition	Surnames	Status	State
WAC-15-152-51557	Jesus Alberto Rojas Contreras	Crossed 6/3	GTO
WAC-15-152-51557	Joel Rios Gomez	Crossed 6/3	GTO
WAC-15-152-51557	Jose Raul Franco Vargas	Crossed 6/3	GTO
WAC-15-152-51557	Oscar Martinez Vazquez	Crossed 6/3	GTO
WAC-15-152-51557	Tomas Alexis Gutierrez Cisneros	Crossed 6/3	GTO

This information is being forwarded at the request of & on behalf of Sun Valley Orchard.

If any additional information is needed, please contact me directly.

Thank you,
Warren Wicker
National Agriculture Consultants LLC
685 US Hwy 15-501
Carthage NC 28327
Ph: 910-947-6004
Fx: 910-947-6006

This e-mail message is a confidential communication from National Agricultural Consultants LLC aka NAC. The information contained in this electronic communication, and any attachments thereto, is privileged and confidential and intended solely for use by the addressee(s). Any other use, dissemination, or copying of this electronic communication is strictly prohibited and is a tortious interference with our confidential business relationships. If this was erroneously sent to you, please notify me immediately and permanently delete the original and any electronic or printed copies of this electronic communication. Disclaimer: Information, Not Legal Advice. We do not intend this information to be legal advice. By providing this information, we are not acting as a lawyer. Sometimes the laws change. We cannot promise that this information is always up-to-date and correct. Although we have gone to great lengths to ensure the information contained in this email is accurate and useful, we recommend you consult an attorney for professional assurance that our information and your interpretation of it is appropriate to your particular situation.

H2A

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

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

I-129, Petition for a Nonimmigrant Worker

START HERE - Type or print in black ink.

Part 1. Petitioner Information

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

1. Legal Name of Employer:

a. Last Name *(Family Name)*: N/A

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

c. Full Middle Name: N/A

2. Company or Organization:

Name of Company or Organization: Sun Valley Orchards LLC

3. Mailing Address:

a. C/O: *(In Care Of, if any)*: National Agricultural Consultants LLC

b. Street Number and Name: 685 US Hwy 15 501

c. Suite/Apt. Number:

d. City: Carthage

e. State/Province: NC

f. Country: USA

g. Zip/Postal Code: 28327

h. Telephone Number (include area code) *(Do not leave spaces or type any special characters)*: 910-947-6004

i. E-Mail Address: tward.nac@gmail.com

j. Federal Employer Identification Number: PII [redacted]

k. Individual Tax Number: N/A

l. Social Security Number: N/A

Receipt

03/18/2015 WAC-15-113-51136 WACHTOO1

C30046

Class: H2A
# of Workers: 40
Job Code: 500
Validity Dates:
From: 4-13-15
To: 10-10-15

☑ **Classification Approved**
☑ Consulate/POE/PFI Notified
At Montgomery, Mex
☐ Extension Granted
☐ COS/Extension Granted

Partial Approval *(explain)*

Action Block

U.S. Department of Homeland Security
APPROVED
MAR 2 [illegible] 2015
U.S. Citizenship and Immigration Services

Form I-129 (10/07/11) Y

DOL02301

PX 40 Page 1217

AR - 3893

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

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

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

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

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

N/A

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

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

5. **Total number of workers in petition** *(See instructions relating to when more than one worker can be included.):* 40

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

1. If an Entertainment Group, Give the Group Name

N/A

a. Family Name *(Last Name)* | b. Given Name *(First Name)* | c. Full Middle Name

N/A | N/A | N/A

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

N/A | N/A | N/A

e. Date of Birth *(mm/dd/yyyy)* | f. Gender | g. U.S. Social Security Number *(if any)* | h. A-Number *(if any)*

N/A | ☐ Male ☐ Female | N/A | A- N/A

i. Country of Birth | j. Province of Birth | k. Country of Citizenship

N/A | N/A | N/A

2. If in the United States, complete the following:

a. Date of Last Arrival *(mm/dd/yyyy)* | b. I-94 Number *(Arrival/Departure Document)* | c. Current Nonimmigrant Status

N/A | N/A | N/A

d. Date Status Expires *(mm/dd/yyyy) or D/S* | e. Student & Exchange Visitor Information System (SEVIS) Number *(if any)* | f. Employment Authorization Document (EAD) Number *(if any)*

N/A | N/A | N/A

g. Passport Number | h. Date Passport Issued *(mm/dd/yyyy)* | i. Date Passport Expires *(mm/dd/yyyy)*

N/A | N/A | N/A

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

N/A

Part 4. Processing Information

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

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

b. Office Address *(City)* | c. U.S. State or Foreign Country

Monterrey | Mexico

d. Beneficiary's Foreign Address

Various address in Mexico

Part 4. Processing Information *(Continued)*

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

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

3. Are you filing any other petitions with this one? ☒ No ☐ Yes - How many? [ ]

4. Are applications for replacement/initial I-94s being filed with this petition? ☒ No ☐ Yes - How many? [ ]

5. Are applications by dependents being filed with this petition? ☒ No ☐ Yes - How many? [ ]

6. Is any beneficiary in this petition in removal proceedings? ☒ No ☐ Yes - explain on **Page 7, Part 9**

7. Have you ever filed an immigrant petition for any beneficiary in this petition? ☒ No ☐ Yes - explain on **Page 7, Part 9**

8. If you indicated you were filing a new petition in **Part 2** within the past 7 years, has any beneficiary in this petition:

a. Ever been given the classification you are now requesting? ☒ No ☐ Yes - explain on **Page 7, Part 9**

b. Ever been denied the classification you are now requesting? ☒ No ☐ Yes - explain on **Page 7, Part 9**

9. Have you ever previously filed a petition for this beneficiary? ☒ No ☐ Yes - explain on **Page 7, Part 9**

10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year? ☒ No ☐ Yes - explain on **Page 7, Part 9**

11a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor? ☒ No ☐ Yes

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

N/A

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

1. Job Title

Farmworker; Diversified

2. LCA or ETA Case Number

H-300-15056-056255

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

Swedesboro NJ in Glouchester County and surrounding areas.

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

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

6. Will the beneficiary(ies) work exclusively in the CNMI? [X] No [ ] Yes

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

8. Wages per week or per year:
$451.60

9. Other Compensation *(Explain)*
Free Housing and Conditional Transportation Reimbursement

10. Dates of intended employment *(mm/dd/yyyy)*: From: 04/13/2015 To: 10/10/2015

11. Type of Business
farmer

12. Year Established	13. Current Number of Employees in the U.S.	14. Gross Annual Income	15. Net Annual Income
1922	10	7,500,000	4,500,000

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

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

Check Box 1 or Box 2 as appropriate:

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

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

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

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

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

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

* **Signature** [signature]

Daytime Phone Number *(Area/Country Code)*

Print Name
Russell Marino Jr

Date *(mm/dd/yyyy)*
03/10/2015

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

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

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

Signature [signature]

Daytime Phone Number *(Area/Country Code)*
910-947-6004

Print Name
Theresa Ward

Date *(mm/dd/yyyy)*
03/10/2015

Firm Name and Address

National Agricultural Consultants LLC
685 US Hwy 15-501
Carthage NC 28327

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

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

H Classification
Supplement to Form I-129

1. Name of the petitioner

Sun Valley Orchards LLC

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

40 unnamed workers

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

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

Subject's Name	Period of Stay *(mm/dd/yyyy)* From	To
See attached documentation if applicable		

4. Classification sought *(Check one)*

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

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

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

1. Describe the proposed duties

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

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

1. Employment is: *(Check one)*

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

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

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

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

Sun Valley Orhards LLC grows various vegetables. Sun Valley's season begin in April once the ground is no longer frozen. If the ground is frozen Sun Valley is unable to plant their vegetable plants. From April until October the workers are planting, cultivating, harvesting, and performing post harvest field clean up. During the months of October through March none of the crops that Sun Valley's grows will survive outside.

Employer has complied with all requirements placed on them by the US Dept of Labor. It is general knowledge that all crops are seasonal in nature. They all must be planted, cultivated, and harvested within a certain time frame in order to maintain the highest level of quality for that specific crop. There are warm season and cool season crops, dependent upon certain temperatures of the air and ground. But they all have a distinct growing season of which must be adhered to for an optimum yield.

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

Name of country(ies):

Mexico

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

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

All Other Names Used:

N/A

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

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

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

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

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

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

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

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

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

Name: CSI

Address: Venustiano Carranza #500 Local 52 N, Col Centro Monterrey, NL

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

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

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

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

If "Yes," When? _____

Receipt Number: _____

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

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

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

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

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

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

Part A. Petitioner:

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

* Signature of Petitioner	Print or Type Name	Date *(mm/dd/yyyy)*
	Russell Marino Jr	03/16/2015

Part B. Employer who is not the petitioner:

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

* Signature of Employer	Print or Type Name	Date *(mm/dd/yyyy)*
	Russell Marino Jr	03/16/2015

Part C. Joint Employers:

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

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

From: russ
To: Perez, Jose L - WHD; "Lisa Justice"
Cc: Risko, Steven - WHD; Mooney, James F - WHD
Subject: RE: Sun Valley Orchards
Date: Monday, September 28, 2015 2:31:41 PM
Attachments: image001.png

No problem, but i thought that would've been the thing we did.....

Sent from my Sprint Samsung Galaxy S® 6.

-------- Original message --------
From: "Perez, Jose L - WHD" <Perez.Jose@dol.gov>
Date: 9/28/2015 1:23 PM (GMT-05:00)
To: "'russ@sunvalleyorchard.com'" <russ@sunvalleyorchard.com>, 'Lisa Justice' <lisa@sunvalleyorchard.com>
Cc: "Risko, Steven - WHD" <Risko.Steven@dol.gov>, "Mooney, James F - WHD" <Mooney.James@dol.gov>
Subject: Sun Valley Orchards

Good Afternoon Mr. Marino Jr,

As part of the ongoing investigation we are requesting the following items:

<!--[if !supportLists]-->1. <!--[endif]-->All time and payroll records for H2A and domestic workers for 2015 season.

<!--[if !supportLists]-->2. <!--[endif]-->List of all employees (H2A and domestic workers) for 2015 season: first and last name, address, known phone # (if any), start/end date of employment, and position held.

Please let me know if the following items will be made available to be picked up from your office by Tuesday October 6th, thank you

Jose L. Perez

Wage and Hour Investigator

U.S. Department of Labor

Wage and Hour Division

3131 Princeton Pike

Building 5 - Room 216

Lawrenceville, NJ 08648

(609)895-8534 (office & fax)

(609)349-3988 (blackberry)

perez.jose@dol.gov

****WARNING****

The attached information may be confidential. It is intended only for the addressee(s) identified above. If you are not the addressee(s), or an employee or agent of the addressee(s), please note that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please destroy and/or permanently delete the information and notify the sender of the error.

Mi nombre es PEDRO ZAVALA ALMANZA. Creo que queda renunciar a mi trabajo con ZVQ (nombre de la granja). Reconozco que me han ofrecido trabajo adicional para el resto de mi contrato, sin embargo, renunciar a la razón a continuación. . Entiendo que estoy es requerido por la ley federal para regresar a su hogar inmediatamente y organismos del Gobierno de US será notificado. Estoy enfermo o ME han resultado heridos.

____ Tengo que volver a mi país porque un miembro de la familia está enfermo o lesionado, ha muerto.

____ Tengo que volver a mi país con azada por motivos personales.

____ QUIERO dejar mi trabajo.

_X_ Trabajo ha disminuido, y me gustaría volver a casa.

____ Otros: _____

_____

Nombre en letra de imprenta: PEDRO ZAVALA ALMANZA

Firma: Pedro Z.A Que Fecha: 8/6-15

nombre del testigo: ELISS MARTIN JR

_____ Esperar a regresar a mi trabajo una vez que ya he acabado mi inesperado. Entiendo que tengo que estar en contacto con mi empleador durante mi ausencia. Espero volver en: _____. Entiendo que si no lo hago, mi renuncia es efecto hoy, y los US Agencias de gobierno será notificado.

PX 42

DOL03847

Respondent's Volume 1

(RX 1 – 9)

Respondent's Exhibit List

RX 1	Utility bills paid by Sun Valley for the kitchen facility (Ex. R1 to Respondent's Motion for Summary Decision [RMSD]); pp. 1-11
RX 2	New Jersey Department of Labor Camp Inspection Reports and WHD Housing Occupancy Certificates for Sun Valley housing (RMSD Ex. 5); pp. 12-27
RX 3	Repair records for Sun Valley vans (RMSD Ex. 4); pp. 28-37
RX 4	Calculation of hours worked for 6 workers (RMSD Ex. 3); pg. 38
RX 5	Federal Register notice dated February 23, 2015 setting 2015 DOL meal charge amount; 80 Fed. Reg. 9482; pp. 39-40
RX 6	Weekly ShopRite circular showing cost of bottles of Corona (RMSD Ex. 2); pg. 41
RX 7	USDA meal plan cost calculation table for April 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 42
RX 8	USDA meal plan cost calculation table for September 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 43
RX 9	Administrator's 5/22/2017 Responses to First Set of Interrogatories; pp. 44-58[2]
RX 10	Administrator's 5/22/2017 Responses to First Set of Requests for Admissions; pp. 74-82
RX 11	Agustin Hernandez deposition transcript excerpts; pp. 83-128
RX 12	Russell Marino, Jr. deposition transcript excerpts; pp. 129-151
RX 13	Joseph Marino deposition transcript excerpts; pp. 152-185
RX 14	Hugo Leonel Cinta Tegoma deposition transcript excerpts; pp. 186-209
RX 15	Carlos Cervantes Ramirez deposition transcript excerpts; pp. 210-231
RX 16	Hector Mishel Garcia Dominguez deposition transcript excerpts; pp. 232-260
RX 17	Jose Luis Silva Lopez deposition transcript excerpts; pp. 261-276
RX 18	Miguel Angel Elizondo Soto deposition transcript excerpts; pp. 277-295
RX 19	Dario Morales Acosta deposition transcript excerpts; pp. 296-311
RX 20	Notice of Determination (DOL 00006-13); pp. 312-319
RX 21	WHISARD Compliance Action Report 2015 (DOL 00014-17); pp. 320-323
RX 22	Excerpt from report by WHI Jose L. Perez (DOL 00052); pg. 324
RX 23	WHISARD Compliance Action Report 2013 (DOL 00104); pg. 325
RX 24	Back wage calculation, week-by-week (DOL 00144-159) (redacted); pp. 326-341
RX 25	Excerpt of English translation of statement of Hector M. Garcia Dominguez (DOL 00228); pg. 342[3]
RX 26	Results of drinking water tests for SVO housing (DOL 00331-334); pp. 343-346
RX 27	Letter from USDA FSA County Exec. Director dated Aug. 4, 2015 (DOL 00457); pg. 347
RX 28	Photographs of drinking water on trucks in Sun Valley fields (DOL 01866-1868); pp. 348-350
RX 29	Photograph of incomplete early departure form (DOL 01945); pg. 351
RX 30	Back wage calculation summary (DOL 02128); pg. 352

[2] By agreement of the parties, pages 59-73 of the Administrator's Response will be excluded, as they include the names and personal contact information of Sun Valley's H-2A employees for the 2015 season. The names of the employees are separately provided in the parties' Joint Disclosures, so the inclusion of their personal information here is unnecessary.

[3] By agreement of the parties, page 342a will be added as the second page of the English translation of that statement, in the interests of completeness and context.

TYPE INSPECTION	
	PRE OCC
	POST OCC
	SPECIAL
CAMP NUMBER	

Camp Inspection Report

State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
PO Box 389
Trenton New Jersey 08625-0389
609-292-2305

LOCATION DATA	
TOWNSHIP	S. Harrison
COUNTY	Gl.

POST IN A CONSPICUOUS LOCATION

NAME OF CAMP OWNER/OPERATOR: Russell J. Morina

TRADE NAME: Sun Valley Orchards

OWNER/OPERATOR ADDRESS: BO Vestry Rd. Swedesboro NJ. 8085

NAME OF OWNER REPRESENTATIVE: Russell J. Morina

OCCUPANTS		MAXIMUM HOUSED
NONE		
ADULT MALE		
ADULT FEMALE		
Minors	0-5	
	6-11	
	12-15	
Total		LEGAL 136 / ACTUAL 136

CROP/ACTIVITY		LABOR SOURCE		MONTHS HOUSED			
TRUCK	X	CREW		JAN		JULY	X
POTATO		WALK-IN	X	FEB		AUG	X
ORCHARD	X	CONTRACT	X	MAR	X	SEPT	X
FOOD PROC.		DAY HAUL		APR.	X	OCT	X
NURSERY		NUMBER BUILDINGS: 2		MAY	X	NOV	X
BLUEBERRY				JUNE	X	DEC	
OTHER				YEAR – ROUND			

INSPECTION CHECK LIST WAGNER-PEYSER HOUSING REQUIRMENTS		Appears at time of inspection Acceptable/Unacceptable	If the following conditions are not corrected in a timely manner, referrals to appropriate Regulatory Authorities will be made:
1	Housing Site		
2	Water ☒ Private ☐ Munic.	X	By South Jersey Water Test
3	Waste Disposal		
4	Housing		
5	Screening		
6	Heating		
7	Electric		
8	Toilets		Camp on 321 R. 45 S. Harrison Twp
9	Bathing, Laundry		
10	Cooking		
11	Garbage Refuse		
12	Rodent Control		
13	Sleeping Facilities		
14	Fire Safety		
Conditions to be corrected by:			
Date			

Person Served: Russell J Morina (Print Name) Date/Time Served 8-25-15

Inspector: A. Cerino (Print Name) H. C. (Signature) Date of Inspection 8-25-15

AR - 3908

ORIGINIAL – FILE PINK – FARM YELLOW – USDOL

collection of information that does not display a valid Control Number. *See* 5 CFR 1320.5(a) and 1320.6. The DOL obtains OMB approval for this information collection under Control Number 1205–0398.

OMB authorization for an ICR cannot be for more than three (3) years without renewal, and the current approval for this collection is scheduled to expire on February 28, 2015. The DOL currently seeks to extend PRA authorization for this information collection, without any change to existing requirements. The DOL notes that existing information collection requirements submitted to the OMB receive a month-to-month extension while they undergo review. For additional substantive information about this ICR, see the related notice published in the **Federal Register** on September 10, 2014 (79 FR 53786).

Interested parties are encouraged to send comments to the OMB, Office of Information and Regulatory Affairs at the address shown in the **ADDRESSES** section within thirty (30) days of publication of this notice in the **Federal Register**. In order to help ensure appropriate consideration, comments should mention OMB Control Number 1205–0398. The OMB is particularly interested in comments that:

- Evaluate whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;
- Evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used;
- Enhance the quality, utility, and clarity of the information to be collected; and
- Minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, *e.g.*, permitting electronic submission of responses.

Agency: DOL–ETA.

Title of Collection: Planning Guidance and Instructions for Strategic State Plan and Plan Modifications Submission for Workforce Investment Act Title I and Wagner-Peyser Act.

OMB Control Number: 1205–0398.

Affected Public: State, Local, and Tribal Governments.

Total Estimated Number of Respondents: 10.

Total Estimated Number of Responses: 10.

Total Estimated Annual Time Burden: 400 hours.

Total Estimated Annual Other Costs Burden: $0.

Authority: 44 U.S.C. 3507(a)(1)(D).

Dated: February 12, 2015

Michel Smyth,

Departmental Clearance Officer.

[FR Doc. 2015–03561 Filed 2–20–15; 8:45 am]

BILLING CODE 4510–FN–P

DEPARTMENT OF LABOR

Employment and Training Administration

Labor Certification Process for the Temporary Employment of Aliens in Agriculture in the United States: 2015 Allowable Charges for Agricultural Workers' Meals and Travel Subsistence Reimbursement, Including Lodging

AGENCY: Employment and Training Administration, Department of Labor.

ACTION: Notice.

SUMMARY: The Employment and Training Administration (ETA) of the Department of Labor (Department) is issuing this Notice to announce (1) the allowable charges for 2015 that employers seeking H–2A workers may charge their workers when the employer provides three meals a day, and (2) the maximum travel subsistence meal reimbursement that a worker with receipts may claim in 2015. The Notice also includes a reminder regarding employers' obligations with respect to overnight lodging costs as part of required subsistence.

DATES: *Effective Date:* This notice is effective on February 23, 2015.

FOR FURTHER INFORMATION CONTACT: William W. Thompson, Acting Administrator, Office of Foreign Labor Certification (OFLC), U.S. Department of Labor, Room C–4312, 200 Constitution Avenue NW., Washington, DC 20210. Telephone: 202–693–3010 (this is not a toll-free number).

SUPPLEMENTARY INFORMATION:

The United States (U.S.) Citizenship and Immigration Services of the Department of Homeland Security will not approve an employer's petition for the admission of H–2A nonimmigrant temporary agricultural workers in the U.S. unless the petitioner has received from the Department an H–2A labor certification. The H–2A labor certification provides that: (1) there are not sufficient U.S. workers who are able, willing, and qualified, and who will be available at the time and place needed to perform the labor or services involved in the petition; and (2) the employment of the foreign worker(s) in such labor or services will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. 8 U.S.C. 1101(a)(15)(H)(ii)(a), 1184(c)(1), and 1188(a); 8 CFR 214.2(h)(5).

Allowable Meal Charge

Among the minimum benefits and working conditions that the Department requires employers to offer their U.S. and H–2A workers are three meals a day or free and convenient cooking and kitchen facilities. 20 CFR 655.122(g). Where the employer provides the meals, the job offer must state the charge, if any, to the worker for such meals. *Id.*

The Department provides, at 20 CFR 655.173(a), the methodology for determining the maximum amounts that H–2A agricultural employers may charge their U.S. and foreign workers for providing them with three meals per day during employment. This methodology provides for annual adjustments of the previous year's maximum allowable charge based upon updated Consumer Price Index (CPI) data. The maximum charge allowed by 20 CFR 655.173(a) is adjusted by the same percentage as the 12-month percent change in the CPI for all Urban Consumers for Food (CPI–U for Food).[1] The OFLC Certifying Officer may also permit an employer to charge workers a higher amount for providing them with three meals a day, if the higher amount is justified and sufficiently documented by the employer, as set forth in 20 CFR 655.173(b).

The Department has determined that the percentage change between December of 2013 and December of 2014 for the CPI–U for Food was 2.4 percent. Accordingly, the maximum an employer is allowed to charge under 20 CFR 655.122(g) shall be no more than $11.86 per day, unless the OFLC Certifying Officer approves a higher charge for a specific employer as authorized under 20 CFR 655.173(b).

Reimbursement for Daily Travel Subsistence

The regulations at 20 CFR 655.122(h) establish that the minimum daily travel subsistence expense for meals, to which a worker is entitled to reimbursement, must be at least as much as the employer would charge for providing the worker with three meals a day during employment (if applicable), but in no event less than the amount

[1] Consumer Price Index—December 2014, published January 16, 2015 at *http://data.bls.gov/pdq/SurveyOutputServlet*

prescribed under § 655.173(a), *i.e.* the rate annually adjusted by the 12-month percentage change in CPI–U for food.

The Department determines the reasonable meals component of the daily travel subsistence expense on the Standard Continental United States (CONUS) per diem rate as established by the General Services Administration (GSA) at 41 CFR part 301 (formerly published in Appendix A, and now found at *www.gsa.gov/perdiem*). The CONUS minimum meals component remains $46.00 per day for 2015. Workers who qualify for travel reimbursement are entitled to reimbursement for meals up to the CONUS meal rate when they provide receipts. In determining the appropriate amount of reimbursement for meals for less than a full day, the employer may provide for meal expense reimbursement, with receipts, to 75 percent of the maximum reimbursement for meals of $34.50, as provided for in the GSA per diem schedule. If a worker has no receipts, the employer is not obligated to reimburse above the minimum stated at 20 CFR 655.173(a) as specified above.

The term "subsistence" includes both meals and lodging during travel to and from the worksite. Therefore, an employer is responsible for providing (either paying in advance or reimbursing a worker) the reasonable costs of transportation and daily subsistence between the employer's worksite and the place from which the worker comes to work for the employer, if the worker completes 50 percent of the work contract period. Upon the worker completing the contract, the employer is obligated to pay the return costs. In those instances where a worker must travel to obtain a visa so that the worker may enter the U.S. to come to work for the employer, the employer must pay for the transportation and daily subsistence costs of that part of the travel as well.

As the Department has stated before, we interpret the regulation to require the employer to assume responsibility for the reasonable costs associated with the worker's travel, including transportation, food, and, in those instances where it is necessary, lodging. The minimum and maximum daily travel meal reimbursement amounts are established above. If transportation and lodging are not provided by the employer, the amount an employer must pay for transportation and, where required, lodging, must be no less than (and is not required to be more than) the most economical and reasonable costs. The employer is responsible for those costs necessary for the worker to travel to the worksite if the worker completes 50 percent of the work contract period, but is not responsible for unauthorized detours, and if the worker completes the contract the employer is further responsible for return transportation and subsistence costs, including lodging costs where necessary. This policy also applies to instances where the worker is traveling within the U.S. to the employer's worksite.

For further information on when the employer is responsible for transportation, lodging and meal costs, please see the Department's H–2A Frequently Asked Questions on Travel and Daily Subsistence, which may found on the OFLC Web site: *http://www.foreignlaborcert.doleta.gov/*.

Portia Wu,

Assistant Secretary, Employment and Training Administration.

[FR Doc. 2015–03596 Filed 2–20–15; 8:45 am]

BILLING CODE 4510–FP–P

NUCLEAR REGULATORY COMMISSION

[Docket No. 50–271; NRC–2015–0034]

Entergy Nuclear Operations, Inc., Vermont Yankee Nuclear Power Station

AGENCY: Nuclear Regulatory Commission.

ACTION: Exemption; issuance.

SUMMARY: The U.S. Nuclear Regulatory Commission (NRC) is issuing an exemption in response to a October 31, 2013, request from Entergy Nuclear Operations, Inc. (Entergy or the licensee), from certain regulatory requirements. The exemption would remove the requirement that a licensed senior operator approve the emergency suspension of security measures for Vermont Yankee Nuclear Power Station (VY) during certain emergency conditions or during severe weather.

ADDRESSES: Please refer to Docket ID NRC–2015–0034 when contacting the NRC about the availability of information regarding this document. You may obtain publicly-available information related to this document using any of the following methods:

- *Federal Rulemaking Web site:* Go to *http://www.regulations.gov* and search for Docket ID NRC–2015–0034. Address questions about NRC dockets to Carol Gallagher; telephone: 301–415–3463; email: *Carol.Gallagher@nrc.gov*. For technical questions, contact the individual listed in the FOR FURTHER INFORMATION CONTACT section of this document.
- *NRC's Agencywide Documents Access and Management System (ADAMS):* You may obtain publicly-available documents online in the ADAMS Public Documents collection at *http://www.nrc.gov/reading-rm/adams.html*. To begin the search, select "ADAMS Public Documents" and then select "*Begin Web-based ADAMS Search.*" For problems with ADAMS, please contact the NRC's Public Document Room (PDR) reference staff at 1–800–397–4209, 301–415–4737, or by email to *pdr.resource@nrc.gov*. The ADAMS accession number for each document referenced in this document (if that document is available in ADAMS) is provided the first time that a document is referenced.
- *NRC's PDR:* You may examine and purchase copies of public documents at the NRC's PDR, Room O1–F21, One White Flint North, 11555 Rockville Pike, Rockville, Maryland 20852.

FOR FURTHER INFORMATION CONTACT: James Kim, Office of Nuclear Reactor Regulation; U.S. Nuclear Regulatory Commission, Washington, DC 20555–0001; telephone: 301–415–4125; email: *James.Kim@nrc.gov*.

I. Background

Entergy is the holder of Renewed Facility Operating License No. DPR–28. The license provides, among other things, that the facility is subject to all rules, regulations, and orders of the NRC now or hereafter in effect. The facility consists of a boiling-water reactor located in Windham County, Vermont.

By letter dated January 12, 2015, (ADAMS Accession No. ML15013A426), Entergy submitted to the NRC the certification, in accordance with Section 50.82(a)(1)(i) and 50.82(a)(1)(ii) of Title 10 of the *Code of Federal Regulations* (10 CFR), indicating it permanently ceased power operations and that the VY reactor vessel was permanently defueled.

II. Request/Action

On October 31, 2013 (ADAMS Accession No. ML13317A077), the licensee requested an exemption from 10 CFR 73.55(p)(1)(i) and 73.55(p)(1)(ii) pursuant to 10 CFR 73.5, "Specific exemptions." Section 73.55(p)(1)(i) and 73.55(p)(1)(ii) require, in part, that the suspension of security measures during certain emergency conditions or during severe weather be approved by a licensed senior operator. The exemption request relates solely to the licensing

---

[1] See Per Diem Rates for the Continental United States (CONUS), 79 FR 48168 (August 15, 2014), *www.gsa.gov/perdiem*.

USDA

United States Department of Agriculture

Official USDA Food Plans: Cost of Food at Home at Four Levels, U.S. Average, April 2015 [1]

Age-gender groups	Weekly cost [2]				Monthly cost [2]			
	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan
Individuals [3]								
Child:								
1 year	$21.80	$29.20	$33.00	$40.30	$94.50	$126.70	$143.00	$174.50
2-3 years	$23.90	$30.60	$36.80	$44.90	$103.60	$132.40	$159.30	$194.40
4-5 years	$25.10	$31.50	$39.20	$47.70	$108.90	$136.70	$169.70	$206.90
6-8 years	$32.20	$45.10	$53.70	$63.40	$139.30	$195.60	$232.60	$274.70
9-11 years	$36.10	$47.90	$62.00	$72.10	$156.30	$207.50	$268.80	$312.30
Male:								
12-13 years	$38.90	$55.20	$69.20	$81.10	$168.50	$239.10	$299.90	$351.40
14-18 years	$39.90	$55.80	$71.50	$82.00	$172.90	$242.00	$310.00	$355.40
19-50 years	$43.10	$55.70	$70.10	$86.30	$186.70	$241.30	$303.60	$374.00
51-70 years	$39.30	$52.50	$65.70	$79.00	$170.10	$227.30	$284.50	$342.20
71+ years	$39.60	$52.10	$64.40	$80.00	$171.70	$225.70	$279.10	$346.80
Female:								
12-13 years	$38.90	$47.40	$57.10	$70.30	$168.60	$205.50	$247.30	$304.60
14-18 years	$38.10	$47.60	$57.90	$71.20	$165.10	$206.20	$250.80	$308.40
19-50 years	$38.20	$48.30	$59.80	$76.10	$165.40	$209.20	$259.00	$329.60
51-70 years	$37.70	$47.00	$58.60	$70.60	$163.50	$203.80	$253.90	$305.80
71+ years	$36.70	$46.60	$57.80	$69.60	$159.10	$202.10	$250.50	$301.60
Families								
Family (Male & Female) of 2: [4]								
19-50 years	$89.40	$114.30	$142.80	$178.60	$387.40	$495.50	$618.80	$774.00
51-70 years	$84.70	$109.40	$136.70	$164.50	$367.00	$474.20	$592.30	$712.90
Family of 4:								
Couple (Male & Female), 19-50 years and children-								
2-3 and 4-5 years	$130.30	$166.10	$205.80	$255.00	$564.60	$719.50	$891.60	$1104.90
6-8 and 9-11 years	$149.50	$197.00	$245.60	$297.90	$647.80	$853.50	$1064.00	$1290.60

The Food Plans represent a nutritious diet at four different cost levels. The nutritional bases of the Food Plans are the 1997-2005 Dietary Reference Intakes, 2005 Dietary Guidelines for Americans, and 2005 MyPyramid food intake recommendations. In addition to cost, differences among plans are in specific foods and quantities of foods. Another basis of the Food Plans is that all meals and snacks are prepared at home. For specific foods and quantities of foods in the Food Plans, see *Thrifty Food Plan, 2006* (2007) and *The Low-Cost, Moderate-Cost, and Liberal Food Plans, 2007* (2007). All four Food Plans are based on 2001-02 data and updated to current dollars by using the Consumer Price Index for specific food items.

All costs are rounded to nearest 10 cents.

The costs given are for individuals in 4-person families. For individuals in other size families, the following adjustments are suggested 1-person—add 20 percent; 2-person—add 10 percent; 3-person—add 5 percent; 4-person—no adjustment; 5- or 6-person—subtract 5 percent; 7- (or more) person—subtract 10 percent. To calculate overall household food costs, (1) adjust food costs for each person in household and then (2) sum these adjusted food costs.

Ten percent added for family size adjustment.

This file may be accessed on the Center for Nutrition Policy and Promotion's home page at: http://www.cnpp.usda.gov.

Issued May 2015.

USDA

United States Department of Agriculture

Official USDA Food Plans: Cost of Food at Home at Four Levels, U.S. Average, September 2015 [1]

Age-gender groups	Weekly cost [2]				Monthly cost [2]			
	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan	Thrifty plan	Low-cost plan	Moderate-cost plan	Liberal plan
Individuals [3]								
Child:								
1 year	$21.80	$29.40	$33.20	$40.50	$94.50	$127.20	$143.90	$175.50
2-3 years	$23.90	$30.60	$36.90	$45.00	$103.70	$132.50	$159.80	$195.00
4-5 years	$25.20	$31.60	$39.30	$47.90	$109.10	$136.90	$170.10	$207.60
6-8 years	$32.30	$45.20	$53.70	$63.50	$140.10	$196.00	$232.50	$275.10
9-11 years	$36.40	$48.00	$62.20	$72.40	$157.60	$208.00	$269.40	$313.80
Male:								
12-13 years	$39.20	$55.40	$69.50	$81.50	$169.80	$240.10	$301.20	$353.30
14-18 years	$40.30	$56.30	$71.70	$82.60	$174.80	$243.80	$310.80	$357.70
19-50 years	$43.40	$56.00	$70.30	$86.50	$188.20	$242.80	$304.50	$374.70
51-70 years	$39.60	$52.70	$65.80	$79.30	$171.50	$228.50	$285.10	$343.60
71+ years	$39.70	$52.20	$64.60	$80.20	$172.10	$226.30	$280.00	$347.50
Female:								
12-13 years	$39.10	$47.60	$57.30	$70.50	$169.30	$206.40	$248.30	$305.60
14-18 years	$38.30	$47.80	$57.90	$71.40	$166.00	$207.20	$250.90	$309.30
19-50 years	$38.30	$48.60	$59.90	$76.30	$166.00	$210.60	$259.70	$330.80
51-70 years	$38.00	$47.20	$58.80	$70.90	$164.50	$204.60	$254.60	$307.20
71+ years	$36.90	$46.80	$58.00	$69.90	$159.80	$202.60	$251.50	$303.00
Families								
Family (Male & Female) of 2: [4]								
19-50 years	$89.90	$115.10	$143.20	$179.10	$389.60	$498.80	$620.60	$776.00
51-70 years	$85.30	$109.90	$137.00	$165.20	$369.60	$476.40	$593.70	$715.90
Family of 4:								
Couple (Male & Female), 19-50 years and children—								
2-3 and 4-5 years	$130.90	$166.80	$206.30	$255.70	$567.00	$722.90	$894.00	$1108.10
6-8 and 9-11 years	$150.50	$197.90	$246.00	$298.70	$651.90	$857.40	$1066.10	$1294.40

The Food Plans represent a nutritious diet at four different cost levels. The nutritional bases of the Food Plans are the 1997-2005 Dietary Reference Intakes, 2005 Dietary Guidelines for Americans, and 2005 MyPyramid food intake recommendations. In addition to cost, differences among plans are in specific foods and quantities of foods. Another basis of the Food Plans is that all meals and snacks are prepared at home. For specific foods and quantities of foods in the Food Plans, see *Thrifty Food Plan, 2006* (2007) and *The Low-Cost, Moderate-Cost, and Liberal Food Plans, 2007* (2007). All four Food Plans are based on 2001-02 data and updated to current dollars by using the Consumer Price Index for specific food items.

All costs are rounded to nearest 10 cents.

The costs given are for individuals in 4-person families. For individuals in other size families, the following adjustments are suggested: 1-person—add 20 percent; 2-person—add 10 percent; 3-person—add 5 percent; 4-person—no adjustment; 5- or 6-person—subtract 5 percent; 7- (or more) person—subtract 10 percent. To calculate overall household food costs, (1) adjust food costs for each person in household and then (2) sum these adjusted food costs.

[4] Ten percent added for family size adjustment.

This file may be accessed on the Center for Nutrition Policy and Promotion's home page at: http://www.cnpp.usda.gov.

Issued October 2015

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Case No.:	**2017-TAE-00003**	*
		*
In the Matter of		*
		*
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR		* **ADMINISTRATOR'S**
Plaintiff		* **RESPONSES TO**
		* **RESPONDENT'S FIRST SET**
		* **OF INTERROGATORIES**
v.		*
		*
SUN VALLEY ORCHARDS, LLC		*
Respondent		*
		*
		*

To: Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington DC 20004
Counsel for Respondent

The Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"), through the undersigned attorneys, hereby responds to Respondents' First Set of Interrogatories in the above-captioned case.

The Administrator reserves the right to supplement, revise, correct, or clarify any of the responses herein. The Administrator interprets the Interrogatories not to seek attorney-client communications between the Wage and Hour Division and the Office of the Solicitor, attorney work product, or information concerning documents provided to the Office of the Solicitor by the attorneys that represent the Respondent. The Administrator further interprets these

interrogatories to relate only to the instant matter and not to the matter that the Court dismissed on May 15, 2017, Secretary of Labor v. Agustin Hernandez, 2017-MSP-00002.

GENERAL OBJECTIONS

1. The Administrator objects to Respondent's Interrogatories as untimely served insofar as they call for responses after the close of discovery in this case.

2. The Administrator objects to these Interrogatories to the extent they seek information possessed by Department of Labor agencies other than the Wage and Hour Division, or possessed by individuals employed by such agencies. The Wage and Hour Division is the only Department of Labor agency that is a party to this case. The Administrator interprets such requests to refer only to the Wage and Hour Division.

3. The Administrator objects to Respondent's Interrogatories to the extent they seek disclosure of materials protected by the attorney-client privilege, the attorney work product privilege, the informant's privilege, the deliberative process privilege, the investigative techniques privilege, the common-interest privilege, and any other applicable protection, restriction or immunity from discovery. Such privileges are explicitly preserved and are not waived or limited by any response herein. The inadvertent disclosure of any information subject to such privileges or protection is not intended to relinquish any privilege or protection and shall not be deemed to be a waiver of any applicable privilege or protection.

4. The providing of information herein shall not be construed as an admission by the Administrator that any such information is relevant, material, or admissible for any purpose, including trial, in the above-captioned action, and the Administrator does not waive his right to object, on any ground, to the admissibility or use of the information provided in response to the Interrogatories.

5. The Administrator objects to Respondent's Interrogatories to the extent they seek information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. The Administrator further objects to the Interrogatories to the extent that they purport to impose discovery obligations beyond those provided for in the Rules of Practice and Procedure for Administrative Hearings of Administrative Law Judges, the Federal Rules of Civil Procedure, or other applicable rules or statutes.

6. The Administrator objects to Respondent's Interrogatories to the extent that they are overbroad, unduly burdensome, or would require an unreasonable investigation on the part of the Administrator given the needs of the case, the amount in controversy, and the issues at stake.

7. The Administrator objects to Respondent's Interrogatories to the extent that they are ambiguous, vague, confusing, misleading, or incomprehensible.

8. The Administrator objects to Respondent's Interrogatories to the extent a relevant time period is not specified, and to the extent the time period specified is overly broad.

9. The Administrator objects to Respondent's Interrogatories to the extent they seek admissions for which the Administrator has no independent means to ascertain the truth. The Administrator further objects to the extent that the information requested is not held by the Administrator or by an individual or entity with which the Administrator maintains a relationship that would enable her to procure the required information.

10. To the extent that the Administrator responds to Respondent's Interrogatories to which she objects, such objections are not waived. These responses are made without waiver of, and with preservation of all issues as to the competency, relevancy, materiality, privilege, and admissibility of these responses as evidence for any purpose.

11. All responses herein are based on the Administrator's current knowledge and reasonable belief, and the Administrator reserves his right to amend or supplement these Responses.

12. The Administrator incorporates by reference every general objection set forth above into each specific response set forth below. A specific response may repeat a general objection for emphasis or for some other reason. The failure to include any general objection in any specific response does not waive any general objection to that Interrogatory.

RESPONSES

1. Provide the name, address, and telephone number of each individual likely to have discoverable information that you may use to support your claims, including information to be used solely for impeachment, identifying in reasonably specific detail the substance of such information.

Response: The Administrator responds as follows:

A) Individuals with knowledge of the Department's investigations of Sun Valley Orchards, LLC ("Sun Valley") and Agustin Hernandez, and the findings of those investigations.

1. Jose L. Perez, Investigator, Wage and Hour Division;
2. John M. Crudup, Investigator, Wage and Hour Division;
3. Bryen Belcher, Regional Enforcement Coordinator, Wage and Hour Division;
4. Steven Risko, Assistant District Director, Wage and Hour Division;
5. Charlene L. Rachor, District Director, Wage and Hour Division.

These five individuals can be contacted through the U.S. Department of Labor, Office of the Solicitor, 201 Varick Street, Room 983, New York, NY 10014, attention Jason Glick, (646) 264-3687.

6. James F. Mooney, former Regional Enforcement Coordinator, Wage and Hour Division.

James F. Mooney can be contacted at: 51 Greenpond Road, Belvidere, NJ 07823; (908) 475-5136.

B) Individuals with knowledge of Respondent's employment policies and practices, including but not limited to: business operations, payroll and accounting, hours worked by employees, wages received and deductions made from wages, and the terms and conditions of employment at Respondent's workplace. The addresses and contact information for these individuals can be found in Respondent's records or is best known to Respondent.

7. Russell J. Marino Jr.;
8. Joseph M Marino;
9. Russell Marino;
10. Harry Marino;
11. Agustin Hernandez; and
12. Elia Pinon

C) Individuals with knowledge of Respondent's employment policies and practices, including but not limited to: hours worked by employees, wages received and deductions made from wages, and the terms and conditions of employment at Respondent's workplace, including but not limited to Respondent's kitchen, meal plan, and meal charges. Addresses and contact information for these individuals can be found in Respondent's records, is best known to Respondent, and/or for Sun Valley's H-2A workers, is contained in the attached Exhibit A. Pursuant to 29 C.F.R. § 18.60(d), Respondent is also referred to DOL 01602-04 and Exhibit A to the Administrator's February 15, 2017 initial disclosures.

13. Current and former agents and employees of Respondent, including but not limited to individuals who have worked in Sun Valley's kitchen facilities, and the individuals listed in the attached Exhibit A.

2. Describe by category and location all documents, electronically stored information, and tangible things that are in your possession, custody, or control that you may use to support your claims, including information to be used solely for impeachment.

Response: The Administrator may use the following documents in support of her claims. All of these documents are in the possession of the Office of the Solicitor

1. Department Investigation narratives, worksheets, checklists, and notes;
2. Department wage and CMP computation sheets;
3. Interview statements;
4. Photographs;
5. Payroll and hours records;
6. Employee meal charge tallies;
7. Supermarket and grocery receipts and price information;
8. Correspondence between the Department and the Respondents;
9. Correspondence between the New Jersey Department of Labor and Workforce Development and the Respondents;
10. Department Notices of Determination dated June 22, 2016 and August 9, 2016; and

11. ETA Form 790 Agricultural and Food Processing Clearance Orders, ETA Form 9142A Applications for Temporary Employment Certification, and similar documents filed by Sun Valley or issued in response to Sun Valley's filings;
12. Vehicle insurance documents from Sun Valley;
13. USDA letter concerning August 2015 weather problems;
14. Deposition exhibits and videos; and
15. Other documents produced by the Administrator or the Respondent in this matter, including but not limited departure forms signed by Sun Valley's former workers.

3. Identify each person who has, or reasonably may have, information that may tend to exculpate Respondents from one or more of the asserted violations. For each person, provide a reasonably specific and detailed summary of such information.

Response: The Administrator objects to this Interrogatory to the extent that it seeks information outside of the Administrator's custody or control as well as information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, the Administrator is not aware of persons who have information that may tend to exculpate Respondents from any of the asserted violations. Respondent is further directed to the Administrator's Document Production including but not limited to DOL 00001-462.

4. For each witness who is an employee of DOL, state, in complete and precise detail, all training and/or education that such witness has had with respect to the allegations that form the subject matter of this proceeding.

Response: The Administrator interprets this question as seeking information regarding who the Administrator will call as a witness at the merits hearing. Accordingly, the Administrator objects on the basis that this Interrogatory seeks the Administrator's witness lists before the time called for in the Court's February 7, 2017 order.

Subject to the foregoing and the general objections, the Administrator states as follows: John Crudup, Jose Perez, Steven Risko, and Charlene Rachor have completed Basic 1 and 2 training and the "Just in Time" agricultural training. In addition, Charlene Rachor has attended the Advanced Agricultural Training. These trainings include instruction on investigation techniques and the H-2A program, among other topics.

5. State whether any written statements were obtained in connection with the allegations set forth in either Notice of Determination (Exhibits 12 and 13). If a statement was obtained, please state the date the statement was obtained and the name, present or last known address and job title of the person or persons giving and obtaining the statement and having custody of the statement so obtained.

Response: The Administrator objects to this interrogatory to the extent that it seeks information protected by the informant's privilege. Subject to the foregoing, statements were obtained by Wage Hour Investigators Jose Perez and John Crudup. Mr. Perez and Mr. Crudup can be

contacted through the U.S. Department of Labor, Office of the Solicitor, Room 983, New York, NY 10014, attention Jacob Heyman-Kantor (646) 264-3672. The statements Mr. Perez and Mr. Crudup obtained are in the possession of the Office of the Solicitor. Pursuant to 29 C.F.R. § 18.60(d), Respondent is directed to documents produced by the Administrator including but not limited to DOL 00187-90; 00202-05; and 00225-0226.

6. Identify any expert witness(es) who you anticipate calling in this administrative hearing. With respect to such witness(es), further state: (a) the expert's current occupation and title, specialty and qualifications; (b) whether the stated expert has prepared a written report or whether he or she intends to; and (c) the substance of the facts and opinions about which the expert is expected to testify; and a summary of data relied upon for that opinion.

Response: The Administrator does not anticipate calling any expert witnesses.

7. Identify any other persons, not otherwise identified in the above paragraphs, who have knowledge or information related to any of your claims alleged in the Notice of Determination and describe the nature of that knowledge or information.

Response: The Administrator objects to this Interrogatory on the basis that it is vague. The Administrator further objects to this Interrogatory on the basis that it is unduly broad and overly burdensome to the extent that it seeks the information of individuals who do not have any discoverable information and seeks information beyond the scope of discovery. Subject to the foregoing, see Interrogatory Response 1. In addition, pursuant to 29 C.F.R. § 18.60(d), the Administrator hereby directs Respondent to the Administrator's document production.

8. Identify all documents provided by Respondents to DOL in response to any demand, whether written or oral, from DOL related to the investigation that resulted in the Determination letters.

Response: The Administrator objects on the basis that it is not clear what this interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals.

Pursuant to 29 C.F.R. § 18.60(d), the Administrator refers to the documents she is producing in this case, including but not limited to DOL 00463–1204, 00187–90; 00202–05; 001206–41, 001243–69, 001271–96, 001298–1318, 001320–56, 001358–95, 001397–1436; 001602–04; 02928–38, 02947–74, 03001–65.

9. Identify all documents reviewed and considered by DOL representatives prior to issuing the Determination letters.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals. The Administrator further objects to this Interrogatory to

the extent that it seeks information protected by the informant's, investigative files/techniques, and deliberative process privileges.

Subject to the foregoing and without waiving the general objections, pursuant to 29 C.F.R. § 18.60(d), see the documents the Administrator is producing to Respondent, including but not limited to DOL 00001-1465.

10. Identify all communications relating to any investigation of Respondents conducted by DOL, at any time prior to the present, including communications relating to the outcome of any such investigation and any action or potential action that DOL considered with respect to the results of such investigation.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all communications"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals. The Administrator further objects to this Interrogatory to the extent that it seeks information protected by the informant's, investigative files/techniques, and deliberative process.

The Administrator further objects to this Interrogatory as overly broad and burdensome. In addition to the documents she is producing in this case, the Administrator has in her possession a case file from a previous investigation of Sun Valley and is producing a redacted narrative of this investigation and of several earlier investigations. The Administrator objects to production of the underlying case file in her possession as the burden of processing and redacting it significantly outweighs whatever marginal relevance that it may have.

Subject to the foregoing and without waiving the general objections, pursuant to 29 C.F.R. § 18.60(d), Respondent is referred to DOL 00424-00456.

11. The Determination letter to Sun Valley alleges that 19 H-2A workers were "constructively forced to return home" prior to being offered three-fourths of the hours in the work contract. With respect to each of these workers, identify each worker whom you contend was underpaid, the reason that DOL believes each worker terminated their employment with Sun Valley, the basis for such belief, and specify in complete and precise detail all facts supporting your contention.

Response: The Administrator objects to this Interrogatory to the extent that it seeks information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, the Administrator alleges that these workers were either constructively discharged because of intolerable conditions of employment at Sun Valley, or were terminated after complaining about the conditions of employment at Sun Valley. These nineteen workers (who are more fully identified in the attached Exhibit A) are:

1. Jose Manuel Baltazar Cheguez;

2. Carlos Cervantes Ramirez;
3. Hugo Leonel Cinta Tegoma;
4. Humberto Dominguez;
5. Hector M. Garcia Dominguez;
6. Celso Grijalva Ramos;
7. Ines Hernandez Sanchez;
8. Javier Juarez Hernandez;
9. Marco G. Maldonado;
10. Gustavo Marquez Perez;
11. Cristian Mendez Hernandez;
12. Marcelo Ortega Vargas;
13. Delfino Antonio Reyes;
14. Lucio Rosales Lopez;
15. Venustiano Sanchez Dolores;
16. Isau Santiago Mendoza;
17. Tomas Sonalo Guerrero;
18. Adrian Vazquez Desion; and
19. Marcos Zaveleta.

Regarding the facts supporting our contention, pursuant to 29 C.F.R. § 18.60(d), Respondent is referred to documents the Administrator is producing in this case including but not limited to DOL 00020-00045, 00164-00254.

12. For any other Sun Valley employees that the Department believes are owed back wages concerning the three-fourths guarantee, please state, with respect to each worker, the amount you contend was underpaid, the basis for that conclusion, including the number of hours offered and the number required to have been offered.

Response: The Administrator objects to this Interrogatory to the extent that it seeks information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, the Administrator responds as follows: the amount of back wages owed to other Sun Valley employees for the three-quarters violation was calculated primarily based on the start dates and number of hours worked in Sun Valley's own payroll records, including but not limited to the "Job Card: Payroll Summary" and "Payroll Run Inquiry – Check View" found at DOL 01602-04, DOL00463-1204). The Administrator used those records of hours worked because Sun Valley did not produce or maintain records of hours offered in accordance with 20 C.F.R. § 655.122(j). The Administrator determined that the following employees (in addition to those named above) are owed back wages under the three-fourths guarantee given that these workers were terminated and/or constructively discharged.

Name	Number of hours offered	Number of hours required under the 3/4ths guarantee	Amount underpaid
Miguel A. Elizondo	471	550.5	$897.56

Soto			
Luis A. Luna Gonzalez	515.27	550.5	$397.75
Rodrigo Raya Tapia	475.25	550.5	$849.92
Jose L. Silva Lopez	540.73	550.5	$110.30
Dario Morales Acosta	352.23	550.5	$2,238.47
Jose D. Islas Larraga	470.75	695.25	$2,534.61

13. State in complete and precise detail all facts which you contend relate to the housing and transportation violations for which you seek civil money penalties in the Sun Valley determination letter, including the identity of all witnesses to the alleged violation(s), and the identity of all documents that you contend relate to such alleged violations.

Response: The Administrator objects to this interrogatory as vague and on the basis that it is not clear what this Interrogatory means by "identity of all documents"; the term "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals.

Pursuant to 29 C.F.R. § 18.60(d), Respondent is referred the Administrator's document production including but not limited to DOL 00018-00045. As discussed in those documents, regarding transportation, Sun Valley has had a policy of transporting workers using drivers without licenses or improper licenses. Sun Valley also used vehicles with worn-out tires and a vehicle with a broken rear-directional light. Regarding housing, Sun Valley housed workers in a dormitory that lacked proper screen doors and screens on windows, supplied garbage cans that had no lids, and had at least one worker sleeping on a mattress directly on the floor. Furthermore, a number of Sun Valley's dormitory bathroom sinks lacked hot water.

Regarding the identity of individuals who may have witnessed Sun Valley's substandard housing and unsafe transportation, see Interrogatory Response 1.

14. Provide the name, title, address, and telephone number of each individual who made or contributed to the determinations set forth in the Determination letters.

Response: The Administrator objects to this Interrogatory on the basis that it is vague.

Subject to the foregoing and without waiving the general objections, the following current and former Wage Hour employees participated or assisted in the investigation that resulted in the issuance of the June 22, 2015 Determination Letter:

1. Wage Hour Investigator Jose L. Perez;
2. Wage Hour Investigator John M. Crudup;
3. Wage Hour Assistant District Director Steven Risko;
4. Wage Hour Regional Agricultural Coordinator James Mooney (retired);
5. Wage Hour Regional Agricultural Coordinator Bryen Belcher;
6. Wage Hour District Director Charlene Rachor;
7. Office of the Solicitor, Counsel for Wage Hour Molly Biklen; and
8. Office of the Solicitor Trial Attorney Jacob Heyman-Kantor.

With the exception of James Mooney, these individuals can be contacted through the U.S. Department of Labor, Office of the Solicitor, Room 983, New York, NY 10014, attention Jacob Heyman-Kantor (646) 264-3672. James Mooney can be contacted at 51 Greenpond Road, Belvidere, NJ 07823; (908) 475-5136.

15. Identify in complete and precise detail all documents that were relied upon by each individual identified in answer to Interrogatory No. 14.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals. The Administrator further objects to this Interrogatory to the extent that it seeks information protected by the informant's, investigative files/techniques, and deliberative process privileges.

Subject to the foregoing and without waiving the general objections, pursuant to 29 C.F.R. § 18.60(d), see the Administrator's document production and the regulations at 20 C.F.R. Part 655, Subpart B, and 29 C.F.R. Part 501.

16. Identify all documents showing payments to Sun Valley and not to Agustin Hernandez by any worker for meals, food, drinks, beer, or cigarettes.

Response: The Administrator objects on the basis that it is not clear what this Interrogatory means by "identify all documents"; "identify" is defined in Respondents' Interrogatories only in the context of identifying individuals.

The Administrator further objects to this Interrogatory on the basis that it makes no sense. Agustin Hernandez is a manager at Sun Valley; payments made to him are payments made to Sun Valley. The Administrator is not aware of documents showing payments workers made to Sun Valley through Sun Valley managers other than Agustin Hernandez.

17. Identify any worker from the 2015 season who discussed the provision of meals, condition of housing, or condition of transportation, with Sun Valley.

Response: The Administrator objects to this Interrogatory as vague, to the extent it seeks information from third parties and/or Sun Valley and to the extent that it seeks information protected by the informant's privilege.

Subject to the foregoing and without waiving the general objections, Agustin Hernandez and Russell Marino Jr. testified at their depositions that Sun Valley holds orientations with all workers. Based on this testimony, the Administrator understands that Sun Valley had discussions with all workers concerning the provision of meals, housing, and transportation.

18. State whether the factors set forth in 29 C.F.R. § 501.19(b) were applied in this case and, if so, state the conclusions made with respect to the application of each factor to each alleged violation and the facts upon which such conclusions were based. State whether

any other factors were considered, and if so, identify such factors and the conclusions and facts upon which such conclusions were based in the application of such other factors.

Response: The factors set forth in 29 C.F.R. § 501.19(b) were considered for each civil money penalty assessment. Pursuant to 29 C.F.R. § 18.60(d), Respondent is referred to the documents the Administrator is producing in this case including but not limited to DOL 00018-45.

DATED: May 22, 2017
New York, New York

As to the Objections,

JENNIFER S. BRAND
Associate Solicitor of Labor for
Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

/s/Jacob Heyman-Kantor
By: JACOB HEYMAN-KANTOR
Trial Attorney

Attorneys for the Administrator,
Wage and Hour Division United
States Department of Labor

CERTIFICATION

I certify that the foregoing answers to Respondent's First Set of Interrogatories are true and accurate to the best of my knowledge, information and belief.

Date: May 22, 2017

Signature

Charlene Rachor
U.S. Department of Labor
Wage Hour Division
District Director
Southern New Jersey District Office

Exhibit A

Aguilar Caldera, Eliseo

Aguilar Marquez, Irineo

Aguilar Soto, Trinidad

Antonio Reyes, Delfino

Arias Maya, German

PII

Arroyo Alonzo, Nicolas

Baltazar Cheguez, Jose Manuel

Blanco Aguilar, Oscar Javier

Cervantes Aguilar, Griseldo

Cervantes Cumplido, Rafael

Cervantes Ramirez, Carlos

PII

AR - 3927

Chargoy Escudero, Pedro

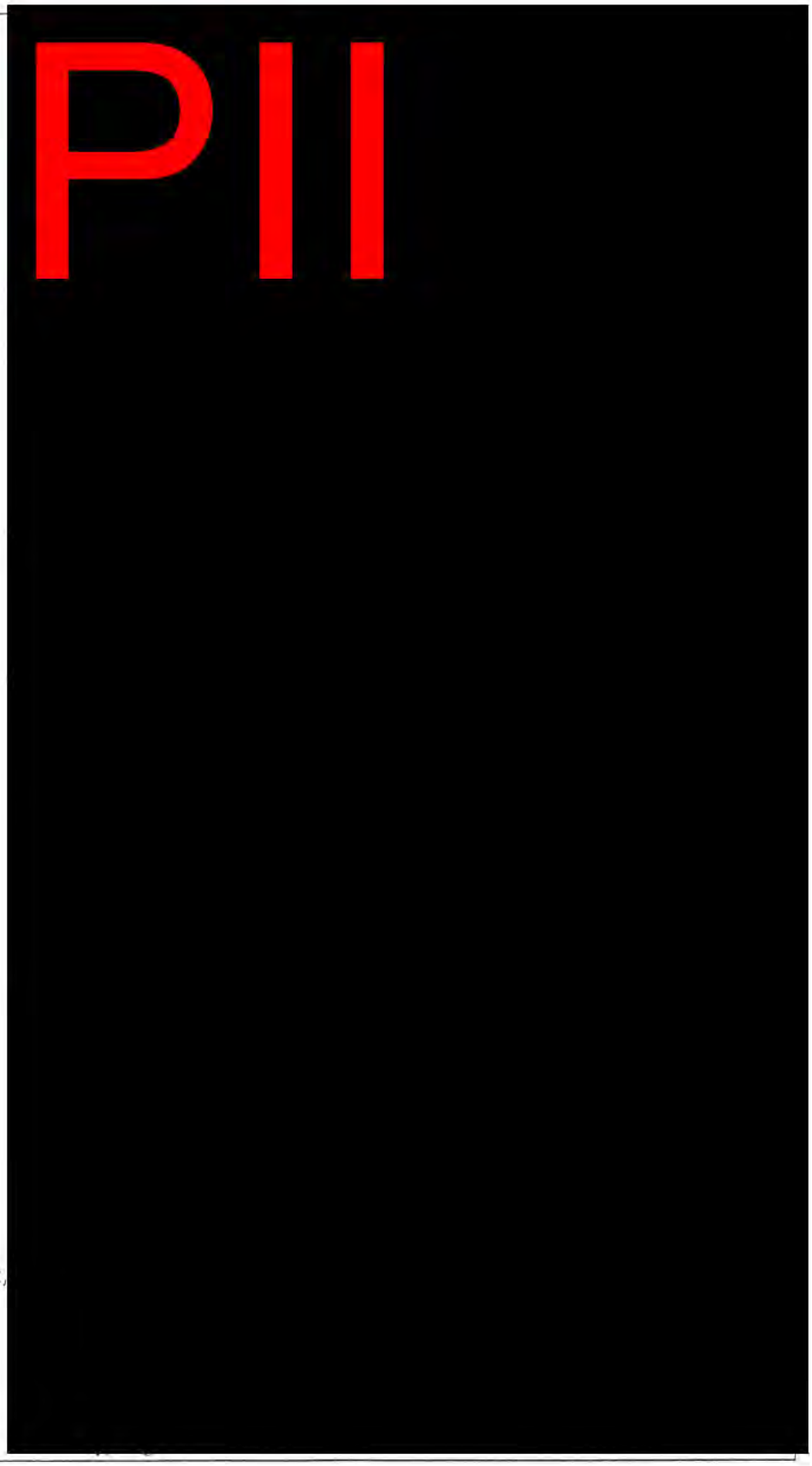
Cinta Tegoma, Hugo Leonel

Cruz Reyes, Carlos

Cuellar Romero, Gustavo

Cumplido Aguilar, Juan Manuel

De La Cruz Martinez, Eduardo



De La Cruz Morales, Rogelio

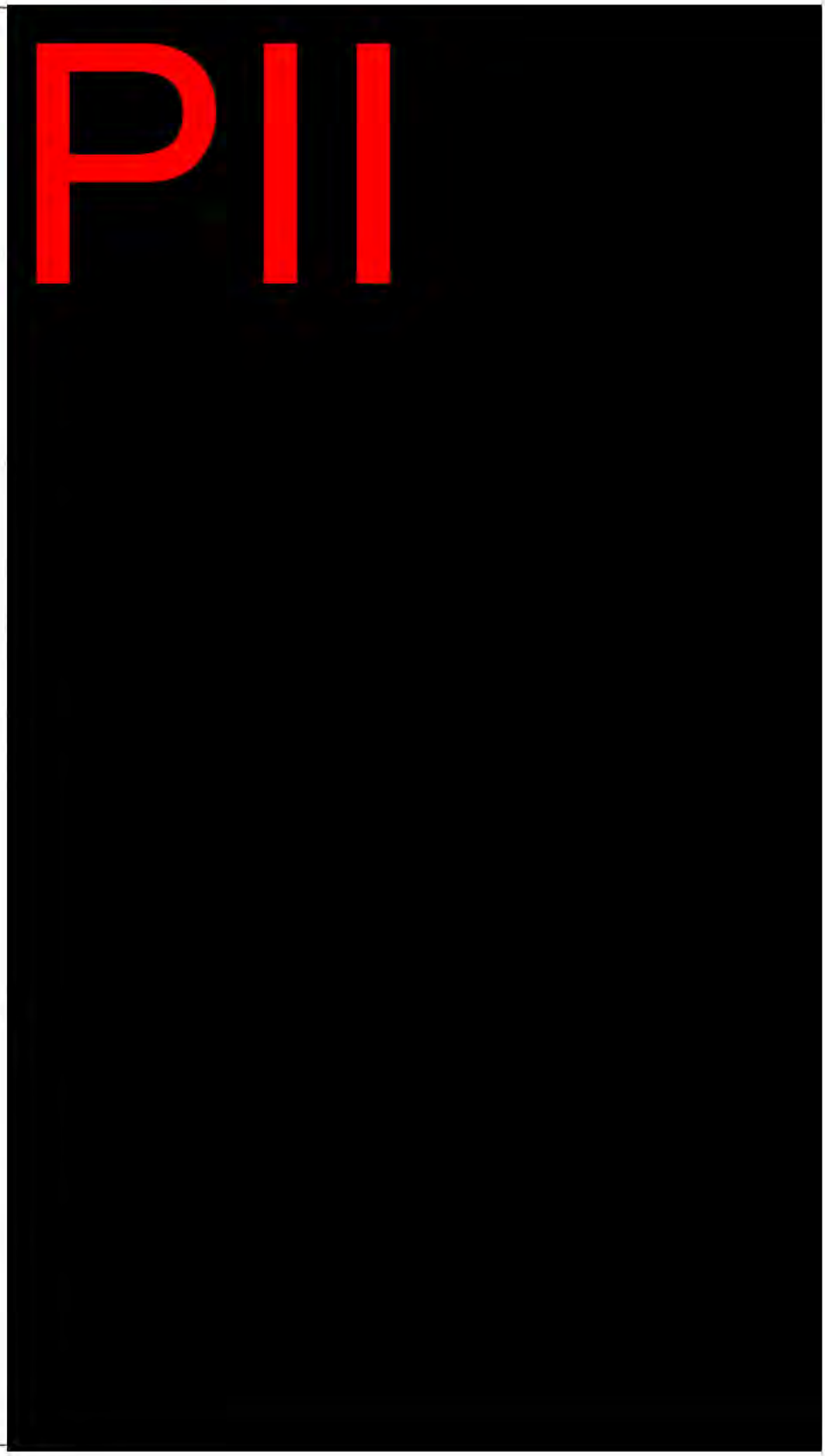
Del Ángel Salas, Geovanni De Jesus

Dominguez Cruz, Humberto

Elizondo Soto, Miguel Angel

Flores Flores, David

Flores Montero, Gilberto



Franco Vargas, Oscar Raul

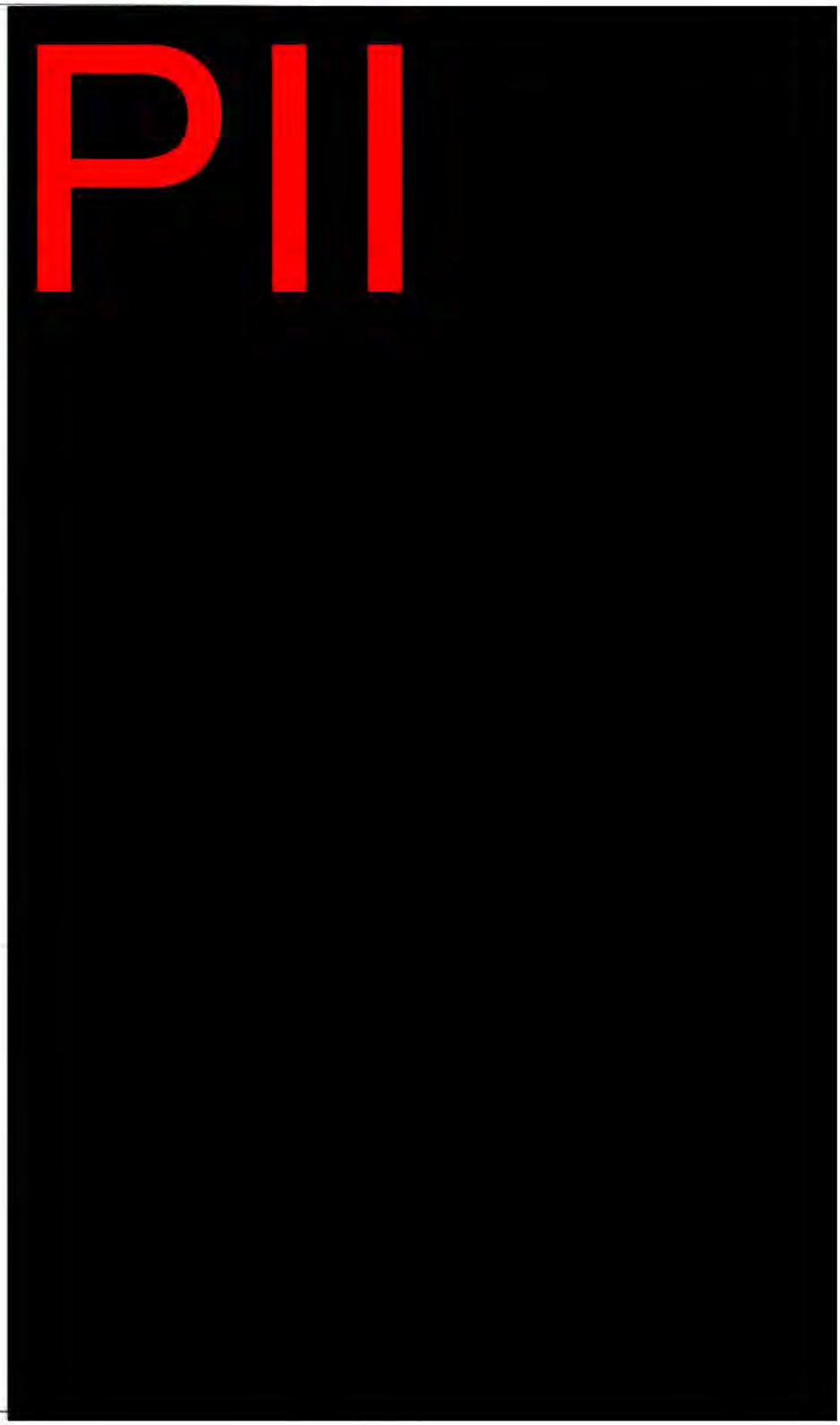
Galindo Cervantes, Honorato

Galindo Cervantes, Juan Ernesto

Galindo Reyes, Alfredo

Garcia Cardoso, Erick Guadalupe

Garcia Cervantes, Norberto



Garcia Delgado, Manuel	[redacted]
Garcia Dominguez, Hector Mishel	
Garcia Olarte, Demetrio	
Garcia Ramirez, Omar	
Garcia Raya, Jorge Luis Alberto	
Godinez Barcenas, Adan	

Gomez Lopez, Fernando

PII

Gonzalez Jaimes, Amadeo

Gonzalez Jaimes, Gaspar

Grijalva Ramos, Celso

Guillen Segovia, Armando

Gutierrez Cisneros, Tomas Alexis

Hernandez Perez, Herlindo

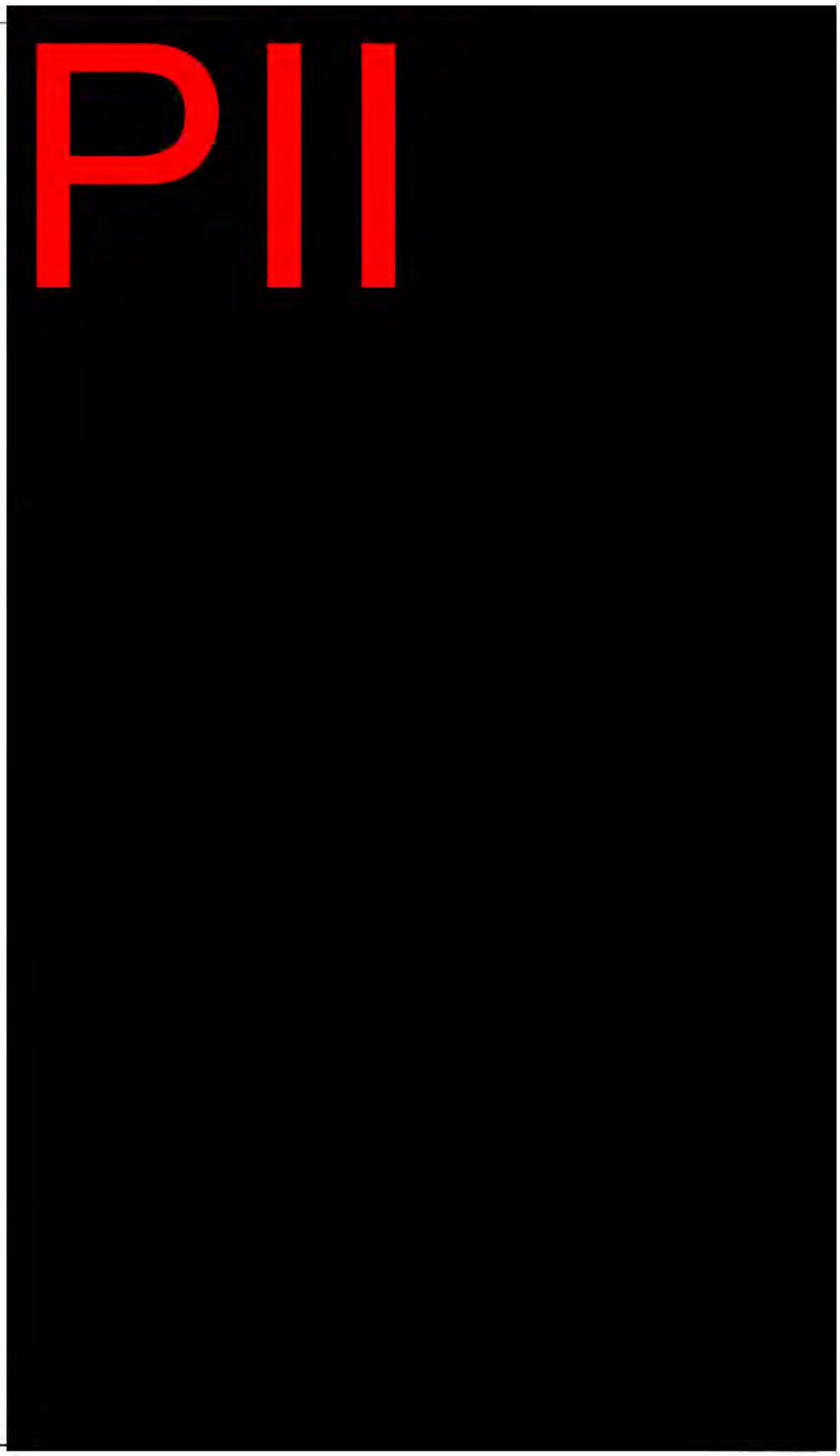
Hernandez Sanchez, Ines

Hernandez Zavala, Luis Alberto

Hurtado Olvera, Martin

Islas Larraga, Jose Damian

Jacobo Ramirez, Jose Manuel



Juarez Hernandez, Javier

Lara Amador, Vicente

Leon Hernandez, Ruben

Lopez Carrera, Modesto Edilberto

Lopez Carrera, Yreneo Colon

Lopez Lopez, Conrado

PII

Lopez Lopez, Domingo	PII
Lopez Mendez, Jose Rene	
Lugo Morales, Gabriel	
Luna Gonzalez, Luis Antonio	
Magallanes Hernandez, Carlos Eduardo	
Maldonado Maldonado, Marco Giovany	

Marquez Perez, Gustavo	PII
Martinez Arellano, Cesar	
Martinez Arellano, Efrain	
Martinez Cervantes, Manuel	
Martinez Paulino, Jose	
Martinez Vazquez, Oscar	

Name
Mendez Hernandez, Cristian
Mendoza Soto, Esteban
Morales Acosta, Dario
Ortega Vargas, Marcelo
Pinon Rangel, Francisco Javier
Ramirez Chavez, Juan

PII

Raya Tapia, Rodrigo

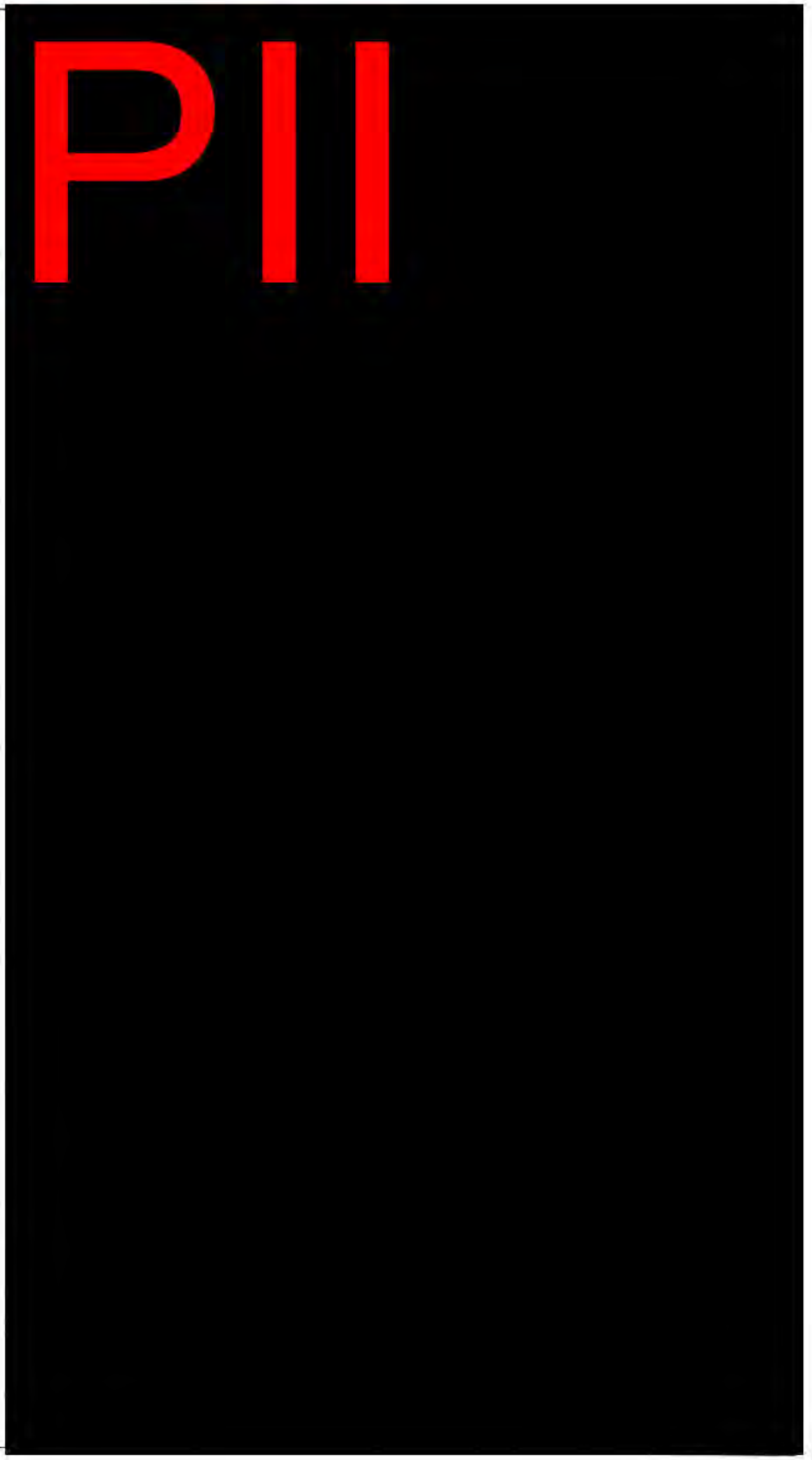
Rios Bautista, Mateo

Rios Gomez, Joel

Rodriguez Jaimes, Armando

Rojas Contreras, Jesus Alberto

Romero Arredondo, Alejandro



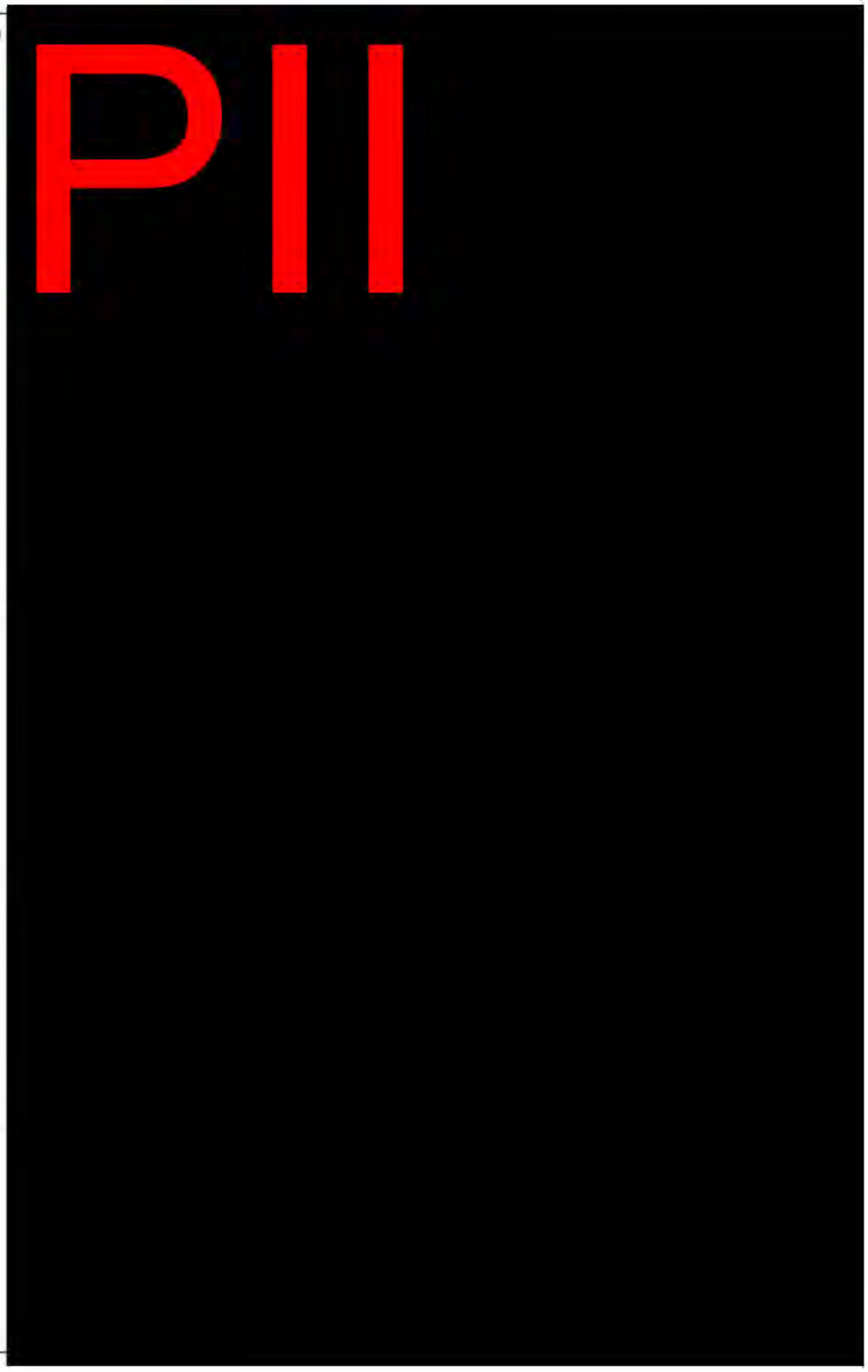
Rosales Lopez, Lucio

Sanchez Dolores, Venustiano

Sanchez Villasenor, Alejandro

Sanchez Villasenor, Saul

Santiago Mendoza, Isau



Santis Morales, Francisco

PII

Santis Perez, Rogelio

Santos Urquiza, Juan

Santoyo Castro, Ricardo

Silva Lopez, Jose Luis

Solano Guerrero, Tomas

Soto Gurrola, J Santos

[redacted]

Tapia Barbosa, Armando

Vallejo Rojas, Nicolas

Vargas Venegas, Alvaro

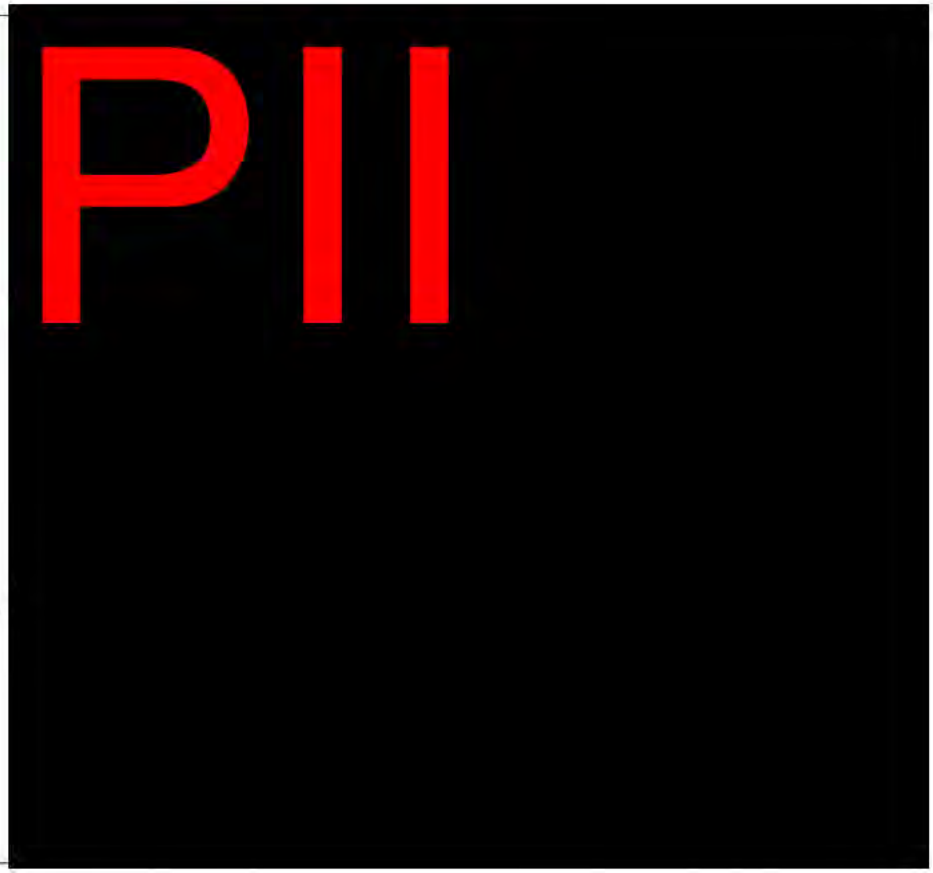
Vazquez Desion, Adrian

Villasenor Vargas, Jose Manuel

Zavala Almanza, Pedro

Zavala Jaimes, Humberto

Zavaleta Hernandez, Marcos



Respondent's Volume 2

(RX 10 - 12)

Respondent's Exhibit List

RX 1	Utility bills paid by Sun Valley for the kitchen facility (Ex. R1 to Respondent's Motion for Summary Decision [RMSD]); pp. 1-11
RX 2	New Jersey Department of Labor Camp Inspection Reports and WHD Housing Occupancy Certificates for Sun Valley housing (RMSD Ex. 5); pp. 12-27
RX 3	Repair records for Sun Valley vans (RMSD Ex. 4); pp. 28-37
RX 4	Calculation of hours worked for 6 workers (RMSD Ex. 3); pg. 38
RX 5	Federal Register notice dated February 23, 2015 setting 2015 DOL meal charge amount; 80 Fed. Reg. 9482; pp. 39-40
RX 6	Weekly ShopRite circular showing cost of bottles of Corona (RMSD Ex. 2); pg. 41
RX 7	USDA meal plan cost calculation table for April 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 42
RX 8	USDA meal plan cost calculation table for September 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 43
RX 9	Administrator's 5/22/2017 Responses to First Set of Interrogatories; pp. 44-58[2]
RX 10	Administrator's 5/22/2017 Responses to First Set of Requests for Admissions; pp. 74-82
RX 11	Agustin Hernandez deposition transcript excerpts; pp. 83-128
RX 12	Russell Marino, Jr. deposition transcript excerpts; pp. 129-151
RX 13	Joseph Marino deposition transcript excerpts; pp. 152-185
RX 14	Hugo Leonel Cinta Tegoma deposition transcript excerpts; pp. 186-209
RX 15	Carlos Cervantes Ramirez deposition transcript excerpts; pp. 210-231
RX 16	Hector Mishel Garcia Dominguez deposition transcript excerpts; pp. 232-260
RX 17	Jose Luis Silva Lopez deposition transcript excerpts; pp. 261-276
RX 18	Miguel Angel Elizondo Soto deposition transcript excerpts; pp. 277-295
RX 19	Dario Morales Acosta deposition transcript excerpts; pp. 296-311
RX 20	Notice of Determination (DOL 00006-13); pp. 312-319
RX 21	WHISARD Compliance Action Report 2015 (DOL 00014-17); pp. 320-323
RX 22	Excerpt from report by WHI Jose L. Perez (DOL 00052); pg. 324
RX 23	WHISARD Compliance Action Report 2013 (DOL 00104); pg. 325
RX 24	Back wage calculation, week-by-week (DOL 00144-159) (redacted); pp. 326-341
RX 25	Excerpt of English translation of statement of Hector M. Garcia Dominguez (DOL 00228); pg. 342[3]
RX 26	Results of drinking water tests for SVO housing (DOL 00331-334); pp. 343-346
RX 27	Letter from USDA FSA County Exec. Director dated Aug. 4, 2015 (DOL 00457); pg. 347
RX 28	Photographs of drinking water on trucks in Sun Valley fields (DOL 01866-1868); pp. 348-350
RX 29	Photograph of incomplete early departure form (DOL 01945); pg. 351
RX 30	Back wage calculation summary (DOL 02128); pg. 352

[2] By agreement of the parties, pages 59-73 of the Administrator's Response will be excluded, as they include the names and personal contact information of Sun Valley's H-2A employees for the 2015 season. The names of the employees are separately provided in the parties' Joint Disclosures, so the inclusion of their personal information here is unnecessary.

[3] By agreement of the parties, page 342a will be added as the second page of the English translation of that statement, in the interests of completeness and context.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

Case No.: **2017-TAE-00003**	*	
	*	
In the Matter of	*	
	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff	*	**ADMINISTRATOR'S RESPONSES TO RESPONDENT'S FIRST SET OF REQUESTS FOR ADMISSIONS**
v.	*	
	*	
SUN VALLEY ORCHARDS, LLC Respondent	*	
	*	
	*	
	*	

To: Christopher Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
Washington DC 20004
Counsel for Respondent

The Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"), through the undersigned attorneys, hereby responds to Respondents' First Set of Requests for Admissions (hereinafter "Request(s)") in the above-captioned case.

GENERAL OBJECTIONS

1. The Administrator objects to Respondent's Requests as untimely served insofar as they call for responses after the close of discovery in this case.
2. The Administrator objects to Respondent's Requests to the extent they seek information possessed by Department of Labor agencies other than the Wage and Hour Division, or

possessed by individuals employed by such agencies. The Wage and Hour Division is the only Department of Labor agency that is a party to this case. The Administrator interprets such requests to refer only to the Wage and Hour Division.

3. The Administrator objects to Respondent's Requests to the extent they seek disclosure of materials protected by the attorney-client privilege, the attorney work product privilege, the informant's privilege, the deliberative process privilege, the investigative techniques privilege, the common-interest privilege, and any other applicable protection, restriction or immunity from discovery. Such privileges are explicitly preserved and are not waived or limited by any response herein.

4. The Administrator objects to Respondent's Requests to the extent they seek information that is neither relevant to this action nor reasonably calculated to lead to the discovery of admissible evidence. The Administrator further objects to Respondent's Requests to the extent that they purport to impose discovery obligations beyond those provided for in the Rules of Practice and Procedure for Administrative Hearings of Administrative Law Judges, the Federal Rules of Civil Procedure, or other applicable rules or statutes.

5. The Administrator objects to Respondent's Requests to the extent that they are overbroad, unduly burdensome, or would require an unreasonable investigation on the part of the Administrator given the needs of the case, the amount in controversy, and the issues at stake.

6. The Administrator objects to Respondent's Requests to the extent that they are ambiguous, vague, confusing, misleading, or incomprehensible.

7. The Administrator objects to Respondent's Requests to the extent a relevant time period is not specified or the time period specified is overly broad.

8. The Administrator objects to Respondent's Requests to the extent they seek admissions for which the Administrator has no independent means to ascertain the truth. The Administrator further objects to the extent that the information requested is not held by the Administrator or by an individual or entity with which the Administrator maintains a relationship that would enable her to procure the required information.

9. To the extent that the Administrator responds to Respondent's Requests to which she objects, such objections are not waived. These responses are made without waiver of, and with preservation of all issues as to the competency, relevancy, materiality, privilege, and admissibility of these responses as evidence for any purpose.

10. All responses herein are based on the Administrator's current knowledge and reasonable belief, and the Administrator reserves her right to amend or supplement these Responses.

11. The Administrator incorporates by reference every general objection set forth above into each specific response below. A specific response may repeat a general objection for emphasis or for some other reason. The failure to include any general objection in any specific response does not waive any general objection to that Request.

RESPONSES

Request for Admission 1: Notwithstanding extraneous markings, the document provided as Exhibit 12 is a true, accurate and complete copy (including any attachments or appendices) of the Notice of Determination issued by the Administrator to Sun Valley, dated June 22, 2016.

Response 1: Admitted. The Administrator also notes that it amended the June 22, 2016 Notice of Determination in its December 23, 2016 Order of Reference.

Request for Admission 2: Notwithstanding extraneous markings, the document provided as Exhibit 13 is a true, accurate and complete copy (including any attachments or appendices) of the Notice of Determination issued by the Secretary to Hernandez, dated August 9, 2016.

Response 2: The Administrator deems this request to be withdrawn pursuant the Parties' May 5, 2017 Stipulation of Dismissal in Case No. 2017-MSP-00002.

Request for Admission 3: Notwithstanding extraneous markings, the document provided as Exhibit 14 is a true, accurate and complete copy (including any attachments or appendices) of the Request for Hearing for Sun Valley, dated July 20, 2016, and timely received by the Administrator under 29 C.F.R. § 501.33.

Response 3: Admitted.

Request for Admission 4: Notwithstanding extraneous markings, the document provided as Exhibit 15 is a true, accurate and complete copy (including any attachments or appendices) of the Request for Hearing for Hernandez, dated September 2, 2016, and timely received by the Secretary under 29 C.F.R. § 500.212.

Response 4: The Administrator deems this request to be withdrawn pursuant the Parties' May 5, 2017 Stipulation of Dismissal in Case No. 2017-MSP-00002.

Request for Admission 5: The 19 H-2A workers who ceased employment with Sun Valley early in the 2015 work contract period voluntarily abandoned employment under 20 C.F.R. § 655.122(n).

Response 5: The Administrator objects to this vague Request. Without waiving the foregoing objection, the Administrator denies that the 19 workers whose employment with Sun Valley ended approximately May 5, 2015 voluntarily abandoned employment with Sun Valley. Rather, those workers were terminated and/or constructively discharged by Sun Valley.

Request for Admission 6: Sun Valley and its owners and managers tried to convince those 19 H-2A workers to remain and complete the work contract period.

Response 6:. The Administrator objects to this vague request. Without waiving the foregoing objection, the Administrator denies that Sun Valley and its owners and managers tried to convince the 19 H-2A workers whose employment with Sun Valley ended approximately May 5, 2015 to remain and complete the work contract period. Sun Valley terminated and/or constructively discharged those workers.

Request for Admission 7: Any of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment who terminated employment with Sun Valley prior to the end of the work contract period in 2015 voluntarily abandoned employment under 20 C.F.R. § 655.122(n).

Response 7: The Administrator construes this request to refer to the H-2A workers identified in the Administrator's Initial Disclosures for whom the Administrator seeks back wages for Sun Valley's three-fourths guarantee violation. So construed, the Administrator denies this request.

Request for Admission 8: If any of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment were terminated without cause prior to the end of the work

contract period in 2015, such worker(s) had already been offered three-fourths of the hours set forth in the applicable H-2A job order.

Response 8: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request with respect to the H-2A workers identified in the Administrator's Initial Disclosures for whom behalf the Administrator seeks back wages for Sun Valley's three-fourths guarantee violation. The Administrator further states that the issue with respect to the three-fourths guarantee claim is not whether "worker(s) had already been offered three-fourths of the hours set forth in the applicable H-2A job order," but whether Sun Valley complied with 655.122(i) and related regulations.

Request for Admission 9: Sun Valley met the three-fourths guarantee requirement for all H-2A workers and migrant agricultural workers in corresponding employment for 2015, pursuant to 20 C.F.R. § 655.122(i).

Response 9: Denied. The Administrator denies that Sun Valley met the three-fourths guarantee in 2015 with respect to the workers identified in the Administrator's Initial Disclosures for whom Administrator seeks back wages for Sun Valley's three-fourths guarantee violation

Request for Admission 10: Sun Valley did not deduct any charges from the pay checks, prior to issuance, of any H-2A workers or migrant agricultural workers in corresponding employment for meals, food, nor any other cost or living expense in 2015.

Response 10: The Administrator objects to this request as vague. Subject to the foregoing, the Administrator admits that Sun Valley's payroll records do not show any such deductions from the paychecks. The Administrator further states Sun Valley deducted or collected charges from its workers for meals, food, beverages, beer, and other costs, expenses, or items, after Sun Valley issued the pay checks. The timing distinction is irrelevant to the Administrator's claims pursuant to 20 C.F.R. § 655.122(g), (p), and (q).

Request for Admission 11: Sun Valley provided a means of transportation for the workers to travel to a supermarket to purchase their own food, if they chose to do so, free of charge to the workers in 2015.

Response 11: The Administrator objects to this vague request. Subject to the foregoing, the Administrator denies this request in part, and, after a reasonable inquiry, in part lacks knowledge or information sufficient to admit or deny this request. Notwithstanding the foregoing inquiry, the Administrator states that workers' testimony is that Sun Valley did not provide a free means of transportation to anywhere outside of Sun Valley during at least the period of late April to early May. As for other times in 2015, the Administrator lacks information sufficient to admit or further deny this request.

Request for Admission 12: Sun Valley provided kitchen facilities in which to prepare such food, free of charge, in compliance with 20 C.F.R. § 655.122(g).

Response 12: Denied.

Request for Admission 13: Sun Valley provided housing as required under 20 C.F.R. § 655.122(d)(1) that complied with all applicable housing safety and health standards.

Response 13: Denied.

Request for Admission 14: Sun Valley did not receive any payment from its H-2A workers or migrant agricultural workers in corresponding employment in 2015 concerning meals.

Response 14: Denied. The Administrator further states that Agustin Hernandez, who received payment from Sun Valley's workers concerning meals in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 15: None of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment in 2015 complained to Sun Valley or any of Sun Valley's owners, managers, or employees concerning meals, meal charges, or the use of kitchen facilities.

Response 15: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 16: None of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment in 2015 complained to Sun Valley or any of Sun Valley's owners, managers, or employees concerning the condition of the housing site(s).

Response 16: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 17: None of Sun Valley's H-2A workers or migrant agricultural workers in corresponding employment in 2015 complained to Sun Valley or any of Sun Valley's owners, managers, or employees concerning the condition of passenger vehicles used to transport such workers.

Response 17: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 18: Neither Russell J. Marino, nor any other owner or employee of Sun Valley coerced any workers to waive their rights in violation of 29 C.F.R. § 501.5.

Response 18: Denied.

Request for Admission 19: Sun Valley did not sell beer in 2015.

Response 19: Denied. The Administrator further states that Agustin Hernandez, who sold beer in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 20: Sun Valley did not sell cigarettes in 2015.

Response 20: Denied. The Administrator further states that Agustin Hernandez, who sold cigarettes in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 21: Sun Valley did not sell soft drinks in 2015.

Response 21: Denied. The Administrator further states that Agustin Hernandez, who sold soft drinks in 2015, was at all relevant times Sun Valley's employee, agent, and manager.

Request for Admission 22: Other than the sale of produce to its customers, Sun Valley did not sell anything else in 2015, particularly to its workers.

Response 22: The Administrator objects to this vague request. Notwithstanding the foregoing objection, the Administrator denies this request.

Request for Admission 23: Hernandez was not the employer of any of the workers for whom the Administrator seeks back wages from Sun Valley.

Response 23: The Administrator objects to this vague request. Subject to the foregoing, the Administrator admits that Hernandez was not an employer in 2015 within the meaning of the H-2A regulations. As to other statutes and regulations not at issue in this case, the Administrator denies this request.

Request for Admission 24: Hernandez, at all times during 2015, was an independent contractor and not an employee of Sun Valley.

Response 24: Denied.

Request for Admission 25: Hernandez did not recruit any of the migrant agricultural workers employed by Sun Valley in 2015.

Response 25: Denied.

Request for Admission 26: Plaintiffs do not have any documents concerning the reason(s) that any of Sun Valley's workers' employment was terminated during the 2015 work contract period.

Response 26: Denied.

Request for Admission 27: Plaintiffs do not have any documents concerning payments by Sun Valley's workers to Sun Valley for food, meals, soft drinks, beer, or cigarettes during the 2015 work contract period.

Response 27: Denied.

Request for Admission 28: Plaintiffs do not have documents concerning Hernandez's status as a DOL-certified farm labor contractor, as defined in 29 C.F.R. § 500.20.

Response 28: The Administrator deems this request to be withdrawn pursuant the Parties' May 5, 2017 Stipulation of Dismissal in Case No. 2017-MSP-00002.

DATED: May 22, 2017
New York, New York

JENNIFER BRAND
Associate Solicitor for Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
Trial Attorney

/s/ Jason E. Glick
JASON E. GLICK
Trial Attorney

Office of the Solicitor
201 Varick St, Room 983
New York, NY 10014
Tel.: 646.264.3687

Attorneys for the Administrator
Wage and Hour Division
United States Department of Labor

CERTIFICATE OF SERVICE

I, Jason E. Glick, hereby certify that the foregoing Administrator's Responses to Respondent's First Set of Requests for Admissions were served this 22nd day of May 2017 upon the person named below at the e-mail address listed below:

Christopher J. Schulte
cschulte *@* cj-lake.com

CJ Lake, LLC
525 Ninth Street, NW
Suite 800
Washington, DC 20004

Mr. Schulte has consented in writing to service by e-mail in these cases.

/s/ Jason E. Glick
Jason E. Glick
Attorney

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. Case No. 2017-MSP-00002

- - - - -

Wednesday, April 19, 2017

- - - - -

Oral Deposition of RUSSELL MARINO, JR., taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 9:45 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JACOB HEYMAN-KANTOR, ESQ
and JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
heymankantor.jacob@dol.gov
glick.jason@dol.gov
For the Administrator
Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

Q. Everything you were telling me about this orientation, setting up the orientation, was that all true for 2015?

A. Yes.

Q. So let's go back to Agustin, we were talking about his duties.

A. Yes, primarily labor, obviously anything that may be associated with the labor. His responsibilities mainly would be to make sure things are going correctly in the field as far as harvesting, whether it be any kind of maintenance in the field, you know, pulling weeds, things like that. Thinning, you know, anything that the help may be doing as far as their jobs.

Also he takes, we, he assumes responsibility to keep the vehicles clean, swept out. Keep the camp clean. The kitchen is immaculate. The bathroom is clean. When I say he's responsible, he may dictate or I mean delegate to another worker to do those things, make sure that the bathrooms are transported from farm to farm or field to field, wherever they need to be. Water is in the field.

And I assume what you're really

A. Soap? No, I've never seen that.
Q. Have you seen shampoo being sold?
A. I would never eat soap or shampoo. I've never seen them sold at lunchtime, no.
Q. How about instant noodles, like soup?
A. No, not that I take notice.
Q. Pastries?
A. Perhaps, on occasion.
Q. So you've seen chips, Gatorade, and possibly pastries being sold. Have you seen anything else being sold from the kitchen area?
A. No.
Q. At other times other than lunch?
A. No.
Q. And who sells these items, the chips and the Gatorade and pastries?
A. If Agustin is there, I guess Agustin, I would assume.
Q. Anybody else?
A. I don't know.
Q. Were these items being sold before 2015?
A. I don't know.
Q. Have you ever seen beer being sold?

A. No.
Q. Do you know if Agustin kept receipts for these items?
A. I don't know.
Q. So you told him to keep receipts for the meal purchases?
A. Yes.
Q. But did you tell him to keep receipts for these purchases?
A. No.
Q. Why not?
A. Because by law, I'm required to keep the receipts for the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards.
Q. So Sun Valley Orchards offers the meal plan, but not --
A. We offer it in the contract. It's known to them that we will, Sun Valley Orchards as a company has the means to provide a meal plan.
Q. And that is true for 2015?
A. Yes.
Q. So the guarantee is that Sun Valley Orchards in 2015 -- okay. Scratch it. I got

think it was 19 guys. They left as a group.

Q. And what were the circumstances of their departure?

A. They just, they didn't, they said they couldn't do the work.

Q. Well, how did you -- how did you learn about this?

A. They collectively, Agustin brought it to my attention that there were several men that either couldn't do or didn't want to do the work and wanted to go back home. So I went to the camp, because the guys weren't in the field, so I went to the camp, talked to the guys and sure enough, they didn't want to do the work and they wanted to go back home.

Q. So you first heard about this from Agustin?

A. Yes.

Q. And when did he first start telling you about this?

A. The exact day?

Q. No, like how much before you actually met with them did Agustin tell you that?

A. That day, that morning, they didn't

want to go back out to the field, they didn't want to do the work anymore. And so I immediately went to the camp and talked to the guys and wanted to know, you know, what the issue, if there was an issue, what the issue was. And if we could resolve it, if we couldn't, then we'd have to go through your proper channels to get them back home.

Q. All right. So you didn't know that there were workers who didn't -- weren't happy -- did you have any -- let me rephrase.

Prior to that day that you met with the workers, did Agustin give you any indication there were workers who were not happy?

A. Yeah. And -- yes.

Q. Can you tell me more about that?

A. He explained that there were a few men, it wasn't 19, but there was a few guys that were finding the work much harder than they had anticipated and they were complaining a little bit. That was maybe a day or two prior. And I just kind of thought, him and I both assumed that after a few days of doing the work and they would get used to it and they

would see how things were done. If they couldn't, if they didn't want to do the work after that, then they would go back home.

Q. And so when, the day of this meeting, when did Agustin -- was there anything else said in this conversation with Agustin the day or two prior?

A. No.

Q. So the day of, when did Agustin call you, he called you, Agustin?

A. Yes. He called me on the phone. And I went to the camp. He was there with the guys. There was a few guys outside, but when I got there, I said all the guys come out, because I wanted to speak with all the guys and make sure I got the story right, the general consensus of what was going on. And just spoke Spanish to them and they spoke Spanish back to me and I think we understood each other and had to proceed getting the forms signed and going through the -- because it was all new, how to do all this stuff to, you know, get them back home. And he said that it was voluntarily, I wasn't firing the guys, because I obviously needed help to get my product to the packing

house. And so yeah, it's -- so we went through all the proper channels to do all that.

Q. So all the workers who left around that time were at this meeting?

A. Yes.

Q. About how many would you say?

A. I believe it was 19. I believe. I believe 19.

Q. And Agustin was present?

A. Yes.

Q. For the entire meeting?

A. Yeah. He was there -- he might have saw me coming through the field and then he got there shortly right behind me. But I believe he was there for the -- all the meeting, yeah.

Q. And who else was there at this meeting?

A. Just him and I and the guys.

Q. So Joe Marino was not there?

A. No.

Q. Nobody else from Sun Valley?

A. No.

Q. And where exactly was the meeting?

A. At the camp, at the living

background, but yeah, it was relatively quiet.

Q. I mean did that interfere with hearing?

A. I don't believe so.

Q. And have you told me everything about this meeting?

A. Yes.

Q. And so then the meeting ended, you said this and then what happened?

A. Well, I left and I believe Agustin went back out to the field and the guys just kind of hung out at the camp and waited to hear back from us when I found out what I had to do.

Q. And when did you see these workers next, if at all?

A. Maybe the next day when I brought all the forms there for them to sign and Agustin oversaw that they signed them. But I think I may have seen a few of the guys that day. I don't know that I saw them all. And then maybe the next day or maybe two days later.

Q. So the next day or two days later, you handed forms --

A. For them to sign that they were

leaving voluntarily.

Q. And you gave them to Agustin?

A. Yes.

Q. And then Agustin gave them to the workers?

A. Yeah. And I collected them. I went back, he collected them or I collected them and they were all signed in English and Spanish, their form. It's the right form, I wanted to make sure, because again, this was all new to me.

Q. And so I'm sorry, you collected them or Agustin collected them?

A. He collected them from the workers and then I went back and got them from him.

Q. From Agustin?

A. Yes.

Q. And where did you -- sorry, the next one or two days after the meeting, you handed all the forms to Agustin and then how much later did you come back to get the forms?

A. A half hour.

Q. And how did you see workers, you said you saw a few workers filling out the forms, how did you see that?

A. I brought a bunch of pens and said I need you all to sign and left them there in the eating quarters right there and they were all gathered. They were all starting to come out to gather to sign. And again, not everybody was out there, but I did explain to a few guys, the guys that were out there that we could -- there was several boxes to check off as to why they were returning. And I explained to them, you know, I wasn't going to check the box that said they didn't want to do the work or whatever the box said, I forget the exact wording, because Theresa actually told me, explained to me that checking that box off might make it harder for the men in the future to get return work. So there was another box that said they want to return home to, I don't know if it said family emergency or they're homesick. I forget the exact word, but I explained to them, why, you know, you guys can check this box, but it's clear I'm not firing you. It's clear I need help. And I'm willing to train you guys and do what we got to do to get you guys out here and working. But that wasn't happening. So that it was clear I

Q. Who else left?
A. I don't know names.
Q. How many other workers left?
A. I'm not exactly sure. Left on their own or just work was done?
Q. Either one, separated from Sun Valley.
A. I mean either way, I don't know their names. Nor do I know the amount, the number of men. But there were, I think there were a few instances where a couple of guys may have left mid season. And then we had a group of guys that we explained to them that we just didn't have the crop and they had filled their three-quarter guarantee, I made sure of it before, that's how I came up with the names. Lisa and I went through and made sure each of them made their three-quarter guarantee before we put together any kind of list.
Q. So let's talk about that. What month did they leave in, this three-quarter guarantee group?
A. I believe it was, I want to say it was either at the very end of August or beginning part of September.

Q. How many workers were in this group?
A. I'm not sure.
Q. More than 30?
A. Possibly. For some reason, 34 is sticking out in my mind. I don't know. I forget.
Q. And tell me again why these, what happened, what the circumstances were?
A. We had a bad growing season, horrible growing season and we didn't have peppers, which is our largest commodity by volume.
Q. What kind of peppers?
A. Just regular green bell peppers.
Q. Was there bad weather or what --
A. Bad weather. It was a wet season and disease.
Q. And so Sun Valley determined that there were too many field workers?
A. Right.
Q. And Sun Valley came up with a number of workers that had to be let go?
A. Not had to be, but were asked to, explained to as to why. It wasn't just like,

oh, you know, we don't want you guys anymore. We didn't have the work. And there wasn't enough hours for the amount of men that we had.

Q. And so you and Lisa came up with a number, a number of workers?

A. A list of workers that were well over the three-quarter guarantee.

Q. And how many workers were on that list?

A. I forget.

Q. Was it more than the number of workers that were let go or the exact number of workers that were let go?

A. I don't know. It may have been a half a dozen more, just to be sure that I had the amount of guys that I figured I could let go. I mean there was a whole bunch of factors that determined as to why the number of people that we were letting go. The way the crews are split up. We wanted X amount of people left in the camp perhaps. I'm not exactly sure of the reasoning behind it right now. But at the time, I'm sure there was a method to the madness.

Q. And you and Lisa created that

method?

A. Well, between my uncle and I, we kind of figured out approximately how many men we could let go. And then Lisa and I, her and I just, all her and I did collectively was to be sure that they met their three-quarter guarantee.

Q. So Harry Marino, Jr. determined both the number of workers that needed to be let go and from fields they needed to be let go?

A. Well, they're not assigned to a specific field. They're just, we knew how many guys, about how many guys we can get the rest of the work done, and cleanup. We had a few things we were still harvesting and that takes X amount of people and through experience and all that stuff, we knew about how many people we would need left to complete, to finish out the season. So doing that, we determined how many people we could let go.

Q. Basically between you and Lisa and Harry, you made a decision that X number of people needed to be let go?

A. Well, the number of people, that

was made between Harry and I. Showing that they met the three-quarter guarantee, Lisa and I.

Q. And other than the three of you, was anyone else involved in this decision?

A. No, uh-uh. No, I'm sorry. It's amazing you catch me every time I do that.

Q. And how was this communicated to the workers, this decision?

A. Just like I -- how, in Spanish.

Q. Did you do it directly or did it go through Agustin or through someone else?

A. Him and I. Him and I collectively.

Q. So take me, take me through it.

A. We just at the camp, where guys, the guys were all there and we explained to them that, you know, it was a poor growing season we had, and it was obvious that, because the guys, they weren't doing much and they didn't have many hours. So I explained to them we were going to let some guys go. We're going to determine who, but we explained most likely, it would -- it has got to be guys that may have been here the longest, and maybe the guys that got here first, because they would have been

the guys that would reach the three-quarters first naturally. And they understood that and they understood that we had no product. We had nothing to pick. We had nothing to harvest. And they generally, yeah, they understood that and they were okay with it.

I mean a lot of the guys at that point, they were, they were excited. Some of them were excited to go home and see their families. And okay, we came and it wasn't the best season, but these guys aren't going anywheres. And there will always be next year and it was explained to them that way, you know, we're not letting you go because you didn't perform or nothing like that, it was just we don't have, we don't have the season. We don't have the product. I look forward to seeing you next season if, you know, you choose to want to come back.

Q. And why did you -- so it seems like you had, well, were there two meetings, one, this one meeting and then another meeting to tell the workers who were being let go?

A. I mean there's another one, once we compiled the list of actually who could be let

go, like legally be let go, we presented it to them. And okay, here's the names and this is how we're going to do it and this is the process.

Q. So you mean you created a list which workers had met the three-quarters guarantee so they could be let go?

A. Yes.

Q. And why did you have two, you know, two different meetings?

A. Well, I mean because I had let the guys know prior, at least I felt like I owed that to them and once I compiled the list, because I hadn't done that legwork yet, it was maybe a day or two later.

Q. Two meetings were a day or two apart?

A. Yes.

Q. So it was sort of you had the initial meeting sort of as a courtesy to the workers?

A. Right.

Q. So and how is it determined, okay, we've got a -- we've got to let go some workers?

A. Yeah, I mean, yes. Yes.
Q. What other produce was affected?
A. Pickles. Zucchini. All of them, eggplants. Peppers definitely the worst. Cucumbers were pretty bad at that time. They had a lot of powdery downy mildew, but we don't grow cucumbers late that time of year. So cucumbers is on this list, but we didn't -- I think we were done cucumbers by that time.
Q. Could you have afforded to have kept on all those workers for the rest of the growing season?
A. If I was able to, I would have kept them. I'm sure that would have been very detrimental to me to hang onto labor. You don't want to pay labor to do what, walk through the fields and don't pick anything. That would be foolish.
Q. Walk through the fields and what?
A. And not pick anything. Just walk by the plants that don't have anything on them or dead plants, I can't, I can't. It's foolish.
Q. It would have been financially detrimental to Sun Valley Orchards?

A. Absolutely.
Q. So workers who were, can we call them fired, fired, is that fair?
A. No, they weren't fired.
Q. Laid off?
A. Okay.
Q. Let go. The workers who were let go, this group of workers in August or September, did they sign any --
A. Yes.
Q. -- resignation?
A. Yes.
Q. They signed resignation forms?
A. I don't know resignation, but they signed forms that they were being let go due to crop loss, absolutely.
Q. Does Sun Valley Orchards still have those forms?
A. Yes.
Q. And so those forms say that the workers left because of crop loss?
A. Yes.
Q. So the forms that Sun Valley Orchards gave workers who departed in around May, where were those forms obtained from?

A. I believe it's -- I believe from Theresa Ward at NAC.

Q. So she would have e-mailed them or mailed them to Sun Valley?

A. Probably e-mailed me and I just made copies.

Q. Do you usually correspond with Theresa via e-mail or via phone or both?

A. Both.

Q. Were there any other e-mails that you had with Theresa about the workers departing?

A. I don't know about e-mails, perhaps, I would have to really dig back. But most of that may have been phone conversations, but there was probably a few e-mails in there. But I don't know for sure.

Q. We're talking about 2015?

A. Right.

Q. And you haven't, so you haven't checked your e-mails for this?

A. No.

Q. No one else at Sun Valley has either?

A. Not that I know of. No, nobody

Q. Was Sun Valley Orchards in the practice of notifying the government when workers were separated from Sun Valley Orchards?

A. That's required.

Q. And how does Sun Valley Orchards do that?

A. I call Theresa or whoever in her office that handles that or I e-mail them and tell them that they have to notify whoever they have to notify. That's part of the service that they provide. That's what their agency does.

Q. And would you send them, would you e-mail this organization the list of workers that were separating?

A. Lisa probably did, because this list looks like it's comes from our type of payroll system that we used. And she may have, you know, because I'm sure there's Heather, yeah, because the spelling is correct. I mean this had to come from some kind of a -- some kind of document that Lisa sent to them.

Q. And this reminds you of the payroll system that Sun Valley Orchards has?

Respondent's Volume 3

(RX 13 - 15)

Respondent's Exhibit List

RX 1	Utility bills paid by Sun Valley for the kitchen facility (Ex. R1 to Respondent's Motion for Summary Decision [RMSD]); pp. 1-11
RX 2	New Jersey Department of Labor Camp Inspection Reports and WHD Housing Occupancy Certificates for Sun Valley housing (RMSD Ex. 5); pp. 12-27
RX 3	Repair records for Sun Valley vans (RMSD Ex. 4); pp. 28-37
RX 4	Calculation of hours worked for 6 workers (RMSD Ex. 3); pg. 38
RX 5	Federal Register notice dated February 23, 2015 setting 2015 DOL meal charge amount; 80 Fed. Reg. 9482; pp. 39-40
RX 6	Weekly ShopRite circular showing cost of bottles of Corona (RMSD Ex. 2); pg. 41
RX 7	USDA meal plan cost calculation table for April 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 42
RX 8	USDA meal plan cost calculation table for September 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 43
RX 9	Administrator's 5/22/2017 Responses to First Set of Interrogatories; pp. 44-58[2]
RX 10	Administrator's 5/22/2017 Responses to First Set of Requests for Admissions; pp. 74-82
RX 11	Agustin Hernandez deposition transcript excerpts; pp. 83-128
RX 12	Russell Marino, Jr. deposition transcript excerpts; pp. 129-151
RX 13	Joseph Marino deposition transcript excerpts; pp. 152-185
RX 14	Hugo Leonel Cinta Tegoma deposition transcript excerpts; pp. 186-209
RX 15	Carlos Cervantes Ramirez deposition transcript excerpts; pp. 210-231
RX 16	Hector Mishel Garcia Dominguez deposition transcript excerpts; pp. 232-260
RX 17	Jose Luis Silva Lopez deposition transcript excerpts; pp. 261-276
RX 18	Miguel Angel Elizondo Soto deposition transcript excerpts; pp. 277-295
RX 19	Dario Morales Acosta deposition transcript excerpts; pp. 296-311
RX 20	Notice of Determination (DOL 00006-13); pp. 312-319
RX 21	WHISARD Compliance Action Report 2015 (DOL 00014-17); pp. 320-323
RX 22	Excerpt from report by WHI Jose L. Perez (DOL 00052); pg. 324
RX 23	WHISARD Compliance Action Report 2013 (DOL 00104); pg. 325
RX 24	Back wage calculation, week-by-week (DOL 00144-159) (redacted); pp. 326-341
RX 25	Excerpt of English translation of statement of Hector M. Garcia Dominguez (DOL 00228); pg. 342[3]
RX 26	Results of drinking water tests for SVO housing (DOL 00331-334); pp. 343-346
RX 27	Letter from USDA FSA County Exec. Director dated Aug. 4, 2015 (DOL 00457); pg. 347
RX 28	Photographs of drinking water on trucks in Sun Valley fields (DOL 01866-1868); pp. 348-350
RX 29	Photograph of incomplete early departure form (DOL 01945); pg. 351
RX 30	Back wage calculation summary (DOL 02128); pg. 352

[2] By agreement of the parties, pages 59-73 of the Administrator's Response will be excluded, as they include the names and personal contact information of Sun Valley's H-2A employees for the 2015 season. The names of the employees are separately provided in the parties' Joint Disclosures, so the inclusion of their personal information here is unnecessary.

[3] By agreement of the parties, page 342a will be added as the second page of the English translation of that statement, in the interests of completeness and context.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

- - - - -

IN THE MATTER OF:

SUN VALLEY ORCHARDS, LLC, Respondent. — Case No. 2017-TAE-00003

and

IN THE MATTER OF:

AGUSTIN HERNANDEZ, d/b/a AGUSTIN HERNANDEZ FLC, Respondent. — Case No. 2017-MSP-00002

- - - - -

Thursday, April 20, 2017

- - - - -

Oral Deposition of JOSEPH MARINO, taken at the U.S. Department of Labor, Southern New Jersey District Office of the Wage and Hour Division, 3131 Princeton Pike, Building 5, Room 216, Lawrenceville, New Jersey, commencing at 11:20 a.m., by and before Robin L. Clark, Registered Professional Reporter and Notary Public in and for the State of New Jersey.

- - - - -

APPEARANCES:

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
BY: JASON GLICK, ESQ.
201 Varick Street
Room 983
New York, New York 10014
646-264-3687
glick.jason@dol.gov
For the Administrator Wage and Hour Division United States Department of Labor and for the Secretary of Labor United States Department of Labor

C.J. LAKE, LLC
BY: CHRISTOPHER J. SCHULTE, ESQ.
525 Ninth Street, NW, Suite 800
Washington, D.C. 20004
202-465-3000
cschulte@cj-lake.com
For the Respondents

ALSO PRESENT:

STEVEN RISKO

- - - - -

Q. Anything Sun Valley does that you're not involved in?

A. No.

Q. Are you involved in the payroll for the H-2A workers?

A. To some extent.

Q. Were you involved in 2015 in the payroll for H2 workers?

A. To some extent.

Q. How were you involved?

A. Like I told you, I'm involved with -- I handle most of our IT issues, so the software system that we use, I researched and implemented. I handle questions on that. Help the guys with their iPads and scanners, that type of thing. But I'm not involved in the daily payroll or any of the wages or anything like that.

Q. Are those iPads used to track the hours workers work?

A. Yes.

Q. Is that through the system called PET Tiger?

A. Yes.

Q. Is that the system that Sun Valley

used to track workers' hours in 2015?

A. Yes.

Q. Can you tell me more about how Sun Valley used PET Tiger in 2015?

A. It is a software and hardware system that gives you the availability to keep track of your payroll. That's how we used it. Electronically. So that there's no mistakes.

Q. Does it keep track of the amount of pay workers receive?

A. Yes.

Q. Does it keep track of the number of hours Sun Valley's workers work each day?

A. Yes.

Q. Does it keep track of hours Sun Valley offers its workers, but that workers don't work on a given day?

A. Reask the question. I don't understand the question.

Q. Does Sun Valley use PET Tiger to track information about whether a worker does any work on a given day?

A. I still want you to clarify your question, then I'll answer it.

Q. If a worker doesn't perform any

work on a given day --

A. Yes.

Q. -- what would the PET Tiger system show about that worker?

A. If he's not there and present to be scanned into a job for the day, he has no hours or work for the day.

Q. Is there any other information in PET Tiger for that worker on a day when he doesn't work?

A. I'm not understanding your question. I'll explain, workers get an ID card. They have a scanner and an iPad runs the software. You show up to work. You scan your ID. You scan your job, whatever it is you're doing for the day. It keeps track of it. If you're not there, there's nobody to scan. So I don't -- I'm not getting your question. It's very simple. You either show up for work or you don't.

Q. And when a worker doesn't show up for work, does Sun Valley record that in any other system?

A. No.

Q. Does Sun Valley record the reason

that a worker doesn't show up for work on a given day?

A. No.

Q. In 2015, did Sun Valley record the reason that a worker didn't show up for work on a given day?

A. Not to my knowledge.

Q. Who would know the answer to that question?

A. To what question?

Q. Who would know whether in 2015 if a worker didn't show up for work on a given day, the reason for the worker not showing up was tracked in some system?

A. What do you mean was tracked in some system? You're asking -- reask the question. I don't understand the question.

Q. Besides the PET Tiger, what kind of payroll software did Sun Valley use in 2015?

A. Famous actually prints the paychecks. Famous software is our operating system. PET Tiger is a third-party software system that collects the data that transfers to Famous to print the checks.

Q. So Famous is a system Sun Valley

used?

A. That's our operating system. That's our accounting software.

Q. Other than PET Tiger, are there any other sources of information supplied to Famous?

A. Reask the question. I don't -- be more specific.

Q. The information to print the paychecks comes from the Famous system?

A. The information to print the checks is generated by PET Tiger. That information transfers daily to Famous, our accounting system. Famous physically prints the checks. PET Tiger doesn't print paychecks. PET Tiger is a data collection software system. Famous is our operating system, that's our accounting system. It runs our general ledger and everything else, sales, invoicing, accounts receivable, payable.

Q. Did Sun Valley use any other payroll systems in 2015?

A. No.

Q. Did Sun Valley use any other systems to keep track of the number of hours

that you participated in?

A. Sure.

Q. Agustin Hernandez was at some of those meetings?

A. Sure.

Q. Did you ever discuss meals at Sun Valley with --

A. Meals, no.

Q. Did he ever discuss meals at Sun Valley at those meetings?

A. Nope.

Q. At any of the meetings that you've held at Sun Valley where Agustin Hernandez was present, did anyone discuss the kitchen at Sun Valley with him?

A. Yes.

Q. What was discussed at that meeting?

A. The shape of the kitchen. If the stoves are adequate. Just the overall condition of the facility.

Q. Anything else about the kitchen?

A. We provide the facility and we have nothing to do with it after that. It's not our -- it's not -- it's nothing to do with us.

Q. When you say facility, what does

Sun Valley provide?

A. We provide free housing and we provide a kitchen. Pay all the utilities and that's it.

Q. Does Sun Valley provide any of the equipment in the kitchen?

A. I think we did, yeah. I think we bought everything, the stoves, we -- we provided all that.

Q. What else in the kitchen did Sun Valley provide?

A. I'm not sure. I don't know all that's in there. I don't even know.

Q. So when you discussed the kitchen at Sun Valley with Agustin Hernandez, what did you discuss?

A. You asked if I was present at discussions, I said yes. What was discussed, I don't remember. I don't know. I told you overall condition of the facilities. That's my answer.

Q. Do you remember anything about what was discussed in the meetings with Agustin Hernandez at Sun Valley about the kitchen?

A. No.

Q. Did Sun Valley change anything about the way the kitchen operated in 2015?

A. Not to my knowledge.

Q. Does Sun Valley give Agustin Hernandez any instructions about how to operate the kitchen?

A. No.

Q. Did Sun Valley set any rules for how Agustin Hernandez ran the kitchen?

A. No.

Q. Sun Valley paid some money in 2013 because of a US Department of Labor audit?

MR. SCHULTE: Objection. Are you asking or testifying?

BY MR. GLICK:

Q. Do you know if Sun Valley paid money in 2013 because of a US Department of Labor audit?

A. No.

Q. Do you know if Sun Valley ever paid money because US Department of Labor audit determined that workers were overcharged for their meals?

A. No.

Q. In 2015, were Sun Valley's H-2A

system have about that?

A. The hourly rate and the piece rate.

Q. Are there codes for different jobs?

A. Yeah.

Q. What are some of those codes?

A. They're job descriptions.

Q. Can you give me an example of a job description?

A. Pepper harvest, cucumber harvest, squash, picking, picking peaches. That's a few of them. I gave you an example.

Q. Are those job categories listed in the PET Tiger system?

A. Yes.

Q. What other information goes into the PET Tiger system?

A. Be specific.

Q. So the PET Tiger system has information about the hours workers work?

A. It keeps track of that.

Q. It keeps track of the job category the workers work?

A. Yes.

Q. What else does the PET Tiger system keep track of?

A. The piece rates.

Q. What else?

A. It's not that complicated. It keeps track of the work they do.

Q. Is there anything else in the PET Tiger system?

A. Be more specific. Ask a question. You're asking vague questions. Ask a specific question, I'll give you an answer. I don't know what you're asking.

Q. Does the PET Tiger system keep track of information other than what we've discussed?

A. I don't know what it's capable of, because we only use it for what we use it for.

Q. What does Sun Valley use the PET Tiger system for?

A. How many times do I have to explain this? I've explained it very clearly. What do we use it for? To keep track of what the workers do so we can pay them correctly. That's what we use it for. Ask a specific question, I'll give you an answer.

Q. How does Sun Valley keep track of whether it pays workers correctly?

A. We review the job cards daily and the system tells you if there's a mistake. Nobody's got records like us, I'll tell ya.

Q. What kind of mistakes would the PET Tiger system show?

A. If they double scanned an ID tag. It's very, very, very hard to not catch a mistake. The system is very, is very accurate. It knows if something is out of the ordinary. You review the job card every day and it will identify them, like this is out of sorts. And then you look at it. And then you adjust it.

Q. If a worker doesn't clock in one day, but did work at Sun Valley, would the worker be paid for the work that day?

A. Yes.

Q. What would Sun Valley do to make sure the worker got paid for that day?

A. It would have to be reported to the office to payroll for that to be rectified.

Q. Who would report that problem to the payroll office?

A. Agustin.

Q. Anyone else report those kinds of problems to your office?

A. My brother, Russ.
Q. Anyone else?
A. Not to my knowledge.
Q. Who at the payroll office would be informed about that kind of problem?
A. Lisa.
Q. Is that Lisa Justice?
A. Yes.
Q. Anyone else at Sun Valley keep track of those kinds of problems in the payroll office?
A. No.
Q. Does anyone else work in the payroll office at Sun Valley?
A. No.
Q. A minute ago, you mentioned Sun Valley's records. What kinds of records does Sun Valley have of the hours H-2A workers worked in 2015?
A. Whatever PET Tiger is capable of.
Q. Does Sun Valley use any systems other than PET Tiger to keep track of the hours H-2A workers worked in 2015?
A. No.
Q. Does PET Tiger keep track of the

time of day that a worker clocked in?

A. Yes.

Q. Does PET Tiger keep track of the time of day that a worker clocked out?

A. Yes.

Q. PET Tiger is an electronic system?

A. Yes.

Q. What kinds of reports can be run from that PET Tiger system?

A. I'm not sure. I don't use it daily.

Q. Who uses the PET Tiger system?

A. Lisa.

Q. Does Sun Valley currently have information from 2015 about the hours workers worked in 2015?

A. Reask the question.

Q. Does Sun Valley still have information in PET Tiger about the hours workers worked in 2015?

A. Yeah.

Q. About the pay workers received in 2015?

A. Yes.

Q. Does Sun Valley have records from

2015 about which days workers didn't work?

A. No.

Q. Are you familiar with a job order from the H-2A program in 2015 at Sun Valley?

A. No.

Q. Do you know whether the workers at Sun Valley in 2015 were guaranteed the opportunity to work a certain number of hours?

A. Oh yeah, I know that, yes.

Q. Can you tell me about your understanding of that guarantee in 2015 for the H-2A workers?

A. There's a guarantee that needs to be met. And it's -- I don't know what it is.

Q. Do you know if the guarantee is broken down at all by weeks or months or days?

A. I don't know. I just know that there's a guarantee.

Q. How does Sun Valley keep track of whether workers have been offered the number of hours under that guarantee?

A. Through the payroll software.

Q. How does Sun Valley use that payroll software to keep track?

A. You could pick an employee and run

his work history. It will generate reports and they got all the reports they wanted. It generates reports until you can't read them no more.

Q. What specific information would that work history show?

A. I don't know, whatever you ask it to show. I don't know. I don't use it. I don't use it. I just know that it can do it.

Q. Do you know if it can show the number of hours a worker worked in a particular day?

A. Yes.

Q. Do you know if it shows the reason why a worker didn't work a certain day?

A. Reask the question. I don't know why you keep going back to this, because it's -- like it's not relevant. Reask the question, because I don't understand it.

Q. PET Tiger can run reports?

A. Yes.

Q. Someone from Sun Valley can use PET Tiger to run a report?

A. Yes.

Q. That report would show information

Q. Did all of Sun Valley's workers in 2015 meet the three-quarters guarantee?

A. Yes.

Q. How do you know?

A. Because we made sure.

Q. Who made sure?

A. My brother sat down and went through everything with Lisa.

Q. Do you know what records they used to figure it out?

A. No. You've got to ask him.

Q. Was anyone else involved besides Russell and Lisa?

A. Not to my knowledge.

Q. In 2015, did Agustin Hernandez ever convey information to you about complaints that workers had made to him?

A. No.

Q. Did anyone convey information to you in 2015 about complaints by workers?

A. No.

Q. Did anyone tell you that a worker had a question in 2015?

A. No.

Q. Did anyone in 2015 tell you that

workers wanted to leave Sun Valley?

A. Yes.

Q. Can you tell me more about that?

A. We had, I think it was our first, our first group of H-2A employees. We were just starting asparagus harvesting and we really needed them bad. I don't know the exact number, how many it was, but I think it was that entire group wanted to go home. They didn't want to do the work. And we were stuck, stuck in a bad way, in a real bad way. We needed, we needed workers. And I know we all went over there, myself, my brother, my uncle, my dad, Agustin, and we talked to them all. My brother talked to them. You know, tried to figure out, you know, what it was that they didn't like, what they didn't want to do and they just said they did not want to do this work and they wanted to go home. So that was it, they left. And we needed them bad, really bad.

I'm sure you're aware, this H-2A program is not an easy program to navigate. You just don't pick up the phone and replace 20 people. Meanwhile, the asparagus comes out of

the ground every day, every day, every day, every day. You've got to cut it. There's nobody there to do it. So that's how that went.

Q. Who first told you that some of the workers were having issues?

A. I think Agustin. Agustin is the manager of the help. He went and told my uncle and I think my brother that these guys are not happy. They don't like the work. They don't want to do it. They want to go home. Well, then I find out, what do you mean they want to go home, they just got here. So we all went over to talk to them to see what it is that we could do to make it work and they just, they said no. My brother even explained to them, you know, we understand, it's not about pride. It's not about anything else. Just, you know, can you, nope, they didn't want to do it. They wanted to go home.

Q. Who did you first learn about the situation from?

A. I don't remember.

Q. Was it your uncle?

A. I don't remember. I don't know. I

just, I remember it happened. But I don't know who told me exactly.

Q. When you and your dad and your uncle and your brother and Agustin Hernandez were present with these workers, where were you at that time?

A. At the -- at the living quarters.

Q. Was it inside?

A. No, we were all outside. We were all outside standing as a group.

Q. Were you close to the building?

A. Yeah.

Q. About how close?

A. I was in the parking lot area.

Q. How close were you to the workers?

A. We were talking in a group.

Q. Were you pretty close to the workers?

A. Yeah. I'd say from here, from here to the wall, maybe a little further.

Q. Let the record reflect that the witness is sitting at a table that is about three chairs away from the end of the table and then there's, is it fair for me to say a couple of more feet to the wall?

A. I don't get this.

MR. SCHULTE: The record speaks for itself. I think we would guess maybe 15 feet, but I'm not really sure where this is going.

THE WITNESS: Between 15 and 20 feet.

BY MR. GLICK:

Q. Who spoke at that meeting?

A. My brother, Agustin.

Q. Did anyone else speak?

A. I don't recall.

Q. Did you speak at that meeting?

A. I don't recall. I don't remember what was said. Again, I'm under oath, so everything I answer has got to be the truth and I don't remember, so.

Q. I appreciate that. Did Agustin speak in Spanish at that meeting?

A. Yes.

Q. Did he speak in English as well?

A. He translated.

Q. Who did he translate for?

A. For us, we're not bilingual.

Q. Did he translate for you?

A. No.

Q. At the meeting in 2015 with the workers outside the housing camp, did he translate for Russ?

A. I don't, I don't recall. Russ is, Russ is pretty fluent in Spanish. I don't recall.

Q. Did Russ speak Spanish at that meeting?

A. Yes.

Q. Did you understand what he said?

A. Nope.

Q. Did Russ speak English at that meeting?

A. Yes.

Q. What did he say?

A. I don't remember.

Q. Did you understand him when he spoke?

A. Yes.

Q. Did you understand Agustin when he spoke?

A. English.

Q. Anything he said, did you understand it?

A. When he spoke English.
Q. Do you know what he said?
A. No.
Q. Who spoke first at that meeting?
A. I don't recall.
Q. How many workers spoke?
A. I don't recall.
Q. Was it more than one?
A. I don't recall.
Q. Was anyone upset at that meeting?
A. No.
Q. How do you know?
A. Define your definition of upset. I don't -- I don't understand what you're asking. My definition and yours might be two different things.
Q. What was the mood like at the meeting?
A. The mood was fine. We were just trying to figure out what the problem was. It was just a, hey, what's going on. What's going on, what's, what's the problem. What don't you like? What's -- I mean before I knew it, that was it, they wanted to go home and that was it. I don't remember the specifics, what was said.

All I know is we did everything we could, we needed them bad. We couldn't afford to lose them. They wanted to go home, so.

Q. Did the workers explain any concerns that they had at that meeting?

A. I don't recall. Again, I'm going to tell you again, I don't know specifically what was said. I just explained the mood of the meeting. I explained the intent, what was going on. I can't recall from 2015 the exact words of what was said, who said what, when, where and how. I don't. I don't remember. So move onto the next one.

Q. Is there anything else about the meeting in 2015 that we haven't discussed that you do remember?

A. No.

Q. Do you have any notes from that meeting?

A. No.

Q. Does Sun Valley have any notes from that meeting?

A. I don't know. You'd have to ask Russ.

Q. Who else would know?

Exhibit 18?

A. No.

Q. Have you seen Exhibit 18 before?

A. No.

Q. Do you know who created Exhibit 18?

A. For certain, no.

Q. Do you know whose handwriting appears on Exhibit 18?

A. I do not.

Q. You don't recognize the handwriting on this document?

A. I do not, no.

Q. Does Sun Valley have an orientation for when H-2A workers arrive at Sun Valley?

A. I believe so. My brother does that. You've got to ask him.

Q. Are you involved in the orientation?

A. No, I am not. Again, I am not involved with the labor, the day-to-day operations, the H-2A program, that is not my responsibility at the company.

Q. So --

A. I cannot speak for certain on these questions you're asking, no. You had that

opportunity yesterday.

Q. Are you personally involved in any orientations for workers at Sun Valley?

A. No.

Q. Other than Agustin Hernandez, did anyone at Sun Valley have a New Jersey crew leader license in 2015?

A. I don't know.

Q. Who would know?

A. I have no idea. I don't know. I don't know the answer to that, no.

Q. Do you know if anyone at Sun Valley had a Farm Labor Contractor license from the US Department of Labor in 2015?

A. I do not know.

Q. Mr. Marino, I'm showing you a document that I think has been previously marked as Exhibit 8 in the deposition of Agustin Hernandez. Do you recognize Exhibit 8?

A. I guess it's the -- it has something to do with the H-2A application. I don't know. I don't do it.

Q. You haven't seen Exhibit 8 before?

A. No.

Q. Do you know who fills out any of

the typed information in Exhibit 8?

A. I do not know, no. You'd have to ask Russ. His name is clearly on it, so I hope you asked him yesterday.

Q. If Agustin Hernandez testified that you personally posted Exhibit 8 at Sun Valley, how would you respond?

MR. SCHULTE: Objection, that's actually not at all what Agustin Hernandez testified to, so that's a hypothetical.

BY MR. GLICK:

Q. Did you personally post Exhibit 8 at Sun Valley?

A. No. No.

Q. You're not involved in maintaining the housing at Sun Valley?

A. No.

Q. You're not involved in inspecting the housing camp at Sun Valley?

A. Nope.

Q. Preparing the housing facility at Sun Valley?

A. No.

Q. You're not involved in inspecting

the bathrooms at the working housing camp at Sun Valley?

A. No, no, no.

Q. You're not involved in the transport of workers between the housing camp and the fields at Sun Valley?

A. No.

Q. You're not involved in maintaining those vehicles?

A. No.

Q. You're not involved in overseeing who drives those vehicles?

A. No.

Q. Sun Valley employs a mechanic named Leonard Fleming?

A. Yes.

Q. Who oversees Leonard Fleming?

A. The owners. We all do. He's an employee of us. He has no mechanic boss.

Q. Do you ever assign work to Leonard Fleming?

A. Sure.

Q. What kinds of work do you assign him?

A. Things that need to be fixed.

Q. Other than vehicles?
A. It's a farm. He works on everything. If it's broken, he fixes it. So use your imagination. Anything that needs to be fixed on a farm, Leonard works on it. Within his capabilities. And if he can't fix it, we send it out.
Q. Who do you send it out to?
A. To whatever the appropriate shop may be to fix whatever it is that's broken.
Q. Does Sun Valley use a shop that employs a person named Al Foot?
A. Yes.
Q. What does that Sun Valley use that shop for?
A. Again, for whatever our overflow, whatever Leonard can't handle, if he's too busy, whatever needs to be fixed.
Q. Does that include fixing the vehicles that transport Sun Valley's workers between the worker housing camp and --
A. It could. Yes, it could, yes.
Q. Mr. Marino, I realize some of my questions are very long and it may be very clear what I'm about to say, but could I just

it. Russ handles it. So again, I'll reiterate that, it's my brother. So I hoped you asked him yesterday.

Q. There was some groups of workers who left Sun Valley early in 2015?

A. Be more specific.

MR. SCHULTE: The testimony was that there was a group of workers, we covered this earlier.

THE WITNESS: Yeah.

BY MR. GLICK:

Q. Was there a group of workers who Sun Valley laid off in 2015?

A. Yes.

Q. Were you personally involved in the decision to lay those workers off?

A. Yeah, we all discuss it. We all discuss what was going on in our business.

Q. Can you tell me more about the circumstances that led to the layoff of those workers?

A. We had a crop disaster. We lost our pepper crop. We had nothing left to pick. Nothing left to pick. There's no work. So we determined we had to let people go. And we

made sure that their contracts were fulfilled for the guys that were laid off. That's the end of that. There's no work. It's a disaster.

Q. Those workers who were laid off in 2015, did they sign forms before they left?

A. I don't know. Because I don't get involved in any of that after the fact. That's my brother. That's the agent that we used to make sure that we follow everything that is supposed to be followed, to do what we're supposed to do. I'm not involved in that.

Q. Who was involved in determining whether the workers who were laid off received the three-quarters guarantee?

A. Russ and Lisa. We ran detailed reports like you're putting in front of my face to determine that they actually worked the time before anybody was laid off. Because none of us want to be sitting here. You can bet that. None of us. You might think we do coming in our office throwing this stuff at us, but we don't. That's why we spend what we spend. That's why we hired the consultant and we ask questions and we do, but we were advised to

used by counsel who was unprepared to ask him questions yesterday on all of these topics.

THE WITNESS: Yes. And I also want to say that I was extremely prepared today on the topics I was to be deposed on as well. Thank you. I was not, not prepared.

BY MR. SCHULTE:

Q. While we're still on, just a couple of follow-ups. I'm sorry I thought you meant on your point. Three or four quicks ones. Does Sun Valley have a policy to exclude workers from using kitchens?

A. No.

Q. PET Tiger and Famous would show days where a worker didn't have hours worked, right? I mean it wouldn't have an entry for that, but you could tell if other workers in the same crew were working and and they had a zero for that, you could tell that they didn't work that day?

A. Sure, yes.

Q. Are you aware of any complaints that workers made in 2015 regarding the meals?

A. No.

Q. And in your experience when Wage and Hour investigators come out, have they made any comments about the food being served?

A. Yes. Wage and Hour has been to our farm since we have been in business, every year they come. They say what a great job we do. The kitchen is fantastic. The food smells wonderful. They all want to sit down and eat with everybody. And first year we get an H-2A, here we are, here we sit. So they know our operation very well and we have been a good farm for a long time.

And I do want to clarify the question about the food and kitchen stuff. The reason the answers are no, because we are not involved, never have been involved in anything that goes on with food or kitchen. That's a fact. Always has been. Always will be. We provide the free facilities and that is it. End of story.

MR. SCHULTE: That's all.

THE WITNESS: Thank you.

(Whereupon, the deposition was concluded at 1:52 p.m.)

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF HUGO LEONEL CINTA TEGOMA

New York, New York
May 11, 2017
3:37 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 051117

May 11, 2017

3:37 p.m.

Video teleconference deposition of HUGO LEONEL CINTA TEGOMA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831C, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

Q. Why did you decide to apply?

A. To get a job opportunity. I didn't have a job here in Mexico.

Q. Okay. So, I'd like to talk a little bit about what the work was like at Sun Valley. Maybe you can tell me, overall, what was it like in your experience? 03:55PM

A. Yes.

Q. Please tell us. 03:55PM

A. I arrived in May, in that month, but I don't remember the exact date. We knew that we were going to work on the fields and we were going to be harvesting asparagus, cucumber, eggplants and other type of vegetables that I don't remember that well. 03:56PM

Q. And what were your hours there?

A. We began working at 6:30 a.m. or 7:00 a.m. until 5:00 p.m. or 6:00 p.m.

Q. How many days a week?

A. From Sunday to Sunday. 03:56PM

Q. So you're saying seven days a week?

A. Yes. When the harvest was ready, we were going to work for seven days a week.

Q. Who determined the work schedule?

A. You had to harvest the asparagus so that 03:57PM

A. We told him that it was not logical that he was asking for something to happen that fast because we were human.

Q. Did Agustin ever punish anyone? 04:00PM

A. Yes. He punished me.

Q. How did he do that?

A. He took me out of the field and he told me that I was useless and that I was too slow, even when I was working at the same pace as other 04:00PM workers.

Q. How long did he take you out of the fields for?

A. Around two or three times.

Q. Did he punish any other workers? 04:01PM

A. Yes, he did the same to others.

Q. How many others?

A. I am not very sure, but I think it was from three to five people.

Q. And how did he punish them? 04:01PM

A. The same way, he took them out of the field.

Q. When you were working in the fields, what were you doing?

A. I was harvesting asparagus. 04:01PM

Q. Anything else?

A. No, because it was the season for asparagus.

Q. Did you have -- were there bathrooms in the fields? 04:01PM

A. No.

Q. So how did you relieve yourself?

A. It was a complete odyssey. We had to either hold it or run towards the trees. 04:02PM

Q. Was there water in the fields?

A. No, there wasn't any water.

Q. All right. Let me change the subject a little bit and talk about food. How did you eat at Sun Valley? 04:02PM

A. Mr. Agustin would sell us food.

Q. Did he sell you a weekly meal plan or food by the item or how was that arrangement?

A. It was a weekly arrangement. We had to pay for our meals weekly. 04:03PM

Q. Did Agustin sell anything else to the workers?

A. Yes. He would sell soda, Red Bull, Monster, beer, bread, milk, water and coffee.

Q. Can you repeat that list? I didn't quite 04:04PM

A. 7:00, 7:30, sometimes 6:00. It would change.

Q. What would you buy then?

A. Another beverage. 04:09PM

Q. What kind of beverage?

A. Coke or another flavored drink.

Q. Would you buy any other drinks from Agustin during this typical day?

A. No. No, not any other type of drinks. I saw that other people would buy beer from him, but I didn't buy any. 04:09PM

Q. Did your coworkers typically purchase the same number of drinks from Agustin or fewer than you or more than you? 04:10PM

A. I think that maybe a little bit more.

Q. Did any of your colleagues not purchase any drinks from Agustin?

A. No. Everyone bought from him. We all did. 04:10PM

Q. When you had your first drink -- when you purchased your first Monster at 8:00 or 8:30, what was going on at that time? What were you doing at that time?

A. We were harvesting asparagus. During the 04:11PM

why you wouldn't drink -- I'm sorry.

Is that why you wouldn't purchase a drink from Agustin in the afternoon?

A. Sometimes I did because after drinking so much water, your stomach would hurt, so you would have to buy a Gatorade. 04:13PM

Q. Was the water good to drink or was there a problem with the water?

A. I don't think there was any problem with the water. It's just because we were working and sometimes if you have too much liquid, you feel like vomiting, but it's because you are putting a lot of effort in your work. But I don't think there was a problem with the water. 04:13PM 04:14PM

Q. Why did you drink Monster?

A. I thought that it's supposed to be an energetic drink, so it could help us work as much as Agustin was asking from us.

Q. These drinks that we've been talking about, were they included in the weekly meal plan? 04:14PM

A. Yes, because if you didn't have money to pay for them, he would give us credit.

Q. How much was the weekly meal plan?

A. It was $450, more or less. I am not that 04:15PM

sure.

Q. Are you speaking in pesos?

A. Dollars.

Q. How often did you have to pay that? 04:15PM

A. I was there for a little while, so it was two or three weeks that I was there.

Q. Does that include the drinks or is that just the meals, that amount that you told us?

A. It includes everything, drinks and meals. 04:16PM

Q. Was there a specific price for the drinks?

A. Yes. There was, but I do not remember right now. I think it was $2 or $2.50 per Monster or maybe three. I cannot recall. 04:16PM

Q. What about the sodas?

A. $1.

Q. What about the water?

A. A dollar as well.

Q. What about the Red Bull? 04:16PM

A. I think that one was a little more expensive. I think it was 3.50, but I am not completely sure.

Q. When would you pay Agustin?

INTERPRETER ERRASTI: The interpreter 04:17PM

needs clarification from the witness.

A. Every week when he gave us our paycheck, he would deduct the money that we owed him. So, for example, if I had made 900 pesos -- sorry, $900, and I owed him $500, I would at the end get $400. 04:18PM

Q. You were earlier saying that Agustin sold beer. How much was the beer?

A. I cannot tell you because, to be honest, I never bought any. 04:18PM

Q. How many of your coworkers purchased beer?

A. Most of them did.

Q. How many beers a week would your coworkers drink per person, if you can remember? 04:19PM

A. I think that weekly from Mondays through Fridays they would drink around five to six cases of 24 bottle beers, more or less.

Q. What kinds of beer were sold?

A. Corona and I think they also sold Modelo, Modelo Especial. 04:20PM

Q. Were they cans or bottles or how were they sold?

A. It was bottles and cans, both.

Q. How big were they? 04:20PM

farm?

A. It was a decision taken by Mr. Russell.

Q. How did that come about?

A. Because we had a meeting, all the workers that were unsatisfied with the conditions and this meeting was with Agustin. 04:33PM

Q. Who else was there besides Agustin?

A. Mr. Russell was there and we were like 15 or 17 more persons in that meeting. 04:33PM

Q. How did that meeting come about?

A. So, we asked Agustin -- well, Agustin was being very harsh with us, so we asked him to set up a meeting with Mr. Russell. But he told us that Mr. Russell was really very violent and he was a nervous kind of person. So one day we just didn't show up to work, and I think that was the reason why Mr. Russell showed up. 04:34PM

Q. Why did you want to meet with Russell?

A. Well, because we didn't like the conditions that they were -- that we had to follow. They were too demanding with us. 04:35PM

Q. What did you plan to tell him?

A. Well, first of all, I was thankful with Mr. Russell because of the opportunity of giving me 04:35PM

a job. And I was also somehow embarrassed because I couldn't give him what he wanted. But I wanted to continue if I had an opportunity to do so.

Q. What else did you want to tell him? 04:35PM

A. Well, that I was really very grateful and I wanted to keep working so I could feed my family because I couldn't get a job here in Mexico. But I wanted the conditions to be changed so they wouldn't be so demanding with us. Because I gave what I 04:36PM could, but my body could not help it any more, so --

Q. What was wrong with the conditions?

A. Well, they were really very demanding with us and I just think that we're not machines or animals. We're just people. People get tired. You 04:37PM cannot keep running all day long and that's what they wanted us to do, but I don't think that's possible.

Q. What did Agustin tell you when you said you wanted to speak to Russell? 04:37PM

A. What did I tell him?

Q. Who asked Agustin to meet with Russell?

A. All of us.

Q. How did Agustin respond?

A. He just -- he responded in a very bad 04:38PM

Russell called you all lazy and then what happened, just step by step? What happened next in the meeting?

A. Well, that was it. He called us lazy. He told us that we didn't want to work and, again, I want to repeat this. He told us that he paid for us and that we didn't want to work. 04:44PM

Q. Did you have any choice about staying or leaving? 04:45PM

A. No. He just said, the ones that are staying will give me more or the same as what I'm offering.

Q. Would you have been willing to stay and keep cutting asparagus? 04:45PM

A. Well, if he had accepted the conditions for us to work, I would have gladly stayed there to work.

Q. How many hours a week were you willing to cut the asparagus? 04:46PM

A. Eleven, 12, 13 hours.

Q. Is that per day or per week or how long?

A. Per day. Per day.

Q. What was it that you needed to change or wanted to change? 04:47PM

the time and they were on top of us all the time and they were just really very demanding with us. That was the thing.

Q. But you were okay working long days? If they were more respectful, you would have been okay? 05:02PM

A. Yes, that is correct. And I worked at a farm in South Carolina and they didn't treat me the way they treated me in Sun Valley.

Q. Did you work long days at the farm in South Carolina? 05:02PM

A. Yeah, from 6:00 in the morning until 8:00 at night.

Q. Okay. What kind of crops did you work on on that farm? 05:03PM

A. It was strawberries, peaches, cucumber and squash.

Q. Is picking strawberries hard work?

A. Yes, it is a heavy work.

Q. Which is harder, strawberries or asparagus? 05:03PM

A. Asparagus is a bit harder, a little bit.

INTERPRETER ERRASTI: Interpreters need to switch.

MR. SCHULTE: Okay. Thank you. 05:04PM

(Interpreter de la Garma Romo replaced Interpreter Errasti.)

Q. Did any of the workers ever bring complaints to the Marino family about housing? 05:04PM

A. No.

Q. About the kitchen?

A. No.

Q. About the buses?

A. We told Mr. Agustin. 05:04PM

Q. Okay. Did you ever complain about buying drinks or buying meals from Agustin?

A. Yes.

Q. When was that?

A. I think so. I'm not quite sure but I told him that I wanted to wash my clothes and also to be able to buy water or sodas to drink. Because I had bought some water from elsewhere, but since there was too many of us at that place, it ran out really fast. So, I had to buy from Agustin. 05:05PM 05:06PM

Q. Who was it that you complained to?

A. I think I told Mr. Agustin. I think so. I cannot recall.

Q. Before the meeting with Mr. Russell had you ever spoken with him before? 05:06PM

A. No, because Agustin used to say that he was always very busy, very nervous and very worried.

Q. Did you ever speak with anyone else in the Marino family? 05:07PM

A. No. We always addressed Mr. Agustin.

Q. How long does it take to go from Monterrey to New Jersey?

A. It took us, I think, three nights and four days. I think so. I think so. I'm not that sure. 05:07PM

Q. Do you remember when you left Monterrey, what day?

A. I am not sure, but it was in May.

Q. You had your passport earlier. Is there a stamp in there or some notation of when you would have crossed into America in 2015? 05:08PM

A. Yes.

Q. Can you check that, please, and let me know when that was? 05:08PM

A. It was on April 22nd, 2015.

INTERPRETER DE LA GARMA ROMO: The interpreter wants to make a clarification. He's looking at the issue date of his visa.

MR. SCHULTE: I'm sorry. I missed that 05:08PM

last part. What was that, your note you mentioned?

INTERPRETER DE LA GARMA ROMO: He is looking at the issue date of the visa. 05:09PM

Q. Is there a note in there that shows when you crossed the border?

INTERPRETER DE LA GARMA ROMO: He is pointing at the interpreter. Should I read you the date? 05:09PM

MR. SCHULTE: Please.

INTERPRETER DE LA GARMA ROMO: April 23rd, 2015.

Q. You said that you had gone to the store two times while you were in New Jersey. Would you always go on the same day of the week or was it different days? 05:09PM

A. It was different days.

Q. Do you remember what days?

A. No. To be honest, I have no idea. 05:10PM

Q. Was it after work?

A. No, it was before.

Q. What time of day would you go?

A. I think it was after 1:00 p.m.

Q. So, you'd work in the morning, have 05:10PM

the meal plan?

A. It was apart. Milk and bread, maybe coffee. But we had -- but I'm sure that they charged us for it. 05:29PM

Q. I'm sorry. When you say apart, you mean as one word, apart as in separate or a part as included with?

A. When I say apart, I mean that, for example, bread would have a price and also breakfast would have one set price as well as lunch and dinner. 05:30PM

Q. What was the part for breakfast?

A. No. Breakfast was that. Breakfast was bread. 05:30PM

Q. How much was the lunch?

A. I think that per week we might have paid 70 to $80. I cannot recall.

Q. Earlier you testified that the meals were $450. Was that -- was the $70 just for lunch or $70 for all of the meals? 05:31PM

A. That was an example that I gave when I said 450. And he would, for example, write down what we had, the beverages that we had had during the morning and at lunch and at night. And since 05:32PM

you were tired, you would lose count whether you had asked or what he had noted down or not. We were tired because of work and because there was so much pressure on us. 05:32PM

INTERPRETER DE LA GARMA ROMO: The interpreters will switch now.

(Interpreter Errasti replaced Interpreter de la Garma Romo.)

Q. You said that $450 was an example. Did you ever pay that much? 05:32PM

A. Yes, I think I paid like 430 or 450.

Q. How many times did you pay him?

A. Just once.

Q. How much was the meal portion of that? 05:33PM

A. It was just a normal dish. And tortillas, we had like seven or eight tortillas but because of the chemicals they add to the asparagus, maybe that's why we were not that hungry.

Q. The question was how much of the 430 or $450 was for the meal and how much was for other items? 05:34PM

A. Well, again, Agustin just told me once, this is how much you owe and that was it.

Q. He never -- did he ever tell anyone else 05:34PM

visa since 2015?

A. No.

Q. Are you planning on getting one this year? 05:36PM

A. No. Not H2A.

Q. H2B?

A. Yes.

Q. What kind of work will you be doing?

A. Landscaping. 05:37PM

Q. Do you know where?

A. That was in Memphis, Tennessee.

Q. When was that?

A. In 2016.

Q. Are you planning to get an H2A or an H2B visa for 2017? 05:37PM

A. Yes, H2B.

Q. Where will that be?

A. You mean the state?

Q. Yes. 05:37PM

A. I don't have an opportunity yet. I'm looking for an opportunity to get a job.

Q. Okay. Did Mr. Russell tell you anything about the form that we looked at earlier that you signed? 05:38PM

Tinta Tegona

A. No.

Q. You mentioned much earlier when we were talking about you would drink Monster to get more energy; is that right? How does Monster make you feel? 05:38PM

A. Well, as I mentioned earlier, Monster is an energy drink. When you're tired, you drink it and, I don't know, you think that it boosts you up.

Q. What time would you drink one in the morning? 05:39PM

MR. HEYMAN-KANTOR: Objection. Asked and answered.

A. 8:00, 8:30 in the morning. It depends.

Q. Were you tired when you drank one? 05:39PM

A. Very, very tired because there was no water.

Q. Which gives you more energy, water or Monster?

A. Well, I drank a bottle of water and I think the one that gave me more energy was Monster. 05:39PM

Q. You said that the workers paid for their return travel. How much did you pay?

MR. HEYMAN-KANTOR: Objection. Mischaracterizes testimony. 05:40PM

A. No, I don't know. I know that we all left but we all took different ways.

Q. What do you mean we all left?

A. Yes, because all the people that signed the document had to leave the farm. 05:42PM

Q. How many people signed?

A. Again, I don't know. It was 15 to 17 people. I do not have the exact number.

Q. And how many people were there -- how many workers were there at Sun Valley at that time total? 05:42PM

A. Maybe 80 or 100 people. I don't know, more or less. I don't know.

Q. Out of that 15 or 17 people, were they all working on asparagus all the time? 05:43PM

A. Yes. We were all working in the same area. Well, I said 70 or 80 people. I'm not sure. I don't have an idea about that. It's just a number. Because you just go there to work. You don't go to count people and see what's going on. 05:43PM

Q. Sure. The people who signed the form, though, they all were working together in asparagus all the time?

A. That is correct. 05:44PM

Q. Did any of them ever work on other vegetables?

A. I have no idea.

Q. You mentioned that you felt embarrassed that you couldn't do the job. Did anyone else tell you they felt the same way? 05:44PM

MR. HEYMAN-KANTOR: Objection. Mischaracterizes testimony.

A. Well, I mentioned that because that's my personal feeling, that's how I felt. I was grateful for the job opportunity that he was giving me so that I could give something better to my family. So, I felt committed to work, but the mindset that -- he working did not make the work easier for me to do. The mindset that he had for working did not make me feel comfortable doing my job. 05:44PM 05:45PM

Q. They didn't show you enough respect for how hard you were working?

A. I didn't show respect for that? 05:46PM

Q. No. No. They didn't show the workers enough respect.

A. Yeah. That's what I think because they did not value the effort and the sacrifice of going to the United States and having us there working. 05:46PM

that's the option that Russell or Agustin would have checked because that's what it says. It says work slowed.

Q. Who put the check on the form? 06:13PM

A. I did.

Q. What do you mean Russell would have put a check on the form?

A. Yes. Later on I might have said that but I'm getting confused. It's because I understood 06:14PM that the options that I was slow, but instead now that I'm reading it, I can see that it says work slowed.

Q. What would have happened if a worker checked the box that said they were slow? 06:14PM

MR. HEYMAN-KANTOR: Objection. Mischaracterizes this form.

A. This option says that work is slow. That means that they're almost isn't a lot of job or a lot of work to do. 06:14PM

Q. Were any of the workers concerned that if they reported on the form that they couldn't do the job that they would have trouble getting jobs in the future in the United States?

MR. HEYMAN-KANTOR: Objection. 06:15PM

Mischaracterizes facts in evidence.

A. Yes. To be honest, I did. I thought that if I chose that option, then I wouldn't be able to go back to the United States. My ignorance made me think that. 06:15PM

Q. Before you came to the United States, did you know that there would be a charge for meals or transportation?

A. No. I know based on my own experience that you buy your own food and that they usually have a van that takes you to Walmart. Usually to Walmart so that you could buy food. 06:16PM

Q. If you had known that, would you have come to the United States to work anyways? 06:16PM

A. Sometimes out of need we have to take that kind of mistreatments and humiliation.

Q. What mistreatment and humiliation?

A. Sometimes -- well, when you have to work -- when you're working as hard as you can and they are demanding more from you and also that you don't have a place to wash your clothes or a place to cook or that you have to eat things that you don't like to eat and you have to eat them, maybe I didn't use the right word when I said humiliation or 06:17PM 06:18PM

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
CARLOS CERVANTES RAMIREZ
New York, New York
May 10, 2017
3:03 p.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017B

May 10, 2017

3:03 p.m.

Deposition of CARLOS CERVANTES RAMIREZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 831, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

A. All the time.
Q. What was the arrangement for eating meals when you worked at Sun Valley?
A. During the morning we had coffee and maybe a piece of bread and then at noon we had lunch and in the afternoon around 6:00 we had dinner. 03:16
Q. Was there a charge for those meals or was it free?
A. We had to pay $75 a week. 03:17
Q. Whom did you pay?
A. Agustin.
Q. Did you have a choice about whether or not to pay that $75 a week?
A. No. 03:17
Q. When you worked at Sun Valley, did you buy anything else from Agustin or anyone else at Sun Valley?
A. I would only buy from Agustin.
Q. What, if anything, did you buy from Agustin? 03:17
A. I would buy my meals, soda, cigarettes, potato chips.
Q. Did you buy anything else from

Agustin?

A. During the weekends I would buy one or two beers.

Q. Did you purchase anything else from Agustin? 03:18

A. No. Only that.

Q. Were any of the sodas, cigarettes, potato chip or beers included in the $75 a week fee?

A. No. 03:19

Q. When you worked at Sun Valley in a typical day, how many sodas did you buy?

A. Three or maybe four.

Q. What did that depend on?

A. Monster or a soda. 03:19

Q. Were there -- the days where you bought more drinks, was there a reason you bought more on that day?

A. Because water was not enough.

Q. What do you mean by that? 03:20

A. They would only take us a thermos of water, but when we ran out of it, we had to buy a soda or something to drink.

Q. Where were the thermoses?

the interpreter.

INTERPRETER ERRASTI: I didn't hear what you said.

MR. GLICK: Did you translate what the witness said? 03:36

INTERPRETER ERRASTI: I translated what he said because he didn't finish his question.

MR. GLICK: I will ask the next question, please. 03:36

Q. Mr. Cervantes, when you paid about $20 for beer, how many beers did that include?

A. It was 24 beers.

Q. Do you remember what brand of beer?

A. Bud Light, Budweiser and Caguama. 03:37

Q. Were those 24 beers cans or bottles or something else?

A. They were cans.

Q. Did your coworkers also purchase beer from Agustin? 03:37

A. Yes.

Q. How often did they buy beer from Agustin?

A. Just weekly.

something.

Q. Do you know where Agustin kept that notebook?

A. He was the only one that had that notebook. 03:39

MR. GLICK: Objection.

Nonresponsive.

Q. Do you know where Agustin kept the notebook?

A. He had it with him in his van. 03:40

Q. Do you know what percent of your coworkers from Sun Valley purchased beer from Agustin?

A. Most of them, 90 percent.

Q. How do you know that? 03:40

A. Because there were people from other states that would come with us and they were the ones that used to drink more.

Q. Did some of your coworkers purchase more beer from Agustin than you did? 03:40

A. No.

Q. Did any of your coworkers purchase beer from Agustin during the week?

A. No.

A. No. That was it.
Q. Do you know if there were any of your coworkers at Sun Valley who did not purchase beverages from Agustin while working in the fields? 03:43
A. No.
Q. During the time you worked at Sun Valley, did you ever buy anything outside of Sun Valley?
A. Yes, when we went out to cash our checks, they took us to a store, I would buy soap, soap for my clothes and toothpaste. And that was it. 03:43
Q. At that store, did you ever buy anything else? 03:44
A. I bought a 12 pack of Coca-Cola.
Q. Do you remember how much that 12 pack of Coca-Cola cost at that store?
A. It was 3.50, more or less.
Q. Did Agustin know whether you purchased that 12 pack of soda outside of Sun Valley? 03:44
MR. SCHULTE: Objection. How does he know what someone else knows?

A. It was just bunk beds.
Q. Was there any refrigerator in the dorms you could use?
A. No.
Q. What were the bathrooms like? 03:52
A. It was a room. On one side we had the showers and on the other side we had the toilets, but there were no curtains.
Q. Where were there no curtains?
A. None of the bedrooms. None in the 03:53
showers nor in the toilets.
Q. If you were using the toilet, could you see the person next to you?
A. Yes.
Q. Just part of their body or could you 03:53
see their whole body?
A. If someone walked in front of you, they would see that you were sitting there on the toilet.
Q. Would they see your whole body or 03:54
just a part of your body?
A. The whole body. There were no doors.
Q. Was there hot water in the bathroom?

A. Sometimes.
Q. What times was there not hot water?
A. Well, we were a lot in those rooms so water was not enough and we had to wait for someone to take a shower and then it would be us. 03:54
Q. Were there times where there was no hot water for you to use?
A. Yes, I think it was twice.
Q. Were the bathrooms clean? 03:55
A. No. Not very clean, but...
Q. What about in the fields, were there bathrooms for you to use in the fields?
A. No.
Q. Were there Port-a-Potties or some kind of portable toilet for you to use in the fields? 03:55
A. No.
Q. What would you do if you had to use the bathroom while working in the field? 03:56
A. We had to ask for permission and we would have to walk to the dorms. That's where the bathrooms were.
Q. Did Agustin always give you

Junior was yelling and waving his hands, do you know what he was saying?

A. No. I honestly don't know because I don't understand English.

Q. Did you speak to Mr. Marino Junior during that morning? 04:11

A. No. We were not able to talk to him and we didn't settle anything. He just said whatever he said and then he left and then Agustin spoke to us. 04:12

Q. Did any of your coworkers speak to Mr. Marino Junior that morning?

A. No.

Q. Before that morning, did you or any of your coworkers plan to tell Mr. Marino Junior anything if you had the opportunity to do so? 04:12

A. Yes.

Q. Do you know who it was who planned to speak with Mr. Marino Junior if they had the opportunity? 04:13

A. It was a group of 21 people and we told Agustin that we wanted to talk to Mr. Marino in order to know whether we were

being paid by the hour or by the amount of production.

Q. Was there anything else that you told Agustin that you wanted to talk to Mr. Marino Junior about? 04:14

A. No. We only wanted to speak about work related topic.

Q. Any other work related topics that you wanted to speak to Mr. Marino Junior about?

A. We just wanted to know how we were getting paid, if it was by the hour or by how much we produced. 04:14

Q. Anything else you wanted to talk about?

A. Only about that because the paycheck didn't say whether we were being paid by the hour or by how much we produced. We just saw the final amount that we got paid. 04:14

Q. When did you tell Agustin that you wanted to speak to Mr. Marino Junior about that pay issue? 04:15

A. When we got the first paycheck because we would work the same number of hours, but some would get paid more and some would get

Q. Did other workers refuse to work at Sun Valley under any conditions?

A. No. We were all willing to work.

Q. How do you know that?

A. Well, we talked among each one of us and since I had gotten the money in order to pay for my transportation for my Visa for my passport, I had borrowed that money from someone, so I couldn't go back because I had to save enough money in order to pay. 04:23 04:24

Q. Do you know why Russell Marino thought that workers did not want to work under certain conditions at Sun Valley?

MR. SCHULTE: Objection. He has never said anything about Russell. 04:24

A. Because the job was very tough. We had to crouch all day and we had to spend many days -- many hours working.

Q. Did you ever complain about those work conditions? 04:25

A. It's because we worked for many long hours and then at the end of the day, the paychecks would be different. Some would get paid more and some would get paid less and

Agustin would also scold us because we were not producing enough. That's the reason we wanted to talk to Mr. Marino, in order to find out why some people were getting paid more and some people were getting paid less. 04:26

Q. Do you know if that's what Mr. Marino Junior was upset about that day?

MR. SCHULTE: Same objection. He only refer to a Mr. Marino.

A. Yes. 04:26

Q. Why do you think that?

A. Well, Agustin told us that he had said that he paid for us and that we had to follow the rules in his ranch.

Q. You mentioned a paper that Agustin brought to you at some point after that meeting with Mr. Marino Junior. When was it that Agustin brought that paper? 04:27

A. The next day in the morning after we had talked to the boss and he said that we had to sign the paper. 04:27

Q. Where were you when Agustin brought that paper?

A. In the place where we slept.

because you had a sick family member?
A. No.
Q. Did you choose to leave Sun Valley because you had a family member that died?
A. No. 04:30
Q. Did you choose to leave Sun Valley?
A. No.
Q. INTERPRETER DE LA GARMA ROMO: The interpreters will switch.
MR. GLICK: I would like to take a 04:31
short break, please. Just a couple of minutes.
INTERPRETER ERRASTI: Sure.
(A brief recess was taken.)
MR. GLICK: Everyone ready? 04:45
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.)
Q. Mr. Cervantes, other than Agustin, were there any other supervisors or bosses that you interacted with at Sun Valley? 04:46
A. No.
Q. Do you see any other supervisors or bosses at Sun Valley?
A. We didn't see anyone else. We just

saw Agustin and he was the one that told us what to do.

MR. GLICK: I have no further questions at this time, but I believe Mr. Schulte will. 04:46

MR. SCHULTE: Thank you.

EXAMINATION BY

MR. SCHULTE:

Q. I just have a few questions and then we will be done and let everyone go home. 04:47

Was 2015 your first year in the H2A program?

A. Yes.

Q. Have you ever worked in the United States other than that year? 04:47

A. No.

Q. Have you worked in agriculture in Mexico?

A. Yes.

Q. For how long? 04:47

A. Since I was a kid. For around twenty years.

Q. Did you ever work in asparagus there?

A. No.
Q. Do you have any plans to work on an H2A Visa this year?
A. No.
Q. Did you ever tell anyone from the Department of Labor that you might not be available for this deposition because you would be in the United States? 04:48
A. No.
Q. Any idea why they would think that? 04:48
MR. GLICK: Objection. Speculation.
A. I don't understand the question. Can you repeat it?
Q. It's okay. We can move on.
You said you had dinner around 6:00 p.m. most days. Is that correct? 04:48
A. Well, that was the official schedule that we got at the beginning, but it was not the case. Sometimes we left at 7:00 or 8:00 or 9:00. 04:49
Q. Would you work at sunset?
A. Yes.
Q. How would you work in the dark?
A. With the lights of the tractor.

INTERPRETER ERRASTI: Can you repeat your question again?

Q. If other workers had testified that they had received an envelope of cash as payment, would they be telling the truth? 04:55

A. No.

Q. Do you remember when you arrived at Sun Valley, what day?

A. No. To be honest, I do not remember the exact date. 04:56

Q. If someone else said that they had arrived on April 25th, would that sound about right?

MR. GLICK: Objection. Confusing.

A. Yes, more or less. 04:56

Q. Did you arrive as a group or did people arrive on their own?

A. In a group.

Q. Do you know when the last day you worked at Sun Valley was? 04:56

A. I think it was May the 6th.

Q. Do you have the exhibit in front of you still that you had signed that we looked at earlier?

Q. When you saw the job order for the work at Sun Valley, did it say that you would be working on asparagus?

A. There were several other things. It said peaches, asparagus, peppers and other things. 05:13

Q. Had you ever worked with those other types of vegetables other than asparagus?

A. In Mexico, I have.

Q. Do you prefer working on those as opposed to asparagus? 05:13

A. Yes.

Q. If you could have worked on those instead of asparagus, would you have stayed at Sun Valley? 05:14

A. Yes.

Q. Did Agustin ever tell the workers to clean the bathrooms or clean the housing?

A. No.

Q. Other than the man speaking English and moving his hands at the meeting with all the workers, did you ever meet anyone else from the Marino family? 05:14

A. No.

Q. WAS anyone from the Marino family ever there when Agustin was selling beer or soda?

A. No.

Q. How about chips or cigarettes? 05:15

A. No.

Q. How many people, how many workers were at the meeting when he was speaking English?

A. The group that was made up by 21 people. 05:15

Q. Could everyone see everyone else?

A. Yes.

Q. So if the person was shoved, everyone could have seen that? 05:16

A. We were on our way to the meeting.

Q. On your way from where to where?

A. We were going from the place that we slept in towards the truck where Marino was.

Q. Where did the person get shoved? 05:16

A. Next to the truck.

Q. So you said it happened while you were moving between the places, but then you said that it happened at the place where the

meeting was. Which was it?

A. It happens -- the place, there's the dorm where we lived in and then the place where Mr. Marino parked his truck and we were getting outside of the place where we sleep and heading toward where he was standing. I don't know why he shoved him. Maybe he felt he was getting too close to him, but the place, the space where the meeting was, the space between where we sleep and the meeting is not very big. It is only maybe three meters. 05:18

Q. Did anyone speak for the workers?

A. No.

Q. Was there a leader of the group?

A. No. 05:18

Q. Were there any workers who had not worked the afternoon before?

INTERPRETER DE LA GARMA ROMO: The interpreter needs clarification.

Q. Out of the group of workers, did any of them not work the afternoon before the meeting? 05:19

MR. GLICK: Objection. Vague.

INTERPRETER DE LA GARMA ROMO: The

Q. Did anyone want to ask him about anything else?
A. Not that I know of.
Q. No one wanted to ask them about using the kitchen? 05:21
A. No.
Q. About the bathrooms?
A. No. We just wanted to talk about things related to work because regarding to the kitchen, well, they were giving us the food. 05:22
Q. On the form we looked at earlier that you had signed, did anyone threaten you to make you sign that form?
A. No.
Q. Did anyone from the Marino family tell you anything about that form? 05:22
MR. GLICK: Objection. Asked and answered.
A. No. Agustin said everything to us.
Q. Does asparagus grow very quickly compared to other vegetables? 05:22
A. Yes.
Q. What happens if it isn't harvested quickly?

A. It rots. It grows too much and it is not useful any more.

Q. Have you spoken with anyone, either Julia or Jason or José or anyone else, about this current case? 05:23

A. Only with them three.

Q. What did you talk about with them, about this case?

A. Well, only about this appointment and whether I was willing or not to 05:24 participate.

Q. Did they tell you why they chose you to participate?

A. No.

Q. Did they tell you what the case was 05:24 about?

A. Only to clarify the situation, what we had lived -- that we had lived in Sun Valley.

Q. What do you mean by clarify? What 05:24 did they tell you that clarified?

A. I don't remember.

Q. What do you think the case is about?

A. That we were mistreated and we were

Respondent's Volume 4

(RX 16 - 18)

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003
Respondent.	

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF HECTOR MISHEL GARCIA DOMINGUEZ

New York, New York
May 10, 2017
10:07 a.m.

Reported by:
JILL SUTTENBERG
JOB NO. 051017A

May 10, 2017

10:07 a.m.

Deposition of HECTOR MISHEL GARCIA DOMINGUEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Jill Suttenberg, a Professional Shorthand Reporter and Notary Public of the State of New York.

Q. Thank you very much.

Mr. Garcia, have you ever worked at a company called Sun Valley?

A. Yes.

Q. When did you work there? 10:14

A. It was April 2015.

Q. How long did you work there?

A. For two weeks. Around two weeks.

Q. Other than those two weeks, did you work at Sun Valley any other time? 10:14

A. No. Never.

Q. Did you work at Sun Valley on a Visa?

A. Yes.

Q. What kind of Visa? 10:15

A. H2A.

Q. How did you find out about the work at Sun Valley?

A. Through a contractor.

Q. What was the work like at Sun Valley? 10:15

A. The work at Sun Valley was a little harsh.

Q. In what way?

Q. Was there water available in the fields at Sun Valley?
A. Yes. They did have water.
Q. Was that available when you were working in the fields? 10:18
A. Yes.
Q. Did the water ever run out when you were working in the fields?
A. No. That didn't happen.
Q. Were there bathrooms available to use in the fields? 10:18
INTERPRETER ERRASTI: Interpreter needs clarification.
A. The first water, we did not have any bathrooms available. 10:19
Q. Could you use the bathrooms at all during that first week working at Sun Valley in the fields?
A. No.
Q. What did you do instead? 10:19
A. Most of the people went to the edge of the hill.
Q. What did you do?
A. They would pee or poop.

A. If Agustin was there, Agustin would sell the beer. If not, a colleague from Agustin that also worked at the fields.

Q. Did you buy beer at Sun Valley?

A. Yes. 10:32

Q. Did you see other workers at Sun Valley buy beer from Agustin?

A. Yes.

Q. How often did workers at Sun Valley buy beer from Agustin or his colleague? 10:32

A. It was on the weekends.

Q. Any other times?

A. At night. At night. One beer per night.

Q. Was that one beer per night on weekdays? 10:33

A. Yes.

Q. How much did the beer cost that was sold at Sun Valley?

A. Canned beer would be $1 and the bottled beer would be $2 and the 40-ounce beer were $5. 10:33

Q. What brands of beer were sold at Sun Valley?

A. Bud Light, Budweiser and Caguama.
Q. Any other brands?
A. No. Those are the only brands that I remember.
Q. How do you know that those brands were sold? 10:34
A. Because they had them in the freezer along with the soft drinks and the juices.
Q. I think you said that was a freezer. What freezer was that? 10:34
A. It was a refrigerator.
Q. Where was that refrigerator?
A. It was in the kitchen.
Q. Did you see that refrigerator?
A. Yes. 10:35
Q. How do you know that those were the prices that you told me for the beers?
A. Because when some of my colleagues bought beer, that's what I heard.
Q. Was there anything else that was sold at Sun Valley? 10:35
A. It was just that.
INTERPRETER ERRASTI: Interpreter needs to change.

(Interpreter Errasti was relieved by Interpreter de la Garma Romo.)

Q. Mr. Garcia, what days of the week did you purchase beer at Sun Valley?

A. I don't drink. I only heard what the other people asked when they bought the beer. 10:36

Q. How many beers did the other people purchase on a typical weekday?

A. They would never buy during their working hours. They would only buy them at night. 10:36

Q. At night during the week, how many beers would the workers typically buy?

A. Well, some of them would buy three or -- maybe three to five beers. 10:37

Q. Would other workers purchase a different number?

A. Yes, during the weekends they would buy two boxes of 24 can beers or sometimes even more. 10:37

Q. The beers that the workers purchased during the week at night, were those cans or $2 bottles or $5 bottles?

A. Some of them would buy the $5 bottles and others would buy the $2 beers.

Q. During the weekend, those cases, what kind of beers were in those cases?

A. They would buy Bud Light, Budweiser or Modelo. 10:38

Q. Were those cans or bottles?

A. Cans.

Q. Did you see the workers buy these cases of cans? 10:39

INTERPRETER DE LA GARMA ROMO: Interpreter needs clarification. Could you repeat the question?

Q. Did you see your coworkers purchase these cases of canned beers? 10:39

A. Yes.

Q. In a typical weekend, how many cases of beer did you see your coworkers buy?

MR. SCHULTE: Objection. Asked and answered on this specifically and I think we pretty well covered this. 10:39

A. It would go from one to two, sometimes three or even four cases.

Q. What did that depend on?

A. Well, maybe if they were tired or there was a lot of sun or if it was very hot.

Q. All of the beers you were telling me about, were those all sold by Agustin or his colleague? 10:40

A. Yes, both of them would sell them, Agustin and his colleague.

Q. Did anyone else sell those beers that you told us about?

A. No. Only they. 10:40

Q. What portion of the workers at Sun Valley did purchase beer versus those that didn't purchase beer?

A. Around maybe 10 or 12 people are the ones that would buy beer. 10:41

Q. How many other workers were at Sun Valley at the time that you worked there?

A. Mm-hmm, around 30, maybe 40 people.

Q. During the time you worked at Sun Valley, did you ever purchase anything from 10:42 trucks that arrived near the fields?

A. Almost never did a truck go to the field. Only Agustin sold food, but there was one occasion or two occasions when there was a

for him for the work.

Q. When did Agustin say that you weren't useful for the work?

A. It was during the second week.

Q. What happened during the second week? 10:58

A. Well, because some of us had a backache and we were tired. Some of us told him we could not work the rest of the day because we were not feeling that well. 10:59

Q. What happened after that?

A. Well, I think that maybe Agustin told Russell about it and then Russell came to the field and instead of asking us what is going on or how we felt or to find out about us, he was very upset and he was aggressive and he was shouting and he asked what is it that we wanted. 11:00

MR. SCHULTE: Objection. Nonresponsive and speculative. 11:00

Q. How long after you had the backache and stopped working did Russell come talk to you?

MR. SCHULTE: Objection. He never

testified that he had a backache.
A. The next day.
Q. What time of day did Russell arrive to talk to you?
A. Around 10:00 a.m. 11:01
Q. Did you work that day before Russell arrived to talk to you?
A. No, I didn't work that day.
Q. Did other people work that day?
A. Maybe approximately half of the 11:01
people who were there worked.
Q. Did the other half of the people?
A. Yes, the other half were working. It is the people that had been working with him the longest. 11:02
Q. How many people didn't work that morning that Russell came to talk to you?
A. Around five, six people didn't work.
INTERPRETER DE LA GARMA ROMO:
Interpreters needs to switch. 11:02
(Interpreter de la Garma Romo was relieved by Interpreter Errasti.)
INTERPRETER ERRASTI:
Q. Where were you at 10:00 a.m. that

Q. Did you hear any of your coworkers say anything else to Agustin in response?

A. No. Not really. We just waited for Russell to arrive.

Q. When Russell arrived, that was the next morning at 10:00 a.m.? 11:05

A. Yes.

Q. What happened when Russell arrived?

A. When he arrived, he was clearly upset and he was aggressive and he kept asking us why we didn't work and he also told us that he brought us from Mexico to work so why were we resting. 11:06

Q. Did Russell say anything else?

A. Yes, he asked us, do you want to work or not or what's happening here. 11:06

Q. What happened next?

A. And Russell was still upset. We ask him that we could probably use another type of work like instead of trying to grow other type of vegetables or pick other type of vegetables. 11:07

Q. Who spoke next?

A. But Russell told us that was the only job available for us.

that meeting?

A. Well, at the beginning it was just us and then some people from the field came, where we were all in the meeting. They went to the bathroom and so then they decided to stay in the meeting. 11:15

Q. Before those other people arrived, how many people were present?

A. We were probably six to eight persons at the meeting. 11:16

Q. Did that include you?

A. Yes.

Q. Did that include Russell?

A. No. It was us and Russell and Agustin. 11:16

Q. Who else was part of that six to eight people?

A. Some of the other workers that worked in the same fields.

Q. After more workers joined, about how many people were present at that meeting? 11:16

A. It was probably three or four persons more that arrived afterwards.

Q. Who was the coworker who spoke at

that meeting?

A. It was one of the workers that was in the previous day when we took a rest.

Q. Do you know if that worker was working at Sun Valley on an H2A Visa? 11:17

INTERPRETER ERRASTI: Interpreter needs clarification.

Q. Do you know if that worker was working at Sun Valley on an H2A Visa?

A. Yes. 11:17

Q. Was he working on an H2A Visa?

A. No.

Q. What did that person say at the meeting?

A. He asked us why was it that Russell and Agustin were treating us that way, they should respect us as workers. 11:18

Q. What else did that coworker say?

A. He told us that they should respect us, that they should respect our rights and they couldn't yell it off if we could reach an agreement if we just talked. 11:19

Q. Did that worker say anything else?

INTERPRETER ERRASTI: I'm sorry?

Q. Did that worker say anything else at that meeting?

INTERPRETER ERRASTI: Thank you.

A. He told us why is Agustin forcing you to work all this extra overtime. He told us, what, are you machines? Then the boss said that if others could keep working and doing this job, why couldn't we. He said this pain we felt, it was noting at all. It was just a minor back pain. 11:20

Q. After the boss said that, what happened next?

A. Russell was still very upset and he didn't listen to what we told him. We just -- we're not good for this job. Why can't we get a different job. 11:20

Q. At that meeting did you personally say that you wanted to quit Sun Valley?

A. No.

Q. At that meeting, did you hear any other workers say that they wanted to quit Sun Valley? 11:21

A. No. It was just like Russell decided, making that decision and then we would

to leave.

Q. Did Agustin tell you anything else?

A. No. That was it.

Q. Who else, if anyone, did Agustin tell that to? 11:24

A. He told this to the other persons that were in the meeting as well.

Q. Do you know if any of those other people who were at the meeting that day continued to work at Sun Valley after that 11:24 meeting?

A. The ones that were in the fields, they kept working, but the ones that were present in the meeting, we did not work any more. 11:24

Q. Who was it that gave you document to sign?

A. It was Agustin.

Q. When did he give you that document?

A. It was two or three days after we 11:25 stopped working.

Q. What did you do for those two or three days?

A. We did not work.

few inches?

A. (Witness complies.)

Q. Closer to the camera, please.

A. (Witness complies.)

Q. Please hold it there for a few more moments. 11:31

MR. SCHULTE: If we can have the record reflect, I don't know if it is a camera quality issue, that is completely illegible on this end. 11:31

Q. Thank you, Mr. Garcia. You can hold the document down.

Do you recognize this document, Exhibit 21?

A. Yes. 11:32

Q. How do you recognize Exhibit 21?

A. Yes, because I can read the options that I read on that document and I had to choose one of them.

Q. Are the options on Exhibit 21 the same options that you had when Agustin gave you the document at the dorm? 11:33

MR. SCHULTE: Objection. He never indicated that this is the form that

Agustin gave him at the dorm.
A. Yes.
Q. Thank you. You can close the folder.
MR. GLICK: I have no further questions at this time. I assume Mr. Schulte does. 11:34
MR. SCHULTE: You are correct.
EXAMINATION BY
MR. SCHULTE: 11:34
Q. Good morning. I have a few questions for you and it is possible that Mr. Glick will have some more.
The form that you were just looking at, did you ever get a copy of that form? 11:34
A. Yes.
MR. SCHULTE: I'm sorry. I didn't hear the answer.
INTERPRETER DE LA GARMA ROMO: The answer is yes. 11:35
Q. Who gave you a copy of that form?
A. Agustin.
Q. Did Russell Marino ever talk to you about that form?

A. No.
Q. Did he tell you which box to check on that form?
A. Yes.
Q. Who told you that? 11:35
A. Agustin.
Q. The question was did Russell Marino ever tell you what to do with the form.
A. No. He didn't mention anything.
Q. Do you know what Sun Valley would do with the form after it was completed? 11:36
A. No. I have no idea.
Q. Do you know if it would be sent to the government?
A. No. I have no idea. 11:36
Q. You have worked in the H2A program in years other than 2015, correct?
A. Yes.
Q. Do you know what would happen if an H2A worker reported that he couldn't do the job? 11:37
A. No.
Q. How many years have you worked in the H2A program?

A. Five years.
Q. Which years would those be?
A. 2008, 2009, 2010, 2011, and 2012.
Q. So was 2012 the last year you worked in the program? 11:38
A. Yes.
Q. Have you ever worked in the United States in any years other than those five years?
A. No. 11:38
Q. What types of work did you do in those years that you described, 2008 through 2012?
A. I was collecting tobacco -- picking tobacco. 11:39
Q. Any other crops?
A. Also sweet potato. Only those two crops.
Q. Had you ever worked asparagus before you had worked at Sun Valley? 11:39
A. No. Never.
Q. You mentioned at the meeting that someone had asked Agustin if the workers could work on another vegetable. Do you remember

that?

A. They asked whether it was possible to do that, but Agustin said that that was the only choice that they had. That was the only work they had for them. 11:40

Q. If there was other work, would you have stayed to do that?

A. Yes.

Q. Remind me again, please, how many people were at the meeting by the end of the meeting? How many workers? 11:40

A. It was around eight to ten people.

Q. Do you remember how many people traveled back to Mexico with you on the bus at the end of that week? 11:41

A. The people that were fired from the field, though it was us, ten, well, approximately ten, us included, but in total it was twenty people. So it was probably ten people from the meeting and the other, I don't know the reasons why, but maybe they left the work because they didn't want to work any more, but I do not know the reasons. 11:42

Q. Were all of those workers from

Veracruz?

A. Yes.

Q. Were there workers at Sun Valley while you were there from other parts of Mexico? 11:42

A. Some of them I think were from Caliente maybe, and others I think they were from Michoacan and they were acquaintances of Agustin that maybe the reason why they were there. 11:43

Q. In the job order that you reviewed in Monterrey before you came to New Jersey, did it say you would be working on asparagus?

A. Yes.

Q. Do you remember what day the meeting was? That meeting at 10:00 a.m., do you remember what day that would be? 11:43

A. I do not remember the exact day.

Q. Do you remember the date on which you signed the form that we talked about earlier? 11:44

A. I don't remember the exact day.

MR. SCHULTE: Side bar for a second.

Is there a copy of the exhibit that

date that I arrived to Sun Valley.
Q. Did you start working on the first day you arrived at Sun Valley?
A. No. The next day.
Q. You said that you were one of the workers who did not work the day before the meeting with Russell Marino; is that correct? 11:49
A. Yes.
Q. How many workers did not work that afternoon? 11:49
A. Around six people approximately.
Q. Before the meeting on -- before your meeting with Russell Marino, had you ever spoken with him before that?
A. No. We had never met him before. 11:50
Q. Had you ever met any of the other Marinos before that?
A. No. Nobody at all.
Q. I think you mentioned when you were talking about that meeting that this work is too hard. Why can't we get a different job. Do you remember that? 11:50
MR. GLICK: Objection.
Mischaracterizes his testimony.

A. We didn't say that we couldn't do it. We just asked if we could rest a little so we could carry on with our job.

Q. After that, you have never worked in H2A since then, correct? 11:51

A. Yes, I haven't worked in that program since 2015.

Q. Go back and talk about asparagus. Does asparagus grow very quickly?

A. Yes. 11:52

Q. What happens if it is not harvested on a regular schedule?

A. It goes soft. It rots.

Q. Did Russell Marino or Agustin ever say that they needed workers to be able to work 11:52 on the asparagus?

A. No. I don't remember whether they said that or not.

Q. If they didn't have enough workers to pick the asparagus, what would happen to it? 11:53

MR. GLICK: Objection. Calls for speculation.

A. Then it, all the asparagus would have rotten.

Q. You said that there's only enough hot water for ten showers; is that correct?

A. Yes. The rest of the people would have to shower with cold water.

Q. So 30 people would shower with cold water every day? 11:53

A. You had to either shower with cold water or wait for the water to get warm again.

Q. You mentioned going to the store to buy cell phones. Did you buy anything else when you were at the store? 11:54

A. No.

Q. Did anyone else?

A. No. We just went there to buy cell phones and then we had to go back again. 11:54

Q. Did you ever go to the laundromat?

A. No.

Q. Do you know if anyone else did?

A. I do not know.

Q. Do you know who made the bathrooms dirty? 11:55

A. No. I do not know. It is just that they never cleaned. So if, for instance, you would take a shower and you had some dust on

A. It was approximately after a week that we had been working.

Q. Do you receive paychecks for your work at Sun Valley?

A. After two weeks, they paid us the two weeks that we had worked there. 12:34

Q. Were you paid for all of the hours that you worked?

A. Well, we actually didn't know whether we were being paid by hour or just for all the work that we had done. We were not very sure how they paid us. 12:35

Q. Do you think they owe you any money?

A. Actually I don't know.

Q. Okay. 12:35

Did you ever pay Sun Valley to buy sodas?

A. Yes, I paid Agustin. I paid Agustin.

Q. Did you ever pay the company? 12:36

A. No. Not the company.

Q. Did you ever pay the company for meals?

A. Not to the company.

Q. For transportation?
A. No, not to the company.
Q. Did the company ever tell you to buy those things from Agustin?
MR. GLICK: Objection. Confusing. 12:36
A. No. But it was impossible to buy from anywhere else because there was no means of transportation to get somewhere else to buy things and we couldn't use the kitchen to cook because the kitchen was always being used by 12:37
somebody else.
Q. Did you ever ask to use the kitchen?
A. Well, we asked Agustin whether we could use the kitchen to cook, but he said that there was no other place for us to buy things 12:37
because there was no means of transportation to get somewhere to buy things.
Q. Did Sun Valley deduct any amounts from your paycheck for meals or drinks?
A. No. 12:38
Q. How did you pay for those? In cash or by check?
A. Cash.
Q. If you had the choice between

drinking water or drinking soda, which would you choose?

A. Well, in some cases I would choose to drink water and in other cases I would choose to drink soda. 12:39

Q. If you were at a restaurant, for example, sometimes you would drink water and sometimes you would drink soda?

MR. GLICK: Objection. Mischaracterizes his testimony. 12:39

A. Well, yes. Yes.

Q. Okay. Thank you, sir.

MR. SCHULTE: No more questions from me.

MR. GLICK: We have a few more questions. If you could give me a moment, please. 12:39

INTERPRETER DE LA GARMA ROMO: The witness is asking me who is going to make the questions? 12:40

MR. GLICK: I'm going to take a short break and then I will come back and we will continue.

MR. SCHULTE: I will step out for a

A. Because we were tired from our backs and it was aching.

Q. What would have had to change at Sun Valley for you to continue working there cutting asparagus? 12:45

MR. SCHULTE: Objection.

Speculation.

A. Well, maybe if we had been given another option, such as maybe collecting other vegetables or maybe planting, in the 12:45 plantation, that's what the other workers were doing. Us, the ones that were hired, we were just picking asparagus and maybe there were other jobs that were easier.

Q. Were you willing to stay at Sun 12:46 Valley spending some of your time cutting asparagus and some of your time doing other jobs?

A. Yes.

Q. How many hours a week were you 12:46 willing to work cutting asparagus at Sun Valley?

A. At least 40 hours.

Q. How many hours were you working at

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

	Case Number
Sun Valley Orchards, LLC,	2017-TAE-00003
Respondent.	
and	
IN THE MATTER OF:	
Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002
Respondent.	

VIDEO TELECONFERENCE DEPOSITION OF
JOSE LUIS SILVA LOPEZ
New York, New York
May 4, 2017
10:01 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050417

May 4, 2017

10:01 a.m.

Video teleconference deposition of JOSE LUIS SILVA LOPEZ, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

also use bad words and we didn't like that.

Also, the food that we had to pay. We had to pay 80 U.S. per week. And meals did not include beverages. We had to buy them separate. We thought that that was very unfair, but we couldn't do anything about it because we didn't have a kitchen. So we had no other choice but to do what the foreman said.

The first day that we arrived, bathrooms were very, very dirty. We had to clean them ourselves because we didn't like it. The beds on which we had to sleep were also very dirty. Some of my workmates got very sick with chicken pox because the beds were very dirty. The company did not take them to the hospital or anything and they had to pay for their own medicine. One of the coworkers that got sick with chicken pox, his father went to the United States to get him and brought him back.

Like two days after we arrived where we were already working, two or three people left and went somewhere else to find another job because they didn't like it there. So that was a typical day of work. And we would complain about it with the foreman, but he would just say that that was what

Q. And was that from Agustin?

A. Yes, Agustin sold everything.

Q. Did you also see your coworkers purchase beverages from Agustin at meals?

A. Yes, everyone would. Later we started to purchase cases of soda from the store ourselves because it was less expensive.

Q. When you purchased beverages at Sun Valley at night, where did you purchase them?

A. Agustin.

Q. Where at Sun Valley was that?

A. Sometimes we would pay money to get a ride to go to the store. I don't remember the little town that we used to go to buy the cases of soft drinks or soda.

Q. When you purchased beverages from Agustin in the evening, where was that?

A. In the kitchen.

Q. Was the kitchen closed at night?

A. He would close the kitchen at 8:00, more or less.

Q. Would you ever buy beverages from Agustin after he closed the kitchen?

A. No, because when the kitchen was closed,

no one could go in.

Q. Did anyone ever open up the kitchen after it was closed for the evening?

A. Sometimes he would leave his brother-in-law in charge of the kitchen.

Q. What did Agustin's brother-in-law do?

A. He would sell them.

Q. Did he open up the kitchen again?

A. Yes. Or he would leave it open and he would close it later.

Q. When Agustin's brother-in-law left the kitchen open, could you use the kitchen?

A. No.

Q. Why not?

A. Because we were not allowed to go into the kitchen to cook or to do anything.

Q. Did you buy beer from Agustin?

INTERPRETER GARCIA: Would you repeat that for me, please?

Q. Did you buy beer from Agustin?

A. Sometimes in the afternoon.

Q. About how often?

A. About three days a week.

Q. Was it more on some days than other days?

A. No, it was the same.

Q. When you bought beer from Agustin, how many beers would you buy in a day?

A. Just one or two.

Q. What kind of beer did you buy from Agustin?

A. Bud Light and Budweiser.

Q. How much did those cost?

A. Canned beer cost 1.50. No, I'm not sure. Maybe it was two, two.

Q. Where at Sun Valley did Agustin store that beer?

A. In that same place, in the kitchen.

Q. Where in the kitchen?

A. He had a separate refrigerator just for beer and the other refrigerators were for the other drinks.

Q. Did you ever see that refrigerator for the beer?

A. Yes.

Q. When did you see it?

A. When we would go to pay for our food or when we would go to buy a drink, they were just right there, next to each other.

Q. Other than the kinds of beer that you bought from Agustin, did Agustin sell other kinds of beer?

A. He would also sell Mexican brand beer such as Caguana.

Q. How do you know that?

A. Because I saw other coworkers purchasing that beer.

Q. How often did you see other coworkers purchasing that beer?

A. Always in the evening or on Sundays. There were some of them that would get drunk there.

Q. How many days a week did you see coworkers purchasing beer from Agustin?

A. Every day, almost every day.

Q. Did your coworkers on average purchase less beer than you from Agustin or the same or more beer?

MR. SCHULTE: Objection. No foundation.

A. More beers than I did.

Q. How did you know that your coworkers purchased more beer than you from Agustin?

A. Because I saw them doing it and because some of them talked about it.

Q. What did you see them doing?

A. Outside the kitchen there were these benches where we used to have our lunch, where we used to eat, and that's where they would sit down to drink their beer.

Q. What did you hear them talking about?

A. When they were drinking beer?

Q. I believe you told me that one of the reasons you knew that your coworkers drank -- scratch that.

One of the reasons you knew that your coworkers purchased more beer from Agustin than you is that you heard them talking about it?

A. I saw them and they brought the beer to the bedroom and drank it there.

Q. Where did you see them bringing the beer from?

A. From the kitchen to the dorms.

Q. Did you ever store -- scratch that.

Did you ever buy beer from somewhere other than Agustin?

A. Sometimes when we used to go to the store.

Q. When you went to the store and bought

beer, did you ever store that beer at Sun Valley's kitchen?

A. No.

Q. Do you know if your coworkers ever stored beer in Sun Valley's kitchen if they bought that beer somewhere outside of Sun Valley?

A. No. Because if they bought it from the store, they would drink it.

Q. Did Agustin sell anything else to the workers at Sun Valley that you haven't told me about this morning?

A. He would also sell to us the gloves with which we had to work.

Q. Why did you need those gloves?

A. To pick the cucumber, because the cucumber had like prickles or spindles, thorns and they would hurt us without gloves.

Q. How much did Agustin sell those gloves for?

A. Two dollars.

Q. How often did you buy those gloves from Agustin?

A. Once a week.

Q. Did your coworkers buy those gloves from

Q. What time of day did the water tend to -- did the hot water tend to run out?

A. After work in the afternoon we'd go get a shower and the people who were the last to take the shower wouldn't get any hot water.

Q. Did that happen to you that you didn't get hot water to take a shower?

A. Yes.

Q. How often did that happen to you at Sun Valley in 2015?

A. Around five times.

Q. Were there sinks in the bathroom at Sun Valley?

A. Yes.

Q. Was there hot water in those sinks?

A. I think so.

Q. Was there always hot water in the sinks?

A. No.

Q. When wasn't there hot water in the sinks?

A. When everybody would take showers and the hot water would run out.

Q. Did that ever happen to you that there was not hot water in the sink?

A. Well, we didn't use the sinks much.

A. Not really. I had some coworkers and they gave us a little piece of paper. On this piece of paper, it mentioned what product we would be picking.

Q. Did it say anything about -- no, strike that.

You had come to Mayra looking for work in the United States, correct?

A. Yes.

Q. If you knew that the meals would be prepared for you instead of you cooking your own meals, would that have changed your decision to come to the U.S.?

A. I don't know. Maybe. I had a lot of need to go to the States and work. Maybe I would just go for that season.

Q. Were there any workers in 2015 while you were at Sun Valley who did not buy beer at all?

A. Yes. Some did not drink but I would say that the great majority did drink beer.

Q. Did they get into any trouble with Sun Valley for not buying beer?

A. No, because they were buying soft drinks and Gatorade.

Q. Was Russell Marino or any of the other Marino family members present when Agustin sold soda?

A. No, he was not there when he was selling that soda.

Q. How about beer?

A. Not beer either.

Q. Snacks?

A. No.

Q. Cigarettes?

A. Was Russell there when they were selling cigarettes is the question?

Q. Correct.

A. No.

Q. How about any of the other Marinos?

A. No.

Q. Was water available when you were working in the field?

A. Yes, there was water on the tractor.

Q. Was there water in the dining room?

A. Yes.

Q. You mentioned trips to the laundromat. Were you charged to go to the laundromat?

A. We were not charged any money to be taken

to the laundromat. We just had to pay for the money we had to put into the machine to do the laundry.

Q. Other workers have said that there was a store that was a five-minute walk from the laundromat. Do you know about that store?

A. No, I did not go to these stores that were near the laundromat.

Q. You said that some workers bought drinks from the store at some point in the year; is that right?

A. Yes.

Q. Did you buy some from the store?

A. Sometimes.

Q. Where was that store?

A. It was like 30 minutes away from the fields, the ranch.

Q. Did you get in any trouble for buying drinks at the store?

A. No, but we had to drink them room temperature because we could not cool them. And if we wanted a cold drink, we had to buy it from Agustin.

Q. You mentioned that some workers bought fans to cool the room?

conclusion.

A. I think so because in the other company that I worked for later, they would pay for all of our rides. They would take us to the store and everything and make the deposits.

Q. Did you ever buy beer when you went to the store in 2015?

A. I think only twice.

Q. Do you remember how much they were?

INTERPRETER GARCIA: For the interpreter, you mean the price?

MR. SCHULTE: Correct.

A. No. To be honest, I don't remember.

Q. Did you ever buy gloves at Walmart?

A. Yes, sometimes I did.

Q. Do you remember how much those were?

A. I bought them in packages so I don't really remember. And it was like very late when I started to buy at Walmart.

Q. Did you get into any trouble for buying the gloves at Walmart?

A. No.

Q. Do you know if anyone from the government inspected the housing at Sun Valley before you

says that?

A. No, I don't think so.

Q. When you signed that form, did you think you were giving up any rights?

A. I'm not sure because first no one wanted to sign that piece of paper. But then we asked Mayra and Mayra said that it was okay for us to sign it.

Q. So that was the Mayra that you spoke with before you took the job? Is that the same woman?

A. Yes.

Q. And you spoke with her on the telephone?

A. Yes, it was on the phone.

Q. Do you know who called her?

A. One of my coworkers, but I don't remember.

Q. What did they say that she told him?

INTERPRETER GARCIA: Would you repeat that for the translator?

MR. SCHULTE: Sure. I'm sorry. That was confusing to me, too.

Q. What did he tell you that Mayra told him?

A. That she had said that it was okay for us to sign the document, that it would do us no harm.

Q. Did Russell Marino ever tell you that you needed to sign the document?

A. No, he didn't. Russell didn't.

Q. Did he threaten -- I'm sorry. I apologize. Go ahead.

A. The one that told us was Agustin.

Q. Did Russell ever threaten you and say you had to sign the document?

A. No.

MR. SCHULTE: No more questions for me. Thank you, sir.

THE WITNESS: You're welcome.

MR. GLICK: Mr. Silva Lopez, I have a couple more questions.

BY MR. GLICK:

Q. Do you remember that on Tuesday afternoon you and I met through this video conference system in this room where you're sitting now?

A. Yes, uh-huh.

Q. Do you remember that the day before that on Monday afternoon I called you on the telephone?

A. Yes.

Q. Do you remember that on the phone there was someone else on the line?

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF MIGUEL ANGEL ELIZONDO SOTO

New York, New York
May 3, 2017
2:03 p.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317B

May 3, 2017

2:03 p.m.

Video teleconference deposition of MIGUEL ANGEL ELIZONDO SOTO, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

repeat.

A. Agustin was on top of the supervisor.

INTERPRETER GARCIA: Just excuse me. He wanted to make sure that the word supervisor meant (Spanish word). That was the question he asked to the interpreter.

Q. Okay. I appreciate it.

Could workers choose to work fewer hours at Sun Valley?

A. No, there was no choice. Actually, the foreman would threaten us that if we didn't work but he ordered, we were going to be sent back to Mexico.

Q. I'd like to ask you a little bit about how you ate at Sun Valley. Can you tell me about the meal plan?

A. With respect to the nutritional value of the meals, they were balanced. But we were against what that we felt it was given to us very expensive.

Q. How much was the meal plan?

A. 80 US dollars per week plus soda. In total, in a week, we would be paying $125 including soda and meals.

Q. Who did you pay this money to?

A. To Agustin.

Q. How was this arrangement explained to you?

A. Agustin did it.

Q. What did he say?

A. From the moment in which we arrived, he told us we needed to pay 80 U.S. for the meals and that any soda also needed to be paid for.

Q. When would you pay him?

INTERPRETER GARCIA: Would you repeat this for me, sir?

Q. When did you pay Agustin the $80?

A. Every time I received a check.

Q. When did you receive checks?

A. Every eight days, every week.

Q. How long did you participate in this meal plan?

A. A bit over one month and a half.

Q. What did you do after that month and a half?

A. Some of the coworkers got together and bought a little grill and I saw that they were able to do their own cooking in that grill, so I joined them.

Q. Where did they use the grill?

to you about, was Agustin selling anything other than the meal plan?

A. He would sell soda, Red Bull, Monster.

MR. SCHULTE: Sorry to interrupt. Are you getting kind of a cross signal on the line, too, or is that just here? It sounds like there's another call in the background.

INTERPRETER GARCIA: No, we're not. We're fine here.

MR. HEYMAN-KANTOR: Yeah, we're fine here, too.

MR. SCHULTE: It's just me. Okay, then. Carry on.

A. Repeating his answer, he said that he would sell Red Bull, Monster and orange soda and he also sells or sold beer, Caguana. Caguana, it's like a large beer.

INTERPRETER GARCIA: Now you're gone? Can you hear me?

MR. HEYMAN-KANTOR: Yes.

INTERPRETER GARCIA: We can't see you. We can only see Mr. Schulte.

MR. HEYMAN-KANTOR: Let us try to fix this.

A. Yes, one beer was the Caguana, the larger one.

Q. How much did the smaller beers cost?

MR. SCHULTE: Objection. He never testified about having smaller beers, only this kind. He's asked and answered this several times already.

MR. HEYMAN-KANTOR: All right. Let me rephrase.

Q. Were there different -- did Agustin sell multiple types of beer or only one kind of beer?

A. Several.

Q. Can you tell us the different kinds of beer?

A. Bud Light, Vicky.

INTERPRETER GARCIA: He's calling them Vicky, like V-I-C-K-Y. He's saying it's like a Mexican beer that's called Victoria. So, he's using Vicky as short for Victoria.

A. Those were in six-packs.

Q. Were the Bud Lights sold in six-packs or in singles or some other way?

A. Either way. However you wanted it. If you wanted a six-pack or if you want one of them

understand?

A. Yes.

Q. How many beers, typically, a week, would H2A workers drink?

A. Maybe five boxes per week. There were some that actually bought a lot.

Q. On a typical Friday night, how much would an average H2A worker buy in beer?

A. Five 24s.

INTERPRETER GARCIA: I'm asking permission to ask him to clarify for me.

MR. SCHULTE: I'm sorry. It's up to counsel to ask the questions. You can just interpret his answers. If counsel has a question about what he meant, he can follow up. Sorry.

INTERPRETER GARCIA: Okay.

Q. What do you mean by that?

A. With what?

Q. What do you mean by five 24s?

A. Five boxes of 24 each. I think it's 24 per case. Isn't that right? That's what they sell there?

Q. Okay. So, was Agustin also selling cases

of 24 beers?

A. Yes, he did. He would sell six-packs or 24-pack cases and the Caguana.

Q. So, Caguanas were sold either in six-packs -- sorry. Sorry.

Are you saying Caguanas were sold in either six-packs or 24-packs?

A. I don't know about that because I did not buy those.

Q. Do you know how much Agustin charged for a 24-pack of Caguanas?

MR. SCHULTE: Objection. He didn't answer that they were sold in 24-packs. No foundation.

(Interpreter Jenkins relieved Interpreter Garcia.)

Q. You can answer.

A. He once saw that the undocumented workers once organized a party and he did see they were sold a case of Caguanas.

Q. What beers -- how many beers per H2A worker would a particular H2A worker have per week?

A. Just a few of them were drinking beer, not all of them. We would just see that they'd like

clarify what is the word.

A. He said, also the hygiene in the field was really bad.

Q. What do you mean by that?

A. When we got there, everything was really dirty. The bathrooms were filthy, the showers, where we take showers were filthy, the dorms where we stayed.

Q. Turning back to the beer, what days of the week did Agustin sell beer?

A. It was open to whoever wanted to buy beer. But I would say -- but the days they would consume more beer was on Sunday.

Q. Could you buy beer all seven days a week or were there some days when it was closed?

A. No, it was open.

Q. What time during the day could workers buy beer?

A. When we came back from work.

Q. You previously talked about other workers buying beer. Did those workers purchase it from Agustin or from somewhere else?

A. At the beginning they were buying from Agustin and then after that they were buying it

elsewhere.

Q. When did they start buying them from elsewhere?

A. That was towards the end. At least that's what I would observe. I wasn't drinking a lot. I would buy approximately two beers a week.

Q. So, how many weeks were left in the season when people started buying beer elsewhere?

A. That was like the last week.

Q. Where did Agustin sell the beers from?

A. Right there in the store in the diner -- in the dining room. He had it there in the fridge.

Q. How far was the dining room from where you slept?

A. Five to 15 meters away. It was right there in the building where we were staying.

Q. I'd like to ask you briefly a little bit more about the bathrooms. Can you tell me anything else about the bathrooms?

A. There was shit on the walls and on the toilets like rubbed on the walls -- on the toilets. There was toilet paper everywhere, dirty toilet paper everywhere. Some would piss outside of the toilets. In the showers there was even dirt, mud,

Q. How much time would you spend in these vans each day?

A. Every day.

Q. Can you estimate how much time; ten minutes, an hour, three hours?

A. It would depend in which field you were going to work at. It could be from 15 minutes to 30 minutes.

Q. And that's total per day, 15 to 30 minutes?

A. What do you mean?

Q. Fifteen to 30 minutes, is that the total round trip travel or is that just one way?

A. Fifteen minutes there and 15 minutes back, depending on where the field is. There was another field that was farther away and it took us 30 minutes to get there and another 30 minutes to get back.

Q. During the course of 2015, did you ever leave the farm?

A. Only when I got chicken pox. I mean I was staying. I was sleeping in the fields, but since I had fever, I could not go to work. And I would like to clarify that during this time I was

being showed no preoccupation for us when I got sick. During this time that he got sick, I was being showed no concern for us.

Q. How long were you sick and not working?

A. About a week.

Q. Was there any transportation provided to you to do laundry?

A. Yes, there was one day out of the week that we used to go do our laundry.

Q. Was that transportation provided free of charge or was there a charge?

A. No. It was included.

Q. How much time would you have to do your laundry?

A. It would just depend on when we were all doing our laundry.

Q. Would you have time to shop at stores nearby?

A. Yes, there was a store nearby. At the end, that's where I would go buy my stuff. That's where I would go buy my food.

Q. Did you have time to go to the store on every trip to the laundry?

A. Yes. Sometimes, yes.

MR. HEYMAN-KANTOR: Let me rephrase.

Q. Is this the document that you were handed around the time that you were sent home?

A. Yes.

Q. I'd like you to look at another --

MR. HEYMAN-KANTOR: Sorry. Court reporter, can you mark this document as Exhibit 22?

(Exhibit 22, Miguel Angel Elizondo Soto's departure form, marked for identification, as of this date.)

Q. There should be a folder near you that says 22. Can you hold that up to the camera so we can confirm you have the right document?

(Witness complied.)

Q. Thank you. We've got the right document.

So, this document which I've marked as Exhibit 22, is that your signature on the document?

A. Yes, it is mine.

Q. Did you complete this document?

A. Yes.

Q. Was anyone with you when you completed this document?

A. Yes, the foreman Agustin.

Q. Anyone else?

A. No, just him.

Q. Do you see where there's an X on the document on the left side?

A. Yes.

Q. Why did you put an X there?

A. The foreman told me to put an X there. He told us all to put an X there.

Q. And then after you completed this document, what did you do with it?

A. There were actually two documents. One was in English and one was in Spanish, and I kept the one in Spanish.

Q. What did you do with the English one?

A. I gave it back to Agustin.

Q. Did you ever see this document again?

A. The one that was in English?

Q. Correct.

A. No, it was left there.

Q. Everything that you've been talking about today about Sun Valley, was that all about the 2015 growing season?

A. Yes.

MR. HEYMAN-KANTOR: I have no further

questions. I think opposing counsel may have some questions.

EXAMINATION BY
MR. SCHULTE:

Q. Hello. Good afternoon, sir. I just have a couple of questions. I'll keep it quick for you.

A. Okay, perfect.

Q. When you completed that form, Exhibit 22, did Russell Marino force you to fill that out?

A. Well, it was Agustin.

Q. Okay. So did Russell tell you anything about the form?

A. I don't even remember if Russell Marino was there.

Q. Okay. Thank you. Going back, you said that you had chicken pox and were sick for a week. Do you know if any other workers were also sick?

A. Yes. And they decided to abandon the fields because they were getting no care at all and they said we may die here, so they decided to leave.

Q. When you say leave the field, you mean leave the housing, leave the farm all together?

A. Yes, they left. They left and worked as undocumented workers.

were hired on the contract and I would also say there were 35 workers.

INTERPRETER JENKINS: Repeat as an interpreter. There were 35 workers from Durango. Would you like me to spell that?

MR. SCHULTE: Yes, please.

INTERPRETER JENKINS: D -- as in Daniel -- U-R-A-N -- as in nothing -- G-O.

A. Of the undocumented workers, I couldn't give you an exact number because we really did not spend much time with them. But I could say it was approximately 40 workers.

Q. Were there H2As from anywhere else? From Veracruz maybe?

A. Yes, from Veracruz, but I can't give you precisely a number of how many there were. There were a few.

Q. Less than how many there were from Guanajunto?

A. Yes.

Q. More than 10?

A. Probably. I didn't really recognize them.

Q. You mentioned buying beers at the store,

at maybe the Oxxo. Do you remember how much they cost there?

A. For each one, I think it was $2 a can, a small can, of the small ones.

Q. Were any of the Marinos ever there when Agustin was selling beer?

A. Let me think. No. I think this was something he was doing under the table without them finding out.

Q. Have you ever worked for other H2A employers?

A. No. It was my first year.

Q. Have you worked for any since then?

A. I have not had the opportunity again.

Q. Are you planning to do that this summer?

A. Let's hope so. I'm in need.

Q. Okay. Part of the pay at Sun Valley was what they call a piece rate so the more you harvest the more you're paid; is that right?

A. Yes.

Q. So that the faster you pick, the more you're paid, right?

A. It was a little confusing because the foreman would sometimes say we'd be paid on an

INTERPRETER GARCIA: Would you remind me what was the million dollars?

MR. SCHULTE: Against the Marino family.

MR. HEYMAN-KANTOR: I'm going to object that again it misstates what the case is about. It mischaracterizes. It's confusing.

A. The answer was no.

Q. No, he did not know that?

A. No, I don't know anything.

Q. Did anyone from the Department of Labor or from CDM talk to him about recovering money, about him being paid?

A. No, never.

Q. Does he think the Marino brothers owe him any money?

INTERPRETER GARCIA: Would you repeat that for me?

MR. SCHULTE: Sure, sorry.

Q. Does he believe the Marino brothers owe him any money?

A. The only thing is when I got ill because I was there on contract and the disease was in their field, so it was not my fault that I couldn't work. In any work in Mexico that you go to, if that

happens, they'll give you a sick leave.

Q. They have paid sick leave, so if you are sick, they'll pay you for days you couldn't work?

MR. HEYMAN-KANTOR: Objection. Relevance.

A. Exactly.

MR. SCHULTE: Okay. No further questions. Thank you.

MR. HEYMAN-KANTOR: One moment. We'd like to take a break for maybe five minutes. Just hang tight. Okay?

(A recess was taken from 4:19 p.m. to 4:27 p.m.)

MR. HEYMAN-KANTOR: We're back on the record. We'll turn the recording back on. Just give one moment until the recording turns on.

BY MR. HEYMAN-KANTOR:

Q. Just a couple more questions. Do you remember on Friday you and I had a telephone -- you had a telephone conversation with the Department of Labor?

A. Yes, I remember that.

Q. And there was also someone on the phone helping to translate?

Respondent's Volume 5

(RX 19 - 30)

Respondent's Exhibit List

RX 1	Utility bills paid by Sun Valley for the kitchen facility (Ex. R1 to Respondent's Motion for Summary Decision [RMSD]); pp. 1-11
RX 2	New Jersey Department of Labor Camp Inspection Reports and WHD Housing Occupancy Certificates for Sun Valley housing (RMSD Ex. 5); pp. 12-27
RX 3	Repair records for Sun Valley vans (RMSD Ex. 4); pp. 28-37
RX 4	Calculation of hours worked for 6 workers (RMSD Ex. 3); pg. 38
RX 5	Federal Register notice dated February 23, 2015 setting 2015 DOL meal charge amount; 80 Fed. Reg. 9482; pp. 39-40
RX 6	Weekly ShopRite circular showing cost of bottles of Corona (RMSD Ex. 2); pg. 41
RX 7	USDA meal plan cost calculation table for April 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 42
RX 8	USDA meal plan cost calculation table for September 2015 (Ex. 1 to Respondent's Opposition Brief); pg. 43
RX 9	Administrator's 5/22/2017 Responses to First Set of Interrogatories; pp. 44-58[2]
RX 10	Administrator's 5/22/2017 Responses to First Set of Requests for Admissions; pp. 74-82
RX 11	Agustin Hernandez deposition transcript excerpts; pp. 83-128
RX 12	Russell Marino, Jr. deposition transcript excerpts; pp. 129-151
RX 13	Joseph Marino deposition transcript excerpts; pp. 152-185
RX 14	Hugo Leonel Cinta Tegoma deposition transcript excerpts; pp. 186-209
RX 15	Carlos Cervantes Ramirez deposition transcript excerpts; pp. 210-231
RX 16	Hector Mishel Garcia Dominguez deposition transcript excerpts; pp. 232-260
RX 17	Jose Luis Silva Lopez deposition transcript excerpts; pp. 261-276
RX 18	Miguel Angel Elizondo Soto deposition transcript excerpts; pp. 277-295
RX 19	Dario Morales Acosta deposition transcript excerpts; pp. 296-311
RX 20	Notice of Determination (DOL 00006-13); pp. 312-319
RX 21	WHISARD Compliance Action Report 2015 (DOL 00014-17); pp. 320-323
RX 22	Excerpt from report by WHI Jose L. Perez (DOL 00052); pg. 324
RX 23	WHISARD Compliance Action Report 2013 (DOL 00104); pg. 325
RX 24	Back wage calculation, week-by-week (DOL 00144-159) (redacted); pp. 326-341
RX 25	Excerpt of English translation of statement of Hector M. Garcia Dominguez (DOL 00228); pg. 342[3]
RX 26	Results of drinking water tests for SVO housing (DOL 00331-334); pp. 343-346
RX 27	Letter from USDA FSA County Exec. Director dated Aug. 4, 2015 (DOL 00457); pg. 347
RX 28	Photographs of drinking water on trucks in Sun Valley fields (DOL 01866-1868); pp. 348-350
RX 29	Photograph of incomplete early departure form (DOL 01945); pg. 351
RX 30	Back wage calculation summary (DOL 02128); pg. 352

[2] By agreement of the parties, pages 59-73 of the Administrator's Response will be excluded, as they include the names and personal contact information of Sun Valley's H-2A employees for the 2015 season. The names of the employees are separately provided in the parties' Joint Disclosures, so the inclusion of their personal information here is unnecessary.

[3] By agreement of the parties, page 342a will be added as the second page of the English translation of that statement, in the interests of completeness and context.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF:

Sun Valley Orchards, LLC,	Case Number 2017-TAE-00003

Respondent.

and

IN THE MATTER OF:

Agustin Hernandez, d/b/a Agustin Hernandez, FLC,	Case No. 2017-MSP-00002

Respondent.

VIDEO TELECONFERENCE DEPOSITION OF
DARIO MORALES ACOSTA
New York, New York
May 3, 2017
10:20 a.m.

Reported by:
ELIZABETH F. TOBIN, RPR
JOB NO. 050317A

May 3, 2017

10:20 a.m.

Video teleconference deposition of DARIO MORALES ACOSTA, taken by The U.S. Department of Labor, Office of the Solicitor, held at the Offices of the Solicitor, U.S. Department of Labor, 201 Varick Street, Room 983, New York, NY 10014, pursuant to 29 C.F.R. Section 18.64, before Elizabeth F. Tobin, a Registered Professional Reporter and Notary Public of the State of New York.

A. Yes.
Q. You mentioned a key. What is the key to?
A. The main door to the kitchen.
Q. How much did you pay for meals?
A. 100 U.S. per week.
Q. What did you drink in the fields?
A. During the light breakfast in the morning, sometimes Gatorade or a soda.
Q. What did you drink in the fields?
INTERPRETER GARCIA: You want me to repeat the question?
MR. HEYMAN-KANTOR: Yes, please.
A. They brought water from the kitchen to give us some in the afternoon.
Q. What else did you drink during the course of the day?
A. Sometimes at dinner, one beer.
Q. Did you drink anything else during the course of the day?
A. No, that's it.
Q. Where did you get the soda, Gatorade and beer?
A. Agustin sold them.
Q. Did he sell any other drinks?

A. Sometimes juices.
Q. Anything else?
A. No, that's it.
Q. Did Agustin sell any other items other than drinks?
A. Chips, soups and cigarettes.
Q. Anything else?
A. No. Just that, and the soda and the Gatorade.
Q. Was anything else sold from the kitchen?
A. No.
Q. So, typically, how many sodas or Gatorades would you drink in a day?
A. Sometimes three or four.
Q. If you can walk me through a typical day, what times would you purchase these sodas and Gatorades?
A. During the light breakfast at 10:00 in the morning, one soda. Between 12:00 or 1:00, another one. From 2:00 to 3:00 we drank the water that they provided. And at dinner Monster or soda.
Q. Can you repeat the first word?
INTERPRETER GARCIA: Monster. It's a power drink.

Q. When you say soda, do you mean Monster or are those two different things?

A. No, when I say soda, I mean Coke, Coca-Cola. Monster is different.

Q. Did Agustin also sell Monster?

A. Yes.

Q. You said at 10:00 a.m. you'll have one soda. At 12:00 or 1:00 you'll have one soda. Is that right?

A. Yes.

Q. Can you go back to, what else would you have during this typical day?

A. The three sodas and the water.

Q. When would you drink the third soda?

A. In the afternoon, around 6:00 or 7:00.

Q. Would you ever drink a fourth soda or drink?

A. Around 5:00 and 6:00 a.m. in the morning there was coffee.

Q. Was the coffee free or was there a charge?

A. It was included in the weekly meal plan.

Q. Were the other drinks included in the weekly meal plan?

A. No, those we needed to pay one dollar per drink.

Q. Was it the same price for the coke, Gatorade and Monster?

A. Soda and Gatorade, one dollar; Monster, two dollars.

Q. Before when you said you'd have a soda at 10:00 a.m., a soda at 12:00 or 1:00 p.m., and a soda at 6:00 or 7:00 p.m., what do you mean by soda? Let me strike that.

What time of day would you have the Monsters?

A. In the morning at 10:00 with a sandwich that Agustin sold to us as part of the light breakfast.

Q. Would you have a Monster at any other time during the day?

A. No, just one.

Q. When would you have a Gatorade?

A. At 1:00 and at 6:00 p.m.

Q. When would you have a Coke?

A. Sometimes during lunch in exchange of the Gatorade.

Q. Is it your testimony you'd have one drink

at breakfast at 10:00 a.m., one drink at lunch at 12:00 or 1:00 p.m. and one drink at dinner at 6:00 or 7:00 p.m.?

A. Yes, plus the water that was provided between 11:00 to 3:00. That was the time in which it would be hotter.

Q. Was water provided after 3:00 p.m.?

A. Yes.

Q. Did the other workers in the fields drink more or less or about the same as you drank?

A. Some of them more because they purchased double for lunch or for breakfast.

Q. Do you mean by double? Do you mean two drinks for lunch or two drinks for breakfast?

A. Two for the lunch.

Q. Are you saying that most of the workers in the fields had more drinks than you had?

A. No, maybe just one-third of them. Not even one-half.

Q. The other half of workers, did they drink the same as you or less than you?

A. The same.

Q. How do you know how much the other workers drank?

A. Because we were all together in the same group and we were all together in one single dining room for lunch.

Q. Before you said that Agustin sold beer. How many beers per week did your coworkers drink?

A. About a six-pack.

Q. How do you know that?

A. I would see the empty cans in the trash when they put all the trash together.

Q. Do you know where your coworkers got the beer from?

A. Agustin had a refrigerator for the beer in the kitchen.

Q. How did the workers get the beer?

A. At the end of the day you could purchase it, just as the other drinks or beverages.

Q. How much did they cost?

A. I don't really remember. But maybe 12 U.S. per six-pack.

Q. How much beer did you purchase a week?

A. Two to three Cerveza Modelo.

INTERPRETER GARCIA: C-E-R-V-E-Z-A and the second word M-O-D-E-L-O.

Q. Is that a brand of beer?

A. Yes, it is.

Q. What other brands of beer were sold, if any?

A. There was a red one that I don't remember the name. I think Budweiser if that is a red can.

Q. Any other brands?

A. I think there was also Bud Light. I think.

Q. Who sold the other brands of beer?

A. They were all together in the same fridge opened by Agustin.

Q. How much did the Budweisers and Bud Lights cost?

A. I don't remember because I never purchased those. But they were cheaper.

Q. How much did it cost to buy a single Cerveza Modela?

A. Two dollars.

Q. What times of day could you buy beer?

A. Only in the evenings when we were ready to go to rest or sleep.

Q. So what was the earliest time and what was the latest time you could buy a beer?

A. If you wanted a beer, it had to be before

Q. Anything else remarkable about the housing or the bathrooms?

A. I would think that's all.

Q. I want to ask you a little bit about your personal experience working. Was there ever a time when you were injured or didn't work during the 2015 growing season?

A. Yes, for about a week and a half.

Q. Why did you not work for that week and a half?

A. I broke a toe when we were doing the picking.

Q. How did you break the toe?

A. A splinter went into my shoe from where they would stack the peppers.

Q. When did you -- let me talk a little bit about the circumstances around the end of your work at Sun Valley. How did you end up or why did you stop working at Sun Valley?

A. What happened is that there were three big storms and this affected three of the fields of peppers, so they said the only thing we would be doing is collecting the plastics from the fields, hoses and spikes.

you first signed it?

A. Yes. It was in Spanish and in English.

Q. What happened to the Spanish part of the document, if you know?

A. We turned them both in to Agustin.

Q. The part of the document that you have here, Agustin has this or you had this?

A. Agustin handed it to us so we would sign it. After signing it, we returned it to Agustin.

Q. Just to go back, where are you located today?

A. In Celaya.

Q. What building is that? Whose office is that?

A. It's the office for immigrants' rights.

Q. Do you know the name of the organization?

A. I think it's CDM. The center for immigrants' rights.

Q. Has anyone from CDM spoken with you about testifying?

A. Yes, that it was going to take place.

Q. Did they talk to you about what you would testify about?

A. No. Just with the attorneys on the U.S.

room?

A. Yes.

Q. Thank you. If we can go back and talk about the kitchen. Did you ever ask to put anything in the refrigerator?

A. No, I never asked.

Q. How about the stove?

A. I did not. Just some coworkers and they were told that they had to buy their stuff.

Q. Did anyone ever tell you that?

A. No.

Q. Did you ever pay money to Russell Marino for meals?

A. No. He only visited us three times during the time we were at the ranch.

Q. Did you pay anyone other than Agustin for meals?

A. No, just him.

Q. Did you ever pay anyone other than Agustin for soda or Monsters?

A. No, he was the one who would collect the money for these things.

Q. That would apply for everything you mentioned before that was sold, right? There was

nothing that you bought from anyone else at Sun Valley other than Agustin?

MR. HEYMAN-KANTOR: Objection, confusing.

A. Yes, he was the one who was with us.

Q. Did you ever go to the store? Did Sun Valley provide a van or a bus to take you to the store?

A. No. Only to wash our laundry.

Q. Was there a store nearby?

A. Yes. There was a store close by, five minutes walking.

Q. Did Sun Valley ever take money out of your paycheck to cover food for meals?

A. No.

Q. Was there anyone who did not buy beer, any of the workers who did not buy beer?

A. Yes, there were a few.

Q. So, you said that you came in June. Do you remember what time in June you arrived?

A. Like the first day.

Q. It looks like you left about August 9th. Is that about right?

A. I think so. 8th, the month of August.

Q. Other than that two-month period, do you

A. Around 30.

Q. Did Agustin explain why your coworkers could not use the kitchen?

A. No, he didn't. He just said that to them and that he it was not mandatory for any of us to eat that food or to drink those beverages.

Q. Okay. Now, in response to the questions from Mr. Schulte, you said that -- I'd like to talk a little bit about these trips to the laundry.

INTERPRETER GARCIA: Could you repeat that for me, please?

Q. I'd like to talk a little bit about the trips to the laundry that you were talking about earlier.

Would you always be able to go to the -- how much time would you be given to do the laundry?

A. About an hour and a half or two.

Q. Would you always have time to go to the store to buy food on that trip?

A. No. That would be a different trip on Saturday. We would go to the laundry twice a week.

Q. Did you pay for these trips?

A. Just if we were going to travel farther. For example, the trips to the laundry were paid by

Agustin.

Q. And on the trips to the laundry, were you able to purchase food and other items?

A. Yes.

Q. Did you always have time to purchase other items on those laundry trips?

A. Yes. But, of course, we had to do that while the clothes were being washed, while they were in the machine because they would not wait for us if we needed more time.

Q. How much time would you have to go to the store while the laundry was being washed?

A. About 30 minutes or an hour.

MR. HEYMAN-KANTOR: All right. No further questions.

MR. SCHULTE: Just a couple of questions for me.

BY MR. SCHULTE:

Q. Did any of the Marino brothers speak with you about the meals?

A. No, they didn't. None of them. We just arrived and were taken to the dorms to make ourselves home. And it was Agustin the one who told us how the weekly meal plan worked.

MR. HEYMAN-KANTOR: All right. One moment. We need to confer here.

(A brief recess was taken at this time.)

MR. SCHULTE: I'm sorry. If I can go back. I have just have one last one.

BY MR. SCHULTE:

Q. Do you think you're owed any money for your work in 2015?

A. I guess not because at the end of every week they would give us our check and our stub.

MR. SCHULTE: Okay. Thank you. That was all.

MR. HEYMAN-KANTOR: We have no further questions. Thank you very much for your time and both for the interpreter for your help here and to the witness. We wish you a safe journey back home.

INTERPRETER GARCIA: Thank you, sir.

MR. GLICK: I'm going to stop the recording now.

(Time Noted: 12:35 p.m.)

WHISARD Case Summary Report

Case Info

Case ID: 1694162 Registration Act: MSPA
ER Legal Name: Sun Valley Orchards I Local File Number: 2013-332-06409
ER Trade Name: Sun Valley Orchards
ER Address: 32 Vestry Rd

ER City: Swedesboro ER State: NJ ER ZIP: 08085
Onginating District: Southern NJ District Office
Investigating District: Southern NJ District Office
MODO Office:
Lead Investigator: Perez, Jose
DP
Investigation Period: 04/01/2013 to 05/21/2013
Investigation Tool: Full Investigation

Case Status Dates

Registered:	05/09/2013	Mgr. Review	07/24/2013	Concluded:	09/24/2014
Assigned:	05/09/2013	Active Followup:	07/24/2013	Removed:	
Under Investigation:	05/07/2013	Inactive Followup:	09/18/2013		

Findings

Number of Acts:	4
Number of Violations:	83
EEs Employed:	100
Unduplicated EEs Due:	81
Unduplicated EEs ATP:	81
Minors Involved:	0

Total BWs

Total BWs Computed:	$6,237.70
Total BWs ATP:	$6,237.70
Total BWs Paid to Date:	$6,237.70
% Paid to Date:	100.00
BNPI:	0

Total CMPs

Total CMPs Computed:	$1,000.00
Total CMPs Assessed:	$1,000.00
Total CMPs Paid to Date:	$1,000.00
% Paid to Date:	100.00

Total LDs

Total LDs Computed:	$0.00
Total LDs ATP:	$0.00
Total LDs Paid to Date:	$0.00
% Paid to Date:	N/A

Case Summary Notes

DP investigation - AGER grows ground crops (asparagus, peppers, and squash). AGER formerly Marino Brothers Farm. Housing viol: no toilet paper for EEs, bathroom facilities not clean, gasoline tank adjacent ot dormitory, screen doors need fixing, gaps in screen doors. FIC (Agustin Hernandez) found selling meal plan and beverages to workers at inflated prices. BWs computed for 81 MSPA workers due $6237. AGER ATC. DP

Case Conclusion Notes

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3687
Fax: (646) 264-3660
Email: glick.jason.e@dol.gov

Reply to the Attention of: Jason E. Glick, Esq.

July 27, 2017

Via First Class Mail
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *In re Sun Valley Orchards*, LLC 2017-TAE-00003

Dear Judge Timlin:

Counsel for the Administrator writes to submit the password for the two encrypted DVDs provided to the Court at the outset of last week's hearing, and to request that the DVDs be filed under seal. The password is SunValley1!

As discussed at the hearing, the DVDs contain video from the six *de bene esse* depositions taken remotely from Mexico in May 2017. Under questioning from the Administrator's counsel, each witness held his passport up to the camera for identification purposes, and at least one witness did so as well (albeit not at counsel's request) under questioning from Respondent's counsel about the dates of visa stamps. As a result, portions of the DVD clips contain personally identifiable information such as national identification numbers. Accordingly, the Administrator respectfully requests that the DVDs be sealed from public access pursuant to 29 C.F.R. § 18.85(b). The deposition transcripts submitted into evidence by both parties contain substantially the same information as the DVDs — *i.e.* all the testimony submitted as PX 3, 5, 7, 9, 11, and 13, and RX 14–19 — without the private information captured on camera.

Finally, in the course of packing up after trial, counsel for the Administrator inadvertently took a video cable and a DVD Player manual from the television cart in the courtroom. Counsel is returning those items, enclosed with this letter.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: _____
Jason E. Glick, Trial Attorney

Encl.
cc: Christopher J. Schulte, Esq. (via e-mail)

RECEIVED
JUL 31 2017
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NJ

UNITED STATES DEPARTMENT OF LABOR
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. (646) 264-3650
Fax Nos. (646) 264-3660 OR (646) 264-3670

PLEASE CALL IMMEDIATELY IF THIS FAX IS INCOMPLETE OR ILLEGIBLE

Date: September 25, 2017 **Recipient's Telephone No.:** 856.486.3800
Recipient's Fax No.: 856.486.3806

Deliver to: Hon. Theresa C. Timlin
Administrative Law Judge

Number of Pages (including cover page): 3

Sender's Name: Jason E. Glick
Trial Attorney

Direct Phone Number: 646.264.3687

RE: Sun Valley Orchards, LLC, No. 2017-TAE-00003

CONFIDENTIALITY NOTICE

This facsimile transmission is intended solely for the use of the individual or entity named above and may contain information that is confidential, privileged and exempt from disclosure under the applicable law. If you are not the intended recipient, any use of this information is prohibited. If you have received this transmission in error, please notify the sender immediately.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent	Case No: 2017-TAE-00003

JOINT MOTION TO SET POST-HEARING BRIEFING SCHEDULE

The parties jointly write to respectfully request that the Court set December 15, 2017 as the deadline for the parties to mail their post-hearing briefs to the Court.

At the close of the hearing on July 21, the Court directed the parties to meet and confer regarding a briefing schedule, with the expectation that the parties would propose a deadline of six weeks following receipt of the transcripts — subject to other obligations.

Respondent's counsel received the transcripts on September 21. Respondent is currently engaged in extensive preparations and briefing in a case set for trial the week of November 13, and is presenting at a conference the week of November 27. Other commitments made several months ago will have Respondent's counsel out of the office at the end of October and in early November, as well. As the Court is aware, one of the attorneys representing the Administrator is also representing the Administrator in a case, Volmar Construction, Inc., 2017-DBA-00002, scheduled for a hearing beginning October 25, with depositions and other pre-hearing preparation underway.

In light of the parties' existing obligations, the parties respectfully request until December 15 to submit post-hearing briefs. The parties would serve copies of their briefs and exhibits simultaneously on that date, via overnight mail, to the Court, with copies to opposing counsel.

Dated: September 25, 2017

Respectfully submitted,

Christopher J. Schulte
CJ Lake, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
cschulte@cj-lake.com

Jacob Heyman-Kantor
Jason E. Glick
U.S. Department of Labor
Office of the Solicitor, Region II
201 Varick St., Room 983
New York, NY 10014
Glick.Jason.E@dol.gov
HeymanKantor.Jacob@dol.gov

U.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 05 October 2017

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

ORDER GRANTING JOINT MOTION TO SET POST HEARING BRIEFING SCHEDULE

This matter arises under the Immigration and Nationality Act ("INA") Temporary Alien Employment H-2A visa program, 8 U.S.C. Sections 1101(a)(15)(H)(ii)(a); 1188(c), as implemented by regulations at 29 C.F.R. Part 501. A hearing was held on July 18, 19, 20 and, 21, 2017 in Cherry Hill, New Jersey.

At the conclusion of the hearing on July 21, 2017, the undersigned directed the parties to meet and confer regarding a briefing schedule, with the exception that the parties would propose a deadline six weeks following the receipt of the hearing transcripts in this matter. Respondent's counsel received a copy of the hearing transcripts on September 21, 2017.

On September 25, 2017, by facsimile letter, the parties filed a Joint Motion to Set Post Hearing Briefing Schedule. The parties request until December 15, 2017 to submit post hearing briefs, with Respondent citing other commitments made several months ago that will have counsel out of the office at the end of October and early November.

Therefore, having found good cause, I hereby GRANT the parties Joint Motion to Set Post Hearing Briefing Schedule. The parties are directed to submit their post hearing briefs to the undersigned no later than December 15, 2017.

SO ORDERED.



Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN,
OU=Administrative Law Judge, O=US
DOL Office of Administrative Law
Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Number: **2017TAE00003**

Document Title: **ORDER GRANTING JOINT MOTION TO SET POST HEARING BRIEFING SCHEUDLE**

I hereby certify that a copy of the above-referenced document was sent to the following this 5th day of October, 2017:

Digitally signed by JACQUELINE KACZAK
DN: CN=JACQUELINE KACZAK, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

JACQUELINE KACZAK
LEGAL ASSISTANT

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail}

U.S. Department of Labor
Office of the Solicitor

201 Varick Street, Room 983
New York, NY 10014
Tel: (646) 264-3687
Fax: (646) 264-3660
Email: glick.jason.e@dol.gov

Reply to the Attention of: Jason E. Glick, Esq.

December 15, 2017

Via UPS Next Day Air
Hon. Theresa C. Timlin, Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Re: *In re Sun Valley Orchards*, LLC 2017-TAE-00003

Dear Judge Timlin:

Counsel for the Administrator of the Wage and Hour Division submits for filing the enclosed Administrator's Post-Hearing Brief.

Respectfully submitted,

Jeffrey S. Rogoff
Regional Solicitor

By: _____
Jason E. Glick
Attorney

cc: Christopher J. Schulte, Esq. (via e-mail)

RECEIVED
DEC 18 2017
OFFICE OF ADMINISTRATIVE LAW JUDGE
CHERRY HILL NJ

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

IN THE MATTER OF: Administrator, Wage and Hour Division, U.S. Department of Labor, Plaintiff v. Sun Valley Orchards, LLC, Respondent.	)	Case No. 2017-TAE-00003



ADMINISTRATOR'S POST-HEARING BRIEF

JENNIFER BRAND
Associate Solicitor for Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

JACOB HEYMAN-KANTOR
JASON E. GLICK
Attorneys

U.S. Department of Labor
Attorneys for the Prosecuting Party

TABLE OF CONTENTS

TABLE OF AUTHORITIES iv

INTRODUCTION 1

STATEMENT OF FACTS 1

I. Sun Valley's Owners 2

II. Sun Valley's Supervisor Agustin Hernandez 4

III. The Onerous Conditions in Sun Valley's Fields 5

IV. Sun Valley's Substandard Housing 6

V. Sun Valley's Dangerously Deficient Work Transport 8

VI. Sun Valley's Inaccessible Kitchen; Undisclosed, Mandatory Meal Plan; and Company Store 10

A. The Marinos' and Hernandez's Roles Administering the Meal Plan 10

B. Sun Valley's Undisclosed Meal Plan Was Mandatory for Farmworkers 12

C. Hernandez Ran a Company Store That Sold Soft Drinks and Beer to Workers at a Profit and Without a Liquor License 14

VII. Sun Valley's Termination of Workers and of False Resignation Forms 16

A. Sun Valley's Discharge of Nineteen Workers in Early May 16

B. Sun Valley's Discharge of Forty-Four Workers in Early August 19

C. Sun Valley's False and Incomplete Notifications to Government Agencies of Workers' Departure 20

ARGUMENT 21

I. Sun Valley's Job Orders and Undisclosed Meal Plan Violated 20 C.F.R. §§ 655.122(g), (p), and (q). 21

A. Sun Valley Violated § 655.122(g) and (q) by Not Providing the Promised Kitchen Access. 22

B. Because Sun Valley Did Not Provide Employees with Kitchen Access, It Was Responsible for Providing Workers with Meals and Disclosing Any Meal Charges. By Failing to Do So, It Violated § 655.122(g) and (q). 26

C. Because Hernandez Administered the Meal Plan and Charged Workers on Sun Valley's Behalf, i.e. as Its Agent, Sun Valley Also Violated 20 C.F.R. § 655.122(g), (p) and (q) by Not Disclosing These Charges. 27

1. A "Charge" is Legally Equivalent to a "Deduction." 27
2. Because Hernandez Was Sun Valley's Manager and Agent, the Money He Charged Workers Were Effectively Sun Valley Deductions. 29
II. Sun Valley Is Liable for Hernandez's Operation of a Company Store that Illegally Sold Beer and Soft Drinks at a Profit, in Violation of 20 C.F.R. § 655.122(p)(2). 32
III. Sun Valley Owes $209,047.69 in Back Wages to Its Farmworkers for Improperly Charging Them for Meals, Drinks, and Beer. 38
A. Sun Valley Owes Workers Back Wages for the Full Amount of the Improper Charges for Meals and Drinks. 38
B. Under the *Mt. Clemens* Framework, Which Applies Here, the Administrator Has Met his Burden of Proof as to the Amount of Back Wages Owed 44
1. The *Mt. Clemens* Framework Applies Here 44
2. The Administrator Has Met His Burden of Proof Under the *Mt. Clemens* Framework. 45
3. The Administrator's Back Wage Computations for the Hidden Meal Plan Charges Are Fully Supported by the Evidence at Trial and Should be Upheld 46
4. The Administrator's Back Wage Computations for the Sales of Soft Drinks at a Profit Were Also Fully Supported by the Evidence at Trial and Should be Upheld. 48
5. The Administrator's Revised Computations for the Sales of Beer at a Profit and in Violation of State Law Are Fully Supported by the Evidence at Trial and Should Be Upheld. 51
IV. The Court Should Uphold the Administrator's Assessment of $198,450 in Civil Money Penalties (CMPs) for Unlawful Deductions for Undisclosed Meals, and for Drinks Sold at a Profit or in Violation of State Law. 54
V. Sun Valley Violated the Three-Fourths Guarantee By Discharging Twenty-Four Workers Without Paying Compensation Due. 59
A. The Three-Fourths Guarantee and Related Recordkeeping and Notice Requirements 61
B. As Sun Valley Concedes, It Owes a Three-Fourths Guarantee to Four Workers Terminated in August. 63
C. Sun Valley Owes a Three-Fourths Guarantee to the Nineteen Workers Who Involuntarily Departed in May After Sun Valley Discharged Them 63

1. Sun Valley Terminated, or Alternately Constructively Discharged These Workers. 63
2. The Administrator's Back-Wage Computations for the Discharged May Workers Are Reasonable. 68
D. Sun Valley Also Owes a Three-Fourths Guarantee to Jose Islas Larraga. 73
E. A Civil Money Penalty of $1,350 for Sun Valley's Pattern of Three-Fourths Guarantee Violations is Eminently Reasonable 74
VI. Sun Valley Attempted to Coerce Workers to Waive Their Rights by Signing False Forms, Warranting $1,350 in Civil Money Penalties. 75
VII. Sun Valley's Substandard Housing Violated 20 C.F.R. § 655.122(d)(1)(i), and the Administrator's Reasonable $3,600 CMP Assessment Should Be Upheld. 78
A. The Unscreened Bathroom Windows Exposed Farmworkers to Insects 79
B. The Ripped Dormitory Screen Doors Also Exposed Workers to Vermin. 80
C. The Exposed Refuse Bins Exacerbated the Unsanitary Conditions. 82
D. Sun Valley Also Failed to Provide Workers with Adequate Hot Water for Bathing and Handwashing. 82
E. Sun Valley Failed to Provide Clean Mattresses to Two Workers. 83
F. Sun Valley Is Liable for $3,600 in Civil Money Penalties for Its Housing Violations. 84
VIII. Sun Valley's Unsafe Transportation Violated 20 C.F.R. § 655.122(h)(4), Warranting $7,500 in CMPs. 86
A. Unlicensed Drivers 86
B. Broken Lights and Bald Tires 88
C. The Court Should Uphold the Administrator's Reasonable and Considered Decision to Assess $7,500 in CMPs for Sun Valley's Transportation Safety Violations. 89

Appendix A - Soft Drink Sales at a Profit 92
Appendix B - Illegal Beer Sales at a Profit 93
Appendix C - Revised Back Wage Computations as to Illegal Beer Sales at a Profit 94

TABLE OF AUTHORITIES

Cases

Abhe & Svoboda, Inc. v. Chao,
508 F.3d 1052 (D.C. Cir. 2007) 44

Access 4 All, Inc. v. Boardwalk Regency Corp.,
No. 08-3817, 2010 WL 4860565 (D.N.J. Nov. 23, 2010) 7

Anderson v. Mt. Clemens Pottery Co.,
328 U.S. 680 (1946) ..... *passim*

Arriaga v. Fla. Pac. Farms,
305 F.3d 1228 (11th Cir. 2002) 28, 29

Castillo v. Case Farms of Ohio, Inc.,
96 F. Supp. 2d 578 (W.D. Tex. 1999) 29

Chertkova v. Conn. Gen. Life Ins. Co.,
92 F.3d 81 (2d Cir. 1996) 64

Clowes v. Allegheny Valley Hosp.,
991 F.2d 1159 (3d Cir. 1993) 67

Dep't of Law & Pub. Safety v. Bigham,
119 N.J. 646 (1990) 86

Donovan v. New Floridian Hotel, Inc.,
676 F.2d 468 (11th Cir. 1982) 35, 53

Escobar v. Baker,
814 F. Supp. 1491 (W.D. Wash. 1993) 29

Garcia-Celestino v. Ruiz Harvesting, Inc.,
843 F.3d 1276 (11th Cir. 2016) 21

In re Global Horizons, Inc. ("*Global Horizons I*"),
No. 2010-TAE-00002 (OALJ Dec. 13, 2011) 39, 55, 59

In re Global Horizons, Inc. ("*Global Horizons II*"),
No. 2010-TAE-00002 (OALJ Dec. 7, 2010), *aff'd*, ARB No. 11-058 (May 31, 2013) ..... *passim*

In re Global Horizons, Inc. ("*Global Horizons III*"),
No. 2005-TAE-00001 (OALJ May 6, 2011) 60, 71, 74

In re Greater Mo. Med. Pro-Care Providers, Inc.,
ARB No. 12-015, 2014 WL 469269 (DOL Admin. Rev. Bd. Jan. 29, 2014) 44, 46

Hart v. Rick's Cabaret Int'l, Inc.,
73 F. Supp. 3d 382 (S.D.N.Y. 2014) 44, 45, 46

Howard v. Malcolm,
658 F. Supp. 423 (E.D.N.C. 1987) 81, 82

Marshall v. Hunter,
No. 79-958, 1983 WL 2015 (M.D. Fla. May 9, 1983) 40, 54

McGuiggan v. CPC Int'l, Inc.,
84 F. Supp. 2d 470 (S.D.N.Y. 2000) 88

Murphy v. Millennium Radio Grp.,
No. 08-1743, 2015 WL 419884 (D.N.J. Jan. 30, 2015) 25

Ortiz v. Paramo ("*Ortiz I*"),
No. 06-3062, 2008 WL 4378373 (D.N.J. Sept. 19, 2008) 34, 35, 53, 54

Ortiz v. Paramo ("*Ortiz II*"),
No. 06-3062, 2009 WL 4575618 (D.N.J. Dec. 1, 2009) ..... *passim*

In re Overdevest Nurseries, LP,
No. 2015-TAE-00008 (OALJ Feb. 18, 2016) 54, 55

Pa. State Police v. Suders,
542 U.S. 129 (2004) 65, 67, 68

In re Pegasus Consulting Grp.,
ARB No. 03-032, 2005 WL 1542545 (DOL Admin. Rev. Bd. June 30, 2005) 44

In re Pegasus Consulting Grp.,
No. 05-5161, 2008 WL 920072 (D.N.J. Mar. 31, 2008) 44, 45

In re Peroulis & Sons Sheep, Inc.,
ARB Case No. 2013-0083 (DOL Admin. Rev. Bd. June 16, 2015) 74

Pythagoras v. Gen. Contracting Corp. v. USDOL,
926 F. Supp. 2d 490 (S.D.N.Y. 2013) 53

Ramos-Barrientos v. Bland,
661 F.3d 587 (11th Cir. 2011) 29

Reed v. Chase Home Fin., LLC,
893 F. Supp. 2d 1250 (S.D. Ala. 2012) 25

Rivero v. Montgomery Cnty.,
No. 16-1186, 2017 WL 1684618 (D. Md. May 3, 2017) 21

In re Seasonal Ag Servs., Inc.,
No. 2014-TAE-00006 (OALJ Dec. 5, 2014) 39

Severino v. 436 West L.L.C.,
No. 13-cv-3096, 2015 WL 12559893 (S.D.N.Y. Mar. 19, 2015) 39, 54

Soler v. G. & U., Inc.,
833 F.2d 1104 (2d Cir. 1987) 51

Sup. Farming Co. v. Ag. Labor Relations Bd.,
198 Cal. Rptr. 608 (Ct. App. 1984) 64

In re Urbina,
No. 2000-MSP-0010 (OALJ Dec. 12, 2001) 64

Vallies v. Sky Bank,
591 F.3d 152 (3d Cir. 2009) 56

In re: Weeks Marine, Inc. ("*Weeks Marine I*")
ARB No. 12-093, 2015 WL 2172482 (DOL Adm. Rev. Bd. Apr. 29, 2015) 28, 37

In re: Weeks Marine, Inc. ("*Weeks Marine II*")
No. 2009-DBA-00006 (OALJ Aug. 7, 2017) ..... *passim*

Federal Statutes

5 U.S.C. § 6103 70

26 U.S.C. § 3121(b)(1) 47
26 U.S.C. § 3306(c)(1)(B) 47
29 U.S.C. § 1841 86

49 U.S.C. § 3102 88
49 U.S.C. § 31502 88

Pub. L. 103-272 § 1(c), (e) (July 5, 1994) 88

Federal Rules and Regulations

Federal Rule of Evidence 1006 68

8 C.F.R. § 214.2(h)(5)(vi)(B)(1) 62, 77

20 C.F.R. part 655, subpart B 76
20 C.F.R. § 654.400(a) (2015) 79
20 C.F.R. § 654.401(a) (2015) 78
20 C.F.R. § 654.408 (2015) 79, 80
20 C.F.R. § 654.412(a) (2015) 67, 82
20 C.F.R. § 654.414(a) (2015) 82
20 C.F.R. § 654.416 (2015) 83
20 C.F.R. § 655.102(b)(13) (2005) 39
20 C.F.R. § 655.103 ..... 2, 22, 46, 70
20 C.F.R. § 655.120 ..... 33, 38, 71
20 C.F.R. § 655.121(a) 2
20 C.F.R. § 655.122(a) 47
20 C.F.R. § 655.122(d) ..... *passim*
20 C.F.R. § 655.122(g) ..... *passim*
20 C.F.R. § 655.122(h) 1, 86, 91
20 C.F.R. § 655.122(i) ..... *passim*
20 C.F.R. § 655.122(j) 44, 62, 71, 72
20 C.F.R. § 655.122(*l*) 33, 38
20 C.F.R. § 655.122(n) 62, 73, 77
20 C.F.R. § 655.122(o) 60
20 C.F.R. § 655.122(p) ..... *passim*
20 C.F.R. § 655.122(q) ..... *passim*
20 C.F.R. § 655.130(a) 2
20 C.F.R. § 655.135 ..... 77, 81, 86
20 C.F.R. § 655.173 ..... 26, 27, 42, 43

29 C.F.R. § 18.201 7
29 C.F.R. § 18.1006 68
29 C.F.R. § 500.104(c) 89
29 C.F.R. § 500.105(b) 86, 88
29 C.F.R. § 501.16(a)(2) ..... *passim*
29 C.F.R. § 501.19 (2016) ..... *passim*
29 C.F.R. § 501.5 ..... *passim*
29 C.F.R. Part 531 ..... 33, 34, 36
29 C.F.R. § 531.31 34
29 C.F.R. § 531.33(b) 33, 34, 36
29 C.F.R. § 1928.110(c) 66
29 C.F.R. § 500.105 ..... 86, 88

49 C.F.R. Part 393 Subpart B 88
49 C.F.R. § 393.11 88
49 C.F.R. Part 398 88
49 C.F.R. § 398.5 88

New Jersey Statutes

N.J. Stat. Ann. § 33:1-2(a) 36
N.J. Stat. Ann. § 39:3-10 (2015) 86
N.J. Stat. Ann. § 39:3-61(a) 88
N.J. Stat. Ann. § 54:40A-3 51

New Jersey Regulations

N.J. Admin. Code § 13:21-8.2(f) 86
N.J. Admin. Code § 13:21-13.1 86
N.J. Admin. Code § 13:21-13.11(b) 88
N.J. Admin. Code § 13:21-13.2 86

Other Authorities

DOL Notification Process for Worker Abandonment or Termination for Cause for H-2A Temporary Agricultural Certifications ("DOL Notification Process"), 76 Fed. Reg. 21,041 (Apr. 14, 2011) 62, 73, 77

H-2A Petitioner's Employment-Related or Fee-Related Notification ("USCIS Notification"), 73 Fed. Reg. 77,047 (Dec. 18, 2008) 62, 77

Migrant and Seasonal Farmworker Powerlessness, Hearings before the Subcomm. on Migratory Labor of the S. Comm. on Labor & Pub. Welfare, 91st Cong. 4877 (1970) 83

Migratory Labor Hearings: Hearings Before the Subcomm. on Labor & Labor-Mgmt. Relations of the S. Comm. on Labor & Pub. Welfare, 82nd Cong. 461 (1952) 33

Migratory Labor: Hearings Before the Subcomm. on Migratory Labor of the S. Comm. on Labor & Pub. Welfare, 86th Cong. 56 (1959) 34

Registration of Interstate Farm Labor Contractors, S. Rep. 88-202 (1963) 55

Restatement (Third) of Agency § 2.01 ..... 29, 31

Restatement (Third) of Agency § 2.03 ..... 30, 31

Restatement (Third) of Agency § 6.01 29

Temporary Agricultural Employment of H-2A Aliens in the United States ("2008 Final Rule") 73 Fed. Reg. 77,110 (Dec. 18, 2008) 60, 61

Temporary Agricultural Employment of H-2A Aliens in the United States ("2010 Final Rule") 75 Fed. Reg. 6943 (Feb. 2, 2010) 37, 60, 62, 81

Temporary Agricultural Employment of H-2A Foreign Workers in the Herding or Production of Livestock on the Range in the United States, 80 Fed. Reg. 62,958 (Oct. 16, 2015) 43

U.S. Att'y Gen. Op., Migrant Farm Labor – Wagner-Peyser Act, 1959 WL 3714 (July 2, 1959) 79

Wage and Hour Division Field Assistance Bulletin No. 2012-1 (Feb. 28, 2012) 65, 66, 67, 74

Wage and Hour Division Field Assistance Bulletin No. 2012-3 (May 17, 2012) 28, 33, 35

Workforce Innovation and Opportunity Act (Notice of Proposed Rulemaking), 80 Fed. Reg. 20,690 (Apr. 16, 2015) 78

Workforce Innovation and Opportunity Act, 81 Fed. Reg. 56,072 (Aug. 19, 2016) 78

Sun Valley recruited workers with promises, made under penalty of perjury, of safe and habitable living conditions, free cooking and kitchen facilities, and a guarantee that workers would be allowed to work for at least three fourths of the growing season. Instead, nearly 150 H-2A and domestic workers arrived to work at Sun Valley only to find charges for meals, deplorable housing conditions, and unsafe transportation. They also discovered that the company was further exploiting their vulnerability by allowing its lead manager to sell items to employees at profit on company grounds. When some workers complained about their intolerable working conditions, they were fired and then instructed to sign forms falsely stating that they had resigned for personal reasons. Sun Valley also laid off other workers later in the season, and then lied to government agencies about the reasons for the workers' termination.

Sun Valley's exploitation of its workforce, violation of its work contracts, and false statements to government agencies violated the H-2A program rules in six fundamental ways. Specifically, Sun Valley's undisclosed meal charges and false promises about kitchen access violated 20 C.F.R. § 655.122(g), (p), and (q); its charges for drinks and other items at a profit violated § 655.122(p); its discharge of workers before they had met their three-fourths guarantee violated § 655.122(i); its attempt to have workers waive that guarantee violated 29 C.F.R. § 501.5; its substandard housing violated § 655.122(d)(1); and its unsafe transportation practices and vehicles violated § 655.122(h)(4).

STATEMENT OF FACTS

Sun Valley is one of New Jersey's largest produce growers, with about a dozen fields

totaling at least 2,500 acres.[1] PX-15, at 383:23–384:6,[2] *see* JX-1, at 18.

Sun Valley is owned and operated by four members of the Marino family: brothers Russell Jr. and Joe, their uncle Harry, and their father Russell, Sr. Tr. 787:18–21; ALJ Ex. 1 ¶ 2. Sun Valley's management also includes Agustin Hernandez, who is the lead supervisor of the farmworkers. Tr. 172:9–13, 799:19–23; PX-15, at 425:23–25.

I. Sun Valley's Owners

Russell Jr. oversees Hernandez's direct management of Sun Valley's farmworkers; personally supervises a handful of farmworkers when they work with irrigation; and is involved in Sun Valley's orientation of newly arriving farmworkers. Tr. 715:8–15, 719:6–18, 773:8–9. Joe Marino oversees Sun Valley's sales operations, integrated pest management program, tractor work, and various administrative operations. Tr. 786:24–787:12.

To participate in the H-2A program, Sun Valley filed two forms with the Department of Labor: an Application for Temporary Employment Certification (ETA Form 9142) ("TEC"); and an Agricultural and Food Processing Clearance Order (ETA Form 790). 20 C.F.R. §§ 655.121(a), 655.130(a). This latter document is known as a "job order" because it is used to recruit both H-2A and domestic workers and must describe all "material terms and conditions of employment, including those related to wages, working conditions, and other benefits." *Id.* § 655.103(b).[3]

Sun Valley filed two job orders to hire 100 H-2A workers in 2015, covering overlapping

---

[1] Reorganized as an LLC in 2012, the farm used to operate as "Marino Brothers, Inc." The farm has grown steadily in recent years, but there has been "virtually no difference" in the farm's management structure for some time. PX-15, 379:5–20; *see* ALJ Ex. 1 ¶¶ 2–6.

[2] Citations to deposition excerpts are to the page numbers of the exhibit at the bottom of the exhibit page, not the deposition page number.

[3] The regulations tend to use the terms "job offer" and "job order" interchangeably.

time periods: April 13, 2015 to October 10, 2015 (JX-1), and June 1, 2015 to October 10, 2015 (JX-3) (collectively, the "Job Orders"). The Job Orders represented that Sun Valley would "furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer['s] housing so that workers may prepare their own meals." *See* JX-1, at 2, 9 ¶ 14; JX-3, at 43, 50 ¶ 14. In a separate section of the Job Orders, Sun Valley checked a series of boxes identifying whether certain deductions would be made from workers' pay. For the box corresponding to "Meals," Sun Valley checked "No," to indicate that it would not charge for meals. *See* JX-1, at 4 ¶ 17; JX-3, at 45 ¶ 17. Nowhere in the Job Orders did Sun Valley state that workers would be required to participate in a meal plan or otherwise pay Sun Valley for meals.

Russell Marino, Jr. signed the Job Orders, certifying that the documents "describe[] the actual terms and conditions of the employment being offered by me and contain[ed] all the material terms and conditions of the job." JX-1, at 6 ¶ 27; JX-3, at 47 ¶ 27. In the TECs, Sun Valley certified under penalty of perjury that it would "comply with all applicable Federal, State and local employment-related laws and regulations, including health and safety laws." JX-2, at 30 ¶ 8, 31; JX-4, at 69 ¶ 8, 70; *see* JX-2, at 40–41, 40 ¶ 3 (contract pursuant to which Sun Valley hired an agent, National Agricultural Consultants, to sign the TECs on Sun Valley's behalf, while Sun Valley retained "personal[] and sole[] responsibility" for all aspects of compliance with the H-2A program); Tr. 713:15–25, 739:23–741:7, 787:14–16, 788:1–2, 795:3–5 (Marinos' involvement in filling out the H-2A paperwork).

The Job Orders and TECs were approved, and Sun Valley used the Job Orders to hire approximately 147 workers during the 2015 growing season. Sun Valley did not enter into separate written contracts with its workers. PX-20, at 816–817 ¶ 3.

II. Sun Valley's Supervisor Agustin Hernandez

Mr. Hernandez supervised the farmworkers and virtually every aspect of the farmworkers' lives and work at Sun Valley. Tr. 172:9–13. As H-2A worker Marco Giovanny Maldonado explained, Hernandez was, as far as the farmworkers were concerned, the "man in charge" at Sun Valley. Tr. 17:22–17:25. Among other duties, Hernandez:

- Helped the Marinos choose how many H-2A workers to hire. Tr. 806:16–807:7;
- Recruited H-2A and domestic farmworkers to come to work at Sun Valley. Tr. 173:24–174:18;
- Oriented Sun Valley's workers when they arrived and told them the rules of the camp. Tr. 174:19–175:24;
- Maintained the workers' housing facilities at Sun Valley. Tr. 172:22–173:20;
- Sold Sun Valley's workers meals and drinks. Tr. 190:24–191:1 (sales of drinks); Tr. 223:25–224:1;
- Oversaw the transportation of workers between Sun Valley's housing and the fields, including selecting the workers that drove those vehicles. Tr. 205:5–15;
- Distributed pay to Sun Valley's workers. Tr. 211:24–212:9; and
- Selected certain workers for termination. Tr. 236:22–237:12.

Not surprisingly, Hernandez was the person to whom workers would bring any questions or complaints. As Sun Valley's owner Joe Marino put it, for a farmworker to go over Mr. Hernandez's head and communicate directly about a workplace issue to one of Sun Valley's owners would be violating the "chain of command." *See* Tr. 825:4–6; *see also* Tr. 61:14–22 ("Q. Did you ever say anything to Russell Junior? A. No. If we had a question, we had to go through the man in charge") (Maldonado testimony); *id.* at 172:14–21.

Mr. Hernandez's relationship with Sun Valley was longstanding and close: having worked there for twenty-seven years, he worked his way into the ranks of Sun Valley's

"management" as one of the company's most "respected employee[s]."[4] PX-15, at 425:23–426:2, 498:12–17; Tr. 170:24–171:2. His ties to Sun Valley are so close that he has never held another job, and his son works there as well. Tr. 171:10–16.

III. The Onerous Conditions in Sun Valley's Fields

Sun Valley's workers labored for nearly twelve hours a day, seven days a week, as H-2A workers Marco Giovanny Maldonado, Gustavo Marquez Perez, and Jose Manuel Baltazar Cheguez testified, and Hernandez agreed. Tr. 17:17–19, 90:8–10, 139:5–8, 238:23–239:2, 257:8–9; *see* PX-2 (summary of payroll records). Hernandez set the hours. Tr. 17:20–25, 90:11–12, 91:2–4, 139:9–15, 257:6–7. At times, Hernandez "threaten[ed]" to "send" H-2A workers "back to Mexico" if they did not work as fast or for as many hours as he demanded, Baltazar Cheguez and Miguel Angel Elizondo testified Tr. 138:11–19, 148:10–16; PX-5, at 125:9–13.

As all of the workers present at the beginning of the season testified, there were no bathroom facilities whatsoever in Sun Valley's fields early in the 2015 growing season. Tr. 18:17–19 (Maldonado), 91:9–10 (Marquez Perez), 139:16–17 (Baltazar Cheguez); *see* PX-3, at 91:12–23 (Carlos Cervantes Ramirez); PX-9, at 216:5–10 (Hugo Leonel Cinta Tegoma); PX-11, at 274:10–24 (Hector Mishel Garcia Dominguez). Later, Sun Valley brought in some portable facilities but at first installed them improperly, "on their side," leaving them barely usable. Tr. 18:21–23, 76:9–11. Although Wage and Hour observed some portable facilities in the fields they visited in late July, Tr. 548:9–18, other fields remained without any bathroom facilities, and, as Pedro Zavala Almanza testified, they all lacked toilet paper. Tr. 257:12–14, 268:2–6.

---

[4] Sun Valley deducts taxes from Hernandez's wages during the growing season, and during the off-season, he collects unemployment benefits in connection with his employment at Sun Valley. Tr. 171:19–172:3. Indeed, over the last twenty-seven years, Hernandez has never even applied to work for another employer. Tr. 170:24–171:17.

Despite the grueling workday under the open sky, workers endured periods when Sun Valley provided no drinking water, several workers testified. Tr. 19:5–7 (Maldonado), 91:14–21 (Marquez Perez), 139:21–22 (Baltazar Cheguez); *see also* PX-3, at 73:5–13 (Cervantes Ramirez); PX-5, at 134:12–15 (Elizondo Soto); PX-9, at 216:11–12 (Cinta Tegoma). Later in the season, when water was provided, it often ran out in the afternoons. Tr. 19:10–12, 91:14–21. Even when water was available, workers remained concerned about the water's taste and cleanliness. Tr. 19:5–9, 262:6–13.

IV. Sun Valley's Substandard Housing

When Sun Valley's workers finally retired at the end of each long day, they did so in a housing facility maintained in meager condition.

Sun Valley's farmworkers lived in a dormitory compound on Sun Valley's property. ALJ Ex. 1 ¶ 19. The building had about five large bedrooms, each full of metal bunk beds to house 20 or more workers. Tr. 29:1–3, 162:22–23; *see* PX-33, at 1085. As Hernandez admitted, Sun Valley provided only the most basic bedding, thin mattresses, but no pillows, which workers had to buy for themselves. Tr. 199:18–19; *see id.* at 29:3–7. At least two workers slept on mattresses directly on the floor. Tr. 324:8–9, 329:11–330:3; *see* PX-28, at 1056. Others apparently caught chicken pox from dirty mattresses, Jose Silva Lopez explained. PX-7, at 170:12–15; *see* PX-5, at 144:21–24.

Shoddy screen doors barely separated the dorm bedrooms from the rest of the farm. Just outside, Sun Valley placed large garbage cans, left completely uncovered in the open sun. Tr. 324:12–15, 329:1–10; PX-28, at 1053–55. The dorms themselves were infested with flies. As Investigator Perez explained, "[e]ntering each room individually, the first thing you notice was

flies actually hitting you in the face." Tr. 323:23–24; *see id.* at 324:12–15; PX-5, at 145:7–10 (Miguel Angel Elizondo Soto).

The dorm compound's bathroom was in even more neglected condition. As Hernandez admitted, the windows had *no* screens whatsoever and were left wide open. Tr. 201:25–203:1; *see* Tr. 324:3–4, 331:1–24; PX-28, at 1046–47. There, too, Wage Hour investigators were "actually hit in the face with flies that were located inside the bathroom" upon entering. Tr. 330:9–11. This infestation existed throughout the season, as Marco Giovanny Maldonado testified. Tr. 30:6–7. The overall conditions were filthy. Tr. 30:2–3, 103:14–17; *see also* PX-3, at 90:5–23; PX-9, at 226:20–227:2. Structurally, the toilets were unstable. As Gustavo Marquez Perez explained, "they were tilted and they moved." Tr. 103:20–23. Moreover, there was little to no privacy; there were no doors separating the toilets, and some did not even have any separation, let alone a plastic curtain in between. Tr. 29:25–30:2; PX-3, at 90:5–23.

Sun Valley's workers were trapped on the farm for most of 2015, unless they paid nearly an hour's wage for a ride to town from one of their U.S.-based co-workers. Tr. 31:1–9, 102:9–17, 266:3–8. Russell Jr. testified that the "closest town" to the dormitory with a "laundromat," "convenience store," and shopping center in the same complex was in Bridgeton, PX-15, at 450:23–451:8, a driving distance of 21.4 miles from Sun Valley's dormitory at 1321 Route 45.[5] As a result, some farmworkers resorted to washing their clothes by hand in tubs in the bathroom, and hanging their clothes dry. Tr. 30:15–23, 78:2–12, 297:13–24; PX-9, at 228:4–22. Only late

[5] This is the distance according to Google Maps, of which the court may take administrative notice. *E.g.*, *Access 4 All, Inc. v. Boardwalk Regency Corp.*, No. 08-3817, 2010 WL 4860565, at *6 n.13 (D.N.J. Nov. 23, 2010); 29 C.F.R. § 18.201. *See* https://goo.gl/maps/yRKBqVSC6yk (last accessed Dec. 7, 2017) (showing 21.4 mile distance). Sun Valley provided only sporadic transportation to this shopping center, if at all. *See infra* n.6.

in the season, Sun Valley began providing free transportation to a laundromat. Tr. 295:23–25.[6] Even then, the vehicle that Sun Valley offered only fit 20 of the roughly 100 workers, and only made a single trip each week. Tr. 296:4–9, 296:14–19, 297:20–298:2.

V. Sun Valley's Dangerously Deficient Work Transport

Sun Valley shuttled its workers throughout a dozen fields, dispersed throughout Salem and Gloucester Counties, at a considerable distance from the worker dormitories. JX-2, at 38 (field locations). To cover these distances, Sun Valley used a fleet of worn-out school-buses to transport the workers. Tr. 104:13–17, 377:1–9, 377:15–21, 380:13–381:1; PX-29, at 1057; PX-35, at 1107. Sun Valley's workers rode these dilapidated buses "[a]lmost every day," four or more times a day between 10 and 30 minutes each way. Tr. 31:12–18, 32:9–23, 104:9–12, 204:24–205:1, 205:5–6, 378:22–379:1; *see* PX-7, at 190:3–191:19 (workers would travel to up to three fields in a single day, and would travel back to the mess hall for lunch).

The school buses were overcrowded and, in many cases, driven by unlicensed drivers. Even though one of the vehicles only had fifteen seats, Wage and Hour Investigators observed twenty-one workers ride inside — many of whom had to squat on coolers in the aisle of the bus. Tr. 382:25–383:8. In 2015, as he had in past years, Hernandez polled Sun Valley's workforce

[6] Although Sun Valley asserts that it consistently provided workers with free transportation, its shifting explanations are unsupported, not credible, and internally contradictory. First, Hernandez admitted that Sun Valley did not hire a bus company to transport workers to the laundromat until 2016, or *perhaps* late in 2015, at the earliest, though Hernandez was "not sure" of the 2015 possibility. Tr. 203:12–204:20. Second, although Hernandez testified that workers used one of Sun Valley's school buses to travel to the laundromat, in 2016, Russell Marino, Jr. admitted that Sun Valley did not provide workers any transportation to the laundromat in 2015. Tr. 501:22–502:11. Moreover, Hernandez testified inconsistently regarding how frequently Sun Valley's school bus was supposedly available to workers. *Compare* Tr. 235:16–236:8 (twice a week), *with id.* at 246:13-17 (only a few times the whole season). And he contradicted Russell Jr.'s explanation of the location to which workers were supposedly transported. *Compare* Tr. 215:23–216:2, *with* PX-15, at 450:23–451:8.

and selected from among them drivers who *either* had a "Mexican driver's license" *or* "experience driving." Tr. 205:24–206:3. If workers satisfied either criterion, Hernandez assigned them to drive their coworkers, for up to an hour a day in overcrowded vehicles.

None of Sun Valley's five drivers in 2015 had valid licenses. Two had no license; two had only Mexican licenses; and a third had only an expired Mexican license. Tr. 383:12–22, 390:17–391:10, 391:23–25, 392:14–18, 393:12–395:7, 398:25–399:11, 401:4–17; PX-30, at 1064, 1066, 1070. Further adding to the danger, they drove at excessive speeds. Tr. 382:11–21.[7]

Moreover, three of the vehicles each had a worn-out tire, undermining the vehicles' traction and leaving them vulnerable to skidding off the road. Tr. 588:3–6, 607:9–11, 608:8–13; PX-29, at 1058–1063. These tires had "almost no tread" whatsoever in certain portions of the tire — specifically, the portions that made contact with the road — leaving those tires imbalanced. Tr. 403:14–404:2, 588:22–589:2; *see* Tr. 403:12–13, 537:21–25, 586:16–17, 587:15–24 (discussing PX-29, at 1062), 588:7–21 (discussing PX-29, at 1063). Indeed, cracks in the tread are visible in several of the photographs. *See* PX-29, at 1058, 1062.

Sun Valley also took steps to "hid[e]" further safety defects from the Wage and Hour Division, Dario Morales Acosta testified. PX-13, at 349:18–351:17. Hernandez removed those vehicles from operation after the Wage and Hour Investigators arrived, because he knew "he was going to be reprimanded" for the vehicles, which were "not in appropriate conditions to transport people." *Id.* at 349:25–350:4. Specifically, because of holes in the floor of one of the buses, the workers "could actually see the highway when" they were riding. *Id.* at 350:5–16. In addition, "[t]he side windows were broken. The seats were torn. The floor was open in some areas and the

[7] Sun Valley maintained its reckless indifference to its workers' safety even after Investigator Perez informed Hernandez of the unlicensed drivers. Hernandez simply continued to permit the unlicensed drivers to operate the school buses. Tr. 400:18–23.

tires were in bad condition." *Id.* at 350:9–11. Since Wage and Hour never had an opportunity to inspect these vehicles, no citations were issued related to those conditions. Tr. 406:21–407:2.

VI. Sun Valley's Inaccessible Kitchen; Undisclosed, Mandatory Meal Plan; and Company Store

In its Job Orders, Sun Valley promised to not make any deductions for any meals provided to workers, and promised to "furnish free cooking and kitchen facilities . . . so that workers may prepare their own meals. Workers will buy their own groceries." *See* JX-1, at 2, 4, 9 (¶ 14); JX-3, at 43, 50.

The kitchen that Sun Valley promised to furnish to workers is located on Sun Valley's property, a few paces from the dormitory. Tr. 319:21–323:16; PX-33, at 1085–1089. As Russell Jr. and Hernandez admitted, Sun Valley's kitchen was not large enough to allow for Sun Valley's large workforce to cook its own meals, *see* Tr. 175:22–176:13, 743:25–744:8, particularly after workers arrived back at the dormitory around the same times to eat lunch and dinner during and after 12-hour shifts in the fields, *see id.* at 175:22–176:6 (Hernandez testimony), 804:2–4 (Joseph Marino); *see* PX-7, at 188:23–189:2–6; PX-15, at 447:10–14.

A. The Marinos' and Hernandez's Roles Administering the Meal Plan

Long before Sun Valley first participated in the H-2A program, Sun Valley improvised a workaround to the problem of its small kitchen: the company hired cooks to provide workers with meals (for a fee) so that Sun Valley's many farmworkers would have some way to eat in their otherwise geographically isolated location. Tr. 252:14–23 (Hernandez testifying about changes to the meal plan through the years); *id.* at 808:4–5 (Joe Marino: "there's always been a food program"). This arrangement at Sun Valley has existed for decades. Tr. 209:23–210:14. In these pre-H-2A years, Sun Valley hired and paid cooks, and Hernandez's role was to manage the other aspects of the kitchen, including the collection of a fee from workers. Tr. 252:14–23. The

arrangement has caused Sun Valley trouble in the past: in 2013, Wage Hour assessed fines and back wages for Sun Valley's having sold these meals and drinks at inflated prices; Sun Valley paid these fines and back wages. Tr. 874:20–875:3; RX-23, at 325.

In preparation for the 2015 growing season, Russell Jr. decided that Hernandez would continue charging workers for meals, but that Hernandez himself would be in charge of paying the cooks. Tr. 176:24–177:10. Sun Valley continued paying one of its workers to "help the cooks with heavy lifting if they have to bring a lot of supplies in, you know, load the freezers up, things like that," Russell Jr. testified. Tr. 777:2–8.

Although in 2015 the Marinos gave Hernandez a larger role in managing the kitchen and providing the meal plan, Sun Valley's owners continued to have a critical role in both the kitchen and the meal plan. For example, the Marinos gave Hernandez instructions about the amounts of payments to collect from workers, and gave him guidance on certain records he should maintain. Tr. 186:25–187:2, 738:10–12, 742:22–743:8, 808:8. Sun Valley also paid the electricity and gas bills and provided appliances for the kitchen. *See* ALJ Ex. 1 ¶ 21; Tr. 793:3–5. The company also continued to pay for any kitchen repairs and replacement of major appliances such as a commercial stove and chest freezer. Tr. 777:20–778:17. In short, other than adding to Hernandez's responsibilities the obligation to pay the cooks himself, Sun Valley made no changes in 2015 in the way it had long exercised control of its kitchen. *E.g.*, Tr. 791:12–792:16.

To help Hernandez enforce the meal plan program, Sun Valley's payroll office provided him with company payroll sheets, with each employee's name listed, so that employees would sign when they paid for meals. PX-17-2, at 799–800 (Sun Valley meal plan printout); Tr. 181:10–183:3. These printouts had the header "Sun Valley Orchards LLC" at the top. PX-17-2,

at 799–800. And a Sun Valley owner followed up with Mr. Hernandez during the season to ensure that he was creating and maintaining these records. Tr. 186:25–187:2, 187:7–10.

Mr. Hernandez comingled the money employees paid him for meals with money he obtained from selling workers drinks and other items. Tr. 250:11–251:4 ("Q. And so sometimes you put the money from the meals and the drinks together? A. Yes, because everything is together. They pay everything together, so yes."). He did not maintain records of this comingling, nor did he maintain any balance sheet showing how much he collected for meals and how much of those funds he had spent on meal expenses. Tr. 250:11–251:4, 463:7–14.

B. Sun Valley's Undisclosed Meal Plan Was Mandatory for Farmworkers

Given workers' geographic isolation and lack of transportation to procure food,[8] workers had little choice but to participate in Sun Valley's meal plan. All of Sun Valley's 148 farmworkers participated in Sun Valley's meal plan for at least some of the season: 135 workers paid meal charges for the entire season; four workers paid for the plan until mid-way through the season when they acquired a hot plate and started heating canned food in a dangerous arrangement in the worker dormitory bedrooms; and nine workers received meals for free because they were friends or family of Mr. Hernandez's. *See* Tr. 444:6–445:5, 804:8–9, 967:13–

[8] Sun Valley also broke its promises in the Job Orders that it would "offer to provide" weekly "free transportation to assure workers access to the closest store where they can purchase groceries," JX-1, at 2 ¶ 14; JX-3, at ¶ 14. *See* Tr. 203:12–17 (transportation was provided only late in the season, if at all), 27:20–28:8 (workers had to pay $10 for rides to any store), 56:15–17 (no "opportunity provided by Sun Valley" to stores), 101:5–102:20, 266:3-9; PX-3, at 86:21–87:21. As for the limited rides that Sun Valley provided to some workers to a laundromat late in the 2015 season, those rides did not provide meaningful access to a grocery store. PX-7, at 186:17–19, 192:5–10 (Agustin would "only drive [workers] to the laundry"). *See also* supra n. 6.

22; ALJ Ex. 1 ¶ 22; Tr. 263:24–264:18; PX-13, at 358:25–359:22 (testimony by Zavala Almanza and Morales Acosta that workers had to buy a hot plate to cook in the dorm); PX-2.[9]

So many workers participated in Sun Valley's meal plan because, as Hernandez and his wife, cook Elia Pinon admitted, workers "cannot cook their own meals in the kitchen." Tr. 176:4–6; *see* PX-19, at 809 ("Workers are not allowed to enter the kitchen to cook their own meals."). "If a worker didn't want to participate in the meal plan, their options were to eat outside or to order a delivery meal," Hernandez admitted. Tr. 176:10–13.

Indeed, Hernandez took further steps to ensure that workers would pay into the meal plan, sending away food trucks that tried to sell to workers, retaliating against the few workers who managed to cook on a hot plate in their dorm room, apparently regretting his decision to grant such permission to those few workers. For example, H-2A employee Baltazar Cheguez testified that "if a different truck would drive into the fields to sell food or beverages to us, he would tell them to go away. We could only purchase from him." Tr. 162:8–11. Similarly, Zavala Almanza testified that once Hernandez "realized that everyone would want" to cook in the dorm, he "became upset." Tr. 265:2–266:2.

---

[9] Sun Valley employed 96 H-2A workers and 52 domestic workers plus Agustin Hernandez. PX-2. Although there is a "51" next to the final domestic worker on page PX-2 page 61, this number does not include Agustin Hernandez's son Brian Hernandez, a domestic worker for whom no back wages or civil money penalties were calculated, *see* Tr. 448:18–19, 804:8–9, but whose hours of work are listed on pages 49–50 of PX-2.

The workers who received meals without charge for the entire season (friends or relatives of Agustin Hernandez or his wife Elia Pinon) were Felix Arturo Hernandez (PX-2, at 39); Brian H. Hernandez (p. 49); Jose L. Pinon (p. 42); Omar Pinon Roque (p. 37); Armando Guillen Segovia (p. 26); Armando Rodriguez Jaimes (p. 10); Baltazar Arias (p. 33); Frediberto Villasenor (p. 34); Octavio Vargas Vargas (p. 38). (All pages numbers refer to PX-2.) The H-2A workers who stopped participating in the meal plan mid-season were Pedro Zavala Almanza (p. 25); Gustavo Cuellar Romero (p. 22); Miguel A Elizondo Soto (p. 25); and Rodrigo Raya Tapia (p. 25).

C. Hernandez Ran a Company Store That Sold Soft Drinks and Beer to Workers at a Profit and Without a Liquor License

Inside Sun Valley's kitchen, on Sun Valley's property, was a store from which Hernandez sold drinks, instant soup, cigarettes, soap, toilet paper, snacks, protective work gloves, and other items to farmworkers. Tr. 358:8–359:16; PX-32, at 1075–76; *see* PX-7, at 184:10–185:10. Sun Valley's store was open selling these drinks and other items to workers during lunch and dinner, and after dinner in the evenings. Tr. 21:22–22:12, 194:17–23. In addition, Hernandez sold soft drinks from the store while he supervised workers in the fields. *See, e.g.*, Tr. 22:16–22, 195:9–11.

All ten worker witnesses unanimously testified that they, like all workers at Sun Valley, purchased soft drinks such as sodas and energy drinks from Hernandez in the fields, or at the company store, several times a day. *See infra* Appendix A. Workers purchased, among other things, several types of soda, Gatorade, and energy drinks such as Monster. *See, e.g.*, Tr. 139:22; PX-7, at 176:7–177:4. Hernandez also sold a rehydration beverage — essentially a "saline solution" — for five dollars, PX-7, at 176:13–14, 177:5–6, presumably to counter the dehydration that some workers suffered, *e.g.*, PX-5, at 136:4–6.[10] He also sold bottled water. Tr. 141:20–22, 142:9–10; PX-3, at 74: 20–21.

All ten workers who testified in this case also testified that the company store sold beer. *See infra* Appendix B; *see also* Tr. 97:17–21, 145:7. Their testimony is corroborated by the

[10] At Jose Silva Lopez's deposition, the interpreter initially translated the Spanish word "suero" as "high sugar drink," before clarifying that the "correct translation [of suero] . . . would be saline solution." PX-7, at 177:5–20; *see* PX-8 (Silva Lopez Dep. video), at 32:17–32:32 (time stamp). Suero was one of the drinks that Hernandez repeatedly purchased for re-sale to workers. PX-36, at 1119 (line 12 of receipt on right), 1137 (line 2), 1138 (line 7), 1141 (line 1); Tr. 365:2–367:11. PX-36 are limited receipts that Hernandez provided the Administrator, Tr. 365:2-11, which with few exceptions show Hernandez's food but not beverage purchases.

photographs of an entire refrigerator in Sun Valley's kitchen filled with beer organized by brand, and mounds of empty beer cans strewn over Sun Valley's property. *See* PX-32, at 1077, 1079; PX-33, at 1094–1102; Tr. 359:12–360:10, 374:23–376:8. Hernandez sold this beer even though neither he nor Sun Valley had a license to do so; Sun Valley and Hernandez have admitted that they lacked a license. PX-20, at 823 ¶ 21; PX-20, at 828 ¶ 5.

Hernandez sold these soft drinks and beer to workers at a considerable profit. Indeed, even according to Hernandez's own testimony, he made a profit off of every soft drink he sold. For example, based on his own estimates of the prices he paid for 24-packs and the prices he re-sold individual drinks for, he made 32¢ off of each can of Red Bull; 21¢ or 42¢ off each can of soda; and 17¢ off each Monster. *See* Tr. 195:11–196:8. Given how many drinks workers were purchasing a day, *see infra* Appendix A, Hernandez earned quite a large profit from soft drink sales over the course of the growing season.

Hernandez did not maintain records of his beer sales, and never told Wage Hour how much he paid for the beer he resold or where he bought it — in fact he denied re-selling it. Tr. 450:20–23. However, all of the evidence submitted at trial shows that Hernandez earned a significant profit from sales of beer, on the order of $1.30 per beer. Tr. 189:8–11 (Hernandez bought drinks at the wholesaler Sam's Club); PX-32, at 1077 (Coors Light for sale at Sun Valley); PX-27, at 1044 (wholesale price of Coors Light: 70¢); Tr. 374:8–11; PX-5, at 132:13–14 (Miguel Angel Elizondo Soto: $2 for many brands); PX-7, at 181:10–11 (Jose Silva Lopez: $2 per beer); PX-13, at 345:19–20 (Dario Morales Acosta: "$12 U.S. per six-pack" of beer).

VII. Sun Valley's Termination of Workers and False Resignation Forms

A. Sun Valley's Discharge of Nineteen Workers in Early May

After enduring a host of intolerable conditions for about two weeks, and with their complaints ignored by Hernandez, a group of nineteen workers sought to raise their concerns with Russell Jr. Rather than hearing their grievances, he fired them on the spot.

The workers first presented their concerns over their living and working conditions, such as a lack of drinking water, to Hernandez, their only point of contact with Sun Valley's management. Tr. 60:21–61:17, 116:25–117:3, 172:18–21. When the intolerable conditions continued unabated, they asked Hernandez for an opportunity to speak directly with Russell Jr. Tr. 218:11–14. Marco Giovanny Maldonado, Gustavo Marquez Perez, and Jose Manuel Baltazar Cheguez testified that among the workers' collective concerns were their living conditions, the lack of accessible kitchen facilities, no transportation to a laundromat or a store, confusion about the basis of their pay,[11] and the "way in which [they] were treated by" Hernandez. Tr. 33:23–34:6, 90:16–91:1, 106:18–107:4, 122:7–13, 147:9–15. Perhaps because Hernandez sought to deflect blame over the workers' complaints about their mistreatment, Hernandez apparently conveyed the false message to Russell Jr. that the workers simply did not want to work. Tr. 147:18–21, 148:2–4, 766:5–14.

Russell Jr. soon arrived at the worker housing compound "very angry, screaming." Tr. 35:4–5, 21–22 (Maldonado testimony). As Marquez Perez testified, Mr. Marino was "very upset, cursing." Tr. 107:8–10; *see also* PX-3, at 98:19–23 (Carlos Cervantes Ramirez: Marino was

[11] This confusion was understandable, to say the least, given that Sun Valley's Job Orders did not disclose that the piece rate was based on the work performance of a large group of workers as a whole, rather than individually; and also warned that Sun Valley unilaterally "reserve[d] the right to completely do away with the piece rate all together," apparently without notice to the workers. *Compare* Tr. 252:1–13, 709:1–18 (group-based piece rate), *with* JX-1, at 11–12 ¶ 17 (Job Order).

"yelling" and "pushed" a worker); PX-11, at 292:11–18 (Hector Mishel Garcia Dominguez: "instead of asking us what is going on or how we felt . . . he was very upset and he was aggressive and he was shouting"). As Russell Jr. admitted, he already had his mind made up that the workers did not want to continue working and had demanded to return home. Tr. 766:5–14. Whether because of his anger, his mistaken belief that he already understood the situation, or because of translation or language barriers, he did not afford the workers the opportunity to explain their complaints; the "opportunity didn't come." Tr. 36:3–5, 107:5–7.

Instead, Russell Jr. fired the workers right then, even though they wanted to stay and keep working. As Marco Giovanny Maldonado explained, Russell Jr. "said [they] should leave." Tr. 39:8–10. In Gustavo Marquez Perez's words, Russell Jr. "said that [we] weren't necessary, that he didn't need [us], and there were other people with visas." Tr. 107:18–20. The workers understood clearly that there was no "opportunity to keep working at Sun Valley after that meeting." Tr. 125:11–13, 125:21–23, 129:1–12; *id.* at 65:16–17, 80:24–81:3 (Maldonado "understood that [they] needed to leave" because Russell Jr. "practically fired" the whole group). *See also* PX-9, at 232:20–21, 233:12–15, 258:17–23 (Cinta Tegoma: Russell Jr. instructed workers to "go back to Mexico" because they "were lazy" and "didn't like to work"; no "option of staying"); PX-11, at 305:6–8 (Garcia Dominguez: Russell Jr. had "decided that [they] were not worth[y] for the job"); PX-3, at 101:16 (Cervantes Ramirez: Russell Jr. told the workers that they "had been fired").[12]

[12] Workers' testimony that they wanted to keep working is overwhelming:

- Maldonado: the workers' "intention was to continue working." "[W]e weren't going to stop working" and did not say otherwise. "We just wanted to talk to him about things that we were unhappy about" and did not want to leave. Tr. 64:23-24; *see id.* at 40:18–19.

After the short meeting, Russell Jr. left the dormitory compound and "started the process of letting the guys go," as he put the point. Tr. 768:9–11. After consulting with Sun Valley's H-2A agent, Mr. Marino prepared to distribute forms falsely memorializing that the workers were resigning. *E.g.*, JX-8, at 89 ("I do hereby resign my job."); Tr. 732:10–12, 768:24–769:4; *see* ALJ Ex. 1 ¶¶ 30, 33. He signed his name as "witness," and dated the forms, before even distributing the forms. Tr. 80:8–9, 80:13–15, 149:13–14; *see id.* at 128:23–24.

Russell Jr. and Agustin brought those forms back to the worker housing area. Tr. 83:10–13, 108:7–11, 149:13–14, 225:23–25, 732:15–16, 768:24–769:1, 769:13–20. Together, Russell Jr. and Agustin ensured that the nineteen workers all filled out the forms, explaining that the forms were mandatory to receive transportation to Mexico, "in order for [the workers] not to have any problems," and to prevent "caus[ing] . . . trouble to the company," as Cheguez Baltazar testified. Tr. 149:4–6; *see* Tr. 108:18–19, 769:21–23; PX-15, at 464:6–8 (Russell Jr.) ("Q: And did you tell the workers they had to fill out these forms? A. Well, it's required."); PX-11, at 304:18–305:2; PX-9, at 233:18–234:8 (signing was "the only option" for workers to receive return transportation to Mexico).

- Marquez Perez: "willing to remain at Sun Valley working," even "bent over" in the fields, Tr. 125:6–10.
- Cheguez Baltazar: "Every one of us wanted to stay. We all wanted to stay." Tr. 151:6–7; *see id.* at 150:20–25 ("of course" willing to stay to honor the contract).
- Cinta Tegoma: workers asked Russell Jr. to reconsider their termination "because [they] were there for work" and wanted to continue, but Russell Jr. said "no." PX-9, at 259:2–3.
- Garcia Dominguez: willing to remain at Sun Valley and continue cutting asparagus for at least 40 hours a week, the amount listed in the Job Order. PX-11, at 324:20–325:3.
- Cervantes Ramirez: willing to "stay[] at Sun Valley and ke[ep] picking asparagus." PX-3, at 112:24–113:3.

The forms presented workers with a handful of ways to document their supposed voluntary resignation. In light of the inapposite and false choices, some workers attempted to pick the least inaccurate option. For example, Marco Giovanny Maldonado indicated that he was leaving "because a family member is sick or injured or has died," because he did not want to choose an option that would have inaccurately "indicated that [he] didn't want to work or [he] didn't like the work," because "that's not why [he] was leaving." Tr. 85:10–12; *see* JX-8, at 91.

Others followed Sun Valley's advice in selecting which boxes to choose. Russell Jr. admitted that he personally guided some workers in how to fill out the form. Tr. 769:21–23, 781:2–8. Baltazar Cheguez checked the same box as Maldonado because, as Hernandez had translated on Russell Jr.'s behalf, "Mr. Russell had said that in order for [them] not to have any problems, [they] needed to sign a paper . . . that we were returning because a family member had had an accident and that was for us not to be in trouble and for him also not to get in trouble." Tr. 149:4–9, 155:15–19; JX-8, at 92. Russell Jr. and Hernandez told yet other workers that they should indicate they "need[ed] to return" to their "home country because of personal reasons." Tr. 109:25–110:15; *e.g.*, JX-8, at 104 (Marquez Perez).[13]

Once they signed the forms, Sun Valley did not give the nineteen workers any more work hours. *See* ALJ Ex. 1 ¶¶ 27, 35. They returned to Mexico shortly afterwards.

B. Sun Valley's Discharge of Forty-Four Workers in Early August

Sun Valley terminated the second group of workers in August, after a crop failure left too many workers on the payroll for the harvest that remained. Tr. 207:11–14, 746:15–21; ALJ Ex. 1

[13] Ten of the nineteen workers indicated that they had a sick or injured family member. *See* JX-8, at 89–95, 102, 106, 107; *see also* PX-3-1, at 115 (Spanish portion corresponding to JX-8, at 94). Of eight other workers who said they needed to leave for personal reasons, three had initially checked the "sick or injured box." JX-8, at 98–100. The final worker seems to have checked both boxes. *See id.* at 97.

¶ 29. Russell Jr. and Hernandez were both involved in selecting the 44 specific workers to let go, and Hernandez had the final say. Tr. 207:25–208:8, 746:22–24. In exercising his discretion, Hernandez singled out six or seven workers whom he "felt were the troublemakers" on the farm. Tr. 237:10–12. He designated them as "troublemakers" because they raised complaints about Hernandez and the food, among other issues. Tr. 208:7–18, 237:19–22. Nevertheless, Sun Valley has now conceded that it terminated all 44 of the workers in August "without cause." Tr. 754:23–24; *see id.* at 748:11–14.

Russell Jr. and Hernandez then proceeded to give those 44 workers the same departure forms that the May-terminated workers had signed. Tr. 272:3–10, 274:9–12, 747:3–8; PX-13, at 356:4–6; PX-13-1, at 367; PX-42; *see* ALJ Ex. 1 ¶¶ 30–32, 34. As in May, the form gave the workers no option to indicate that they had been laid off. *See* JX-9, at 152; ALJ Ex. 1 ¶ 34. Instead, the forms falsely memorialized that the workers had "resign[ed their] job[s]." Tr. 747:17–20; JX-9, at 152; ALJ Ex. 1 ¶ 34. Nonetheless, Russell Jr. and Hernandez required that the workers sign that inaccurate form; "there was no other choice." Tr. 274:9–12, 21–23. Russell Jr. convinced the workers to do so by explaining that "it was necessary . . . to sign this document so [they] could return to Mexico," as Morales Acosta testified. PX-13, at 357:4–6. Hernandez indicated the specific box that all the workers should sign, Tr. 279:2–7; PX-13, at 357:11–18, namely that the workers were "resign[ing]" because "[w]ork has slowed down, and I would like to return home." *E.g.*, JX-8, at 108–151; PX-42. In fact, the workers had not been offered additional work and did not want to leave, Zavala Almanza testified. Tr. 280:17–24.

C. Sun Valley's False and Incomplete Notifications to Government Agencies of Workers' Departure

Consistent with the false information that the workers filled out at Sun Valley's direction, Sun Valley, through its agent National Agricultural Consultants, sent false notifications to

government agencies regarding the groups of workers whose employment ended, in both May and August. These e-mails notified federal government agencies that the workers left voluntarily, rather than after being terminated. PX-39, at 1191–95, 1198–1200; Tr. 409:5–12, 748:20–24, 753:12–754:2; *cf.* Tr. 754:23–24. However, Sun Valley never sent separate notice that a worked named Jose Islas Larraga stopped working as of June 9, 2015, four months before the end of the Job Order. Tr. 419:16–22, 436:4–10, 558:9–561:10; *see* ALJ Ex. 1 ¶ 28 (Islas Larraga last worked June 9, 2015).

ARGUMENT

I. Sun Valley's Job Orders and Undisclosed Meal Plan Violated 20 C.F.R. §§ 655.122(g), (p), and (q).

H-2A employers must arrange for their farmworkers to have a way to eat meals, within certain parameters. 20 C.F.R. § 655.122(g). This requirement stems from H-2A workers' extreme vulnerability and dependence on their employer: H-2A workers, such as the ones who worked for Sun Valley, leave their home country and travel hundreds or thousands of miles to rural locations in the United States where they often do not speak the language, where they live on the farm and depend on their employer for transportation and access to the outside world. *See, e.g.*, *Rivero v. Montgomery Cnty.*, No. 16-1186, 2017 WL 1684618, at *14 n.15 (D. Md. May 3, 2017). Accordingly, the H-2A employer is responsible for ensuring that workers receive not only housing, but also access to food. *See* 20 C.F.R. § 655.122(d), (g); *Garcia-Celestino v. Ruiz Harvesting, Inc.*, 843 F.3d 1276, 1285 (11th Cir. 2016).

The regulations provide an H-2A employer with two options for how it can arrange for its employees to eat. 20 C.F.R. § 655.122(g). It can either:

(1) "provide each worker with three meals a day," and in that instance, state in the job order "the charge, if any, to the worker for such meals"; or

(2) "furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals."

20 C.F.R. § 655.122(g).

The meal charge disclosure requirement is so crucial to the integrity of the H-2A program that related provisions appear throughout the regulations. In particular, 20 C.F.R. § 655.122(p)(1) reiterates that the employer's "job offer must specify all deductions not required by law which the employer will make from the worker's paycheck," such as deductions for meals. Subsection (q) goes on to reiterate the disclosure requirement: an H-2A employer must provide workers with a copy of the work contract (here, the job offer, since Sun Valley never entered into a separate written work contract with its workers, *see* 20 C.F.R. § 655.103; PX-20, at 816–817 ¶ 3), when workers apply for an H-2A visa and when domestic workers arrive at the job. *Id.* § 655.122(q). "At a minimum, the work contract must contain all of the provisions required by" § 655.122, including disclosure of any meals deductions. *Id.*

Here, Sun Valley violated § 655.122(g), (p)(1), and (q), by neither providing adequate kitchen access nor properly disclosing the meal plan, and then constructively and impermissibly deducting amounts from workers' pay, each week throughout the 2015 growing season. Accordingly, for each of these violations, Sun Valley is independently liable for back wages in the amount of the meal charges.

A. Sun Valley Violated § 655.122(g) and (q) by Not Providing the Promised Kitchen Access.

In its Job Orders, Sun Valley promised that it would comply with its duty to provide workers with a way to eat meals by assuring workers (and government agencies) that it would furnish workers with free cooking and kitchen facilities, and that there would be no deductions from workers' wages for meal charges. *See* JX-1 at 2, 9 ¶ 14; JX-3, at 43, 50 ¶ 14. Sun Valley's

promise to furnish kitchen access formed part of its contract with workers and was binding on Sun Valley. *See* 20 C.F.R. § 655.122(g), (q).

Sun Valley plainly failed to live up to its promise to provide workers with access to cooking and kitchen facilities to prepare their own meals. *See* Tr. 176:4–13, 263:24–264:3; PX-13, at 339:5–340:4; PX-7, at 173:21–174:13. Indeed, Hernandez, the man in charge of the kitchen at Sun Valley, testified that workers could not cook their own meals in the kitchen because it was too small. Tr. 175:22–176:13. As his wife Elia Pinon, who worked in the Sun Valley kitchen explained in her signed statement, "Workers are not allowed to enter the kitchen to cook their own meals." PX-19, at 809.

And all of the workers knew that cooking one's own meals in the kitchen was forbidden. For example, Gustavo Marquez Perez testified that "from the beginning they said the food was sold, you can't just go into the kitchen," and that the kitchen would be locked in the evenings when it wasn't in use. Tr. 92:19–95:3; *see also* PX-13, at 339:5–340:4 (Dario Morales Acosta). As Miguel Angel Elizondo Soto testified, some employees were told directly that they couldn't use the kitchen: "A few coworkers and I asked . . . once if we could go into the kitchen and fix us our dinner and [Hernandez] said no because that's where he has his store and we should not go into the kitchen." PX-5, at 127:12–17. Others, such as Hector Mishel Garcia Dominguez just figured out that there was no room for workers to prepare their own meals alongside the kitchen staff. PX-11, at 321:9–11 ("we couldn't use the kitchen to cook because the kitchen was always being used by somebody else"). As Jose Silva Lopez underscored, besides the meal plan, "there was no other choice . . . we didn't have another way to fix our meals" PX-7, at 174:11–13.[14]

[14] At trial, counsel for Sun Valley suggested that if the workers had banned together and asked Hernandez to be allowed to cook in shifts, Hernandez might have acceded to such a request. Tr.

Perhaps the most compelling evidence that workers had no access to the kitchen is that the few workers who managed to cook their own meals did so not in the kitchen but on a hot plate that they set up in their dormitory bedroom and bought with their own money. PX-34, at 1103–1106; Tr. 263:24–264:18. Because these workers could not store food in the kitchen refrigerators, all they could cook was canned food stored under the bed. No worker would voluntarily choose such an arrangement if he had access to proper kitchen facilities. Tr. 176:14–20; PX-5, at 126:21–24 (Miguel Angel Elizondo Soto testifying about the makeshift dormitory stove); Tr. 263:24–264:3, 302:8–13 (Zavala Almanza testifying that there was no way for workers to keep food cold, and that Hernandez told him that he should buy a hot plate because he could not cook in the kitchen).

Sun Valley may argue that because its owners personally never explicitly prohibited the farmworkers from preparing their own meals, it complied with § 655.122(g) regardless of whether workers in fact could access the kitchen. *See* Resp't's Summary Decision Mot. at 20. But an employer who promises to "furnish" cooking and kitchen facilities under § 655.122(g) must actually fulfill that promise, i.e. ensure that the workers actually receive the promised "free and convenient cooking and kitchen facilities." 20 C.F.R. § 655.122(g). This is especially so where, as here, Sun Valley displaced workers from the kitchen by putting Hernandez in charge and telling him he could and should continue to charge workers for meals. Tr. 176:23–177:10.

214:11–13. Although perhaps some kind of strike or other concerted effort might have achieved results, this is plainly not what the regulations require. 20 C.F.R. § 655.122(g). Nor is such an arrangement plausible given the large size of Sun Valley's workforce, the required 12-hour work shifts that made it impossible for workers to have time to cook in turns, and the lack of access to a grocery store. *See, e.g.*, Tr. 774:6–8 (kitchen not big enough for many workers to cook simultaneously), 214:14–18 (same), 175:22–176:6, 804:2–4; PX-7, at 188:23–1896; PX-15, at 447:10–14.

Nor would Sun Valley's strained reading about the adequacy of merely not expressly prohibiting food preparation by workers comply with the plain text of § 655.122(g), which requires that the employer "furnish" cooking and kitchen facilities that are not only "convenient" but also "enable the workers to prepare their own meals." It is axiomatic that to "enable" means "'to make possible, practical, or easy.'" *Murphy v. Millennium Radio Grp.*, No. 08-1743, 2015 WL 419884, at *5 (D.N.J. Jan. 30, 2015) (quoting Webster's Third New International Dictionary 745 (1986)). As Hernandez admitted, workers had "very little" access to the refrigerators, which had "no extra room" for workers to store "anything." Tr. 176:14–22. Since it was not at all "possible," much less "practical," "easy," or "convenient," for workers to use the kitchen for meal preparation, Sun Valley's argument would render the protections of § 655.122(g) meaningless to its workforce. *See also Reed v. Chase Home Fin., LLC*, 893 F. Supp. 2d 1250, 1257 (S.D. Ala. 2012) ("Something is 'convenient' if it is '[a]ppropriate or favorable to one's comfort, purpose, or needs.'" (quoting Webster's New College Dictionary 252 (3d ed. 2008)).

Accordingly, Sun Valley violated its Job Orders and 20 C.F.R. § 655.122(g) and (q) by failing to provide the promised cooking and kitchen facilities to its workers, and never providing workers with a work contract that accurately disclosed that workers would have no kitchen access but rather would have to participate in and pay for a meal plan. As a direct result of these violations, workers had no real choice but to participate in the meal plan and pay Hernandez the $75–80 weekly meal fee. *See supra*; ALJ Ex. 1 ¶ 22.[15]

[15] In addition, Sun Valley's failure to provide kitchen access directly caused workers to incur other costs such as having to purchase a hot plate for preparing meager canned food. The Administrator is not seeking back wages for such costs.

B. Because Sun Valley Did Not Provide Employees with Kitchen Access, It Was Responsible for Providing Workers with Meals and Disclosing Any Meal Charges. By Failing to Do So, It Violated § 655.122(g) and (q).

Because Sun Valley did not provide its workers with kitchen access, it was responsible for providing meals and disclosing any meal charges in advance. By failing to disclose the $75 to $80 weekly charge in the Job Orders, and by charging workers that weekly fee, Respondent violated § 655.122(g), (p)(1), and (q).

Russell Jr. testified that Sun Valley provided workers with three meals a day through its supervisor Agustin Hernandez. ALJ Ex. 1 ¶ 22; PX-15 at 454:13–15 (referring to the Sun Valley meal plan at issue here as "the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards"). But Sun Valley did not disclose in advance the meal charges that workers would have to pay, in violation of § 655.122(g). Sun Valley accordingly also violated § 655.122(q), because the Job Offers omitted one of the "provisions required" by § 655.122(g), namely disclosure of the meal charges. As discussed below, Hernandez was operating Sun Valley's kitchen as Sun Valley's agent and collected workers' money in that capacity. But even assuming, as Sun Valley asserts, that Hernandez was instead operating the meal plan as a side business in his private and individual capacity, *see* Respondent's Summary Decision Mot. at 21–24, Sun Valley as the H-2A employer was still responsible for disclosing the meal charges. 20 C.F.R. § 655.122(g), (q). Any other reading would eviscerate the regulation's disclosure requirement.[16] If an employer chooses to forgo providing the requisite free kitchen access, then however it may choose to discharge its obligation to "provide each

[16] Indeed, such a reading would allow an H-2A employer to escape liability for violating many of the H-2A program's other requirements, such as the prohibitions on excessive meal charges (§ 655.173(a)) and charges that include a profit (§ 655.122(p)(2)), and the obligation to provide H-2A workers free housing (§ 655.122(d)), simply by turning over the kitchen or housing to a manager and allowing him to charge workers.

worker with three meals a day," it must disclose the charges.

In any event, even Sun Valley acknowledges that it was responsible for the meal plan, for ensuring that its charges for the meals fell under the regulatory maximum, *see* § 655.122(g) (incorporating by reference § 655.173)), and for disclosing meal charges, *see* Tr. 763:5–9 (Russell Jr.: "Q. The job order for 2015 didn't disclose that cost? A. No. It was an oversight."). That is why for the following growing season, Sun Valley disclosed the meal charges even though the meal plan was being administered in the identical manner as it was in 2015. *See* PX-15–2, at 505, 513 (2016 Job Order); Tr. 763:18–25.

Accordingly, Sun Valley was responsible for disclosing the meal charges, and violated 20 C.F.R. § 655.122(g) and (q) by failing to do so.

C. Because Hernandez Administered the Meal Plan and Charged Workers on Sun Valley's Behalf, i.e. as Its Agent, Sun Valley Also Violated 20 C.F.R. § 655.122(g), (p) and (q) by Not Disclosing These Charges.

Sun Valley also violated the regulations by making undisclosed meal charge deductions from workers' wages through its manager, employee, and agent Hernandez. 20 C.F.R. § 655.122(p); *see also* 20 C.F.R. § 655.122(g), (q). Because Hernandez was acting as Sun Valley's agent when he charged workers for meals, this deduction needed to be disclosed through the Job Orders or through a separate written work contract to H-2A workers when they applied for visas and to domestic workers when they arrived at the job. *See* 20 C.F.R. § 655.122(q); PX-20, at 816–817 ¶ 3.

1. A "Charge" is Legally Equivalent to a "Deduction."

The law is clear that a charge to a worker is a "deduction . . . from the worker's paycheck" that must be disclosed, *see* § 655.122(p)(1), regardless of whether the employer holds funds back from a paycheck, or receives a cash payment from the worker after the worker

receives the paycheck. As the Administrative Review Board has put it: "there is no legal difference between an employer directly deducting a cost from a worker's wages, and shifting to the employee a cost that the employer could not lawfully directly deduct from wages." *See In re: Weeks Marine, Inc.*, ARB No. 12-093, 2015 WL 2172482, at *4 (DOL Adm. Rev. Bd. Apr. 29, 2015) ("*Weeks Marine I*"); *In re: Weeks Marine, Inc.*, 2009-DBA-00006, slip op. at *6 (OALJ Aug. 7, 2017) (Timlin, J.) ("*Weeks Marine II*") (ordering an employer to reimburse workers for improper lodging charges imposed by third parties); *Arriaga v. Fla. Pac. Farms*, 305 F.3d 1228, 1236 (11th Cir. 2002). This principle applies uniformly across several wage statutes, including the Davis Bacon Act, the Fair Labor Standards Act, MSPA, and the H-2A program. *E.g.*, Wage and Hour Division, Field Assistance Bulletin ("WHD Bulletin") No. 2012-3, at 1 (May 17, 2012) (explaining that this principle applies in the H-2A program context).[17]

Deductions and after-the-fact charges are equivalent because "[s]hifting a cost to the employee that cannot be lawfully deducted directly from or credited against the employee's wages constitutes an unlawful de facto deduction that impermissibly drives the employee's pay below the required prevailing wage." *Weeks Marine I*, 2015 WL 2172482, at *4; 20 C.F.R. § 655.122(p)(2) (incorporating by reference into H-2A regulations FLSA standards for permissibility of deductions). As one court explained this principle in the context of the Migrant and Seasonal Agricultural Workers Protection Act (also often referred to as AWPA or MSPA):

> One of the purposes of the statute is to prevent the exploitation of migrant farm workers' labor by farm labor contractors or agricultural employers, who deduct from their pay exorbitant amounts of money for daily necessities such as housing, food, and electricity but who refuse to account for the exact amount charged or consumed. To make a technical distinction between money deducted *before* paychecks are issued and money requested *after* paychecks are issued is to disregard the purpose of the AWPA.

[17] https://www.dol.gov/whd/FieldBulletins/fab2012_3.pdf.

Escobar v. Baker, 814 F. Supp. 1491, 1506 (W.D. Wash. 1993) (emphasis in original).

2. Because Hernandez Was Sun Valley's Manager and Agent, the Money He Charged Workers Were Effectively Sun Valley Deductions.

Sun Valley is responsible for the charges and deductions made by its agent Hernandez. "[T]hat Congress has created a statutory framework of protections for migrant workers in no way exempts agricultural employers, recruiters, and overseers from common law agency principles." *Castillo v. Case Farms of Ohio, Inc.*, 96 F. Supp. 2d 578, 593 (W.D. Tex. 1999). This is because the agency principle of vicarious liability applies to federal statutes unless the statute in question directly speaks to displace these principles. *See Arriaga*, 305 F.3d at 1245 & n.24.

Thus a charge to an H-2A worker is a deduction regardless of whether the employer's payroll office takes it directly from a worker's paycheck or a different agent of the employer makes the deduction in some other way. This conclusion is compelled not only by the structure of the H-2A program but also by common law principles of agency, under which a principal is liable on a contract[18] made by the principal's agent if the agent has actual or apparent authority. *See* Restatement (Third) of Agency ("Restatement") § 6.01; *Ramos-Barrientos v. Bland*, 661 F.3d 587, 601 (11th Cir. 2011) (H-2A case relying on the Restatement); *Arriaga*, 305 F.3d at 1242.

An agent has actual authority "when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Restatement § 2.01. And an actor has apparent authority to act on a principal's behalf when "a third party reasonably

[18] Here, the contracts were improper oral agreements that Sun Valley and its agent made with farmworkers to provide meals for a previously undisclosed fee.

believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations." *Id.* § 2.03. As discussed below, Hernandez had both actual and apparent authority to act on Sun Valley's behalf to provide and charge workers for Sun Valley's meals in 2015. Accordingly, Sun Valley violated 20 C.F.R. § 655.122(g), (p)(1) and (q) by constructively deducting the meal charges from workers' wages, without having disclosed the meal plan charges in the Job Orders.

Actual Authority — There is overwhelming evidence that the charges Hernandez took from workers for the meal plan were made on Sun Valley's behalf. Since the Sun Valley kitchen was too small for workers to cook for themselves, Sun Valley's longstanding practice was to have farmworkers get their food by paying Hernandez for meals. *See* Tr. 175:22–176:13, 743:25–744:8 (small size of kitchen), 252:14–23, 808:4–5, 874:20–875:3 (past practice).

When Sun Valley entered the H-2A program in 2015, the Marinos knew that they needed to continue ensuring farmworkers would have a way to eat, and that in light of the kitchen's small size, the best way to do this was to continue having Hernandez provide workers with meals and charge them for it. Tr. 713:15–25, 742:22–743:11, 808:12–15. Accordingly, before the H-2A workers arrived, the Marinos instructed Hernandez to continue operating the meal plan generally as he had before, charging workers for meals, maintaining records of charges, not charging a profit, and not charging above H-2A program limits. *See* Tr. 176:23–177:10, 186:25–187:2, 738:10–12, 742:22–743:8, 808:8–15.

And during the growing season Sun Valley's owners reaffirmed their meal plan instructions by attending and permitting orientation sessions where Hernandez would tell workers about meal charges, paying a worker directly to help take groceries into the kitchen to be used in the meal plan, and following up with Hernandez to make sure that he was complying

with Sun Valley's meal charge instructions. PX-15, at 401:15–17, 403:8–14; Tr. 51:1–2, 174:19–23, 175:12–24, 773:8–12 (orientation), 187:7–10 (follow-up), 776:20. The Marinos also facilitated Hernandez's collection of the Sun Valley meal charges and other items by arranging for him to go to the bank to deposit worker paychecks and distribute cash for workers; Hernandez would receive payments for meals right after workers received their pay. Tr. 211:24–212:9, 686:21–687:11 (check cashing process), 186:14–24 (Hernandez testifying that workers would receive their pay and pay for meals on Friday afternoons), 22:21–25.

The evidence is clear that Hernandez was assessing the meal charge and administering the meal plan "in accordance with the principal's manifestations to the agent, that the principal wishes the agent to so act." Restatement § 2.01. Sun Valley's argument that because Hernandez was in charge of the kitchen and in charge of setting the rate employees would pay for the meal plan, he was not acting as an agent, ignores reality. Hernandez oversaw the kitchen and meal plan only because Sun Valley put him in charge of it so that Sun Valley's workforce could eat. That the Marinos capped the meals charge, rather than fixing the amount themselves, is irrelevant because Hernandez administered the meal plan on Sun Valley's behalf. *Id.* Indeed, the discretion Sun Valley gave Hernandez to run the kitchen is consistent with the discretion Hernandez had to carry out his other management responsibilities on behalf of Sun Valley, with little ongoing supervision. PX-15, at 407:1–11, 416:12–418:5.

Apparent Authority — There is also overwhelming evidence that Hernandez had apparent authority to administer the meal plan, as Sun Valley's workers had every reason to believe that he was administering the meal plan on Sun Valley's behalf. *See* Restatement § 2.03 (apparent authority exists where third parties, such as Sun Valley's workers, "reasonably believe[] the actor has authority to act on behalf of the principal and that belief is traceable to the

principal's manifestations").

Russell Jr.'s attendance at orientation sessions where he and Hernandez explained the meal plan and charges, and his participation in the plan by regularly eating the meals with workers, would have made clear to any worker that this was the Sun Valley meal plan. *See* PX-15, at 401:15–17, 403:8–14 (R. Marino: he or Hernandez would tell workers at their orientation "you get three squares a day"); Tr. 722:10–11; PX-15, at 390:22–24 (Russell Jr. regularly ate Sun Valley's meals); Tr. 51:1–2, 175:12–24, 174:19–23, 773:8–12 (orientation).

That this was Sun Valley's meal plan was further cemented by the fact that when workers paid for meals, they were required to sign Sun Valley payroll forms with Sun Valley's name at the top. PX-17-2, at 799–800 (Sun Valley meal plan printout); Tr. 182:5–12 (Hernandez testimony about these printouts).

And finally, since Hernandez was the intermediary between workers and Sun Valley and was their supervisor in every aspect of their lives at Sun Valley, it would be clear to any worker that Hernandez was administering the meal plan and charging workers for it on behalf of Sun Valley. No worker would have any reason to believe that Hernandez was doing all of this outside of the scope of his employment. *See, e.g.*, PX-7, at 173:12–13 (Garcia Dominguez testimony that Hernandez told workers "he was the one in charge for food and that 80 U.S. needed to be paid there"); Tr. 61:14–22, 172:14–21, 825:4–6 (Hernandez's role as intermediary), 173:24–174:24, 172:9–13, 211:24–212:9, 236:22–237:12 (Hernandez recruited, oriented, supervised, paid, and terminated farmworkers).

II. Sun Valley Is Liable for Hernandez's Operation of a Company Store that Illegally Sold Beer and Soft Drinks at a Profit, in Violation of 20 C.F.R. § 655.122(p)(2).

Because of H-2A workers' geographic isolation and vulnerability, the H-2A regulations

include special provisions to ensure that persons affiliated with H-2A employers do not exploit farmworkers by improperly reducing their wages, including through profiteering. 20 C.F.R. § 655.122(p)(2). Thus charges or deductions from workers' wages by employers or "affiliated persons" are allowed only if they are "reasonable." *Id.*; 20 C.F.R. § 655.122(p)(1). An employer is liable for back wages when where, as here, a prohibited charge or deduction "reduce[s] the wage payment . . . below the minimum amounts required," *i.e.* the wage promised in the job offer. *See* 20 C.F.R. § 655.120; *id.* § 655.122(*l*), (p)(2); 29 C.F.R. § 501.16(a)(2).

The term "affiliated person" is defined broadly to include employees, agents, and virtually "any person . . . who has an interest in the employment relationship." WHD Bulletin No. 2012-3. FLSA regulations, which the H-2A regulations incorporate by reference to determine "the permissibility of deductions for payment to third persons," provide one particularly relevant example of an affiliated person: "an employee in the employer company" or "an agent of the employer" who "operate[s] company stores or commissaries." *See* 29 C.F.R. § 531.33(b) (FLSA regulation); 20 C.F.R. § 655.122(p)(2) (incorporating by reference 29 C.F.R. Part 531).

Under § 655.122(p)(2), there are at least two circumstances where deductions or charges are unreasonable and therefore prohibited. First, "[a] deduction is not reasonable if it includes a profit to the employer or to any affiliated person." *Id.* § 655.122(p)(2).[19] It is the employer's

[19] These prohibitions on profiteering have particular salience in the agricultural context, where there is a long history of agricultural employers and crewleaders alike taking advantage of workers' geographic isolation to charge them for basic goods at a profit. *See, e.g.*, Migratory Labor Hearings: Hearings Before the Subcomm. on Labor & Labor-Mgmt. Relations of the S. Comm. on Labor & Pub. Welfare, 82nd Cong. 461 (1952) (statement of Cyrus H. Karraker on conditions of migrant workers in Pennsylvania: "At one camp . . . he was selling to them from his company store the necessities of life at twice the market price from which the laborers had no escape because they quit work at dark and the nearest stores were 8 miles distant to which they

burden to demonstrate that charges do not include a profit and are therefore reasonable. *Ortiz v. Paramo*, No. 06-3062, 2008 WL 4378373, at *6 (D.N.J. Sept. 19, 2008) ("*Ortiz I*") (explaining that the "employer must also maintain records reflecting additions or deductions from wages for services such as meals," and granting summary judgment to employees for unlawful meal charges given employer's failure to meet its burden); *Ortiz v. Paramo*, No. 06-3062, 2009 WL 4575618, at *3–4 (D.N.J. Dec. 1, 2009) ("*Ortiz II*") (trial verdict for plaintiffs in the full amount of charges for various items given employer's lack of records regarding cost).

Second, a charge or deduction is unreasonable and prohibited if it is made for items sold "in violation of any Federal, State, or local law." *See* 29 C.F.R. § 531.31; 20 C.F.R. § 655.122(p)(2) (incorporating by reference 29 C.F.R. Part 531 for when deductions are reasonable); *cf. Ortiz II*, 2009 WL 4575618, at *4 (disallowing FLSA § 3(m) credits for beer because employer was prohibited under New Jersey law from selling alcohol without a license).

Here, as the lead manager and crew leader running the company commissary, Hernandez fits squarely into the definition of an affiliated person. 29 C.F.R. § 531.33(b); Tr. 223:25–224:1. He was also Sun Valley's agent in every relevant respect, including in his role supervising Sun Valley's farmworkers in virtually all aspects of their lives and work at Sun Valley, and serving as the intermediary between Sun Valley's workers and the Marinos. *See* Tr. 61:14–22, 172:14–21, 825:4–6 (role as intermediary), 172:9–13, 173:24–174:24, 211:24–212:9, 236:22–237:12

---

would have had to walk; he sold liquor at his store . . . and kept no itemized accounts of his financial transactions with the laborers . . . ."); Migratory Labor: Hearings Before the Subcomm. on Migratory Labor of the S. Comm. on Labor & Pub. Welfare, 86th Cong. 56 (1959) (statement of Joseph Clark, U.S. Senator: "overcharging for meals and commissary food, trading in illicit wines and liquors . . . are all too often sideline activities of crew leaders."). Congressional outrage over such practices led both to the passage of the Farm Labor Contractor Registration Act (MSPA's predecessor) in 1963 and the expansion of certain provisions of the Fair Labor Standards Act in 1966 — including the minimum wage and related prohibitions on deductions — to cover agricultural workers.

(Hernandez recruited, oriented, supervised, paid, and terminated workers). He also worked for the company without pause for twenty-seven years. Tr. 171:2. It is hard to envision an agent or supervisor more closely affiliated with Sun Valley and having a greater "interest in the employment relationship" between Sun Valley and its farmworkers. WHD Bulletin No. 2012-3.

As an affiliated person, Hernandez was prohibited from profiting off of the Sun Valley workforce, but he did so anyway, selling drinks and beer at a profit. The burden of demonstrating that Hernandez's sales of these items was not at a profit was on Sun Valley, *see Ortiz I*, 2008 WL 4378373, at *6; *Ortiz II*, 2009 WL 4575618, at *3–4, but the company failed to require Hernandez to keep records of the prices of drinks that he bought and re-sold. *See also Donovan v. New Floridian Hotel, Inc.*, 676 F.2d 468, 474 (11th Cir. 1982) (strictly holding an employer to its burden). Nor did Hernandez keep such records. *See* PX-15, at 452:15–453:9 (R. Marino knew Gatorades, chips, and pastries were being sold); RX-23, at 325 (Sun Valley knew Hernandez charged inflated prices as recently as 2013); Tr. 209:18–21 (Hernandez testifying that he retained no records of drink sales); Tr. 361:22–24, 371:12–16 (Hernandez was unable to provide the Administrator with receipts from purchases of drinks, as Russell Jr. had told Hernandez that he didn't need to keep such receipts). In fact, although Hernandez kept track of many of his sales in a notebook throughout the season, for just enough time so that he could deduct those sales from workers' pay, Tr. 22:3–6, 22:17–25, 77:16–78:1, 209:3–8, he did not maintain that notebook, and he never produced it during the investigation or during this litigation. *See* Tr. 209:18–21.

Even absent records of drink sales, there can be no dispute that Hernandez profited off of Sun Valley's workforce; even Hernandez's own testimony shows that he made a profit from each drink sale. *See* Tr. 195:11–196:8.[20] The only question is how much profit was earned.

Finally, it is undisputed that Hernandez sold H-2A workers beer without a license, in violation of state law. N.J. Stat. Ann. § 33:1-2(a) (license required to sell beer in New Jersey). Because Hernandez was an affiliated person, Sun Valley is responsible for his profiteering. *See* 29 C.F.R. § 531.33(b) (FLSA prohibition); 20 C.F.R. § 655.122(p)(2) (incorporating 29 C.F.R. Part 531 by reference); 29 C.F.R. § 501.16(a)(2) (H-2A employer liability); *infra* Appendix B (summarizing worker testimony about Hernandez's beer sales at Sun Valley).

Sun Valley's assertion that Hernandez's sales are "no different than workers buying . . . drinks from a Wawa," Resp't's Summary Decision Mot. at 3, entirely fails to take into account that Hernandez was an affiliated person selling drinks from a store located on Sun Valley's premises, and kept cold in refrigerators that workers were denied access to, using electricity that Sun Valley was paying for. *See* Tr. 176:14–16, 302:8–13 (no room in refrigerators); ALJ Ex. 1 ¶ 21; PX-32, at 1076–77. Given § 655.122(p)(2)'s standard, it does not matter whether someone at Sun Valley other than Hernandez also improperly profited off of Sun Valley's workforce. The

---

[20] Hernandez testified that he bought 24-packs of

- Red Bulls for $30 or $31, i.e. $1.27 per can, and sold them for $1.50, turning a 33¢ profit from each can;
- Monsters for $32, i.e. $1.33 per Monster, and sold them for $1.50, making 17¢ from each bottle;
- soda for $13 or $14, i.e. 54¢ or 58¢ per soda, and re-sold them for 75¢ or $1, making 17¢ to 46¢ from each can.

195:12–196:8. Workers generally testified that Hernandez sold drinks at higher prices. *E.g.*, Tr. 267:12–15; PX-3, at 75:11–16; PX-9, at 222:14–23; PX-7, at 176:15–177:6; PX-13, at 343:4–5.

Administrator need not meet the irrelevant burden of proving that Hernandez also shared money he obtained from workers with Sun Valley's owners. *Id.*

Sun Valley's assertion that it has not claimed a credit under Section 3(m) of the FLSA also misses the point: because a deduction is equivalent to a charge, *see supra* Section I.C.1, the hidden meal charges and the drink charges that include a profit are directly prohibited by the H-2A regulations, and the illegal charges for beer are prohibited under FLSA Section 3(m) principles that the H-2A regulations explicitly incorporate. Indeed, courts use these Section 3(m) principles to prohibit both deductions and improper charges such as those at issue here. *See, e.g.*, *Ortiz II*, 2009 WL 4575618, at *3–4 (using 3(m) principles to hold an employer liable for having improperly charged workers for cigarettes); *Weeks Marine I*, 2015 WL 2172482, at *5–9 (applying 3(m) principles to hold an employer responsible for improper charges that third parties had levied against employees); *Weeks Marine II*, slip op. at 6 (same).

Because Hernandez was an affiliated person and he exploited isolated farmworkers by selling them drinks in violation of state law and at a profit, Sun Valley is liable. Particularly given that Hernandez's sales occurred on Sun Valley's premises and with Sun Valley's knowledge, and there is no evidence that Sun Valley took any steps to put a stop to Hernandez's profiteering, Respondent's misguided attempt to draw a line between Hernandez's conduct and the rest of Sun Valley's management has no basis in law. *See* 29 C.F.R. § 501.16(a)(2) (recovery of back wages will be "sought . . . directly from the [H-2A] employer"); *cf.* Temporary Agricultural Employment of H-2A Aliens in the United States, 75 Fed. Reg. 6884, 6943 (Feb. 2, 2010) ("2010 Final Rule") (an H-2A employer may not be liable for an agent's conduct if the "employer can show that it had a bona fide contractual provision preventing or barring the violative action by its agent").

III. Sun Valley Owes $209,047.69 in Back Wages to Its Farmworkers for Improperly Charging Them for Meals, Drinks, and Beer.

A. Sun Valley Owes Workers Back Wages for the Full Amount of the Improper Charges for Meals and Drinks.

When an H-2A employer or a person affiliated with the employer makes improper charges or deductions from a worker's wages, and these charges or deductions push the worker's wages below the rate promised in the job order,[21] the entire amount of the deductions or charges must be returned to the workers as back wages so that they will have received the promised rate.

Full back wages is the remedy because the H-2A regulations strictly prohibit unreasonable charges or deductions (including charges that are undisclosed, that include a profit, or that are for items sold in violation of state law), and specify that the cost of an item underlying an unreasonable deduction "may not be included in computing wages." *See* 20 C.F.R. § 655.122(p)(2) ("The wage requirements of § 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required"); *supra* Section I.C.

Indeed any result other than a full return of the undisclosed deductions would eliminate any incentive for an H-2A employer to disclose mandatory meal charges, as the regulations require disclosure regardless of whether there is also proof that the employer profited. *Compare*

---

[21] Sun Valley promised to pay workers the Adverse Effect Wage Rate of $11.29 per hour or a piece rate, whichever was higher. Accordingly, the higher of those two rates for any given worker was the effective "minimum amount[] required" under the regulations. *See* 20 C.F.R. §§ 655.120, 655.122(*l*), (p)(2). Workers never earned a greater amount than the $11.29 per hour or the piece rate, so any improper charges to workers pushed their wages below the promised rate. JX-1 (April 13-October 10, 2015 Job Order), at 4 ¶ 18 ("Employer will pay the highest of the AEWR . . . the piece rate . . . or State minimum wage"), 12 (explaining that the AEWR was $11.29 per hour and detailing Sun Valley's piece rate); JX-3 (June 1–October 10, 2015 Job Order), at 45, 53 (same); Tr. 431:1–8 (employees earned $11.29 per hour or the piece rate); PX-24-25 (payroll showing that employees earned either the AEWR or the piece rate).

20 C.F.R. § 655.122(p)(1) (prohibiting undisclosed deductions without regard to the reasonableness of those deductions), *with id.* § 655.122(p)(2) (separately prohibiting deductions from which the employer or an affiliated person profits).

For example, in *Global Horizons*, because the H-2A employer failed to disclose meal charges in the job orders, the court correctly ordered full back wages. *See In re Global Horizons, Inc.*, No. 2010-TAE-00002, slip op. at 2 (OALJ Dec. 13, 2011) ("*Global Horizons I*") (discussing 20 C.F.R. § 655.102(b)(13) (2005), substantially identical pre-2010 H-2A regulation); *In re Global Horizons, Inc.*, No. 2010-TAE-0002, slip op. at 4 (OALJ Dec. 7, 2010) ("*Global Horizons II*"), *aff'd*, ARB No. 11-058 (May 31, 2013). The court in *Global Horizons I* specifically rejected the argument that back wages should be awarded in any amount other than the full deductions, or take into account the cost or fair market value of the meals. *See Global Horizons I*, slip op. at 2 n.7; *see also In re: Seasonal Ag Servs., Inc.*, No. 2014-TAE-00006, slip op. at 3 (OALJ Dec. 5, 2014) (awarding back wages in the full amount of undisclosed deductions pursuant to § 655.122(p)(1)).[22]

Furthermore, with regard to improper sales of drinks at a profit, where an employer (or affiliated person) has failed to maintain records substantiating the cost of providing lodging, meals, drinks or other items, "courts have routinely denied employer offsets under the FLSA" for the value of the items the employer provided employees. *See Severino v. 436 West L.L.C.*, No. 13-cv-3096, 2015 WL 12559893, at *6 (S.D.N.Y. Mar. 19, 2015) (denying an employer credit

[22] To the extent Sun Valley may argue that it would be unjust to require it to pay back wages for charges collected by Hernandez, that argument ignores that because (1) Sun Valley did not provide kitchen access to workers, under § 655.122(g) it was responsible for providing meals and disclosing any related meal charges, and (2) Hernandez was acting as Sun Valley's agent in providing meals, so under the venerable agency principles discussed in Section I.C.2, Sun Valley was liable for its agent's actions. *See also* 29 C.F.R. § 501.16(a)(2) (H-2A employer liability).

for having provided employees with free lodging where the employer failed to maintain records of costs); *Ortiz II*, 2009 WL 4575618, at *3–4 ("Where the employer does not keep records substantiating the cost of the facilities [provided to workers], the employer is not entitled to *any* credit for providing the facilities") (emphasis added); *Marshall v. Hunter*, No. 79-958, 1983 WL 2015, at *2–3 (M.D. Fla. May 9, 1983) (providing zero credit where an employer charged workers for food but failed to maintain records of costs).

Here, Sun Valley owes the full amount of the improper drink charges, without any offset for the actual value of these drinks, because Sun Valley cannot establish the actual cost of these drinks or the amount of profit earned. Respondent cannot establish the actual cost because Hernandez destroyed most of the records of the drinks he purchased and neither he nor Sun Valley put forward credible evidence of the costs. *See, e.g.*, Tr. 361:24–362:17, 371:12–22; *see also* Tr. 209:18–21. Hernandez's testimony about the drink costs is conflicting and not credible. For example, one of the rare drink receipts that Hernandez did not destroy shows that he sometimes purchased cokes at a local store for 36¢ per can. PX-36, at 1141T (7th line: 36-packs of coke for $13, or 36¢ per coke). At trial, however, Hernandez testified both that he bought 24-packs of coke at the high rate of 54¢ or 58¢ per can and that he bought drinks at Sam's Club where (according to Hernandez) the prices were even lower than at local stores. Tr. 189:8–11, 195:12–15, 213:1–6, 368:15–17. In other words, Hernandez must have often paid even less than 36¢ per can for sodas. Hernandez knew that he should not have sold drinks at a profit and had a strong incentive to overstate the actual cost of drinks and understate the amount of profit earned, further undermining his testimony.[23]

[23] Hernandez was testifying right in front of his current supervisor Joseph Marino. Tr. 5:15–16.

Furthermore, calculating back wages for the entire amount of the soft drinks is particularly appropriate here given that so many workers testified that they purchased drinks from their supervisor not because they wanted to, but because they had no practical alternative. Workers had no real alternative because the water in the fields often ran out or tasted terrible. Workers naturally get thirsty and need to obtain drinks — even if it means spending their low wages on drinks sold at inflated prices — when bending over picking vegetables in the hot sun in the middle of the summer for over ten hours a day, seventy hours per week. *See* PX-35, at 1107 (photograph of workers bent completely over while working, as required by the job of picking Sun Valley's crops); PX-2 (summary of Sun Valley's voluminous payroll records showing workers routinely working over seventy hours a week); PX-7, at 176:13–14, 177:5–6 (Hernandez sold rehydration beverage / saline solution).

Indeed, workers consistently testified to clean water being unavailable, including all four of the workers who testified during the hearing. For example, Marco Giovanny Maldonado testified about how he complained to Hernandez about the water's bad taste on the first day, Tr. 52:15–19, 60:21–61:7, and Carlos Cervantes Ramirez testified that water would run out "every day," *see* PX-3, at 73:10–13; *see also* Tr. 96:4–6, 139:21–22, 141:5–6, 162:8–11 (Jose Manuel Baltazar Cheguez testifying that water was unavailable, and that "if a different truck would drive into the fields to sell . . . beverages to us, [Hernandez] would tell them to go away. We could only purchase from him"); Tr. 261:9–13 (Pedro Zavala Almanza testifying about the water's bad taste); PX-11, at 287:4–7, 291:6–11 (Hector Mishel Garcia Dominguez testifying that the water was not clean); PX-5, at 134:2–4 (Miguel Angel Elizondo Soto testifying that water was not available in the eating area).

Although Hernandez and the Marinos testified that they provided clean water to the workers, their testimony is not as credible as the farmworkers', who surely had a better memory of whether water was available at the specific fields where they worked on the specific days when they worked, and how that water tasted. Although the Administrator does not dispute that potable water was available at some points during the growing season, it was plainly not always available to all workers.[24] Even Hernandez testified that he had received complaints about the quality of the water. Tr. 233:18–20 (mentioning "a couple complaints" he received because there was a "problem with the filter").

Sun Valley has argued that the Court should give Sun Valley credit for some theoretical measure of workers' costs to procure food. *E.g.*, Resp't's Summ. J. Opp. 11–13; *see also* RX-5, at 39–40; RX-7–8, at 42–43. Such an approach is precluded by the clearly established legal framework that governs deductions, recordkeeping requirements, and remedies under nearly every statute and regulation enforced by the Administrator. Furthermore, providing this kind of ad hoc 3(m) credit for back wages would excuse not only Sun Valley's failure to disclose the meals charges but also its acquiescence to Hernandez's profiteering and lack of recordkeeping.

As to the meals, Respondent has submitted as evidence the Department's Federal Register notice setting the cap on an employer's allowable meals charges, but those allowable charges are only relevant when actually *disclosed* in the job order. RX-5, at 39–40; *see* 20 C.F.R. §§ 655.122(g), 655.173. Respondent has also made reference to U.S. Department of Agriculture (USDA) tables of estimated weekly meals costs, which are even less relevant. RX-7, at 42; RX-8, at 43. Having once failed to convince the Department to consider the relevance of these USDA

[24] That Sun Valley passed a water inspection at one moment in the season does not negate the entirety of worker testimony regarding the unavailability and unsuitability of the water at periods throughout the entire growing season.

tables in a separate rulemaking regarding separate, sheepherder-specific H-2A regulations,[25] counsel has suggested that this Court should nonetheless adopt them as a measure of workers' theoretical food costs, as though Sun Valley had not violated its binding promises in the Job Order. But the Department has set a separate meal charge cap relevant to the H-2A workers at issue in this case, 20 C.F.R. § 655.173, and determined that no such charges may be levied absent disclosure, *see* 20 C.F.R. § 655.122(g). This Court is bound by the rules that have actually been promulgated, and should not permit H-2A employers to accomplish in this litigation what they have failed to accomplish in rulemaking.

As to the drinks, Sun Valley seems to seek refuge in the fact that when the Administrator found Sun Valley liable in 2013 for Hernandez's sale of "beverages" (as well as meals) "to workers at inflated prices," RX-23, at 325, the Administrator exercised its discretion to seek lower back wages. The Administrator's exercise of discretion in a separate case, with separate evidence and records, provides no safe harbor for Sun Valley to ask the Court to disregard the legal framework that governs the actual record in this case. For that matter, given Sun Valley's decision to pay the back wages for these beverages sales in 2013, it can hardly disclaim knowledge of Hernandez's profiteering or that it was on notice that failure to keep adequate records or properly price commissary goods would subject it to further liability. *See* RX-23, at 325 (Wage Hour cited Sun Valley in 2013 because Hernandez was "found selling meal plan and beverages to workers at inflated prices").

---

[25] Respondent's counsel is apparently the submitter of the very rulemaking comments to which his summary judgment briefing referred in discussing the USDA tables. https://www.regulations.gov/document?D=ETA-2015-0004-0436 ("Submitter Information" section); Resp't's Summ. J. Opp. 12 (discussing comment referenced at Temporary Agricultural Employment of H-2A Foreign Workers in the Herding or Production of Livestock on the Range in the United States, 80 Fed. Reg. 62,958, 62,996, 63032 (Oct. 16, 2015)).

B. Under the *Mt. Clemens* Framework, Which Applies Here, the Administrator Has Met his Burden of Proof as to the Amount of Back Wages Owed.

1. The *Mt. Clemens* Framework Applies Here.

Sun Valley was required to maintain records of all charges and deductions, including the improper charges for drinks and meals. 20 C.F.R. § 655.122(j); *supra* Sections I.C, II. It failed to do so, however, even though it was on notice that it should have.[26] RX-23, at 325; Tr. 808:3–7; JX-2, at 30 ¶ 8, 41 Sec. B ¶¶ 2–3. Indeed, Hernandez admitted that he discarded the records of charges he made to workers. Tr. 209:18–21 (destruction of drink charge records), 722:10–11; PX-15, at 401:15–17, 403:8–14, 453:15–19 (Marinos' knowledge of drink and meal charges).

Where, as here, an employer improperly fails to maintain complete records of hours worked or deductions from wages, the *Mt. Clemens* burden-shifting framework applies. *See In re Greater Mo. Med. Pro-Care Providers, Inc.*, ARB No. 12-015, 2014 WL 469269, at *16 (DOL Admin. Rev. Bd. Jan. 29, 2014) ("*Greater Mo.*"), *overruled on other grounds*, 812 F.3d 1132 (8th Cir. 2015); *In re Pegasus Consulting Grp., Inc.*, ARB No. 03-032, 2005 WL 1542545, at *5 (DOL Admin. Rev. Bd. June 30, 2005) (applying *Mt. Clemens* in the H-1B context), *aff'd*, No. 05-5161, 2008 WL 920072, at *18 (D.N.J. Mar. 31, 2008).

"[T]here is no reason why the *Mt. Clemens* burden-shifting approach ought not equally apply to the issue of how often unlawful deductions were made." *Hart v. Rick's Cabaret Int'l, Inc.*, 73 F. Supp. 3d 382, 390 (S.D.N.Y. 2014). So for example, in *Weeks Marine II*, this court used the *Mt. Clemens* framework to determine, in the absence of records, the amount of back wages an employer owed to its employees after improperly requiring them to pay a third party

[26] Even had Respondent been entirely ignorant of its record-keeping obligations, this would be no excuse. *See Abhe & Svoboda, Inc. v. Chao*, 508 F.3d 1052, 1060 (D.C. Cir. 2007) ("[P]arties dealing with the government are expected to know the law, and there is no grave injustice in holding parties to a reasonable knowledge of the law").

for lodging charges they had incurred. *Weeks Marine II*, slip op. at 19–20. Similarly, in *Hart*, the court used the *Mt. Clemens* framework to determine how often workers were made to pay out "tip-out fees" that were deemed improper deductions. *Hart*, 73 F. Supp. 3d at 390.

The Marinos and Hernandez caused Sun Valley's H-2A employees to bear an improper expense which employees had *no legal obligation* to document; *no ability* to document (especially when purchasing drinks while working in the fields); and *no reason* to document, since Hernandez was documenting these charges in a notebook — a notebook he discarded after obtaining the charges from workers. Tr. 22:3–6, 22:17–25, 77:16–78:1, 209:3–8, 209:18–21. "To hold the Administrator to an exacting standard of proof here would unduly penalize the [e]mployees and reward Respondent for . . . failing to record" the charges and violating its recordkeeping obligations. *Weeks Marine II*, slip op. at 19. It is thus appropriate to determine the amount of back wages owed using the *Mt. Clemens* framework.

2. The Administrator Has Met His Burden of Proof Under the *Mt. Clemens* Framework.

Under *Mt. Clemens*, the Administrator must produce sufficient evidence to show the amount of the improper charges or deductions "as a matter of just and reasonable inference." *Weeks Marine II*, slip op. at 19. This inference may be established for "non-testifying employees based on representative testimony of a small number of employees." *Id.*; *see also Pegasus Consulting Grp.*, 2008 WL 920072, at *18 (affirming ARB's reliance on representative evidence to prove back wages for 4 non-testifying workers in an H-1B case).

The burden then shifts to the employer to come forward with evidence to negate "the reasonableness of the inference to be drawn" from the Administrator's evidence. *Hart*, 73 F. Supp. 3d at 390. "If the employer fails to produce such evidence, the court may then award

damages . . . even though the result be only approximate." *Id.* (quoting *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 688 (1946)); *Greater Mo.*, 2014 WL 469269, at *16.

Here, the Administrator has easily met his burden to show "as a matter of just and reasonable inference" the amount of back wages owed for improper charges for meals and drinks. *Weeks Marine II*, slip op. at 19–20. As discussed further below, the Administrator's calculations are supported not only by the consistent testimony of ten worker witnesses, but also by undisputed evidence about such matters as the amounts charges for meals and the number of workers who were charged for meals and drinks. And Sun Valley has not produced evidence of to "negate the reasonableness of the inference to be drawn" from the Administrator's evidence. *See Hart*, 73 F. Supp. 3d at 390. Accordingly, the Court should uphold the Administrator's back wage calculations.

3. The Administrator's Back Wage Computations for the Hidden Meal Plan Charges Are Fully Supported by the Evidence at Trial And Should be Upheld.

The Administrator computed the amount of back wages owed for the improper, undisclosed meals charges, in violation of 20 C.F.R. § 655.122(g), (p), and/or (q), as follows:

First, the Administrator reviewed Sun Valley's 2015 weekly payroll records, which list each worker who worked each week (and was paid for that work) during 2015. Tr. 427:15–428:18, 439:12–440:2, 443:13–22; PX-2. Based on these records, the Administrator determined that in addition to Hernandez, 148 workers worked at Sun Valley during the 2015 growing season for at least one week.[27] PX-2. For each of those 148 workers, the Administrator listed, by date, each workweek that a worker worked at Sun Valley in 2015. *Id.*; Tr. 443:13–22.

[27] The Administrator included both H-2A and domestic workers in these back wage calculations, because Sun Valley's domestic workers were always engaged in corresponding employment within the meaning of 20 C.F.R. § 655.103, as they performed the same duties as Sun Valley's

Then, for all weeks during the 2015 growing season, the Administrator calculated $75 in back wages per week per worker, except for three weeks when the Administrator calculated $80 per week in back wages because Hernandez charged more. Tr. 443:1–12. Finally, the Administrator reduced the back wages for the small number of workers who did not pay the meal fee for certain periods, according to information provided by Hernandez. Tr. 444:3–445:4; *supra* n.9 (detailing which workers did not pay a meal fee). In addition, the Administrator reduced the back wages for four workers who cooked canned food on a hot plate inside the housing dormitory for the weeks ending July 7 through August 7 instead of participating in the meal plan. PX-2; Tr. 444:20–445:4. The Administrator made this reduction even though these employees were forced into this makeshift, unsafe arrangement after being denied free and open kitchen access. PX-5, at 126:21–24 (Zavala Almanza and Miguel Angel Elizondo Soto testifying about why they had to purchase this hot plate to cook on in the dorm).

The Administrator's calculations are fully supported by the testimony and evidence at trial. The parties have stipulated that the meal fee was $75–$80 per week, and to the fact that 139 workers paid this mandatory fee on a weekly basis. ALJ Ex. 1 ¶ 22. The Administrator's listing

---

H-2A workers. *See* ALJ Ex. 1 ¶ 15 (stipulation that all fifty-one of Sun Valley's non-H-2A workers were "domestic workers"), ¶ 1 (parties defining "domestic workers" as "employees engaged in corresponding employment"); Tr. 818:1–8 (Joseph Marino testifying about how workers were performing the same tasks).

Accordingly, Sun Valley was required to pay the domestic workers the same wages as the H-2A workers, and was prohibited from charging domestic workers anything that it could not charge H-2A workers. *See* 20 C.F.R. § 655.122(a) ("The employer's job offer must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers."); *id.* § 655.122(p)(1) (prohibiting all undisclosed deductions except those "required by law"); *cf.* 26 U.S.C. §§ 3121(b)(1), 3306(c)(1)(B) (specific tax withholding exclusions for H-2A but not domestic workers).

of the weeks that workers worked — and thus which weeks workers paid the meal fee — has been admitted as an accurate summary of Sun Valley's payroll records. Tr. 967:13–22.

The Administrator's calculations are a reasonable and conservative reconstruction of the back wages owed. The Administrator only calculated back wages for weeks that workers were on Sun Valley's payroll, even though workers were present at Sun Valley and paid for meals in other weeks. Tr. 531:21–24 (workers arrived one or two weeks before they appeared on Sun Valley's payroll). Similarly, when on occasion workers did not work and went unpaid, the Administrator did not calculate back wages for these workers, Tr. 609:12–16, even though there is reason to believe they continued paying for meals.[28]

In total, Wage Hour calculated that $128,285 in back wages are due to 139 farmworkers for unlawful meals deductions. PX-2, at 32, 61. These calculations are based on undisputed facts of the workers' weeks worked and reasonable calculations of the amounts paid for meals each week. Accordingly, the Administrator's back wage assessment should be upheld.

4. The Administrator's Back Wage Computations for the Sales of Soft Drinks at a Profit Were Also Fully Supported by the Evidence at Trial and Should be Upheld.

In computing the amount of back wages owed for the improper soft drink charges and in the absence of any records from Sun Valley or Hernandez, the Administrator determined based on interviews with Hernandez, his wife, and workers that workers were purchasing 4.42 drinks per day on average, and that workers were paying an average of $1.25 per drink, so that they

[28] Moreover, the Administrator calculated that Sun Valley charged workers $75 most weeks for meals, even though Hernandez provided records of what the meal charge was for only a few weeks, PX-37; Tr. 463:10–12, and several witnesses testified that the meal fee was $80 per week, *see* Tr. 19:18–22, 23:3-9 (Maldonado testifying that meals were $80 per week), 262:16–19 (Zavala Almanza: same); PX-5, at 10:20–21 (Elizondo Soto: same). Hernandez asserted to Wage Hour that workers were charged $80 in only two weeks, but as Hernandez did not maintain records, this statement should be given little weight. *See* Tr. 443:4-8.

were spending on average $5.525 per day, or $38.68 per week. Tr. 624:19–21; PX-2.[29] Wage Hour determined that employees were owed $38.68 for each week of the season that they worked, and based the number of weeks worked on Sun Valley's payroll records. Tr. 427:15–428:18, 439:15–24, 443:13–22; PX-2. In total, the Administrator calculated that Sun Valley owed $71,790.08 in back wages for improper soft drink charges. PX-2, at 32, 61.

The Administrator's back wage calculations are fully supported by the evidence and testimony at trial. All ten worker witnesses testified to purchasing drinks on a daily basis from their supervisor, and Wage Hour's determination that workers bought an average of 4.42 drinks per day is right in the middle of what workers testified to drinking. *See* Appendix A (detailing number of drinks each witness testified to purchasing). Indeed, eight of the ten worker witnesses testified to drinking between 3.5 and 5.5 drinks per day, and the other two workers testified to purchasing even more than 5.5 per day. *Id.* Hernandez did not keep records of the number of drinks workers purchased, Tr. 209:18–21, and his low estimate that workers drank 3–4 drinks per day, Tr. 195:9–18, is less credible than what the ten workers testified to purchasing from him.

Farmworker witnesses also testified that all or practically all of their coworkers purchased drinks from their supervisor Hernandez, and that they purchased roughly the same number of drinks (or an even greater number) as compared to what they bought. *See, e.g.*, PX-9, at 219:13–20 (Hugo Leonel Cinta Tegoma: "Q. Did any of your colleagues not purchase any drinks from Agustin? A. No. Everyone bought from him. We all did."); Tr. 269:15–18 (Pedro Zavala Almanza testifying that "[m]ore or less all drank more or less the same" number of non-alcoholic drinks); PX-11, at 287:2–7 (Hector Mishel Garcia Dominguez).

[29] Workers paid an average of $38.68 per week in drink charges, *see* PX-2, and purchased 4.42 drinks per week; 4.42 drinks per day x 7 days per week x $1.25 per day = $38.68 per week. Tr. 624:19-21.

It is reasonable to assume that all workers were purchasing drinks, as it was very difficult for workers to obtain transportation to leave the farm to purchase drinks on their own during their 70-plus-hour weeks,[30] and, even if they did, they had no place to store them.[31] It is likely that workers were purchasing roughly the same number of drinks per day because they were all generally working the same schedule, performing the same back-breaking work, and receiving the same number of breaks. *See* Tr. 818:1–8 (all workers were picking the same crop); PX-7, at 178:18–21 (Jose Silva Lopez testifying that "the workers were all together during the breaks"); Tr. 17:19–22 (Maldonado testifying about how everyone had to work twelve hours per day until Hernandez told them they were finished picking). Workers purchased drinks right in front of each other, so they could observe and credibly estimate the number of drinks that other workers were purchasing at a profit, and so know how many drinks other workers generally bought per day. *See, e.g.*, PX-13, at 344:21–345:4; PX-7, at 178:18–21.

Wage Hour's reconstruction that workers paid $1.25 on average per drink is actually less than what workers estimated at trial; workers testified that sodas cost at least $1 or $1.50, and that energy drinks cost at least $2.00. *See, e.g.*, Tr. 267:12–15 (Zavala Almanza: sodas were $1 or $2 and Monsters were $2); PX-3, at 75:11–16 (Cervantes Ramirez: sodas were $1.50 and Monsters were $3); PX-7, at 176:15–177:6 (Silva Lopez: sodas were $1 and Monsters were $2.00 or $2.50); PX-9, at 222:14–23 (Cinta Tegoma: Monsters were $2 or $3); PX-13, at 343:4–

[30] *See* Tr. 295:23-25, 296:4-9, 296:14-19, 297:20–298:2 (Zavala Almanza: the only free transportation began late in the season, fit only twenty workers, and was offered only weekly).

[31] Hernandez testified that some workers purchased few or no drinks from him because they purchased drinks at the store. Tr. 196:9–18. Although Hernandez did not elaborate on how many workers fell into that category, given the worker testimony and their isolation and inability to keep drinks cold, Tr. 176:14–16, it seems likely that very few workers purchased no drinks from Hernandez.

7 (Morales Acosta: sodas were $1 and Monsters were $2). The workers' estimates are credible. Hernandez and his wife Elia Pinon gave lower estimates of the amounts that workers were charged for drinks, but these estimates were inconsistent with each other, and even the lowest of these estimates — Hernandez's claim that he sold sodas for $1 or 75 cents, and Red Bulls and Monsters for $1.50 — supports the Administrator's estimate of $1.25 being the average price of drinks that workers purchased. Tr. 195:12–196:8; *compare* Tr. 196:1, *with* PX-19, at 809. Accordingly, the Administrator's conclusions as to the likely number of drinks purchased and price of those drinks is fully supported by the trial testimony and are a just and reasonable inference under *Mt. Clemens*. The Administrator's computations for drinks purchases should therefore be upheld. [32]

5. The Administrator's Revised Computations for the Sales of Beer at a Profit and in Violation of State Law Are Fully Supported by the Evidence at Trial and Should Be Upheld.

In computing the amount of back wages owed for the unlawful sale of beer at a profit, the Administrator reconstructed that Hernandez sold beer for $2 per beer, $1.30 of which was profit,

[32] The Administrator's back wage calculations in fact undercount the amount of wages employees paid back to the company store, as the computations do not take into account sales of cigarettes without a license; of toilet paper, soap, and other items sold, likely at a profit; and of work gloves, a cost Sun Valley was required to bear. Tr. 78:17–18 (soap and cigarettes), 145:11–13 (cigarettes sold for $10 per pack), 267:19–268:12 (estimating that eighty workers purchased a roll of toilet paper twice a week throughout the growing season for $1 or $2 per roll); PX-20, at 824 ¶ 24 (Sun Valley admitting that Sun Valley lacked a license to sell cigarettes); PX-20, at 828 ¶ 6 (Hernandez admitting that he lacked such a license); N.J. Stat Ann. § 54:40A-3 (license is required to sell cigarettes in New Jersey); PX-7, at 184:10–185:10 (work gloves sold); *Soler v. G. & U., Inc.*, 833 F.2d 1104, 1109 (2d Cir. 1987) (deductions for uniforms prohibited).

and, based on the evidence at trial, that workers purchased on average of 3.75 beers per week,[33] and accordingly has revised the back wages for beer to $8,972.61. *See* Appendix B; Appendix C (Administrator's revised back wage computations, attached as a summary of the evidence, as an aid to the Court).

The Administrator's revised back wage calculations are well supported by the evidence and should be upheld. First, all ten worker witnesses testified that Hernandez was selling beer on Sun Valley's premises, and workers credibly testified that almost all workers bought and drank beer at Sun Valley. *See, e.g.*, Tr. 98:12–22, 145:7; PX-3, at 83:14 (Cervantes Ramirez: "90% drank beer"); PX-7, at 202:21 (Silva Lopez: "the great majority" purchased beer); RX-19, at 308:16–18 (Morales Acosta: only a "few" did not purchase beer); PX-9, at 223:11–13 (Cinta Tegoma: "Q. How many of your coworkers purchased beer? A. Most of them did").[34]

---

[33] As the workers testified, most employees drank about 3.75 beers per week. For example:

- Jose Silva Lopez testified to buying 3-6 beers per week; Dario Morales Acosta testified to buying 2–3 beers per week; and Miguel Angel Elizondo Soto testified to drinking two beers per week. *See* PX-7, at 180:21–181:5; PX-13, 345:21–22; PX-5, at 142:6–7.
- Marco Giovanny Maldonado testified that he purchased a twelve-pack of beer twice during his less than two weeks of work at Sun Valley. Tr. 25:18–26:1
- Carlos Cervantes Ramirez testified that each weekend, he and three other workers would purchase a 24-pack, so in effect he purchased six beers per week. PX-3, at 80:11–82:3.
- Hector Mishel Garcia Dominguez testified that most workers on average bought seven beers per week. PX-11, at 281:9–17.

In addition, in the aid to the Court attached as Appendix C, for workers who testified about how much beer they purchased, the Administrator revised his computations to match the amount of beer that each worker himself testified to purchasing, rather than using the 3.75 weekly average.

[34] Since Hernandez sold beer not just by the can but also in large cases, some workers were not directly involved in the cash transactions with Hernandez, but they nonetheless shared in the cost (which included a profit to Hernandez). *Compare* PX-11, at 285:14–15, *with*, PX-5, at 138:6–7; PX-11, at 283:19–21.

Second, the calculation that workers drank on average 3.75 beers per week is fully supported by worker testimony, *see* Appendix B, and in fact is likely lower than the true figure, as workers were surely hesitant to tell a judge and a group of attorneys about their alcohol habits, and have those habits be recorded as a public record. Indeed, this may be why many workers testified that they were not purchasing as many beers as their co-workers. *See, e.g.*, PX-5, at 142:6–7 (Elizondo Soto).

Moreover, there can be no doubt that Hernandez charged an average of $2 for beer. *See* PX-5, at 132:7–5; PX-13, at 345:19–20; PX-11, at 281:20–22, 284:1–8 (testimony of Elizondo Soto, Silva Lopez, Morales Acosta, and Garcia Dominguez). Finally, the Administrator's determination that Hernandez paid less than what he sold beer for, i.e. that he made a profit, is supported by the fact that a wholesaler similar to the one where Hernandez shopped was selling beer in 2015 at a rate of only 70 cents per can, well below what Hernandez was re-selling beer for during the growing season. PX-27, at 1044; PX-32, at 1077; Tr. 189:8–14, 625:16–627:23.

Sun Valley may dispute whether Hernandez paid exactly seventy cents per beer, and thereby argue that he did not earn exactly $1.30 in profit per beer.[35] However, such a claim fails, as an employer must "come forward with evidence of the *precise* amount of work performed" or evidence to negate the reasonable inference due the Administrator's evidence. *Mt. Clemens Pottery Co.*, 328 U.S. at 687–88 (emphasis added); *Pythagoras v. Gen. Contracting Corp. v.*

[35] The evidence for the price Hernandez paid for beer is indeed based on the price of beer at different wholesaler (Costco rather than Sam's Club) in a different location than where Hernandez was shopping. But these wholesalers likely sell beer at similar prices, and in any event Sun Valley has introduced no evidence that Hernandez paid more than 70¢ per beer, much less that he paid $2 per beer and thus failed to turn a profit. As discussed *supra*, the burden was on Sun Valley to prove that the beer charges did not include a profit, and Sun Valley did nothing to meet that burden. *Ortiz I*, 2008 WL 4378373, at *6; *Ortiz II*, 2009 WL 4575618, at *3–4; *Donovan*, 676 F.2d at 474.

USDOL, 926 F. Supp. 2d 490, 498–99 (S.D.N.Y. 2013). Sun Valley cannot do so and therefore this court may award back wages to the employees "even though the result may only be approximate." *Mt. Clemens Pottery Co.*, 328 U.S. at 687.[36]

Accordingly, the Court should uphold the Administrator's back wage computations for illegal beer sales at a profit.

IV. The Court Should Uphold the Administrator's Assessment of $198,450 in Civil Money Penalties (CMPs) for Unlawful Deductions for Undisclosed Meals, and for Drinks Sold at a Profit or in Violation of State Law.

At the time of the CMP assessment, for non-willful violations Wage and Hour could assess $1,500 in civil money penalties for "[e]ach failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment required by . . . the regulations." *See* 29 C.F.R. § 501.19(a), (c) (2016). In determining the amount of the penalty, the mitigating factors that may be considered include, but are not limited to (1) previous history of violations, (2) number of workers affected by the violations, (3) the gravity of the violations, (4) efforts made in good faith to comply, (5) explanation from the person charged with the violations, (6) commitment to future compliance, and (7) the extent to which the violator achieved a financial gain or the "potential financial loss or potential injury to the workers." *Id.* § 501.19(b).

In assessing CMPs, "the Administrator is vested with enforcement discretion and is able to consider the totality of circumstances in fashioning an appropriate remedy for a violation." *In re: Overdevest Nurseries, LP*, 2015-TAE-00008, at *18 (OALJ Feb. 18, 2016) (H-2A case)

[36] Indeed, the Administrator's decision to seek back wages only for the profit earned from illegal beer sales is an exercise of discretion. Case law supports full back wages for charges such as these, which were illegal, unrecorded, and at a profit. *See Ortiz I*, 2008 WL 4378373, at *6; *Ortiz II*, 2009 WL 4575618, at *3–4; *Severino*, 2015 WL 12559893, at *6; *Marshall*, 1983 WL 2015, at *2–3. Because the evidence conclusively demonstrates that Hernandez sold beer illegally and for more than what he paid, any dispute about the exact price Hernandez paid for beer would not undermine the Administrator's reasonable back wage determination.

(relying on *In re: Kutty*, ARB No. 03-022 (May 31, 2005)). While the Administrator is generally entitled to deference in assessing CMPs, administrative law judges retain the authority to increase the amount of CMPs assessed. *See In re: Overdevest Nurseries, LP*, slip op. at *18 n.14.

In assessing CMPs for the meals and drink violations, the Administrator considered all of the facts of this case and appropriately applied these mitigating factors when he assessed CMPs for Sun Valley's myriad violations. Accordingly, the decision is entitled to deference and should be upheld.

The Administrator began with $1,500 in civil money penalties for Sun Valley's 147 farmworkers, Tr. 849:10–11, 852:11, all of whom Sun Valley mislead into thinking that they would have kitchen access to prepare their own meals at Sun Valley, and almost all of whom had to pay the hidden weekly meal fee for the entire season.[37]

CMPs were calculated on a per-worker basis because of the seriousness of the violation, as it affected a large number of workers, and as Sun Valley made this false statement on the face of its Job Orders, recruiting workers to travel thousands of miles based in part on false pretenses.[38] Tr. 849:15–23. The violation is also serious given that Sun Valley's false statement

---

[37] A false statement in a Job Order, even one that does not relate to improper charges that reduce an employee's wages, is a proper basis for civil money penalties. *See* 29 C.F.R. § 501.19 ("A civil money penalty may be assessed . . . for each violation of the work contract"); 20 C.F.R. § 655.122(q) (where there is no separate written contract, the job order is the "work contract").

[38] The seriousness of the violation is also acute because accurate disclosure of the terms and conditions of employment in the job offer is necessary for "regulatory agencies . . . to protect the foreign workers against exploitation." *Global Horizons II*, slip op. at 8 (Dec. 17, 2010) (complete cite); *see also* Registration of Interstate Farm Labor Contractors, S. Rep. 88-202, at 3 (1963) (citing U.S. Department of Labor survey finding widespread abuses directed toward migrant agricultural workers including "misrepresentation of . . . anticipated earnings; [and] overcharging for groceries or meals"). The Department of Labor and state workforce agencies need accurate disclosure so that they can discharge their duties to "assur[e] that Congress' prohibition of preferential treatment for [H-2A] workers is enforced." *Global Horizons I*, slip op. at 2 n.7.

about the kitchen was made knowingly; for years, Sun Valley has been charging workers for meals, and has surely known that there is no room for workers to cook for themselves in the company kitchen.[39] Tr. 175:22–176:6, 808:4–5 (Russell Jr. testifying that "[t]here's always been a food program").

After assessing CMPs for the meal violations, the Administrator appropriately exercised his discretion not to assess CMPs a second time for each worker for the drink violations; similarly, the Administrator appropriately exercised his discretion not to assess CMPs three times for every worker for each section of the regulations that were violated (§ 655.122(g), (p), and (q)). Tr. 854:14–825; JX-10, at 160–161 (June 22, 2016 Determination Letter).

After deciding to assess one civil money penalty for each worker on the basis of the drink and meal violations and the violations of Sections 655.122(g), (p), and (q), the Administrator then considered all of the CMP mitigation factors. Tr. 851:17–21. Although Sun Valley had previously been cited for violations in connection with its meal plan under MSPA, Sun Valley had not previously violated the H-2A meal plan regulations, so the Administrator reduced the

[39] Although Sun Valley may argue that it should escape some liability on the ground that at least some of its domestic workers from past seasons returned in 2015 and therefore knew there would be meal charges, *e.g.* Tr. 807:16–25, actual reliance on the job offer by any individual worker is not an element of the Administrator's claims. Under Section 655.122(g), disclosure is the rule. And courts have rejected the argument that workers' consent to — or even a request for — an undisclosed meals deduction immunizes the employer from liability. *See Global Horizons II*, slip op. at 8 (employer violated § 655.122(g) even when workers voluntarily signed written agreement authorizing meals charges after their arrival at a farm); *cf. Vallies v. Sky Bank*, 591 F.3d 152, 158 (3d Cir. 2009) (absent any individual reliance, damages still available for violation of federal statute requiring disclosures). It is therefore irrelevant whether a particular returning domestic worker might have believed that Sun Valley was continuing its past practice of charging workers *some* amount for meals. This is all the more important because the amount of the meals charge was subject to change, and did change in 2015 by $20 per week, a significant increase. Tr. 252:14-23; ALJ Ex. 1 ¶ 22. In any event, any purported understanding or oral communication between the farmworkers and Sun Valley was insufficient; the meal charges had to be disclosed in the Job Orders. *See* PX-20, at 816–817 ¶ 3; 20 C.F.R. § 655.122(q).

CMPs for factor 1, previous history of violations. Tr. 852:3–854:3, 874:20–23 (Director Rachor discussing Sun Valley's previous meals and drink violations).

The Administrator found that the other mitigation factors were inapplicable, as Sun Valley's meal violations:

- Injured a large number of workers (factor 2). Tr. 852:8–11;
- Involved a direct false statement to employees in the job offer, a serious violation (factor 3). Tr. 852:12–18;
- Were committed knowingly, as Sun Valley had a meal plan in place for years and planned to have Hernandez make undisclosed meal charges, so Sun Valley made no effort to comply with the applicable regulations, had no reasonable explanation for the violation, and was not committed to future compliance (factors 4–6). Tr. 852:19–853:8; and
- Caused workers to suffer a financial loss by having to pay money to Sun Valley's lead manager for the meal plan (factor 7). Tr. 853:9–854:2.

The Administrator's application of these factors was reasonable and entitled to deference. For example, regarding factor 7, there was a "financial loss . . . to workers" due to the violation, as had workers been able to cook for themselves, they would have saved money by not having to pay for the cooks' salaries and by purchasing less expensive ingredients. Tr. 252:14–23 (Hernandez testifying that the meal plan rate increased from $55 or $60, apparently because Hernandez now had to pay the cooks' wages). As Pedro Zavala Almanza testified, it would have been cheaper for the workers to buy their food at Wal-Mart than participating in the meal plan. Tr. 264:19–20. Thus there was a financial loss to employees as a result of Sun Valley's violation (regardless of whether Hernandez also profited when he collected the meal charges from workers).

Furthermore, it's clear that Hernandez collected surplus funds from the meal charges: he collected enough money to provide a full-time job to his spouse as a cook in the kitchen, to

provide free meals to Russell Jr. on a regular basis, and to provide free meals to eight workers seven days a week.[40] These were all costs that added to the financial loss that the farmworkers had to bear as a result of Sun Valley's violation. Tr. 229:19–23, 721:10–11, 742:13–21.

Regarding Factor 6, commitment to future compliance, when Wage Hour told Sun Valley about the meal violations, the Marinos simply denied that there was any violation, falsely asserting that "workers had access to the kitchen facilities if they wanted to." Tr. 455:15–19 (testimony of Investigator Perez). This insistence that it had done nothing wrong carried with it the implication that Sun Valley would not be changing its approach going forward, i.e. had no commitment to future compliance. Although Sun Valley appears to have subsequently complied with the disclosure requirements — Sun Valley did disclose the meal charges in its Job Orders for the next growing season, PX-15-2, at 505 — denying the violation during the investigation, without giving any indication of the possibility of future compliance, is precisely the opposite of committing to comply. *See* Tr. 929:8–25.

In the alternative, the Administrator's CMP assessment is appropriate in light of Sun Valley's soft drink and beer violations. Although the Administrator assessed all CMPs under the "Failure to comply with the 'meals' requirement(s)" of 20 C.F.R. § 655.122(g), *see* JX-10, at 160, the sale of drinks at a profit in violation of 20 C.F.R. § 655.122(p) was an alternative basis for the assessment. *See* Tr. 884:17–22, 855:8–15; JX-10, at 153, 160–61.

The CMP mitigation factors apply to Sun Valley's violations in the same way for the drink violations as for the meal violations: Sun Valley had no prior history with the H-2A

[40] A profit obtained by Sun Valley's management is also effectively a "financial gain" to Sun Valley, insofar as Sun Valley had less need to provide other forms of compensation to Hernandez as a manager given the illegal deductions that he was collecting from Sun Valley's workforce.

program (factor 1), a significant number of workers were affected by Sun Valley's serious meal violations (factors 2–3), Sun Valley made no effort to comply with respect to its agent's drink sales (factor 4), had no reasonable explanation for the meal violations (factor 5), was not committed to future compliance (factor 6), and workers suffered a financial loss (factor 7).

The Administrator's CMP assessment is consistent with the *Global Horizons* case, in which the ALJ declined to assess civil money penalties. In that case, the workers specifically requested that the employer provide a meal plan, after they arrived at a farm. At the time the respondent in that case submitted the job offer, there was no meal plan in place, and in fact the respondent provided meals for no charge for the first two meals. *Global Horizons I*, slip op. at 12. In contrast, Sun Valley had a longstanding meal plan at the time it submitted the Job Orders, and Russell Marino, Jr. personally reviewed the false Job Orders before signing. Tr. 739:23–741:7. Furthermore, in *Global Horizons*, there was no proof that any charges to workers included a profit. *Global Horizons I*, slip op. at 9. In these ways, Sun Valley's violations are more deserving of CMPs than the employer's conduct was in *Global Horizons*.

Accordingly, Sun Valley's failure to disclose the meal plan, its false statements directed both at the workforce and state and federal agencies, and its allowing an affiliated person to profit off of its workforce through sale of drinks and other items, warrants $198,450 in CMPs. The Administrator's assessment of CMPs is fully supported.

V. Sun Valley Violated the Three-Fourths Guarantee By Discharging Twenty-Four Workers Without Paying Compensation Due.

Adding grievous insult to the injury that Sun Valley's workers had already suffered during their time working for the farm in 2015, Sun Valley terminated or constructively discharged dozens of workers in 2015, leaving twenty-four of them with a wage shortfall.

The H-2A regulations impose strict pay and recordkeeping requirements on employers, to ensure that workers are offered work for at least three-fourths of the hours in the job order. As with the other regulations that Sun Valley violated, the three-fourths guarantee requirements are a "fundamental and longstanding" requirement of the H-2A program. 2010 Final Rule, 75 Fed. Reg. at 6913. "[T]he rule provides essential protection for both U.S. and H-2A workers, in that it ensures their commitment to a particular employer will result in real jobs that meet their reasonable expectations." Temporary Agricultural Employment of H-2A Aliens in the United States, 73 Fed. Reg. 77,110, 77,152 (Dec. 18, 2008) ("2008 Final Rule); *accord* 2010 Final Rule, 75 Fed. Reg. at 6914 (substantially same guarantee). In other words, after workers invest considerable time in travel to the United States and pass up other work opportunities, an employer is prohibited from unilaterally cutting short the work season. The three-fourths guarantee provides a crucial backstop for workers.

The only exception to an employer's obligation to pay the guarantee is if: (1) a worker voluntarily abandons his employment or is terminated for cause *and* (2) the employer follows proper procedures for notifying government agencies of those circumstances.[41] Neither

[41] There is also a modified, essentially discounted three-fourths guarantee applicable in instances of "contract impossibility." That provision is not applicable here, notwithstanding the rainstorms that precipitated Sun Valley's mass layoff. To claim that safe harbor from the three-fourths guarantee, an employer must follow several steps that Sun Valley never did, such as "mak[ing] efforts to transfer the worker[s] to other comparable employment acceptable to the worker, consistent with existing immigration law." 20 C.F.R. § 655.122(o); *see In re Global Horizons, Inc.*, No. 2005-TAE-00001, slip op. at 76 (OALJ May 6, 2011) ("*Global Horizons III*") (rejecting a respondent's belated attempt to assert an "impossibility" defense for the first time in litigation). Moreover, Sun Valley would have had to actually notify the Department of the weather circumstances and claim reliance on those conditions for its layoffs — neither of which Respondent ever did. Instead, Sun Valley falsely notified the Department that the 44 workers all left for "personal reasons." PX-39, at 1191–95. Having failed to follow any of these requirements and taken affirmative steps to mislead the government, Sun Valley should not be heard to complain that it is being penalized for a weather-related issue.

exception applies here. Sun Valley violated the three-fourths guarantee with respect to twenty-four workers: (1) four workers whom Sun Valley concedes it terminated in August 2015 without cause; (2) the nineteen workers discharged in May 2015; and (3) one worker for whom Sun Valley never notified government agencies of the reasons for his departure in June 2015, who was also constructively discharged.

A. The Three-Fourths Guarantee and Related Recordkeeping and Notice Requirements

Compliance with the three-fourths guarantee is "based on a simple mathematical calculation," determined by a handful of variables. 2008 Final Rule, 73 Fed. Reg. at 77,152. Specifically, an "employer must guarantee to offer" its workers "employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment . . . and ending on the expiration date specified in the work contract." 20 C.F.R. § 655.122(i)(1). If the employer "affords [a] U.S. or H-2A worker less employment than that required under" the guarantee, "the employer must pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days." *Id.* § 655.122(i)(1)(iv).

Workdays, Hours Worked, and Hours Offered. The regulations also set forth detailed rules that the employer must use to calculate which hours can count toward the guarantee. For example, "a workday means the number of hours in a workday as stated in the job order and excludes . . . [f]ederal holidays." *Id.* § 655.122(i)(1)(i). An employer may claim credit toward the guarantee by offering "more than the specified hours of work on a single workday" — but only to the extent that the worker, at his sole discretion, actually works such overtime hours that day. *Id.* § 655.122(i)(1)(iv). An employer may also claim credit toward the guarantee on a given day when the employer "offer[s]" that worker "an opportunity to work," if the "worker fails to work,

up to a maximum of the number of hours specified in the job order for a workday" — but only to the extent that the employer maintains specific corroborating payroll records. *Id.* § 655.122(i)(3); *see id.* § 655.122(j).

Required Records. The employer must keep "records showing . . . the number of hours of work offered each day by the employer (broken out by hours offered both in accordance with and over and above the three-fourths guarantee . . .)." *Id.* § 655.122(j)(1). "[I]f the number of hours worked by [a] worker on a day during the work contract period is less than the number of hours offered, as specified in the job offer," the employer's payroll "records must state the reason or reasons therefore." *Id.* § 655.122(j)(3).

Required Notifications of Voluntary Departure or Termination for Cause. When an employer fails to satisfy the hours guarantee, it is only excused from supplementing workers' wages under narrow circumstances. If a worker "voluntarily abandons employment" or is "terminated for cause," and the employer also timely and properly notifies federal agencies, the employer may be relieved of the three-fourths guarantee. *Id.* § 655.122(n); *see* Information about the DOL Notification Process for Worker Abandonment or Termination for Cause for H-2A Temporary Agricultural Certifications, 76 Fed. Reg. 21,041 (Apr. 14, 2011) ("DOL Notification Process") (required notifications to Department of Labor); *see also* 8 C.F.R. § 214.2(h)(5)(vi)(B)(1); H-2A Petitioner's Employment-Related or Fee-Related Notification, 73 Fed. Reg. 77,047 (Dec. 18, 2008) ("USCIS Notification") (required notifications to Department of Homeland Security). However, the "factual basis underlying any notification provided" by an employer regarding a worker's departure "is subject to review during an audit or investigation," for "fraud, misrepresentation or other violations." 2010 Final Rule, 75 Fed. Reg. at 6914.

B. As Sun Valley Concedes, It Owes a Three-Fourths Guarantee to Four Workers Terminated in August.

Of the 44 workers Sun Valley terminated in August 2015, the Administrator determined that Sun Valley violated the three-fourths guarantee with respect to four of those workers: Luna Gonzalez, Elizondo Soto, Raya Tapia, and Morales Acosta. PX-1, at 1; *see* Tr. 426:22–25, 639:14–25, 642:18–644:4. As Sun Valley belatedly and correctly conceded only after calling a "rebuttal" witness at trial, the Administrator's calculations are in fact, correct. Tr. 702:20–25, 704:1–5. Accordingly, Sun Valley owes $4,386.18 in back wages for these workers.

C. Sun Valley Owes a Three-Fourths Guarantee to the Nineteen Workers Who Involuntarily Departed in May After Sun Valley Discharged Them.

1. Sun Valley Terminated, or Alternately Constructively Discharged These Workers.

As all six of the relevant testifying worker witnesses made plain, Sun Valley terminated the group of nineteen workers who dared to speak out about their working conditions in early May 2015. Having already faced threats from Hernandez during their first days on the job that they would be sent home to Mexico, Sun Valley made good on that promise by firing them after they asked for an audience with Russell Marino, Jr.[42] Tr. 39:8–10, 65:16–17, 80:24–81:3, 107:18–20, 125:11–13, 125:21–23, 129:1–12; PX-3, at 101:16; PX-9, at 232:20–21, 233:12–15,

[42] Sun Valley has made great hay out of the workers' testimony that Joe Marino was not present. Tr. 62:2–4, 111:8–16. The workers' consistent testimony is unsurprising since Joe arrived late, Tr. 222:9, 724:3, and did not speak, Tr. 241:1–6. Sun Valley's point is particularly poorly raised since Russell Jr. previously testified at his deposition that Joe "was not there" at all. RX-12, at 137:17–23. Joe Marino's presence was surely unmemorable. As for Joe Marino's own testimony about the May meeting, it is patently not credible given his sudden recollection at trial after testifying at his deposition at length about his lack of recollection of the meeting, repeatedly and vehemently denying any specific memory. *See* Tr. 825:14–829:23.

258:17–23; PX-11, at 305:6–8.[43] As Marco Giovanny Maldonado, Gustavo Marquez Perez, and several others testified, at the end of the short meeting, the workers understood that Russell Jr. had decided that they were no longer necessary, would not be allowed to continue working, and "needed to leave."[44] Tr. 81:3, 107:21–108:1.

Accordingly, Sun Valley is liable to these nineteen workers in the amounts listed in PX-1, based on the damages methodology described above.

However, even if the Court determines that the workers were not formally discharged, Sun Valley is still liable for the three-fourths guarantee because these nineteen workers' were constructively discharged, given the objectively intolerable work and living conditions that they faced. *See Chertkova v. Conn. Gen. Life Ins. Co.*, 92 F.3d 81, 89 (2d Cir. 1996) (considering

---

[43] Sun Valley's defense that the workers departed voluntarily lacks credibility given Sun Valley's contemporaneous memorialization of patently false reasons for more than half of the workers' departure, on the supposed ground that they had a sick or injured family member, which all parties agree is not true. *See* JX-8, at 89–95, 102, 106, 107; PX-3-1, at 115; *see also* JX-8, at 98–100. Sun Valley's admittedly false notifications to government agencies of the reasons for other workers' departures in August cast further doubt on Sun Valley's account of the May workers' departure.

[44] Despite his "questionable" Spanish and his inability to speak with the most elemental grammar such as conjugation, Russell Marino, Jr. maintains that he spoke Spanish throughout this crucial meeting, and Hernandez claims not to have translated at all. Tr. 225:7–8, 225:14, 240:20–25, 724:22–24, 767:5–20; PX-15, at 456:15–22, 457:10–20. Even if there was a miscommunication caused by a language barrier, Respondent is liable for the impression it caused. Courts have held employers liable for terminating workers who raised complaints about terms and conditions of employment even absent employers' subjective intent to fire their workers, when miscommunications resulted in the terminations. *E.g. Sup. Farming Co. v. Ag. Labor Relations Bd.*, 198 Cal. Rptr. 608, 618 (Ct. App. 1984).

The Court need not definitively determine whether Sun Valley fired the workers intentionally, without knowing it because of a miscommunication, or through creating objectively unreasonable work conditions. *See* Tr. 538:13–25 (Investigator Perez testimony that in earlier interviews, some workers explained that they were terminated and others explained that they were constructively discharged). In any of these scenarios, the workers were discharged and are owed the back wages that the Administrator has computed for Sun Valley's violation of the three-fourths guarantee. *See Chertkova*, 92 F.3d at 96.

actual discharge and constructive discharge as alternative arguments and concluding that a reasonable factfinder could conclude that workers were discharged under either framework).

"Under the constructive discharge doctrine, an employee's reasonable decision to resign because of unendurable working conditions is assimilated to a formal discharge for remedial purposes." *Pa. State Police v. Suders*, 542 U.S. 129, 141 (2004). "The inquiry is objective: Did working conditions become so intolerable that a reasonable person in the employee's position would have felt compelled to resign?" *Id.*; *see* WHD Bulletin No. 2012-1 (Feb. 28, 2012) (applying constructive discharge doctrine to H-2A context).[45]

Sun Valley subjected these nineteen workers to "unendurable working conditions." *Suders*, 542 U.S. at 141. First, although the Job Orders stated that the workday was seven hours on weekdays and only five hours per weekend and that workers would "not be required to" work additional hours, JX-1, at 1, 9 ¶ 11; JX-3, at 42, 50 ¶ 11, Sun Valley required the asparagus pickers to work, continuously "crouched," upwards of ten to twelve hours most days, often without rest periods. Tr. 17:5–25, 90:8–12, 91:2–4, 139:5–8, 139:9–15, 238:23–239:2, 257:6–9; PX-3, at 68:22–70:1, 70:14–71:1. Sun Valley regularly denied them breaks, and even penalized their requests for breaks by threatening to send them back to Mexico if they did not pick up their work pace. Tr. 138:11–19, 148:10–16; PX-5, at 125:9–13. For their part, the workers had no objection to working the 40 weekly hours specified in the Job Orders, or more, performing the same asparagus work they had been assigned, but some had concerns about being forced to work "extra overtime" given the physical demands. PX-11, at 301:4–5; *see id.* at 324:20–325:3 ("Q: How many hours a week were you willing to work cutting asparagus at Sun Valley? A: At least 40 hours.").

[45] https://www.dol.gov/whd/FieldBulletins/fab2012_1.pdf.

Moreover, many of the housing and field sanitation conditions were "intolerable and violate[d] applicable safety and health standards," particularly during the short period the nineteen workers labored in late early and early May. *See* WHD Bulletin No. 2012-1, at 5. During that time, there were no bathroom facilities whatsoever in Sun Valley's fields. Tr. 18:17–19, 91:9–10, 139:16–17; *see* PX-3, at 91:12–23; PX-9, 216:5–10, 220:24.[46] As a result, workers had to "hold it or run towards the trees" to urinate or defecate in or near the fields, a "complete odyssey." PX-9, at 212:3–9, 216:5–10; PX-11, at 274:19–24. Other workers such as Jose Manuel Baltazar Cheguez felt they "couldn't leave the field at all" to take the time to relieve themselves, so "had to wait until [they] were finished" working entirely to use the bathroom. Tr. 139:16–17. Adding to the grueling environment, the workers also endured periods when Sun Valley provided no drinking water. Tr. 19:5–7, 139:21–22; *see also* PX-5, at 19:12–15; PX-9, at 216:11–12; PX-3, at 73:5–13. Such conditions violated basic field sanitation requirements for potable drinking water and toilet and handwashing facilities. 29 C.F.R. § 1928.110(c)(1)–(2).

When Sun Valley's workers retired at the end of each day, having been exposed to long hours in the sun, dirt, and around pesticides, they did so in a housing facility that Sun Valley maintained in miserable conditions. In addition to the broken screens and uncovered cans that encouraged the presence of insects in the dorm rooms and bathroom, the unclean mattresses on the floor, and the inadequate hot water, *see infra* Section VII, the bathrooms were in the "worst condition," PX-9, at 226:20–21.

> There was shit on the walls and on the toilets like rubbed on the walls --- on the toilets. There was toilet paper everywhere, dirty toilet paper everywhere. Some would piss outside of the toilets. In the showers there was even dirt, mud, hair,

[46] Although Sun Valley disputes this point, Tr. 720:5–6, the workers' testimony to the contrary is simply overwhelming.

> human hair everywhere. Where you would wash your hands, the sinks were all tarnished. There was also like water everywhere. Water and hair everywhere.

PX-5, at 142:21–143:5. Structurally, the toilets were unstable; "they were tilted and they moved." Tr. 103:20–23. Moreover, there was little to no privacy; there were no doors separating the toilets, and some did not even have any separation, let alone a plastic curtain in between. Tr. 29:25–30:2, 163:23–25. Such deplorable conditions violated Sun Valley's obligation to provide "clean and sanitary" bathing and handwashing facilities." 20 C.F.R. § 654.412(a). And when the workers were transported in vehicles between the dorm and fields, they were further exposed to unsafe conditions, in violation of applicable safety standards. *See infra* Section VIII. It is simply unreasonable to expect workers to remain and work under such "intolerable" conditions. *See* WHD Bulletin No. 2012-1, at 5. Accordingly, separate and apart from the mandatory overtime, these conditions establish a constructive discharge.

What's more, Sun Valley's workers made diligent efforts to present their concerns about many of these unreasonable conditions to Sun Valley, in an effort to provide Sun Valley the opportunity to ameliorate the deplorable conditions. Tr. 33:23–34:6 (Maldonado), 90:16–91:1, 106:18–107:4, 122:7–13 (Marquez Perez), 147:9–15 (Baltazar Cheguez), 303:11–21 (Zavala Almanza); PX-3, at 99:19–100:2 (Cervantes Ramirez); PX-11, at 319:11–320:2 (Garcia Dominguez). Although not a necessary element of a constructive discharge claim, employees' complaints to management are often considered "significant" probative evidence of such a claim. *See Clowes v. Allegheny Valley Hosp.*, 991 F.2d 1159, 1161 & n.6 (3d Cir. 1993) (explaining that reasonable employees tend to raise complaints under objectively intolerable conditions).

While Sun Valley repeatedly emphasized at trial that another approximately twenty workers remained working in the miserable conditions at Sun Valley after the nineteen were discharged, *see* Tr. 63:16, 223:20–21, this argument is misplaced. The constructive discharge

inquiry is an objective one, *Suders*, 542 U.S. at 141, and does not look to whether some workers decided to endure awful conditions, for instance out of economic pressure to earn a better wage than they could have in Mexico. What matters is whether the workers who actually departed did so after enduring objectively intolerable conditions. *See Suders*, 542 U.S. at 141. Moreover, it makes perfect sense that the nineteen workers were the only ones to depart in May, as they were the ones who actually raised concerns about their working conditions, sought the meeting with the Marinos, and attended the meeting, and had their complaints ignored.

Whether formally terminated or constructively discharged, none of the nineteen workers who departed Sun Valley in May 2015 "voluntarily abandon[ed] employment" or were "terminated for cause." *See* 20 C.F.R. § 655.122(i)(5). Accordingly, Sun Valley is liable for back wages in the amounts listed at PX-1. *See also* JX-7, at 88 (listing the 19 discharged workers).

2. The Administrator's Back-Wage Computations for the Discharged May Workers Are Reasonable.

The Administrator's back wage calculations are reasonable and should be upheld. Investigator Perez followed a uniform method for calculating back wages for all workers owed the three-fourths guarantee. Tr. 430:1–3.[47] Based exclusively on Sun Valley's own weekly payroll records, which set forth the number of daily and weekly hours worked by each employee in question, Investigator Perez determined the employees for which Sun Valley did not satisfy the three-fourths guarantee in the following manner. Tr. 438:12–21; *see generally* Tr. 310:24–311:14, 419:23–420:15, 438:12–21, 628:9–25; PX-41, at 1227.

[47] The Court admitted PX-1, as well as PX-2, as summaries of voluminous records pursuant to Federal Rule of Evidence 1006 and 29 C.F.R. § 18.1006, Tr. 584:23-585:14, and Respondent failed to introduce any evidence rebutting the accuracy of these summaries, Tr. 968:13-24.

First, to determine the "total period," § 655.122(i)(1), on which the guarantee was based for each H-2A worker employed by Sun Valley in 2015, Investigator Perez determined the start date of the first weekly pay period in which a worker was paid in 2015. Tr. 428:15–16; PX-1 ("Start of First Pay Period" column). Investigator Perez used that date as a consistent, reasonable estimate of the worker's start date because Sun Valley's payroll records did not list workers' actual arrival dates, and because many workers had several idle days after their arrival at the farm before they began working (and being paid). Tr. 525:16–17, 531:21–24, 610:21–611:14, 634:23–635:22; *see id.* at 43:9–11, 81:13–16 (Maldonado testimony).[48]

Next, he used Sun Valley's job orders to determine the length of the workdays (7 hours on weekdays and 5 hours on weekends), for a total of 40 work hours per week, and to determine the end of the guarantee period (October 10, 2015).[49] Tr. 420:16–20, 523:15–16; *see* JX-1, at 1, 9 ¶ 11; JX-3, at 42, 50 ¶ 11; *see also* 20 C.F.R. § 655.122(i)(1) (defining "workday" with reference to the "number of hours in a workday as stated in the job order"). Then, for each worker, Investigator Perez computed the total number of weeks from the start to the end of the guarantee period, expressed as a number of hours. Tr. 428:19–23; PX-1 ("Weeks" column).[50] Before converting the number of workday weeks to a number of workday hours, he determined which

[48] The H-2A regulations provide that the "total period" for three-fourths-guarantee purposes starts with "the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later." 20 C.F.R. § 655.122(i)(1).

[49] One page of each Job Order stated that Saturday was a five-hour workday (with no work required on Sunday), JX-1, at 9; JX-3, at 50, but another page of each of the same job orders stated that Sunday was a five-hour workday (with no work required on Saturday), JX-1, at 1; JX-3, at 42. This inconsistency in Sun Valley's Job Orders is immaterial to Sun Valley's liability.

[50] For each worker, the number of weeks ends in a fraction of 0.525 (21/40 hours) because Sun Valley's pay period began on a Wednesday, and the last day of the job order was Saturday, October 10, 2015, which Investigator Perez treated as a non-workday. Tr. 523:10–24, 524:3-5; *see* JX-1, at 1; JX-3, at 42 (job orders specified that Saturday was not a workday).

federal holidays fell within the workers' contract period and should be excluded from the guarantee period. *See* 20 C.F.R. § 655.122(i)(1)(i), (iii); Tr. 428:23–429:1.[51] He then multiplied the "Weeks" column by the "Job Offer Hours per Week" column, before subtracting the "Federal Holiday(s) Hours" column, to yield the "Total Workday Hours Between First Pay Period and Contract End." PX-1; *see* Tr. 429:2–4. That column, multiplied by 75%, yields the number of work hours Sun Valley agreed to guarantee each worker in 2015, and appears in the "3/4 Guarantee" column in PX-1. Tr. 429:4–9.

Based on Sun Valley's payroll and time records, Investigator Perez copied the total number of hours each employee worked all season into the "Hrs Wrked" column on PX-1. Tr. 429:13–15, 438:17–439:5.[52] For each of the workers listed on PX-1, the "Hrs Wrked" column falls below the "3/4 Guarantee" column by the number of hours shown in the "Variance" column. Tr. 429:13–15. In other words, Sun Valley violated the three-fourths guarantee by that number of hours, for each of the workers shown in PX-1. The corresponding back wages for

---

[51] For workers who arrived at Sun Valley before Memorial Day, Monday May 25, 2015, 7 federal holiday hours were excluded from the total guarantee period. For these and all other workers, 7 federal holiday hours were excluded from the total guarantee period for Labor Day, Monday, September 7. 20 C.F.R. § 655.103 (defining Federal holiday) (citing 5 U.S.C. § 6103).

[52] Sun Valley maintained two separate types of payroll records: "payroll run inquiry check view," of which PX-23 are a sample, Tr. 422:2–21, 633:10–14, and "payroll summary" records, of which PX-24 and PX-25 are a sample, Tr. 634:1–4. Sun Valley did not produce complete sets of either type of record, so Investigator Perez used a combination of these payroll records. When Investigator Perez reviewed the "check view" records, he used the "hours column" to determine the number of hours employees worked on each day. Tr. 634:7–10. When he reviewed the "payroll summary" records, he used the "REG" column to determine the number of hours employees worked each day. Tr. 634:11–17. Sun Valley's own payroll witness confirmed that Investigator Perez reviewed the correct columns of the payroll records and correctly disregarded the confusingly named "total time" column, which on occasion reflected fewer hours than employees actually worked because of a "glitch." Tr. 689:19–691:1; *see also* PX-22, at 847–849 ¶¶ 4–7 (Respondent's interrogatories explained that total hours worked appear in the "hours column" and "REG" columns of the respective payroll records).

each worker are the number of hours in the "Variance" column multiplied by $11.29, the minimum hourly wage Sun Valley was required to pay its H-2A and corresponding workers in 2015 for periods that workers were paid on an hourly basis. Tr. 430:4–13.[53]

Sun Valley's suggestion that the guarantee here should be based on estimated offers of work rather than actual work is meritless. Initially, Sun Valley did not keep *any* records of hours of work allegedly *offered* to its employees, or the reasons that employees did not work on particular days, as Sun Valley's witnesses admitted at trial. Tr. 683:22–684:9, 705:13–706:1, 706:8–13; *see* Tr. 585:16–21, 645:24–646:3, 648:16–649:5. In fact, Sun Valley did not use its ostensibly state-of-the-art payroll system to keep track of such information. Tr. 683:22–684:9, 705:13–706:1, 706:8–13. Accordingly, pursuant to the H-2A regulations, the Administrator measured Sun Valley's three-fourths guarantee liability based on the number of hours employees actually worked, rather than the hours Sun Valley "offered." *See* Tr. 431:9–16, 432:19–23; 20 C.F.R. § 655.122(i)(3) ("An employer seeking to calculate whether the number of [guarantee] hours has been met must maintain the payroll records in accordance with this subpart."); *id.* § 655.122(j) (enumerating required records, including of "the number of hours offered each day by the employer (broken out by hours offered both in accordance with and over and above the three-fourths guarantee . . ."); *Global Horizons III*, slip op. at 40–41, 63, 77, 88–92 (basing three-fourths guarantee liability on records of "hours actually worked" where an employer's records

[53] In fact, given Sun Valley's hybrid hourly/piece rate system, the Administrator could have used a higher rate to calculate the three-fourths guarantee. That is so because for piece rate workers, an "employer must use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the guarantee." 20 C.F.R. § 655.122(i)(2); *see* ALJ Ex. 1 ¶ 16 ("Sun Valley promised to pay [its] employees $11.29 per hour or at a piece rate, whichever was *higher*") (emphasis added); *see also, e.g.*, PX-24, at 929 (payroll showing higher piece rate earnings that could have been used to determine amounts average hourly earnings due pursuant to the guarantee).

"failed to identify the number of hours offered broken out by offers in accordance with and over the three-quarters guarantee").

Given Sun Valley's failure to maintain accurate and complete records of hours offered pursuant to the regulations, it is of no moment that some workers may have missed work because they caught chicken pox from unclean mattresses at Sun Valley, Tr. 554:20–555:1; PX-7, at 170:12–15, or suffered injuries on the job, Tr. 555:2–21. The regulations required Sun Valley to document any such reasons as part of its payroll records in 2015. 20 C.F.R. § 655.122(j)(3) ("To assist in determining whether the three-fourths guarantee . . . has been met, if the number of hours worked by the worker on a day during the work contract period is less than the number of hours offered, as specified in the job offer, the records must state the reason or reasons therefore."); *see id.* § 655.122(j)(1), 655.122(i)(3). Having failed to keep the records, Sun Valley cannot now be heard to complain that its compliance can be inferred from looking at other workers' hours. Tr. 556:9–557:16, 585:16–21. No inference from other workers' payroll can be made, in the absence of the required records. 20 C.F.R. § 655.122(i)(3).

Equally in bad faith is Sun Valley's suggestion that it kept all required records but the Administrator's representatives simply failed to use magic words to request those records during the investigation. Tr. 649:20–22. Respondent's insinuation is particularly disingenuous given the admissions of not only Sun Valley's own payroll specialist, but of Joe Marino, that no records of hours offered ever existed. Tr. 833:22–834:8. Respondent had the opportunity and the obligation to produce such records during the investigation and during this litigation, and never did so despite repeated requests. *See* Tr. 650:3–6; PX-41, at 1227–28 (requesting all time and payroll records); PX-20, at 818–19 ¶¶ 7–8.

D. Sun Valley Also Owes a Three-Fourths Guarantee to Jose Islas Larraga.

The Administrator also determined that Sun Valley owes $2,751.94 in back wages to Jose Islas Larraga, whose last date of work at Sun Valley was June 9, 2015. PX-1. Sun Valley owes this worker the unpaid three-fourths guarantee for two reasons.

First, the company never provided the required notice to government agencies that Mr. Islas Larraga was no longer working at Sun Valley. Tr. 419:12–21, 436:4–10; *see* PX-39, at 1189–1216 (Islas Larraga absent from full set of notifications). If, as Sun Valley again wildly speculates, Tr. 558:21–561:10, Mr. Islas Larraga had in fact "voluntarily abandon[ed] employment before the end of the contract period, or [wa]s terminated for cause,"[54] Sun Valley would have been relieved of paying the guarantee had the company also provided timely notice to the Departments of Labor and of Homeland Security, including of the accurate reasons for his departure. 20 C.F.R. § 655.122(n); DOL Notification Process, 76 Fed. Reg. at 21,041. But Sun Valley did not provide this required notice — not late, and not ever. No amount of inadmissible speculation for the reasons Mr. Islas Larraga stopped working can overcome Sun Valley's failure to advise the Department of the fact of Mr. Islas Larraga's departure, and the reasons therefor.

Second, Mr. Islas Larraga's short time at Sun Valley overlapped with the nineteen workers discharged in May, and he suffered under the same objectively unreasonable working conditions. *See* PX-1, at 1 (Islas Larraga worked from April 29 to June 9). Accordingly, even

[54] Further undermining Sun Valley's position, in response to the Administrator's interrogatories regarding any workers who resigned voluntarily or were terminated for cause, Sun Valley did not identify Mr. Islas Larraga. PX-21, at 836–837 ¶¶ 9–10.

assuming that he left of his own accord, it is only reasonable to conclude that he was constructively discharged.[55]

E. A Civil Money Penalty of $1,350 for Sun Valley's Pattern of Three-Fourths Guarantee Violations is Eminently Reasonable

The Administrator assessed a single $1,350 civil money penalty for each of Sun Valley's failures to satisfy the three-fourths guarantee during the 2015 season. JX-10, at 161. This penalty was based on the Administrator's reasoned consideration of all applicable factors. *See* Tr. 856:4–857:21, 935:21–937:2. The Administrative Review Board has upheld a substantially larger penalty assessment, issued on a per-worker basis for three-fourths guarantee violations. *See Global Horizons III*, slip op. at 136–137 (upholding a $32,500 penalty calculated on a per-worker basis). Given Sun Valley's three separate failures to meet the three-fourths guarantee with respect to twenty-four workers, the $1,350 penalty is more than reasonable and independently supported by each instance of Sun Valley's three-fourths guarantee violations — including the violation for the August-terminated workers that Sun Valley has finally conceded.

Although Sun Valley has emphasized its efforts to upgrade its payroll system, *e.g.*, Tr. 798:3–21, the Administrator was well within his discretion to determine that Sun Valley was not entitled to application of mitigating factor 4 for any efforts to comply in good faith with the three-fourths guarantee regulation. Tr. 857:15–23. While Joe Marino testified about the "pretty slick" and "very awesome" computer upgrade, Tr. 795:22–796:4, 798:4–5, Sun Valley's payroll specialist admitted that the system did not track hours offered and reasons that workers did not

[55] Unlike in *In re Peroulis & Sons Sheep, Inc.*, there is ample evidence that Islas Larraga did not "voluntarily" abandon his employment, and the Administrator therefore does not seek back wages "solely because [Sun Valley] failed to give written and timely notice" of Islas Larraga's departure. *See In re Peroulis & Sons Sheep, Inc.*, ARB Case No. 2013-0083, at 5–6 (DOL Admin. Rev. Bd. June 16, 2015). The Administrator's approach here is consistent with *Peroulis & Sons Sheep, Inc.* and the WHD Bulletin No. 2012-1 discussed therein.

perform work on particular days as required by the regulations. Tr. 705:13–706:13; *see* Tr. 825:1–3. Nor did Sun Valley present any evidence, whether at the final conference or at trial, that its computer upgrades were designed to track compliance with *any* aspect of calculating the three-fourths guarantee or related recordkeeping requirements.

Moreover, Sun Valley utterly failed to offer a valid explanation for its three-fourths guarantee violations, and the Administrator was within his discretion not to reduce the penalty based on mitigating factor 5. Indeed, through the final day of trial, when counsel finally conceded some of the three-fourths guarantee violations, Sun Valley vigorously asserted that it had complied with the three-fourths guarantee with respect to the terminated August workers, even after being presented with overwhelming evidence to the contrary during discovery and through summary judgment briefing. Similarly, Sun Valley has continued to deny responsibility for the three-fourths guarantee violation for the discharged May workers. For these reasons, whether Sun Valley also pointed to the false departure forms should not affect the calculation of this separate civil money penalty for the three-fourths guarantee. *Cf.* Tr. 918:14–15.

VI. Sun Valley Attempted to Coerce Workers to Waive Their Rights by Signing False Forms, Warranting $1,350 in Civil Money Penalties.

Sun Valley sought to have workers waive their rights to the three-fourths guarantee when Sun Valley terminated workers in May and again in August 2015. In particular, Sun Valley created false records of the workers' departure, in an attempt to immunize the company from three-fourths guarantee liability. In doing so, Sun Valley violated 29 C.F.R. § 501.5, which

prohibits any "person" from "seek[ing] to have" any H-2A worker waive rights pursuant to 20 C.F.R. part 655, subpart B, including § 655.122(i).[56]

As described above, Sun Valley provided both the May- and August-terminated workers with forms falsely memorializing that the workers "do hereby resign [their] job[s]." For both groups, Russell Marino, Jr. and Hernandez personally brought the forms to the workers and demanded that they sign, even though many of the workers were hesitant to do so. Tr. 83:10–13, 108:7–11, 109:25–110:15, 149:13–14, 225:23–25, 274:9–12, 21–23, 732:15–16, 768:24–769:4, 769:13–20. To convince them to pick one of the inapposite and false choices, Russell Jr. and Hernandez misrepresented that signing the form "was for [Sun Valley] not to be in trouble and for [the workers] also not to get in trouble." Tr. 149:4–9, 155:15–19; PX-11, at 304:18–305:12; PX-13, at 357:4–6. The illogical checked boxes throughout JX-8, including that the majority of the workers left because of an ill or dead relative, are the result of Russell Jr.'s and Hernandez's heavy hands: first in deciding to distribute predicated on an inaccurate premise (that workers were resigning in the first place), and then introducing a further falsity by guiding many of the workers to indicate nonsensical reasons for their departure.

Consistent with the false information that the workers filled out at Sun Valley's direction, Sun Valley, through its agent National Agricultural Consultants, sent false notifications to government agencies regarding the groups of workers whose employment ended, in both May and August. These e-mails official notified the U.S. Departments of Labor and Homeland Security that the workers left voluntarily, rather than after being terminated. PX-39, at 1191–95,

[56] Because the Administrator need prove only that Sun Valley sought to have *any* workers waive their rights, *see* § 501.5, the Administrator is entitled to judgment in his favor on this claim as long as the Court determines that Sun Valley violated the regulation as to a single worker.

1198–1200 (notifications); Tr. 409:5–12, 748:20–24, 753:12–754:2; *cf.* Tr. 754:23–24 (concession that the August workers were "terminated without cause").

By securing the workers' signatures on the false forms, and then submitting information to government agencies founded on those forms' content, Sun Valley succeeded in obtaining so-called "proof" "[t]o cover, so [the Marinos were] covered . . . to protect against" litigation, as Russell Jr. put the point. PX-15, at 475:1–8. Indeed, the forms had no other purpose. There was nothing standard or required under relevant law about the options that Sun Valley listed on the forms, let alone requiring workers to complete any form. *See* 8 C.F.R. § 214.2(h)(5)(vi)(B)(1) (no form required), 20 C.F.R. § 655.122(n) (same), DOL Notification Process, 76 Fed. Reg. 21,041 (same), USCIS Notification, 73 Fed. Reg. 77,047 (same). For that reason, Sun Valley's protest that National Agricultural Consultants, its agent, created the form cannot insulate Respondent from liability. Tr. 732:7–12. Not only is Sun Valley responsible for its agent's conduct, it is also responsible for tailoring any documents provided by its agent to the actual circumstances at issue. JX-2, at 31 ("**I take full responsibility** for the accuracy of any representations made by my agent . . . .") (emphasis in the original); JX-4, at 70 (same); *see* JX-2, at 39–41; 20 C.F.R. § 655.135. Moreover, whether Sun Valley actually proceeded to rely on the signed forms at the final conference to defend against the separate three-fourths guarantee violation, Tr. 549:2–550:2, 920:19–921:7, is also entirely beside the point. Because 29 C.F.R. § 501.5 prohibits *attempts* to coerce workers to waive their rights, the violation was complete when Sun Valley convinced the workers to sign the form.

For the coercion violation, the Administrator assessed $1,350 in civil money penalties. JX-10, at 162. Having given due consideration to all relevant facts and circumstances, the Administrator determined that only the first mitigating factor should be applied, since this was

Sun Valley's first coercion violation under the H-2A regulations. Tr. 858:22–861:16. This assessment should be upheld as reasonable, given the serious nature of Sun Valley's attempt to induce workers to sign forms that were "not an accurate description or not an accurate portrayal of . . . the actual circumstances" of the workers' departure. Tr. 861:13–16.

VII. Sun Valley's Substandard Housing Violated 20 C.F.R. § 655.122(d)(1)(i), and the Administrator's Reasonable $3,600 CMP Assessment Should Be Upheld.

During its investigation of Sun Valley in late July 2015, the Wage and Hour Division found five specific housing violations, each of which exposed Sun Valley's vulnerable migrant workers to unacceptable health and safety risks. The evidence presented at the hearing establishes the company's liability for these violations pursuant to the H-2A regulations.

Sun Valley was required to provide housing to its H-2A and domestic workers that was compliant with Employment and Training Administration housing standards, codified at 29 C.F.R. §§ 654.404 through 654.417. *See* 20 C.F.R. § 655.122(d)(1)(i).[57] These very basic standards date to 1951 and have not been significantly updated since 1968. Workforce Innovation and Opportunity Act (Notice of Proposed Rulemaking), 80 Fed. Reg. 20,690, 20,812 (Apr. 16, 2015). Significantly, housing built since early 1980 must comply with more recent and "more modern" OSHA standards, which "provide for superior standards of safety and habitability." *Id.*; *see* 20 C.F.R. §§ 655.122(d)(1)(i), 654.401(a).[58]

---

[57] The ETA standards were revised slightly in 2016, solely to "updat[e] outdated terminology." Workforce Innovation and Opportunity Act, 81 Fed. Reg. 56,072, 56,280 (Aug. 19, 2016). This brief cites to the version of the ETA regulations in effect in 2015.

[58] The parties agree that the older, less stringent ETA standards apply in this case. Tr. 597:4-12; ALJ Ex. 1 ¶ 20. Although the Department has proposed eliminating the grandfathering provisions for the ETA regulations, the most recent rulemaking left the ETA standards in place for pre-1980 housing. Workforce Innovation and Opportunity Act, 81 Fed. Reg. at 56,281.

The older ETA standards, applicable here, were issued after a legislative and rulemaking process finding that farmworker housing had "frequently been overcrowded, unsanitary, lacking beds and bedding, unheated, and a fire hazard." U.S. Att'y Gen. Op., Migrant Farm Labor – Wagner-Peyser Act, 1959 WL 3714, at *2 (July 2, 1959). The ETA standards represent the Department's earliest attempt to address "the experiences of the [state workforce] agencies [that] indicate that employees . . . have on many occasions been provided with inadequate, unsafe, and unsanitary housing conditions." 20 C.F.R. § 654.400(a).

The evidence at the hearing establishes that Sun Valley committed each of the five housing violations for which the Wage and Hour Division issued a specific citation.[59]

A. The Unscreened Bathroom Windows Exposed Farmworkers to Insects.

The ETA regulations require that "[a]ll outside openings" in Sun Valley's housing facility "be protected with screening of not less than 16 mesh." 20 C.F.R. § 654.408(a).

Sun Valley admitted this violation at the hearing. Hernandez agreed that the bathroom "windows don't have screens," so when the windows are open, "there's nothing preventing anything from going in and out from the window." Tr. 202:20–203:1. That was precisely the state in which WHD Investigators found Sun Valley's bathroom windows, one of which they photographed during the investigation. Tr. 324:3–4, 330:23–331:24; PX-28, at 1046–47. Not surprisingly, both WHD and workers observed considerable flying insects in the bathrooms. Tr. 30:6–7, 330:9–11.

Sun Valley's missing window screens plainly violated § 654.408(a).

[59] In addition to the specific violations that WHD cited, the Administrator adduced additional testimony from workers regarding unsanitary housing conditions, particularly during April and May 2015, a few months before WHD's July 21–22 investigation. Although WHD did not uncover or cite these violations during its investigation, the additional housing conditions are relevant to the three-fourths guarantee violation that WHD cited. *See supra* Section V.C.1.

B. The Ripped Dormitory Screen Doors Also Exposed Workers to Vermin.

Similarly, the ETA regulations require that "[a]ll screen doors . . . be tight fitting, in good repair, and equipped with self-closing devices." 20 C.F.R. § 654.408(b). As proven by several contemporaneous photographs and confirmed by Investigator Perez's testimony, at least two dormitory screen doors were ripped or had holes. PX-28, at 1048–52; Tr. 324:3–5. When Investigators Perez and Crudup inspected the worker housing, they found that some of the screens had become so separated from the door frames that their clipboard and pen easily passed through the gaps. Tr. 326:4–328:9; PX-28, at 1050–52. The doors also did not fully close. PX-28, at 1048–1050, 1054; *see* Tr. 326:8–13. These broken screens were a longstanding problem at Sun Valley, for which the Wage and Hour Division had previously cited a housing-related safety violation in 2013, Tr. 332:14–19, 599:6–12, among other years. While Sun Valley asserts that it had a regular maintenance practice, Tr. 173:3–17, 777:2–8, it clearly was not directed at these housing conditions.

There can be no question that Sun Valley was in violation of § 654.408(b) with respect to each of the torn or ripped screens, as well as the door's failure to close, on the date of WHD's housing inspection, July 21, 2015. Tr. 328:8–9.

Nonetheless, in attempt to deflect responsibility for this violation, Sun Valley has speculated that the workers must have torn the screens, Tr. 499:1–2, since the housing passed the New Jersey Department of Labor's inspection five months early, on February 25, 2015, RX-2, at 13; *see* Tr. 498:11–16. Respondent's "blame the workers" theory fails as a matter of law and as a matter of common sense.[60]

[60] Sun Valley has presented no evidence — nothing but wild speculation — that any workers caused any particular damage, or anything beyond normal wear and tear.

First, Sun Valley remained responsible for ensuring compliance with housing safety and health standards during the full growing season. It is precisely for that reason that the Department conducts post-certification inspections of H-2A employers once worker housing is occupied, a practice that "ensur[e]s H-2A employers provide housing meeting applicable standards to their workers." *See* 2010 Final Rule, 75 Fed. Reg. at 6910. Similarly, Russell Marino, Jr. personally promised that "during the period of employment" as a whole, Sun Valley would "provide for or secure housing for workers . . . that complies with the applicable local, state, or Federal standards and guidelines for housing." JX-2, at 30 ¶ 8(ii); *see* JX-2, at 31, 39; JX-4, at 69 ¶ 8(ii), 70, 78. The employer's obligation is an ongoing one, and any suggestion to the contrary is simply "ludicrous." *See Howard v. Malcolm*, 658 F. Supp. 423, 433 (E.D.N.C. 1987) (construing parallel MSPA provision); 20 C.F.R. § 655.135(e) (requiring that "[d]uring the period of employment," the employer shall "comply with all applicable Federal, State and local laws and regulations, including health and safety laws").

Second, it strains credulity that such extensive damage could have accumulated during the 2015 season without Sun Valley becoming aware of the problem. Sun Valley was on notice of the recurring torn screen problem since WHD issued a citation for the same violation in 2013. Tr. 332:14–19, 599:6–12; RX-23, at 325 ("screen doors need fixing, gaps in screen doors"). If, as Sun Valley asserts, Hernandez and other employees inspected the exterior of the housing facility once or twice a week, Tr. 173:3–17, 777:2–8, Respondent surely would have become aware of the torn screens and non-closing door. Nonetheless, Sun Valley took no meaningful steps to remedy the problem in the three months that workers occupied the housing before the July 21, 2015 investigation. Whatever efforts Sun Valley made to maintain other aspects of the worker housing, the company certainly turned a blind eye to the screens and doors.

Third, it does not make sense for an employer to escape liability for exposing workers to unsanitary conditions throughout the entire season simply because wear and tear might be a contributing factor. The regulations themselves contemplate that under appropriate circumstances, employers may charge workers for "damage caused to housing . . . not the result of normal wear and tear related to habitation." 20 C.F.R. § 655.122(d)(3). But that does not relieve the employer of the responsibility to protect its entire workforce from unsanitary conditions by "provid[ing] housing" that "meet[s] the full set of" applicable standards, 20 C.F.R. § 655.122(d)(1), and ensuring compliance throughout "the period of employment," JX-2, at 30 ¶ 8(ii); *see* JX-2, at 31, 39; JX-4, at 69 ¶ 8(ii), 70, 78.

C. The Exposed Refuse Bins Exacerbated the Unsanitary Conditions.

The ETA regulations further required that Sun Valley maintain "fly-tight, clean containers in good condition" near the worker housing. 20 C.F.R. § 654.414(a).

In 2015 Sun Valley provided large refuse containers but left them completely uncovered, without any lids whatsoever. Tr. 324:12–15, 329:1–10, 332:1–6; PX-28, at 1053–55. When Investigators Perez and Crudup conducted their housing inspection, they found no lids anywhere in sight of the garbage bins, which themselves were filled with some of the hundreds of empty cans of beverages workers consumed each day. Tr. 332:1–6; *see also* PX-33, at 1094; Tr. 603:15–604:12; Appendix A. The absence of lids violated the requirement that such containers be "fly-tight." 20 C.F.R. § 654.414(a); *see Howard*, 658 F. Supp. at 427 & n.10 ("garbage cans . . . without tops" violated OSHA's comparable "fly-tight" container requirement).

D. Sun Valley Also Failed to Provide Workers with Adequate Hot Water for Bathing and Handwashing.

Sun Valley was required to provide "all occupants" with "[b]athing and hand washing facilities, supplied with hot and cold water under pressure." 20 C.F.R. § 654.412(a). Adequate

bathing facilities are particularly important to protect farmworker health, given the "dust, dirt and pesticides" to which workers are generally exposed during long hours in the field each day. *See* Migrant and Seasonal Farmworker Powerlessness, Hearings before the Subcomm. on Migratory Labor of the S. Comm. on Labor & Pub. Welfare, 91st Cong. 4877 (1970).

Instead, Sun Valley's workers frequently found themselves without hot water to shower, leaving them with no option but to take cold showers. Tr. 30:8–11, 103:24–104:5; *see* PX-7, at 189:2–6; PX-11, at 288:2–6. Further limiting workers' handwashing access, two of the seven or eight sinks were entirely broken, as Hernandez even admitted. Tr. 199:22–200:2, 200:25–201:1. Hernandez further admitted that Sun Valley's hot water system could not accommodate all workers, but suggested that the workers could wait after the hot water ran out, to shower in successive turns. Tr. 203:2–6. Given that up to 100 workers would arrive back at the housing facility after 12-hour workdays, Sun Valley's further "blame the workers" approach to the inadequate hot water system is particularly misplaced here. It was entirely foreseeable — indeed, it was the design of Sun Valley's work schedule and mandatory meal plan — that workers would have limited time to shower between the end of work and meal time. Moreover, Investigator Perez found a lack of hot water in the sinks even outside of the afternoon shower rush. Tr. 330:14–22 (no hot water even after letting tap run for 2 to 3 minutes).

E. Sun Valley Failed to Provide Clean Mattresses to Two Workers.

Finally, the hearing evidence also supports WHD's citation of Sun Valley failing to provide appropriate "[s]leeping facilities . . . for each person . . . consist[ing] of comfortable beds, cots, or bunks, provided with clean mattresses." 20 C.F.R. § 654.416(a). "Any bedding provided by the housing operator shall be clean and sanitary." *Id.* § 654.416(b). During its investigation, WHD found that two workers were sleeping on mattresses placed directly on the

floor, an unsanitary location with "a lot of dirt [the workers] had to clean" themselves. Tr. 324:8–9, 329:11–330:3; PX-7, at 187:21–188:3; *see* PX-28, at 1056 (photograph). Sun Valley again speculates that the workers are to blame, and that they chose to move their mattresses from a bunk onto the crowded dormitory room floor. Tr. 494:16–20. Such speculation is not supported by any record evidence, and even assuming it were true, calls into question the adequacy of the bunks themselves. 20 C.F.R. § 654.416(a) (requiring that bunks be "comfortable"). In fact, worker testimony supports the Administrator's finding regarding the unsanitary conditions: some workers "got very sick with chicken pox," apparently "because the beds were very dirty." PX-7, at 170:13–19 (Silva Lopez testimony). The only reasonable conclusion from the credible evidence admitted at trial is that Sun Valley failed to provide an appropriate, clean, and comfortable place for at least two workers to sleep during the height of the season.

F. Sun Valley Is Liable for $3,600 in Civil Money Penalties for Its Housing Violations.

Pursuant to 29 C.F.R. § 501.19 (2016), the Administrator assessed a total of $3,600 in civil money penalties for Sun Valley's housing violations: $900 for the unscreened bathroom windows, $900 for the faulty dorm screen windows and doors; $900 for the uncovered garbage cans; $450 for the hot water shortage; and $450 for the unclean mattresses on the floor. JX-10, at 160; Tr. 861:18–862:6, 862:25–863:5, 938:20–939:13. The assessment of each of these penalties was well within the Administrator's discretion and should be affirmed.

For each of the housing violations, the Administrator determined that the CMPs should be calculated on a per-requirement basis, beginning with $1,500 as a starting point for each of the five cited violations. Tr. 862:11–13, 862:17–20. The Administrator then considered all seven factors enumerated in § 501.19, as well as the totality of the circumstances, and significantly reduced each penalty below the maximum. Tr. 862:13–16; *see generally* Tr. 862:17–866:23,

937:3–942:2, 943:22–945:8. Even though Sun Valley had violated some of the identical standards in a past MSPA investigation, the Administrator did not penalize Sun Valley for the repeated violation and applied the first mitigating factor, for a lack of history of violations specifically under the H-2A program. Tr. 863:17–19, 941:1–2. The Administrator also applied mitigating factors 6 (commitment to future compliance)[61] and 7 (no financial gain), even though Sun Valley had previously not remedied similar violations and saved money by failing to engage in regular maintenance. Tr. 864:11–16, 865:4–73, 866:1–5.

For the bathroom, dorm screen, and garbage can violations, the Administrator also exercised his discretion to further reduce the CMPs by 10% because there was no evidence that workers ultimately contracted a communicable disease from the conditions that contributed to the presence of insects. Tr. 864:16–25.

For the hot water and mattress violations, the Administrator also applied considerable leniency and found that factors 3 (gravity), 4 (efforts to comply), and the final, catch-all factor all mitigated the penalties. Tr. 865:15–19, 866:5–6, 941:3–6. In addition, mitigating factor 2 (number of workers) applied to the mattress violation, Tr. 865:9–12, and mitigating factor 5 (Respondent's explanation) applied to the hot water violation, *see* Tr. 456:13–25, 937:15–22, 941:15–942:2.

Given the severity of each of these violations, the reasonableness of the assessed penalties, and the Administrator's consideration of all the factors, the penalties should be upheld.

---

[61] While Sun Valley takes issue with the fact that WHD did not allocate its scarce resources to a never-ending investigation of Sun Valley's housing throughout the summer of 2015 to determine whether its housing may ultimately have come into compliance, Tr. 925:15–25, the Administrator in fact gave Sun Valley the benefit of the doubt here and assumed that it would remedy the problems, Tr. 864:11–13, 866:1–2, 925:1–5. That was the basis of applying the sixth mitigating factor. For that reason, Sun Valley has no basis to complain that further investigations of its housing could have led to any further CMP reduction.

See In re Urbina, No. 2000-MSP-0010, slip op. at 12–13, 16 (OALJ Dec. 12, 2001) (upholding similar penalties for many similar violations of the same ETA standards, under former MSPA regulations with a lower, $1,000 maximum per violation).

VIII. Sun Valley's Unsafe Transportation Violated 20 C.F.R. § 655.122(h)(4), Warranting $7,500 in CMPs.

Pursuant to 20 C.F.R. § 655.122(h)(4), "[a]ll employer-provided transportation" at Sun Valley was required to "comply with all applicable Federal, State or local laws and regulations, and" had to "provide, at a minimum, the same transportation safety standards . . . as required under 29 U.S.C. 1841 and 29 CFR 500.105." In addition to this obligation imposed by law, Russell Marino, Jr. personally assured compliance with these standards when he signed the TECs. JX-2, at 30 ¶ 8(v), 31, 39; JX-4, 69 ¶ 8(v), 70, 78; 20 C.F.R. § 655.135(e) (requiring that "[d]uring the period of employment," the employer shall "comply with all applicable Federal, State and local laws and regulations, including health and safety laws").

A. Unlicensed Drivers

Federal law requires that drivers of H-2A-employer-provided transportation have a "valid permit qualifying the driver to operate the type of vehicle driven by him in the jurisdiction by which the permit is issued." 29 C.F.R. § 500.105(b)(1)(iii) (incorporated by reference in 20 C.F.R. § 655.122(h)(4)). New Jersey law, in turn, prohibits driving on a "public highway" in New Jersey absent a license, permit, or supervision while enrolled in a driver's education course.[62] N.J. Stat. Ann. § 39:3-10 (2015); *Dep't of Law & Pub. Safety v. Bigham*, 119 N.J. 646, 648 (1990). New Jersey also specifically prohibits transporting migrant farmworkers by drivers who are not licensed in the United States or Canada: "[n]o person shall drive any motor vehicle,

[62] Sun Valley's vehicles operated outside of the farm property, on public roads. Tr. 606:3-16.

truck, truck-trailer or farm tractor or bus on or across any public highway unless he is the holder of a valid driver license from this State or any other state, territory, Federal District or Province of Canada wherein he is a legal resident and entitled to operate a motor vehicle." N.J. Admin. Code § 13:21-13.2.[63] The state regulation also requires that such drivers be 21 years old. *Id.*

Sun Valley violated these licensing provisions, causing unlicensed drivers to transport their coworkers for up to an hour a day, in fifteen-person passenger buses. During Wage and Hour's inspection in late July 2015, Investigator Perez requested that each driver provide his license for review, both directly from the drivers and from Hernandez. Tr. 392:1–18, 398:25–399:11. None presented U.S. or Canadian licenses. Tr. 401:4–14. Instead, two had only Mexican licenses. Tr. 391:23–25, 393:12–395:7; PX-30, at 1066, 1070–71. A third had only an *expired* Mexican license. Tr. 383:12–22, 390:17–391:10; PX-30, at 1064. The remaining two workers whom Wage and Hour observed transporting other workers in the school buses had no licenses at all — and admitted as much. Tr. 400:14–17.

Sun Valley insinuates that some of the five drivers *might* have had valid licenses in New Jersey but this suggestion flies in the face of the actual evidence: that when asked for their licenses, Hernandez and the drivers complied with Wage and Hour's requests and provided the only licenses they had. Tr. 383:18–22, 384:12–14, 391:11–13, 391:21–393:8. Certainly, Sun Valley had an incentive to provide the drivers' licenses at the time of the investigation, or even

[63] Sun Valley's farmworkers are all considered "migrant farm workers" in this sense, as they are "nonresident individual[s] who engage[d] in seasonal employment as a farm . . . worker during [a] period of seasonal employment." N.J. Admin. Code § 13:21-13.1. This regulation also overrides the more general New Jersey law that permits drivers to non-migrant farm workers to drive for up to a year within moving to New Jersey, if licensed in their home country. N.J. Admin. Code § 13:21-8.2(f).

subsequently, to demonstrate its compliance. The obvious explanation for the absence of any other proof of licensure is that there simply was none.

B. Broken Lights and Bald Tires

Sun Valley also committed another violation by transporting workers in a bus with a shattered rear turn signaling light, which did not operate when tested by the WHD Investigators, leaving no operational turn signals on the right rear side of the vehicle, in violation of federal and state law. Tr. 404:13–406:16; PX-29, at 1057. Under 29 C.F.R. § 500.105(b)(3)(ii), each of Sun Valley's vehicles was required to have "lighting devices," that included one "turn signal (rear)" on each side of the vehicle, 49 C.F.R. § 393.11.[64] Similarly, New Jersey law required two turn signals on the rear of each vehicle. N.J. Stat. Ann. § 39:3-61(a).

Additionally, as discussed above, three of Sun Valley's vehicles each had a worn-out tire, undermining the vehicles' traction and leaving them vulnerable to skidding off the road. Tr. 588:3–6, 607:9–11, 608:8–13; PX-29, at 1058–1063. Specifically, these tires' tread were worn so smooth that the tip of a ballpoint pen could not be inserted into the groove. Tr. 403:14–404:12; *see* PX-29, at 1059. These tires fell below minimum federal and state standards, which each prohibit the operator of motor vehicles with "tires which have been worn so smooth as to expose any tread fabric or which have any other defect likely to cause failure." 29 C.F.R. § 500.105(b)(3)(v); N.J. Admin. Code § 13:21–13.11(b) (nearly identical wording).

---

[64] For transportation safety standards related to lighting devices, the H-2A regulations incorporate by reference 49 U.S.C. § 3102, which has been renumbered as 49 U.S.C. § 31502. *See* 20 C.F.R. § 655.122(h)(4); 29 C.F.R. § 500.105(b)(3)(ii); Pub. L. 103-272 § 1(c), (e) (July 5, 1994); *see also McGuiggan v. CPC Int'l, Inc.*, 84 F. Supp. 2d 470, 480 (S.D.N.Y. 2000). Pursuant to 49 U.S.C. § 31502, the Secretary of Transportation promulgated 49 C.F.R. § 398.5. Section 398.5(b), in turn, provides that the relevant regulations regarding lighting devices are found at 49 C.F.R. Part 393 Subpart B, namely 49 C.F.R. § 393.11.

Although Sun Valley takes issue with whether WHD Investigators measured the exact depth of the tread, Tr. 535:9–10, 536:10–11, that is beside the point. In an effort to create confusion regarding the thorough investigation conducted in this case, Respondent seems to have confused the separate standard for tread depth under MSPA, 29 C.F.R. § 500.104(c) ("2/32 inch tread depth"), with the relevant federal and standards met here ("worn so smooth as to expose any tread fabric" or "any other defect likely to cause failure"). It was well within WHD's discretion to use a common-sense instrument such as a pen to document the tread's generally worn condition. *E.g.*, U.S. Dep't of Labor, Cultivating Compliance: An Agricultural Guide to Federal Labor Law 19 (using a penny to document "inadequate tire tread").[65]

C. The Court Should Uphold the Administrator's Reasonable and Considered Decision to Assess $7,500 in CMPs for Sun Valley's Transportation Safety Violations.

The Administrator assessed a total of $7,500 in civil money penalties for Sun Valley's transportation violations: $750 for each of three bald tires, $900 for each of five unlicensed drivers, and $750 for the broken rear turn signal. JX-10, at 160; Tr. 867:1–19, 870:14–15, 872:1–4. These penalties were reasonable under 29 C.F.R. § 501.19 and should be upheld as an appropriate exercise of the Administrator's discretion.

The Administrator considered all relevant factors, and as with the housing violations, reduced each penalty substantially below the regulatory maximum. *See generally* Tr. 867:1–873:15. Despite Sun Valley's prior transportation safety violations pursuant to the same substantive standards, the Administrator applied the first mitigating factor to all the transportation violations in 2015, since Sun Valley had not previously participated in the H-2A program. Tr. 868:13–16, 870:23–24, 872:10–11, 874:19–20. The Administrator applied the

[65] https://www.dol.gov/whd/FLSAEmployeeCard/AgGuideEnglish.pdf.

second mitigating factor, notwithstanding that the tire and driver license issues caused most if not all of Sun Valley's workers to be transported in unsafe buses. Tr. 868:17–22, 870:25–871:4, 872:10–11. The Administrator found the third mitigating factor applicable to the tire and light violations (but not the unlicensed drivers), even though even a single, partly worn tire would affect each vehicle's stability. Tr. 588:17–589:2, 871:5–10, 872:10–11. The Administrator also applied the sixth and seventh mitigating factors to each of the violations and reduced the penalties accordingly. Tr. 869:11–17, 871:17–23, 872:10–11.

These penalties are particularly reasonable in light of Hernandez's admissions regarding the continuing violations, Tr. 207:8–10, Sun Valley's longstanding practice of turning a blind eye to the unlicensed drivers, Tr. 205:16–23, 456:7–12, and Sun Valley's predecessor's past payment of CMPs for similar violations, Tr. 874:19–875:3.[66]

CONCLUSION

The credible testimony and evidence admitted at the hearing establishes overwhelmingly that Sun Valley violated numerous H-2A program requirements, notwithstanding its promises to comply. Most significantly, Sun Valley exploited its workforce by charging employees for undisclosed meals and allowing its supervisor to operate a company store and sell goods to its captive workforce at a profit. Accordingly, for all the reasons discussed above, the Court should find that Sun Valley:

[66] Because Sun Valley's vehicles were not being used to transport workers during the 2013 investigation, there is no evidence of whether Sun Valley used unlicensed drivers that year. No inference can be drawn in Sun Valley's favor from the lack of a citation during that investigation. Tr. 406:21–407:2.

(a) Violated 20 C.F.R. § 655.122(g), (p), and (q) by making false promises about kitchen access and failing to disclose the meal charges, and accordingly, for each of these violations independently, owes $128,285 in back wages;

(b) Violated 20 C.F.R. § 655.122(p) through Hernandez's sales of drinks and other items at a profit or in violation of state law, and accordingly owes $80,762.69 in back wages;

(c) Owes $ 198,450.00 in CMPs for its violations of § 655.122(g), (p), and (q);

(d) Violated 20 C.F.R. § 655.122(i) by discharging three groups of workers without paying the three-fourths guarantee, and therefore owes $142,728.22 in back wages and $1,350 in CMPs;

(e) Violated 29 C.F.R. § 501.5 by attempting to cause workers to waive the three-fourths guarantee, and accordingly owes $1,350 in CMPs;

(f) Violated 20 C.F.R. § 655.122(d) through its inadequate housing, warranting $3,600 in CMPs; and

(g) Violated 20 C.F.R. § 655.122(h)(4) through its substandard transportation and unlicensed drivers, warranting $7,500 in CMPs.

DATED: December 15, 2017
New York, New York

JENNIFER S. BRAND
Associate Solicitor for Fair Labor Standards

JEFFREY S. ROGOFF
Regional Solicitor

BY: _____
JACOB HEYMAN-KANTOR
Trial Attorney

_____
JASON E. GLICK
Trial Attorney

U.S. Department of Labor
Attorneys for the Administrator

Appendix A - Soft Drink Sales at a Profit

	Number of soft drinks purchased per day		Testimony
1	Dario Morales Acosta	3.5	"Q. So, typically, how many sodas or Gatorades would you drink in a day? A. Sometimes three or four." PX-13, at 341:13–42:15); *see also id.* at 341:19–22 (detailing the drinks he would have in a typical day).
2	Jose Manuel Baltazar Cheguez	3.5	"Three to four." Tr. 143: 22–24.
3	Carlos Cervantes Ramirez	3.5	"Three or maybe four." PX-3, at 72:11–13.
4	Hugo Leonel Cinta Tegoma	4	"I would buy two Monsters, a soda and water, a bottle of water" in a typical day. PX-9, at 217:18–20.
5	Miguel Angel Elizondo Soto	5.5	"Five or six, depending." PX-5, at 132:24–133:1
6	Hector Mishel Garcia Dominguez	5	"Four to five drinks." PX-11, at 276:13–277:16. "[H]ow often would you purchase five drinks a day instead of four drinks a day? A. It was almost every day." Tr. 14:23–15:2.
7	Marco Giovanny Maldonado	8	• Two to four in the morning. Tr. 23:16–18 (each morning he purchased "More than one. Maybe two, three, four."). • Three in the afternoon. Tr. 23:24–24:1. • One at lunch and one at dinner. Tr. 21:22–22:9.
8	Jose Luis Silva Lopez	3.5	"About three or four per day." PX-7, at 175:9–11.
9	Gustavo Marquez Perez	8.5	"Between eight or [sic] nine." Tr. 97:7–10.
10	Pedro Zavala Almanza	3.5	"Three to four." Tr. 269:9–12.

Appendix B - Illegal Beer Sales at a Profit

	Number of beers purchased per day		Testimony
1	Dario Morales Acosta	2.5 per week. Other workers: twenty per week.	He would purchase "Two to three Cerveza Modelo" per week. PX-13, 345:21–22. Other workers would purchase "Maybe 20 throughout the week." PX-13, at 347:19–22.
2	Jose Manuel Baltazar Cheguez	No estimate.	Tr. 145:7 ("They also sold beer."). *See also* Tr. 162:12–15.
3	Carlos Cervantes Ramirez	6 per week. (He would split a 24-pack four ways.)	"[T]he beer that you bought on the weekends . . . was that also purchased from Agustin? A. Yes. Q. How much did those beers cost? A. I think it was $20. 24 beers. . . . Q. Mr. Cervantes, when you paid $20 for beer, how many beers did that include? A. It was 24 beers. . . . We all bought those beers, we would give $5 each and we bought it together." PX-3, at 80:11–82:3.
4	Hugo Leonel Cinta Tegoma	Zero.	"I saw that other people would buy beer from him, but I didn't buy any." PX-9, at 219:10–12.
5	Miguel Angel Elizondo Soto	2 per week.	"I wasn't drinking a lot. I would buy approximately two beers a week." PX-5, at 142:6–7.
6	Hector Mishel Garcia Dominguez	Other workers: 7 per week.	Workers would purchase "One beer per night" PX-11, at 281:9–17; *but see* PX-11, at 283:13–16 (testifying that some would purchase 3–5 beers per weeknight).
7	Marco Giovanny Maldonado	12 per week.	He purchased beer twice — "A 12-pack of beer" (presumably both times he purchased beer) in his less than two weeks at Sun Valley. Tr. 25:18–26:1.
8	Jose Luis Silva Lopez	4.5 per week. Other workers: more than 4.5 per week.	He bought beer "about three days a week," and "one or two" per day. PX-7, at 180:21–181:5. Coworkers bought "more beer than I did." PX-7, at 182:7–21.
9	Gustavo Marquez Perez	Zero.	"No." Tr. 98:13–14.
10	Pedro Zavala Almanza	Practically zero.	"Only once I bought something, one beer." Tr. 269:6.

Appendix C
Revised Back Wage Computations as to Illegal Beer Sales at a Profit

	H-2A and Domestic Employees		Number of Weeks on Sun Valley Payroll[67]	Profit per Week[68]	Total Profit[69]
	Last name	First name			
1	Aguilar Caldera	Eliseo	11	$4.87	$53.57
2	Aguilar Marques	Irineo	11	$4.87	$53.57
3	Aguilar Soto	Trinidad	11	$4.87	$53.57
4	Aponte Rodriguez	Daniel	2	$4.87	$9.74
5	Aponte Rodriguez	Johnny	2	$4.87	$9.74
6	Arias	Baltazar	17	$4.87	$82.79
7	Arias	Ricardo	23	$4.87	$112.01
8	Arias Maya	German	24	$4.87	$116.88
9	Arroyo Alonso	Nicolas	9	$4.87	$43.83
10	Asencion Flores	Eusebio	17	$4.87	$82.79
11	Baltazar	Cheguez J	1	$4.87	$4.87
12	Blanco Aguilar	Oscar J	11	$4.87	$53.57
13	Carrera Cortez	Martin	23	$4.87	$112.01
14	Carrera Hernandez	Camilo	14	$4.87	$68.18
15	Castaneda	David	23	$4.87	$112.01
16	Cervantes Aguilar	Griseldo	11	$4.87	$53.57
17	Cervantes Cumplido	Rafael	11	$4.87	$53.57
18	Cervantes Ramirez	Carlos	1	$7.80	$7.80
19	Chargoy Escudero	Pedro	9	$4.87	$43.83
20	Cinta Tegoma	Hugo L	-	-	-[70]
21	Cruz	Delmar	13	$4.87	$63.31
22	Cruz Lopez	Javier	19	$4.87	$92.53

[67] "Number of weeks" is pulled directly from PX-2.

[68] Numbers in the "Profit per week" column was calculated by multiplying the $1.30 profit per beer, times:

- for testifying workers, the number of beers the worker testified to purchasing per week; and
- for non-testifying workers, the revised average of 3.75 beers purchased per week, based on employee testimony.

[69] "Total profit" is calculated by multiplying the number of weeks times the profit per week.

[70] The Administrator is not seeking back wages for illegal beer charges for employees who testified that they personally did not pay these charges.

23	Cruz Perez	Antonio	15	$4.87	$73.05
24	Cruz Reyes	Carlos	16	$4.87	$77.92
25	Cruz Reyes	Jose D	19	$4.87	$92.53
26	Cuellar Romero	Gustavo	9	$4.87	$43.83
27	Cumplido Aguilar	Juan M	11	$4.87	$53.57
28	De La Cruz Martinez	Eduardo	16	$4.87	$77.92
29	De La Cruz Morales	Rogelio	11	$4.87	$53.57
30	Del Angel Salas	Geovani de Jesus	16	$4.87	$77.92
31	Dominguez Cruz	Humberto	1	$4.87	$4.87
32	Elizondo Soto	Miguel A	9	$2.60	$23.40
33	Escovar	Jorge	21	$4.87	$102.27
34	Flores Flores	David	11	$4.87	$53.57
35	Flores Montero	Gilberto	11	$4.87	$53.57
36	Franco Varga	Oscar R	1	$4.87	$4.87
37	Galindo Cervantes	Honorato	11	$4.87	$53.57
38	Galindo Cervantes	Juan E	11	$4.87	$53.57
39	Galindo Reyes	Alfredo	11	$4.87	$53.57
40	Garcia Cardos	Erick G	9	$4.87	$43.83
41	Garcia Cervantes	Norberto	11	$4.87	$53.57
42	Garcia Delgado	Manuel	1	$4.87	$4.87
43	Garcia Dominguez	Hector M	-	-	-
44	Garcia Olarte	Demetrio	14	$4.87	$68.18
45	Garcia Ramirez	Omar	9	$4.87	$43.83
46	Garcia Raya	Jorge L	3	$4.87	$14.61
47	Godinez Barcenas	Adan	9	$4.87	$43.83
48	Gomes	Francisco J	12	$4.87	$58.44
49	Gomez Lopez	Fernando	11	$4.87	$53.57
50	Gonzalez Jaimes	Amadeo	24	$4.87	$116.88
51	Gonzalez Jaimes	Gaspar	13	$4.87	$63.31
52	Grijalva Ramos	Celso	3	$4.87	$14.61
53	Guillen Segovia	Armando	17	$4.87	$82.79
54	Hernandez	Fabian	22	$4.87	$107.14
55	Hernandez	Francisco	23	$4.87	$112.01
56	Hernandez	Roberto	8	$4.87	$38.96
57	Hernandez Hernandez	Felix Arturo	13	$4.87	$63.31
58	Hernandez Perez	Herlindo	9	$4.87	$43.83
59	Hernandez Perez	Jeronimo	11	$4.87	$53.57
60	Hernandez Perez	Rufino	19	$4.87	$92.53
61	Hernandez Sanchez	Ines	1	$4.87	$4.87
62	Hernandez Zavala	Luis A	9	$4.87	$43.83
63	Hurtado Olvera	Martin	9	$4.87	$43.83
64	Ibanez	Francisco A	23	$4.87	$112.01
65	Islas Larraga	Jose D	6	$4.87	$29.22
66	Jacobo Ramirez	Jose M	9	$4.87	$43.83
67	Jimenez	Raul	5	$4.87	$24.35

68	Jimenez Osornio	Jose Erick	23	$4.87	$112.01
69	Juarez Hernandez	Javier	1	$4.87	$4.87
70	Justiniano Soto	Carlos R	6	$4.87	$29.22
71	Lara Amador	Reymundo	22	$4.87	$107.14
72	Lara Amador	Vicente	17	$4.87	$82.79
73	Leon Hernandez	Ruben	24	$4.87	$116.88
74	Lopez	Ranulfo	22	$4.87	$107.14
75	Lopez Carrera	Modesto E	24	$4.87	$116.88
76	Lopez Carrera	Yreneo C	24	$4.87	$116.88
77	Lopez Cruz	Ricardo	19	$4.87	$92.53
78	Lopez Cruz	Victor	19	$4.87	$92.53
79	Lopez Lopez	Conrado	11	$4.87	$53.57
80	Lopez Lopez	Domingo	11	$4.87	$53.57
81	Lopez Mendez	Jose	9	$4.87	$43.83
82	Lugo Morales	Gabriel	11	$4.87	$53.57
83	Luna Gonzalez	Luis A	9	$4.87	$43.83
84	Magallanes Hernandez	Carlos	11	$4.87	$53.57
85	Maldonado	Marco G	1	$15.60	$15.60
86	Marquez Perez	Gustavo	-	-	-
87	Martinez Antonio	Valentin	23	$4.87	$112.01
88	Martinez Areliano	Efrain	23	$4.87	$112.01
89	Martinez Arellano	Cesar	24	$4.87	$116.88
90	Martinez Cervantes	Manuel	11	$4.87	$53.57
91	Martinez Paulino	Jose	14	$4.87	$68.18
92	Mendez Hernandez	Cristian	1	$4.87	$4.87
93	Mendoza Soto	Esteban	11	$4.87	$53.57
94	Morales Acosta	Dario	6	$3.25	$19.50
95	Ortega Vargas	Marcelo	1	$4.87	$4.87
96	Perez	Ramiro	11	$4.87	$53.57
97	Perez	Tomas	1	$4.87	$4.87
98	Perez Lopez	Domingo	19	$4.87	$92.53
99	Perez Vasquez	Conrado	11	$4.87	$53.57
100	Pinon	Jose L	17	$4.87	$82.79
101	Pinon Rangel	Francisco J	16	$4.87	$77.92
102	Pinon Roque	Omar	14	$4.87	$68.18
103	Ramirez	Lorenzo Domingo	12	$4.87	$58.44
104	Ramirez	Matias	16	$4.87	$77.92
105	Ramirez Chavez	Juan	9	$4.87	$43.83
106	Raya	Jose	14	$4.87	$68.18
107	Raya Garcia	Adan	23	$4.87	$112.01
108	Raya Tapia	Rodrigo	9	$4.87	$43.83
109	Reyes	Delfino Antonio	1	$4.87	$4.87
110	Reynoso	Adonias O	18	$4.87	$87.66
111	Reynoso Rodriguez	Elias	18	$4.87	$87.66
112	Reynoso Rodriguez	Jose L	22	$4.87	$107.14

113	Rios Bautista	Mateo	16	$4.87	$77.92
114	Rodriguez Jaimes	Armando	23	$4.87	$112.01
115	Rodriguez Velasquez	Jeines	18	$4.87	$87.66
116	Rodriguez Velasquez	Salvador	18	$4.87	$87.66
117	Romero Arrendondo	Alejandro	9	$4.87	$43.83
118	Rosales Lopez	Lucio	1	$4.87	$4.87
119	Sanchez Dolores	Venustiano	1	$4.87	$4.87
120	Sanchez Villasenor	Alejandro	24	$4.87	$116.88
121	Sanchez Villasenor	Saul	24	$4.87	$116.88
122	Santi Lopez	Carmelino	22	$4.87	$107.14
123	Santiago Mendoza	Isau	1	$4.87	$4.87
124	Santis Morales	Francisco	11	$4.87	$53.57
125	Santiz Perez	Rogelio	11	$4.87	$53.57
126	Santos Urquiza	Juan	13	$4.87	$63.31
127	Santoyo Castro	Ricardo	17	$4.87	$82.79
128	Silva	Alfredo L	23	$4.87	$112.01
129	Silva Llaguno	Andres	23	$4.87	$112.01
130	Silva Llaguno	Carlos	23	$4.87	$112.01
131	Silva Lopez	Jose L	9	$5.85	$52.65
132	Sonalo Guerrero	Tomas	1	$4.87	$4.87
133	Soto Gurrola	J Santos	11	$4.87	$53.57
134	Tapia Barbosa	Armando	9	$4.87	$43.83
135	Vallejo Rojas	Nocolas	2	$4.87	$9.74
136	Vargas	Diego	12	$4.87	$58.44
137	Vargas	Juan	12	$4.87	$58.44
138	Vargas Vargas	Octavio	23	$4.87	$112.01
139	Vargas Venegas	Alvaro	9	$4.87	$43.83
140	Vazquez Desion	Adrian	1	$4.87	$4.87
141	Velasquez	Esdras	7	$4.87	$34.09
142	Velasquez	Leny	23	$4.87	$112.01
143	Villasenor	Frediberto	23	$4.87	$112.01
144	Villasenor Vargas	Jose M	17	$4.87	$82.79
145	Zavala Almanza	Pedro	-	-	-
146	Zavala Jaimes	Humberto	21	$4.87	$102.27
147	Zeveleta Hernandez	Marcos	1	$4.87	$4.87
Total					**$8,972.61**

CERTIFICATE OF SERVICE

I, Jason E. Glick, an employee of the U.S. Department of Labor, in the Office of the Solicitor, Region II, 201 Varick Street, New York, New York, certify that on this 15th day of December 2017, I served the foregoing Administrator's Post-Hearing Brief, via email on:

Christopher J. Schulte, Esq.
cschulte@cj-lake.com

CJ Lake, LLC
525 Ninth Street N.W., Suite 800
Washington, D.C. 20004

Mr. Schulte has consented in writing to service by e-mail in this case.

Jason E. Glick

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
CHERRY HILL, NEW JERSEY

In the Matter of: ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR Plaintiff v. SUN VALLEY ORCHARDS, LLC Respondent	Case No: 2017-TAE-00003

RESPONDENT'S POST-HEARING BRIEF

CHRISTOPHER J. SCHULTE

Counsel for Respondent
Sun Valley Orchards, LLC



TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

INTRODUCTION 1

STATEMENT OF THE CASE 4

ARGUMENTS 7

I. Meals 7
A. Kitchen Facilities Were Available 7
B. The Workers Paid Mr. Hernandez, Not Sun Valley 8
C. Disclosure / Decision to Accept Employment 9
D. *Golden Horizons* and Double-Dipping Remedies 12
E. Agency Theory Does Not Apply Here 13
F. The Hernandez Meal Plan Was Reasonable 16
G. Estoppel / Laches / Mitigation 18

II. Drinks 19
A. H-2A Does Not Require Free Soft Drinks 19
B. Investigator Perez's "Creative" Calculations 21

III. Three-Fourths Guarantee Claims 23
A. Voluntary Abandonment of Work Voids the 3/4 Guarantee 23
B. The Later Departures Fail to Account for Hours Offered 28
C. Early Departure Notifications to DOL and DHS 30

IV. Housing 31

V. Transportation 33

VI. The CMP Calculations Are Rife With Errors and Overstated 34

Conclusion 35

TABLE OF AUTHORITIES

Cases

CBS Corp v. FCC, 535 F.3d 167 (3d Cir. 2008) 14

Connecticut v. Barrett, 479 U.S. 523 (1987) 31

FCC v. CBS Corp., 556 U.S. 1218 (2009) 22

Matter of Global Horizons, 2005-TAE-00001 4

Matter of Global Horizons, 2010-TAE-00002 4
Order on Summary Judgment (Dec. 17, 2010) ..... *passim*
Final Decision and Order (December 13, 2011) 13

Ramos Ortiz v. Paramo,
Civ. Action 06-3062, 2008 U.S. Dist. LEXIS 72387 (D.N.J. Sept. 19, 2008) 14-15

Stucke v. City of Philadelphia, 685 Fed. Appx. 150 (3d Cir. 2017) 27

United States v. Burns, 433 F.3d 442 (5th Cir. 2005) 31

United States v. Castillo, 496 F.3d 947 (9th Cir. 2007) 31

Young v. Bethlehem Area Vo-Tech Sch.,
2007 U.S. Dist. LEXIS 13531 (E.D. Pa. Feb. 28, 2007) 13

Respondent, Sun Valley Orchards, LLC ("Sun Valley" or "Respondent"), respectfully submits this post-hearing brief pursuant to 29 C.F.R. § 18.91. After months of extensive pre-hearing motions practice and a full evidentiary hearing, the Court is certainly familiar with every detail and nuance of this case. As such, Respondent's Brief will strive to be exactly that, focusing on the key questions to be resolved by the Court.

From the testimony at trial, the Court was able to see first-hand the efforts that Sun Valley undertook to meet its duties under the regulations and, far more importantly, to provide for its farmworker employees. These workers are the core of this and any other farm; without their effort and dedication, there would be no fruits or vegetables to grow, harvest, and bring to America's dinner tables.

Were an outsider to hear only the Administrator's version of those same events or know only that hundreds of thousands of dollars were demanded for back wages and civil money penalties, however, they might leave with the impression that this case involved outrageous abuses, workers placed in grave physical peril, or some hideous form of modern slavery. They would likely be surprised to learn that, no, the alleged mistreatment here was having meals prepared for them for less than it would cost to prepare their own, a coworker would provide them with beer or soft drinks if they wanted them, and if a worker decided that the work was more than they wanted to do, they would get an all-expenses-paid trip back home whenever they wanted.

Nothing about this case suggests that the better part of $1 million should be paid by this farm as one of the highest penalties ever sought in the H-2A program. At worst, the core allegations in the case amount to misunderstandings between first-time H-2A workers and a first-time H-2A employer. There is no credible argument that Sun Valley

profited by one cent from any of the alleged violations – more than 100 workers, earning a combination of hourly pay and multiple different piece rates over the course of several months, and the Wage & Hour investigation failed to uncover a single gap in the amounts paid. That is truly astonishing in Wage & Hour investigations, particularly those involving agricultural employers. Instead, the "back wages" sought relate solely to meals purchased and eaten, drinks purchased and consumed, and pay for months of work after workers had already quit the job. Every penny earned for work was paid in full.

The Solicitor's Office will likely offer sensational claims of exploitation and abuse that are absolutely not borne out by the facts of the case. Workers testified that they never asked to use the kitchen, nor for other meal options. They testified that they preferred drinks other than water and bought them with their own money from a fellow employee acting on his own. None testified that they paid any money to Sun Valley, whatsoever. None. Yet, the Administrator now demands that Sun Valley – to be clear, the Marino family – pay workers more than $200,000 as the full amount paid for meals, essentially providing them months of completely free prepared meals and all of the free soft drinks they can drink.

Others described deciding to leave the job early in the season, citing a lack of experience in harvesting asparagus and frustration with how difficult the work they had chosen to do actually was. The Administrator will try to muddy the issue by offering any number of alternative theories, without landing on a single credible one – the workers were actually terminated, or maybe they were constructively terminated, or maybe they were not terminated at all but believed that they had been, or maybe something else happened altogether. Reality is far simpler. Sun Valley badly needed these workers to

remain with them in New Jersey and continue harvesting asparagus, before moving on to other crops later in the season. Period. If the workers were unwilling to do the job, Sun Valley had no options for compelling them to work. Although the workers voluntarily terminated their employment – breaking their promise to perform this work and causing significant hardship and cost to Sun Valley – the farm did far more than the H-2A rules require, providing the workers with free return transportation and meals back to their homes. In return, the Administrator now comes back and demands more than $135,000 from Sun Valley for the workers for the work that they never performed – coming on top of the additional application filing costs, transportation costs, and wages to replacement workers to do the work the group of quitters was supposed to do.

Perhaps the damning evidence of the villainous treatment suggested by the Administrator is in the secret evidence that the government fought vigorously to keep from Sun Valley. For reasons never convincingly offered, allowing Sun Valley to know who (if anyone) complained about their employment with the farm and what those specific complaints were would have jeopardized some government interest. Any information about these sensitive "informants" must be kept from Sun Valley at all costs. Regardless of what might be in those heavily redacted or withheld notes, interview statements, or other evidence, the evidence that came out at trial absolutely does not support the claims for back wages or CMPs advanced by the Administrator in this case.

STATEMENT OF THE CASE

The Administrator seeks nearly $600,000 in "back wages" and civil money penalties ("CMPs") from Sun Valley for the 2015 growing season. That 2015 season was Sun Valley's first year using the H-2A temporary agricultural visa program. Nearly three-fourths of the amount sought, $435,529.28, relates to an allegation that Sun Valley failed to comply with the "meals" requirement in 20 C.F.R. § 655.122(g) of the H-2A regulations. Most of the remaining amount, more than $135,000, relates to a "back wage" claim based on a three-fourths guarantee allegation under 20 C.F.R. § 655.122(i) for workers leaving before the end of the season. Other allegations seek CMPs only: housing conditions ($3,600); local transportation ($7,500), and "coercion to waive rights" ($1,350). These claims are addressed separately below, but Sun Valley continues to assert its innocence as to these charges and asks the Court to dismiss the claims outright or, at the very least, significantly reduce the amounts requested.

The amount of money that the Administrator seeks to extract from Sun Valley would cripple or destroy this four-generation farming operation. The size of the penalties assessed dwarf those in the two *Golden Horizons* cases prosecuted by the Administrator (2005-TAE-0001 and 2010-TAE-0002). Those cases involved rampant wage theft, an employer pocketing employees' wages or being paid cash kick-backs by the workers, and workers being aggressively mistreated and fed starvation-level rations. *Id.* The employer was debarred from the H-2A program for the maximum period possible under the

regulations, but the wage demand and penalties assessed against Sun Valley make that case look like a slap on the wrist.[1]

No penalties or back wages are owed in this case but, even if the Court were to find some violations among the Administrator's allegations and rhetoric, the amounts claimed are extremely out of line with technical violations by a first-time H-2A program participant. Outreach and education as to compliance issues would be the best policy or, failing that, at least alerting an employer to possible violations at a time when changes might be made rather than months later when the contract is over. Instead, the Administrator has apparently decided to "make an example of" Sun Valley, with staff in the local Wage & Hour Division and Solicitor's Office all too eager to advance their careers on the back of this family. Had the Wage & Hour office been truly interested in "protecting" these disadvantaged and exploited workers, they would have raised the issues of meals and drinks to Sun Valley in July 2015 rather than February 2016, long after the workers had returned home after the season but, critically to WHD, after hundreds of thousands of additional monetary exposure had been allowed to accumulate through their unexplained, months-long silence.

It cannot be repeated often enough – this case does not involve one penny in wages earned but not paid to workers, nor one penny in profit to the employer from these allegations. The effect of the relief sought by the Administrator would be to require a farm to provide meals and soft drinks entirely free of charge for its entire workforce for an entire growing season and cold beer at wholesale prices. Workers would be allowed

---

[1] The EEOC won judgments totaling $20 million for the outrageous treatment to which Golden Horizons subjected its workers but, apparently, the Administrator believes that this case involving hot meals, cold drinks, and abandoning work that is considered difficult is worse than that. *See* https://www.eeoc.gov/eeoc/newsroom/release/5-2-16.cfm

to quit a job that they did not like but then be paid for months and months afterwards for work they never performed, while the employer was left to suffer debilitating crop losses and scramble to find replacement workers without notice. If the Court finds any violations that occurred during that first H-2A season of 2015, Sun Valley would ask only that the Court exercise mercy in its judgment and craft an award that achieves the purposes of the regulations rather than the maximum-possible-dollar strategy pursued by the Administrator.

Briefly, the claims advanced can be summarized as follows:

- A group of 19 H-2A workers were not happy that the work harvesting asparagus, which they admit was disclosed in the job order, was more difficult than anticipated. They chose, as a group, to return home after working for a week to a week-and-a-half, leaving Sun Valley in the lurch for their asparagus harvest. Most of the three-fourths guarantee claim arises from these workers who voluntarily departed just a few short days after arriving at the farm.

- The remaining three-fourths guarantee claim arises from a particularly rainy period in the summer of 2015, which caused Sun Valley's pepper crop to fail. Without a crop to harvest, there was not enough work for the entire crew, so Sun Valley calculated the number of hours already worked by its H-2A employees, and sent home approximately 44 workers who had already met their three-fourths guarantee target. The Administrator seeks back wages for a small handful of that group, most of whom had been sick or injured at some point in the season, leaving their hours worked below the 3/4 threshold, but their hours offered (as required in the rules) above that line.

- The bulk of the Administrator's claim rests on payments made by the workers to Agustin Hernandez, who wears two hats in this case. He acted as a "crew leader" for Sun Valley with respect to helping train the workers and tracking their work in the fields. Completely outside the employment relationship with Sun Valley, however, he also sold prepared meals, drinks, and other items to workers, at their discretion, and his own cost. No money was ever deducted from workers' paychecks, no money ever went to Sun Valley, and no one at Sun Valley directed or otherwise controlled these sales. For purposes of the H-2A employment relationship between the workers and Sun Valley, the payments by the workers to Mr. Hernandez were no different than workers buying meals from a McDonald's or drinks from a Wawa or a ShopRite. Even if Sun Valley had any legal liability for these third-party purchases, the Administrator's calculations are arbitrary and extremely inflate.

At most, this case involves misunderstandings by some of the new H-2A workers about their employment with Sun Valley. But even viewing the facts through the worst-case prism, this is not the monstrous employer that the Administrator attempts to portray here, and pursuing $600,000 in recovery from them will destroy a family farm and a legacy of honest hard work built over generations. Sun Valley Orchards and the Marino family respectfully ask the Court to look past the overheated and intentionally outrageous rhetoric from the Administrator and consider the testimony of the workers themselves and the pure facts of the case, and then to dismiss these claims and allow this farm to put this nightmare behind it and go back to producing food.

ARGUMENTS

I. Meals

A. Kitchen Facilities Were Available

Sun Valley indisputably maintained a kitchen at the housing facility used by its farmworkers. While the testimony at trial was inconsistent as to how many workers could use the kitchen at any one time or the feasibility of cooking in "shifts" at meal times, several of the former employees testified that they had never asked to use the kitchen, much less asked and been denied permission. TR 50:24-51:15[2] (never asked to use refrigerator or kitchen, never tried to purchase food at store that sold it). Others testified that workers were allowed to and actually did use the kitchen to store and prepare food. TR 176:17-20. Mr. Hernandez testified that some workers opted out of the

[2] Transcript citations appear as "TR" followed by the page number of the continuously-paginated four-volume trial transcript and line number(s). To the extent that there are any variations between the Word and PDF editions, all citations herein are to the PDF copy of the transcripts. Trial exhibits admitted into the record are designated Joint Exhibit, Administrator's Exhibit, or Respondent's Exhibit, accordingly.

meal plan, without consequence to them from the farm, and that workers did not ask him to use the refrigerators or stove, but if they had, "we could make arrangement[s]" to prepare food in shifts or via some other accommodation, had they asked. TR 213:19-214:18. At the very least, there is a factual question as to whether some or all of the workers could have prepared their own meals in Sun Valley's kitchen.

B. The Workers Paid Mr. Hernandez, Not Sun Valley

Not one of the workers testified that they paid money to Sun Valley for meals; each testifying unequivocally that they purchased their meals from Agustin Hernandez. Under questioning from the Court, Mr. Hernandez explained that he bore weekly losses in the early part of the season, only recouping those amounts later in the year, but not making a profit on the venture. TR 234:19-235:7. Just before leaving the witness stand, Mr. Hernandez reiterated for the Court that he had been involved with meals for years without complaint, and did so without making a profit. TR 256:24-257-5. He testified that he used the money that he personally collected from the workers in case (not by way of any "deduction" from wages, but paid for in-hand by workers to him directly) to purchase food, pay the kitchen staff, and to buy additional appliances for the kitchen as needed. Sun Valley took no action against any employees who opted out of the meal plan (they would not have any reason to even know that this had happened or not), and made no more or less in profit based on what the workers did or did not pay Mr. Hernandez. The entire kitchen operation was handled by Mr. Hernandez at his own financial risk and independently from Sun Valley's operations.

C. Disclosure / Decision to Accept Employment

Although no penalties have ever been assessed for submitting an inaccurate job order to the Department on ETA Form 790 or ETA Form 9142, the Administrator rests the meal claim – by far the largest in the case and one of the largest single-issue assessments in H-2A history – on a theory that the job order did not accurately disclose that workers could pay Mr. Hernandez $75 or $80 per week for prepared meals. Implicit in their arguments is the notion that, had language been included in the job order (as it has in all subsequent job orders) describing that arrangement, then no back wages or CMPs would have arisen. Central to that theory is that workers choosing to apply for the position with Sun Valley were somehow misled or might have decided not to accept employment with the farm.

Counsel for the Solicitor argued that "many workers" did not want the meal plan (TR 11:18-19), but the Administrator never bothered to establish this through worker testimony, nor any other evidence. In fact, several of the farmworker witnesses specifically testified that: (1) they would have come to New Jersey to work for Sun Valley if the job order had described the meal charge; and (2) they did not object to the prepared meals. *See, e.g.,* TR 62:10-12 ("If you had known about the meal charge, would you still have come to work at Sun Valley? Yes.").[3]

Nothing in the regulations dictates the remedy for non-disclosure of meals charges. The only other case identified by counsel on this issue is one of the aforementioned *Golden Horizons* cases, specifically the 2010 case. There, the

---

[3] This witness, Mr. Maldonado, further testified under questioning from Counsel for the Administrator that he did not remember whether his 2014 H-2A contract to pick apples in Michigan had said anything about kitchen access vs. prepared meals – "No, it doesn't specify." TR 73:25-74:2.

Administrator's argument was not that the disclosure needed to be to the workers, who might have made a different decision about accepting the ill-fated job with that employer but, rather, to the Department of Labor's Office of Foreign Labor Certification as part of the H-2A application process. Judge Berlin interpreted the basis for the undisclosed-meal claim as sounding in the lack of disclosure in the job order:

> The purpose of the disclosure is to allow the regulating federal agencies to assure that foreign workers are not being brought into the country to do work at wages below the prevailing wage that would be paid to U.S. citizens and others living in this country with the right to work here. *See generally* 20 C.F.R. § 655.103(a) (ensure that U.S. workers are not adversely effected); *see also*, 20 C.F.R. §655.122(a) (preferential treatment of aliens prohibited). If workers agree to meal prices that afford a profit to the employer, the effect is the same as if the employer paid below-market wages.

2010-TAE-0002 (Dec. 17, 2010) (Order on Partial Summary Decision) at 8. In *Global Horizons*, the employer itself collected the meal charge, purchased the food, and provided the meals to the H-2A workers. *Id.* Unlike the current case, no third-party was responsible for or bore the financial risk of collecting the meal charges in the *Global Horizons* case.

The Administrator attempts to conflate the "disclosure" questions – disclosure to potential job applicants and/or disclosure to the Certifying Officer at OFLC on the H-2A application. Since neither theory avails, there is no need to resolve the question today of which is the true purpose. Judge Berlin's opinion offers a compelling explanation for the need to alert certifying officers about meal prices, so that profit to the employer that results in "below-market wages" and, thus, "adversely affect[s]" U.S. workers similarly employed, can be avoided as required by statute. 8 U.S.C. § 1188. There is no genuine dispute that Sun Valley saw zero profit from the meal charges paid by some of the

workers to Mr. Hernandez, and the wages paid to the workers by Sun Valley were in no way reduced below the Adverse Effect Wage Rate level, whether the workers purchased meals or did not.[4] Thus, in the only other case in which this issue has apparently been litigated, the single rationale offered for the disclosure is absolutely absent in this case. Thus, no liability should accrue for the alleged nondisclosure.

To the extent that the Administrator were to assert that nondisclosure at issue was to the potential job applicants – as described above, several of the workers explicitly testified that they would have taken the job even if they knew precisely what the terms of the Hernandez-offered meal plan included. The Administrator has certainly failed to show that all of the 2015 workers would have made a different decision based on a different disclosure, but yet seeks to recover hundreds and hundreds of thousands of dollars to cover each and every single employee for that year.

Here, as discussed throughout this brief, the undisputed facts demonstrate that Agustin Hernandez performed each of those roles, and Sun Valley neither deducted money from the workers' pay checks nor collected money from them later. Not a single cent was paid to Sun Valley with respect to meals (much less for the separate sales of drinks, snacks, or beer). Thus, even under the holding in *Golden Horizons*, the concern that non-disclosure might result in profit-taking by an employer that, in effect, could lower wages below the Adverse Effect Wage Rate is completely absent here. The better analogy is workers taking their own wages and going out to purchase food on their own.

---

[4] To the extent that the Administrator seeks to argue in its brief that Sun Valley somehow benefited by not building a much larger kitchen, that claim merits only the briefest of mentions here. First, the alternative is not constructing a new kitchen but, rather, checking the other box on the job order to explain the meal charges. Second, even that hypothetical "saving" in no way reduced the amount of money paid to workers as wages, certainly not reducing them to "below-market wages" as concerned Judge Berlin.

No profit accrues to the employer and the integrity of the wage-setting process remains perfectly intact.

The Administrator does not seek to recoup any profit earned by Sun Valley related to meals charges (there was none; Sun Valley never received a single penny related to meals), nor any profit earned by Mr. Hernandez as the difference between what he paid for meals and what the workers chose to pay him. Likewise, the Administrator specifically seeks $0.00 in CMPs for Sun Valley allegedly failing to disclose the meal plan vs. free kitchen/transportation. So, no money is claimed for the allegedly misleading job order, no money is claimed from Mr. Hernandez for receiving that money (whether in total or in any potential excess above actual cost), but the Administrator seeks to collect more than $430,000 from an employer who never received any of that money and paid everything owed in wages already.

D. *Golden Horizons* and Double-Dipping Remedies

The Court in *Golden Horizons* explicitly rejected the Administrator's proposed remedy of back wages based on the employer's profit from selling meals to its own workers and civil money penalties for the disclosure violation (an argument advanced once again in this case, hoping that this Court will go where that one did not). Judge Berlin cited concerns that employers might profit by collecting meal charges, thus lowering the effective hourly wage rate to H-2A workers below the adverse effect rate, making them more attractive than employing U.S. workers.

The Administrator sought $24,000 in CMPs against Golden Horizon in connection with the meal disclosures (less than one-eighth of the CMPs sought here), but Judge Berlin granted summary judgment to the employer, finding that, despite the lack of

disclosure, "there is no indication that the Company in fact exploited the workers (or gained an advantage by hiring them rather than U.S. workers) by overcharging for meals." *Id.* at 9 (further stating that "[m]ost important" is the lack of proof that the employer profited from the preparation and sale of the food). Likewise here, there is no proof whatsoever that Sun Valley gained any advantage in employing H-2A workers rather than U.S. workers, nor that they "profited from the preparation and sale of the food"; namely, because Sun Valley had nothing at all to do with the preparation and sale of the food. In the final Decision and Order following trial, the Court awarded back wages of $109,218 with $0 in civil money penalties. *See* 2010-TAE-0002 (December 13, 2011) (Order and Decision) at 19. That award is less than a quarter of the amount at issue in the current case. For the reasons discussed above, back wages are not appropriate because no profit went to Sun Valley in this case and that was considered the critical factor in awarding back wages in *Golden Horizon*, but for the additional reason that a lack of proof of "exploitation" and "profit" resulted in $0 in CMPs, the same result on CMPs should apply here with greater force than in that case.

E. Agency Theory Does Not Apply Here

The Administrator's potential argument that Mr. Hernandez acted as Sun Valley's "agent" in receiving meal charge payments and, therefore, breaching Sun Valley's contract with the government and with its H-2A workers makes no sense. *See, e.g., Young v. Bethlehem Area Vo-Tech Sch.*, 2007 U.S. Dist. LEXIS 13531, *39 (E.D. Pa. Feb. 28, 2007) (dismissing breach of contract claim resting on *respondeat superior* theory, as "it would make no sense to involve the doctrine of *respondeat superior* (which establishes vicarious liability for negligence) in a claim for breach of contract.").

If the allegation against Sun Valley involved tortious conduct rather than the funds collected by Mr. Hernandez, then his role as an employee might be relevant. Even in such a case – which is clearly not presented here – the vicarious liability is limited to situations where the employee is acting within the scope of his or her employment. *See, generally, CBS Corp. v. FCC*, 535 F.3d 167, 190 (3d Cir. 2008), vacated on other grounds by *FCC v. CBS Corp.*, 556 U.S. 1218 (2009).

Likewise, if Mr. Hernandez and Sun Valley were "joint employers" of the H-2A workers, under a farm labor contractor theory, then his conduct with respect to meal charges might be relevant to Sun Valley. *See, e.g., Ramos Ortiz v. Paramo*, Civ. Action 06-3062, 2008 U.S. Dist. LEXIS 72387 (D.N.J. Sept. 19, 2008). In *Ramos Ortiz*, the plaintiffs were domestic agricultural workers from Puerto Rico, living in a farm labor camp operated by defendant Carmen Paramo in nearby Monroeville, NJ, while working at the defendant farm, Martin J. Catalano Farms, LLC, in Pilesgrove, NJ. Plaintiffs brought FLSA and MSPA claims against Ms. Paramo as a farm labor contractor and against Catalano Farms on a "joint-employment" theory, arising from charges paid by the plaintiff-workers to Ms. Paramo for meals and drinks. These charges allegedly brought their wages below the FLSA minimum, and the MSPA claims arose from Ms. Paramo's recruitment, housing, and transportation of the workers.

Judge Kugler, in assessing whether Catalano Farms might be liable for the actions of Ms. Paramo, particularly with respect to the FLSA claims for meal and drink charges, began from the logical starting questions of: (1) who was the "employer" of the plaintiffs, since the FLSA's duties are those of the employer; and (2) whether the defendants were "joint-employers" such that the violations of one employer (Ms.

Paramo) could legally be attributable to the other employer (Catalano Farms). This analysis involved multiple steps and application of common-law joint-employment principles spanning several pages of the thorough decision. Luckily for all of us in this case, the Administrator has spared everyone that process by admitting (as she must, under the undisputed facts of the case) that "[Mr.] Hernandez was not an employer in 2015 within the meaning of the H-2A regulations." Admr. Resp. to Request for Admission 23. While Mr. Hernandez was originally charged with MSPA violations as a separate farm labor contractor, the Administrator has long since abandoned this theory, dismissed all claims against Mr. Hernandez as an FLC, and stated multiple times in Responses to Requests for Admissions that Mr. Hernandez is and "was at all relevant times Sun Valley's employee, agent, and manager." *Id.*

In *Ramos Ortiz*, the plaintiffs were in an employment relationship with the party who collected the meal and drink charges from them that reduced their wages below the FLSA minimum. There is no such relationship between the workers at issue in the current case and Mr. Hernandez. Nor is there any joint-employment relationship between Mr. Hernandez and Sun Valley that would make his collection of meal and drink charges from the workers the responsibility of Sun Valley, unlike the situation of Catalano Farms in *Ramos Ortiz*.

The H-2A regulations specifically define "employer" in 20 C.F.R. § 655.103(b) as follows:

> Employer. A person (including any individual, partnership, association, corporation, cooperative, firm, joint stock company, trust, or other organization with legal rights and duties) that:
>
> (1) Has a place of business (physical location) in the U.S. and a means by which it may be contacted for employment;

> (2) Has an employer relationship (such as the ability to hire, pay, fire, supervise or otherwise control the work of employee) with respect to an H–2A worker or a worker in corresponding employment; and
>
> (3) Possesses, for purposes of filing an Application for Temporary Employment Certification, a valid Federal Employer Identification Number (FEIN).

Sun Valley is the only employer here, and the Administrator has not shown that Sun Valley received any payments from workers for meals nor for anything else. Those payments went to Mr. Hernandez in his individual capacity; the Administrator has similarly no evidence that Sun Valley: (1) directed Mr. Hernandez to collect those amounts; (2) approved of Mr. Hernandez doing so; nor (3) even knew that this was happening. This was clearly outside the scope of his job duties for Sun Valley, so no employer-agent theory of attributing liability to Sun Valley for his actions would possibly apply here.

F. The Hernandez Meal Plan Was Reasonable

The $75-$80 per week paid by workers to Agustin Hernandez for three prepared meals per day was consistently below the DOL-allowed daily meal charges for H-2A workers - $75-$80/week vs. $83.02/week ($11.86/day x 7 days/week). 80 Fed. Reg. 9482 (Feb. 23, 2015). At no point did Mr. Hernandez collect meal charges in excess of that $83.02/week ceiling.

Payment of 100% of the meal charges is not warranted on the merits and vastly overstates any claimed "harm" to the workers in 2015. Had Sun Valley's filing agent stated that a meal charge of $75 or $80 per week was to be collected, no payment would be required at all. Even if H-2A workers decided that they did not wish to purchase those meals, the H-2A regulations would leave them to their own devices to procure and/or

prepare their own meals, bearing the full cost of doing so. Likewise, H-2A employers are legally allowed to charge workers receiving prepared meals a set rate, approved annually by the Department of Labor. *See* 20 C.F.R. §§ 655.122(g) and 655.173. For 2015, the Department approved a daily rate of $11.86. 80 Fed. Reg. 9482 (Feb. 23, 2015) (Respondent's Exhibit 5).

Conversely, had an H-2A employer provided kitchen facilities in which the full contingent of workers could prepare meals simultaneously, the workers would still be responsible for purchasing their own food and preparing that food. There is no alternative in which the workers would ever receive completely free food from their employer – the only H-2A occupation in which that is the case is the range production of livestock, because the work is performed in remote mountainous locations away from opportunities to purchase food. *See* 80 Fed. Reg. 62958, 63067 (Oct. 16, 2015) (20 C.F.R. § 655.210(e)(1)). The U.S. Department of Agriculture ("USDA") publishes monthly data reflecting the average cost of preparing meals at home. *See* Respondent's Exhibits 7 & 8. In April 2015, USDA calculated the weekly cost of food at home for a male, age 19-50 years old, as ranging from $43.10 for a "thrifty plan" to $86.30 for a "liberal plan." The differences in those plans are explained in other USDA documents, but essentially, young men engaging in vigorous physical activity would be expected to consume calories in line with the "liberal plan." For September 2015, those numbers changed only slightly, to $43.40 and $86.50 per week. Sun Valley would certainly argue for credit for the full amount – which at all times exceeded the amounts paid by workers

for prepared meals – but should, at the absolutely minimum, get credit for part of the value of the food, even at the "thrifty" level.[5]

G. Estoppel / Laches / Mitigation

The Wage & Hour Investigators knew what the 2015 job order stated regarding meals and knew when they arrived on July 21, 2015. TR 312:3. They spoke with workers when they arrived and they spoke with Agustin Hernandez and his wife, who operated the kitchen. The Investigators did not raise any concerns with meal charges to Sun Valley in July 2015, nor on their subsequent visits in August or September 2015, saying nothing about this until early 2016, months after the 2015 season was over and long after any changes could be made to how meals were handled. The general duty to mitigate harm should apply here, or at least equitable principles should be considered by the Court, and Wage & Hour's inexplicable delay in raising what they now consider such a serious issue should not result in tens or hundreds of thousands of additional liability for Sun Valley based on that silence.

Courts have at least entertained the idea that WHD inaction might give rise to an estoppel argument in subsequent enforcement actions, although the facts of that case did not ultimately support the argument. *See Adminstrator v. John Peroulis & Sons Sheep, Inc.*, 2012-TAE-0004 (October 23, 2013) (Decision and Order) at 33. In that case, the employer was fully aware of the issues giving rise to the eventual determination of violation by the Division, the issue was whether WHD had acquiesced to such known violations. *Id.* Here, by contrast, the Investigator failed to speak up to advise the

[5] By way of corroborating these amounts, Mr. Maldonado testified that he had worked as an H-2A apple picker in 2014 in Michigan, and paid $35-$40 per week to prepare food as a group with 4 other men. TR 48:18-24; 81:17-20.

employer of his findings in a timely manner. Clearly, H-2A employers are responsible for ensuring their own compliance with the countless applicable regulations, but if nothing else, the prolonged delay in raising this issue should call into question the Administrator's later claim as to the urgency and seriousness of the alleged violation.

II. Drinks

The Administrator seeks $70,000+ from Sun Valley to provide the 2015 workers with entirely free soft drinks and energy drinks and another $33,000+ so that the beer purchased by some of those workers would be "at cost" to them. Absolutely nothing in the H-2A regulations requires or supports such a finding, and the Court should reject this prosecutorial overreach in its entirety.

A. H-2A Does Not Require Free Soft Drinks

The testimony was clear that water was available to workers at meals and at all times in the field during work - the Court questioned Mr. Hernandez on the subject of the availability of drinking water during the day, the fact that workers never complained about the water in 2015, the use of a filter for the water, and how he kept the water cool for the workers. TR 236:8-237:11. One after another, workers testified that there was, in fact, drinking water available to them in the fields. *See, e.g.,* TR 265:4-5. Some testified that they preferred the taste of bottled or canned beverages over the water, but there was no testimony nor any other evidence that there was anything wrong with the water. In fact, the water was tested prior to the 2015 season (as it is prior to every season), and found to meet all applicable standards for potability. TR 717:21-718:4; 718:20-25.

Mr. Hernandez' decision to sell drinks that he purchased was purely between himself and the workers. No money transferred from workers to Sun Valley. None.

Counsel for the Administrator made deliberate and repeated reference to a "company store" in a ham-handed attempt to be inflammatory, but their own Investigator clearly testified that drinks were purchased from Mr. Hernandez and not from Sun Valley. TR 561:20-21; *see also* TR 162:4-6 (questioning from the Court about "Whose store was it?" and "Who had the store, who owned the store?" "Mr. Agustin.").

Water was available – free, cold, and government approved – the workers understood that they were purchasing drinks from "Mr. Agustin" and not from Sun Valley, no action was taken against workers by Sun Valley for drinking more, less, or no soft drinks, and nothing about Mr. Hernandez's drink sales had any impact on Sun Valley's bottom-line, either profit or loss. The workers were entirely free to purchase some drinks or no drinks at all. Furthermore, it would set a dangerous precedent to require an employer to provide unlimited free energy drinks to its workers. Obviously, the H-2A regulations do not require employers to do that, but in the interest of preserving the health of workers, that would be a disastrous thing to require here.

Investigator Perez stated with certainty and clarity that "The workers weren't purchasing the drinks from Sun Valley." TR 561:20-21. He testified with far less clarity when asked if purchasing drinks from someone other than one's employer in any way increased or decreased the employer's duty to pay wages to the worker. TR 561:23-566:14. Nor was he able to explain why the Administrator was seeking to require Sun Valley to pay the workers based on Mr. Hernandez's estimated profit for beer purchased and consumed by the workers but was seeking the full cost paid for non-alcoholic drinks, including energy drinks like Monster and Red Bull. TR 566:15-23.

He offered only that energy drinks like Monster were "necessarily required for subsistence" because "it is probably water-based." TR 566:20-567:13. In his opinion, Red Bull was "possibly" required for subsistence, although he acknowledged that he did not personally consume it but somehow survived the deprivation. TR 567:17-568:21. He further conceded that water was available to workers at all times, but agreed that "people can choose drinks that they want" other than water, even when water is "readily available." TR 566:24-567:10, 569:4-7. No testimony was presented by the Administrator for why it was necessary for workers to purchase any beer or soft drinks if they did not wish to do so, and workers testified that they purchased their own drinks at wholesale prices when Sun Valley took them to the nearby store (free-of-charge).

In all, Sun Valley complied in full with its duty to provide free, cool, potable water to its workers. Nothing in the H-2A regulations (nor in FLSA, OSHA, or any other Departmental regulation) justifies this request for free soft drinks and energy drinks. The Court should reject the Administrator's overreach and dismiss this portion of the claim for back wages and CMPs.

B. Investigator Perez's "Creative" Calculations

The Administrator has also taken liberties with its "back wage" calculations related to drinks purchased from Mr. Hernandez. Using estimates based on a sampling of workers' *post hoc* recollections of how many drinks they purchased per day and how much they paid for these drinks, results in a fundamentally unreliable estimate for the total amount paid to Mr. Hernandez for such drinks. The Investigator's estimates are

"uncertain" to be charitable and complete fiction to be more accurate.[6] He then compounded this error by using prices for drinks from a store to which Mr. Hernandez explicitly told him he never shopped, simply because it was easier for him to do so than to be accurate. TR 450:3-19 (chose Costco because "that's the only membership I have for [a] wholesaler that sells alcohol."); TR 508:17-509:6 (visited a Costco near his home in another part of the state; there is no Costco near the farm); TR 627:21-23 (Mr. Hernandez shopped at a Sam's Club).

Even though workers told him that they drank Budweiser, Corona, and Modelo, he had no idea whether imported beer cost more than domestic light beer, and based his entire calculation the price of Coors Light on the other side of the state:

> Q: So you went to a store that was not the store they went to and got the price for something that nobody bought.
>
> A: Um-hum.
>
> Q: And based on that, you assessed tens of thousands of dollars in back wages?
>
> A: Yes.

TR 510:9-24. While absolute certainty in recreating past events is not always possible, we should expect more from a $14 billion Federal agency when it delivers a demand for

---

[6] The employees' ability to testify confidently in July 2017 about the precise number of soft drinks consumed on a daily basis and the prices paid for such drinks more than two years prior, not only by themselves, but by each of their co-workers, is in every sense of the word, incredible. The Court's experience may be different, but undersigned counsel could not confidently state under penalty of perjury the price paid for a bottle of Coke purchased at a rest area on I-95 returning home from the trial of this matter. Investigator Perez's use of spreadsheets and calculations implies a degree of precision that is not supported by the underlying information on which his calculations rest.

tens of thousands of dollars to a family farm. Mr. Perez needed to do more than say "close enough" before arriving at a back wage demand on this issue.

Moreover, although there can be no confidence in the Administrator's calculation of any alleged "profit" to Mr. Hernandez, there is absolute certainty as to the amount of money received by Sun Valley from workers for those same drinks - $0.00. Not one witness – no workers, no Wage & Hour personnel, no one – testified that Sun Valley received any money whatsoever from the purchase of these drinks, and the Administrator has been forced to pivot away from this argument in concession of this fact.

II. Three-Fourths Guarantee Claims

The Administrator raises two separate three-fourths guarantee claims against Sun Valley for workers departing early in 2015 – a group of 19 who quit the job in May and a small number of workers who were part of a larger contingent of workers let go in August after wet weather and bacteria ruined the pepper harvest. The overwhelming majority of this $135,000-plus claim, however, arises from 19 workers who departed early in the season, in May 2015.

A. Voluntary Abandonment of Work Voids the 3/4 Guarantee

Apart from the typical one or two early-departing or absconding workers that any H-2A employer experiences, there were two times during the 2015 growing season when significant groups of H-2A workers departed from Sun Valley early. The first group, approximately 19 workers, decided as a group that harvesting asparagus was more difficult than they wished, stopped working *en masse*, and despite pleas from Joe Marino and Russell Jr. for the workers to stay at Sun Valley and go back to work so that the asparagus harvest wouldn't be lost, chose instead to return home to Mexico after working

for less than 2 weeks of a 6-month job order. This departure occurred during the first week of May 2015.

Witnesses from among this group of 19 workers testified that they had not picked asparagus before and found the work difficult. TR 49:25-50:8; 123:4-5. They also testified that asparagus picking was in the job order they received before deciding to accept the job with Sun Valley. TR 50:9-12. In all, the workers were in New Jersey for only approximately two weeks performing this work, before they walked off the job and demanded a meeting with the Marinos. TR 723:7-13. While the workers' recollection of the events of that meeting vary dramatically – several testified that they were the primary speaker and that no one else spoke, some believed there had been physical violence of the meeting, no two accounts resemble one another – Joe Marino and Russell Marino, Jr. testified consistently that one or two members of the group of 19 spoke and it was clear from the group that they had decided to leave before the meeting began. TR 724:6-9; 726:12-727:4; 809:6-811:21. Some of the workers suggested that they had let the Marinos down, and stated specifically that the work was hard and they were concerned that they could not do it. TR 726:12-18; 810:22-23. One told them "this work, plain and simple, this is for real men." TR 726:20. The workers primarily discussed the difficulty of the work and did not raise other issues. TR 728: 7-10. Mr. Hernandez recalled that the workers were not "country guys, country workers, they were like more like city workers and they couldn't stand the – they couldn't perform the work." TR 218:17-19. Russell Marino, Jr. asked them twice as a group if they were leaving, and they all answered that they had made a decision and they were leaving as a group. TR 811:22-812:3.

This account matches multiple points of testimony by members of the group of 19 workers. One worker who had been present at that meeting recalled that the workers told Russell Marino, Jr. that they had complaints about transportation and cooking and bathroom facilities, but primarily, their complaint was that "as far as work, we needed more time to learn how to harvest asparagus." TR 122:9-13. When asked if anyone ever told the workers that they were fired, could not work there anymore, and must leave, they testified no, no one had told them that. TR 126:2-5. When asked if he would have stayed on at Sun Valley if the work had been easier, he answered it "depends." TR 126:6-8.

Mr. Maldonado referred to the day of the meeting as "the day I decided to leave." TR 34:14. His testimony is telling on the critical issue of whether the workers were told that they could leave if they chose to or were told that they must leave and had been terminated without case. He testified that:

> [Russell Marino, Jr.] told us he did not need us and we could leave.
>
> Q. You could leave?
>
> A. Yes.
>
> Q. Did he say you could not come back to work?
>
> A. He practically fired us.
>
> Q. Did he actually fire you?
>
> A. We did not want to have this conversation in order to leave. We wanted to have a conversation with him to explain the things we were unhappy about, but that we were not able to do that.
>
> ...
>
> Q. Okay. Did he tell you you couldn't come back to work.
>
> A. He told us he didn't need us and if we wanted to leave we could leave and we opted to leave.

TR 66:12-67:8. This is not a distinction without a difference – the H-2A regulations and, in particular, the three-fourths guarantee requirement, draws a crucial distinction between a worker terminated without cause and a worker voluntarily abandoning employment. In the former case, three-fourths guarantee liability ensues (to the tune of six-figure liability here), and in the latter case, no liability whatsoever results. The testimony of these workers conveys strong emotions at the critical meeting, frustration with the work required (and disclosed) by the contract, and wounded pride over this. It does not rise to the level of actual termination rather than a decision to abandon employment voluntarily.

The workers consistently testified that asparagus grew quickly and, if it were not cut soon enough, would not be any good and would be lost. TR 66:9-14 122:23-1233:3; 154:16-155:9. They further admitted that it would be, at best "difficult" for the workers who did not leave with them to be able to harvest asparagus without these 19 workers. TR 68:23-69:5; 124:15-17. This undercuts the Administrator's unsupported theory that Sun Valley made the decision to fire these 19 workers without cause. That notion is simply preposterous. Joe Marino testified at length about the crop losses that directly resulted from losing these workers without notice and, moreover, how they had expressed this concern about losses to the group of workers to try to convince them to remain. TR 811:6-10; 812:10-813:25.

Ms. Rachor offered unspecified hearsay testimony from unnamed sources that "they" "had complained about poor working conditions, poor housing conditions, and general issues with how they were treated, and they were constructively terminated." TR 859:5-7. Setting aside, for the moment, that many of the workers who testified did not state that they had raised these complaints and no one from Sun Valley testified that they

had received any such complaints, the legal conclusion as to "constructive termination" is offered with no support at all or analysis.

Constructive discharge is necessarily measured on an objective standard. Were the working conditions "so unpleasant or difficult that a reasonable person would have felt compelled to resign"? *Stucke v. City of Philadelphia*, 685 Fed. Appx. 150, 155 (3d Cir., Apr. 12, 2017) (reasonable person would not have felt so); *see also, Duffy v. Paper Magic Group*, 265 F.3d 163, 169 (3d Cir. 2001) (rejecting "constructive termination" claim where "the alleged conduct would not compel a reasonable person to resign"). While it became clear to all involved during the May 2015 meeting that the 19 workers had decided that they were unable and/or unwilling to perform the agricultural work for which they were hired, it cannot be said that "a reasonable person would have felt compelled to resign" under the circumstances.

We know this because the vast majority of Sun Valley's employees worked under precisely the same conditions as these 19 workers and not one of them felt so compelled to walk off the job. TR 817:17-818:19; *see also* TR 65:10-17 (workers who stayed had the same experience at Sun Valley as those who left in May 2015). Indeed, none of the other workers even raised a concern to Mr. Hernandez, Joe or Russell Marino, or anyone else at Sun Valley. *Id.*

In fact, most of the workers who remained at Sun Valley have returned to work under the same conditions in 2016 and 2017 and expect to return in 2018, including workers for whom back wages are sought by the Administrator in this case. TR 818:20-819:9; *see also* TR 223:20-224:4 (remaining workers doing the same asparagus harvesting, living in the same housing, and eating meals on the same plan). Thus, to the

extent to which the Administrator continues to rely on this "constructive termination" or "constructive discharge" theory, that is entitled to no weight whatsoever, and the Court should rightly reject such a theory as unsupported by the facts or the applicable legal standards.

B. The Later Departures Fail to Account for Hours Offered

There is no dispute that a hail storm was followed by wet weather that caused a bacterial infection of Sun Valley's pepper plants during the Summer of 2015. TR 816:12-18. Peppers are the single largest volume crop produced by Sun Valley, involving 200 acres in production, and the crop loss meant both financial hardship but also a decrease in the farm's labor needs as there were no peppers to be hand-harvested by the workers. TR 816:18-817:9. Because of the loss of peppers and resulting loss of work, the decision was made to let go a group of workers. Given that this occurred fairly late in the season, Sun Valley worked with their H-2A filing agent and payroll staff to identify workers who had already met the three-fourths guarantee for the season. TR 779:2-19.

Of the workers let go and returned to Mexico in August, the Administrator asserts that 4 are owed back wages on a three-fourths guarantee claim. Of those workers, however, the Administrator considered only the hours worked and not the hours offered as required in the three-fourths guarantee regulations. *See* 20 C.F.R. § 655.122(i) ("The employer must guarantee to offer the worker employment…"). In most cases, hours offered and hours worked will match perfectly but, in some cases, where a worker is sick or injured and offered work that he or she is unable to perform or chooses not to perform for some other reason, then the employer must still be credited for the hours offered. Lisa

Justice testified that Sun Valley's state-of-the-art I.D. scanning technology, P.E.T. Tiger, would not capture an entry for a worker who was sick, injured, or otherwise not working, since they would not have "scanned in" to start the work day. TR 683:8-684:4. Joe Marino seconded this in questioning by the Court. TR 833:22-834:13.

Despite his confident memory regarding soft drink consumption, the price of a case of beer, and whether a trash can lid was in place years ago, Investigator Perez was less sure of whether he had ever spoken with workers who told him that they had been sick or injured enough to miss several days of work. TR 554:5-555:19. He admitted that he might have spoken with a worker with a foot injury, and grudgingly conceded that the H-2A regulations provide that workers would get credit for hours offered to them while they were injured. TR 555:3-21; 555:22-558:8; *cf.* 20 C.F.R. § 655.122(i)(3) (crediting the employer for "hours offered" for any hours the worker fails to work, for purposes of the three-fourths guarantee). Despite spending several days at the farm and reviewing hundreds of pages of records, he specifically testified that he never even asked Sun Valley for any documents about hours or days when a worker was sick and did not appear on the P.E.T. Tiger-generated payroll report. TR 649:16-22.

As discussed above, with respect to the 19 workers who left early in the season, if a worker is terminated for cause or voluntarily abandons the position before the end of the period set forth in the job order, the three-fourths guarantee does not apply. *See* 20 C.F.R. § 655.122(n). Investigator Perez testified that, while he could tell that one of the later-season individuals for whom back wages are sought ($2,751.94), Mr. Islas Larraga, was no longer employed after June 9, 2015, he had no idea **why** Mr. Islas Larraga stopped working. TR 558:9-561:6. Critically, he had no idea if he had been terminated

for cause or voluntarily abandoned employment. *Id.* In fact, he had absconded from the job mid-season, voluntarily abandoning his employment.

C. Early Departure Notifications to DOL and DHS

The Administrator seeks to impose additional CMPs of $1,350 on a theory of an attempted "waiver of rights" based on forms the workers completed upon their departure during the 2015 season. Under 20 C.F.R. § 655.122(n), an H-2A employer has two days to file a report with DOL's Chicago National Processing Center and DHS if a worker abandons employment. In consultation with Sun Valley's filing agent, Theresa Ward at National Agriculture Consultants, LLC ("NAC"), Russell Marino, Jr. printed out standard abandonment/early departure forms in which the 19 workers could report that they were terminating their employment. TR 731:14-733:16; 812:3-5. It was Ms. Ward who advised Russell that, in her numerous years of experience with H-2A employment, workers were sometimes concerned that if they could not perform a job and voluntarily terminated employment, that might reflect badly on them in seeking future employment. TR 733:5-16.

The workers were provided with blank forms and were allowed to complete them themselves, as best suited their particular circumstances. Russell Marino, Jr. was not there when the workers received, completed, or returned the forms, Mr. Hernandez handled that himself. TR 225:23-25; 227:7-12. When asked if he ever saw Russell tell the departing workers which box to check on the form, he clearly testified that Russell had told them "that they could mark whatever box was best for them," and added that some of the group of 19 workers had spoken on the phone to an agent in Mexico about the best way to complete the form to ensure future H-2A employment in the U.S. and

asked "whether this would compromise their position if they left because the work was very heavy." TR 227:16-19, 228:3-12.

Sun Valley has never used these forms as a defense to the three-fourths guarantee claims raised by the Administrator, nor to any other claims. There is no argument that the workers completed the forms accurately – the reasons for their departures in May and August 2015 were not, as a rule, because of sick or deceased family members. But, as described above, that decision was between the group of workers and between the workers and their contact back in Mexico. The testimony was not that Russell Marino, Jr. strong-armed anyone or in any way directed the departing workers to complete the form in any particular way. The claim for an additional $1,350 in CMPs for that theory was not supported at trial and should be dismissed.

Thus, there was no "coercion" to complete the forms, and there can be no waiver of rights where a right did not exist. None of the forms purport to surrender a right held by any of the workers – as to wages, other compensation, nor any other right. *Cf. United States v. Castillo*, 496 F.3d 947, 961 (9th Cir. 2007) (*en banc*) (dissent) (party "cannot waive a right that does not exist"); *United States v. Burns*, 433 F.3d 442, 444 (5th Cir. 2005) (party "cannot waive a right that did not exist at the time of the supposed waiver"); *see also Connecticut v. Barrett*, 479 U.S. 523, 532 n.2 (1987) ("I do not accept that a defendant could voluntarily, knowingly, or intelligently waive a right that he or she does not understand to exist.").

IV. Housing

The Administrator has assessed $3,600 in CMPs for alleged housing violations. The photographs of torn screens and missing trash can lids speak for themselves, but also

shows that Sun Valley corrected the issues immediately but Investigator Perez never followed up to see if the corrections had been made. At the very least, the level of CMPs should be significantly reduced to reflect the immediate repairs and corrections made as soon as the Inspector identified the issues. Portions of the claim, particularly those related to the mattress on the floor, should be dismissed entirely.

Mr. Hernandez testified that he personally inspected the housing twice a week and arranged for it to be cleaned. TR 176:3-20. Russell Marino, Jr. testified further that, if any maintenance needs to be performed on the housing during the season, or if any worker raises a concern about the housing, he would confer with Mr. Hernandez and they would either make the repairs themselves or hire a carpenter, plumber, or electrician if needed for certain repairs. TR 782:19-25.

Investigator Perez testified that he alerted Sun Valley about his concerns with screens on doors and windows, missing trash can lids, and the overall cleanliness of the housing on July 22, 2015, but then testified that he never looked at the housing during multiple return trips to Sun Valley later that Summer, including on August 6, 2015, to confirm that the repairs had been made. TR 497:21-498:10; 499:8-15. He noted that Russell Marino, Jr. told him in July "that he would remedy the issues right away, particularly with, you know, the hot water and the screens that were torn." TR 498:8-10. When it suits them, the Administrator considers post-investigation actions for purposes of arguing for higher CMPs but where, as here, repairs are made immediately to address screens and trash can lids, etc., no such consideration is provided.

Part of the CMP calculation involves not enough beds for the number of workers occupying the housing. TR 862:1-2. The only "proof" of this violation is a photograph

of a mattress that one of the workers had placed on the floor prior to the Wage & Hour Investigators' visit, and this alleged violation triggered a $450 CMP. TR 863:3-5; TR 865:1-866:23. Ms. Rachor conceded, however, that the requirement was to provide a bed, not to prevent workers from moving mattresses from a provided bed onto the floor. TR 923:14-924:3; *cf.* 20 C.F.R. § 654.416(a) (requirement to provide "comfortable beds, cots, or bunks, provided with clean mattresses").

In the pre-occupancy housing inspection performed by the New Jersey Department of Labor, the housing unit was certified for 136 workers. TR 803:9-15; TR 803:24-804:1; Respondent's Exhibit 2, p.13. The maximum number of workers living in the housing never exceeded 118 during the 2015 season. TR 804:2-11. Part of the pre-occupancy inspection involves counting the number of available beds (and mattresses) to ensure that a sufficient number is provided for the proposed occupancy. This standard was clearly met, and the decision by a worker to move his mattress from the employer-provided bed to the floor does not support a CMP assessment.

V. Transportation

The Administrator seeks CMPs of $7,500 for alleged transportation violations under 20 C.F.R. § 655.122(h)(4) (Joint Exhibit 10, p.160-161). These violations fall into two categories: (1) the tread depth and turn signal on employer-provided vans and busses; and (2) the driver's licenses held by 3 of the employees operating the vans and busses. The latter allegation is the more serious, and since learning of this issue during the course of the 2015 investigation, has taken steps to prevent this from ever happening again, including internal protocols for checking for valid New Jersey driver's licenses from any employee operating a van or bus at the farm. The problem has been resolved,

and while this is clearly a serious issue, it does not support the full CMP assessment pursued by the Administrator in this case.

Regarding the tires, Inspector Perez offered photographs and his own recollection of a visual inspection of the condition of the tires. He loosely used the term "bald" for the tires, whereas the photographs clearly showed grooves in the tread. He admitted that he had no idea how professional safety inspections were performed including, defying all credibility, claiming to not now if professional mechanics used ballpoint pens instead of micrometers to measure tread depth. TR 533:12-22. He defined "bald" as "no tread" on the tire. TR 533:23-534:1. Looking back at his own pictures, however, he admitted that there were "tread marks" on the tires in question. TR 534:6-18. He then acknowledged that "[t]here's slight tread, I mean, I guess you can say." TR 535:8. The MSPA standard that he claimed to be applying was 1/32 of an inch of tread (TR 535:9-10), but he was utterly incapable of saying whether the tires in question met that standard. TR 535:11-15; 536:3-537:8; 502:19-20.

Applying the same scientific precision to his eyeball measurements as he did to his beer estimates, Investigator Perez could not clearly state whether the tires pictured met the MSPA safety standard or not apart from his own gut feeling on the subject. Obviously, this cannot be the standard a reasonable government applies in demanding payment from its citizens. The Administrator seeks $750 per vehicle based on the issue of perceived tread depth. That assessment should be dismissed in its entirety.

VI. The CMP Calculations Are Rife With Errors and Overstated

Ms. Rachor testified at length regarding her calculation of civil money penalties against Sun Valley. Over and over again, she noted mitigation factors that should have

been considered but were not, and places where the assessed CMPs were overstated. Beyond the problem with starting at the maximum allowable penalty and working back, which the regulations do not require, the Administrator seemed more interested in racking up penalty figures than in working with Sun Valley to address issues identified during the investigation – either at the time or even at the final conference.

The Administrator asserted at trial that one of the issues regarding the appropriateness of CMPs is Sun Valley's commitment to compliance and subsequent, post-investigation efforts to reform practices and procedures to better comply with the regulations. TR 759:7-9. In the 2016 and 2017 season, Sun Valley has demonstrated this commitment and made all of the changes identified in the determination. Piling on nearly a quarter of a million in CMPs now would serve no function to deter or improve compliance behavior but would simply threaten the destruction of this family farm.

Sun Valley respectfully asks the Court to exercise its discretion to apply its own review of the applicable factors and the underlying public policy undergirding these regulations in dismissing some or all of the CMPs for the reasons stated above but, as importantly, setting any remaining CMPs at a reasonable level commensurate with the facts of the case.

CONCLUSION

Despite the Administrator's best efforts to paint the Marino family and Sun Valley Orchards as exploiters of workers on a massive scale, the testimony and exhibits adduced at trial paint a vastly different picture. In its first season in the H-2A program, this family and this farm weathered a "perfect storm" of workers abandoning the crops in the field, weather and disease ruining remaining crops, and most devastating of all and

posing the greatest threat to the future viability of the family farm, the Wage & Hour Division levying hundreds and hundreds of thousands of dollars in "back wages" and CMPs against them. These unsupported and unjustified demands seek to compel not only compliance with the actual regulations – that would be fair – but to require provision of free meals, free soft drinks, and cheap beer, none of which is contemplated by the rules or supported by H-2A jurisprudence.

Any payment by a worker for food or drinks was to Agustin Hernandez. Not one single penny went to Sun Valley. It stands to reason that this should matter, but the Administrator will likely offer page after page of argument as to why it does not.

The 19 workers departing after less than two weeks in early May 2015 decided that the work was too difficult for them and left Sun Valley in dire straits with respect to the asparagus harvest. The group of workers departing in August 2015 after the pepper crop failure had all met their three-fourths guarantee levels. No worker was threatened or coerced into signing anything, much less into any effort to waive their H-2A rights. At its heart, the facts and reality simply do not match the rhetoric. Sun Valley respectfully asks that the Court to enter judgment in its favor on all charges.

DATED: December 15, 2017

/s/ Christopher J. Schulte
Christopher Schulte
CJ Lake, LLC
525 9th Street N.W. Suite 800
Washington, DC 20004
(202) 465-3000
(202 347-3664 (fax)

CERTIFICATE OF SERVICE

I hereby certify that on December 15, 2017 a copy of Respondent's Post-Hearing Brief was sent by overnight mail to the Court, and courtesy copies of said brief were also sent on December 15, 2017 by e-mail and overnight mail to:

Jacob Heyman Kantor
Jason E. Glick
Attorneys
United States Department of Labor
HeymanKantor.Jacob@dol.gov
Glick.Jason.E@dol.gov

/s/ Christopher J. Schulte
Christopher Schulte
Counsel for Respondent

20-0018

.S. Department of Labor

Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

(856) 486-3800
(856) 486-3806 (FAX)

Issue Date: 28 October 2019

Case No.: 2017-TAE-00003

In the Matter of

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR
Plaintiff

v.

SUN VALLEY ORCHARDS, LLC
Respondent

DECISION AND ORDER AFFIRMING IN PART AND MODIFYING IN PART THE ADMINISTRATOR'S FINDINGS

This matter arises under the H-2A provision of the Immigration and Nationality Act ("INA" or "the Act"), as amended, 8 U.S.C. §§ 1101(a) and 1188(c), and the U.S. Department of Labor's ("DOL") implementing regulations found at 20 C.F.R. Part 655, subpart B, and 29 C.F.R. Part 501 ("the H-2A regulations" or "the [governing] regulations").

PROCEDURAL HISTORY

The Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator") filed a Notice of Determination on June 22, 2016, alleging multiple violations of the H-2A program against Sun Valley Orchards, LLC's ("Respondent"). See JX 10 (December 23, 2006 Order of Reference and Summary of Violations). The Administrator assessed back pay and civil money penalties ("CMPs") totaling $564,026. See Administrator's Brief at 91.

On December 23, 2016, the Administrator issued an Order of Reference, which referred the matter to the Office of Administrative Law Judges ("OALJ"). On January 11, 2017, the undersigned received the assignment of this case. On January 18, 2017, the undersigned issued an Initial Notice of Hearing and Pre-Hearing Order scheduling the hearing to begin on February 16, 2017 in Cherry Hill, New Jersey. At a February 2, 2017 telephonic pre-hearing conference, the Parties petitioned the undersigned for a revised hearing schedule. A February 7, 2017 Order granted the Parties' joint motion for a revised hearing schedule, and scheduled the hearing to begin on July 18, 2017.

On May 23, 2017, by facsimile, Respondent's counsel filed an Emergency Motion for Revised Schedule proposing to move the filing of motions for summary decision deadline to June 9, 2017. By facsimile dated May 24, 2017, the Administrator filed her Opposition to Respondent's Motion for a Third Extension to the Summary Decision Deadline. Respondent submitted, by facsimile on May 24, 2017, Respondent's Reply in Further Support of Emergency Motion for Revised Schedule.

A May 25, 2017 Order Granting Respondent's Emergency Motion for Revised Schedule afforded the parties a one-week extension to file motions for summary decision. Further, the Order advised the parties that no other deadlines would change and the hearing remained scheduled for July 18, 2017 in Cherry Hill, New Jersey. The undersigned received both the Administrator's Motion for Partial Summary Decision and Respondent's Motion for Summary Decision on June 2, 2017.

On June 6, 2017, by facsimile, the Administrator filed a Joint Motion to Extend by One Week Certain Pre-Hearing Deadlines. The parties jointly requested that the undersigned set June 16, 2017 as the deadline to file summary decision oppositions, extend the deadline for pre-hearing disclosures and exchanges to June 19, 2017, and extend the deadline for the pre-hearing statements to June 23, 2017. A June 8, 2017 Order granted the parties' joint motion to extend the foregoing deadlines. A July 7, 2017 Order denied the parties' motions for summary decision.

On July 18, 2017, the hearing commenced in Cherry Hill, New Jersey. At the conclusion of the hearing, on July 21, 2017,[1] the undersigned directed the parties to meet and confer regarding a briefing schedule. On September 25, 2017, by facsimile letter, the parties filed a Joint Motion to Set Post Hearing Briefing Schedule. An October 5, 2017 Order granted the parties' joint motion and extended the deadline to submit post-hearing briefs to December 15, 2017. Both parties submitted briefs on December 15, 2017.

ISSUES

1. Did Respondent violate 20 C.F.R. § 655.122(g), (p), and (q) by making false promises about kitchen access and failing to disclose meal charges?
   a. If so, did the Administrator properly assess $128,285 in back wages?
   b. If so, did the Administrator properly assess $198,450 in civil money penalties ("CMPs")?
2. Did Respondent violate 20 C.F.R. § 655.122(p) through Agustin Hernandez's sale of drinks and other items at a profit or in violation of state law?
   a. If so, did the Administrator properly assess $80,762.69 in back wages?

[1] At the hearing, the undersigned admitted the following exhibits: Administrative Law Judge's Exhibit ("ALJX") 1; Joint Exhibits ("JX") 1–JX 10; Prosecuting Party's Exhibits ("PX") 1; PX 2; PX 3; PX 15–PX 15-2; PX 16; PX 16-1; PX 17-1; PX 17-2; PX 17-3; PX 19; PX 20; PX 21; PX 22; PX 23; PX 24; PX 25; PX 28; PX 29; PX 30; PX 32; PX 33; PX 34; PX 35; PX 36; PX 37; PX 39; PX 41; and PX 42; Respondent's Exhibits ("RX") 1; RX 2; RX 5; RX 7; RX 9; and RX 12–RX 19.

3. Did Respondent violate 20 C.F.R. § 655.122(i) by discharging certain workers prior to such workers meeting the three-fourths wages guarantee?
   a. If so, did the Administrator properly assess $142,728.22 in back wages?
   b. If so, did the Administrator properly assess $1,350.00 in CMPs?
4. Did Respondent violate 29 C.F.R. § 501.5 by attempting to cause workers to waive the three-fourths guarantee at 20 C.F.R. § 655.122(i)?
   a. If so, did the Administrator properly assess $1,350.00 in CMPs?
5. Did Respondent violate 20 C.F.R. § 655.122(d) by providing inadequate housing?
   a. If so, did the Administrator properly assess $3,600.00 in CMPs?
6. Did Respondent violate 20 C.F.R. § 655.122(h)(4) through providing substandard transportation and unlicensed drivers?
   a. If so, did the Administrator properly assess $7,500.00 in CMPs?

See Administrator's Brief at 91 (revising back wages owed); see, *e.g.*, JX 10 page 160 (the Administrator's originally submitted "Summary of Violations" table).

STIPULATIONS OF FACT

The Parties agree to the following stipulations, provided in full:[2]

1. Respondent, a New Jersey farm, employs both foreign nationals working on H-2A visas ("H-2A workers") as well as a number of non-H-2A employees, including non-H-2A employees engaged in corresponding employment ("domestic workers").[3] The workers' duties include picking asparagus, peppers, and other crops.

2. Respondent was founded as a limited liability corporation in 2012 and is owned by Russell Marino Jr.; Joseph Marino, Harry Marino; and Russell Marino, Sr.

3. Respondent took over the farming operation formerly known as Marino Brothers, Inc.

4. Marino Brothers, Inc. did business under the trade name "Sun Valley Orchards."

5. Russell Marino, Sr.; Sebastien Marino; and Harry Marino owned Marino Brothers, Inc.

6. Marino Brothers, Inc. employed Agustin Hernandez ("Hernandez") and Russell Marino, Jr. (among others).

7. To obtain workers for the period of April 13, 2015 to October 10, 2015 (the "2015 growing season"), Respondent filed two applications for Temporary Employment Certification ETA Form 9142 ("TEC") and two Agricultural and Food Processing Clearance Orders (ETA Form 790) ("job orders").

---

[2] The undersigned has made minor grammatical changes to the Parties' stipulations.

[3] Where necessary and appropriate, the undersigned will use the term "farmworkers" to denote both H-2A workers and non H-2A domestic workers.

8. Respondent filed a job order for the period of April 13, 2015 to October 10, 2015. The Department of Labor subsequently approved this job order. JX 1 contains a true and accurate copy of that job order.

9. Respondent also filed a TEC for this same time period. The Department subsequently approved this TEC. JX 2 is a true and accurate copy of that TEC.

10. Respondent also filed a job order for the period of June 1, 2015 to October 10, 2015. The Department subsequently approved this job order. JX 3 is a true and accurate copy of that job order.

11. Respondent also filed a TEC for the period of June 1, 2015 to October 10, 2015. The Department subsequently approved this TEC. JX 4 is a true and accurate copy of that TEC.

12. After the Department of Labor approved these TECs and job orders, Respondent hired H-2A workers.

13. During 2015, Respondent qualified as an employer within the definition of 20 C.F.R. § 655.103(b).

14. During 2015, Hernandez was not an employer within the definition of 20 C.F.R. § 655.103(b).

15. JX 5 is a chart listing the ninety-six H-2A workers and fifty-one domestic workers that Respondent employed during the 2015 growing season.

16. In the job orders, Respondent promised to pay these employees $11.29 per hour or at a piece rate, whichever was higher.

17. JX 6 is a true and accurate copy of Respondent's employee roster for the 2015 growing season.

18. During the 2015 growing season, Hernandez supervised Respondent's H-2A and domestic workers and selected the drivers to transport Respondent's H-2A and domestic workers from the housing facility to the agricultural fields.

19. During the 2015 growing season, Respondent's H-2A workers, and many of its domestic workers, lived at Respondent's housing facility, which is located at 1321 Route 45 South, Swedesboro, NJ 08085.

20. This housing facility was built before April 3, 1980, and includes (among other things) bedrooms, a bathroom facility, and (in an adjacent building with a separate entrance) a kitchen.

21. During the 2015 growing season, Respondent paid for the utilities for this kitchen (including gas, electricity, and water), and provided various appliances for the kitchen, including stoves, freezers, a microwave, and refrigerators.

22. During the 2015 growing season, 139 of Respondent's H-2A and domestic workers purchased meals prepared in Respondent's kitchen and paid Hernandez between $75 and $80 a week for these meals.

23. During the 2015 growing season, many of Respondent's H-2A and domestic workers paid Hernandez for soft drinks, energy drinks, and snacks, among other things.

24. During the 2015 growing season, to the parties' knowledge, Respondent withheld no money from any H-2A or domestic worker's paychecks for meals, drinks, or any other items.

25. Other than payments to Hernandez, to the parties' knowledge, none of the H-2A workers or domestic workers paid Respondent for meals, drinks, or any other items.

26. During the 2015 growing season, Hernandez did not have a license to sell beer or cigarettes.

27. The chart at JX 7 lists workers who last worked at Respondent on or before May 7, 2015.[4]

28. Jose D. Islas Larraga last worked for Respondent on June 9, 2015.[5]

29. On or about August 8, 2015, Respondent terminated the employment of Miguel A. Elizondo Soto, Luis A. Luna Gonzalez, Jose L. Silva Lopez, Dario Morales Acosta, and Rodrigo Raya Tapia. These workers' last day of work occurred on or before August 4, 2015.

30. Respondent asked workers whose work ended before the end of the season to complete a worker departure form.

31. The top half of this form was in English and the bottom half was in Spanish.

32. The workers were instructed to retain the bottom half and to return the top half.

33. JX 8 contains true and accurate copies of the English portions of the worker departure forms signed by Respondent's workers around the time that their work was ending.

---

[4] The parties dispute whether the workers' employment ended because Respondent constructively discharged or terminated them, or because they voluntarily quit.

[5] The parties also dispute the reasons that this worker stopped working for Respondent.

34. Attached, as JX 9 is a true and accurate copy of a worker departure form, including English and Spanish portions, dated August 8, 2015.

35. Worker departure forms were distributed to H-2A workers who departed before the end of the season around the time that these workers' work ended.

36. During the 2015 growing season, the Wage and Hour Division of the U.S. Department of Labor, including Wage Hour Investigators ("WHI") John Crudup and Jose Perez, investigated Respondent to determine (among other things) whether the farm was in compliance with H-2A regulations.

37. During their investigation, [the Administrator] inspected the housing facility and five of Respondent's buses, interviewed Respondent's workers and drivers, and met with Respondent's owners and with Hernandez.

38. On June 22, 2016, the Administrator issued a determination letter alleging that Respondent violated certain H-2A regulations and assessing $369,703.22 in back wages and $212,250.00 in CMPs against Respondent.

39. On July 20, 2016, Respondent filed a timely hearing request.

40. On December 23, 2016, the Administrator filed an Order of Reference referring the matter to OALJ. The Administrator also amended the determination letter by adjusting the amounts sought to $376,697.61 in back wages and $212,250.00 in CMPs, and added additional findings and bases for the Administrator's back wage and CMP assessment.

41. Attached, as JX 10 is a true and accurate copy of the Order of Reference, which includes true and accurate copies of the underlying determination letter and hearing request referenced in paragraphs 38-40.

42. During the course of discovery in this matter, the Administrator took depositions of six H-2A workers. In accordance with 29 C.F.R. § 18.55(a), the Parties stipulate that true and accurate transcripts or videos of the depositions, or portions thereof, may be used at the hearing to the extent that doing so would be admissible under the applicable rules of evidence as if the deponent were present and testifying at the hearing.

See ALJX 1 ("Joint Stipulation of Agreed Facts").

FINDINGS OF FACT[6]

Bathroom Conditions

The bathrooms at Respondent's dormitories lacked sufficient hot water.[7] Two of the sinks were completely broken.[8] The bathrooms contained windows without screens, which

[6] For the sake of readability only, the undersigned has grouped the findings of fact in alphabetical order, and used footnote citations.

allowed entry to pests.[9] Relatedly, when workers first arrived, there were no bathrooms in the fields.[10]

Beer Sales

Hernandez sold beer to the farmworkers; however, he did not have a license from the State of New Jersey to do so.[11] Hernandez did not keep a record of the amount of beers sold to the farmworkers. As a result, WHI Perez created the reconstruction at PX 2, which attempted to calculate Hernandez's "estimated profit."[12] The evidence of record reasonably establishes that the workers bought three and three-quarter cans of beer per week; however, some workers bought more per week and some did not buy any beer at all.[13] To determine the price of beers, WHI Perez went to Costco and obtained a price of $20.99 for a thirty-pack of Coors Light.[14] The Administrator reasonably estimated that the wholesale price for a can of beer was seventy cents.[15] WHI Perez went to Costco, because Elia Pinon, Hernandez's wife, told him that she and Hernandez bought their beer at another wholesaler, Sam's Club.[16] Hernandez sold Corona,

---

7 See Tr. at 30, 60 (Maldonado's testimony), 103–04 (Gustavo Perez's testimony), 330 (WHI Perez's testimony); PX 7 at 189 (Silva Lopez recalling that, at times, he took cold showers); PX 11 at 288 (Garcia Dominguez stating on deposition that there was only enough hot water for ten people to shower before it ran out). *Cf.* Tr. at 203, 215 (Hernandez's testimony that workers had to "wait a little bit" for hot water).

8 See Tr. at 200–01 (Hernandez's testimony).

9 See Tr. at 202–03 (Hernandez's testimony).

10 See Tr. at 17–19, 76 (Maldonado's testimony), 91 (Gustavo Perez's testimony), 139 (Cheguez's testimony); PX 9 at 216 (Cinta Tegoma's deposition testimony that workers had the option to "hold" their waste or "run towards the trees"); PX 11 at 274 (Dominguez's deposition testimony that bathrooms were not available).

11 See ALJX 1 at ¶ 26 (Joint Stipulation of Agreed Facts).

12 Tr. at 581, 637–38 (WHI Perez's testimony); Appendix C to the Administrator's brief titled "Revised Back Wage Computations as to Illegal Beer Sales at a Profit."

13 See, *e.g.*, PX 13 at 345–47 (Dario Morales Acosta testifying that he bought around two and one-half beers per week, but other workers likely bought more); PX 3 at 80–82 (Cervantes Ramirez recalling that he purchased six beers per week with three other coworkers); PX 5 at 142 (Miguel Angel Elizondo Soto stating that he bought two beers a week); PX 11 at 281–83 (Garcia Dominguez recalling that he purchased seven beers a week, but some workers bought three to five beers per night); Tr. at 25–26 (Maldonado, who only worked for Respondent for two weeks, bought a twelve-pack of beer each week); PX 7 at 180–82 (Silva Lopez remembering that he bought one or two beers a day for three days a week, and that some workers bought more beer than he did). *Cf.* PX 9 at 219; Tr. at 98, 269 (Cinta Tegoma and Gustavo Marquez Perez, respectively, testifying that they did not purchase any beer; Pedro Zavala Almanza only ever purchased one beer).

14 See Tr. at 450–51.

15 See Tr. at 374, 451–52, 627.

16 See Tr. at 505–06.

Coors Light, Budweiser, Modelo, and Coors Light.[17] Thus, it was reasonable for WHI Perez to determine the per-can cost through comparison of Coors Light sold at a wholesale club, here Costco. The Administrator decided to reimburse those farmworkers who bought beer for the amount of Hernandez's profit, which it reasonably determined was $1.30 per can (the beers cost seventy cents and Hernandez sold the beers for $2).[18] Perez provided a reasonable calculation that Respondent owed each worker $18.20 per week in back wages.[19]

Buses

Respondent used buses to transport the farmworkers from its dormitory to the fields; one field was a fifteen-minute drive from the dormitory area.[20] Hernandez chose bus drivers from amongst its farmworkers.[21] Of the five buses WHI Perez inspected, three had worn, unsafe tires.[22] One bus had a broken rear turn signal.[23]

Deductions from Pay

The farmworkers never paid in cash for either the meals or the beverages Hernandez sold.[24] Hernandez would take workers' checks to the bank to cash them and then return the money to the workers, minus any money owed for meals and beverages.[25] Russel Marino, Jr. told Hernandez to keep track of the farmworkers' payments in this way.[26]

Drivers

Hernandez selected bus drivers from within Respondent's pool of workers.[27] Hernandez would allow any such worker to drive if the worker had a Mexican driver's license or driving

---

17 See Tr. at 359–60 (WHI Perez discussing the contents of Hernandez's refrigerator, as shown in PX 32, pages 1076 and 1078–79); Tr. at 580 (discussing the contents of PX 32, page 1077, showing a can of Coors Light).

18 See Appendix C to Administrator's Brief.

19 See Tr. at 626–27; PX 2.

20 See Tr. at 204–05. *C.f.* 31–32 (Maldonado recalling that the trips were thirty-minutes each way).

21 See Tr. at 31, 104.

22 See Tr. at 402–06, 607–08; PX 29 pages 1058–63 (showing three tires that are clearly unsafe for road use due to the condition of the tires as bald and cracked).

23 See Tr. at 405; PX 29 at 1057 (showing that bus number 205 has a broken right rear turn signal).

24 See Tr. at 42 (Maldonado's testimony), 100 (Gustavo Perez's testimony), 186–87, 211 (Hernandez's testimony that workers never paid Respondent).

25 See Tr. at 100, 189, and 338–40.

26 See Tr. at 187.

27 See Tr. at 205.

experience.[28] In response to WHI Perez's request, none of the five workers WHI Perez observed driving the buses could provide him with a U.S. driver's license.[29] Hernandez only provided drivers' licenses to WHI Perez for three of the five drivers WHI Perez observed.[30] Two had Mexican driver's licenses, one had an expired Mexican driver's license, and two had no licenses.[31] Russel Marino, Jr. told WHI Perez that he could not control who drives the bus on any given day.[32]

Hard Work

The farmworkers engaged in "hard work."[33] The workers worked twelve hours per day with only one one-hour break.[34] Some of the workers had prior experience working in a bent over posture.[35]

Hernandez's Working Relationship with Respondent

Hernandez has worked for Respondent or its predecessor companies for twenty-seven years.[36] His father worked for Respondent, his son currently drives a bus for Respondent, and his wife works in Respondent's kitchen.[37] Hernandez receives all of his pay from Respondent; Respondent provides him with an hourly pay rate plus commission for the amount of product that is packaged.[38] For example, if the farmworkers packaged more asparagus, Hernandez would receive more money in the form of a commission.[39]

---

28 See Tr. at 205–06.

29 See Tr. at 390–401.

30 Tr. at 400.

31 Tr. at 390–401; PX 30 at 1064–72.

32 See Tr. at 456.

33 See Tr. at 17 (Maldonado's testimony), 219 (Hernandez stating that cutting asparagus "is the toughest work we have), 256 (Almanza's testimony), 726 (Russel Marino, Jr. recalling that the workers at the May 2015 meeting complained of the difficulty of the work required).

34 See Tr. at 17 (Maldonado's testimony), 90–91 (Gustavo Perez's testimony), 139 (Cheguez's testimony) 257 (Almanza's testimony).

35 See, *e.g.*, Tr. at 125 (Gustavo Perez stating that he had experience harvesting beans and chili pepper which required "the same" posture as harvesting asparagus).

36 See Tr. at 171.

37 See id.

38 See Tr. at 230.

39 Id.

In 2015, Hernandez helped facilitate Respondent's engagement in the H-2A program.[40] Hernandez operated the meal plan that fed the farmworkers. Although Hernandez utilized Respondent's kitchen to do so, he paid the cooks, and bought groceries and certain appliances, as needed, to cook the meals.[41] Hernandez's wife, Elia Pinon, worked in the kitchen.[42] After Respondent decided to utilize the H-2A program in 2015, Respondent told Hernandez that he could keep charging for meals but that Hernandez—not Respondent—would be responsible for paying the kitchen staff's wages.[43]

Concerning kitchen access, Russel Marino, Jr. told Hernandez to "accommodate the guys however he had to."[44] Respondent paid the kitchen's utility bills.[45] Respondent did not pick the menu or otherwise tell Hernandez how to run the kitchen or set prices.[46] Hernandez told Respondent how much he planned to charge for the meals.[47] Respondent told Hernandez to keep track of the workers' payments for the meal plan.[48] Respondent took Hernandez to a meeting with the Department to ensure he understood the regulatory parameters concerning meal plans.[49] Respondent told Hernandez "for years" to keep his receipts, "because you cannot make a profit on the men."[50] Hernandez charged workers seventy-five to eighty dollars per week to participate in the meal plan and kept track of the workers' participation.[51] Hernandez also sold beverages, including beer, to the farmworkers.[52] Respondent did not receive money from Hernandez or otherwise tell him how much to sell the drinks.[53] Hernandez kept a "store" in Respondent's kitchen, where he would sell drinks, snacks, and beer.[54]

---

40 See Tr. at 171–74, 806–07 (Russel Marino, Jr. recalling that in 2015, he asked Hernandez how many workers from the H-2A program he would need).

41 See Tr. at 177–78, 229, 244, 252, and 793.

42 Tr. at 171; PX 19.

43 See Tr. at 177.

44 Tr. at 743.

45 See Tr. at 793.

46 See Tr. at 247, 808.

47 See Tr. at 187–88.

48 See Tr.at 186–87.

49 See Tr. at 738, 742–43.

50 See Tr. at 808.

51 See Tr. at 179–80.

52 See Tr. at 194–95, 638.

53 See Tr. at 737.

54 See Tr. at 51; PX 32 pages 1075–76, 1082 (showing items associated with a company store, including a cash register, stacks of instant soup, a coffee urn, a Coca-Cola branded glass door refrigerator stocked with sodas

When workers arrived at the camp, Hernandez said that he would orient them about housing, the "rules of the camp," keeping the bathrooms clean, hours of work, pay, kitchen access, and cost of meals.[55] Hernandez told the workers when to work; the workers did not have a choice as to their hours.[56] Russel Marino, Jr. only "sometimes" was present for the workers' orientation.[57] "Several times a day," Russel Marino, Jr. would check in with Hernandez concerning the farm's "day-to-day happenings."[58] Russel Marino, Jr. did not explain the meal cost because "that's in the contract."[59] When the farmworkers paid Hernandez, the workers signed a form to indicate they "agreed that they received the meal and" paid for the meal plan; Respondent's name appears at the top of the form.[60]

Hernandez also maintained the sleeping quarters and bathroom facilities at Respondent's dormitory site.[61] Hernandez was responsible for transporting the farmworkers from the dormitory area to the fields.[62] Respondent tasked Hernandez with ensuring that the workers had water in the fields.[63] Workers paid Hernandez for meals, drinks, housing, and transportation; they did not pay Respondent directly.[64]

Kitchen Access

---

and Monster energy drinks, and a wire display rack stocked with chips and other snack foods), PX 32 page 1079 (showing the contents of a refrigerator full of beer).

55 See Tr. at 61 (Maldonado stating that Hernandez was "in charge" and he never spoke with anyone from the Marino family); 174–75 (Hernandez's testimony); 773 (Russel Marino, Jr. stating that Hernandez "primarily" oriented the workers); 825 (Russel Marino, Jr. stating that the workers complained to Hernandez because Russel Marino, Jr. does not speak Spanish and "that's the chain of command"); PX 3 at 101 (Carlos Cervantes Ramirez stating on deposition that Hernandez was "in charge").

56 See Tr. at 17 (Maldonado's testimony), 90–91 (Gustavo Perez's testimony), 139 (Cheguez's testimony), 257 (Almanza's testimony), PX 3 at 68–69 (deposition of Cervantes Ramirez); *cf.* JX 1; JX 3 (ETA Forms 790 telling the workers to "anticipate" working seven hours each weekday and five hours on either Saturday or Sunday (JX 1 says Saturday and JX 3 says Sunday), and informing the workers that they "may be requested to work 12+ hours per day . . . but will not be required to do so").

57 PX 15 at 401.

58 Tr. at 719.

59 PX 15 at 403–04 (Russel Marino, Jr. stating that everything he said was true as of 2015).

60 PX 17 at 764 (Hernandez's deposition testimony, discussing PX 17-2 at 799 (the meal payment form)); Tr. at 182–86 (Hernandez testifying he would use the form at PX 17-2—a document Respondent created in its office—to keep track of the workers who engaged in Respondent's meals program).

61 See Tr. at 199–205.

62 See Tr. at 204–05.

63 See Tr. at 213.

64 See Tr. at 211, 233.

Although the dormitory-area had a kitchen, workers did not have access to the kitchen. The workers could not make their own meals.[65] Except for a refrigerator Hernandez added to keep cool the beverages he sold, Respondent owned the kitchen, all of its major appliances, and paid for all utilities.[66] The workers never asked to use the kitchen facilities.[67] Cheguez testified that the farmworkers "were sure that they were going to say no because . . . we couldn't . . . do our own cooking there."[68] The kitchen was large, but not large enough for "many workers to cook simultaneously."[69]

Layoffs and Three-fourths Guarantee

In August 2015, Respondent's pepper crop became diseased and Respondent had to lay off forty-four workers due to lack of work.[70] Hernandez chose "troublemakers" to lay off because no workers initially volunteered for the layoff.[71] The "troublemakers" were those employees who refused to work on the weekend.[72] Russel Marino, Jr. did not know the names of

---

65 See Tr. at 20–21 (Maldonado testifying "[s]ince they didn't have another kitchen to prepare our food, we had to consume the food that they sold us"), 93–94 (Gustavo Perez's testimony), 159 (Cheguez's testimony), 175–76 (Hernandez recognizing that the kitchen was not large enough "for everyone to cook" or to store food in the kitchen's refrigerators), 263–64 (Almanza's testimony that he could not cook in the kitchen, so he bought his own "stove"), 283 (Almanza's testimony that he never observed any of the farmworkers in the kitchen), 333, 337 (WHI Perez concluding that workers did not have access to the kitchen for the purpose of cooking their own meals), 500 (WHI Perez stating that workers had asked Hernandez to use the kitchen), 589–90 (WHI Perez discussing Pinon's statement at PX 19 page 809, that workers were not allowed to access the kitchen to cook their own food; sometimes Pinon gave workers permission to reheat food, but only under supervision); *cf.* Tr. at 771–73 (Russel Marino, Jr. recalling that in 2015, Respondent provided cooking "facilities" and kitchen access to the farmworkers "free of charge" and that Hernandez never prevented anyone from cooking in the kitchen), Tr. at 455 (WHI Perez recalling that Russel Marino, Jr. and Joseph Marino told him that workers had access to the kitchen facilities). Hernandez sold soft drinks, beer, and general provisions out of Respondent's kitchen. See Tr. at 190, 194, 357–60; PX 32 pages 1050, 1076, and 1078–79.

66 Tr. at 745, 778, 793; ALJX 1 at ¶ 21.

67 See Tr. at 592.

68 Tr. at 159.

69 Tr. at 744 (Russel Marino, Jr.'s testimony). See Tr. at 501 (WHI Perez agreeing it would be "close quarters" if 150 people attempted to use the kitchen at once), 175–76 (Hernandez's testimony that the kitchen was not large enough "for everyone to cook in the kitchen" or to store food in the kitchen's refrigerators).

70 Tr. at 207, 238.

71 See Tr. at 208 (Hernandez's testimony); *cf.* Tr. at 779 (Russel Marino, Jr. testifying that "troublemakers" were not selected because Respondent had no troublemakers).

72 Id.

the laid-off workers.[73] Of the workers who left in August 2015, Respondent only failed to fulfill its three-fourths requirement concerning four such workers.[74]

Russel Marino, Jr. said that Lisa Justice, Respondent's payroll manager,[75] ensured that Respondent fulfilled the three-fourths guarantee for any laid off worker.[76] WHI Perez understood the H-2A regulations to mean that the employer is required to pay three-fourths of the hours offered, "based on the beginning and ending date" of the worker being available for work at the site.[77] Perez said that the "clock" starting running the day after the employee arrived at the property.[78]

Litter at the Dormitory

PX 33, page 1094, is a photograph of a pile of discarded cans of soda and beer.[79] The pile of discarded cans is located "directly across from the dormitory housing."[80] PX 33, pages 1095 through 1102, are more photographs of the discarded cans.[81] The photographs show discarded cans of Budweiser, Modelo, Monster, and Coors Light.[82] The dormitory area also had garbage cans without tight fitting lids; many without lids at all.[83]

Mattresses

PX 28, page 1056, shows mattresses on the floor with "worker belongings" on top of and beside the mattresses.[84] The mattresses were made-up with blankets.[85] During the course of his

---

73 Tr. at 216.

74 See Tr. at 642–44.

75 Tr. at 681

76 See Tr. at 779.

77 Tr. at 610–11.

78 Tr. at 610–11, 634–35; PX 1 (WHI Perez's calculations concerning which workers are owed back pay due to Respondent's three-fourths violation).

79 See Tr. at 374–76, 603–04.

80 Tr. at 375.

81 See id.

82 See PX 33 pages 1095–1102.

83 See Tr. at 324.

84 Tr. at 324, 329–30.

85 PX 28 page 1056.

investigation, WHI Perez learned that workers slept on mattresses placed on the floor.[86] WHI Perez did not know how the mattresses came to rest on the floor.[87] He "assumed" that each worker had his or her own mattress.[88] WHI Perez did not recall if he observed any bunkbeds with missing mattresses.[89]

May 2015 Argument

In May 2015,[90] a meeting occurred between Respondent—represented by Hernandez, Russel Marino, Jr., and Joseph Marino—and nineteen of the farmworkers.[91] The nineteen workers were upset at the working and living conditions, and wanted to share their concerns with Respondent.[92] During the May 2015 meeting, Russel Marino, Jr. became angry with the workers.[93] A number of the nineteen workers left the argument thinking that Respondent had

---

86 Id.

87 See Tr. at 492.

88 See Tr. at 494–95.

89 See Tr. at 599; see also Tr. at 493.

90 Neither party proffered evidence as to when in May 2015 the argument occurred; however, the argument had to occur before the May 7, 2015 email from Warren Wicker of National Agriculture Consultants, which informed the Department of the departure of the nineteen workers.

91 See, *e.g.*, Tr. at 407, 538–41, 723–27, 766, 809–11, 826–31.

92 See, *e.g.*, Tr. at 33–40 (Maldonado's testimony that he and his coworkers were upset about the working conditions and so wanted to talk to Russel Marino, Jr.), 106–07 (Gustavo Perez's testimony that he and a group of his coworkers decided to talk to Russel Marino, Jr. because "of the conditions we were in, because we didn't have a place to cook, because of the bathrooms, because of the way the installations were, and because of the way [Hernandez] treated us"), 117 (Gustavo Perez saying that he first complained to Hernandez concerning the working conditions "about a week" after he began working for Respondent), 122 (Gustavo Perez stating his concern that he did not receive proper training), 138–39 (Cheguez recalling that Hernandez was a "bad" supervisor, and threatened the workers with deportation, and always required the workers to work faster), 148 (Cheguez recalling that the workers "wanted to work" but Respondent did not treat them well), 160 (Cheguez agreeing that the goal of the conversation was to work at a more "comfortable pace"); PX 5 at 125 (Elizondo Soto recalling Hernandez's threats to send the workers "back to Mexico"). *Cf.* Tr. at 220–24 (Hernandez recalling that workers thought the work was too hard and that they did not complain about housing), 726 (Russel Marino, Jr. testifying that the workers could not perform the job because it was too hard and was for "real men"), 810 (Joseph Marino stating that the workers felt the work was too hard).

93 See, *e.g.*, Tr. at 39, 65, 81–83 (Maldonado recalling that Russel Marino, Jr. said that the workers "could leave" if they did not like the conditions and that Russel Marino, Jr. "practically fired [Respondent's H-2A workers]" during the argument, and that he felt like he "needed to leave"; he left due to problems "with [his] boss"), 107–08 (Gustavo Perez stating that, during the May 2015 argument, Russel Marino, Jr. was very upset and cursed at the farmworkers; Gustavo Perez believed he could not continue working for Respondent), 129–30 (Gustavo Perez remembering that Russel Marino, Jr. said that the workers were not "working out for him" and then apologized after the conversation), 147 (Cheguez remembering that Russel Marino, Jr. "scream[ed] and yell[ed] in an arrogant way"), 222 (Hernandez stating that Russel Marino, Jr. "was a little bit upset"), 728 (Russel Marino, Jr. remembering thinking that Respondent had exhausted all of its options, and "we're [either] going to let these guys go, or we're going to send them on their way, however we had to do it"); PX 3 at 101 (Cervantes Ramirez recalling that, during the argument, Russel Marino, Jr. said that the workers were fired); PX 9 at 232, 258 (Cinta Tegoma recalling that

fired them.[94] Joseph Marino testified on deposition to his lack of awareness of what was said during the argument; however, at the hearing, he recalled, "part of what [Russel Marino, Jr.] said."[95] Joseph Marino's conflicting statements show a lack of credibility and his testimony merits little weight.

Meals

JX 1 is the ETA Form 790 Job Order, which requested forty workers for the period of April 13, 2015 to October 10, 2015. On December 12, 2014, Russel Marino, Jr. signed the Job Order.[96] The Job Order at JX 1 states:

> Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals . . . . Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.[97]

JX 3, the ETA Form 790 Job Order concerning the period June 1, 2015 to October 10, 2015, contained the same or substantially similar language.[98]

Respondent hired a company called National Agricultural Consultants to help complete the 2015 H-2A job orders.[99] Russel Marino, Jr. said that he conducted research and sought advice from other farmers concerning Respondent's participation in the H-2A program.[100]

Upon arrival at Respondent's dormitory, Hernandez informed the farmworkers about the existence of a meal plan, which cost between $75 and $80 per week.[101] Russel Marino, Jr.

Russel Marino, Jr. tried to hit him and that Russel Marino, Jr. did not give him the option of staying because he "was fired"); PX 11 at 305 (Hector Mishel Garcia Dominguez stating that he left Respondent's employ not for personal reasons, but because Russel Marino, Jr. "decided that we were not worth for the job [sic])."

94 See, *e.g.*, Tr. at 39–40, 65 (Maldonado stating that Russel Marino, Jr. had "practically fired us"), 80–81 (Maldonado saying that he understood he "needed to leave" due to the argument), 107, 125–29 (Gustavo Perez recalling that Russel Marino, Jr. said "we weren't necessary" during the argument, that he did not have the opportunity to continue working for Respondent due to the conversation, and that Hernandez told him he "must leave").

95 Tr. at 826–29.

96 See JX 1.

97 Id.

98 See JX 3.

99 See Tr. at 740–41; PX 40 (Respondent's Form I-129, "Petition for a Nonimmigrant Worker," which contains the signatures of Theresa Ward from National Agricultural Consultants and Russel Marino, Jr.).

100 Tr. at 713.

testified that in 2015 Respondent indeed furnished the "facilities" to allow the farmworkers to cook their own meals.[102] Although in both 2015 and 2016, Respondent provided meals "at cost" to the farmworkers, Russel Marino, Jr. recognized that the 2015 job order failed to mention that fact.[103]

Non-alcoholic Beverages and Other Items Sold to the Farmworkers

Hernandez sold a variety of items to the farmworkers, including soda, energy drinks, beer, Gatorade, cookies, toilet paper, and soup.[104] The Administrator decided to enforce back wages and CMPs against Respondent only for the beverages it sold to the farmworkers; the Administrator did not enforce back wages and CMPs for any violations resulting from the selling of cookies, toilet paper, and soup. Hernandez sold the beverages in the fields and out of Respondent's kitchen.[105] The Administrator had to reconstruct the amount of non-alcoholic drinks sold because Hernandez either destroyed or otherwise could not produce his records as to the workers' purchase of drinks in the summer of 2015.[106] The preponderant evidence of record demonstrates that each farmworker purchased from Hernandez, on average, four non-alcoholic drinks per day.[107] By contrast, the Administrator considered a 4.4 drinks-per-day figure. The Administrator applied a price of $1.25 per drink, even though the Administrator determined that was likely a conservative estimate.[108]

---

101 See Tr. at 20 (Maldonado's testimony), 92 (Gustavo Perez saying that he had no choice but to pay Hernandez for the meal plan, even though he would have rather prepared his own food), 140–41 (Cheguez's testimony of same), 176 (Hernandez stating that workers who did not wish to participate in the meal plan had to "eat outside or to order a delivery meal"), 178–80 (Hernandez discussing PX 17-1 and PX 17-2, where Hernandez tracked the workers who participated in the meal plans), 262 (Almanza's testimony), 334 (WHI Perez's testimony). WHI Perez did not learn why the meal plan cost $75 some weeks and other weeks cost $80. See Tr. at 600.

102 Tr. at 772.

103 Tr. at 763.

104 See Tr. at 22–27, 96–97, 193–97, 266–67, and 502.

105 See Tr. at 189–94, 266–67, 360.

106 See Tr. at 209 (Hernandez's testimony), 361 (WHI Perez stating that Hernandez generally "did not have purchase receipts for drinks," even though he had such receipts for meals).

107 See Tr. at 360–61 (WHI Perez testifying that that Hernandez said he sold four soft drinks per day per worker), 143 (Cheguez testifying that he purchased "three to four" soft drinks per day), 97 (Gustavo Marquez Perez stating that he purchased between eight and nine soft drinks per day), 269 (Almanza recalling that he purchased three to four soft drinks per day), Tr. at 21–23 (Maldonado testifying that he purchased eight soft drinks per day); PX 3 at 72 (Cervantes Ramirez saying that he bought three to four soft drinks per day); PX 5 at 132–33 (Elizondo Soto testifying that he bought five or six soft drinks per day); PX 9 at 217 (Cinta Tegoma recalling that he bought four soft drinks per day); PX 11 at 276–77 (Garcia Dominguez saying that he bought four or five soft drinks every day); PX 13 at 341 (Morales Acosta testifying that he purchased three or four soft drinks per day).

108 See PX 2; Tr. at 195–96 (Hernandez testifying that workers paid between $.75 and $1.00 for soda, and $1.50 for Monster and Red Bull); PX 19, page 809 (Pinon stating on an "Employee Personal Interview Statement" on the Department's letterhead that she charged $1.00 for soda and Gatorade, and $2.00 for Monster).

Hernandez could not provide all receipts for the beverages sold because Russel Marino, Jr. told him he did not need to keep such receipts.[109] PX 36, page 1141, is a July 2015 receipt for thirty-six cans of Coke, which Pinon and Hernandez purchased for thirteen dollars. Pinon said that she and Hernandez purchased the sodas and energy drinks from a Sam's Club in Deptford, New Jersey.[110] When determining the prices of soda and Gatorade WHI Perez perused the website for the Deptford, New Jersey Sam's Club.[111]

Respondent's Business, Generally

The same family has owned Respondent's farm for four generations.[112] Respondent is owned in equal parts by Joseph Marino, Russel Marino, Jr., Russel Marino—their father—and Harry Marino—their uncle.[113] Russel Marino, Jr. and Joseph Marino perform most of the day-to-day operations. (Id.) In 2014, Respondent's I-129 petition stated a "gross annual income of $7,500,000."[114]

Labor is "essential" to Respondent's business.[115] Although Respondent always used migrant labor, after 2014, Respondent decided to participate in the H-2A program.[116] In May 2015, the farmworkers picked asparagus. The asparagus harvest occurs within a six to eight week period.[117] The workers perform other tasks during the asparagus harvest.[118] In May 2015, Respondent needed the workers' labor and did not want them to leave.[119] It cost Respondent $1,000 to bring in each H-2A worker.[120] Respondent replaced the nineteen workers who left after the May 2015 argument with other H-2A workers.[121]

Rides

---

109 See Tr. at 370–71.

110 See Tr. at 448–49; PX 19.

111 See Tr. at 647.

112 Tr. at 714–15.

113 See Tr. at 787–88.

114 Tr. at 822–24.

115 Tr. at 715.

116 See Tr. at 787–88.

117 See Tr. at 774.

118 See Tr. at 774–75.

119 Id.

120 See Tr. at 730.

121 See Tr. at 730–31.

JX 1 is the ETA Form 790 Job Order, which requested forty workers for the period of April 13, 2015 to October 10, 2015. It states, "[o]nce a week the employers will offer to provide (on a voluntary basis) free transportation to assure workers access to the closest store where they can purchase groceries."[122] However, Respondent either charged its farmworkers for transportation or did not offer such transportation.[123] Russel Marino, Jr. admitted the Respondent did not "formally" tell the farmworkers about transportation, but said "when the bus was getting ready to leave to go into the town, they said, okay, whoever wants to go, get on the bus, we're going to the town just like your contract says that every one of you have a copy of."[124]

Screens

The screens on the windows of Respondent's dormitory were ripped or missing.[125] The windows of Respondent's bathroom were also missing screens.[126] Some garbage cans did not have lids and WHI Perez noted the presence of flies around such lidless garbage cans.[127]

Water

Water was available to workers during mealtime.[128] The water had "a bad taste to it."[129] Hernandez recognized that, in the past, the water had a bad taste to it; however, Respondent replaced the filter and fixed the problem.[130] At first, the water in the fields was either missing or

---

122 JX 1.

123 See Tr. at 27–28 (Maldonado testifying that Respondent charged its workers $10 for transportation costs for each shopping trip), 100–02 (Gustavo Perez's testimony), 146 (Cheguez recalling that Respondent charged $10 for transportation costs per shopping trip), 266 (Almanza stating that Respondent did not provide free transportation and charged the farmworkers $10 per trip), 303 (Almanza stating that the Marinos told him to talk to Hernandez about rides to the store), 337, 501–02 (WHI Perez stating that his investigation revealed that Respondent charged the farmworkers between $10 and $15 for rides to town).

124 Tr. at 765.

125 See Tr. at 201–03 (Hernandez's testimony); PX 28, pages 1049–55; Tr. at 323–28 (WHI Perez recalling the presence of flies in the dormitory).

126 See Tr. at 331; PX 28 pages 1046–47.

127 See Tr. at 332.

128 See Tr. at 281 (Almanza's testimony), 567 (WHI Perez's testimony), 719–20 (Russel Marino, Jr.'s testimony).

129 See Tr. at 23, 52 (Maldonado testifying that the water's taste made him buy beverages from Hernandez), 262 (Almanza's testimony), PX 9 at 216 (Cinta Tegoma testifying on deposition that water was not present in the fields).

130 See Tr. at 233–34.

dirty.[131] At the time of WHI Perez's first visit, water was available in the fields, and the water did not have a smell.[132] Respondent provided the farmworkers with potable water, although not at all times.

Worker Departure Forms

Following the May 2015 argument about the working and living conditions at Respondent's farm, Hernandez handed out worker departure forms to the nineteen farmworkers who participated in that conversation.[133] The worker departure forms were written in both English and Spanish.[134] The worker departure forms stated that the workers were voluntarily leaving due to personal issues, like a sick or dying loved one.[135] The worker departure forms misrepresented the true reason for the workers' departure.[136] The worker departure forms stated that Respondent offered the farmworkers workers additional work for the remainder of the contract, but Respondent offered no such work.[137] Before handing the worker departure forms to the farmworkers, Russel Marino, Jr. signed the forms; he stated at his deposition that the purpose of the worker departure forms was to "protect against . . . this lawsuit."[138]

---

131 See Tr. at 19 (Maldonado's testimony), Tr. at 91 (Gustavo Perez stating that water was only "sometimes" available in the fields); 139–40 (Cheguez's testimony), PX 5 at 134 (Elizondo Soto's deposition), PX 3 at 73 (Cervantes Ramirez's testimony that water would run out by the afternoon); PX 9 at 216 (Tegoma's deposition testimony that water was not available in the fields). But *cf.* Tr. at 213 (Hernandez testifying that workers had access to water "everyday"); PX 11 at 274 (Dominguez stating that the fields had water).

132 See Tr. at 546, 553.

133 See Tr. at 108–10 (Gustavo Perez's testimony), 149 (Cheguez's testimony), 225 (Hernandez's testimony), 272–74 (Almanza's testimony); see, *e.g.*, JX 9.

134 See Tr. at 38, 776; see, *e.g.*, JX 8 at 89–150; JX 9.

135 See Tr. at 37 (Maldonado's testimony), 108–110 (Gustavo Perez's testimony), 149 (Cheguez's testimony), 225 (Hernandez's testimony), 272–74 (Almanza testifying that Hernandez gave the workers a form "and asked us to sign the paper because "there was no other choice" and "we couldn't do anything about it"), 409–10 (WHI Perez's testimony), 732–33 (Russel Marino, Jr. saying that he gave the workers "the option to check off the box that said they were returning home because of personal reasons"), and 769 (Russel Marino, Jr. recalling that he brought forms for the workers to sign stating that they were "resigning").

136 See Tr. at 39–40 (Maldonado's testimony that he left due to the problems he had "with my boss" who told him "we should leave" after the May 2015 argument), 109–10 (Gustavo Perez recalling that Hernandez told Respondent's workers to sign next to the box indicating that the workers needed to return to Mexico for personal reasons because "that was the best option so that we wouldn't have [visa] problems and they wouldn't either"), 149–50, 155–56 (Cheguez's testimony that Russel Marino, Jr. had already filled out the forms prior to distribution to the farmworkers so that the workers' "didn't have any problems when we returned back"; Cheguez signed the form "out of fear"), and 418–19 (WHI Perez's testimony that, based on his investigation, the forms "falsely reported that workers were leaving for personal reason when they were, in fact, leaving because they were terminated or for other circumstances").

137 See Tr. at 280 (Almanza's testimony), 150 (Cheguez stating that he wished to continue working because he had a six-month contract).

138 PX 15 at 475 (Russel Marino, Jr.'s deposition).

Russel Marino, Jr. testified that Theresa Ward, a manager with National Agricultural Consulting, created the form.[139] National Agricultural Consultants sent the false notification to the Department.[140] Ward advised Russel Marino, Jr. that the option was:

> the right thing to do for them for their future employment. Because fieldwork may not have been for them, they may have been able to do warehouse working or something else. And I didn't want to, you know, put a little mark on their form, saying that, okay, this guy can't -- I had to fire this guy. I didn't want to say that, not that I was firing them anyway. But I gave them the option to personal reasons [sic] for that reason just so in the future they wouldn't have any problem getting picked off a list for future work.[141]

Russel Marino, Jr. noted that the worker departure forms did not allow the farmworkers the possibility to suggest that the workers were fired.[142] He recognized, however, that "[a]s a technicality, I guess" the workers did not resign; "they were terminated."[143]

NARRATIVE FINDINGS OF FACT

Respondent is a large, family owned, agricultural producer located in southern New Jersey. Although Respondent always used migrant labor, 2015 was the first year that it decided to engage with the H-2A program. The job orders Respondent issued informed putative H-2A farmworkers that Respondent would provide the workers with kitchen access. Upon arrival at Respondent's dormitories, however, Respondent informed the farmworkers that rather than kitchen access, they could purchase a meal plan costing between $75 and $80 each week. Kitchen access was unavailable or otherwise denied. Along with the meal plan, Respondent sold the farmworkers drinks, including beer.

The farmworkers engaged in hard work, including, *inter alia,* the harvesting of asparagus and peppers. Potable water and clean bathroom facilities were only sporadically available, especially in the fields. The farmworkers were upset with these conditions and wanted Respondent to address their concerns. An argument occurred sometime in May 2015 between nineteen farmworkers and owners Russel Marino, Jr. and Joseph Marino and Respondent's foreman, Hernandez. This argument led directly to Respondent's firing of the nineteen workers. Respondent provided the affected farmworkers with worker departure forms that

---

139 See Tr. at 730–31, 776–80; JX 8.

140 See Tr. at 409–10 (WHI Perez's testimony), 748 (Russel Marino, Jr. stating that he did not give the workers laid off in August 2015 a "choice" to stay because "work slowed down"), 753–54 (Russel Marino, Jr. discussed the contents of PX 39 at 1191, an August 21, 2015 email, sent by National Agricultural Consultants, copying Russel Marino, Jr., to the Department stating that the form listed "workers returned [home] for personal reasons").

141 Tr. at 733; see 781.

142 Tr. at 734.

143 Tr. at 748.

mischaracterized the reasons for their leaving as needing to return home to care for a sick or dying loved one. In August 2015, Respondent laid off another cohort of workers and had that group sign similar forms.

Respondent provided inadequate housing to the farmworkers. The dormitory included dirty bathrooms without hot water and screens on the windows, other windows with broken or missing screen, and uncovered garbage cans. Respondent transported the workers from the dormitory area to the fields in unsafe vehicles with unlicensed drivers.

After a full investigation, the Administrator found various violations of the Act, and assessed $351,775.90 in back wages and $212,250.00 in CMPs.

POSITIONS OF THE PARTIES

The Administrator's Brief

The Administrator argued that Respondent violated § 655.122(g), (p)(1), and (q), because it did not disclose the existence of the meal plan on the job order it provided to prospective H-2A workers; it otherwise did not provide kitchen access to the workers. See Administrator's Brief at 22 (citing JX 1 at 2). Respondent also allegedly made impermissible deductions to the farmworkers' pay when it charged for meals. Id. The Administrator wrote that, to fulfill its duties under the job order, Respondent must have actually "furnish[ed]" kitchen access; the fact that Respondent did not affirmatively deny kitchen access to any employees' request is not enough. See Administrator's Brief at 24–25 (citing 20 C.F.R. § 655.122(g)).

As a corollary, the Administrator argued that because Respondent did not provide its farmworkers with kitchen access, it was responsible for providing workers with meals free of charge. See Administrator's Brief at 26. Additionally, because Respondent did not disclose the required meal charges, it violated § 655.122(g). It violated § 655.122(q) because it omitted from the job offer "one of the 'provisions required' by § 655.122(g), namely disclosure of the meal charges." (Id.) That Hernandez operated the meal plan does not absolve Respondent from liability, because Respondent was still the party responsible for disclosing the meal charges, which it failed to do. Allowing an employer to deflect liability in this way would open a loophole, which would "eviscerate" other aspects of the program's requirements, such as "prohibitions on excessive meal charges (§ 655.173(a)) and charges that include a profit (§ 655.122(p)(2)), and the obligation to provide [farmworkers] free housing (§ 655.122(d))." Id. n.16.

The Administrator continued, stating Respondent violated the regulations through the actions of its "agent Hernandez." See Administrator's Brief at 27. In order not to violate the regulations, the job order must have disclosed any "deductions" Hernandez made for the meal plan. See id. (citing § 655.122(q)). The law allegedly makes no distinction between a deduction from wages and "shifting to the employee a cost that the employer could not lawfully directly deduct from wages." See id. (citing In re: Weeks Marine, Inc., ARB No. 12-093, 2015 WL 2172482, at *4 (Apr. 29, 2015)).

The Act's protections for migrant laborers do not exempt agricultural employers from common law agency principles. Therefore, the Administrator argued, Hernandez's act of charging workers for the meal plan was equivalent to Respondent charging its workers for the meal plan. See Administrator's Brief at 29 (citing Castillo v. Case Farms of Ohio, Inc., 96 F. Supp. 2d 578, 593 (W.D. Tex. 1999); Restatement (Third) of Agency ("Restatement") § 6.01) ("This section states the basic principle that when an agent enters into a contract on behalf of a disclosed principal, the principal and the third party are parties to the contract."). The Administrator stated that because Hernandez had either "actual authority," "apparent authority," or both, to act on Respondent's behalf to charge Respondent's farmworkers for the meal plan, Respondent violated "20 C.F.R. § 655.122(g), (p)(1) and (q) by constructively deducting the meal charges from workers' wages, without having disclosed the meal plan charges in the Job Orders." See Administrator's Brief at 30.

Section 2.01 of the Restatement posits that actual authority exists "when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." See Administrator's Brief at 29. Due to the kitchen's size, Respondent's "longstanding practice" was to require farmworkers to purchase meal plans from Hernandez. See Administrator's Brief at 30 (citing Tr. 176–77, 186–87, 738, 742–43, 808). Respondent showed its authority over Hernandez by having Hernandez attend Departmental training sessions concerning meal plans, and following up with Hernandez to ensure compliance. See Administrator's Brief at 30–31 (citing PX 15 at 401–03; Tr. 51, 174–75, 773 (orientation), 187 (follow-up), 776).

Apparent authority exists when "a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations." See Administrator's Brief at 30–32 (Restatement § 2.03). The Administrator argued that Respondent's workers held a reasonable belief that Hernandez had apparent authority to act on Respondent's behalf for several reasons. First, Russel Marino, Jr. told the workers that Hernandez would feed them "three squares a day". In addition, the workers recorded their payment for the meal plan using a form bearing Respondent's name. Finally, "Hernandez was the intermediary between workers and [Respondent] and [Hernandez] was their supervisor in every aspect of their lives." See Administrator's Brief at 32 (citing PX 7 at 173; PX 15 at 401–03; PX 17-2 at 799–800, Tr. at 51, 61, 172–75, 182, 211, 236–37, 773, 825).

The H-2A regulations prohibit profiteering, because such actions would improperly reduce workers' wages. See Administrator's Brief at 33 (citing 20 C.F.R. § 655.122(p)(2)). An H-2A employer or "any affiliated person" may deduct wages, but "all deductions must be reasonable." 20 C.F.R. § 655.122(p)(1), (2).

> The wage requirements of § 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under this subpart, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee.

20 C.F.R. § 655.122(p)(2). The term "'affiliated person' includes but is not limited to . . . any person acting in the employer's behalf or interest (directly or indirectly), or who has an interest in the employment relationship." See Administrator's Brief at 33 (quoting WHD Bulletin No. 2012-3). If a prohibited charge "reduce[s] the wage payment . . . below the minimum amounts required," an employer owes back wages to any effected farmworkers. See Administrator's Brief at 33 (citing 20 C.F.R. § 655.120 § 655.122(l), (p)(2); 29 C.F.R. § 501.16(a)(2)).

The governing regulations prohibit any charge or deduction that either: (1) "includes a profit to the employer or to any affiliated person," 20 C.F.R. § 655.122(p)(2); or (2) involves items sold in violation of any federal, state, or local law, see 29 C.F.R. § 531.31 (which § 655.122(p)(2) incorporates by reference). See Administrator's Brief at 33–34. The Administrator continued that it is Respondent's duty to prove that the products sold did not include a profit or were otherwise reasonable. See Administrator's Brief at 33 (citing Ortiz v. Paramo, No. 06-3062, 2008 WL 4378373, at *6 (D.N.J. Sept. 19, 2008)).

The Administrator argued that Hernandez fits the definition of an affiliated person. See Administrator's Brief at 34–35. As such, the regulations prohibit Hernandez from profiteering from Respondent's workers; neither Respondent nor Hernandez kept receipts to determine whether Hernandez obtained any profit. Id. (citing Tr. at 209, 361, 371, 452–53). Hernandez also sold beer without a license. See Administrator's Brief at 36 (citing N.J. Stat. Ann. § 33:1-2(a) (requiring a license to sell beer in New Jersey)).

The Administrator asserted that Respondent owes $209,047.69 in back pay to the summer 2015 workers. See Administrator's Brief at 38. The $209,047.69 figure represents the full amount of improper charges made to Respondent's farmworkers for meals and drinks. Back pay for the full amount charged is appropriate, the Administrator asserted, because the regulations require disclosure of meal costs regardless of whether an employer profited, so absent a full back pay requirement, an employer would have no incentive to disclose meal costs. See Administrator's Brief at 38–39 (citing In re Global Horizons, Inc., No. 2010-TAE-00002, slip op. at 2 (OALJ Dec. 13, 2011). The job order Respondent issued told the prospective farmworkers that Respondent would pay either $11.29 per hour or the piece rate, whichever is greater. The piece rate or $11.29 per hour became the "minimum amount[] required" under 20 C.F.R. §§ 655.120, 122(l), and (p)(2). Therefore, Administrator argued, "any improper charges to workers pushed their wages below the promised rate." See Administrator's Brief at 38 n.21.

Concerning drinks, because Hernandez did not keep records as to the costs of and profits from the drinks he sold to Respondent's workers, such costs should not offset the back pay award. See Administrator's Brief at 39–40 (citing various cases arising under the Fair Labor Standards Act ("FLSA")). Calculating back wages for drinks is appropriate here, the Administrator continued, because the water in the fields tasted bad, the work was long and hard, and the workers "had no practical alternative." See Administrator's Brief at 40–41.

When an H-2A employer fails to keep records of deductions, the Anderson v. Mt. Clemens Pottery Co. burden-shifting framework applies. See Administrator's Brief at 44 (citing Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680 (1946); Hart v. Rick's Cabaret Int'l, Inc., 73

F. Supp. 3d 382, 390 (S.D.N.Y. 2014)). The Administrator argues here that, because the workers had no legal obligation to document such expenses, and were otherwise unable to document the expenses while working in the fields, the burden should fall on Respondent to account for all charges incurred. See Administrator's Brief at 44–45 (citing Tr. 22, 77–78, 209).

The Mt. Clemens standard requires the Administrator to produce sufficient evidence to show the amount of the improper charges or deductions "as a matter of just and reasonable inference." See Administrator's Brief at 45 (citing Weeks Marine II, slip op. at 19). At that point, the burden switches to Respondent to negate the reasonableness of any inferences drawn from the Administrator's evidence. See id. (citing Hart, 73 F. Supp. 3d at 390). If the Respondent is unable to negate the reasonableness, a court may award damages, though approximate. See Administrator's Brief at 45–46 (citing Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680, 688 (1946)); In re Greater Mo. Med. Pro-Care Providers, Inc., ARB No. 12-015, 2014 WL 469269 (ARB Jan. 29, 2014), at *16). Because the Administrator's evidence is reasonable, and Respondent is unable to negate that reasonableness, the undersigned should uphold the back wage calculations for drinks Respondent sold in 2015. See Administrator's Brief at 46.

The Administrator also calculated that Respondent owed $128,285 in back wages to 139 workers for the unlawful meal deductions. See Administrator's Brief at 46–48. The Administrator discussed the calculations leading to the $128,285 back wage figure. PX 2 is a document the Administrator created to show Respondent's summer 2015 weekly payroll records. Based on these records, the Administrator determined that Respondent employed 148 separate workers during the 2015 growing season for at least one week. See Administrator's Brief at 46. Except for three weeks where Respondent charged $80 per week, the Administrator determined that Respondent charged $75 per week for the meals. See Administrator's Brief at 47 (citing Tr. at 443.) The Administrator reduced the back wages for those workers who did not pay for the meal plan. See Administrator's Brief at 47 (citing Tr. at 444–45.) The Administrator noted that the parties stipulated that the meal plan cost between $75 and $80 per week and that 139 workers paid for the meal plan each week. See Administrator's Brief at 47. The Administrator called the $128,285 back wage figure a "conservative reconstruction of the back wages owed." See Administrator's Brief at 48.

The Administrator further determined that Respondent owed $71,790.08 in back wages for improper soft drink charges. See Administrator's Brief at 48–51 (citing PX 2 at 32, 61). Respondent's farmworkers allegedly purchased an average of 4.42 drinks per day and paid $1.25 per drink, on average, for a total of $38.68 per week. See Administrator's Brief at 48 (citing Tr. at 427–28, 439, 443, 624). Hernandez's testimony allegedly supports the Administrator's determination that workers paid on average $1.25 per drink. See Administrator's Brief at 51 (comparing Tr. at 195–96, with PX 19 at 809). Hernandez did not keep records of the number of drinks the farmworkers purchased, and the Administrator said that Hernandez's estimate of three to four drinks per day was low and less credible than the workers' testimony. See Administrator's Brief at 49 (citing Tr. at 195, 209; Appendix A to Administrator's Brief).

The Administrator also sought back wages for $8,972.61 for the beer Hernandez sold to the farmworkers. See Administrator's Brief at 51–54. Hernandez allegedly sold beer for two

dollars, $1.30 of which was profit. See Administrator's Brief at 51. The Administrator also argued that "almost all" workers bought beer. See Administrator's Brief at 52 (citing Tr. at 98, 145; PX 3 at 83; PX 7 at 202; PX 19 at 308; PX 9 at 223). The workers bought beer at an average rate of three and three-quarter cans per week. See Administrator's Brief at 52 (citing PX 7 at 180-81; PX 13, 345; PX 5 at 142; Tr. 25–26; PX 3 at 80–82; PX 11 at 281; Appendix C to Administrator's Brief). A local wholesaler sold beer at seventy cents per can. See Administrator's Brief at 53–54 (citing PX 27 at 1044; PX 32 at 1077; Tr. at 189, 625–27).

In addition to back wages, the Administrator assessed $198,450 in CMPs for unlawful deductions for undisclosed meals and drinks sold at a profit or in violation of state law, and explained how it assessed such penalties. See Administrator's Brief at 54–59. At the time of the assessment, the governing regulations allowed the Administrator to assess $1,500 in civil money penalties for "[e]ach failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment." See Administrator's Brief at 54 (quoting 29 C.F.R. § 501.19(a),(c)(2016). The regulations also enumerate the following paraphrased mitigating factors:

> (1) previous history of violations, (2) number of workers affected by the violations, (3) the gravity of the violations, (4) efforts made in good faith to comply, (5) explanation from the person charged with the violations, (6) commitment to future compliance, and (7) the extent to which the violator achieved a financial gain or the potential financial loss or potential injury to the workers.

§ 501.19(b).

The Administrator argued that she reasonably considered the evidence of record and applied the foregoing mitigation factors concerning the allegedly unlawful deductions for the meal plan and drinks. See Administrator's Brief at 55 (citing District Director Rachor's testimony at Tr. at 849–54). Due to the "seriousness of the violation", concerning the false statement in the job order about kitchen access, the Administrator initially assessed a $1,500 CMP for each of the 147 affected workers. The Administrator did not assess a second set of CMPs for each worker for the purported drink violations. See Administrator's Brief at 56. Rather, the Administrator used her discretion to apply one CMP for all violations §§ 655.122(g), (p), and (q). The Administrator reduced the CMP based on mitigation factor one, because Respondent did not have a history of H-2A violations. See Administrator's Brief at 56–57. Thus, the Administrator assessed a $1,350 CMP for the 147 affected farmworkers. The Administrator discussed why she did not apply the remaining mitigation factors. See Administrator's Brief at 57–58 (noting that the violation injured a large volume of workers, involved false statements to employees and so constituted a serious violation, was committed knowingly, and caused financial loss to the farmworkers).

The Administrator imposed additional CMPs and back pay because Respondent allegedly "terminated or constructively discharged" twenty-four workers, leaving them with a "wage shortfall." See Administrator's Brief at 59. The twenty-four workers allegedly discharged in

violation of the three-fourths guarantee[144] included four workers terminated in August 2015 without cause, nineteen workers discharged in May 2015, and one worker for whom Respondent failed to notify government agencies of the reasons for his departure in June 2015.[145] See Administrator's Brief at 60–61. Concerning the first set of workers, Respondent has conceded it violated the three-fourths guarantee and owes that cohort $4,386.18 in total back pay. See Administrator's Brief at 63 (citing PX 1; Tr. at 426, 639, 642–44). The regulations only relieve employers from the three-fourths guarantee when a worker "voluntarily abandons employment" or is "terminated for cause," and the employer also timely and properly notifies the appropriate federal agencies. See Administrator's Brief at 62 (citing § 655.122(n)).

The Administrator argued that, despite what Respondent communicated to the Department on the worker departure forms, Respondent terminated the nineteen workers that left in May 2015. See Administrator's Brief at 63–64 (citing Tr. 39, 65, 80–81, 107–08, 125, 129; PX 3 at 101; PX 9 at 232–33, 258; PX 11 at 305). The Administrator asserted that Respondent could not defend itself through its "false notifications to government agencies" concerning the worker departure forms the workers signed stating that they had sick or injured family members. See Administrator's Brief at 64 n.43 (citing See JX 8 at 89–95, 102, 106, 107; PX 3-1 at 115; see also JX 8 at 98–100).

Even if Respondent did not terminate the nineteen workers in May 2015, the Administrator argued in the alternative that Respondent constructively discharged the workers. See Administrator's Brief at 64–68. Respondent constructively discharged the workers based on the "intolerable work and living conditions that they faced." See Administrator's Brief at 64 (citing Chertkova v. Conn. Gen. Life Ins. Co., 92 F.3d 81, 89 (2d Cir. 1996)). Constructive discharge operates under an objective standard: "Did working conditions become so intolerable that a reasonable person in the employee's position would have felt compelled to resign?" See Administrator's Brief at 65 (quoting Pa. State Police v. Suders, 542 U.S. 129, 141 (2004)). The Administrator said that the asparagus picking conditions were unendurable, because Respondent required the pickers to work in a crouched position for ten to twelve hours most days without rest. See Administrator's Brief at 65 (citing Tr. 17, 90–91, 139, 238–39, 257; PX 3 at 68–71). The field conditions were also intolerable as, in May 2015, the fields lacked bathrooms or were in disrepair. See Administrator's Brief at 66 (citing Tr. 18–19, 91, 139; PX 3 at 91; PX 9 at 216, 220) and Administrator's Brief at 67 (citing PX 5 at 142–43; Tr. at 39, 103, 163). At times, the fields also lacked drinking water. See Administrator's Brief at 66 (citing Tr. 19, 139; PX 5 at 19; PX 9 at 216; PX 3 at 73).

---

144 "The employer must guarantee to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any." 20 C.F.R. § 655.122(i)(1).

145 The name of the lone worker is Jose Islas Larraga. See Administrator's Brief at 73–74. Respondent owes back pay to Islas Larraga in the amount of $2,751.94 because, contrary to the regulatory requirements, Respondent never provided notice that Islas Larraga no longer worked for Respondent. Id. (Tr. 419, 436; PX 39 at 1189-1216 (Islas Larraga absent from full set of notifications)).

The Administrator next described her back wages calculations and argued that such calculations were "reasonable." See Administrator's Brief at 68. The Administrator relied on Respondent's payroll records at PX 1 and PX 2, and noted that the undersigned admitted both exhibits as "summaries of voluminous records pursuant to Federal Rule of Evidence 1006 and 29 C.F.R. § 18.1006." See Administrator's Brief at 68 n.47 (citing Tr. at 584–85, 968).

First, the Administrator determined the "total period," § 655.122(i)(1), on which Respondent based its three-fourths guarantee. The Administrator determined the start date of the first weekly pay period in which a worker was paid in 2015. See Administrator's Brief at 69 (citing Tr. at 428; PX 1.) The Administrator calculated the length of the workdays (seven hours on weekdays and five hours on weekends), and used the length of the workdays to determine the ending date of the guarantee period (October 10, 2015). See Administrator's Brief at 69 (citing Tr. 420, 523; see JX 1 at 1, 9 11; JX 3 at 42, 50). The Administrator then found the number of weeks (expressed as hours) from the start of the first pay period to the end of the guarantee period. See Administrator's Brief at 69 (citing Tr. at 428; PX 1).

To yield the data contained in the "total workday hours between first pay period and contract end" column of PX 1, the Administrator multiplied the "weeks" column and the "job offer hours per week" column; the Administrator then subtracted the "federal holiday(s) hours" column from this product. See Administrator's Brief at 70. The Administrator created the three-fourths guarantee column by multiplying the "total workday hours between first pay period and contract end" column by three-fourths. Id. The "variance" column shows the difference between the "3/4 guarantee" column and the "hrs wrked" column. Id. To determine the amount of back pay owed, the Administrator multiplied the figure in the "variance" column by $11.29, the minimum hourly wage the Respondent pledged to pay its farmworkers in 2015. See Administrator's Brief at 70. In this way, the Administrator calculated both the number of hours for each worker that Respondent violated the three-fourths guarantee and the back pay due. See id. Because Respondent did not keep any records of hours offered to the employees, in violation of § 655.122(j), the Administrator argued that the undersigned should not use hours offered as a relevant factor. See Administrator's Brief at 71–72 (citing In re: Global Horizons, Inc., No. 2005-TAE-00001 slip op. at 40–41, 63, 77, 88–92) ("Global Horizons III").

The Administrator also assessed a $1,350 CMP for Respondent's alleged violation of the three-fourths guarantee concerning twenty-four of the affected farmworkers. See Administrator's Brief at 74–75 (citing Tr. at 856–57 (allowing a ten percent reduction for Respondent's lack of H-2A history, but finding that reductions were not warranted for the number of workers involved, the gravity of the situation, the commitment for future compliance, or financial gain to the Respondent), 935–37). Mitigation factors four and five do not apply, because Respondent's hours tracking program did not track hours offered and because Respondent continues to deny liability for some of the three-fourths guarantee issues. Id.

The Administrator assessed an additional $1,350 CMP for Respondent's alleged violation of 29 C.F.R. § 501.5, which "prohibits any 'person' from 'seek[ing] to have' any H-2A worker waive rights pursuant to 20 C.F.R. part 655, subpart B," including the three-fourths guarantee at § 655.122(i). See Administrator's Brief at 75–78. The Administrator referred to this as a "coercion violation." See Administrator's Brief at 78. Respondent provided the workers who

left in May and August worker departure forms stating that the workers "resign[ed]" their jobs. See Administrator's Brief at 76 (citing Tr. 83, 108–110, 149, 225, 274, 732, 768–69). Respondent allegedly violated 29 C.F.R. § 501.5 by first requiring the workers to sign worker departure forms stating that they resign; second, by having the workers falsely state that they have ill or deceased relatives. See Administrator's Brief at 76. Russel Marino, Jr. stated at deposition that the purpose of the worker departure forms was to protect against litigation. See Administrator's Brief at 77 (citing PX 15 at 475). Respondent's agent, National Agricultural Consultants, also sent false notifications to the Department. See id. (citing PX 39 at 1191–95, 1198–1200; Tr. 409, 748, 753–54). The Administrator stated that Respondent is responsible for its agent's actions. See Administrator's Brief at 77 (citing JX 2 at 31, 39–41; JX 4 at 70; 20 C.F.R. § 655.135). On page 754 of the hearing transcript, the Respondent allegedly conceded the August workers were terminated without cause. Id. The Administrator considered all seven mitigation factors, and applied only the first one due to Respondent's lack of past noncompliance. See Administrator's Brief at 77–78 (citing Tr. at 858–61.)

The Administrator assessed $3,600 in CMPs for five alleged violations of 20 C.F.R. § 655.122(d)(1)(i), which concerns housing violations. See Administrator's Brief at 78–86. Specifically, the Administrator assessed the following CMPs:

> $900 for the unscreened bathroom windows; $900 for the faulty dormitory screen windows and doors; $900 for the uncovered garbage cans; $450 for the hot water shortage; and $450 for the unclean mattresses on the floor.

See Administrator's Brief at 84 (citing JX 10 at 160; Tr. 861–63, 938–39).

Because Respondent's dormitories were built prior to 1980, the applicable regulations are the Employment and Training Administration Housing Standards codified at 20 C.F.R. §§ 654.404–654.417. Section 654.408(a) mandates that "all outside openings . . . be protected with screening of not less than [sixteen] mesh." See Administrator's Brief at 78 (citing 20 C.F.R. § 655.122(d)(l)(i)). The Administrator argued that Respondent violated this requirement because its dormitory contained ripped or missing window screens. See Administrator's Brief at 78–79 (citing Tr. at 202–03, 324, 330–31; PX 28 at 1046–47). The ETA regulations require that "[a]ll screen doors . . . be tight fitting, in good repair, and equipped with self-closing devices." 20 C.F.R. § 654.408(b). The Administrator averred that Respondent violated this requirement, as well; some screens were ripped and some doors did not close. See Administrator's Brief at 80–82 (citing PX 28 at 1048–52; Tr. 324–28). Respondent is obliged to maintain housing in compliance with federal standards throughout the growing season. See Administrator's Brief at 81 (citing JX 2 at 30–31, 39; JX 4 at 69–70, 78).

Concerning garbage receptacles, the ETA regulations require that Respondent maintain "fly-tight, clean containers in good condition" near the dormitory. 20 C.F.R. § 654.414(a). The Administrator argued that the condition of Respondent's refuse containers violated the regulations. It even kept open piles of refuse near the dormitory. See Administrator's Brief at 82 (citing Tr. at 324, 329, 332, 603–04; PX 28 at 1053–55; PX 33 at 1094).

Another alleged violation of 20 C.F.R. § 655.122(d)(1)(i) stemmed from Respondent's failure to provide its workers with adequate hot water for bathing and handwashing. See Administrator's Brief at 82–83. Section 654.412(a) requires Respondent to provide its workers with bathing and hand washing facilities with both hot and cold water. Two of the sinks in the bathroom were broken and workers went without hot water at times. See Administrator's Brief at 83 (citing Tr. 30, 103–04, 199–201, 330; PX 7 at 189; PX 11 at 288).

Finally, the Administrator alleged that Respondent failed to provide certain farmworkers with clean mattresses. See Administrator's Brief at 83–84 (citing 20 C.F.R. § 654.416(a)–(b)). The Administrator found that two workers were sleeping on mattresses on the ground in an unsanitary location. See id. (Tr. 324, 329–30; PX 7 at 187–88; PX 28 at 1056).

For each of the five housing violations, the Administrator considered all of the mitigation factors enumerated at § 501.19(b) to reduce the penalty below the $1,500 maximum. See Administrator's Brief at 84–86 (citing Tr. at 862–66, 937–45). The Administrator applied the first, sixth, and seventh mitigating factors. See Administrator's Brief at 84–85. Specific to the bathroom, dormitory screen, and garbage violations, the Administrator further reduced the CMP because there was no evidence that any worker contracted a communicable disease due to the cited issues. See Administrator's Brief at 85 (citing Tr. at 864). For the hot water and mattress violations, the Administrator also applied mitigation factors three, four and the final factor. Id. (citing Tr. at 865–66, 941). Additionally, mitigation factor two applied to the mattress violation, and mitigation factor five applied to the hot water violation. Id. (citing Tr. at 456, 865, 937, 941).

The Administrator assessed a $7,500 CMP for Respondent's alleged unsafe transportation of farmworkers in violation of § 655.122(h)(4). See Administrator's Brief at 86–90. Twenty C.F.R. § 655.122(h)(4) requires "[a]ll employer-provided transportation" to "comply with all applicable Federal, State or local laws and regulations." The Administrator first cited Respondent for the use of unlicensed drivers. The laws of the State of New Jersey prohibit driving on "public highways" without a driver's license. See Administrator's Brief at 86 (citing N.J. Stat. Ann. § 39:3-10). Additionally, the H-2A regulations require drivers to hold a "valid permit qualifying the driver to operate the type of vehicle driven by him in the jurisdiction by which the permit is issued." Id. (citing 29 C.F.R. § 500.105(b)(1)(iii) (incorporated by reference in 20 C.F.R. § 655.122(h)(4)). New Jersey also prohibits the transportation of migrant farmworkers by drivers who are not licensed in the United States or Canada. See Administrator's Brief at 86–87 (citing N.J. Admin. Code § 13:21-13.2). Here, the Administrator avers that of the five drivers interviewed by WHI Perez, two had Mexican driver's licenses, one had an expired Mexican driver's license, and two had no licenses, whatsoever. See Administrator's Brief at 87 (citing 383–400; PX 30 at 1064–66, 1070–71).

In addition to the purported driver's license issue, the Administrator alleged that CMPs are due because Respondent operated vehicles with worn tires and one vehicle had a broken rear tail light. See Administrator's Brief at 88–89 (citing Tr. 404–06; PX 29 at 1057). This broken tail light showed that Respondent was in violation of both federal laws and state laws. See id. (citing 29 C.F.R. § 500.105(b)(3)(ii); 49 C.F.R. § 393.11; N.J. Stat. Ann. § 39:3-61(a)). Three of the buses had worn tires. See Administrator's Brief at 88–89. The Administrator argued that the

tires fell below minimum federal and state standards. Such standards prohibits the operation of vehicles with "tires which have been worn so smooth as to expose any tread fabric or which have any other defect likely to cause failure." Id. (citing 29 C.F.R. § 500.105(b)(3)(v); N.J. Admin. Code § 13:21-13.11(b)). The Administrator said that the investigator used "a common sense instrument," a pen, to illustrate the depth of the tread. See Administrator's Brief at 89.

The Administrator argued that it was reasonable for the Administrator to impose CMPs, as follows: $750 for each of three bald tires, $900 for each of five unlicensed drivers, and $750 for the broken rear turn signal. See Administrator's Brief at 89–90 (citing JX 10 at 160; Tr. 867, 870–72). The Administrator reduced the CMPs in light of the seven mitigation factors at § 501.19(b). See id. The Administrator applied the first, second, sixth, and seventh mitigation factors to each of the transportation violations; it did not apply the fourth or fifth factors. Id. The Administrator found the third mitigation factor applicable to the tire and rear turn signal issues, but not to the unlicensed drivers. Id.

The Respondent's Brief

In its "statement of the case," Respondent recognized that the Administrator assessed "nearly $600,000" in back wages and CMPs for the 2015 growing season. See Respondent's Brief at 4. Three-fourths of the back wages relate to allegations of Employer's failure to comply with the requirements at 20 C.F.R. § 655.122(g) (*i.e.*, meal charges); $135,000 in back wages relates to the allegations of Employer's violations of the three-fourths guarantee. The remaining assessment involves various CMPs. Id. Respondent professed its "innocence" to such "charges" and asked the undersigned "to dismiss the claims outright or, at the very least, significantly reduce the amounts requested." Id. Respondent noted that the penalties "dwarf those" assessed in the Global Horizons cases, 2005-TAE-0001 and 2010-TAE-0002, which involved "rampant wage theft" and employers receiving kickbacks from the workers. Id. Respondent asked the undersigned to "look past the overheated and intentionally outrageous rhetoric from the Administrator and consider the testimony of the workers themselves and the pure facts of the case, and then to dismiss these claims and allow this farm to put this nightmare behind it and go back to producing food." See Respondent's Brief at 7.

Concerning meals, Respondent argued that many of the farmworkers never asked to use the kitchen facilities, and Respondent never denied them permission. See Respondent's Brief at 7–8 (citing 50–51, 176, 213–14). Respondent argued that the hearing testimony was "inconsistent" as to the number of workers who could cook at once or whether it was feasible to cook in shifts. Id.

Respondent's farmworkers paid Hernandez, not Respondent. Hernandez took a loss on the meal plans early in the season and recouped it later. See Respondent's Brief at 8 (citing Tr. at 234–37). Hernandez used any surplus from the meal plan to purchase food, pay the kitchen staff, and to buy additional appliances for the kitchen. Id. Respondent did not "profit based on what the workers did or did not pay [Hernandez]." Id.

Respondent continued that the Administrator's case relies on the position that the inaccurate job order misled Respondent's farmworkers. See Respondent's Brief at 9–12.

Respondent countered that some of the workers still would have worked if the job order had described the meal charge and otherwise did not object to the meal plan. See Respondent's Brief at 9 (citing Tr. at 62). The Administrator allegedly failed to show that "all" of the farmworkers would have made a different decision if Respondent had disclosed the meal plan in the job order. See Respondent's Brief at 10 (emphasis in the original).

Respondent argued that the regulations do not disclose a remedy for "non-disclosure of meal charges." Id. Respondent attempted to distinguish the current case from the Global Horizons case, where "the employer itself collected the meal charge, purchased the food, and provided the meals to the [farmworkers]." See Respondent's Brief at 10 (citing 2010-TAE-00002 (Dec. 17, 2010) (Order on Part. Summ. Dec. at 8)). Respondent quoted from Global Horizons for the principle that an employer profiting from meal charges is equivalent to paying the employees below-market wages. Id. Because Respondent did not profit from the meal charges, and Respondent did not reduce the farmworkers' wages below market level, the rationale applied in Global Horizons does not control. See Respondent's Brief at 10–11. Here, Respondent neither deducted money from the farmworkers' paychecks, nor did the farmworkers pay Respondent for meals. See Respondent's Brief at 11. Thus, "the integrity of the wage setting process remain[ed] perfectly intact." See Respondent's Brief at 12. Respondent again compared the current case to Global Horizons, where the administrative law judge granted summary decision in favor of the employer because "there [was] no indication that the Company in fact exploited the workers . . . by overcharging for meals." See Respondent's Brief at 12–13 (citing Global Horizons, at 9). Because Respondent "had nothing at all to do with the preparation and sale of the food," and because Respondent did not profit from the meal plan, Respondent argued that Global Horizons did not provide controlling authority. See Respondent's Brief at 13.

The Administrator's argument that Hernandez acted as Respondent's agent "makes no sense," according to Respondent. See Respondent's Brief at 13–16. Agency theory does not apply to a breach of Respondent's contract with the government and the farmworkers. See Respondent's Brief at 13 (citing Young v. Bethlehem Area Vo-Tech Sch., 2007 U.S. Dist. LEXIS 13531, *39 (E.D. Pa. Feb. 28, 2007) for the principle that *respondeat superior* does not apply in breach of contract claims)). Hernandez and Respondent were not the farmworkers' joint employers, either. See Respondent's Brief at 14–15 (discussing Ramos Ortiz v. Paramo, Civ. Action 06-3062, 2008 U.S. Dist. LEXIS 72387 (D.N.J. Sept. 19, 2008). Because Hernandez did not fit under the regulatory definition of the term "employer," 20 C.F.R. § 655.103(b), the Administrator allegedly could not show that Respondent "received any payments from workers for meals nor for anything else." See Respondent's Brief at 16. Such payments went to Hernandez "in his individual capacity." Id. Respondent did not direct Hernandez to collect the money, did not approve of Hernandez's actions, and Respondent did not "even [know] that this was happening." Id. Thus, the Administrator is unable to attribute any "employer-agent theory" of liability to Hernandez.

Respondent continued that Hernandez's meal plan was "reasonable." See Respondent's Brief at 16–18 (citing 80 FED. REG. 9482 (Feb. 23, 2015)) for the principle that the "DOL-allowed daily meal charge for H-2A workers is $83.02 per week). Repayment of "100% of the meal charges is not warranted" here because it "vastly overstates any claimed 'harm' to the

workers in 2015."[146] See Respondent's Brief at 16. Additionally, Respondent argued that but for the meal plan, the workers would still have to pay their own money and spend their own time preparing their food. Id. According to the U.S. Department of Agriculture, the weekly cost of food ranges from $43.10 to $86.30. Id. Respondent requested "credit for the full amount" of what the workers would have paid if they prepared their own food. See Respondent's Brief at 17–18.

Respondent continued that "absolutely nothing in the H-2A regulations" supports the Administrator's decision to charge CMPs and back pay concerning the drinks and beer sold to the farmworkers. See Respondent's Brief at 19. Respondent said that water was available "at all times" in the fields. Id. (citing Tr. at 236–37, 265). The water was tested for potability early in 2015 and passed inspection. Id. (citing Tr. at 717–18). Hernandez sold soft drinks and beer to the farmworkers, but no money transferred to Respondent; Respondent did not run a company store. See Respondent's Brief at 19–20 (citing Tr. at 162, 561). "Nothing about [Hernandez's] drink sales had any impact on [Respondent's] bottom-line, either profit or loss." See Respondent's Brief at 20. Respondent emphasized that WHI Perez said that "the workers weren't purchasing the drinks from [Respondent]." Id. (citing Tr. at 561.) WHI Perez, according to Respondent, was unable to explain why the Administrator required Respondent to remit the full costs of non-alcoholic drinks, but only Hernandez's profit from the beer. Id. (citing Tr. at 566.) Respondent reiterated that the H-2A regulations do not require free soft drinks and asked the undersigned to dismiss all back pay and CMPs based on the drinks Hernandez sold to the farmworkers. See Respondent's Brief at 21.

Respondent called WHI Perez's back wage calculations "creative." See Respondent's Brief at 21–22. The Administrator allegedly had an "unreliable estimate" of the amount paid to Hernandez for the drinks, because the estimate relied on "post hoc recollections." Id.; see Respondent's Brief at 22 n.6 ("Investigator Perez's use of spreadsheets and calculations implies a degree of precision that is not supported by the underlying information on which his calculations rest."). The Administrator also relied on prices obtained from Costco, even though the record establishes that Hernandez shopped at Sam's Club. See Respondent's Brief at 22 (citing Tr. at 430, 508–09, 627). Additionally, the Administrator used prices for Coors Light when "nobody bought" it. See Respondent's Brief at 22–23.

The Respondent recognized that the Administrator assessed two separate three-fourths guarantee violations against Respondent. One violation involved the group of nineteen workers who left in May 2015; one involved a group who Respondent "let go in August after wet weather and bacteria ruined the pepper harvest." See Respondent's Brief at 23.

Concerning the former group, Respondent argued that voluntary abandonment of work voids the three-fourths guarantee. See Respondent's Brief at 23–28. As Respondent put it, the workers decided together that harvesting asparagus was "more difficult than they wished, [and] stopped working *en masse*." See Respondent's Brief at 23. Because the asparagus harvest

---

[146] Respondent further requested application of the doctrines of estoppel and laches, because the Administrator knew of the meals situation on July 21, 2015, but did not "raise any concerns" until early 2016. See Respondent's Brief at 18–19.

would otherwise be ruined, Joseph Marino and Russel Marino, Jr. pleaded for the workers to stay. Id. Respondent noted witness testimony that the asparagus crop was difficult to harvest. See Respondent's Brief at 24–25 (citing Tr. at 49, 50, 122–16, 723–27, 809–12). Additionally, Respondent never told the nineteen workers they "must" leave work and that the workers were terminated without cause. See Respondent's Brief at 25–26 (citing Tr. at 66–67) (emphasis in the original). For purposes of calculating the three-fourths guarantee, the regulations "draw[] a crucial distinction between a worker terminated without cause and a worker voluntarily abandoning employment." See Respondent's Brief at 26. The latter employee does not deserve back pay for violations of the three-fourths guarantee. Id. Respondent argued that the workers in question voluntarily abandoned their employment. Id. It was "simply preposterous" that Respondent would fire the workers, since asparagus requires such a quick harvest. Id.

Additionally, the Administrator is allegedly unable to establish the objective standard constituting constructive discharge. See Respondent's Brief at 26–27 (citing Stucke v. City of Philadelphia, 685 Fed. Appx. 150, 155 (3d Cir. Apr. 12, 2017); Duffy v. Paper Magic Group, 265 F.3d 163, 169 (3d Cir. 2001)). Because a "reasonable person" would not have felt compelled to resign, the Respondent argued that Respondent did not constructively discharge the nineteen-workers. See Respondent's Brief at 27. As proof, Respondent asserted that the "vast majority" of farmworkers that worked under the same conditions did not feel "so compelled to walk off the job." Id. (citing Tr. at 65, 817–18).

Concerning the group that left Respondent's employ in August 2015, Respondent said that the Administrator did not account for the hours Respondent offered this cohort. See Respondent's Brief at 28–30. Twenty C.F.R. § 655.122(i) requires only that an employer offer the worker employment; it does not require the employee to have actually worked to meet the three-fourths guarantee. See Respondent's Brief at 28. The P.E.T. Tiger technology Respondent used to track the farmworkers' work would not capture if a worker were sick, injured, or otherwise declined work because the worker was not "scanned in" to start the day. See Respondent's Brief at 29 (citing Tr. at 683–84, 833–34). WHI Perez allegedly did not ask Respondent about hours that it offered the farmworkers. Id. (citing Tr. at 554–58, 649). Respondent argued that the three-fourths guarantee did not apply to Islas Larraga because he had "absconded" from the job mid-season, and so voluntarily quit. See Respondent's Brief at 29–30.

Respondent next discussed the $1,350 CMP for Respondent's alleged attempt to have the workers waive their rights on the worker departure forms. See Respondent's Brief at 30–31. Respondent explained that Theresa Ward of National Agriculture Consultants told Russel Marino, Jr. that workers were concerned that if they could not perform a job and abandoned employment, it would reflect badly on their ability to secure future employment. See Respondent's Brief at 30 (citing Tr. at 731–33, 812). Hernandez provided the blank worker departure forms to the workers. Id. (citing Tr. at 225, 227). Respondent conceded that the workers did not have sick or deceased family members, as the form indicates, but said, "that decision was between the group of workers and between the workers and their contact back in Mexico." See Respondent's Brief at 31. Respondent did not coerce the workers to give up any right, because "none of the forms purport to surrender a right held by any of the workers." See id.

Respondent continued that the undersigned should reduce the $3,600 CMP for the housing violations. See Respondent's Brief at 31–33. Respondent allegedly made "immediate repairs and corrections," but WHI never followed up to account for those remedies. See Respondent's Brief at 32 (citing Tr. at 497–99). Hernandez inspected housing conditions twice per week and Russel Marino, Jr. said that workers could raise concerns about housing and then Respondent would make the necessary repairs. Id. (citing Tr. at 176, 782). As to the $450 mattress violation, District Director Rachor allegedly "conceded" that the requirement was to provide a bed, "not to prevent workers from moving mattresses from a provided bed onto the floor." See Respondent's Brief at 33 (citing Tr. at 923; 20 C.F.R. § 654.416(a)). Respondent emphasized that the New Jersey Department of Labor certified the dormitory for 136 workers and the housing population never exceed 118 during the 2015 season. Id. (citing Tr. at 803–04; RX 2 at 13).

Respondent further stated that the alleged transportation violations do "not support the full CMP assessment pursued by the Administrator in this case." See Respondent's Brief at 33–34. Respondent allegedly "resolved" the driver's license issue through the addition of internal protocols. See id. Concerning the tire tread, Respondent argued that the Administrator merely used "eyeball measurement" to determine that the tire was "bald." See Respondent's Brief at 34. WHI Perez reviewed the pictures he took and purportedly "admitted that there were 'tread marks' on the tires in question." See Respondent's Brief at 34 (citing Tr. at 533–36). Because Respondent has generally addressed and remediated the issues for which the Administrator seeks CMPs, Respondent requested the undersigned to "set[] any remaining CMPs at a reasonable level commensurate with the facts of the case." Id.

DISCUSSION

The modern H-2A visa program arose out the 1986 amendment to the INA. See generally Staff of House Comm. On Education and Labor, 102d Cong., 1st Sess., Report on the Use of Temporary Foreign Workers in the Florida Sugar Cane Industry 3-4 (Comm. Print 1991). The Administrator enforces the attestations an employer makes in a temporary agricultural labor certification application, as well as the regulations that implement the H-2A program. See 29 C.F.R. §§ 501.1, 501.5, 501.16, 501.17. An "employer's job offer must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers." 20 C.F.R. § 655.122(a). Thus, the H-2A regulations prohibit any discrimination between H-2A workers and domestic workers. Id. The Administrator may penalize an employer who fails to abide by the governing H-2A regulations through the imposition of monetary penalties, debarment from filing other H-2A certification applications, and instituting proceedings for specific performance, injunctive, or other equitable relief. See In re: Global Horizons, Inc., 2006-TLC-00013, slip op. at 4 (ALJ Nov. 30, 2006).

The Administrator may assess CMPs against a violating employer for each violation of the work contract or the governing regulations. 29 C.F.R. § 501.19(a) (2010). In determining the amount of such penalty, "the WHD Administrator considers the type of violation committed and other relevant factors[,]" including:

1. Previous history of violation or violations of the H-2A provisions of the Act and these regulations;
2. The number of workers affected by the violation or violations;
3. The gravity of the violation or violations;
4. Efforts made in good faith to comply with the H-2A provisions of the Act and these regulations;
5. Explanation of person charged with the violation or violations;
6. Commitment to future compliance, taking into account the public health, interest or safety, and whether the person has previously violated the H-2A provision of the Act; and
7. The extent to which the violator achieved a financial gain due to the violation, or the potential financial loss or potential injury to the workers.

29 C.F.R. §501.19(b).

A party has a right to a *de novo* hearing before an administrative law judge, who may affirm, deny, reverse, or modify in whole or in part the decision of the Administrator. See, *e.g.*, Three D. Farms, LLC d/b/a Three D Farms, 2016-TAE-00003 (Aug. 18, 2016); Seasonal Ag Services, Inc., 2014-TAE-00006, slip op. at 12 (Dec. 5, 2014).

I. The Administrator properly found violations of 20 C.F.R. § 655.122(g), (p), and (q) concerning improper deductions Respondent's agent, Hernandez, made concerning meals, non-alcoholic beverages, and alcoholic beverages. Back pay and the imposition of CMPs, therefore, are warranted.

Twenty C.F.R. § 655.122(g) requires an employer to provide H-2A workers either "three meals a day or [to] furnish free and convenient cooking and kitchen facilities." If the employer requires workers to pay for their meals, the employer must state the charge on the job offer. (Id.) The regulations also require the employer to provide a prospective H-2A worker a copy of the work contract prior to the worker's application for a visa. § 655.122(q). The work contract must contain, *inter alia*, terms concerning whether the employer will provide meals or kitchen access, as stated in § 655.122(g). Here, Respondent filed two job orders. The first concerned the period April 13, 2015 to October 10, 2015; the second concerned June 1, 2015 to October 10, 2015. See JX 1; JX 3 (respectively). Section 14 of the job order requires the employer to "describe how [it] intends to provide either [three] meals to each worker or furnish free and convenient cooking and kitchen facilities." In both JX 1 and JX 3, Respondent informed the Department—as well as prospective H-2A workers—that it "will furnish free cooking and kitchen facilities . . . so that workers may prepare their own meals." Russel Marino, Jr. signed both forms in his role as Respondent's "owner/manager." (Id.) Despite Respondent's assurances, however, the workers who arrived at Respondent's New Jersey dormitory were greeted with news that Respondent planned to feed them not with free kitchen access, but through a meal plan costing each worker $75 to $80 per week.[147] In this way, Respondent immediately breached a material

[147] See Tr. at 20 (Maldonado's testimony), 92, 140–41 (Gustavo Perez saying that he had no choice but to pay Hernandez for the meal plan, even though he would have rather prepared his own food), 176 (Hernandez stating that workers who did not wish to participate in the meal plan had to "eat outside or to order a delivery meal"), 178–80 (discussing PX 17-1 and PX 17-2, where Hernandez tracked the workers who participated in the meal plans), 262

term of the job order; the contract that cemented the working relationship between Respondent and farmworkers who traveled often thousands of miles to work in Respondent's fields.

Respondent's counterargument that none of the workers requested access to Respondent's kitchen facilities and some did not object to the meal plan, see Respondent's Brief at 7–9, is unavailing. The express terms of the job orders at JX 1 and JX 3—the employment contracts between the farmworkers and Respondent—were clearly not in line with the realities facing the farmworkers upon arrival at Respondent's dormitory. Respondent, therefore, violated 20 C.F.R. §§ 655.122(g), and (q).

Respondent also attempts to deflect liability concerning its violation of the regulations concerning proper deductions from the farmworkers' pay. See 20 C.F.R. § 655.122(p) ("The job offer must specify all deductions not required by law which the employer will make from the worker's paycheck . . . . A deduction is not reasonable if it includes a profit to the employer or to any affiliated person."). Respondent argues that all deductions from pay, if any, occurred due to the actions of Hernandez, not Respondent. Therefore, to the undersigned must first determine whether Hernandez acted as Respondent's agent, and second if any deductions occurred.

A. At all relevant times, Hernandez acted as Respondent's agent.

Hernandez held both actual authority and apparent authority over the farmworkers. The actions of Hernandez, therefore, are legally equivalent to the actions of Respondent. See Restatement (Third) Of Agency Intro. (2006). Contrary to Respondent's assertion, see Respondent's Brief at 13–16, common law agency principles do apply to violations arising under the INA. See Castillo v. Case Farms of Ohio, Inc., 96 F. Supp. 2d 578, 593 (W.D. Tex. 1999) (citing Montelongo v. Meese, 803 F.2d 1341, 1349 (5th Cir.1986)); Escobar v. Baker, 814 F. Supp. 1491, 1503–04 (W.D. Wash. 1993); Bueno v. Mattner, 829 F.2d 1380, 1384 (6th Cir. 1987). The Restatement (Third) of Agency, therefore, is instructive as to the definitions of actual authority and apparent authority.

Hernandez acted with Respondent's actual authority. "An agent acts with actual authority when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Restatement (Third) Of Agency § 2.01 (2006). An agent's belief is reasonable where it is "grounded in a manifestation of the principal." Restatement (Third) Of Agency § 2.02 cmt. c (2006).

Here, Respondent had a legal duty to feed the farmworkers it hired and housed in its dormitory. Although Respondent promised kitchen access to the farmworkers, see JX 1 and JX 3, it tasked Hernandez with operation of the meal plan that ultimately fed the farmworkers. Although Hernandez utilized Respondent's kitchen to do so, he paid the cooks, bought the groceries, and appliances as needed to cook the meals. See Tr. at 177–78, 229, 244, 252, and 793. For its part, Respondent owned the kitchen, all of the major appliances therein, and paid for

---

(Almanza's testimony), 334 (WHI Perez's testimony). Respondent never explained to WHI Perez why the meal plan cost $75 some weeks and other weeks cost $80. See Tr. at 600.

the kitchen's utilities. See ALJX 1 at ¶ 21. After Respondent decided to utilize the H-2A program in 2015, Respondent told Hernandez that he could keep charging for meals but that Hernandez—not Respondent—would be responsible for paying the cooks' wages. See Tr. at 177. Respondent spoke with Hernandez concerning the amount he intended to charge the farmworkers for meals, and Respondent took Hernandez to a meeting with the Department to ensure he understood the regulatory limits of the meal plan. See Tr. at 187–88, 738, and 742–43. Russel Marino, Jr. told Hernandez "for years" to keep his food and beverage receipts, "because you cannot make a profit on the men." See Tr. at 808. Russel Marino, Jr. told Hernandez to keep track of the farmworkers' payments through deductions of their pay. Respondent also allowed Hernandez to choose the drivers that operated Respondent's busses, which transported the farmworkers from the dormitory to the fields. See Tr. at 205, 390–401. Hernandez has worked for Respondent for twenty-seven years, and receives an hourly rate plus commission based on the amount of crops harvested. See Tr. at 171, 230. Finally, the parties stipulated that during the 2015 growing season, Hernandez supervised the farmworkers. See ALJX 1 at ¶ 18. The preponderant evidence establishes, therefore, that, in all of his duties—and especially concerning the operation of the meal plan—Hernandez acted with Respondent's actual authority. Hernandez also reasonably believed that the Respondent wished him to operate the meal plan; Respondent's statements to Hernandez and actions in taking him to a meeting with the Department demonstrate that Hernandez's belief was reasonable. Hernandez, therefore, acted with the actual authority of the Respondent, and served as Respondent's agent at all relevant times.

Assuming, *arguendo*, Hernandez did not act under Respondent's actual authority, he acted with Respondent's apparent authority. Put another way, the farmworkers reasonably believed that Hernandez was Respondent's agent. Therefore, his actions are imputed to Respondent. See Restatement (Third) Of Agency § 2.03 cmt. c. Restatement (Third) Of Agency § 2.03 defines apparent authority as, "the power held by an agent or other actor to affect a principal's legal relations with third parties when a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations." At all relevant times, Hernandez supervised the farmworkers. See ALJX 1 at ¶ 18. When workers arrived at the camp, Hernandez said that he would orient them about housing, the "rules of the camp," keeping the bathrooms clean, hours of work, pay, kitchen access, and cost of meals.[148] When the farmworkers paid Hernandez, the workers signed a form to indicate they "agreed that they received the meal and" paid for the meal plan; Respondent's name appears on the top of the form.[149] Russel Marino, Jr. only "sometimes" attended the workers' orientation. (PX 15 at 401.) "Several times a day" Russel Marino, Jr. would check in with Hernandez—not the workers—concerning the operation of the farm. (Tr. at 719.) If workers

---

[148] See Tr. at 61 (Maldonado stating that Hernandez was "in charge" and he never spoke with anyone from the Marino family); 174–175 (Hernandez's testimony); 773 (Russel Marino, Jr. stating that Hernandez "primarily" oriented the workers); 825 (Russel Marino, Jr. stating that the workers complained to Hernandez because Russel Marino, Jr. does not speak Spanish and "that's the chain of command"); PX 3 at 101 (Cervantes Ramirez stating on deposition that Hernandez was "in charge").

[149] PX 17 at 764 (Hernandez's deposition testimony, discussing PX 17-2 at 799 (the meal payment form); Tr. at 182–86 (Hernandez testifying he would use the form at PX 17-2—a document Respondent created in its office—to keep track of the workers who paid for meals).

had problems, they would tell Hernandez because, according to Russel Marino, Jr., that was the "chain of command." (Tr. at 825.) Hernandez told the workers when to work; the workers did not have a choice as to their hours. (Tr. at 17, 90–91, 139, 257; PX 3 at 68–69.) Hernandez also chose the drivers who transported the workers from the dormitory to the fields. See Tr. at 205, 390–401. When work slowed, Hernandez chose the "troublemakers" in determining which workers to lay off. (Tr. at 208.) Finally, Hernandez maintained the sleeping quarters and bathroom facilities at Respondent's dormitory site. (Tr. at 199–205.) In all of these aspects, the farmworkers held reasonable beliefs that Hernandez had authority to act on Respondent's behalf. Because Hernandez acted under Hernandez's apparently authority, he worked as Respondent's agent, and any legal effect of his actions are imputed to Respondent.

B. Respondent unlawfully deducted or otherwise profited from the farmworkers' payments for meal and beverage costs; its agent, Hernandez, also sold beer in violation of state law. Back pay, therefore, is required for the meals, non-alcoholic drinks, and beer the farmworkers purchased.

As Respondent's agent, Hernandez was an "affiliated person." See WHD Bulletin No. 2012-3 ("The term 'affiliated person' includes but is not limited to agents. . . . any person acting in the employer's behalf or interest (directly or indirectly), or who has an interest in the employment relationship."). The regulations therefore prohibit Hernandez from charging any deduction not listed on Respondent's job order. See 20 C.F.R. § 655.122(p)(2). The regulations separately prohibited Hernandez from profiting off any items sold in violation of any law. See id. (specifically incorporating the FLSA regulations at 29 C.F.R. Part 531). To determine whether an employer has met the FLSA's minimum wage requirements, 29 C.F.R. § 531.27 credits an employer for "the reasonable cost . . . of board, lodging, or other facilities customarily furnished . . . to his employees when the cost of such board, lodging, or other facilities is not excluded from wages paid to such employees." The regulations define the term "facilities customarily furnished" and exclude from that definition "[f]acilities furnished in violation of any Federal, State or local law." § 531.31. "Items such as alcohol and cigarettes constitute 'other facilities' under the law." Ortiz v. Paramo, No. CIV. 06-3062 RBK/AMD, 2009 WL 4575618, at *3 (D.N.J. Dec. 1, 2009) (citing Leach v. Johnston, 812 F. Supp. 1198, 1204 (M.D. Fla. 1992), disapproved of on other grounds by Aimable v. Long and Scott Farms, 20 F.3d 434, 441 (11th Cir.1994)). Therefore, Hernandez and Respondent were unable to make deductions not contemplated by the job order; they were also unable to profit from the selling of any illegal facilities. Concerning the latter prohibition, the parties stipulate that Hernandez sold beer to the farmworkers without a license to do so in violation of New Jersey law. See ALJX 1 at ¶ 26; N.J. Stat. Ann. § 33:1-2(a) (mandating that a license is required to sell beer)). Thus, Respondent was unable to profit from the sale of beer, an illegal activity, warranting the remittal of back pay in the amount of Hernandez's profit.

The undersigned must also determine whether Respondent made impermissible deductions when it collected money for the meal plan and non-alcoholic beverages, which were not included in the job order.

1. Respondent's failure to provide kitchen access or otherwise to disclose meal charges constituted violations of 20 C.F.R. § 655.122(g), (p), and (q).

The Administrator properly assessed $128,285 in back wages for the meals the farmworkers purchased.

Because Respondent made deductions of the farmworkers' pay for the meals and non-alcoholic beverages, Respondent is required to provide back pay to the effected farmworkers. See § 655.122(p)(1) (requiring the job offer to include *any* deduction "not required by law which the employer will make form the worker's paycheck); Global Horizons, Inc., OALJ Case No.: 2010-TAE-00002, slip op. at 2 n.7 (ALJ Dec. 13, 2011) (recognizing that, although the meals deduction of $6.00 per day was a "favorable rate[]," it does not "negate the violation, as the deductions thwarted the regulatory scheme."). That Hernandez did not allow the farmworkers to pay him in cash, but took money out of their pay, does not establish that a deduction did not occur. Regardless of the mechanism by which Hernandez deducted the meal and drink purchases, deductions of the farmworkers' pay—constructive or actual—still occurred, and so Respondent is required to reimburse the farmworkers. See In re: Weeks Marine, Inc., ARB No. 12-093, 2015 WL 2172482, at *4 (Apr. 29, 2015) (citing Arriaga v. Fl. Pacific Farms, 305 F.3d 1228, 1236 (11th Cir. 2002); Salazar-Martinez v. Fowler Bros., 781 F. Supp. 2d 183, 191 n.5 (W.D.N.Y. 2011)).

A less severe consequence would deny the farmworkers their contractual right to the $11.29 per hour minimum wage promised on the job order. See JX 1; JX 3; 20 C.F.R. §§ 655.120, 122(l), (p)(2). A less severe consequence, furthermore, would provide a decreased deterrent effect to future employers who may also attempt to alter the terms of the job order upon the workers' arrival. The violation consists of the deduction itself—not the purported reasonableness of the deduction—so Respondent's argument concerning the "reasonable" price of meals, see Respondent's Brief at 16–18; RX 5; RX 7; RX 8, is inapposite.

Respondent's argument that some of the workers approved of the meal plan, see Respondent's Brief at 9–12, is also unavailing; the operative job orders—the contracts between Respondent and its workers—allow for kitchen access only. See JX 1, JX 3. The governing regulations require the "job offer [to] specify all deductions not required by law which the employer will make from the worker's paycheck." 20 C.F.R. § 655.122(p), (g), (q). Respondent's unilateral substitution of the meal plan for the agreed upon kitchen access is in violation of the regulations, *per se*. Respondent's reliance on Global Horizon as negative authority is not compelling, because, contrary to Respondent's assertion, Hernandez acted as Respondent's agent. The practical effect of this agency relationship is that when the workers paid Hernandez for the meal plan, it was as if they paid Respondent. See Respondent's Brief at 11. In other words, "the integrity of the wage setting process" in fact, did not remain "perfect intact." Id. at 12. Respondent's additional argument that, unlike the employer in Global Horizons, Respondent did not profit from the meal plan is also unavailing. See id. at 13. Profit can take many forms. Although some profit was certainly quantifiable—like the profit Hernandez made for the beers and non-alcoholic beverages he sold, and the fact that Pinon, Hernandez's wife, received employment in Respondent's kitchen—some forms of profit are less quantifiable. For example, Hernandez's meal plan made unnecessary any costly expansion of Respondent's kitchen facilities, which Respondent would have had to undertake to fulfill the terms the job orders at JX 1 and JX 3. See Tr. at 175–76 (Hernandez testifying that the kitchen was not large enough "for everyone to cook"). To argue, therefore, as Respondent does, that it

did not profit from the meal plan because no ready financial gain is apparent is not persuasive. Respondent did in fact profit from the sale of meals, so back pay is required. See Admin. v. Global Horizons, 2010-TAE-00002, slip op. at 9 (ALJ Dec. 17, 2010); see also PROFIT, Black's Law Dictionary (11th ed. 2019) ("The excess of revenues over expenditures in a business transaction.")

Finally, Respondent's argument that the Administrator's back pay award "overstates any claimed 'harm'" misses the point. See Respondent's Brief at 16. When Respondent provided a meal plan to its workers, rather than kitchen access, Respondent changed a material term of the job order. This contractual agreement codified a working relationship, which involves one party traveling sometimes thousands of miles from home, often with limited language skills. See "Temporary Agricultural Employment of H-2A Aliens in the United States," 29 FED. REG. 6884, 6894 (Feb. 12, 2010) ("There is ample evidence that agricultural workers are a particularly vulnerable population.") A material change to the terms of that contract necessarily provides "harm" to both the workers' reliance on the H-2A program to ensure that their rights are protected, as well as the overall integrity of the program itself. To deter such harm from occurring in the future, the equities of the case require back pay at the meal plan's full amount.

The Administrator, therefore, reasonably imposed a $128,285 back pay requirement, see PX 2, for the meal plan violations outlined above. WHI Perez authored the back wage assessment in PX 2; he is highly qualified to do so and credibly testified to the methodology he used in arriving at the $128,285 back pay figure. See Tr. at 305–08, 439–61. Respondent improperly deducted meals concerning ninety-six of its H-2A workers and fifty-one of its domestic workers.[150] For each worker, PX 2 lists the week worked ("payroll week ending" date) and how much the worker paid for, *inter alia*, meals. The parties stipulated that Hernandez charged between $75 and $80 per week; the Administrator accounted for this variance in her calculations in PX 2. The Administrator also subtracted those workers that did not engage in the meal plan from the back wage calculation. The Administrator's calculations, as expressed in PX 2, are reasonable and support her requirement for Respondent to provide back pay in the amount of $128,285.

2. Although back pay is required, the Administrator did not reasonably calculate the back pay owed to Respondent's workers for non-alcoholic drinks purchased during the summer of 2015. Respondent is liable to pay $64,960 in back wages for the non-alcoholic drinks the farmworkers purchased.

Hernandez—Respondent's agent—sold workers non-alcoholic drinks throughout the day; either in the fields or at the company store. See ALJX 1 at ¶ 23; Tr. at 22–23, 24–27, 96–97, 189–90, 193–97, 266–67, 360, 502. The money paid for the non-alcoholic drinks was an

[150] WHI Perez reasonably testified that the H-2A regulations do not allow an employer to discriminate between the treatment of H-2A workers and domestic workers. This explains why the Administrator charged Respondent for any meal plan violations concerning both the domestic and H-2A workers Respondent employed during the summer of 2015. See 20 C.F.R. § 655.122(a) ("The employer's job offer must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers.").

unlawful deduction, because it reduced the workers' pay below the required $11.29 per hour threshold. ALJX 1 at ¶ 16; 20 C.F.R. §§ 655.120, 122(l), (p)(2). Because the farmworkers' access to clean water was sporadic—and the farmworkers had no other access to drinks aside from Respondent—it is appropriate to calculate back wages for the various drinks Hernandez sold.

Contrary to Respondent's argument, see Respondent's Brief at 20, allowing Hernandez to profit from non-alcoholic drink sales, indeed, would affect Respondent's "bottom-line," since such profit is reasonably viewed as a fringe benefit for Hernandez's continued employment. In other words, Respondent may have had to pay more to Hernandez absent the profits accrued from the non-alcoholic drinks he sold, thereby affecting Respondent's "bottom-line."

The Administrator attempted to reconstruct the amount of non-alcoholic drinks sold; Hernandez either destroyed or otherwise could not produce his records as to the workers' purchase of drinks in the summer of 2015. See Tr. at 209 (Hernandez's testimony), 361 (WHI Perez stating that Hernandez "did not have purchase receipts for drinks," even though he had such receipts for meals). In doing so, the Administrator reasonably followed the standard propounded in Anderson v. Mt. Clemens Pottery Co., where the Supreme Court determined that, in an action to recover unpaid wages under the FLSA, an employee is required to provide exact evidence of unpaid wages. 328 U.S. 680, 686–89 (1946); see Administrator v. Fernandez Farms, Inc., 2014-TAE-00008, slip op. at 35 (ALJ Aug. 25, 2016) (applying the Mt. Clemens standard within a TAE context)). Rather, where an employer fails to keep records documenting unpaid wages, the Supreme Court applies a burden-shifting standard, which first requires the employer to account for the charges. Id. at 687. If an employer does not provide accurate records, the burden shifts to the employee to provide "sufficient evidence to show the amount and extent of that work as a matter of just and reasonable inference." Id. At that point, the burden shifts back to the employer to rebut the scope and size of the alleged violations. Id. at 687–88.

The Mt. Clemens standard applies here, as the FLSA has similar records retention requirements as the H-2A program. Twenty C.F.R. § 655.122(j), titled "Earnings Records," requires employers under the Act "to keep accurate and adequate records with respect to the workers' earnings, including but not limited to . . . records showing . . . the rate of pay (both piece rate and hourly, if applicable); the workers' earnings per pay period . . . ." *Cf.* 29 U.S.C.A. § 211 (c); 29 C.F.R. Part 516 (providing similar requirements under the FLSA). From a prudential standpoint, application of the Mt. Clemens test is reasonable here because, in both the FLSA and H-2A contexts, "[e]mployees seldom keep such records themselves; even if they do, the records may be and frequently are untrustworthy." 328 U.S. at 687. Accordingly, the Mt. Clemens burden-shifting construct applies to determine the amount of back pay owed to Respondent's workers for the sale of non-alcoholic drinks.

Here, the Administrator reviewed the entirety of the record and concluded that each of Respondent's workers purchased, on average, 4.42 drinks per day. The preponderant evidence of record, however, establishes that the workers purchased an average of only four, not 4.42, non-alcoholic drinks per day. It was reasonable, however, and likely in Employer's favor, to

assume that Respondent sold the drinks for an average of $1.25 per can.[151] The weekly cost to an average worker for drink purchases in the summer of 2015 was $35.00.[152] The Administrator considered 1,856 separate weeks[153] in finding the total amount of non-alcoholic drinks consumed in the summer of 2015. Thus, Respondent owes $64,960—not $71,790.08, as the Administrator recommended—in back pay for non-alcoholic drinks.[154]

3. The Administrator reasonably calculated the back pay owed to the farmworkers for beer purchased during the summer of 2015. Respondent, therefore, owes $8,972.61 in back pay for the profit Hernandez made on beer.

Similar to the non-alcoholic drinks issue, Hernandez did not keep accurate records as to the amount of beer sold to Respondent's workers. Therefore, the Mt. Clemens burden-shifting standard, again, applies. Appendix C to the Administrator's brief titled "Revised Back Wage Computations as to Illegal Beer Sales at a Profit." The Administrator revised her initial back pay assessment for the illicit beer purchases, see JX 10 (Order of Reference), after taking witness testimony at the hearing. Appendix C lists the worker's name, the number of weeks they were on Respondent's payroll during the summer of 2015, as well as the total profit Respondent obtained from selling the worker beer. For most workers (some did not imbibe), the Administrator utilized a profit per week of $4.87, based on its conclusion that the workers drank 3.75 beers per week and Hernandez made $1.30 profit per can. Because Hernandez unlawfully sold alcohol without a license, ALJX 1 at ¶ 26, the regulations do not permit him to make a profit off such sales. See 29 C.F.R. § 531.31. Therefore, the Administrator reasonably charged Respondent for Hernandez's profit. Respondent is unable to rebut the Administrator's calculations as unreasonable. As discussed, *supra*, the Administrator's estimates as to the number of beers consumed per week and Hernandez's profits were reasonable.

4. The Administrator reasonably assessed $198,450 in CMPs concerning Respondent's violations of 20 C.F.R. §§ 655.122(g), (p), and (q).

Although it was likely within the Administrator's reasonable discretion to assess separate CMPs for each violation of 20 C.F.R. §§ 655.122(g), (p), and (q), the Administrator decided to assess one $1,350 CMP for the entirety of the violations of § 655.122. The Administrator reasonably assessed the $1,350 CMP for each of the 147 effected workers, which amounts to a $198,450 CMP. District Director Rachor explained that the Administrator assessed the CMP in

---

151 Because the Mt. Clemens standard only requires estimates, it is irrelevant whether the Administrator calculated prices using numbers derived from Costco rather than Sam's Club, where Hernandez shopped. See Respondent's Brief at 22. Both are wholesale clubs and likely sell products at similar prices; precision is not required.

152 Four drinks per day bought at $1.25 per drink over a weekly period of seven days.

153 The total amount of non-alcoholic drinks the Administrator found was $71,790.08. That figure divided by the weekly amount it considered ($38.68) shows the total number of weeks (1,856 weeks) the Administrator considered. See PX 2.

154 $35.00 per week multiplied by 1,856 separate weeks.

this way due to the seriousness of the violation and the "large amount of workers affected." (Tr. at 849.) The Administrator's assessment of a $1,350 CMP for each worker was reasonable, because she reviewed each of the mitigation criteria at 29 C.F.R. § 501.19(b). (Tr. at 849–54) The Administrator allowed a ten percent reduction in the CMP, due to the fact that Respondent had no prior history with the H-2A program. (Tr. at 852.) That assessment is accurate and reasonable. Because of the large amount of workers affected, the Administrator reasonably did not allow a reduction for the second mitigation factor. The Administrator rationally viewed the violation as serious, and so appropriately did not provide a reduction for the third factor. Concerning the fourth factor, whether Respondent made good faith efforts to comply, the Administrator reasonably did not make a reduction; even throughout the hearing, Russel Marino, Jr. continued to argue that Respondent complied with its requirement to provide the workers with kitchen access. See Tr. at 772. The Administrator did not allow for a reduction for factor five because Respondent never provided a good explanation for not abiding by the job order. That consideration was rational. Because Respondent did not commit to future compliance, the Administrator reasonably did not apply the sixth factor. Finally, the Administrator appropriately recognized the financial gain to Respondent from the meal plan and other items sold to the farmworkers and declined to apply the final mitigation factor. Because the Administrator rationally considered all of the § 501.19(b) mitigation factors, the $198,450 CMP for violations of 20 C.F.R. §§ 655.122(g), (p), and (q) is appropriate.

II. Respondent violated 20 C.F.R. § 655.122(i)(1) in discharging twenty-four total workers before they had worked for at least three-fourths of the workdays of the total period specified in the work contract. The Administrator properly found that $142,728.22 in total back wages are due and reasonably assessed $1,350 in CMPs.

The H-2A regulations require employers "to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period . . . specified in the work contract." 20 C.F.R. § 655.122(i)(1). The Administrator assessed back wages and CMPs concerning Respondent's violation of the three-fourths requirement to three discrete groups of workers. The first set involves the nineteen workers that Respondent terminated after the May 2015 argument. See Administrator's Brief at 63–73. The second set concerns four workers—Luna Gonzales, Elizondo Soto, Raya Tapia, and Morales Acosta—whom Respondent laid off in August 2019. See Administrator's Brief at 63. The final set concerns a single worker, Islas Larraga, who last worked for Respondent on June 9, 2015. See Administrator's Brief at 73. Application of the governing law establishes that Respondent terminated or otherwise constructively discharged each of the twenty-four workers, and that the Administrator reasonably assessed back wages and CMPs for violation of the § 655.122(i) three-fourths requirement.

A. After the May 2015 argument, Respondent terminated nineteen workers without cause. Back pay is therefore due.

Upon arrival at the camp, Hernandez was openly hostile to the workers. Cheguez testified that Hernandez was a "bad" supervisor and threatened the workers with deportation if they did not work faster. (Tr. at 138–39.) Elizondo Soto's deposition testimony supports Cheguez's recollection. See PX 5 at 125. Additionally, the workers arrived at the camp and

encountered the working and housing conditions from which the current litigation arises. As discussed throughout this Decision and Order, those conditions were oftentimes in violation of the governing federal regulations, state law, or both. It was within this context that the nineteen workers engaged with Hernandez and Russel Marino, Jr., which lead to the May 2015 argument that ended in their termination. *Cf.* Tr. at 106–7 (Gustavo Perez stating that the argument represented the workers' attempt at fixing the foregoing problems with Respondent). During the conversation, Russel Marino, Jr. became upset and became verbally and, perhaps even, physically abusive. See Tr. at 107–08 (Gustavo Perez stating that Russel Marino, Jr. was very upset and cursed at the farmworkers, and feeling like he could not continue working), 147 (Cheguez remembering that Russel Marino, Jr. "scream[ed] and yell[ed] in an arrogant way"), 222 (Hernandez stating that Russel Marino, Jr. "was a little bit upset"); PX 9 at 232, 258 (Hugo Leonel Cinta Tegoma recalling during deposition that Russel Marino, Jr. tried to hit him). In his anger, Russel Marino, Jr. terminated the nineteen workers. See Tr. at 39–40, 65 (Maldonado stating that Russel Marino, Jr. had "practically fired us"), 80–83 (Maldonado recalling that Russel Marino, Jr. said that the workers "could leave" if they did not like the conditions and that Russel Marino, Jr. "practically fired [the farmworkers]" during the argument, and that he felt like he "needed to leave"; he left due to problems "with my boss"), 107–08, 125–29 (Gustavo Perez recalling that Russel Marino, Jr. was upset at the farmworkers and said "we weren't necessary" during the argument, that he did not have the opportunity to continue working for Respondent due to the conversation, and that Hernandez told him he "must leave"). Respondent argues that, given the status of the asparagus crop as ripe for harvesting, it makes no logical sense for Russel Marino, Jr. to fire the nineteen workers. See Respondent's Brief at 24–26.

However, the employee witnesses were consistent in describing the heated events at the meeting while Joseph Marino was unable to remember specifically what was said. During his deposition, Joseph Marino testified that he that he did not recall what was said at the argument; at the hearing, Joseph Marino said he recalled "part of what [Russel Marino, Jr.] said." (Tr. at 825–29.) Joseph Marino's testimony, compared to the employees, lacks credibility. The facts, as presented at the hearing, are that the employees arrived at the worksite to find a difficult supervisor in Hernandez, grueling work picking asparagus, and living conditions that were not as promised in their contract. They asked for a meeting to try to address the issues with management; this angered management, who felt pressure to get their crop harvested. Management made a decision, albeit a rash, and perhaps illogical, decision, to terminate this group of workers and then quickly replace the terminated workers. See JX 2, JX 6 (showing a number of H-2A workers hired at the end of May 2015). Considering the entirety of the evidence, Respondent terminated the nineteen workers that left in May 2015 before they worked the guaranteed three-fourths of the hours promised in their contracts, and is liable for any back pay due because of such termination.

1. Assuming, *arguendo*, Respondent did not terminate the workers in May 2015; it constructively discharged such workers. Back pay, therefore, is due.

To find constructive discharge, a plaintiff must "show working conditions so intolerable that a reasonable person would have felt compelled to resign." Pennsylvania State Police v. Suders, 542 U.S. 129, 147 (2004); WHD Bulletin No. 2012-1 (Feb. 28, 2012) ("If a worker

departs employment because working conditions have become so intolerable that a reasonable person in the worker's position would not stay, the worker's departure may constitute a constructive discharge and not abandonment"). The Administrative Review Board emphasizes that the analysis turns on the employee's "reasonable inferences" drawn from the statements and conduct of the employer. Jackson v. Protein Express, 95-STA-38 (Jan. 9, 1997). The Third Circuit[155] instructs finders of fact to review the following nonexclusive factors: "(1) a threat of discharge; (2) suggestions or encouragement of resignation; (3) a demotion or reduction of pay or benefits; (4) involuntary transfer to a less desirable position; (5) alteration of job responsibilities; (6) unsatisfactory job evaluations." Nuness v. Simon & Schuster, Inc., 325 F. Supp. 3d 535, 560 (D.N.J. 2018) (summarizing Clowes v. Allegheny Valley Hosp., 991 F.2d 1159, 1161 (3d Cir. 1993)); WHD Bulletin No. 2012-1 ("the terms and conditions of the worker's employment must have been effectively altered by the employer's conduct," and intolerable housing and working conditions can demonstrate a constructive discharge claim). In Clowes, the Third Circuit reversed a finding of constructive discharge, in part, when the plaintiff "was never threatened with discharge; nor did her employer ever urge or suggest that she resign or retire." 991 F.2d at 1161. The Wage and Hour Division advises that a worker who quits because the worker is "unhappy with the general nature of work assignments" is not constructively discharged.

Assuming it did not fire the workers outright, the preponderant evidence demonstrates that Respondent constructively discharged the nineteen workers who left in May 2015. The first Clowes factor is satisfied. Hernandez threatened the workers with discharge, and Russel Marino, Jr. likely fired the workers during the May 2019 argument. See *supra*. Therefore, unlike the plaintiff in Clowes, here Respondent actually threatened the workers with discharge, or the workers reasonably inferred such a threat, or both. 991 F.2d at 1161. Indeed, Respondent likely outright fired the nineteen farmworkers. The first Clowes factor weighs considerably toward a finding of a constructive discharge; the deplorable situation in which the workers found themselves upon arrival at Respondent's farm compounds the significance of this consideration.

Another Clowes factor fulfilled here is that Respondent's actions materially reduced the workers' benefits. Despite the assurances Respondent made on the job order—the employment agreement both sides agreed upon prior to the summer 2015 growing season—the workers arrived at Respondent's camp to learn not only that they did not have kitchen access, but also that Employer expected them to pay for a meal plan costing between seventy-five and eighty-dollars per week. This arrangement caused a quantifiable reduction in the benefits the workers reasonably relied upon when agreeing to travel to the United States to work in Respondent's fields.

---

[155] As this case arose in New Jersey, the undersigned will apply the law of the U.S. Court of Appeals for the Third Circuit. In a case arising within the State of California, an administrative law judge applied Ninth Circuit law. Without passing specific judgment on the ALJ's decision to do so, the Administrative Review Board affirmed in full the administrative law judge's Decision and Order. See Global Horizons, ARB Case No. 09-016, ALJ Case No. 2008-TAE-00003, 11 (Dec. 21, 2010); Delegation of Authority and Assignment of Responsibility to the Administrative Review Board, 77 FED. REG. 69378, 69378–80 (Nov. 16, 2012) (declining to provide any discussion as to which circuit law applies to the Administrative Review Board's review of an administrative law judge's decision and order in a TAE matter).

Finally, Hernandez changed the terms and conditions of the workers' responsibilities. Contrary to the job order, the workers regularly worked twelve-hour days in extreme weather conditions. The job order stated that they would work between five and seven hours per day (except one day per week), see JX 1 and JX 3; however, the workers testified to regularly working twelve-hour days. Although the job orders stated that workers "may be requested" to work additional hours, see id., the corroborative testimony of numerous workers establishes that Hernandez told the workers where, when, and how long to work and that he often directed them to work twelve hour days. This was a material change to the workers' responsibilities as listed on the job orders, and so the fifth Clowes factor applies.

Thus, the evidence of record establishes many of the Clowes factors, including threat of discharge, reduction of benefits, and alteration of job responsibilities. Although the other factors—suggestions or encouragement of resignation, involuntary transfer, and unsatisfactory job evaluations—are not satisfied, those factors do not necessary apply to the exigencies of the working situation at Respondent's farm. Weighing the Clowes factors in the totality, the Administrator has preponderantly established that Respondent constructively discharged nineteen farmworkers after the May 2015 argument.

Aside from the Clowes factors, the WHD Bulletin provides additional guidance that compels a finding that Respondent constructively discharged the workers who left in May 2015. See WHD Bulletin No. 2012-1 ("Constructive discharge may exist when a worker leaves the job because the housing conditions in which the worker is required to live are intolerable and violate applicable safety and health standards (*i.e.*, grossly inadequate heating during the winter, lack of running water, exposure of bare electrical wires)." As demonstrated, *infra*, Respondent is liable for numerous violations of the regulations concerning the proper housing and transportation of H-2A workers. The workers' housing conditions involved broken screens, which allowed in flies and other pests. The dormitory area also had litter strewn on the ground and trashcans without lids; the bathrooms lacked sufficient hot water. Respondent also provided unsafe transportation to its workers. When the workers initially arrived, the fields lacked bathrooms and access to water. All of these violations further demonstrate that Respondent committed a constructive discharge of the nineteen workers who left after the May 2015 argument.

The nineteen terminated or otherwise constructively discharged workers, therefore, did not abandon their positions. See 655.122(n) (providing that the three-fourths guarantee does not apply to workers who voluntarily abandon their jobs); WHD Bulletin No. 2012-1 (stating that a constructively discharged worker does not commit the act of abandonment). Although the WHD Bulletin states that constructive discharge does not apply to workers who are merely unhappy with their work assignment; that provision does not apply here. The facts establish that the workers engaged with Hernandez and Russel Marino, Jr., because the workers wanted to work but were unhappy with the working and living conditions. The workers' concerns were not subjective; they related to the actual living and working conditions they faced while working for Respondent. The fact that other workers stayed while the nineteen workers left, see Respondent's Brief at 27, does nothing to dispel the unacceptable—and at times unlawful—conditions to which Respondent subjected the farmworkers. Because Respondent terminated or otherwise constructively discharged the nineteen workers after the May 2015 argument, the Administrator has established a three-fourths violation concerning such workers.

2. Respondent violated the three-fourths guarantee concerning four of the forty-four workers it laid off in August 2015. Therefore, back pay is warranted.

Respondent laid off forty-four workers in August 2015 due to inclement weather and lack of work. Respondent did not meet the three-fourths guarantee for four such workers: Luna Gonzalez, Elizondo Soto, Raya Tapia, and Morales Acosta. See PX 1; Tr. at 702–04. At the hearing, Respondent withdrew RX 4, which—according to "Respondent's Exhibit List"—contained a "calculation of hours worked for [six] workers." See "Respondent's Exhibit List; see also Tr. at 702–04. Respondent's counsel stated "I was wrong" about the contents of RX 4, and agreed that the Administrator provided accurate calculations as to Respondent's three-fourths violations concerning Luna Gonzalez, Elizondo Soto, Raya Tapia, and Morales Acosta. (Tr. at 704.) In its brief, Respondent did not discuss or otherwise defend against the alleged three-fourths guarantee violation concerning these four workers. Accordingly, the undersigned finds that Respondent does not controvert the violation of the three-fourths guarantee concerning Luna Gonzalez, Elizondo Soto, Raya Tapia, and Morales Acosta. Review of the evidence of record further establishes that fact.

3. Respondent violated the three-fourths guarantee concerning Jose Islas Larraga, and he deserves back pay.

According to the information Respondent provided to the Administrator, Islas Larraga last worked for Respondent on June 9, 2015. See PX 1. The regulations only absolve an employer from liability for a worker's three-fourths guarantee when the worker abandons the job or is otherwise terminated for cause. 20 C.F.R. § 655.122(n). The record contains no evidence to establish that Islas Larraga abandoned his job. Assuming, *arguendo*, he did abandon his job, the regulations would only relieve Respondent of three-fourths guarantee liability if it provided timely notice to the Department. See id. (referring to the DOL Notification Process at 76 FED. REG. 21,041). Respondent provided no notice to the Department concerning the end of Islas Larraga's employment. Therefore, Respondent violated the three-fourths guarantee concerning Islas Larraga, as well.

4. The Administrator reasonably computed back wages for the twenty-four workers discussed in this section.

WHI Perez has worked as an investigator for U.S. Department of Labor, the Wage and Hour Division for six years. (Tr. at 305–06.) Of the 200 cases he has helped investigate during his tenure with the Department, WHI Perez has worked on between five and ten cases concerning violations of the H-2A regulations. (Tr. at 306.) WHI Perez created the table at PX 1, which calculated the three-fourths guarantee for the twenty-four workers for whom Respondent is required to remit back pay. The undersigned admitted PX 1 as a summary of voluminous records under 29 C.F.R. § 18.1006. The voluminous records that PX 1 summarizes are Respondent's weekly payroll records, which are contained in the record at PX 23. See Tr. at 420–21. Charlene Rachor is the "District Director of the Southern New Jersey District Office for the Wage and Hour Division." (Tr. at 845.) In that capacity, District Director Rachor oversees

investigations, supervises investigators, and issues letters regarding findings of investigations including H-2A determination letters. (Id.) Although District Director Rachor was not WHI Perez's supervisor, she supported the quality of WHI Perez's work product and stated that "he would do the back wages as accurately as possible." (Tr. at 897–98.) District Director Rachor said that WHI Perez's supervisor would have reviewed his back wages calculations. (Tr. at 898.) WHI Perez described the methodology he employed to determine back wages due, (Tr. at 420–30); his testimony was reasonable based on the evidence of record. Aside from arguing that voluntary abandonment voids the three-fourth guarantee, Respondent did not criticize WHI Perez's calculations or the methodology he applied in PX 1 concerning either the nineteen workers terminated in May 2015 or Islas Larraga. See Respondent's Brief at 23–28. Review of PX 1 shows that WHI Perez reasonably determined not only that a three-fourths violation occurred, but also the back wages Respondent owes, because of such underpayment.

Respondent, however, alleged that WHI Perez failed to account for the hours Respondent offered to the four workers whom it laid off in August 2015, and for whom the Administrator asserted violations of the three-fourths guarantee. See Respondent's Brief at 28–30. Respondent noted that its tracking system was incapable of capturing any time, for example, where Respondent offered hours to a worker, but the worker was sick or otherwise unable to take the hours. Id. Respondent's argument is unpersuasive, as the governing regulations require it to "keep accurate and adequate records with respect to the workers earnings, including but not limited to . . . records showing . . . the number of hours of work **offered** each day . . . ." 20 C.F.R. § 655.122(j)(1) (emphasis added); see § 655.122(j)(3). Although Respondent took ample testimony about the immoderate costs and general capabilities concerning its record keeping system, see Tr. at 682–86, 706, 798, Respondent is unable to argue persuasively that the Administrator's calculations are unreasonable when Respondent's tracking system does not comport with the regulatory requirements. The Administrator, therefore, reasonably calculated the back wages owed to the four workers laid off in August 2015.

In sum, the Administrator reasonably assessed a combined $142,728.22 in back wages for Respondent's three-fourths guarantee violations concerning the nineteen farmworkers terminated in May 2015, the four farmworkers laid off in August 2015, and Islas Larraga.

5. The Administrator reasonably assessed a single $1,350 CMP for the violations discussed in this section.

Additionally, the Administrator assessed a reasonable CMP of $1,350,[156] total, for Respondent's various three-fourths guarantee violations. The Administrator reasonably considered all of the mitigation factors. See Tr. at 856–58, 935–37. District Director Rachor explained the importance of the three-fourths guarantee:

> Well, as I said, we have a situation where, you know, workers are -- H-2A allows an employer to bring over farmer workers, non-immigrant workers by laying out

[156] At the time of the assessment, the governing regulations allowed the Administrator to assess $1,500 in civil money penalties for "[e]ach failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment." 29 C.F.R. § 501.19(a), (c) (2016).

> terms and conditions of employment basically in the form of a contract. The workers are provided a copy of that so they can see, okay, this is the money I'm going to earn. If they come here and they are terminated, forced to resign, and they don't receive that three-[fourths] guarantee, now that's wages that they've lost and perhaps they wouldn't have come.

(Tr. at 858.) The undersigned finds compelling District Director Rachor's explanation of the rationale behind the Administrator's decision to apply CMPs for the three-fourths guarantee violations. District Director Rachor also rationally explained the Administrator's decision to apply only the mitigation factor concerning Respondent's lack of a history of violations. See Tr. at 856–57. The undersigned agrees with the Administrator's decision not to apply the remaining mitigation factors. The Administrator, therefore, reasonably assessed one $1,350 CMP for Respondent's twenty-four three-fourths guarantee violations.

III. The Administrator reasonably decided to assess a $1,350 CMP for Respondent's attempt to cause its workers to waive the three-fourths guarantee.

A $1,350 CMP for Employer's attempt to cause its workers to waive the three-fourths guarantee is reasonable. Twenty-nine C.F.R. § 501.5 mandates, "[a] person may not seek to have an H-2A worker . . . or a U.S. worker . . . waive any rights conferred under 8 U.S.C. 1188, 20 C.F.R. part 655, subpart B." Under 20 C.F.R. § 655.122(i), employers are required "to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period . . . ." Here, Employer provided worker departure forms to the nineteen farmworkers that left in May 2015. The worker departure forms stated that the farmworkers voluntarily left their jobs due to personal issues.[157] The regulations consider such an act "abandonment," the practical effect of which is to forego a farmworker's three-fourths guarantee." See § 655.122(n). The worker departure forms Respondent provided did not allow the farmworkers to state the true reasons they left. Respondent affirmatively provided the worker departure forms to the Department and other government agencies. This was a misrepresentation, as Respondent terminated or otherwise constructively discharged the workers. Further, Respondent admitted in its brief that the workers had no sick or deceased family members. See Respondent's Brief at 31; PX 15 at 475 (Russel Marino, Jr. stating that the purpose of the worker departure forms was to "protect against . . . this lawsuit"). That a third party may have advised the workers to sign the form as written does not absolve Respondent's liability from first, affirmatively providing forms with false information to the workers and second providing such documents to the Department.

Although the worker departure forms do not specifically state that the workers would give up their three-fourths guarantee, a proximate result of the misrepresentation is that the workers would forfeit their right to the three-fourths guarantee. The forms averred that

---

[157] See Tr. at 37 (Maldonado's testimony), 108–110, 149–50 (Cheguez's testimony), 225 (Hernandez's testimony), 272–74 (Almanza testifying that Hernandez gave the workers a form "and asked us to sign the paper because 'there was no other choice'" and "we couldn't do anything about it"), 409–10 (WHI Perez's testimony), 732–34 (Russel Marino, Jr. saying that he gave the worker "the option to check off the box that said they were returning home because of personal reasons"), 769 (Russel Marino, Jr. recalling that he brought forms for the workers to sign stating that they were "resigning").

Respondent offered the worker additional work sufficient to complete the three-fourths guarantee; however, Respondent never made such a representation to the workers. Russel Marino, Jr. said that he did not want to have the workers sign a form saying that they were terminated, so he "gave them the option" to say that they quit for personal reasons. (Tr. at 733.) The fact that Respondent did not allow the workers to attest to the exact reason they left Respondent's employ renders moot Respondent's argument that it did not seek to have the employees waive any right. See Respondent's Brief at 31. Here, the worker departure forms effectively waived the farmworkers' right to the three-fourths guarantee; Respondent coerced the farmworkers into doing so.

To arrive at the $1,350 CMP, the Administrator decided against instituting the penalty per violation; rather the Administrator applied one $1,500 CMP, which included a $150 deduction because Respondent had no prior violations. See Tr. at 856–58. The Administrator made the $150 deduction after reviewing all mitigation factors. (Id.) Based on review of the record and the findings of fact made herein—including Respondent's limited experience with the H-2A program—the Administrator's decision to impose a $1,350 CMP for Respondent's violation of 29 C.F.R. 501.5 is reasonable.

IV. Respondent violated 20 C.F.R. § 655.122(d)(1) by providing inadequate housing, but the Administrator did not impose a reasonable $3,600 CMP. Rather, a $3,150 CMP is reasonable to assess.

As discussed below, the Administrator has successfully established violations for the bathroom windows with missing or broken screens, dormitory windows with missing or broken screens, uncovered garbage cans, and a shortage of hot water. However, the Administrator is unable to demonstrate that Employer committed a violation due to the provision of any unclean mattresses. A separate CMP for any mattress violation, therefore, is not warranted.

A. The Administrator assessed a reasonable $3,150 CMP resulting from Respondent's housing violations concerning missing or broken screens, uncovered garbage cans, and a shortage of hot water

The Administrator assessed $3,150 in CMPs for four violations of 20 C.F.R. § 655.122(d)(1), as follows: $900 for the unscreened bathroom windows; $900 for the faulty dormitory screen windows and doors; $900 for the uncovered garbage cans; and $450 for the hot water shortage. See Administrator's Brief at 84 (citing JX 10 at 160; Tr. 861–65, 938–39). Because Respondent's dormitories were built prior to 1980, the applicable regulations are the Employment and Training Administration Housing Standards codified at 20 C.F.R. §§ 654.404 through 654.417. The Administrator assessed reasonable CMPs because of Respondent's four discrete violations of § 655.122(d)(1). First, the record clearly shows unscreened bathroom windows. See Tr. at 331; PX 28, pages 1046–47. Section 654.408(a) mandates that "all outside opening . . . be protected with screening of not less than [sixteen] mesh." The Administrator, therefore, has successfully established a violation of § 655.122(d)(1). Second, the record shows obviously broken screens on the windows and doors of the dormitory in violation of § 654.408(a). See Tr. at 201–03 (Hernandez's testimony); PX 28, pages 1049–55. WHI Perez recalled the presence of flies in the dormitory. (Tr. at 323–28.) Third, the grounds surrounding

Respondent's dormitory also contained uncovered trash cans. Section 654.414 requires employers to provide "fly tight, clean containers . . . adjacent to each housing unit for the storage of garbage or other refuse." Here, some of the garbage cans surrounding the dormitory did not have lids and WHI Perez noted the presence of flies around such lidless garbage cans. See Tr. at 324, 332. PX 33, page 1094, is a photograph of an open pile of discarded cans of soda and beer. See Tr. at 374–75, 603–04. The pile of discarded cans is located "directly across from the dormitory housing." (Tr. at 375.) PX 33, pages 1095 through 1102, are more photographs of the discarded cans. (Id.) The Administrator, therefore, has established a violation of § 654.414. Fourth, the Administrator reasonably assessed $450 in CMPs for the shortage of hot water. According to § 654.412, "[b]athing and hand washing facilities, supplied with hot and cold water under pressure, must be provided for the use of all occupants." Here, the bathrooms at Respondent's dormitory lacked sufficient hot water. See Tr. at 30, 59–60 (Maldonado's testimony), 103–04 (Gustavo Perez's testimony), 330 (WHI Perez's testimony that he had to wait two to three minutes "to determine that there was no hot water present"); PX 7 at 189 (Silva Lopez recalling that, at times, he took cold showers); PX 11 at 288 (Hector Mishel Garcia Dominguez stating in his deposition that there was only enough hot water for ten people to shower before it ran out). *Cf.* 203, 215 (Hernandez's testimony that workers had to "wait a little bit" for hot water). Respondent, therefore, violated the hot water requirement at § 654.412. The Administrator reviewed and applied the various mitigation factors at 29 C.F.R. § 501.19(b) to the facts surrounding the violation and reasonably reduced the CMPs to $3,150.[158] See Tr. at 862–66.

Finally, Respondent argued that the Administrator did not attempt to determine whether Respondent addressed the housing violations WHI Perez observed. See Respondent's Brief at 31–33. This argument is unavailing, because the record does not establish that Respondent ever contacted the Administrator to inform her that it made such repairs. Therefore, the Administrator reasonably reviewed the mitigating factors at 29 C.F.R. §501.19(b), and rationally assessed CMPs for the foregoing housing violations.

B. The CMP assessed for the unclean mattress violation is unreasonable.

---

[158] Concerning the bathroom screens, screen doors, and garbage cans, the Administrator applied the same mitigation factors and for the same reasons. The Administrator allowed a ten percent reduction because Respondent lacked a history of violations. However, the Administrator did not allow a reduction due to the number of workers affected, because of the gravity of the violation, because Respondent did not correct the violations immediately, and because Respondent provided no good explanation for the violations. See Tr. at 863–64. The Administrator applied the various mitigation factors at 29 C.F.R. § 501.19(b) to the facts surrounding the violation and reasonably reduced the CMP from a base penalty of $1,500 to $450. See Tr. at 865–66. The Administrator applied a ten percent deduction due to Respondent's commitment to future compliance and another ten percent deduction because the profit and loss component did not apply. Id.

Concerning the hot water violation, the Administrator did not apply mitigation factor number two, because the lack of hot water affected a large number of workers. The Administrator applied the mitigation factors for the gravity of the violation, because nobody was injured; she applied mitigation factor number five because Respondent provided a good explanation in that it did not know of the violation. The Administrator also applied mitigation factor six for a commitment to future compliance and another ten percent reduction because the Respondent did not stand to make any financial gain. Tr. at 865–66; see also Tr. at 937 (stating that the Administrator applied the same mitigation factors for the hot water and purported mattress violations, except the Administrator did not apply mitigation factor two). All of the Administrator's decision are reasonable based on the factual record.

The Administrator assessed a $450 CMP for unclean mattresses, which WHI Perez observed and photographed. See Administrator's Brief at 84 (citing JX 10 at 160; Tr. 862–66, 938–39). The CMP is unreasonable. The Administrator assessed the CMP due to a purported violation of 20 C.F.R. § 654.416, which requires an employer to "provide[]" H-2A workers with facilities consisting of, *inter alia*, "bunks, provided with clean mattresses." Here, WHI Perez assessed the violation, even though he "assumed" each worker had a mattress, and he could not recall if he observed any bunkbeds that were missing mattresses. See Tr. at 599; see also Tr. at 493. WHI Perez observed and photographed mattresses on the floor. See Tr. at 329; PX 28 at 1056. However, the photograph and WHI Perez's testimony does not preponderantly establish that Employer was in violation of § 654.416. The mattresses in the photograph are covered in bedsheets and other belongings, and so do not reasonably show the cleanliness of the employer-provided mattress. Although it is possible that the floor is unclean, thereby making the mattress unclean, neither the photographic nor the testimonial evidence proves this point. The Administrator did not successfully establish that Respondent did not "provide[]" its workers with "clean mattresses." § 654.416. Accordingly, the $450 CMP for unclean mattresses is not a reasonable penalty.

V. Respondent violated 20 C.F.R. § 655.122(h)(4) through its use of substandard transportation and use of unlicensed drivers. The Administrator imposed a reasonable $7,500 in CMPs.

Twenty C.F.R. § 655.122(h)(4) requires "[a]ll employer-provided transportation" to "comply with all applicable Federal, State or local laws and regulations." The Administrator reasonably assessed CMPs against Respondent because it used drivers without proper licenses, and because it transported its farmworkers using buses that fell below state and federal safety standards.

A. The $7,500 total CMP the Administrator imposed for transportation violations (20 C.F.R. § 655.122(h)(4)) was reasonable considering Respondent's violation for using unlicensed bus drivers.

The laws of the State of New Jersey prohibit driving on "public highways" without a driver's license. See N.J. Stat. Ann. § 39:3-10). New Jersey also prohibits the transportation of migrant farmworkers by drivers who are not licensed in the United States or Canada. See Administrator's Brief at 86–87 (citing N.J. Admin. Code § 13:21-13.2). Additionally, the H-2A regulations require drivers to possess a "valid permit qualifying the driver to operate the type of vehicle driven by him in the jurisdiction by which the permit is issued." 29 C.F.R. § 500.105(b)(1)(iii) (incorporated by reference in 20 C.F.R. § 655.122(h)(4)).

Here, in response to WHI Perez's request, none of the five workers WHI Perez observed driving the buses provided him with acceptable driver's licenses. See Tr. at 393, 399–400. Hernandez only provided driver's licenses to WHI Perez for three of the five drivers WHI Perez observed. (Tr. at 400.) Two had Mexican driver's licenses and one had an expired Mexican driver's license; the other two drivers had no licenses. See 390–401; PX 30 at 1064–72. The Administrator, therefore, has reasonably proven a violation of § 655.122(h)(4). The

Administrator reviewed the mitigation factors at 29 C.F.R. § 501.19(b), and reasonably assessed reductions of the CMPs. See Tr. at 868–70.[159]

B. The $7,500 total CMP the Administrator imposed for transportation violations (20 C.F.R. § 655.122(h)(4)) was also reasonable considering Respondent's violation for using unsafe vehicles.

The Administrator reasonably found two violations concerning the vehicles Respondent used to transport its farmworkers. One of the buses Respondent used to transport its farmworkers had a broken rear tail light. See Tr. at 405; PX 29 at 1057 (showing that bus number 205 has a broken right rear turn signal). The obviously broken tail light put Respondent in violation of federal and state motor vehicle laws. See, *e.g.*, 29 C.F.R. § 500.105(b)(3)(ii) (incorporating the lighting devices required under 49 U.S.C. 3102(c)); 49 C.F.R. § 393.11 (titled "Parts and Accessories Necessary For Safe Operation," specifically concerning commercial vehicles); N.J. Stat. Ann. § 39:3-61(a) (titled "Lamps and Reflectors Required on Particular Vehicles."). The CMP was reasonable, as it took into account the violation and the Administrator's review of the mitigation factors at 29 C.F.R. § 501.19(b).

The Administrator also rationally proved that the Respondent committed a violation by operating three buses with worn tires. Regardless of the instrument by which the investigator measured the tread on the tires, it is plainly evident that the Respondent operated buses with bald, unsafe tires. See Tr. at 402–06, 607–08; PX 29, pages 1058–63 (showing three tires that are clearly unsafe for road use due to the condition of the tire as worn, cracked, or both). Respondent did so in violation of federal and state laws. See 29 C.F.R. § 500.105(b)(3)(v); N.J. Admin. Code § 13:21-13.11(b) (prohibiting motor vehicles from transferring migrant workers with "tires which have been worn so smooth as to expose the tire fabric or which shall have any other defect likely to cause failure of the tire."). Respondent's actions also put lives at risk. The Administrator reviewed the mitigation factors at 29 C.F.R. § 501.19(b) and reasonably assessed a CMP of $750 per vehicle. See Tr. at 870–71. The gravity of the violation—involving a threat to the health and safety of Respondent's workers—is such that the Administrator's decision to apply any of the mitigation factors whatsoever represents a lenient decision. See Tr. at 868–74.

VI. Conclusion

This Decision modifies, in part, the Administrator's findings. Nevertheless, the preponderant evidence of record establishes that Respondent must remit $344,945.80[160] in back

---

[159] The Administrator reasonably allowed a ten percent reduction due to Respondent's lack of history with the H-2A program; her decisions to allow additional ten percent reductions due to the number of workers involved, and Respondent's commitment to future compliance, financial gain to the Respondent, and the catch all factor were also correct based on the record. (Tr. at 868–69.) The Administrator reasonably explained why it did not provide reductions for the gravity of the violation—unlicensed drivers are a safety hazard—as well as Respondent's efforts to comply in good faith and its explanation for the violation. (Id.) Respondent's practice of using unlicensed drivers demonstrates its general disregard for the safety and wellbeing of not only the guest farmworkers in its employ, but also for other motorists.

[160] $128,285 in back wages for meals; $64,960 in back wages for non-alcoholic drinks; $8,972.61 for beer; $142,728.22 for the various three-fourths guarantee violations.

wages and $211,800[161] in civil money penalties. The undersigned found the Administrator's assessments to be reasonable and accurate, except for the back wages owed for non-alcoholic drinks, and the CMP assessed for the non-existent mattress violation.

In its brief, Respondent noted that the penalties "dwarf those"[162] assessed in the Global Horizons cases, 2005-TAE-0001 and 2010-TAE-0002, which involved "rampant wage theft" and employers being paid kickbacks from the workers. Respondent's Brief at 4. There, the Administrator sought $350,000 in civil money penalties. Here, the Administrator has established $212,250.00 in CMPs. The scale of the CMPs is due to no reason aside from the sheer numbers of farmworkers affected by Respondent's violations. Additionally, the Administrator utilized conservative estimates to calculate the required back pay. The Administrator showed further restraint when deciding to apply one CMP for all of the violations of §§ 655.122(g), (p), and (q); she was well within her rights to have required Respondent to pay for each violation separately. Moreover, the governing regulations allow the Administrator to debar the Respondent from further certification, among other penalties. The Administrator showed further restraint in her decision not to apply those remedies, as well.

The Administrator's findings, modified in part herein, illustrate the truism that serious violations call for serious penalties. Respondent engaged in serious violations of the Act, and committed such violations against 147 farmworkers who in good faith engaged with the H-2A program.

THEREFORE, the undersigned finds:

1. Respondent violated 20 C.F.R. § 655.122(g), (p), and (q) by making false promises about kitchen access and failing to disclose meal charges. As a result, it owes $128,285 in back wages, and $198,450 in CMPs.
2. Respondent violated 20 C.F.R. § 655.122(p) through the sale of drinks and other items at a profit or in violation of state law. As a result, it owes $64,960 in back wages for non-alcoholic drinks sold and $8,972.61 for the profit it made from the beer it sold.
3. Respondent violated 20 C.F.R. § 655.122(i) in discharging certain workers prior to such workers meeting the three-fourths guarantee. As a result, it owes $142,728.22 in back wages, and $1,350 in CMPs.

---

[161] $198,450 for violations of 20 C.F.R. §§ 655.122(g), (p), (q); $1,350 for the three-fourths guarantee violations; $1,350 for coercing the waiver of the three-fourths guarantee; $3,150 for the various housing violations; and $7,500 for violations concerning the use of unsafe vehicles.

[162] Respondent's laches and estoppel arguments, see Respondent's Brief at 18–19, are also denied as there is no indication that the Administrator engaged in a prolonged delay in enforcement. WHI Perez arrived at Respondent's dormitory in July 2015 in an investigatory capacity, only. ALJX 1 ¶ 36. The Administrator did not make a formal conclusion as to whether Respondent committed any violations until the June 22, 2016 determination letter. See ALJX 1 at ¶ 38. Because any delay was not unreasonable, the undersigned denies Respondent's estoppel and laches arguments.

4. Respondent violated 29 C.F.R. § 501.5 by attempting to cause workers to waive the three-fourths guarantee at 20 C.F.R. § 655.122(i). As a result, it owes $1,350 in CMPs
5. Respondent violated 20 C.F.R. § 655.122(d) through the provision of inadequate housing. As a result, it owes $3,150 in CMPs.
6. Respondent violated 20 C.F.R. § 655.122(h)(4) through substandard transportation and unlicensed drivers. As a result, it owes $7,500 in CMPs.

SO ORDERED.

Digitally signed by THERESA TIMLIN
DN: CN=THERESA TIMLIN, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

THERESA C. TIMLIN
Administrative Law Judge

Cherry Hill, New Jersey

NOTICE OF APPEAL RIGHTS: Any party seeking review of this decision, including judicial review, shall file a Petition for Review (§Petition§) with the Administrative Review Board (§ARB§) within 30 days of the date of this decision. 29 C.F.R. § 501.42. The Board's address is: Administrative Review Board, U.S. Department of Labor, Suite S-5220, 200 Constitution Avenue, NW, Washington DC 20210, for traditional paper filing. Alternatively, the Board offers an Electronic File and Service Request (EFSR) system. The EFSR for electronic filing (eFile) permits the submission of forms and documents to the Board through the Internet instead of using postal mail and fax. The EFSR portal allows parties to file new appeals electronically, receive electronic service of Board issuances, file briefs and motions electronically, and check the status of existing appeals via a web-based interface accessible 24 hours every day. No paper copies need be filed. An e-Filer must register as a user, by filing an online registration form. To register, the e-Filer must have a valid e-mail address. The Board must validate the e-Filer before he or she may file any e-Filed document. After the Board has accepted an e-Filing, it is handled just as it would be had it been filed in a more traditional manner. e-Filers will also have access to electronic service (eService), which is simply a way to receive documents, issued by the Board, through the Internet instead of mailing paper notices/documents. Information regarding registration for access to the EFSR system, as well as a step by step user guide and FAQs can be found at: https://dol-appeals.entellitrak.com. If you have any questions or comments, please contact: Boards-EFSR-Help@dol.gov
If filing paper copies, you must file an original and four copies of the petition for review with the Board, together with one copy of this decision. If you e-File your petition, only one copy need be uploaded. Copies of the Petition should be served on all parties and on the undersigned Administrative Law Judge. If the ARB does not receive the Petition within 30 days of the date of this decision, or if the ARB does not issue a notice accepting a timely filed Petition within 30 days of its receipt of the Petition, this decision shall be deemed the final agency action. 29 C.F.R. §501.42(a).

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_SUN_VALLEY_ORCHARDS__**

Case Number: **2017TAE00003**

Document Title: **DECISION AND ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 28th day of October, 2019:

Digitally signed by Donna M. Broome
DN: CN=Donna M. Broome, OU=Paralegal Specialist, O=US DOL Office of Administrative Law Judges, L=CHERRY HILL, S=NJ, C=US
Location: CHERRY HILL NJ

Donna M. Broome
Paralegal Specialist

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Secretary of Labor
c/o Administrative Review Board
U. S. Department of Labor
Suite S-5220, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Regional Administrator
U. S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
PHILADELPHIA PA 19106
{Hard Copy - Regular Mail}

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr.
29 Vestry Road
SALEM NJ 08085
{Hard Copy - Regular Mail}

Associate Solicitor
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Christopher J Schulte, Esq.
CJ Lake, LLC
525 Ninth Street, N.W.
Suite 800
WASHINGTON DC 20004
{Hard Copy - Regular Mail}

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Jason E Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
NEW YORK NY 10014
{Hard Copy - Regular Mail}

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
MULLICA HILL NJ 08062
{Hard Copy - Regular Mail}

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
LAWRENCEVILLE NJ 08648
{Hard Copy - Regular Mail}

E-Filed
NOV 27 2019
Received

UNITED STATES DEPARTMENT OF LABOR
ADMINISTRATIVE REVIEW BOARD

In the Matter of:	**ARB Case No.: 2019-20-0018**
SUN VALLEY ORCHARDS, LLC	**ALJ Case No.: 2017-TAE-00003**
Respondent	**Review of ALJ's Final Decision**

SUN VALLEY ORCHARDS, LLC'S PETITION FOR REVIEW OF A DECISION AND ORDER AFFIRMING IN PART AND MODIFYING IN PART THE ADMINISTRATOR'S FINDINGS

Christopher J. Schulte, Esq.
CJ LAKE, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
Phone: (202) 465-3000
Fax: (202) 347-3664
cschulte@cj-lake.com

Attorney for Respondent
Sun Valley Orchards, LLC

Dated: November 27, 2019

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

I. Introduction 1

II. Standard of Review 3

III. Meals and Drinks 4

IV. Early Departures 6

V. Remaining Allegations 9

A. Beer Sales 9

B. Housing & Transportation 9

C. Departure Notices 10

VI. Conclusion 10

TABLE OF AUTHORITIES

CASES

Matter of Administrator v. Fernandez Farms, Inc., ARB Case 2016-0097 (Sept. 16, 2019)..... 3

Matter of Administrator v. Three D Farms, LLC, ARB Case 2016-0092 (Feb. 12, 2019)..... 3

Pennsylvania State Police v. Suders, 542 U.S. 129 (2004) 8

REGULATIONS

20 C.F.R. § 655.122(n) 8, 10

29 C.F.R. § 501.41 3

29 C.F.R. § 501.42 ..... 1, 3

29 C.F.R. § 501.43 3

OTHER AUTHORITY

Secretary of Labor Order No. 02-2012, 77 Fed. Reg. 69,378 (Nov. 16, 2012) 3

I. Introduction

The decision on appeal represents a radical expansion of the existing H-2A requirements for employers; creating new law that requires employers to provide free hot meals, all the soft drinks an employee can drink for free, cold beer for wholesale prices, and pay for months of work after employees quit because it was more difficult than they expected. This workers' paradise sounds like a fantasy, but it is precisely what the Department is creating here. A family farm that did not gain one single penny from the alleged violations is being forced to pay more than half a million dollars to fund that fantasy. They come before this Court seeking review, to put right what has been made wrong, and to return to the H-2A regulations as they were actually written.

Petitioner, Sun Valley Orchards, LLC ("Sun Valley" or "SVO" or "Petitioner"), respectfully petitions the Administrative Review Board ("ARB") for review, pursuant to 29 C.F.R. § 501.42, of a Decision and Order Affirming in Part and Modifying in Part the Administrator's Findings following a July 2017 hearing (the "Decision"), issued by Administrative Law Judge Theresa C. Timlin (the "ALJ") on October 28, 2019. The ALJ's Decision slightly reduced the Administrator's demand for back wages and civil money penalties ("CMPs"), but essentially rubber-stamped the request, ordering Sun Valley to pay $344,945.83 in back wages and $211,800 in CMPs.[1] The Administrator and the ALJ, based on the amounts assessed, would have you believe that this case involves some egregious worker abuse or safety concern. But it isn't true.

In fact, those exorbitant wages and fines are nothing more than misunderstandings between first-time H-2A workers and a first-time H-2A employer, with opportunistic auditors maximizing penalties on novel legal theories. Ultimately, nearly all of those wages and penalties consist of

[1] The combined total of $556,745.83 is 98.7% of the requested $564,026.

free hot meals (not required by the H-2A rules); all-you-can-drink free soft drinks (not required by the H-2A rules); and pay for months of work never performed by workers who had quit because the work was more challenging than they had expected (obviously, not required by the H-2A rules). Sun Valley paid its workers every single penny earned. Every single penny. From their full-pay earnings, the workers purchased a variety of food items from a co-workers – hot meals offered for less than the allowable daily meal rate set by the Department, and as many soft drinks as they wished. Sun Valley did not receive any proceeds or indirect benefit from those purchases. None. Yet, for these "violations," the Decision orders Sun Valley to pay $391,695. Nearly all of the remaining wages and penalties relates to a group of first-time workers who quit a week or two into the season, deciding that they were not suited for the work. Although this left Sun Valley in a terrible situation – losing the workers needed to harvest their spring asparagus crop – they provided the workers with free transportation home, something the H-2A regulations did not require them to do. For this act of kindness, the Decision demands a further $144,078.22 in wages and penalties.

The investigators from the Wage and Hour Division ("WHD") came to Sun Valley early in the 2015 season – Sun Valley's first season participating in the H-2A visa program. Sun Valley's owners asked the Investigator multiple times if there were any issues, and the Investigator repeatedly told him that everything seemed fine. Despite being aware of the meal and drink purchases and the early departure of a group of workers, the investigators chose to remain silent about these issues, not disclosing their belief that there were any violations until February 2016 and not sending out a Notice of Determination until June 2016, almost a year after the investigation

began. By waiting, the wages and penalties had a full season to grow, resulting in the massive amount claimed and upheld in the Decision.[2]

The amounts that the Department seeks to collect from Sun Valley would destroy this four-generation farming operation. The CMPs, alone, are among the highest ever imposed by the Department. This appeal consists of specific challenges to the factual and legal findings underpinning the Decision on these discrete claims of H-2A "violations"; violations that simply did not occur. The evidence adduced at trial and, more importantly, the existing case law concerning the H-2A program, in no way support this Decision, and Sun Valley respectfully asks this Court to overturn the Decision accordingly.

II. Standard of Review

In an appeal under 29 C.F.R. § 501.42, the Board sits in *de novo* consideration of the factual and legal conclusions contained in the Administrative Law Judge's decision issued pursuant to 29 C.F.R. § 501.41. *See also* Secretary of Labor Order No. 02-2012 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board), 77 Fed. Reg. 69,378 (Nov. 16, 2012). "Under the Administrative Procedure Act, the ARB, as the Secretary of Labor's designee, acts with 'all the powers [the Secretary] would have in making the initial decision … .' 5 U.S.C. § 557(b)." *Matter of Administrator v. Three D Farms, LLC*, ARB Case 2016-0092, at *9 (Feb. 12, 2019). "The Board will affirm the ALJ's factual findings if supported by substantial evidence but reviews all conclusions of law *de novo*." *Matter of Administrator v. Fernandez Farms, Inc.*, ARB Case 2016-0097, at *2 (Sept. 16, 2019).

[2] The Administrator continues to "make hay" from this investigation, through misleading press releases and smears in local newspapers against Sun Valley and the Marino family.

III. Meals and Drinks

The workers' purchases from a co-worker of meals and drinks are the single largest source of back wages and CMPs and the most unsupported (factually or legally) claim asserted by the Administrator, so that is the first claim that Sun Valley will address. The Decision includes the following findings-of-fact (citations to page numbers the Decision are as D._):

- Sun Valley employee, Agustin Hernandez, had used the kitchen facilities at Sun Valley's housing prior to the farm's participation in the H-2A program and throughout the 2015 season, including setting menus and employing kitchen staff (D.10);
- Sun Valley paid all utility bills for the kitchen (D.10);
- Mr. Hernandez was instructed to keep records of payments by workers and receipts for food purchases and that he could not make a profit from the meal sales (D.10);
- Mr. Hernandez charged less than the DOL-set meal rate in 2015 (D.10);
- Sun Valley did not receive any money from Mr. Hernandez from his sales of meals or drinks (D.10); and, critically,
- Workers paid Mr. Hernandez for meals and drinks[3]; and did not pay Sun Valley (D.11).

At no point did the ALJ find that Sun Valley received so much as a penny from the meal purchases from Mr. Hernandez. The straw-man argument that Sun Valley might have incurred additional costs if it had decided to expand its kitchen facilities is simply specious. The solution was to refer to the sale of meals in the job order, as Sun Valley did for subsequent H-2A job orders – which highlights that this is a question of disclosure, not of a substantive breach.

The ALJ uncritically adopted the Administrator's novel legal theory that an alleged failure of disclosure (the job orders stated that kitchen facilities would be provided rather than that meals would be provided and charged for) can only be remedied by requiring the employer to provide

---

[3] It is perhaps a minor point but speaks to the larger pattern of factual errors throughout the Decision that the ALJ concluded that workers paid Mr. Hernandez for "housing and transportation." D.11, citing Tr. 211, 233. Page 233 of the transcript deals with the availability of drinking water in the fields, and page 211 is Mr. Hernandez testifying that the workers did not pay Sun Valley for meals, drinks, housing, or transportation. There was no testimony about any worker paying anything for housing to anyone.

100% free meals. Setting aside that the Investigators sat on this theory for month after month while their damage calculations grew rather than raising the issue to anyone at Sun Valley during the Summer of 2015, this creates an outrageous result. The Decision refers to the workers being denied "their contractual right to the $11.29 per hour minimum wage promised on the job order." D.39. But the Decision does not continue with that reasoning by noting that workers, under the Department's H-2A regulations, would still need to use some of those earnings to purchase meals at the Department-set rates or purchase food to prepare their own meals. Nothing in the H-2A regulations requires meals to be provided free-of-charge over and above the AEWR (much less free soft drinks), but that is precisely what the Decision imposes here – to the tune of nearly $200,000 in "back wages."

The Decision referred to the workers' payments to Mr. Hernandez as "deductions" from pay, rather than payments by the workers from their earnings. D.8. Specifically, the ALJ found that "Hernandez would take workers' checks to the bank to cash them and then return the money to the workers, ***minus any money owed for meals and beverages***." D.8. But the citations offered by the ALJ in support of that conclusion (D.8 n.25) specifically contradict that conclusion:

- TR. 100 Gustavo Marquez Perez ("Q. So, I understand correctly, Agustin would case the checks? A. Yes. Q. What happened after that? A. Well, ***from there*** we would have to pay for the food and if we had any pending debts for the drinks, then we would have to pay that." (emphasis added));
- TR. 189 Agustin Hernandez ("A. They sign and they handed the checks to me and I go to the bank and cash them. Q. And then you take the cash back and return it to the workers? A. Yes.")[4];
- TR. 339 WHD Investigator Jose Perez ("Q. Did you learn when the workers made those payments in relation to receiving their pay? A. ***They would receive their pay, which would be cashed out, and they would <u>then</u> pay Agustin Hernandez for the meals, the drinks that they purchased, and also the beer.***" (emphasis added)).

[4] The ALJ credited and cited this testimony from Mr. Hernandez, but not his testimony a few pages later that the bank provided him <u>sealed</u> envelopes with each worker's name on it, which he handed to the workers, and that he never took money out of the workers' pay. Tr. 212.

There is no dispute that the workers paid Mr. Hernandez for the meals and drinks purchased, but there is a significant legal distinction between Mr. Hernandez deducting money before the wages were paid and the workers paying him money from their 100%-received earnings. The ALJ based her decision on the former; the facts clearly demonstrate the latter. No evidence is cited (and none exists) that Mr. Hernandez paid workers "minus" money he intercepted before paying them (D.8), nor that he "took money out of their pay" (D.39). The entire premise of the Decision as to any payments to Mr. Hernandez is fatally flawed and must be reversed.

Beyond the erroneous assessment of back wages to create free meals, the CMP assessment of $198,450 for the meal-disclosure issue is patently excessive. The back wages were not assessed based on the amounts paid being excessive (the ALJ rejected out of hand any arguments that the meal charges were less than the Department-allowed amounts) but on the underlying failure to disclose that there would be any meal charges whatsoever. D.35-40. But in assessing CMPs, the Administrator and the ALJ assessed a per-worker penalty rather than a single penalty for the same disclosure that was provided to each worker.[5] No penalties should be levied whatsoever, but the nearly $200,000 imposed here are legally invalid, even within the context of the ALJ's findings.

IV. Early Departures

The next largest source of the Administrator's demand for money from Sun Valley involves a group of 19 H-2A workers who walked off the job after only a few days of work at the beginning of the contract period. The workers had been harvesting asparagus and abandoned the worksite and chose to return home. The Decision claims that "the employee witnesses were consistent in

[5] *Cf.* D.48-49 ("The Administrator, therefore, reasonably assessed one $1,350 CMP for Respondent's twenty-four three-fourths guarantee violations.")

describing the heated events at the meeting" that followed their announcement that they were going to stop working. D.44. But the preceding paragraph of the Decision directly undercuts this factual conclusion. *Id.* One worker claimed that Russel Marino, Jr. "tried to hit him," but none of the other workers at that meeting testified to that – an event that would certainly have been memorable if it had actually happened. *Id.* The only consistency in the testimony is that the workers chose to stop working, there were raised voices on both sides, and there was a language barrier between the two sides of the discussion. The testimony was far from "consistent" that the workers were actually fired – the ALJ admits that it would have been "illogical" for Sun Valley to do that in the middle of their critical harvesting season. *Id.* The selection of quotes used in the Decision scrupulously avoids pages of testimony from the workers[6] in which they testify that they said at the meeting that: (1) the work was too difficult for them; (2) they did not have prior experience in agriculture, generally, or in harvesting asparagus, specifically; and (3) they wished to go home.

Acknowledging the weakness of this conclusion as to "actual discharge," the Decision offers some alternative theories regarding "constructive discharge" as well. D.44-46. The main problem with that is that the workers did not testify that they quit because of "housing conditions" or "meal charges." In fact, the housing had just been inspected before the season began and, clearly, had passed that inspection. The broken screens and missing trash can lid identified months later by the WHD Investigator were the result of workers having lived there for months – all of which, by definition, occurred after these 19 workers departed less than 2 weeks into the season. The argument that these conditions (whether off in the future or at the same time) were "so

[6] The workers testified from Mexico under the close supervision of an anti-employer group, CDM, which represented to the workers that it was acting as the U.S. Department of Labor. The workers gave contradictory and demonstrably false testimony as to the extent of their interactions with CDM, as did the WHD witnesses regarding any coordination between the group and DOL.

intolerable that a reasonable person would have felt compelled to resign" *Pennsylvania State Police v. Suders*, 542 U.S. 129, 147 (2004) (cited at D.44), falls apart because the vast majority of Sun Valley's H-2A workers were living under the exact same conditions and performing the exact same work and continued working there for the entire season. That may not be dispositive in every case, but it certainly diminishes the claim that any "reasonable person would have felt compelled" to take this action, and suggests instead, that these workers were "unhappy with the general nature of work assignments," something the Decision concedes is not constructive discharge.

This distinction matters because if the workers left by choice, that would terminate the employer's three-fourths guarantee to them under 20 C.F.R. § 655.122(n). Only if a worker is terminated (and terminated without cause) would the employer be responsible for additional months of pay for work never performed. The Decision puts it well – it would have been "illogical" for Sun Valley to terminate these workers at the peak of harvesting, costing the farm untold thousands of dollars in lost crops. Yet, the Decision concludes that that is what happened and orders Sun Valley to pay $142,728.22 for work never performed. D.54.

A small, but notable, part of the three-fourths guarantee claim relates to five individual workers who departed later in the season. The summer of 2015 was marked by excessive rain that caused an infection in Sun Valley's pepper plants – one of their primary crops. With no peppers to harvest, 44 workers were sent home before the end of the season but after they had been offered three-fourths of the hours set forth in the job order. The five workers in question, for whom the Administrator seeks back pay, had been sick or injured for some period of time – as addressed in testimony at the hearing but not acknowledged in the Decision – meaning that there were hours "offered" that were not hours "worked" under the contract. The Decision simply lumps these workers in with the 19 who quit in increasing the back wages claimed.

V. Remaining Allegations

The remainder of the claims against Sun Valley are a hodge-podge of theories and allegations that will be briefed more fully on appeal but merit a brief discussion here. These issues can be briefed more fully later, with most involving CMPs only and not back wages, except as discussed below.

A. Beer Sales

The Decision bases its claim for Sun Valley to pay workers $8,972.61 for the perceived profit by Mr. Hernandez with respect to the sale of beer. D.42. There is no finding or proof that Mr. Hernandez was acting in an agency capacity with regards to beer sales. The ALJ stated that "Respondent is unable to rebut the Administrator's calculations as unreasonable," without any mention of the arguments made as to why the Administrator's arguments were clearly unreasonable (Investigator admitted using incorrect basis for costs of beer – wrong brand, wrong store, wrong price; vague estimates for number of beers purchased; all of the workers would receive "back wages" despite testimony from workers who did not purchase any beer, etc.). *See, e.g.,* Cross-Examination of WHD Investigator Perez: "Q. What was Sun Valley's profit for the beer? A. They didn't – they weren't the ones selling the beer. Agustin Hernandez was selling the beer." Tr.638. If the Administrator believed that Mr. Hernandez improperly profited through his sale of beer, it should have brought that claim against him rather than dropping its claims against him pre-trial and claiming money from Sun Valley, instead. The finding of almost $9,000 for this "violation" should be reversed and dismissed.

B. Housing & Transportation

There are some CMP-only claims included in the Decision, with respect to the number of bathroom sinks with hot water, torn screens, and van drivers, that will be identified briefly here,

and discussed further in Respondent's brief on appeal later. The condition of the housing resulted from lack of care by the workers living there, but more importantly, could have been remedied immediately if the WHD Investigator had been interested in the workers' living conditions rather than in assessing CMPs and raised the issue to Sun Valley in a timely manner.

C. Departure Notices

Pursuant to 20 C.F.R. § 655.122(n), an employer is obligated to report to the Departments of Labor and Homeland Security when a worker terminates employment under an H-2A contract more than 30 days before the end date of need. After consulting with their filing agent, Sun Valley prepared forms for the workers to use to report those early departures in April 2015. Out of concern that the workers would face future repercussions from DHS or Consular Officers if they were reported as having quit the job for which they received a visa only days into the season, the workers were given the option to give some other reason on the form if they chose to. The ALJ and the Administrator construe this as some nefarious effort to have the workers "waive" their three-fourths guarantee. As shown above and throughout the proceedings before the ALJ, at no time did Sun Valley use those forms as proof to the Investigator or the ALJ for why the workers departed early. No attempt was made to secure a "waiver" of the three-fourths guarantee through those documents – there was no three-fourths guarantee at issue because the workers quit the job. In the grand scheme of a case imposing nearly $600,000 in liability, a single $1,350 CMP is fairly small, but this is a particularly preposterous claim.

VI. Conclusion

The ALJ's Decision adopted, nearly without any disagreement, the Administrator's claims in this case. Those claims attempt to bootstrap what was, at worst, a miscommunication regarding

meals[7] and a misunderstanding arising from a work stoppage. WHD Investigators appeared at the farm during the Summer of 2015 but did not disclose any concerns with operations until after the season was over. By then, the Administrator could assess nearly $600,000 in "back wages" and CMPs for the Investigator's conclusions. Jump ahead 4 years, and now the ALJ has signed off on the Administrator's theories, across the board, even though they ignore key evidence in the case and create new requirements within the H-2A program that the Department chose not to create when writing those regulations (free meals and free soda, for example). Based on the numerous factual and legal arguments set forth above and to be discussed in their brief on appeal, Sun Valley respectfully urges the Board to reverse the ALJ's Decision and rescind these penalties that will otherwise put this family farm out of business forever.

Dated: November 27, 2019

Respectfully submitted,

/s/ Christopher J. Schulte

Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W., Suite 800
Washington, D.C. 20004
(202) 465-3000 (ph)
(202) 347-3664 (fax)
cschulte@cj-lake.com

[7] There was significant testimony at trial (not referenced in the Decision) that workers had access to the kitchen, that several prepared their own meals there, and no worker asked to prepare their own meals and was refused that right. Sun Valley is expressly not waiving those arguments that the job order was accurate but, rather, addressing the errors in the Decision relating to meals purchased by the workers from Mr. Hernandez.

CERTIFICATE OF SERVICE

The foregoing Petition for Review was filed with the Administrative Review Board on November 27, 2019 via the Department of Labor's Electronic Filing and Service Request System, with a copy to Administrator's counsel, Jacob Heyman-Kantor and Jason Glick, via email.

_/s/ Christopher J. Schulte_____
Christopher J. Schulte

U.S. Department of Labor

Administrative Review Board
200 Constitution Avenue, N.W.
Washington, D.C. 20210

IN THE MATTER OF:

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,

COMPLAINANT,

v.

SUN VALLEY ORCHARDS, LLC,

RESPONDENT.

ARB CASE NO. 2020-0018

ALJ CASE NO. 2017-TAE-00003

DATE: DEC - 6 2019

NOTICE OF APPEAL AND ORDER ESTABLISHING BRIEFING SCHEDULE

On November 27, 2019, Respondent filed a petition for review of Administrative Law Judge Theresa Timlin's Decision and Order Affirming in Part and Modifying in Part the Administrator's Findings issued October 28, 2019. This notice constitutes acceptance of the petition for review by the Administrative Review Board (Board or ARB). The Board specifies the following issues for review:

> Whether the ALJ erred as to law and fact by (1) concluding that Respondent violated 20 C.F.R. § 655.122 by making false promises about kitchen access and failing to disclose meal charges, and (2) ordering payment of back wages and civil money penalties?
>
> Whether the ALJ erred as to law and fact by (1) concluding that Respondent violated 20 C.F.R. § 655.122(p) through the sale of items of food and drink at a profit or in violation of state law and (2) ordering payment of back wages and unlawful profit?
>
> Whether the ALJ erred as to law and fact by (1) concluding that Respondent violated 20 C.F.R. § 655.122(i)(1) by discharging 24 workers before they had worked at least three-fourths of the workdays

specified in the work contract and (2) ordering payment of back wages and civil money penalties?

Whether the ALJ erred as to law and fact by concluding that the imposition of civil money penalties for Respondent's attempt to obtain waivers from its employees of the three-fourths guarantee was reasonable?

Whether the ALJ erred as to law and fact by (1) concluding that Respondent violated 20 C.F.R. § 655.122(d)(1) by providing inadequate housing and (2) affirming the imposition of $3,150 in civil money penalties as reasonable?

Whether the ALJ erred as to law and fact by (1) concluding that Respondent violated 20 C.F.R. § 655.122(h)(4) through its use of substandard transportation and use of unlicensed drivers and (2) affirming the imposition of civil money penalties as reasonable?

The Board offers an Electronic File and Service Request (EFSR) system. The EFSR for electronic filing (eFile) permits the submission of forms and documents to the Board through the Internet instead of using postal mail and fax. The EFSR portal allows parties to file new appeals electronically, receive electronic service of Board issuances, file briefs and motions electronically, and check the status of existing appeals via a web-based interface accessible 24 hours every day. No paper copies need be filed.

PARTIES REPRESENTED BY COUNSEL MUST USE E-FILING ABSENT GOOD CAUSE SHOWN.

An e-Filer must register as a user by filing an online registration form. To register, the e-Filer must have a valid e-mail address. The Board must validate the e-Filer before electronically filing any document. After the Board has accepted an e-Filing, it is handled just as it would be had it been filed in a more traditional manner.

e-Filers will also have access to electronic service (eService), which is simply a way to receive documents, issued by the Board, through the Internet instead of mailing paper notices/documents. Information regarding registration for access to the EFSR system, as well as a step-by-step user guide and FAQs can be found at

https://dol-appeals.entellitrak.com. Please send any procedural questions or comments to Boards-EFSR-Help@dol.gov.

Mail or deliver paper copies (if e-Filing is not used) of pleadings, including briefs, appendices, motion, and other supporting documentation to the Administrative Review Board, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-5220, Washington, D.C., 20210.

This is the briefing schedule for this case:

OPENING BRIEF: Within twenty-eight (28) days of the issuance of this Order, the petitioner must file with the Board a supporting legal brief of points and authorities.

RESPONSE BRIEF: The opposing party must file any response in opposition to the supporting legal brief with the Board within twenty-eight (28) calendar days from the date of service of the petitioner's principal legal brief.

REPLY BRIEF: Within fourteen (14) calendar days of the service of a legal brief in opposition to the petitioner's opening brief, the petitioner may file a reply brief.

ALL BRIEFS: No further briefs may be filed without the permission of the Board. The filer must concurrently serve a copy of the any brief upon the opposing party and file a certification of such service with the Board. Service is effective upon mailing or hand delivery. Except as otherwise specified in this Order, the form of all briefs and other filings shall comply with Federal Rule of Appellate Procedure (FRAP) 32(a). The content of all briefs must comply to the extent practicable with FRAP 28.

OTHER FILINGS

No appendix may be filed without prior permission of the Board and compliance to the extent practicable with FRAP 30. In no case may an appendix be filed earlier than twenty-one (21) days after the response brief is served. The form of any appendix must be consistent with FRAP 32(b).

All motions and other requests for extraordinary action by the Board (including, but not limited to, requests for extensions of time or expansion of page limitations) shall be in the form of a motion appropriately captioned, titled, formatted and signed, consistent with FRAP 27(d).

OTHER MATTERS

All pleadings should include the ARB case number as it appears in this Order.

The Administrative Review Board encourages the parties to consider the alternative dispute resolution (ADR) program administered by the Office of Administrative Law Judges (OALJ). The OALJ offers two types of court-sponsored alternative dispute resolution: settlement judges and mediation services. If all parties agree to use the OALJ ADR program, they should jointly notify the Board of their intention, and the Chair of the Board will refer the matter to the Chief Administrative Law Judge for the limited purpose of appointing a mediator or settlement judge (other than a judge previously involved in the case). Unless the Chief Administrative Law Judge directs otherwise, settlement discussions must be completed within 56 days of the date of referral or the case will be automatically returned to the Board for the issuance of a new briefing schedule on the original grant of the petition for review. If the matter is settled, any agreement or consent findings will be reviewed and approved by the Board.

~ SIGNATURE ON FOLLOWING PAGE ~

FOR THE ADMINISTRATIVE REVIEW BOARD:



William T. Barto
Chief Administrative Appeals Judge

NOTE: Questions regarding any case pending before the Board should be directed to the Board's Paralegal Specialists by telephone at (202) 693-6200 or by facsimile at (202) 693-6220

ADMINISTRATIVE EVIEW BOARD
Certificate of Service

ARB CASE NAME: ***Administrator, Wage and Hour Division v. Sun Valley Orchards, LLC***

ARB CASE NO. : **2020-0018**

ALJ CASE NO. : **2017-TAE-00003**

DOCUMENT : **ORDER**

A copy of the above referenced document was sent to the following persons on

DEC - 6 2019.

CERTIFIED MAIL:

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr
29 Vestry Road
Salem, NJ 08085

Christopher J. Schulte, Esq.
CJ Lakes, LLC
525 Ninth Street, N.W.
Suite 800
Washington, D.C. 20004

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
Mullica Hill, NJ 08062

REGULAR MAIL

Administrator
Wage and Hour Division
U.S. Department of Labor
Room S-3502, FPB
200 Constitution Avenue, NW
Washington, D.C. 20210

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

Regional Administrator
U.S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
Philadelphia, PA 19106

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
New York, NY 10014

Jason E. Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
New York, NY 10014

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
Lawrenceville, NJ 08648

Hon. Theresa C. Timlin
Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Hon. Stephen R. Henley
Chief Administrative Law Judge
Office of Administrative Law Judges
800 K Street, N.W., Suite 400
Washington, DC 20001-8002

E-Filed
DEC 11 2019
Received

UNITED STATES DEPARTMENT OF LABOR
ADMINISTRATIVE REVIEW BOARD

In the Matter of:	**ARB Case No.: ARB-2020-2018 (TAE)**
SUN VALLEY ORCHARDS, LLC	**ALJ Case No.: 2017-TAE-00003**
Respondent	**Review of ALJ's Final Decision**

RESPONDENT'S CONSENT MOTION TO EXTEND BRIEFING SCHEDULING

Respondent-Appellant, Sun Valley Orchards, LLC, respectfully moves to extend the briefing schedule set forth in the Board's December 6, 2019 Order. Under that Order, Respondent's opening brief would be due 28 days from the date of the Order, or January 3, 2020, immediately after the holidays. The Administrator's Response Brief would be due 28 days after service of the opening brief, and the Reply Brief 14 days after that. Respondent has conferred with Counsel for the Solicitor, and the Solicitor consents to Respondent's request to extend the filing deadline for the Opening brief by 28 days, to Friday, January 31, 2020, with the remaining briefs following the same 28-day and 14-day periods following service of that brief.

Respondent respectfully asks the Board to approve this schedule.

Dated: December 11, 2019

Respectfully submitted,

/s/ Christopher J. Schulte
Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W., Suite 800
Washington, D.C. 20004

(202) 465-3000 (ph)
(202) 347-3664 (fax)
cschulte@cj-lake.com

Counsel for Respondent

CERTIFICATE OF SERVICE

The foregoing Consent Motion to Extend Briefing Schedule was filed with the Administrative Review Board on December 11, 2019 via the Department of Labor's Electronic Filing and Service Request System, with a copy to Administrator's Counsel for the appeal, Paul Frieden, via email.

/s/ Christopher J. Schulte
Christopher J. Schulte

U.S. Department of Labor

Administrative Review Board
200 Constitution Avenue, N.W.
Washington, D.C. 20210

IN THE MATTER OF:

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,

COMPLAINANT,

v.

SUN VALLEY ORCHARDS, LLC,

RESPONDENT.

ARB CASE NO. 2020-0018

ALJ CASE NO. 2017-TAE-00003

DATE: DEC 19 2019

ORDER GRANTING MOTION FOR EXTENSION OF TIME TO FILE OPENING BRIEF

The Administrative Review Board has received Respondent's document styled "Consent Motion to Extend Briefing Scheduling." In support of the motion, Respondent requests to extend the time to file its opening brief to January 31, 2020. Absent objection, Respondent's motion is hereby **GRANTED**. Respondent must file its opening brief no later than January 31, 2020. The Board will grant no further extensions of time to Respondent. In all other respects, the Order Establishing Briefing Schedule issued December 6, 2019, remains in effect.

FOR THE ADMINISTRATIVE REVIEW BOARD:

William T. Barto
Chief Administrative Appeals Judge

NOTE: Questions regarding any case pending before the Board should be directed to the Board's staff by telephone at (202) 693-6200 or by facsimile at (202) 693-6220.

ADMINISTRATIVE EVIEW BOARD
Certificate of Service

ARB CASE NAME: ***Administrator, Wage and Hour Division v. Sun Valley Orchards, LLC***

ARB CASE NO. : **2020-0018**

ALJ CASE NO. : **2017-TAE-00003**

DOCUMENT : **ORDER**

A copy of the above referenced document was sent to the following persons on

DEC 19 2019.

Jeanella Walker

CERTIFIED MAIL:

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr
29 Vestry Road
Salem, NJ 08085

Christopher J. Schulte, Esq.
CJ Lakes, LLC
525 Ninth Street, N.W.
Suite 800
Washington, D.C. 20004

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
Mullica Hill, NJ 08062

REGULAR MAIL

Administrator
Wage and Hour Division
U.S. Department of Labor
Room S-3502, FPB
200 Constitution Avenue, NW
Washington, D.C. 20210

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

Regional Administrator
U.S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
Philadelphia, PA 19106

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
New York, NY 10014

Jason E. Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
New York, NY 10014

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
Lawrenceville, NJ 08648

Hon. Theresa C. Timlin
Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Hon. Stephen R. Henley
Chief Administrative Law Judge
Office of Administrative Law Judges
800 K Street, N.W., Suite 400
Washington, DC 20001-8002

UNITED STATES DEPARTMENT OF LABOR
ADMINISTRATIVE REVIEW BOARD

E-Filed
JAN 31 2020
Received

In the Matter of:	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPT. OF LABOR, Complainant,	**ARB Case No.: 2020-0018**
	ALJ Case No.: 2017-TAE-00003
v.	**Review of ALJ's Final Decision**
SUN VALLEY ORCHARDS, LLC Respondent	

SUN VALLEY ORCHARDS, LLC'S
SUPPORTING BRIEF OF POINTS AND AUTHORITIES
IN SUPPORT OF REVERSAL OF A DECISION AND ORDER
AFFIRMING IN PART AND MODIFYING IN PART THE
ADMINISTRATOR'S FINDINGS

Christopher J. Schulte, Esq.
CJ LAKE, LLC
525 Ninth St., NW, Suite 800
Washington, DC 20004
Phone: (202) 465-3000
Fax: (202) 347-3664
cschulte@cj-lake.com

Attorney for
Sun Valley Orchards, LLC

Dated: January 31, 2020

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

I. Introduction 1

II. Standard of Review 3

III. Meals and Drinks 4

IV. Early Departures 6

V. Remaining Allegations 9

A. Beer Sales 9

B. Housing & Transportation 9

C. Departure Notices 10

VI. Conclusion 10

TABLE OF AUTHORITIES

CASES

Matter of Administrator v. Fernandez Farms, Inc., ARB Case 2016-0097 (Sept. 16, 2019)..... 3

Matter of Administrator v. Three D Farms, LLC, ARB Case 2016-0092 (Feb. 12, 2019)..... 3

Pennsylvania State Police v. Suders, 542 U.S. 129 (2004) 8

REGULATIONS

20 C.F.R. § 655.122(n) 8, 10

29 C.F.R. § 501.41 3

29 C.F.R. § 501.42 ..... 1, 3

29 C.F.R. § 501.43 3

OTHER AUTHORITY

Secretary of Labor Order No. 02-2012, 77 Fed. Reg. 69,378 (Nov. 16, 2012) 3

I. Introduction

The decision on appeal represents a radical expansion of the existing H-2A requirements for employers; creating new law that requires employers to provide free hot meals, all the soft drinks an employee can drink for free, cold beer for wholesale prices, and pay for months of work after employees quit a job because it was more difficult than they expected. This workers' paradise sounds like a fantasy, but it is precisely what the Department is creating here. A family farm that did not gain one single penny from the alleged violations is being forced to pay more than half a million dollars to fund that fantasy. They come before this Court seeking review, to put right what has been made wrong, and to return to the H-2A regulations as they were actually written.

Petitioner, Sun Valley Orchards, LLC ("Sun Valley"), respectfully petitions the Administrative Review Board ("ARB"), having accepted this matter for review pursuant to 29 C.F.R. § 501.42(b), to issue a decision pursuant to 29 C.F.R. § 501.45, reversing a Decision and Order Affirming in Part and Modifying in Part the Administrator's Findings following a July 2017 hearing (the "Decision"), issued by Administrative Law Judge Theresa C. Timlin (the "ALJ") on October 28, 2019. The ALJ's Decision almost imperceptibly reduced the Administrator's demand for back wages and civil money penalties ("CMPs"), but essentially rubber-stamped the request in its entirety, ordering Sun Valley to pay $344,945.83 in back wages and $211,800 in CMPs.[1] The Administrator and the ALJ, based on the amounts assessed, would have you believe that this case involves some egregious worker abuse or safety concern. It involves nothing of the sort. This is unprecedented agency overreach, and Sun Valley respectfully urges this Court to overturn this injustice and restore order and fundamental fairness.

[1] The combined total of $556,745.83 is 98.7% of the requested $564,026.

Ultimately, the exorbitant wages and fines assessed are nothing more than a series of misunderstandings between first-time H-2A workers and a first-time H-2A employer, with opportunistic auditors maximizing penalties by sitting on their findings and applying novel legal theories. Ultimately, nearly all of those wages and penalties consist of free hot meals (not required by the H-2A rules); all-you-can-drink free soft drinks (not required by the H-2A rules); and pay for months of work never performed by workers who had quit because the work was more challenging than they had expected (obviously, not required by the H-2A rules). Sun Valley paid its workers every single penny earned. Every single penny. From their full-pay earnings, the workers purchased a variety of food items from a co-worker – hot meals offered for less than the allowable daily meal rate set by the Department, and as many soft drinks (sodas, sports drinks, and energy drinks) as they wished. Sun Valley did not receive any proceeds or indirect benefit from those purchases. None. Yet, for these alleged "violations" of the H-2A regulations, the Decision orders Sun Valley to pay $391,695.

Worse, the Wage and Hour Division ("WHD") investigators were fully aware of the workers' meal and drink purchase arrangements with their co-worker when they visited the farm in July 2015. That year was Sun Valley's first time ever participating in the H-2A program. The Marino family, which is entering its fourth generation of owning and operating this farm, worked with the investigators and repeatedly asked them if there were any issues with complying with the H-2A regulations. Time after time, the investigator replied that everything seemed fine. As the months rolled on, from July to August to September to October, workers continued to purchase meals and drinks every day, but the investigators kept their vow of silence. With each passing day, the claim for back wages and civil money penalties grew and grew. The investigators did not break their silence until February 2016, many months after the season was already over, such that

what should have been a simple issue to fix had become a six-figure claim against the farm. The determination notice finally arrived in June 2016, almost a year after the investigation began. By waiting patiently and silently, the investigators ensured that the wages and penalties had a full season to grow, resulting in the massive amount claimed and upheld in the Decision.[2]

Nearly all of the remaining wages and penalties relates to a group of first-time workers who quit a week or two into the season, deciding that they were not suited for the work. Although this left Sun Valley in a terrible situation – losing the workers needed to harvest their spring asparagus crop – they provided the workers with free transportation home, something the H-2A regulations specifically did not require them to do. For this act of kindness, the Decision demands a further $144,078.22 in wages and penalties.

The amounts that the Department seeks to collect from Sun Valley would destroy this four-generation farming operation. The CMPs, alone, are some of the highest ever imposed by the Department. This appeal consists of specific challenges to the factual and legal findings underpinning the Decision on these discrete claims of H-2A "violations"; violations that simply did not occur. The evidence adduced at trial and, more importantly, the existing case law concerning the H-2A program, in no way support this Decision, and Sun Valley respectfully asks this Court to overturn the Decision accordingly.

II. Standard of Review

In an appeal under 29 C.F.R. § 501.42, the Board sits in *de novo* consideration of the factual and legal conclusions contained in the Administrative Law Judge's decision issued pursuant to 29 C.F.R. § 501.41. *See also* Secretary of Labor Order No. 02-2012 (Delegation of Authority and

[2] The Administrator continues to "make hay" from this investigation, through misleading press releases and smears in local newspapers against Sun Valley and the Marino family.

Assignment of Responsibility to the Administrative Review Board), 77 Fed. Reg. 69,378 (Nov. 16, 2012). "Under the Administrative Procedure Act, the ARB, as the Secretary of Labor's designee, acts with 'all the powers [the Secretary] would have in making the initial decision ... .' 5 U.S.C. § 557(b)." *Matter of Administrator v. Three D Farms, LLC*, ARB Case 2016-0092, at *9 (Feb. 12, 2019). "The Board will affirm the ALJ's factual findings if supported by substantial evidence but reviews all conclusions of law *de novo*." *Matter of Administrator v. Fernandez Farms, Inc.*, ARB Case 2016-0097, at *2 (Sept. 16, 2019).

III. Meals and Drinks

The workers' purchases from a co-worker of meals and drinks are the single largest source of back wages and CMPs and the most unsupported (factually or legally) claim asserted by the Administrator, so that is the first claim that Sun Valley will address. The Decision includes the following findings-of-fact (citations to page numbers the Decision are as D._):

- Sun Valley employee, Agustin Hernandez, had used the kitchen facilities at Sun Valley's housing prior to the farm's participation in the H-2A program and throughout the 2015 season, including setting menus and personally employing kitchen staff (D.10);
- Sun Valley paid all of the utility bills for the kitchen (D.10);
- Mr. Hernandez was instructed to keep records of payments by workers and receipts for food purchases and, specifically, that he could not make a profit from the meal sales (D.10);
- Mr. Hernandez charged less than the DOL-set meal rate in 2015 (D.10);
- Sun Valley did not receive any money from Mr. Hernandez from his sales of meals or drinks (D.10); and, critically,
- Workers paid Mr. Hernandez for meals and drinks[3]; and did not pay Sun Valley (D.11).

[3] It is perhaps a minor point but speaks to the larger pattern of factual errors throughout the Decision that the ALJ concluded that workers paid Mr. Hernandez for "housing and transportation." D.11, citing Tr. 211, 233. Page 233 of the transcript deals with the availability of drinking water in the fields, and page 211 is Mr. Hernandez testifying that the workers did not pay Sun Valley for meals, drinks, housing, or transportation. There was no testimony about any worker paying anything for housing to anyone, much less Mr. Hernandez or Sun Valley.

At no point did the ALJ find that Sun Valley received so much as a penny from the meal purchases from Mr. Hernandez. The straw-man argument that Sun Valley might have incurred additional costs if it had decided to expand its kitchen facilities is entirely specious. The solution was to refer to the sale of meals in the job order, as Sun Valley did for subsequent H-2A job orders – which highlights that this is a question of disclosure, not of a substantive breach. The H-2A rules do not require farms to provide free prepared meals or even free food to prepare meals to H-2A workers,[4] any more than any employer would need to do so for their employees.

A. The Disclosure Allegation Does Not Support the Wages/CMPs Assessed

The ALJ uncritically adopted the Administrator's novel legal theory that an alleged failure of disclosure – checking the box for "kitchen will be available" rather than "meals will be provided" – can only be remedied by requiring the employer to provide 100% free meals. Setting aside that the Investigators sat on this theory for month after month while their damage calculations grew rather than raising the issue to anyone at Sun Valley during the Summer of 2015, this creates an outrageous result. The Decision refers to the workers being denied "their contractual right to the $11.29 per hour minimum wage promised on the job order." D.39. But the Decision does not continue with that reasoning by noting that workers, under the Department's H-2A regulations, would still need to use some of those earnings to purchase meals at the Department-set rates or purchase food to prepare their own meals. *See* 20 C.F.R. § 655.122(g) ("*Meals.* The employer either must provide each worker with three meals a day or must furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer must state the charge, if any, to the

[4] The rules for "range livestock" workers (*i.e.,* open-range sheepherders) have such a requirement (20 C.F.R. § 655.210(e)(1)) but no other H-2A employers are required to do so.

worker for such meals. The amount of meal charges is governed by §655.173."). Nothing in the H-2A regulations requires meals to be provided free-of-charge over and above the AEWR (much less free soft drinks), but that is precisely what the Decision imposes here – to the tune of nearly $200,000 in "back wages" alone.

The Decision referred to the workers' payments to Mr. Hernandez as "deductions" from pay, rather than payments by the workers from their earnings. D.8. Specifically, the ALJ found that "Hernandez would take workers' checks to the bank to cash them and then return the money to the workers, ***minus any money owed for meals and beverages***." D.8. But the citations offered by the ALJ in support of that conclusion (D.8 n.25) specifically contradict that conclusion[5]:

- TR. 100 Gustavo Marquez Perez ("Q. So, I understand correctly, Agustin would case the checks? A. Yes. Q. What happened after that? A. Well, ***from there*** we would have to pay for the food and if we had any pending debts for the drinks, then we would have to pay that." (emphasis added));
- TR. 189 Agustin Hernandez ("A. They sign and they handed the checks to me and I go to the bank and cash them. Q. And then you take the cash back and return it to the workers? A. Yes.")[6];
- TR. 339 WHD Investigator Jose Perez ("Q. Did you learn when the workers made those payments in relation to receiving their pay? A. ***They would receive their pay, which would be cashed out, and they would <u>then</u> pay Agustin Hernandez for the meals, the drinks that they purchased, and also the beer.***" (emphasis added)).

---

[5] Transcript citations appear as "TR" followed by the page number of the continuously-paginated four-volume trial transcript and line number(s). To the extent that there are any variations between the Word and PDF editions, all citations herein are to the PDF copy of the transcripts. Trial exhibits admitted into the record are designated Joint Exhibit, Administrator's Exhibit, or Respondent's Exhibit, accordingly.

[6] The ALJ credited and cited this testimony from Mr. Hernandez, a witness for the Administrator, but not his testimony a few pages later that the bank provided him <u>sealed</u> envelopes with each worker's name on it, which he handed to the workers, and that he never took money out of the workers' pay. Tr. 212. While the trier-of-fact has the benefit of seeing and hearing witnesses and making credibility determinations, obviously limited deference is owed to such blatantly inconsistent findings as to credibility.

There is no dispute that the workers paid Mr. Hernandez for the meals and drinks purchased, but there is a significant legal distinction between Mr. Hernandez deducting money before the wages were paid and the workers paying him money from their 100%-received earnings. The ALJ based her decision on the former; the facts clearly demonstrate the latter. No evidence is cited (and none exists) that Mr. Hernandez paid workers "minus" money he intercepted before paying them (D.8), nor that he "took money out of their pay" (D.39). The entire premise of the Decision as to any payments to Mr. Hernandez is fatally flawed and must be reversed.

Purchases by these workers, just like purchases by members of the Court, by counsel, or by any other employee in the U.S., from their take-home pay and at their personal discretion, for items non-work-related items, are not "deductions." They are simply the "cost of living" that each of us bears. DOL certainly could have chosen to require employers to provide free meals to H-2A workers as a program-wide rule. It did so for range herders in 20 C.F.R. § 655.210(e)(1). It already requires that housing be free-of-charge under 20 C.F.R. § 655.122(d)(1). Employers in the H-2B program are not required to provide meals, cooking facilities, or free housing, reflecting the Department's policy decisions there. But, although it could have done so, the Department of Labor has repeatedly decided not to require free food for non-herder H-2A workers. Until now. This ALJ decision requires exactly what the Secretary of Labor has repeatedly declined to do, whether in the 1987, the 2008, or the 2010 final H-2A rules or in the current proposed rule set to be finalized this spring. Sun Valley is the only employer under such a requirement in the entire H-2A program.

Beyond the erroneous assessment of back wages to create free meals, the CMP assessment of $198,450 for the meal-disclosure issue is patently excessive. The back wages were not assessed based on the amounts paid exceeding the Department-approved meal rate but on the underlying failure to disclose that there would be any meal charges whatsoever. D.35-40. But in assessing

CMPs, the Administrator and the ALJ assessed a per-worker penalty rather than a single penalty for the same disclosure that was provided to each worker.[7] The "violation" alleged was the failure to disclose accurately how meals would be made available, not that the workers were not paid properly and fully. No penalties should be levied whatsoever, but the nearly $200,000 imposed here are legally invalid, even within the context of the ALJ's findings.

B. The Evidence Does Not Support the Finding of Any Violation

The meal-related allegations are not supported by the evidence at trial, much less by the citations offered in the Decision. As a matter of *de novo* review of the record, it is clear that Sun Valley indisputably maintained a kitchen at the housing facility used by its farmworkers. While the testimony at trial was inconsistent as to how many workers could use the kitchen at any one time or the feasibility of cooking in "shifts" at meal times, several of the former employees testified that they had never asked to use the kitchen, much less asked and been denied permission. TR 50:24-51:15 (never asked to use refrigerator or kitchen, never tried to purchase food at store that sold it). Others testified that workers were allowed to and actually did use the kitchen to store and prepare food. TR 176:17-20. Mr. Hernandez testified that some workers opted out of the meal plan, without consequence to them from the farm, and that workers did not ask him to use the refrigerators or stove, but if they had, "we could make arrangement[s]" to prepare food in shifts or via some other accommodation, had they asked. TR 213:19-214:18. At the very least, there is a factual question as to whether some or all of the workers could have prepared their own meals in Sun Valley's kitchen.

---

[7] *Cf.* D.48-49 ("The Administrator, therefore, reasonably assessed one $1,350 CMP for Respondent's twenty-four three-fourths guarantee violations.")

C. Payments to Mr. Hernandez Were Not Sun Valley "Deductions"

None of the workers testified that they paid money to Sun Valley for meals; each testified unequivocally that they purchased their meals from Agustin Hernandez. Under questioning from the Court, Mr. Hernandez explained that he bore weekly losses in the early part of the season, only recouping those amounts later in the year, but never making a profit on the kitchen operation. TR 234:19-235:7. Just before leaving the witness stand, Mr. Hernandez reiterated for the Court that he had been involved with meals for years without complaint, and did so without making a profit. TR 256:24-257-5. He testified that he used the money that he personally collected from the workers (not by way of any "deduction" from wages, but paid for in-hand by workers to him directly from their paid-in-full wages) to purchase food, pay the kitchen staff, and to buy additional appliances for the kitchen as needed or as requested by the workers (microwave, blender, etc.). Sun Valley took no action against any employees who opted out of the meal plan (they would not have any reason to even know that this had happened or not), and the farm made no more or less in profit based on what the workers did or did not pay Mr. Hernandez. The entire kitchen operation was handled by Mr. Hernandez at his own financial risk and independently from Sun Valley's farming operations.

The Administrator and the ALJ devoted significant time and ink to the idea that Sun Valley's employee, Mr. Hernandez, was acting as the farm's "agent" making his receipt of meal charges from workers somehow attributable to Sun Valley, itself. Since the theory of recovery in this case is breach of contract, this "agency" argument makes no sense. *See, e.g., Young v. Bethlehem Area Vo-Tech Sch.*, 2007 U.S. Dist. LEXIS 13531, *39 (E.D. Pa. Feb. 28, 2007) (dismissing breach of contract claim resting on *respondeat superior* theory, as "it would make no sense to involve the doctrine of *respondeat superior* (which establishes vicarious liability for

negligence) in a claim for breach of contract."). There is no argument that Mr. Hernandez either directly or "jointly" employed any of the workers, nor was he named on the H-2A application filed with the Department of Labor. Nor was there proof that he charged more than his costs for anything other than beer; and there was no testimony at all that his beer sales were "within the scope of his employment" or even known about by Sun Valley.

D. Role of Disclosure

The H-2A disclosure requirements serve two purposes: (1) to inform potential applicants for the position (whether U.S. workers or foreign visa workers) of the terms and conditions of employment, so that they can decide whether or not to take the job; and (2) to permit the State Workforce Agency and the DOL Certifying Officer to determine whether the terms and conditions of the job might "adversely affect" and "similarly employed" U.S. workers. 8 U.S.C. § 1188(a)(1). Since there is no dispute that the amounts paid were consistently below the DOL-approved rate for meals published annually, then there can be no argument that any alleged failure to disclose that rate would have changed the Certifying Officer's position on approving Sun Valley's 2015 application.

The only case cited by the Administrator or the ALJ for imposing these penalties was *Matter of Global Horizons*, 2010-TAE-0002 (Dec. 17, 2010) (Order on Partial Summary Decision). In that case, Judge Berlin imposed back wages and CMPs for failure to disclose accurately meal charges for H-2A workers, discussing the purpose of such disclosures in the following way:

> The purpose of the disclosure is to allow the regulating federal agencies to assure that foreign workers are not being brought into the country to do work at wages below the prevailing wage that would be paid to U.S. citizens and others living in this country with the right to work here. *See generally* 20 C.F.R. § 655.103(a) (ensure that U.S. workers are not adversely effected); *see also*, 20 C.F.R.

§655.122(a) (preferential treatment of aliens prohibited). ***If workers agree to meal prices that afford a profit to the employer, the effect is the same as if the employer paid below-market wages.***

Id. at 8 (emphasis added). Judge Berlin granted summary judgment to the employer on that issue, finding that, despite the employer's erroneous disclosure statement that cooking facilities would be provided rather than prepared meals paid for, "there is no indication that the Company in fact exploited the workers (or gained an advantage by hiring them rather than U.S. workers) by overcharging for meals." *Id.* at 9 (adding that "[m]ost important" is the lack of proof that the employer profited from the preparation and sale of the food).

As discussed above, Sun Valley paid the full amount of the workers' pay checks and received nothing back for meals. The payments by the workers choosing to purchase meals made to Mr. Hernandez: (1) were made to Mr. Hernandez and never to Sun Valley; (2) were below the DOL-approved daily meal rate; and (3) never resulted in a profit even to Mr. Hernandez, much less to Sun Valley. Thus, the pivotal concern for Judge Berlin – that an employer could "cheat" on paying the adverse effect wage rate by procuring profit from the workers to offset those wages – is entirely absent here. The meal purchases from Mr. Hernandez no more reduced Sun Valley's labor costs than having the workers purchase and prepare their own food; neither had any effect whatsoever on Sun Valley's wage costs or resulted in workers receiving "wages below the prevailing wage." In the only other case in which this issue has ever been litigated, the key factor supporting the imposition of this remedy is missing in the present case.[8]

---

[8] At trial, the Administrator argued, and the ALJ eagerly adopted, the position that Sun Valley "profited" by not undertaking costly renovations to increase the size of the kitchen so that all of the workers could prepare their own food simultaneously. First, the H-2A rules do not require such simultaneous preparation, only that one option for meeting the Section 655.122(g) requirement is access to a kitchen. Second, the *Global Horizons* ruling did not involve potential savings for the employer by not undertaking additional expenses; the workers there literally paid

Although Counsel for the Solicitor argued that "many workers" did not want the meal plan (TR 11:18-19), the Administrator never bothered to establish this contention through worker testimony, nor through any other evidence. In fact, several of the farmworker witnesses specifically testified that: (1) they would have come to New Jersey to work for Sun Valley if the job order had described the meal charge; and (2) they did not object to the prepared meals. *See, e.g.,* TR 62:10-12 ("If you had known about the meal charge, would you still have come to work at Sun Valley? Yes.").[9] Even if the Administrator had endeavored to show that ***some*** of the workers in 2015 ***might*** have made a different choice, had they known that meals would be prepared for them, they certainly did not show that ***all*** of the workers would have done so. Yet, the back wage and CMP claims are for every single worker there, without exception.

The only departure from the workers' expectations is the Administrator's Determination and the ALJ's decision to uphold that determination. No worker coming to the U.S. for an H-2A position would expect to have all of their meals prepared for them, entirely free of charge. That is not how the H-2A program works. But that windfall, totaling roughly $200,000, is precisely what the Administrator and the ALJ have provided to the H-2A workers who were employed by Sun Valley in 2015. Since Sun Valley's U.S. workers not living at the farm had to buy their own groceries or purchase prepared meals at restaurants, the bizarre effect of the ALJ's Decision is to

---

more for the food provided to them than it cost the employer to purchase/prepare it. The theory of this imaginary "super kitchen" shows how far the Administrator and the ALJ had to go to shoehorn this case into the *Global Horizons* holding – the alternative scenario here was not building a massive kitchen but simply correcting the mistake as to the disclosure. No argument was ever made that Sun Valley would not have been certified had they simply stated that meals would be provided, at a DOL-approved maximum cost.

[9] This witness, Mr. Maldonado, further testified under questioning from Counsel for the Administrator that he did not remember whether his 2014 H-2A contract to pick apples in Michigan had said anything about kitchen access vs. prepared meals – "No, it doesn't specify." TR 73:25-74:2. He was one of very few workers in 2015 who had ever worked in H-2A before.

create "preferential treatment" in favor of the H-2A workers over the U.S. workers; precisely what the INA and the H-2A regulations most seek to avoid. *See, e.g.,* 20 C.F.R. § 655.122(a).

Clearly, some disclosures would change the analysis for the CO and/or for potential workers. *See, e.g., Matter of Kevin Opp and Employment USA*, 2014-TAE-00003 (Sept. 1, 2015) (characterizing H-2A work as crop agriculture rather than milking activity in a dairy fundamentally changed analysis of position, thus supporting debarment). But the ALJ's decision to uphold the back wages and penalties related to the kitchen vs. prepared-meal disclosure is not supported by this principle. Instead, the purpose of the disclosure was ignored by the Administrator and the ALJ and the only analysis was whether the statement in the job order accurately matched how the meals were made available, with any disparity elevated from a disclosure requirement to a substantive requirement. The back wages and penalties here would be exactly the same if Sun Valley had proposed to provide prepared meals to the workers, with no kitchen available whatsoever, and then deducted the price of the meals directly from the paychecks and never provided any food whatsoever. That patently outrageous act would have been a clear violation of Section 655.122(g), but the calculation of damages would have been exactly the same as what the Administrator and ALJ imposed here – ordering the employer to pay the entire amount paid by the workers for the meals and imposing a full CMP for each worker. It absolutely defies logic that the same punishment should apply here on a minor technical disclosure issue as in that utterly outrageous scenario. The ALJ's assessment of back wages and CMPs for meal charges should be overturned.

E. Estoppel/Laches/Mitigation

The Wage and Hour Investigators were immediately aware in July 2015 of the meal charges and the disconnect between them and the terms of the job order, based on their interviews

with the H-2A workers, Mr. Hernandez, and Mr. Hernandez' wife who operated the kitchen. They were asked repeatedly by Sun Valley's owners if there were any concerns, and repeatedly answered that everything looked fine. They made additional visits in August and September 2015, at which time nothing had changed about the kitchen/meals arrangement. The first time the Investigators raised any concerns about the meal charges was in February 2016 at the "final conference" on the investigation. Fundamental fairness should require more of Wage and Hour Investigators.

Courts have at least entertained the idea that WHD inaction might give rise to an estoppel argument in subsequent enforcement actions, although the facts of that case did not ultimately support the argument. *See Adminstrator v. John Peroulis & Sons Sheep, Inc.*, 2012-TAE-0004 (October 23, 2013) (Decision and Order) at 33. In that case, the employer was fully aware of the issues giving rise to the eventual determination of violation by the Division, the issue was whether WHD had acquiesced to such known violations. *Id.* Here, by contrast, the Investigator failed to speak up to advise the employer of his findings in a timely manner. Clearly, H-2A employers are responsible for ensuring their own compliance with the countless applicable regulations, but if nothing else, the prolonged delay in raising this issue should call into question the Administrator's later claim as to the urgency and seriousness of the alleged violation.

IV. Soft Drinks

The Decision orders Sun Valley to pay roughly $70,000 in "back wages" to provide free soft drinks. There is no plausible argument that the H-2A rules requires such an outcome. The consistent testimony at trial was that water was available at meals and at all times in the fields during work, with the Court engaging in extensive questioning of the Administrator's witness, Mr. Hernandez on the subject – when it was available, was it filtered, that no one ever complained to

him about it, how he kept the water cool with ice and coolers, how he would refill the containers throughout the day, etc. TR 236:8-237:11. One after another, workers testified that there was, in fact, drinking water available to them in the fields. *See, e.g.,* TR 265:4-5. Some testified that they preferred the taste of bottled or canned beverages over the water, but there was no testimony nor any other evidence that there was anything wrong with the water. In fact, the water was tested prior to the 2015 season (as it is prior to every season) and found to meet all applicable standards for potability. TR 717:21-718:4; 718:20-25.

Mr. Hernandez' decision to sell drinks that he purchased was purely between himself and the workers. No money transferred from workers to Sun Valley. None. Counsel for the Administrator made deliberate and repeated reference to a "company store" in a ham-handed attempt to be inflammatory, but their own Investigator clearly testified that drinks were purchased from Mr. Hernandez and not from Sun Valley. TR 561:20-21; *see also* TR 162:4-6 (questioning from the Court about "Whose store was it?" and "Who had the store, who owned the store?" "Mr. Agustin.").

Water was available – free, cold, and government approved – the workers understood that they were purchasing drinks from "Mr. Agustin" and not from Sun Valley, no action was taken against workers by Sun Valley for drinking more, less, or no soft drinks, and nothing about Mr. Hernandez's drink sales had any impact on Sun Valley's bottom-line, either profit or loss. The workers were entirely free to purchase some drinks or no drinks at all. Furthermore, it would set a dangerous precedent to require an employer to provide unlimited free energy drinks to its workers. Obviously, the H-2A regulations do not require employers to do that, but in the interest of preserving the health of workers, that would be a disastrous thing to require here.

Investigator Perez stated with certainty and clarity that "The workers weren't purchasing the drinks from Sun Valley." TR 561:20-21. He testified with far less clarity when asked if purchasing drinks from someone other than one's employer in any way increased or decreased the employer's duty to pay wages to the worker. TR 561:23-566:14. Nor was he able to explain why the Administrator was seeking to require Sun Valley to pay the workers based on Mr. Hernandez's estimated profit for beer purchased and consumed by the workers but was seeking the full cost paid for non-alcoholic drinks, including energy drinks like Monster and Red Bull. TR 566:15-23.

He offered only that energy drinks like Monster were "necessarily required for subsistence" because "it is probably water-based." TR 566:20-567:13. In his opinion, Red Bull was "possibly" required for subsistence, although he acknowledged that he did not personally consume it but somehow survived the deprivation. TR 567:17-568:21. He further conceded that water was available to workers at all times, but agreed that "people can choose drinks that they want" other than water, even when water is "readily available." TR 566:24-567:10, 569:4-7. No testimony was presented by the Administrator for why it was necessary for workers to purchase any beer or soft drinks if they did not wish to do so, and workers testified that they purchased their own drinks at wholesale prices when Sun Valley took them to the nearby store (free-of-charge).

In all, Sun Valley complied in full with its duty to provide free, cool, potable water to its workers. Nothing in the H-2A regulations (nor in FLSA, OSHA, or any other Departmental regulation) justifies this request for free soft drinks and energy drinks. The Court should reject the Administrator's overreach and dismiss this portion of the claim for back wages and CMPs.

V. Early Departures

The next largest source of the Administrator's demand for money from Sun Valley involves a group of 19 H-2A workers who walked off the job after only a few days of work at the beginning

of the contract period. The workers had been harvesting asparagus and abandoned the worksite and chose to return home. The Decision claims that "the employee witnesses were consistent in describing the heated events at the meeting" that followed their announcement that they were going to stop working. D.44. But the preceding paragraph of the Decision directly undercuts this factual conclusion. *Id.* One worker claimed that Russel Marino, Jr. "tried to hit him," but none of the other workers at that meeting testified to that – an event that would certainly have been memorable if it had actually happened. *Id.* The only consistency in the testimony is that the workers chose to stop working, there were raised voices on both sides, and there was a language barrier between the two sides of the discussion. The testimony was far from "consistent" that the workers were actually fired – the ALJ admits that it would have been "illogical" for Sun Valley to do that in the middle of their critical harvesting season. *Id.* The selection of quotes used in the Decision scrupulously avoids pages of testimony from the workers[10] in which they testify that they said at the meeting that: (1) the work was too difficult for them; (2) they did not have prior experience in agriculture, generally, or in harvesting asparagus, specifically; and (3) they wished to go home.

Acknowledging the weakness of this conclusion as to "actual discharge," the Decision offers some alternative theories regarding "constructive discharge" as well. D.44-46. The main problem with that is that the workers did not testify that they quit because of "housing conditions" or "meal charges." In fact, the housing had just been inspected before the season began and, clearly, had passed that inspection. The broken screens and missing trash can lid identified months

[10] The workers testified from Mexico under the close supervision of an anti-employer group, CDM, which represented to the workers that it was acting as the U.S. Department of Labor. The workers gave contradictory and demonstrably false testimony as to the extent of their interactions with CDM, as did the WHD witnesses regarding any coordination between the group and DOL.

later by the WHD Investigator were the result of workers having lived there for months – all of which, by definition, occurred after these 19 workers departed less than 2 weeks into the season.

Constructive discharge is necessarily measured on an objective standard. Were the working conditions "so unpleasant or difficult that a reasonable person would have felt compelled to resign"? *Stucke v. City of Philadelphia*, 685 Fed. Appx. 150, 155 (3d Cir., Apr. 12, 2017) (reasonable person would not have felt so); *see also, Duffy v. Paper Magic Group*, 265 F.3d 163, 169 (3d Cir. 2001) (rejecting "constructive termination" claim where "the alleged conduct would not compel a reasonable person to resign"). The argument that the conditions at Sun Valley (whether off in the future or at the same time) were "so intolerable that a reasonable person would have felt compelled to resign" *Pennsylvania State Police v. Suders*, 542 U.S. 129, 147 (2004) (cited at D.44), falls apart because the vast majority of Sun Valley's H-2A workers were living under the exact same conditions and performing the exact same work and continued working there for the entire season. That may not be dispositive in every case, but it certainly diminishes the claim that any "reasonable person would have felt compelled" to take this action, and suggests instead, that these workers were "unhappy with the general nature of work assignments," something the Decision concedes is not constructive discharge. D.45.

This distinction matters because if the workers left by choice, that would terminate the employer's three-fourths guarantee to them under 20 C.F.R. § 655.122(n). Only if a worker is terminated without cause would the employer be responsible for additional months of pay for work never performed. The Decision puts it well – it would have been "illogical" for Sun Valley to terminate these workers at the peak of harvesting, costing the farm untold thousands of dollars in lost crops. Yet, the Decision concludes that such an "illogical" act is precisely what happened and orders Sun Valley to pay $142,728.22 for work never performed. D.54.

A small, but notable, part of the three-fourths guarantee claim relates to five individual workers who departed later in the season. On top of everything else – the early season walk out and the ongoing Wage and Hour Investigation – the Summer of 2015 was marked by excessive rain that caused an infection in Sun Valley's pepper plants, one of their primary crops. With no peppers to harvest, 44 workers were sent home near the end of the season after they had been offered three-fourths of the hours set forth in the job order. The five workers in question, for whom the Administrator seeks back pay, had been sick or injured for some period of time before that – as addressed in testimony at the hearing but not acknowledged in the Decision – meaning that there were hours "offered" that were not hours "worked" under the contract. The Decision simply lumps these workers in with the 19 who quit in increasing the back wages claimed, failing to account for hours offered but not worked. The three-fourths guarantee requires only that the hours be "offered" not "worked." 20 C.F.R. § 655.122(i). The ALJ failed to consider this and the assessment of back wages and CMPs was erroneous for these 5 workers.

V. Remaining Allegations

The remainder of the claims against Sun Valley are a hodge-podge of theories and allegations that will be briefed more fully on appeal but merit a brief discussion here. These issues can be briefed more fully later, with most involving CMPs only and not back wages, except as discussed below.

A. Beer Sales

The Decision bases its claim for Sun Valley to pay workers $8,972.61 for the perceived profit by Mr. Hernandez with respect to the sale of beer. D.42. There is no finding or proof that Mr. Hernandez was acting in an agency capacity with regards to beer sales. The ALJ stated that "Respondent is unable to rebut the Administrator's calculations as unreasonable," without any

mention of the arguments made as to why the Administrator's arguments were clearly unreasonable (Investigator admitted using incorrect basis for costs of beer – wrong brand, wrong store, wrong price; vague estimates for number of beers purchased; all of the workers would receive "back wages" despite testimony from workers who did not purchase any beer, etc.). *See, e.g.,* Cross-Examination of WHD Investigator Perez: "Q. What was Sun Valley's profit for the beer? A. They didn't – they weren't the ones selling the beer. Agustin Hernandez was selling the beer." Tr.638. If the Administrator believed that Mr. Hernandez improperly profited through his sale of beer, it should have brought that claim against him rather than dropping its claims against him pre-trial and claiming money from Sun Valley, instead. The finding of almost $9,000 for this "violation" should be reversed and dismissed.

B. Housing & Transportation

There are some CMP-only claims included in the Decision, with respect to the number of bathroom sinks with hot water, torn screens, and van drivers, that will be identified briefly here, and discussed further in Respondent's brief on appeal later. The condition of the housing resulted from lack of care by the workers living there, but more importantly, could have been remedied immediately if the WHD Investigator had been interested in the workers' living conditions rather than in assessing CMPs and raised the issue to Sun Valley in a timely manner.

C. Departure Notices

Pursuant to 20 C.F.R. § 655.122(n), an employer is obligated to report to the Departments of Labor and Homeland Security when a worker terminates employment under an H-2A contract more than 30 days before the end date of need. After consulting with their filing agent, Sun Valley prepared forms for the workers to use to report those early departures in April 2015. Out of concern that the workers would face future repercussions from DHS or Consular Officers if they

were reported as having quit the job for which they received a visa only days into the season, the workers were given the option to give some other reason on the form if they chose to. The ALJ and the Administrator construe this as some nefarious effort to have the workers "waive" their three-fourths guarantee. As shown above and throughout the proceedings before the ALJ, at no time did Sun Valley use those forms as proof to the Investigator or the ALJ for why the workers departed early. No attempt was made to secure a "waiver" of the three-fourths guarantee through those documents – there was no three-fourths guarantee at issue because the workers quit the job. In the grand scheme of a case imposing nearly $600,000 in liability, a single $1,350 CMP is fairly small, but this is a particularly preposterous claim.

VI. Conclusion

The ALJ's Decision adopted, nearly unchallenged and unchanged, the Administrator's claims in this case. Those claims attempt to bootstrap what was, at worst, a miscommunication regarding meals[11] and a misunderstanding arising from a work stoppage. WHD Investigators appeared at the farm during the Summer of 2015 but did not disclose any concerns with operations until long after the season was over. By waiting, the Administrator could assess nearly $600,000 in "back wages" and CMPs for the Investigator's conclusions. Jump ahead 4 years, and now the ALJ has signed off on the Administrator's theories, across the board, even though they ignore key evidence in the case and create new requirements within the H-2A program that the Department chose not to create when writing those regulations (free meals and free soda, for example). Based

[11] There was significant testimony at trial (not referenced in the Decision) that workers had access to the kitchen, that several prepared their own meals there, and no worker asked to prepare their own meals and was refused that right. Sun Valley is expressly not waiving those arguments that the job order was accurate but, rather, addressing the errors in the Decision relating to meals purchased by the workers from Mr. Hernandez.

on the numerous factual and legal arguments set forth above and to be discussed in their brief on appeal, Sun Valley respectfully urges the Board to reverse the ALJ's Decision and rescind these penalties that will otherwise put this family farm out of business forever.

Dated: January 31, 2020

Respectfully submitted,

/s/ Christopher J. Schulte
Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, N.W., Suite 800
Washington, D.C. 20004
(202) 465-3000 (ph)
(202) 347-3664 (fax)
cschulte@cj-lake.com

CERTIFICATE OF SERVICE

The foregoing Petition for Review was filed with the Administrative Review Board on January 31, 2010 via the Department of Labor's Electronic Filing and Service Request System, with an additional copy to Administrator's appellate counsel, Paul Frieden, Esq., via email per prior agreement of counsel.

/s/ Christopher J. Schulte
Christopher J. Schulte

ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	)	
ADMINISTRATOR, WAGE & HOUR DIVISION,	)	ARB Case No. 2020-0018
Prosecuting Party,	)	ALJ Case No. 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC,	)	
Respondent.	)	

ADMINISTRATOR'S MOTION FOR EXTENSION OF TIME

The Administrator of the Wage and Hour Division ("Administrator"), through undersigned counsel, respectfully requests that the Administrative Review Board ("Board") grant an extension of time of 21 days, until March 20, 2020 to file her response brief in the above-captioned matter. In support of this motion, counsel for the Administrator states:

1. The Administrator received the Board's December 6, 2019 Notice of Appeal and Order Establishing Briefing Schedule. On December 11, 2019, Respondent filed a Motion to Extend Briefing Schedule, requesting an additional 28 days in which to file its opening brief. On December 19, 2019, the Board issued an Order Granting Motion for Extension of Time to File Opening Brief granting Respondent's request. As a result of the revised Order, Respondent's opening brief was due January 31, 2020 and the Administrator must file her response brief by February 28, 2020.

2. The Administrator is requesting an extension of time because of regulatory and litigation matters competing for her counsels' time, in addition to unexpected personal leave commitments. In particular, the undersigned attorney faces competing time demands associated with a Department of Labor rulemaking matter. She will also be on leave from February 4, 2020 through February 11, 2020 to attend her mother's funeral.

The Deputy Associate Solicitor for Fair Labor Standards—who is responsible for the first-line review of this brief as she continues to act as a supervisor on appellate cases due to the retirement of the Counsel for Appellate Litigation—is, in addition to handling the numerous duties of her own position, responsible for reviewing the Administrator's response brief in *Administrator v. Deggeller Attractions, Inc.*, ARB Case No. 2020-0004, due on February 6, as well as the Secretary's response brief in *Scalia v. State of Alaska*, 9th Cir. Case No. 19-35824, due on February 24.

3. This is the first extension of time requested by the Administrator in this matter.

4. Counsel for Respondent consents to this motion.

For these reasons, the undersigned counsel respectfully requests that the Board grant an extension of time of 21 days, until March 20, 2020 for submission of the Administrator's response brief.

Respectfully submitted,

KATE S. O'SCANNLAIN
Solicitor of Labor

JENNIFER S. BRAND
Associate Solicitor

SARAH K. MARCUS
Deputy Associate Solicitor

/s/ Amelia Bell Bryson
AMELIA BELL BRYSON
Attorney
U.S. Department of Labor
Office of the Solicitor
200 Constitution Avenue, N.W.
Suite N-2716
Washington, DC 20210
(202) 693-5336

CERTIFICATE OF SERVICE

I hereby certify that on February 5, 2020, the foregoing Administrator's Motion for Extension of Time was filed with the Administrative Review Board via the Department of Labor's Electronic Filing and Service Request System, with a copy sent via first-class mail to:

Theresa C. Timlin
Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Christopher J. Schulte
CJ Lake, LLC
525 Ninth Street, NW, Suite 800
Washington, DC 20004

/s/ Amelia Bell Bryson
AMELIA BELL BRYSON
Attorney
U.S. Department of Labor
Office of the Solicitor
200 Constitution Avenue, N.W.
Suite N-2716
Washington, DC 20210
(202) 693-5336

U.S. Department of Labor

Administrative Review Board
200 Constitution Avenue, N.W.
Washington, D.C. 20210

IN THE MATTER OF:

ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,

COMPLAINANT,

v.

SUN VALLEY ORCHARDS, LLC,

RESPONDENT.

ARB CASE NO. 2020-0018

ALJ CASE NO. 2017-TAE-00003

DATE: FEB 14 2020

ORDER GRANTING ADMINISTRATOR'S MOTION FOR EXTENSION OF TIME TO FILE A RESPONSE BRIEF

The Administrative Review Board has received the Administrator's document styled "Administrator's Motion for Extension of Time." In support of the motion, the Administrator requests an extension of time of 21 days, until March 20, 2020, to file her response brief. Absent objection, the Administrator's motion is hereby **GRANTED**. The Administrator must file her response brief no later than March 20, 2020. The Board will grant no further extensions of time to the Administrator. In all other respects, the Order Establishing Briefing Schedule issued December 6, 2019, remains in effect.

FOR THE ADMINISTRATIVE REVIEW BOARD:

Aubrey Gordon

Aubrey Gordon
General Counsel

NOTE: Questions regarding any case pending before the Board should be directed to the Board's staff by telephone at (202) 693-6200 or by facsimile at (202) 693-6220.

ADMINISTRATIVE EVIEW BOARD
Certificate of Service

ARB CASE NAME: ***Administrator, Wage and Hour Division v. Sun Valley Orchards, LLC***

ARB CASE NO. : **2020-0018**

ALJ CASE NO. : **2017-TAE-00003**

DOCUMENT : **ORDER**

A copy of the above referenced document was sent to the following persons on

FEB 14 2020.

Jeanetta Walker

CERTIFIED MAIL:

Sun Valley Orchards, LLC
Attn: Mr. Russell J. Marino, Jr
29 Vestry Road
Salem, NJ 08085

Christopher J. Schulte, Esq.
CJ Lakes, LLC
525 Ninth Street, N.W.
Suite 800
Washington, D.C. 20004

Agustin Hernandez
Agustin Hernandez FLC
744 Tomlin-Station Road
Mullica Hill, NJ 08062

REGULAR MAIL

Administrator
Wage and Hour Division
U.S. Department of Labor
Room S-3502, FPB
200 Constitution Avenue, NW
Washington, D.C. 20210

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

Regional Administrator
U.S. Department of Labor/ESA
Wage and Hour Division
The Curtis Center, Room 850 West
170 S. Independence Mall West
Philadelphia, PA 19106

Jacob Heyman-Kantor, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
New York, NY 10014

Jason E. Glick, Esq.
U.S. Department of Labor
Office of the Solicitor
201 Varick Street
Room 983
New York, NY 10014

District Director
U.S. Department of Labor
ESA Wage and Hour Division
3131 Princeton Pike
Building 5, Room 216
Lawrenceville, NJ 08648

Hon. Theresa C. Timlin
Administrative Law Judge
Office of Administrative Law Judges
2 Executive Campus, Suite 450
Cherry Hill, NJ 08002

Hon. Stephen R. Henley
Chief Administrative Law Judge
Office of Administrative Law Judges
800 K Street, N.W., Suite 400
Washington, DC 20001-8002

E-Filed
MAR 20 2020
Received

ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	
ADMINISTRATOR, WAGE & HOUR DIVISION,	ARB Case No. 2020-0018
Prosecuting Party,	ALJ Case No. 2017-TAE-00003
v.	
SUN VALLEY ORCHARDS, LLC,	
Respondent.	

ADMINISTRATOR'S RESPONSE BRIEF

KATE S. O'SCANNLAIN
Solicitor of Labor

JENNIFER S. BRAND
Associate Solicitor

SARAH K. MARCUS
Deputy Associate Solicitor

RACHEL GOLDBERG
Counsel for Appellate Litigation

AMELIA BELL BRYSON
Attorney
U.S. Department of Labor
Office of the Solicitor
200 Constitution Avenue, NW
Suite N-2716
Washington, DC 20210
(202) 693-5336
Bryson.Amelia.B@dol.gov

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES vi

JURISDICTION 2

ISSUES TO BE REVIEWED 2

STATEMENT OF THE CASE 3

A. Statement of Facts 3

i. Respondent's Inaccessible Kitchen; Undisclosed Meal Plan; and Sale of Drinks to Workers 5

ii. Respondent's Termination of Workers and False Resignation Forms. 7

iii. Respondent's Substandard Housing and Dangerously Deficient Work Transport 9

B. ALJ Proceedings and Decision 10

STANDARD OF REVIEW 11

SUMMARY OF ARGUMENT 11

ARGUMENT 13

I. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(g), (p), AND (q) BY MAKING FALSE PROMISES ABOUT KITCHEN ACCESS AND FAILING TO DISLCOSE MEAL CHARGES AND, AS A RESULT OF THESE VIOLATIONS, AWARDED BACK WAGES. 13

Page

A. The ALJ Correctly Held That Respondent Violated Sections 655.122(g) and (q) by Not Providing the Promised Kitchen Access. 15

B. The ALJ Correctly Held That Respondent Violated Sections 655.122 (g), (p), and (q) by Falling to Disclose Meal Charges in the Job Orders and Making Undisclosed Deductions for Meals from Workers' Wages. 17

i. The ALJ Correctly Held That Hernandez Acted as Respondent's Agent in Administering the Meal Plan and Charging Workers for the Meals. 18

ii. The ALJ Correctly Held That Hernandez Unlawfully Made Deductions—Either Constructive or Actual—from the Workers' Pay. 21

C. The ALJ Properly Awarded Back Wages of $128,285 for the Meal Plan Disclosure and Deductions Violations. 23

II. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(p) BY SELLING DRINKS AT A PROFIT AND IN VIOLATION OF STATE OF LAW AND, AS A RESULT OF THESE VIOLATIONS, AWARDED BACK WAGES. ... 28

A. The ALJ Correctly Held That Respondent Violated Section 655.122(p) by Deducting Payments for Non-Alcoholic Beverages and Beer from Workers' Wages. 29

B. The ALJ Properly Awarded $64,960 in Back Wages for the Non-Alcoholic Beverages the Farmworkers Purchased. 31

Page

C. The ALJ Properly Awarded $8,972.61 in Back Wages for the Profit Hernandez Made on the Beer Sales. 34

III. THE ALJ PROPERLY ASSESSED CMPs FOR RESPONDENT'S MEAL PLAN AND DRINK VIOLATIONS....36

IV. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(i)(1) BY DISCHARGING TWENTY-FOUR WORKER BEFORE THEY HAD WORKED AT LEAST THREE-FOURTHS OF THE WORKDAYS SPECIFIED IN THE WORK CONTRACT AND, AS A RESULT OF THESE VIOLATIONS AWARDED BACK WAGES AND ASSESSED CMPs....41

A. The ALJ Correctly Held That Because Respondent Terminated or Otherwise Constructively Discharged Nineteen Workers in May 2015, Respondent Violated the Three-Fourths Guarantee for Such Workers....42

i. Substantial Evidence Supports the ALJ's Finding That in May 2015, Respondent Terminated Nineteen Workers Without Cause. 42

ii. Substantial Evidence Supports the ALJ's Finding That Even Assuming, Arguendo, *Respondent Did Not Terminate the Workers in May 2015, Respondent Constructively Discharged Such Workers.*....44

B. The ALJ Correctly Held That in August 2015, Respondent Laid Off Four Workers Without Meeting the Three-Fourths Guarantee for Such Workers....49

Page

C. The ALJ Correctly Held That Respondent Violated the Three-Fourths Guarantee Concerning Jose Islas Larraga. 50

D. The ALJ Properly Awarded $142,728 in Back Wages and Assessed a Single CMP of $1,350....51

V. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 29 C.F.R. 501.5 BY ATTEMPTING TO OBTAIN WAIVERS FROM ITS EMPLOYERS OF THE THREE-FOURTHS GUARANTEE AND, AS A RESULT OF THESE VIOLATIONS, ASSESSED CMPs....52

VI. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(d)(1) BY PROVIDING INADEQUATE HOUSING AND, AS A RESULT OF THESE VIOLATIONS, ASSESSED CMPs....54

A. The ALJ Correctly Held That Respondent Failed to Maintain Worker Housing in the Conditions Required 54

B. The ALJ Properly Assessed $3,150 In CMPs... 56

VII. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(h)(4) THROUGH ITS USE OF SUBSTANDARD TRANSPORTATION AND UNLICENSED DRIVERS AND, AS A RESULT OF THESE VIOLATIONS, ASSESSED CMPs....57

A. The ALJ Properly Held That Respondent Used Substandard Transportation and Unlicensed Drivers....57

B. The ALJ Properly Assessed $7500 in CMPs. 58

Page

CONCLUSION 59

CERTIFICATE OF SERVICE 60

TABLE OF AUTHORITIES

Page

Cases:

Anderson v. Mt. Clemens Pottery Co.,
328 U.S. 680 (1946) 34, 35

Arriaga v. Fla. Pac. Farms,
305 F.3d 1228 (11th Cir. 2002) 22

Castillo v. Case Farms of Ohio, Inc.,
96 F. Supp. 2d 578 (W.D. Tex. 1999) 18

Clowes v. Allegheny Valley Hosp.
991 F.2d 1159 (3d Cir. 1993) 44, 45, 46, 47

Donovan v. New Floridian Hotel, Inc.,
676 F.2d 468 (11th Cir. 1982) 30

Escobar v. Baker,
814 F. Supp. 1491 (W.D. Wash. 1993) 23

Howard v. Malcolm,
658 F. Supp. 423 (E.D.N.C. 1987) 55

Global Horizons, Inc., No.,
2010-TAE-0002 (OALJ Dec. 17, 2010), *aff'd*,
ARB No. 11-058 (ARB May 31, 2013) 26, 39

Global Horizons, Inc., No.,
2010-TAE-0002 (OALJ Dec. 13, 2011) 25, 26

Nuness v. Simon & Schuster, Inc.,
325 F. Supp. 3d 535 (D.N.J. 2018) 45, 46

Page

Cases--Continued:

OPM v. Richmond,
496 U.S. 414 (1990) 39

Ortiz v. Paramo,
No. 06-3062, 2008 WL 4378373 (D.N.J. Sept. 19, 2008) 30

Ortiz v. Paramo,
No. 06-3062, 2009 WL 4575618 (D.N.J. Dec. 1, 2009) 28, 30

Overdevest Nurseries, LP,
2015-TAE-00008 (OALJ Feb. 18, 2016) 36

Pa. State Police v. Suders,
542 U.S. 129 (2004) 44, 48

Ramos-Barrientos v. Bland,
661 F.3d 587 (11th Cir. 2011) 18

Seasonal Ag. Servs., Inc.,
No. 2014-TAE-00006 (OALJ Dec. 5, 2014) 26

Utah Power & Light Co. v. United States,
243 U.S. 389 (1917) 39

Weeks Marine, Inc.,
ARB No. 12-093, 2015 WL 2172482 (ARB Apr. 29, 2015) 22, 23

WHD v. Fernandez Farms, Inc.,
ARB No. 2016-0097, 2019 WL 4924120 (ARB Sept. 16, 2019) 11

WHD v. Kutty,
ARB No. 03-022, 2005 WL 135123 (ARB May 31, 2005) 36

Page

Cases--Continued:

WHD v. Seasonal Ag. Servs., Inc.,
ARB No. 15-023, 2016 WL 5887688 (ARB Sept. 30, 2016) 11

Statutes:

Administration Procedure Act,
5 U.S.C. 557(b) 11

Immigration & Nationality Act,
8 U.S.C. 1188 ..... 1, 36, 52
8 U.S.C. 1101(a)(15)(H)(ii)(a) 1

Code of Federal Regulations:

20 C.F.R. 654.404 54
20 C.F.R. 654.405 54
20 C.F.R. 654.406 54
20 C.F.R. 654.407 54
20 C.F.R. 654.408 54
20 C.F.R. 654.408(a) 55
20 C.F.R. 654.408(b) 55
20 C.F.R. 654.409 54
20 C.F.R. 654.410 54
20 C.F.R. 654.411 54
20 C.F.R. 654.412 54
20 C.F.R. 654.412(a) 55
20 C.F.R. 654.413 54
20 C.F.R. 654.414 54
20 C.F.R. 654.414(a) 55
20 C.F.R. 654.415 54
20 C.F.R. 654.416 54
20 C.F.R. 654.417 54

20 C.F.R. Part 655, Subpart B 1, 36, 52

Page

Code of Federal Regulations--Continued:

20 C.F.R. 655.102(b)(13) (2005) 26
20 C.F.R. 655.103 14
20 C.F.R. 655.120 ..... 24, 32
20 C.F.R. 655.122 38

20 C.F.R. 655.122(d)(1) 3, 12, 54, 56
20 C.F.R. 655.122(g) ..... passim
20 C.F.R. 655.122(h)(4) 3, 12, 57, 58
20 C.F.R. 655.122(i) 12, 42, 52
20 C.F.R. 655.122(i)(1) 3, 41, 49
20 C.F.R. 655.122(i)(5) 48
20 C.F.R. 655.122(j)(1) 50
20 C.F.R. 655.122(n) 41, 50
20 C.F.R. 655.122(p) ..... passim
20 C.F.R. 655.122(p)(1) 13, 21, 25, 26
20 C.F.R. 655.122(p)(2) ..... passim
20 C.F.R. 655.122(q) 13, 14

29 C.F.R. 500.105(b)(1)(iii) 57

29 C.F.R. Part 501 1
29 C.F.R. 501.16(a)(1) 24
29 C.F.R. 501.16(a)(2) 32
29 C.F.R. 501.19(a) 36
29 C.F.R. 501.19(b) 36, 37, 40, 56, 58
29 C.F.R. 501.42 2
29 C.F.R. 501.5 ..... passim

29 C.F.R. Part 531 28
29 C.F.R. 531.31 28

Page

Other Authorities:

U.S. Dep't of Labor,

Emp't & Training Admin.,
Information about the DOL Notification Process for Worker Abandonment, or Termination for Cause for H-2A Temporary Agricultural Labor Certifications
76 Fed. Reg. 21,041, 2011 WL 1397931 (Apr. 14, 2011) 41

Workforce Innovation & Opportunity Act,
81 Fed. Reg. 56,072, 2016 WL 4398251 (Aug. 19, 2016).....54

Sec'y's Order No. 01-2019,
Delegation of Auth. & Assignment of Responsibility to the Admin. Review Bd.
84 Fed. Reg. 13072, 2019 WL 1453417 (Apr. 3, 2019) 2

Wage & Hour Div.,
Field Assistance Bulletin, No. 2012-3 (May 17, 2012)..... 22, 29

N.J. Statutes Annotated,
Section 33:1-2(a) 31
Section 39:3-10 (2015).....57

ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	)	
ADMINISTRATOR, WAGE & HOUR DIVISION,	)	ARB Case No. 2020-0018
Prosecuting Party,	)	ALJ Case No. 2017-TAE-00003
v.	)	
SUN VALLEY ORCHARDS, LLC,	)	
Respondent.	)	

ADMINISTRATOR'S RESPONSE BRIEF

This case arises under the H-2A provisions of the Immigration and Nationality Act, 8 U.S.C. 1101(a)(15)(H)(ii)(a), 8 U.S.C. 1188, and the U.S. Department of Labor's ("Department") H-2A regulations, 29 C.F.R. Part 501; 20 C.F.R. Part 655, Subpart B. On October 28, 2019, Administrative Law Judge Theresa Timlin ("the ALJ") issued a Decision and Order ("D&O") affirming in part and modifying in part the Administrator of the Department's Wage and Hour Division's ("Administrator") findings. The ALJ ruled that Respondent, Sun Valley Orchards, LLC, violated six of the H-2A program's requirements and, as a result,

Respondent owed back wages and civil money penalties ("CMPs"). The Administrative Review Board ("ARB" or "Board") should affirm the ALJ's decision in its entirety.

JURISDICTION

The Board has jurisdiction to review an ALJ's decision and issue the final determination of the Secretary of Labor under the H-2A program. U.S. Dep't of Labor, Sec'y's Order No. 01-2019 (Feb. 15, 2019), 84 Fed. Reg. 13072, 2019 WL 1453417 (Apr. 3, 2019); 29 C.F.R. 501.42.

ISSUES TO BE REVIEWED[1]

1. Whether the ALJ correctly concluded that Respondent violated 20 C.F.R. 655.122(g), (p), and (q) by making false promises about kitchen access and failing to disclose meal charges and, as a result of these violations, awarded back wages?
2. Whether the ALJ correctly concluded that Respondent violated 20 C.F.R. 655.122(p) by selling drinks at a profit and in violation of state law and, as a result of these violations, awarded back wages?

[1] The issues to be reviewed encompass those identified by the Board in its Notice of Appeal, but are phrased and organized slightly differently.

3. Whether the ALJ correctly assessed CMPs for Respondent's meal and drink violations?
4. Whether the ALJ correctly concluded that Respondent violated 20 C.F.R. 655.122(i)(1) by discharging twenty-four workers before they had worked at least three-fourths of the workdays specified in the work contract and, as a result of these violations, awarded back wages and assessed CMPs?
5. Whether the ALJ correctly concluded that Respondent violated 29 C.F.R. 501.5 by attempting to obtain waivers from its employees of the three-fourths guarantee and, as a result of these violations, assessed CMPs?
6. Whether the ALJ correctly concluded that Respondent violated 20 C.F.R. 655.122(d)(1) by providing inadequate housing and, as a result of these violations, assessed CMPs?
7. Whether the ALJ correctly concluded that Respondent violated 20 C.F.R. 655.122(h)(4) through its use of substandard transportation and unlicensed drivers and, as a result of these violations, assessed CMPs?

STATEMENT OF THE CASE

A. Statement of Facts

Respondent, Sun Valley Orchards, LLC, is one of New Jersey's largest produce growers, with about a dozen fields totaling at least 2,500 acres. PX-15, at

383:23-384:6; JX-1, at 18. Sun Valley is owned and operated by four members of the Marino family: brothers Russell Jr. and Joseph, their uncle Harry, and their father Russell, Sr. Tr. 787:18-21; ALJ Ex. 1 ¶ 2. Sun Valley's management also includes Agustin Hernandez, who is the lead supervisor of Sun Valley's farmworkers and has worked for Sun Valley for twenty-seven years. Tr. 170:24-171:2, 172:9-13, 799:19-23; PX-15, at 425:23-25.

Respondent filed two job orders with the Department to hire 100 H-2A workers in 2015, covering overlapping time periods: April 13, 2015 to October 10, 2015, JX-1, and June 1, 2015 to October 10, 2015, JX-3, (collectively, the "job orders" or "job offers"). The job orders represented to prospective H-2A workers that Respondent would "furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer['s] housing so that workers may prepare their own meals." JX-1, at 2, 9 ¶ 14; JX-3, at 43, 50 ¶ 14. Respondent checked a series of boxes on the job orders identifying whether certain deductions would be made from workers' pay. For the box corresponding to "Meals," Respondent checked "No" to indicate that it would not provide and charge for meals. JX-1, at 4 ¶ 17; JX-3, at 45 ¶ 17. Nowhere in the job orders did Respondent state that it would provide meals and charge workers for the meals, or the amount that it would charge. The Department approved the job orders, and

Respondent used them to hire approximately 147 workers during the 2015 growing season.

At Respondent's farm, Hernandez supervised the farmworkers and virtually every aspect of the farmworkers' lives and work. Tr. 172:9-13. Among other duties, Hernandez oriented Respondent's workers when they arrived at the farm and told them the rules, D&O 11; Tr. 174:19-175:24, maintained the workers' housing facilities, D&O 11; Tr. 172:22-173:20, sold Respondent's workers meals and drinks, D&O 11; Tr. 190:24-191:1, 223:25-224:1, oversaw the transportation of workers between Respondent's housing and the fields, D&O 11; Tr. 205:5-15, and distributed pay to Respondent's workers, Tr. 211:24-212:9.

i. Respondent's Inaccessible Kitchen; Undisclosed Meal Plan; and Sale of Drinks to Workers

The kitchen that Respondent promised in its two job orders to furnish to its workers was not large enough to allow for Respondent's large workforce to cook its own meals, D&O 12; Tr. 175:22-176:13, 743:25-744:8, particularly given that workers returned to the dormitories around the same times to eat meals during and after twelve-hour shifts in the fields, Tr. 175:22-176:6, 804:2-4; *see also* PX-7, at 188:23-189:2-6; PX-15, at 447:10-14. (The workers did not have a choice as to when to work because Hernandez set their work schedules. *E.g.*, Tr. 17:19-22.) Instead of providing the promised kitchen access, Respondent tasked Hernandez

with managing a meal plan for the workers. D&O 10. Respondent instructed Hernandez to buy groceries and hire cooks to provide workers with meals for a fee. *Id.*; *see also* Tr. 176:24-177:10. Respondent's workers all participated in Respondent's meal plan for at least some of the season. Tr. 263:24-264:18, 444:6-445:5, 804:8-9, 967:13-22. The workers participated in the meal plan because, as Hernandez and his wife and cook Elia Pinon admitted, the workers "cannot cook their own meals in the kitchen." Tr. 176:4-6; *see also* PX-19, at 809.

While managing the kitchen and providing the meal plan was primarily delegated to Hernandez, Respondent continued to be heavily involved in the meal plan's administration. D&O 10; *see also, e.g.*, Tr. 186:25-187:2, 738:10-12, 742:22-743:8, 808:8. Respondent paid the kitchen's utility bills. D&O 10. To help Hernandez administer the meal plan program, Respondent's payroll office provided him with company payroll sheets (with the header "Sun Valley Orchards LLC") for employees to sign when they paid for meals. PX-17-2, at 799-800; Tr. 181:10-183:3. Moreover, Russell Marino, Jr. followed up with Hernandez during the season to ensure that Hernandez was creating and maintaining these records regarding who participated in the meal plan. Tr. 186:25-187:2, 187:7-10. Hernandez did not, however, maintain any records relating to the meal plan beyond who participated. Tr. 250:11-251:4, 463:7-14.

Hernandez also sold non-alcoholic beverages and beer, along with other small items, to the workers from a store located inside Respondent's kitchen on Respondent's property. D&O 10; Tr. 358:8-359:16. Hernandez also sold soft drinks to workers several times a day while he supervised them in the fields. D&O 16; *see also, e.g.*, PX-7, at 176:7-177:4; Tr. 22:16-22, 139:22, 195:9-11. The workers bought these beverages, in part, because at times Respondent did not provide drinking water and, even when water was available, workers were concerned about the water's taste and cleanliness. D&O 18-19; Tr. 19:5-9, 91:14-21, 139:21-22, 262:6-13. Hernandez also sold beer at the company store, even though neither he nor Respondent had a license to do so. D&O 7-8; Tr. 97:17-21, 145:7; PX-20, at 823 ¶ 21; PX-20, at 828 ¶ 5. Hernandez sold these non-alcoholic drinks and beer to workers at a profit, but did not maintain records of these sales. D&O 16; Tr. 450:20-23.

ii. Respondent's Termination of Workers and False Resignation Forms

The workers engaged in the hard work of harvesting produce. D&0 20. Clean drinking water and clean bathroom facilities were not consistently available to the workers, especially while they were working in the fields. *Id.* In May, a group of nineteen workers sought a meeting with Respondent's management to raise concerns about their living and working conditions, including the lack of

drinking water, accessible kitchen facilities, and transportation to a laundromat or store (the farm is geographically isolated). Tr. 22:23-34:6, 106:18-107:4, 122:7-13, 147:9-15. When Russell Marino, Jr. arrived at the meeting, he was "very angry" and "screaming." Tr. 35:4-5, 21-22. He did not afford the workers the opportunity to explain their concerns, and instead fired them on the spot. *E.g.*, Tr. 39:8-10, 107-18-20, 125:11-13.

Russell Marino, Jr. left the meeting and, as he put it, "started the process of letting the guys go." Tr. 768:9-11. He distributed forms that did not give the workers the option of indicating that they had been fired and, instead, falsely memorialized that the workers were resigning. D&O 20-21; *see also* Tr. 732:10-12, 768:24-769:4. Russell Marino, Jr. and Hernandez ensured that each of the nineteen workers filled out and signed the forms, explaining that the forms were mandatory to receive transportation to Mexico, "in order for [the workers] not to have any problems," and to prevent "caus[ing] … trouble to the company." Tr. 108:18-19, 149:4-6, 769:21-23. The workers returned to Mexico shortly after signing the forms. ALJ Ex. 1 ¶¶ 27, 35.

In August 2015, Respondent laid off another group of workers after a crop failure reduced the amount of available work. D&O 21; Tr. 207:11-14, 746:15-21, 748:11-14; 754:23-24. Respondent had those workers sign the same departure

forms that falsely memorialized that the workers had "resign[ed their] job[s]." JX-9, at 152; *see also* Tr. 272:3-10, 274:9-12, 747:3-8, 747:17-20.

Consistent with the false information that Respondent directed the workers to provide on the departure forms, Respondent sent required notifications to government agencies that falsely stated the reason that these employees' employment ended. D&O 20; Tr. 409:5-12, 748:20-24, 753:12-754:2. Additionally, Respondent did not send a notice at all for one worker, Jose Islas Larraga, who stopped working as of June 9, 2015, four months before the end of the job order. Tr. 419:16-22, 436:4-10, 558:9-561:10.

iii. Respondent's Substandard Housing and Dangerously Deficient Work Transport

Respondent provided inadequate housing to its workers. The dormitories they lived in had dirty bathrooms without adequate hot water for all the workers. D&O 18-19, 21. The windows and doors lacked screens and the garbage cans lacked lids, causing problems with flies and other pests in the dormitories. *Id.* Respondent transported the workers from the dormitory area to the fields and shuttled them throughout the fields in unsafe school buses, driven by unlicensed drivers. D&O 8-9, 21; Tr. 104:13-17, 377:1-9, 377:15-21, 380:13-381:1.

B. ALJ Proceedings and Decision

On June 22, 2016, after an investigation by the Wage and Hour Division, the Administrator issued a Notice of Determination against Respondent alleging multiple violations of the H-2A program, assessing back wages and civil money penalties. Respondent timely contested the Notice of Determination and requested a hearing.

On December 23, 2016, the Administrator referred the matter to the Office of Administrative Law Judges for docketing. After a July 2017 evidentiary hearing, the ALJ issued a Decision and Order on October 28, 2019 Affirming in Part and Modifying in Part the Administrator's Findings. The ALJ found the Administrator's determination of violations, back-wage awards, and CMP assessments to be "reasonable and accurate," except for the back-wage calculation for the sale of non-alcoholic beverages, which she reduced slightly, and the CMP assessed for a mattress violation, which she found was not supported by the evidence. D&O 54. Accordingly, the ALJ modified, in part, the Administrator's finding, but held that Respondent owed a total of $344,945.80 in back wages and $211,800 in civil money penalties. D&O 53-54.

On November 27, 2019, Respondent petitioned the Board for review of the ALJ's Decision and Order. On December 6, 2019, the Board granted the petition for review.

STANDARD OF REVIEW

The Board reviews an ALJ's legal conclusions de novo and acts with "all the powers [the Secretary] would have in making the initial decision." 5 U.S.C. 557(b); *see also WHD v. Seasonal Ag. Servs., Inc.*, ARB No. 15-023, 2016 WL 5887688, at *5 (ARB Sept. 30, 2016) ("The Board has plenary power to review an ALJ's legal conclusions de novo[.]"). The Board will affirm an ALJ's factual findings if supported by substantial evidence. *WHD v. Fernandez Farms, Inc.*, ARB No. 2016-0097, 2019 WL 4924120, at *1 (ARB Sept. 16, 2019).

SUMMARY OF ARGUMENT

Respondent used the H-2A program to recruit workers to its farm with the promise of free and convenient cooking and kitchen facilities, safe and habitable living conditions, and a guarantee that the workers would be allowed to work and receive pay for at least three-fourths of the growing season. Nearly 150 H-2A and domestic workers relied on the promises in Respondent's job offers. These workers arrived, however, to find no kitchen facilities available, charges for meals, substandard housing conditions, and unsafe transportation. When nineteen of these

workers attempted to raise concerns about these living and working conditions to Respondent early in the growing season, they were fired and then instructed to sign forms falsely stating that they had resigned for personal reasons. Respondent also laid off dozens of other workers later in the season and similarly instructed these workers to sign forms falsely stating that they had resigned. Respondent lied to government agencies about the reasons for the workers' departures.

The ALJ properly held that Respondent committed serious violations of the H-2A program. Specifically, Respondent's undisclosed meal charges and false promises about kitchen access violated 20 C.F.R. 655.122(g), (p), and (q); its charges for drinks sold at a profit and in violation of state law violated section 655.122(p); its discharge of workers before they had met their three-fourths guarantee violated section 655.122(i); its attempt to have workers waive that guarantee violated 29 C.F.R. 501.5; its inadequate housing violated section 655.122(d)(1); and its substandard transportation and use of unlicensed drivers violated section 655.122(h)(4). D&O 54-55. The ALJ reasoned, "serious violations call for serious penalties" and properly held that Respondent owed a total of $344,945.80 in back wages and $211,800 in civil money penalties for the above violations. *Id.* at 53-54. The Board should affirm the ALJ's holdings in full.

ARGUMENT

I. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(g), (p), AND (q) BY MAKING FALSE PROMISES ABOUT KITCHEN ACCESS AND FAILING TO DISCLOSE MEAL CHARGES AND, AS A RESULT OF THESE VIOLATIONS, AWARDED BACK WAGES.

Employers seeking the benefits of the H-2A program must agree to comply with the conditions and requirements of the H-2A program. The H-2A regulations require an employer to either:

(1) "provide each worker with three meals a day"; or

(2) "furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals."

20 C.F.R. 655.122(g). In the job order that it submits to the Department for approval and to prospective H-2A workers, the employer must disclose which of these two options it will do. *Id.* If an employer choses to provide workers with three meals a day, it may charge workers for those meals, but must disclose in the job order "the charge, if any, to the worker for such meals." *Id.* Relatedly, section 655.122(p)(1) provides that the employer's "job offer must specify all deductions not required by law which the employer will make from the worker's paycheck," such as deductions for meals. *Id.* at 655.122(p)(1). Section 655.122(q) further provides that the employer must provide workers with a copy of the work contract

(here, the job offer, 20 C.F.R. 655.103; PX-20, at 816-817 ¶ 3), when workers apply for an H-2A visa and when domestic workers arrive at the job. 20 C.F.R. 655.122(q). "At a minimum, the work contract must contain all of the provisions required by" section 655.122, including disclosure of any meals deductions. *Id.* at 655.122(q). These disclosures ensure that workers have an accurate representation of their pay and benefits before accepting a job and traveling to the United States.

Here, Respondent's two job orders each stated that Respondent "will furnish free cooking and kitchen facilities … so that workers may prepare their own meals." JX 1, JX 3. Russell Marino, Jr. signed both job orders in his role as Respondent's "owner/manager," and the job orders were provided to both the Department and prospective H-2A workers. *Id.* The substantial evidence shows, however, that Respondent failed to do as it promised in the job orders and instead, through its agent Hernandez, charged workers for meals without having previously disclosed to the workers that it would impose these charges, and deducted the payment for the meals from the workers' pay. Therefore, the ALJ correctly concluded that Respondent violated these regulatory requirements. D&O 35-40. Because these undisclosed meal charges reduced the workers' wages below the applicable minimum wage, the ALJ properly awarded back wages corresponding to the amount of the meal charges. The back-wage award in this amount ensures

that the workers earn their applicable minimum wage. *Id.* at 39. The Board should affirm that holding and back-wage award.

A. The ALJ Correctly Held That Respondent Violated Sections 655.122(g) and (q) by Not Providing the Promised Kitchen Access.

In its job orders, Respondent promised to furnish workers with free and convenient cooking and kitchen facilities. JX-1 at 9, ¶ 14; JX-3, at 43, 50 ¶ 14. This promise satisfied Respondent's regulatory requirement and formed part of its contract with workers, and was therefore binding on Respondent. 20 C.F.R. 655.122(g), (q). However, as the record clearly demonstrates and as the ALJ found, when the workers arrived at Respondent's farm, they discovered that Respondent would not provide them with kitchen access, but instead would provide meals through a meal plan costing each worker $75 to $80 a week. D&O 35; Tr. 176:4-13, 263:24-264:3; PX-13, at 339:5-340:4; PX-7, at 173:21-174:13. Hernandez, in charge of the kitchen for Respondent, testified that workers could not cook their own meals in the kitchen because it was too small. Tr. 175:22-176:13. His wife, Elia Pinon, who worked in Respondent's kitchen, explained that "[w]orkers are not allowed to enter the kitchen to cook their own meals." PX-19, at 809. The workers also understood that cooking their own meals in the kitchen was forbidden. *E.g.*, Tr. 92:19-95:3; PX-13, at 339:5-340:4. Some employees asked to use the kitchen and were specifically told no, PX-5, at 127:12-17; others

observed without needing to ask that there was no room for workers to prepare their own meals alongside the kitchen staff preparing meals for the meal plan, PX-11, at 321:9-11. Accordingly, the evidence does not support Respondent's contention, Resp't Br. 8, that the employees had kitchen access but some employees just never asked to use the kitchen.

Respondent's additional attempt to overcome this substantial evidence is equally unavailing. Respondent contends that some workers testified they were "allowed to and actually did use the kitchen to store and prepare food." Resp't Br. 8 (citing Tr. 176:17-20). The evidence in the record, however, tells a different story. The testimony on which Respondent relies for this point is from Hernandez; he testified that workers could only sometimes store very small items in the kitchen, such as a container of milk. Tr. 176:17-22. Moreover, in that same testimony, Hernandez admitted that workers were not allowed to use the kitchen and there was no room in the kitchen refrigerators for the workers to store food. Tr. 175:22-176:22. A few workers testified that they did manage to cook, but on a hot plate set up in their bedroom that they bought with their own money after their requests to use the kitchen were denied. PX-34, at 1103-1106; Tr. 263:24-264:18. Taken together, substantial evidence in the record supports the ALJ's finding that "the express terms of the job orders … were clearly not in line with the realities

facing the farmworkers upon arrival at Respondent's dormitory" and, therefore, Respondent failed to provide workers with the kitchen access promised in the job orders. D&O 35-36. Accordingly, the ALJ correctly held that Respondent violated sections 655.122(g) and (q).[2]

B. The ALJ Correctly Held That Respondent Violated Sections 655.122(g), (p), and (q) by Failing to Disclose Meal Charges in the Job Orders and Making Undisclosed Deductions for Meals from Workers' Wages.

Because Respondent did not provide its workers with kitchen access, section 655.122(g) required Respondent to provide meals, and sections 655.122(g), (p), and (q) required Respondent to have disclosed any meal charges or deductions in the job orders. The record shows that Respondent had its supervisor Hernandez, acting as its agent, provide workers with meals and collect payment for the meal plan from the workers. ALJ Ex. 1 ¶ 22; PX-15 at 454:13-15 (Hernandez referring

---

[2] Respondent also appears to argue, in passing and without citing any evidence, that the workers could have cooked "in shifts" at meal times and that this possibility is sufficient to establish that Respondent provided the promised kitchen access. Resp't Br. 24. Respondent did not offer this arrangement to the workers and even if had, it would not have been the "convenient" cooking and kitchen facilities the regulations require. 20 C.F.R. 655.122(g). Given the large size of Respondent's workforce, the required twelve-hour work shifts and group transportation to and from the fields that made it impossible for workers to have time to cook in shifts, and the lack of access to a grocery store, this arrangement would not have been plausible. *E.g.*, Tr. 774:6-8 (kitchen not big enough for many workers to cook simultaneously), 214:14-18, 175:22-176:6, 804:2-4; PX-7, at 188:23-189:6; PX-15, at 447:10-14.

to Respondent's meal plan as "the meal plan that I provide, that Sun Valley Orchards offers the men on behalf of Sun Valley Orchards"). Respondent did not, however, disclose in the job orders that the workers would have to buy meals from Respondent or how much they would cost. Tr. 763:5-9. Accordingly, the ALJ correctly held that Respondent violated sections 655.122(g), (p), and (q) by failing to disclose the $75 to $80 weekly meal charges in the job orders. D&O 38-40. And, as explained below, Respondent, through its agent Hernandez, violated section 655.122(p) by making undisclosed deductions from the workers' wages for the meals.

i. The ALJ Correctly Held That Hernandez Acted as Respondent's Agent in Administering the Meal Plan and Charging Workers for the Meals.

Respondent is responsible for the charges and deductions made by its agent Hernandez. While Respondent contends, Resp't Br. 9-10, that common law agency principles do not apply in this case, the ALJ correctly concluded that agency principles apply to violations arising under the Immigration and Nationality Act. D&O 36 (citing *Castillo v. Case Farms of Ohio, Inc.*, 96 F. Supp. 2d 578, 593 (W.D. Tex. 1999)); *see also Ramos-Barrientos v. Bland*, 661 F.3d 587, 601 (11th Cir. 2011). Accordingly, the ALJ properly relied on the Restatement (Third) of Agency as instructive in this case. D&O 36.

The ALJ correctly concluded that Hernandez was Respondent's agent because he acted with Respondent's actual authority. D&O 36-37. An agent has actual authority "when at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Restatement 2.01. Respondent had a legal duty to provide kitchen access or three meals a day to its farmworkers. 20 C.F.R. 655.122(g). Because Respondent did not provide the promised kitchen access, it was required to provide the workers with meals. *Id.* The record shows that to do so, Respondent tasked Hernandez with operating a meal plan. Tr. 713:15-25, 742:22-743:11, 808:12-15. Before the workers arrived, Respondent instructed Hernandez to continue to operate a meal plan generally as he had for years (i.e., before Respondent hired H-2A workers) by charging workers for meals, maintaining records of charges, and not earning a profit on the meals. Tr. 176:23-177:10, 186:25-187:2, 738:10-12, 808:8-15. Now that Respondent was an H-2A employer, Respondent also instructed Hernandez not to charge above H-2A program limits. Tr. 742:22-743:8. Respondent argues that the "entire kitchen operation" was "independent[] from Sun Valley's farming operations" and because Hernandez used the money he collected from workers to purchase food and pay the kitchen staff, he was not acting as an agent of

Respondent. Resp't Br. 9. Hernandez oversaw the kitchen and bought food, however, to make the meals because he administered the meal plan on Respondent's behalf and at Respondent's direction and those tasks were a necessary part of administering the meal plan. Moreover, Respondent's farming operations would not meet its legal obligation to provide meals to its workers without Hernandez's "entire kitchen operation." Accordingly, the preponderant evidence supports the ALJ's conclusion that in all of his duties "and especially concerning the operation of the meal plan," Hernandez acted with Respondent's actual authority. D&O 37.

The ALJ also correctly concluded, in the alternative, that Hernandez was Respondent's agent because he acted with Respondent's apparent authority. D&O 37-38. An actor has apparent authority to act on a principal's behalf when "a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations." Restatement 2.03. Here, the farmworkers reasonably believed that Hernandez had authority to act on Respondent's behalf. D&O 37-38. Russell Marino, Jr. attended orientation sessions where he and Hernandez together explained to the workers the meal plan and charges, which would have made clear to any worker that this was Respondent's meal plan and that Hernandez was administering it on Respondent's

behalf. *E.g.*, Tr. 403:8-14. When workers paid for their meals, they were required to sign Respondent's payroll forms with Respondent's name at the top. PX-17-2, at 799-800; Tr. 182:5-12. Additionally, Hernandez supervised the workers, oriented them about living and working conditions and rules when they arrived at Respondent's farm, and was generally the intermediary between the workers and Respondent in every aspect of their lives at Respondent's farm. D&O 37. Accordingly, the ALJ properly concluded "the farmworkers held reasonable beliefs that Hernandez had authority to act on Respondent's behalf," and because he acted under Respondent's apparent authority, "he worked as Respondent's agent, and any legal effect of his actions are imputed to Respondent." D&O 38.

ii. The ALJ Correctly Held That Hernandez Unlawfully Made Deductions—Either Constructive or Actual—from the Workers' Pay.

The regulations prohibited Respondent from making any deductions from the workers' paychecks that were not specified on Respondent's job orders. 20 C.F.R. 655.122(p)(1). Neither the fact that workers would be charged for meals, nor the amount to be charged were specified on the job orders. Yet, Respondent does not dispute that Hernandez charged workers for the meal plan. Therefore, when Hernandez, as Respondent's agent, charged the workers for meals,

Respondent made undisclosed deductions from the workers' pay in violation of this regulation.

Contrary to Respondent's assertion, Resp't Br. 7, 9, it is irrelevant whether Hernandez deducted the charges directly from workers' paychecks or charged workers for the meal plan after paying them their wages. As the Board has explained, "there is no legal difference between an employer directly deducting a cost from a worker's wages, and shifting to the employee a cost that the employer could not lawfully directly deduct from wages." *Weeks Marine, Inc.*, ARB No. 12-093, 2015 WL 2172482, at 4 (ARB Apr. 29, 2015); *see also Arriaga v. Fla. Pac. Farms, L.L.C.*, 305 F.3d 1228, 1236 (11th Cir. 2002) (finding "no legal difference between deducting a cost directly from the worker's wages and shifting a cost, which they could not deduct, for the employee to bear").[3] Deductions and after-the-fact charges are equivalent because "[s]hifting a cost to the employee that cannot be lawfully deducted directly from … the employee's wages constitutes an unlawful de facto deduction that impermissibly drives the employee's pay below

[3] This principle applies uniformly across several wage statutes, including the Davis Bacon Act, the Fair Labor Standards Act ("FLSA"), the Migrant and Seasonal Agricultural Workers Protection Act ("MPSA"), and the H-2A program. *E.g.*, Wage and Hour Division, Field Assistance Bulletin ("WHD Bulletin") No. 2012-3, at 1 (May 17, 2012). The H-2A regulations specifically incorporate by reference FLSA standards for permissibility of deductions. 20 C.F.R. 655.122(p).

the required prevailing wage." *Weeks Marine*, 2015 WL 2172482, at *4. As one court explained in the context of MSPA:

> One of the purposes of the statute is to prevent the exploitation of migrant farm workers' labor by farm labor contractors or agricultural employers, who deduct from their pay exorbitant amounts of money for daily necessities such as housing, food, and electricity but who refuse to account for the exact amount charged or consumed. To make a technical distinction between money deducted *before* paychecks are issued and money requested *after* paychecks are issued is to disregard the purpose of [MSPA].

Escobar v. Baker, 814 F. Supp. 1491, 1506 (W.D. Wash. 1993) (emphasis in original). Here, because Respondent failed to disclose the meal plan charge or deduction in the job orders, it could not lawfully charge workers or deduct anything from the workers' pay for the meal plan. Thus, the deductions that Hernandez made violated the regulations' disclosure requirements. Accordingly, the ALJ held that "[r]egardless of the mechanism by which Hernandez deducted the meal . . . purchases, deductions of the farmworkers' pay—constructive or actual—still occurred," and because Hernandez made these deductions as Respondent's agent, Respondent violated section 655.122(p). D&O 39.

C. The ALJ Properly Awarded Back Wages of $128,285 for the Meal Plan Disclosure and Deduction Violations.

When an H-2A employer makes improper deductions from a worker's wages and these deductions push the worker's wages below the rate promised in

the job order, the amount of the deductions necessary to raise their wages to the required minimum must be returned to the workers as back wages. 20 C.F.R. 655.120, 655.122(p)(2) ("The wage requirements of § 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required"); 29 C.F.R. 501.16(a)(1) (recovery of back wages "directly from" employer). Here, the undisclosed meal deductions reduced the wages of Respondent's workers below the required minimum wage (i.e., the wage promised in the job offers). Thus, there is no merit to Respondent's argument, Resp't Br. 11, that it already paid the workers' their required minimum wage. The ALJ appropriately held that "because Respondent made deductions of the farmworkers' pay for the meals ... Respondent is required to provide back pay to the [a]ffected farmworkers." D&O 39. As the ALJ explained, "a less severe consequence would deny the farmworkers their contractual right to the ... minimum wage promised in the job order ... and would provide a decreased deterrent effect to future employers who may also attempt to alter the terms of the job order upon the workers' arrival." *Id.* Accordingly, the ALJ correctly affirmed the Administrator's award of $128,285 in back wages, which is the amount that the workers' wages fell below their contractual minimum wage due to Respondent's undisclosed meal deductions.

Respondent asserts that because the meal deductions did not result in a profit to Respondent, an award for the full amount of the undisclosed deductions is improper. Resp't Br. 11. Respondent's argument reflects a misunderstanding of its obligations when participating in the H-2A program. The regulations require disclosure of meal charges or deductions and separately prohibit an employer from profiting from any deductions (even if the deductions are disclosed). *Compare* 20 C.F.R. 655.122(p)(1) (prohibiting undisclosed deductions without regard to the reasonableness of those deductions), *with id.* at 655.122(p)(2) (separately prohibiting deductions from which the employer or an affiliated person profits). Thus, as the ALJ explained, "the violation consists of the deduction itself"; the remedy for such violation is for the employer to return the undisclosed deductions sufficient to pay the workers their required minimum wage. D&O 39. Back wages are owed for the undisclosed deductions regardless of whether the employer profited from the deductions.

Respondent's reliance on *WHD v. Global Horizons, Inc.*, to support its argument on this point, Resp't Br. 10-11, is misplaced. Indeed, *Global Horizons* supports the ALJ's decision, not Respondent's position. In *Global Horizons*, the H-2A employer failed to disclose meal charges in the job orders, just as Respondent did here. *WHD v. Global Horizons, Inc.*, No. 2010-TAE-0002, slip

op. at 2 (OALJ Dec. 13, 2011) ("*Global Horizons II*") (discussing 20 C.F.R. 655.102(b)(13) (2005), which is substantially identical to current section 655.122(g)); *Global Horizons, Inc.*, No. 2010-TAE-0002, slip op. at 4 (OALJ Dec. 17, 2010) ("*Global Horizons I*"), *aff'd*, ARB No. 11-058 (ARB May 31, 2013). Respondent incorrectly asserts that the court in *Global Horizons* preconditioned a back-wage award on the employer having profited from the meals. Resp't Br. 11 (citing *Global Horizons I*, slip op. at 9). In reality, the *Global Horizons* court acknowledged that the employer did not profit from the meal plan, but still awarded back wages in the full amount of the undisclosed meal charges. *Global Horizons I*, slip op. 9.[4] Moreover, the *Global Horizons* court specifically rejected the arguments that an amount less than the full amount of undisclosed deductions would be proper or that the back wages should take into account the cost or fair market value of the meals. *Global Horizons II*, slip op. at 2 n.7; *see also Seasonal Ag. Servs., Inc.*, No. 2014-TAE-00006, slip op. at 3 (OALJ Dec. 5, 2014) (awarding back wages in the full amount of undisclosed deductions pursuant to section 655.122(p)(1)).

[4] While the court in *Global Horizons* discussed the significance of an employer's profit from the meal plan, the profit was relevant only to its decision to deny CMPs (discussed in detail *infra*), not to its back-wage award. *Global Horizon I*, slip op. at 9.

Respondent further argues that the Administrator improperly awarded back wages to all employees without establishing that the workers would have made a different choice had they known they would not have kitchen access and instead would have to participate in the meal plan. Resp't Br. 12. This argument is likewise misplaced. As discussed above, Respondent's violations were the failure to disclose the meal charges and the undisclosed deductions for the meals. 20 C.F.R. 655.122(g), (p), and (q). All of the workers who Respondent hired received the inaccurate disclosure and all of the workers who participated in the meal plan suffered reduction in their wages below the required minimum as a result of the undisclosed meal charges. The fact that some workers may have decided to come to the United States and work for Respondent had they known they would have to pay for the meal plan has no bearing on whether Respondent did or did not disclose the meal plan charges in the job orders as required or make undisclosed deductions from workers' pay. Thus, Respondent owes back wages to all of those workers.[5] As the ALJ concluded, a less severe consequence would deny the farmworkers

[5] As discussed *supra*, a few workers cooked on a hot plate in the dormitories and did not participate in the meal plan for a period. The Administrator's back-wage calculations did not include those workers for the periods in which they did not participate in Respondent's meal plan.

their contractual wage and encourage future employers to attempt to alter the terms of a job order upon the workers' arrival. D&O 39.

II. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(p) BY SELLING DRINKS AT A PROFIT AND IN VIOLATION OF STATE LAW AND, AS A RESULT OF THESE VIOLATIONS, AWARDED BACK WAGES.

The H-2A regulations provide that charges or deductions from workers' wages by employers are allowed only if they are "reasonable." 20 C.F.R. 655.122(p)(2). There are at least two circumstances where a deduction or charge is *per se* unreasonable and therefore prohibited:

(1) "if it includes a profit to the employer or to any affiliated person"; or

(2) if it is made for items sold "in violation of any Federal, State, or local law."

20 C.F.R. 655.122(p)(2) (incorporating by reference 29 C.F.R. Part 531 for determining whether deductions are reasonable); 29 C.F.R. 531.31; *cf. Ortiz v. Paramo*, No. 06-3062, 2009 WL 4575618, at *4 (D.N.J. Dec. 1, 2009) (*"Ortiz II")* (disallowing employer from crediting employees' beer purchases towards employer's FLSA wage obligations because employer was prohibited under New Jersey law from selling alcohol without a license).

Acting as Respondent's agent and affiliated person, Hernandez sold workers non-alcoholic drinks and beer at a profit and sold beer in violation of state law,

which made the charges for the drinks and beer unreasonable deductions from the workers' wages in violation of section 655.122(p). These unlawful deductions reduced the workers' wages below their applicable minimum wage. Accordingly, the ALJ correctly concluded that Respondent violated section 655.122(p) and ordered Respondent to pay back wages for the amount charged for the non-alcoholic drinks and the profit from the beer. D&O 54. The Board should affirm the ALJ's holding and back-wage award.

A. The ALJ Correctly Held That Respondent Violated Section 655.122(p) by Deducting Payments for Non-Alcoholic Beverages and Beer from Workers' Wages.

Through its agent Hernandez, Respondent sold non-alcoholic beverages and beer to the workers at a profit, in violation of 20 C.F.R 655.122(p)(2). As discussed *supra*, Hernandez acted as Respondent's agent and was acting in that agent capacity while selling beverages to Respondent's workers.[6] Even assuming, *arguendo*, that he was not acting as Respondent's agent when selling beverages, he was clearly an "affiliated person" under the regulations. D&O 38; *see also* WHD Bulletin No. 2012-3 ("The term 'affiliated person' includes but is not limited to

[6] The ALJ found that Hernandez acted as Respondent's agent at all relevant times. D&O 36-38. The evidence supports the conclusion that Hernandez acted with Respondent's apparent authority, at a minimum, when selling drinks because Hernandez sold drinks stored in Respondent's refrigerators from the company store located in Respondent's kitchen. Tr. 358:8-359:16.

agents, … [and] any person acting in the employer's behalf or interest (directly or indirectly), or who has an interest in the employment relationship."); Tr. 233:25-224:1. Therefore, there is no merit to Respondent's contention, Resp't Br. 16, that because the workers did not purchase drinks directly from Respondent, Respondent was not liable under section 655.122(p)(2) for Hernandez's profiteering.

By prohibiting deductions that include a profit to the employer or an affiliated person, the regulation prevents the employer or affiliated person from profiting off the employer's workforce. That is exactly what Hernandez did with the sale of each drink, and he admitted as much. Tr. 195:11-196:8. Moreover, it is the employer's burden to demonstrate that charges do not include a profit and are therefore reasonable. *Ortiz v. Paramo*, No. 06-3062, 2008 WL 4378373, at *6 (D.N.J. Sept. 19, 2008) ("*Ortiz I*") (employer failed to meet its burden that meal charges were reasonable because it failed to maintain records regarding those charges); *Ortiz II*, 2009 WL 4575618, at *3-4 (trial verdict awarding employees the full amount of charges given employer's lack of records regarding cost); *see also Donovan v. New Floridian Hotel, Inc.*, 676 F.2d 468, 474 (11th Cir. 1982) (strictly holding an employer to its burden). Respondent failed to require Hernandez to keep records of the prices of drinks that he bought and re-sold or the number of drinks sold to each of Respondent's workers. Nor did Hernandez keep

such records. Tr. 209:18-21, 361:22-24, 371:12-16. Respondent knew, moreover, that Hernandez was profiting from selling its workers drinks. PX-15, at 452:15-453:9; RX-23, at 325.

Hernandez's charges to workers for his sale of beer were also unreasonable under section 655.122(p)(2) because Hernandez sold beer without a license, in violation of state law. N.J. Stat. Ann. 33:1-2(a) (license required to sell beer in New Jersey). This is undisputed. PX-20, at 823 ¶ 21; PX-20, at 828 ¶ 5; *see also* D&O 7.

Thus, substantial evidence supports the ALJ's finding that Hernandez, acting as Respondent's agent and an affiliated person, sold non-alcoholic beverages and beer to the farmworkers at a profit and sold beer in violation of state law. D&O 7-8, 16, 20, 40-41, 42. Because section 655.122(p)(2) provides that charges or deductions are unreasonable if they include a profit to the employer or affiliated person or if they violate state law, the ALJ correctly concluded that the charges to Respondent's workers for these beverages were unreasonable and, therefore, Respondent violated section 655.122(p)(2). D&O 40-42, 54.

B. The ALJ Properly Awarded $64,960 in Back Wages for the Non-Alcoholic Beverages the Farmworkers Purchased.

As explained *supra*, when an H-2A employer makes improper charges or deductions that reduce the worker's wages below the rate promised in the job

order, the employer is required to pay the workers the amount improperly charged or deducted to raise the workers' wages back to the promised minimum rate. 20 C.F.R. 655.120, 655.122(p)(2); 29 C.F.R. 501.16(a)(2). Respondent challenges the calculation of back wages for the various non-alcoholic drinks that workers bought from Hernandez, arguing that Respondent was not required to "provide unlimited free energy drinks to its workers." Resp't Br. 15. Again, Respondent's argument reflects a fundamental misunderstanding of an H-2A employer's obligations. Nothing in the regulation or the ALJ's decision requires an employer to provide free unlimited drinks to employees. But if an employer does sell drinks to employees, it is prohibited from profiting from the sales (and from violating state law). 20 C.F.R. 655.122(p)(2). If the employer runs afoul of these requirements, through its own actions or those of an affiliated person, the employer is liable for the amount charged to employees for the drinks that reduced the employees' wage below the required minimum.[7]

[7] Furthermore, the employer is not entitled to any credit for the cost of items sold to employees (in this case, the cost of the drinks). The H-2A regulations strictly prohibit unreasonable charges or deductions and specify that "the cost" of an item underlying an unreasonable deduction "may not be included in computing wages." 20 C.F.R. 655.122(p)(2).

Respondent focuses on the availability of water in the fields in arguing that the sale of drinks did not violate the H-2A requirements. Resp't Br. 14-16. This argument is misplaced because Respondent's failure to consistently provide clean, drinkable water to its workers was not the basis for the violation or the back-wage award. Rather, the ALJ's finding regarding the lack of consistent access to clean water simply bolstered the appropriateness of awarding the full amount charged for these non-alcoholic drinks. D&O 40-41.[8] Even if Respondent had consistently provided its workers with clean, drinkable water, Hernandez's sale of beverages at a profit would still have violated the H-2A requirements and, therefore, it would still be proper to award back wages for the full amount of the drink charges that brought the workers' wages below the applicable minimum wage.

---

[8] Substantial evidence supports the ALJ's finding that the workers did not have access to potable water at certain times. D&O 18-19, 41. Workers consistently testified to clean water being unavailable, including all of the workers who testified before the ALJ. Tr. 52:15-19, 60:21-61:7 (one worker testifying he complained to Hernandez about the water's bad taste on the first day); Tr. 96:4-6, 139:21-22, 141:5-6, 162:8-11 (another worker testifying water was unavailable, and that "if a different truck would drive into the fields to sell…beverages to us, [Hernandez] would tell them to go away. We could only purchase from him."); Tr. 261:9-13 (another worker testifying about the water's bad taste); PX-11, at 287:4-7, 291:6-11 (another worker testifying the water was not clean); PX-5, at 134:2-4 (another worker testifying water was not available in eating area). While the Administrator did not dispute that there was potable water available to workers at some points, the evidence shows that it not always available to all workers.

The ALJ also properly affirmed the Administrator's back-wage calculation for the non-alcoholic drink violations. D&O 41-42. Because Hernandez and Respondent could not produce records of the workers' drink purchases, the Administrator reasonably followed the *Mt. Clemens* burden-shifting framework to determine the amount of back wages owed for the drink violations. D&O 41 (citing *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 686-89 (1946)).[9] Respondent does not appear to challenge the use of the *Mt. Clemens* framework to calculate the $64,960 that Respondent owes in back wages for non-alcoholic drinks.

C. The ALJ Properly Awarded $8,972.61 in Back Wages for the Profit Hernandez Made on the Beer Sales.

The ALJ correctly held that the Administrator reasonably calculated $8,972.61 in back pay for the profit Hernandez made on the sale of beer to

[9] Under the *Mt. Clemens* burden-shifting framework, when an employer owes back wages to employees but has failed to maintain records, an employee need only produce "sufficient evidence" to show the amount of back wages owed "as a matter of just and reasonable inference[,]" at which point the burden shifts to the employer to produce evidence of the "precise amount" of back wages owed or to negate the reasonableness of the inferences drawn from the employees' evidence. 328 U.S. at 687-88. If the employer fails to meet this burden, the court may award damages based on results that are "only approximate." *Id.* at 688.

workers. D&O 42.[10] Respondent mounts a passing challenge to the ALJ's conclusion that the Administrator's back-wage calculations regarding the beer sales were reasonable. Resp't Br. 19-20. Specifically, Respondent appears to argue that the Wage and Hour Division Investigator incorrectly calculated the costs of the beer, the number of workers who purchased beer, and the number of beers purchased. Resp't Br. 20. The Board should reject these passing arguments. As with the non-alcoholic drinks, Hernandez and Respondent failed to keep accurate records of the number of beers sold to workers and therefore the *Mt. Clemens* burden-shifting framework applies. D&O 42. As the ALJ noted, "the *Mt. Clemens* standard only requires estimates"; "precision is not required." *Id.* at n.151. For example, the ALJ concluded "it is irrelevant whether the Administrator calculated prices using numbers derived from Costco rather than Sam's Club, where Hernandez shopped" because both are "wholesale clubs and likely sell at similar prices." *Id.* Additionally, the Administrator did not include back wages for workers who testified that they did not buy beer. D&O 42. The ALJ correctly held that Respondent was unable to rebut the Administrator's calculations, *id.*, and

[10] The Administrator exercised her discretion in seeking back wages only for the profit earned from the illegal beer sales. As explained *supra*, the regulations permit the Administrator discretion to seek full back wages for unreasonable deductions (as the Administrator did for the unreasonable deductions for the non-alcoholic drinks).

on appeal, Respondent fails to point to any evidence or support for its position that the Administrator's calculations were unreasonable.

III. THE ALJ PROPERLY ASSESSED CMPs FOR RESPONDENT'S MEAL PLAN AND DRINK VIOLATIONS.

The H-2A regulations provide the Administrator discretion to assess CMPs "for each violation of the work contract, or the obligations imposed by 8 U.S.C. 1188, 20 C.F.R. Part 655, subpart B .... Each failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment required by 8 U.S.C. 1188, 20 C.F.R. Part 655, subpart B ... constitutes a separate violation." 29 C.F.R. 501.19(a). In determining the amount of CMPs to impose, the regulations direct the Administrator to consider factors including the type and gravity of violation, the employer's history of violations, the number of workers affected, efforts made to comply, commitment to future compliance, and any financial gain to the employer or loss to the workers. *Id.* at 501.19(b). Thus, in assessing CMPs, "the Administrator is vested with enforcement direction and is able to consider the totality of circumstances in fashioning an appropriate remedy for a violation." *Overdevest Nurseries, LP*, 2015-TAE-00008, at *18 (OALJ Feb. 18, 2016) (citing *WHD v. Kutty*, ARB No. 03-022, 2005 WL 1359123 (ARB May 31, 2005)).

The ALJ properly affirmed the Administrator's assessment of CMPs for Respondent's meal- and drink-related violations of section 655.122. D&O 42-43. After considering all the facts and appropriately applying the mitigating factors, the Administrator reasonably assessed one CMP for Respondent's combined meal- and drink-related violations of section 655.122, in the amount of $1,350, for each of Respondent's 147 workers. Indeed, as the ALJ concluded, the Administrator reviewed each of the mitigation criteria at 29 C.F.R. 501.19(b) and allowed a ten percent reduction as Respondent had no prior history with the H-2A program. D&O 43.

The Administrator calculated CMPs on a per-worker basis because of the seriousness of the violations, the large number of workers affected, and because Respondent made a false statement on the face of its job orders, recruiting workers to travel thousands of miles based in part on false pretenses. D&O 42-43; Tr. 849:15-23. Additionally, the Administrator reasonably combined the CMP for the various meal-and drink-related violations of sections 655.122(g), (p), and (q) into one amount per worker. As the ALJ aptly noted, however, "it was likely within the Administrator's reasonable discretion to assess separate CMPs for each violation of 20 C.F.R. 655.122(g), (p), and (q)[.]" D&O 42.

Respondent maintains that the CMP for these violations should not be assessed for each worker because the violation was a single deficient disclosure rather than each worker not being properly paid. Resp't Br. 7-8. Respondent also argues that because the Administrator assessed a single CMP for the twenty-four violations of the three-fourths guarantee, discussed *infra*, it was unreasonable for the Administrator to assess a single CMP for each worker affected by the meal and drink violations of section 655.122. Resp't Br. 8. Neither argument is persuasive. Respondent violated section 655.122 for each worker to whom it provided a job order that misrepresented how meals would be made available, and from whom undisclosed meal charges were deducted from his pay, reducing his wages below the required minimum. Similarly, Respondent violated section 655.122 for each worker whose wages were reduced below the minimum when they were charged for drinks that included a profit or were sold in violation of state law. Therefore, it was reasonable, and within the Administrator's discretion, to assess a CMP for each affected worker, especially considering the seriousness of the violation and "the large amount of workers affected." D&O 43.[11]

---

[11] Under a heading of "Estoppel/Laches/Mitigation," Respondent argues that the "prolonged delay" between the time Wage and Hour Investigators first became aware of the meal plan arrangement and the time when the Administrator notified Respondent the meal charges constituted a violation of the H-2A regulations "should call into question the Administrator's later claim as to the urgency and

Respondent also appears to argue that CMPs are improper because, it contends, it did not profit from the meal plan. Resp't Br. 10-11 (citing *Global Horizons I*, slip op. at 8-9). The court in *Global Horizons* denied the imposition of CMPs because "nothing on the record show[ed] that Global Horizons profited from" its meal plan. *Global Horizons I*, slip op. at *9.[12] Here, in contrast, substantial evidence supports the ALJ's finding that Respondent *did* profit from the meal plan. D&O 39-40. When there were surplus funds from the meal charges, Hernandez, acting as Respondent's agent, retained those funds for himself, thereby permitting Respondent to save money by paying him a lower wage, and

---

seriousness of the alleged violation." Resp't Br. 13-14. This argument has no merit. The H-2A regulations contain no requirement that Respondent be notified the moment the investigator suspects there is a violation. Thus, "the regulatory scheme contemplates a time period in which an employer may continue to violate applicable regulations, and thus accrue liability for violations" while the Administrator completes her investigation. *ME Global, Inc.*, 2013-LCA-00039, at *10 (OALJ Jul. 29, 2016), *aff'd by ME Global, Inc.*, ARB No. 2016-0087 (ARB Mar. 22, 2019). Moreover, the Supreme Court has long recognized that "[a]s a general rule, laches or neglect of duty on the part of officers of the government is no defense to a suit to enforce a public right or protect a public interest." *Utah Power & Light Co. v. United States*, 243 U.S. 389, 409 (1917); *cf. OPM v. Richmond*, 496 U.S. 414, 422 (1990) (the Supreme Court has "reversed every finding of estoppel [against the government] that [it has] reviewed").

[12] Respondent incorrectly states in a footnote, without support, that the workers in *Global Horizons* "paid more for the food provided to them than it cost the employer to purchase/prepare it." Resp't Br. 11-12 n.8. In fact, the court in *Global Horizons* denied CMPs, in part, precisely because the employer did *not* profit from the meal plan. *Global Horizons I*, slip op. 9.

Hernandez's wife received paid employment in Respondent's kitchen. D&O 39; Tr. 229:19-23, 721:10-11, 742:13-21. Moreover, the meal plan allowed Respondent to avoid a costly kitchen expansion that would have been necessary to fulfill the terms of the job orders to provide kitchen access to accommodate Respondent's large number of workers. D&O 39. As the ALJ found, "Respondent did in fact profit from the sale of meals" and the Administrator "appropriately recognized the financial gain to Respondent from the meal plan" in making her CMP calculations. D&O 40, 43.[13]

Accordingly, the ALJ correctly held that the Administrator rationally considered the facts of the violations, the large number of workers affected, and all of the mitigation criteria at 29 C.F.R. 501.19(b) and reasonably assessed a total of $198.450 in CMPs. The Board should affirm this assessment.

[13] The Administrator's CMP assessment is also appropriate in light of Respondent having profited from the sale of drinks and beer.

IV. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(i)(1) BY DISCHARGING TWENTY-FOUR WORKERS BEFORE THEY HAD WORKED AT LEAST THREE-FOURTHS OF THE WORKDAYS SPECIFIED IN THE WORK CONTRACT AND, AS A RESULT OF THESE VIOLATIONS, AWARDED BACK WAGES AND ASSESSED CMPs.

The H-2A regulations require employers "to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period … specified in the work contract." 20 C.F.R. 655.122(i)(1). An employer is absolved of liability for the three-fourth's guarantee only when a worker "voluntarily abandons employment" or is "terminated for cause," and the employer timely and properly notifies the Departments of Labor and Homeland Security. 20 C.F.R. 655.122(n); *see also* Information about the DOL Notification Process for Worker Abandonment or Termination for Cause for H-2A Temporary Agricultural Certifications, 76 Fed. Reg. 21,041, 2011 WL 1397931 (Apr. 14, 2011) (required notifications to Department of Labor).

The ALJ correctly held that Respondent violated the three-fourths requirement with regard to three groups of workers: (1) nineteen workers that Respondent terminated in May 2015; (2) four workers that Respondent laid off in August 2015; and (3) one worker who worked for Respondent until June 9, 2015. D&O 43. The substantial evidence supports the ALJ's finding that Respondent

terminated or otherwise discharged these twenty-four employees rather than them voluntarily abandoning their employment or being terminated for cause. *Id.* Based on this evidence, the ALJ correctly concluded that Respondent violated section 655.122(i), and properly affirmed the Administrator's reasonable assessment of back wages and CMPs. D&O 43. The Board should affirm that conclusion, the back-wage award, and the CMP assessment.

A. The ALJ Correctly Held That Because Respondent Terminated or Otherwise Constructively Discharged Nineteen Workers in May 2015, Respondent Violated the Three-Fourths Guarantee for Such Workers.

i. Substantial Evidence Supports the ALJ's Finding That in May 2015, Respondent Terminated Nineteen Workers Without Cause.

Substantial evidence supports the ALJ's finding that Respondent terminated nineteen workers without cause during a May 2015 meeting between Respondent and the workers. D&O 14, 44. The nineteen workers asked for a meeting with Hernandez, Russell Marino, Jr., and Joseph Marino to share their concerns about their working and living conditions. D&O 14, 43-44. The meeting became "heated" and Russell Marino, Jr. became angry at the workers' concerns and terminated the nineteen workers. D&O 44. While Respondent argues that the testimony about what happened at the May 2015 meeting was inconsistent between the workers and Respondent's witnesses, Resp't Br. 16-18, the ALJ appropriately

made a credibility determination and credited the testimony of the workers over the testimony of Respondent's witnesses. D&O 14-15, 43-44.[14] The ALJ explained her rationale for this credibility determination, stating that "the employee witnesses were consistent in describing the heated events at the meeting" while, for example, "Joseph Marino was unable to remember specifically what was said" and his hearing testimony contradicted his deposition testimony. D&O 44.

Respondent further argues that it would have been illogical for it to terminate these nineteen workers "at the peak of harvesting." Resp't Br. 17-18. The ALJ rejected this argument, finding that the evidence established that management got angry during this May 2015 meeting and "made a decision, albeit

---

[14] In a footnote, Respondent falsely states that the workers who testified in Mexico did so "under the close supervision of an anti-employer group," Centro do los Derechos del Migrant ("CDM"). Resp't Br. 17 n.10. The Board should not countenance these spurious accusations. CDM is an independent Mexican workers' advocacy group that helped the Administrator identify and locate certain witnesses. *See* ALJ Order Granting Motion for Leave to Administer Oaths Remotely in De Bene Esse Depositions, at 3 (Apr. 21, 2017). The ALJ permitted CDM to assist the workers in travelling to deposition sites in Mexico (*i.e.*, conference rooms at a hotel, government office, and co-working space) and to provide technical support for the videoconference technology, but did not allow CDM to be present in the deposition room while the workers testified. *Id.* For the hearing itself, Respondent consented to the use of the same conditions (with which the Administrator scrupulously complied at all times) for the worker witnesses who testified remotely from Mexico. *See* Letter to ALJ Timlin from Counsel for Administrator (Jun. 15, 2017). In addition, the first two employees who testified at the hearing were physically present in the courtroom, and CDM had no role in locating these witnesses or facilitating their testimony.

a rash, and perhaps illogical, decision to terminate this group of workers and then quickly replace the terminated workers." D&O 44. Ultimately, "considering the entirety of the evidence," the ALJ found that Respondent terminated the nineteen workers before they had worked the guaranteed three-fourths of the hours promised in their work contracts. *Id.*

ii. Substantial Evidence Supports the ALJ's Finding That Even Assuming, Arguendo, *Respondent Did Not Terminate the Workers in May 2015, Respondent Constructively Discharged Such Workers.*

Substantial evidence also supports the ALJ's alternative finding that even assuming, *arguendo*, Respondent did not terminate the workers in May 2015, Respondent constructively discharged such workers. D&O 44-46. "Under the constructive discharge doctrine, an employee's reasonable decision to resign because of unendurable working conditions is assimilated to a formal discharge for remedial purposes." *Pa. State Police v. Suders*, 542 U.S. 129, 141 (2004). "The inquiry is objective: Did working conditions become so intolerable that a reasonable person in the employee's position would have felt compelled to resign?" *Id.* The ALJ properly relied on the Third Circuit's nonexclusive factors from *Clowes v. Allegheny Valley Hosp.* in finding that the nineteen workers were constructively discharged. 991 F.2d 1159 (3d Cir. 1993). These factors include: "(1) a threat of discharge; (2) suggestions or encouragement of resignation; (3) a

demotion or reduction of pay or benefits; (4) involuntary transfer to a less desirable position; (5) alteration of job responsibilities; (6) unsatisfactory job evaluations." *Nuness v. Simon & Schuster, Inc.*, 325 F. Supp. 3d 535, 560 (D.N.J. 2018) (summarizing *Clowes*, 991 F.2d at 1161).

The ALJ correctly concluded that the first *Clowes* factor was satisfied because during the workers' first days on the job Hernandez threatened to send the workers home to Mexico and several of the nineteen workers testified that after the May 2015 meeting they understood that Russell Marino, Jr. had decided they would not be allowed to continue working and "needed to leave." Tr. 39:8-10, 65:16-17, 80:24-81:3, 107:18-20, 107:21-108:1, 125:11-13, 125:21-23, 129:1-12; PX-3, at 101:16: PX-9, at 232:20-21, 233:12-15, 258:17-23; PX-11, at 305:6-8. This evidence supports the ALJ's finding that this factor "weighs considerably toward a finding of constructive discharge." D&O 45.

The ALJ also correctly concluded that the third and fifth *Clowes* factors concerning a reduction of benefits and an alteration of job responsibilities, respectively, were satisfied. D&O 45-46. As outlined *supra*, the record shows that "[d]espite assurances Respondent made on the job order—the employment agreement both sides agreed upon prior to the summer 2015 growing season," workers did not, in fact, have the promised kitchen access and instead had to pay

for a meal plan. D&O 45. Thus, the ALJ concluded that the change to the meal arrangement "materially reduced the workers' benefits[,]" satisfying the third *Clowes* factor. *Id.* Furthermore, while the job orders stated that the workday was seven hours on weekdays and only five hours per weekend and that workers would "not be required to" work additional hours, JX-1, at 1, 9 ¶ 11; JX-3, at 42, 50 ¶ 11, Respondent required the workers to regularly work twelve-hour days. D&O 46. Although the job orders did provide that workers "may be requested" to work overtime, the ALJ found that "Hernandez told the workers where, when, and how long to work and … often directed them to work twelve hour days." *Id.* Accordingly, the ALJ concluded that this "material change to the workers' responsibilities as listed on the job orders" satisfied the fifth *Clowes* factor. *Id.*

The ALJ explained that although the other *Clowes* factors were not satisfied, such as involuntary transfer and unsatisfactory job evaluations, those factors were not applicable to "the working situation at Respondent's farm." D&O 46. Not all *Clowes* factors have to be satisfied to sustain a finding of constructive discharge, as they are "neither absolute nor comprehensive." *Nuness*, 325 F. Supp. 3d at 560. Instead, the court should consider the factors relevant to the employee's particular job position when analyzing whether working conditions were so intolerable that a reasonable employee would have felt forced to leave. Here, the ALJ did just that

and concluded that the Administrator had "preponderantly established" that Respondent constructively discharged the nineteen workers in May 2015. D&O 46.

In addition to the *Clowes* factors, the ALJ properly considered Wage and Hour Division guidance on constructive discharge in the H-2A context. D&O 46. WHD Bulletin 2012-1 provides that "[c]onstructive discharge may exist when a worker leaves the job because the housing conditions in which the worker is required to live are intolerable and violate applicable safety and health standards." WHD Bulletin 2012-1, at 5 (Feb. 28, 2012). As explained *infra*, the ALJ held that Respondent violated numerous provisions of the H-2A regulations concerning housing conditions and transportation safety. The record shows that the nineteen workers' living conditions included broken screens and uncovered trashcans, which encouraged the presence of insects and other pests, and the bathrooms lacked adequate hot water. Additionally, Respondent used unlicensed drivers and unsafe vehicles to transport workers between the dormitories and the fields. The ALJ also found that when the workers first arrived at Respondent's farm, there were no bathrooms facilities in the fields and no drinking water. D&O 46. The ALJ correctly concluded that these "intolerable" conditions violating "applicable safety and health standards" are the type contemplated by the Wage and Hour

Division that cause workers to be constructively discharged. *Id.* (citing WHD Bulletin 2012-1, at 5).

Respondent argues that because some of Respondent's workers endured these same conditions but worked for Respondent for the entire season, a "reasonable person" could not have felt compelled to leave. Resp't Br. 18. The Board should reject this argument. The constructive discharge inquiry is objective, *Suders*, 542 U.S. at 141, and does not require the court to look to whether some workers decided to endure awful conditions. Instead, the constructive discharge inquiry focuses on whether the workers who actually departed did so after enduring objectively intolerable conditions. *Id.* Moreover, the nineteen workers were the only workers who actually raised concerns about their working conditions, asked for the May 2015 meeting with Respondent, attended the meeting where Russell Marino, Jr. yelled at them, and had their concerns ignored. Thus, an objective person in those nineteen workers' position would have felt compelled to leave.

Whether formally terminated or constructively discharged, the ALJ correctly found, D&O 46, that none of the nineteen workers who left Respondent's farm in May 2015 "voluntarily abandon[ed] employment" or were "terminated for cause." 20 C.F.R. 655.122(i)(5). Because this termination or constructive discharge

occurred in May 2015, just a few weeks into the growing season, the ALJ concluded that Respondent violated section 655.122(i)(1)'s three-fourths guarantee to these workers. D&O 46.

B. The ALJ Correctly Held That in August 2015, Respondent Laid Off Four Workers Without Meeting the Three-Fourths Guarantee for Such Workers.

The ALJ correctly held that of the forty-four workers that Respondent conceded that it laid off in August 2015 "due to inclement weather and lack of work[,]" Respondent did not meet the three-fourths guarantee for four of them. D&O 47; PX 1; Tr. 702-04. As an initial matter, it bears noting that Respondent essentially conceded this violation before the ALJ. At the hearing before the ALJ, Respondent's counsel agreed that "the Administrator provided accurate calculations as to the Respondent's three-fourths violations concerning" the four workers. D&O 47. Because these calculations necessarily encompassed the three-fourths violations themselves, Respondent effectively agreed that it had committed these violations. Further, in its post-hearing brief, Respondent "did not discuss or otherwise defend against the alleged three-fourths guarantee violation concerning these four workers." *Id.* Accordingly, the ALJ properly held that Respondent violated the three-fourths guarantee concerning four of the forty-four workers it laid off in August 2015 and, therefore, back pay was warranted. *Id.*

Despite having arguably waived any challenge to this finding of violation, Respondent alleges that these four workers had been sick or injured for some period before August 2015 and thus were *offered* at least three-fourths of the workdays specified in the contract, but did not *work* three-fourths of the workdays. Resp't Br. 19. Respondent cites to no evidence, however, to support this contention. Indeed, there is no support in the record for any such contention because Respondent admitted that it did not keep records of "the number of hours of work offered each day by the employer (broken out by hours offered both in accordance with and over and above the three-fourths guarantee)" required to assert this defense. 20 C.F.R. 655.122(j)(1); *see also* PX-16 (Deposition of Sun Valley Pursuant to Rule 18.64(b)(6)) at 540:21–541:7, 557:25–558:13; Tr. 645:24-646:3, 648:16-649:5, 706:5-13 (neither of Respondent's two payroll systems "keep track of the number of hours that a worker at Sun Valley is offered").

C. The ALJ Correctly Held That Respondent Violated the Three-Fourths Guarantee Concerning Jose Islas Larraga.

The ALJ correctly found that the record contained no evidence that Jose Islas Larraga abandoned his job in June 2015, but even if he did, the ALJ noted that the regulations "would only relieve Respondent of the three-fourths guarantee liability if it provided timely notice to the Department" that Islas Larraga's employment had ended. D&O 47 (citing 20 C.F.R. 655.122(n)). On appeal,

Respondent does not specifically address the ALJ's holding that Respondent violated the three-fourths guarantee concerning Islas Larraga. Instead, without naming Islas Larraga specifically, Respondent appears to group him with the four workers laid off in August 2015 and assert the same argument for him that it asserted for the four workers (i.e., that it offered sufficient hours to meet the three-fourths guarantee, but due to illness or injury, the workers did not work all the hours offered). Resp't Br. 19. As with the four laid-off workers, however, Respondent failed to keep the records required to assert that defense.[15] Moreover, the record shows that Respondent did not provide the requisite governmental notice of Islas Larraga's departure. Tr. 419:16-22, 436:4-10, 558:9-561:10. Therefore, the Board should affirm the ALJ's holding that Respondent violated the three-fourths guarantee concerning Islas Larraga.

D. The ALJ Properly Awarded $142,728 in Back Wages and Assessed a Single CMP of $1,350.

The ALJ correctly affirmed the Administrator's reasonable computation of $142.728 in back wages for the twenty-four workers and assessment of a single $1,350 CMP for the violations of the three-fourths guarantee. D&O 47-49. On

[15] Additionally, Islas Larraga's last day of work for Respondent was June 9, 2015, not "near the end of the season" as Respondent asserts. Resp't Br. 19. Given this timing, it is unlikely that Islas Larraga was offered sufficient work to satisfy the three-fourths guarantee.

appeal, Respondent challenges only the ALJ's conclusion that Respondent violated the three-fourths guarantee for these twenty-four workers, and not the ALJ's conclusion that the Administrator properly calculated back wages and CMPs. The Board should affirm the ALJ's back-wage award and CMP assessment.

V. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 29 C.F.R. 501.5 BY ATTEMPTING TO OBTAIN WAIVERS FROM ITS EMPLOYEES OF THE THREE-FOURTHS GUARANTEE AND, AS A RESULT OF THESE VIOLATIONS, ASSESSED CMPs.

The H-2A regulations prohibit an employer from seeking "to have an H-2A worker … waive any rights conferred under 8 U.S.C. 1188, 20 C.F.R. part 655, subpart B," which includes the three-fourths guarantee provided in section 655.122(i). 29 C.F.R. 501.5. That, however, is exactly what Respondent did. By having the workers sign forms falsely stating that they were voluntarily resigning, Respondent effectively sought to have these workers waive their three-fourths guarantee. Substantial evidence supports the ALJ's finding that after the May 2015 meeting in which Respondent terminated nineteen workers, Respondent had the nineteen workers sign worker departure forms that "mischaracterized the reasons for their leaving as needing to return home to care for a sick or dying loved one." D&O 19-21; *see also* D&O 49 (noting that Respondent admitted that the workers had no sick or deceased family members). Respondent also had the

workers it laid off in August 2015 sign similar forms. D&O 21. The record shows that Respondent did not allow the workers to attest to the true reason they left. D&O 19-20; Tr. 83:10-13, 108:7-11, 109:25-110:15, 149:13-14, 225:23-25, 274:9-12, 21-23, 732:15-16, 768:24-769:4, 769:13-20. Consistent with the false information provided on their forms, Respondent notified the Departments of Labor and Homeland Security that the workers left voluntarily, rather than after being terminated. PX-39, at 1191-95, 1198-1200 (notifications); Tr. 409:5-12, 748:20-24, 753:12-754:2; *cf.* Tr. 754:23-34 (Respondent conceding that the August workers were "terminated without cause"). Respondent admitted that the purpose of the forms was to absolve itself of the three-fourths guarantee requirement and "to protect against … this lawsuit." D&O 19-20; PX 15 at 475; Tr. 748.

Contrary to Respondent's contention, Resp't Br. 21, it is irrelevant whether Respondent used the forms to prove to the Wage and Hour Division Investigator or the ALJ that the workers voluntarily abandoned their jobs. Because 29 C.F.R. 501.5 prohibits *attempting* to coerce workers to waive their rights, the violation was complete when Respondent convinced the workers to sign the form. As the ALJ explained, "the worker departure forms effectively waived the farmworkers' right to the three-fourths guarantee; Respondent coerced the farmworkers into doing so." D&O 50. Therefore, the ALJ correctly held that Respondent violated

29 C.F.R. 501.5 by attempting to obtain waivers from the workers of the three-fourths guarantee and that the Administrator's imposition of a single $1,350 CMP was reasonable. D&O 50. The Board should affirm the ALJ's holding.

VI. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(d)(1) BY PROVIDING INADEQUATE HOUSING AND, AS A RESULT OF THESE VIOLATIONS, ASSESSED CMPs.

A. The ALJ Correctly Held That Respondent Failed to Maintain Worker Housing in the Conditions Required.[16]

H-2A employers are required to provide housing to their H-2A workers. 20 C.F.R. 655.122(d)(1). There are specific standards that employer-provided housing must meet. *Id.* at 655.122(d)(1)(i) (incorporating by reference the housing standards set out at 20 C.F.R 654.404-.417).[17] Respondent failed to provide housing to its workers that was compliant with four of these housing standards.

---

[16] Respondent failed to brief this issue in detail, saying only "[t]here are some CMP-only claims included in the Decision with respect to the number of … torn screens … that will be identified briefly here, and discussed further in Respondent's brief on appeal later." Resp't Br. 20. It devoted one sentence to disputing the housing violation. *Id.*

[17] The standards were revised slightly in 2016, solely to "update[e] outdated terminology." Workforce Innovation & Opportunity Act, 81 Fed. Reg. 56,072, 56,280 (Aug. 19, 2016). This brief cites to the version of the regulations in effect in 2015.

"All outside openings" in Respondent's housing facility were required to "be protected with screening of not less than 16 mesh," 20 C.F.R. 654.408(a), and "[a]ll screen doors … be tight fitting, in good repair, and equipped with self-closing devices," *id.* at 654.408(b). The record shows, and Respondent admitted at the hearing, that the bathroom windows lacked screens, Tr. 202:20-203:1, and several photographs and testimony from the Wage and Hour Division Investigator proved that at least two dormitory screen doors were ripped or had holes, PX-28, at 1048-52; Tr. 324:3-5. D&O 18.

The regulations also required Respondent to maintain "fly-tight, clean containers [for garbage and refuse] in good condition" near the worker housing. 20 C.F.R. 654.414(a). The record shows that Respondent failed to maintain "fly-tight, clean containers" as it provided large refuse containers, but then left them completely uncovered and provided no lids. D&O 13, 18; Tr. 324:12-15, 329:1-10, 332:1-6; PX-28, at 1053-55; *see also Howard v. Malcolm*, 658 F. Supp. 423, 433 (E.D.N.C. 1987) ("garbage cans … without tops" violated Occupational Safety and Health Administration's comparable "fly-tight" container requirement.).

Respondent was also required to provide "all occupants" with "[b]athing and hand washing facilities, supplied with hot and cold water under pressure." 20 C.F.R. 654.412(a). The record shows that Respondent's workers frequently had no

hot water with which to shower. D&O 6-7; *see also* Tr. 30:8-11, 103:24-104:5, 199:22-200:2, 200:25-201:1; PX-7, at 189:2-6; PX-11, at 288:2-6.

The record evidence shows that Respondent failed to provide housing that met the applicable housing standards, and Respondent has pointed to no evidence suggesting otherwise. D&O 50. Accordingly, the ALJ correctly held that Respondent violated 20 C.F.R. 655.122(d)(1). D&O 50-51. The Board should affirm the ALJ's holding.

B. <u>The ALJ Properly Assessed $3,150 In CMPs.</u>

The Administrator assessed $3,150 in CMPs for four violations of 20 C.F.R. 655.122(d)(1)—the unscreened bathroom windows, the faulty dormitory screen windows and doors, the uncovered garbage cans, and the hot water shortage. D&O 50. The ALJ correctly held that the Administrator clearly established each of the four violations and reviewed and applied the various applicable mitigation factors at 29 C.F.R. 501.19(b) and "reasonably reduced the CMPs to $3,150." D&O 50-51. The ALJ correctly affirmed the imposition of $3,150 in CMPs for these four violations and Respondent has pointed to no evidence suggesting otherwise. The Board should accordingly affirm the ALJ's CMP assessment.

VII. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED 20 C.F.R. 655.122(h)(4) THROUGH ITS USE OF SUBSTANDARD TRANSPORTATION AND UNLICENSED DRIVERS AND, AS A RESULT OF THESE VIOLATIONS, ASSESSED CMPs.

A. The ALJ Properly Held That Respondent Used Substandard Transportation and Unlicensed Drivers.[18]

The H-2A regulations require "[a]ll employer-provided transportation" to "comply with all applicable Federal, State or local laws and regulations." 20 C.F.R. 655.122(h)(4). The ALJ found, and the record supports, that "Respondent transported the workers from the dormitory area to the fields in unsafe vehicles with unlicensed drivers," in violation of state and federal law. D&O 21; 29 C.F.R. 500.105(b)(1)(iii) (drivers of H-2A-employer-provided transportation must have a "valid permit qualifying the driver to operate the type of vehicle driven by him in the jurisdiction by which the permit is issued") (incorporated by reference in 20 C.F.R. 655.122(h)(4)); *see also* N.J. Stat. Ann. 39:3-10 (2015) (prohibiting driving on a "public highway" in New Jersey absent a license or permit). Specifically, the ALJ found that of the five buses used to transport farmworkers from the dormitories to the fields and that the Wage and Hour Division Investigator

[18] Respondent does not address this issue in its opening brief beyond one sentence stating that "[t]here are some CMP-only claims included in the Decision, with respect to … van drivers … that will be identified briefly here, and discussed further in Respondent's brief on appeal later." Resp't Br. 20.

inspected, three had worn, unsafe tires and one had a broken rear turn signal. D&O 8. Substantial evidence also supports the ALJ's finding that Hernandez would allow any of Respondent's workers to drive "if the worker had a Mexican driver's license or driving experience" and that when the Investigator requested the driver's licenses of each driver he observed driving a bus, "none of the five workers … could provide him with a U.S. driver's license." D&O 8-9; Tr. 401:4-14. Accordingly, the ALJ properly held that Respondent used substandard transportation and unlicensed drivers in violation of section 655.122(h)(4) and Respondent has pointed to no evidence suggesting otherwise. D&O 52. The Board should affirm the ALJ's holding.

B. <u>The ALJ Properly Assessed $7,500 in CMPs.</u>

The Administrator assessed $7,500 in CMPs for the transportation violations. The ALJ correctly held that the "Administrator reasonably assessed CMPs against Respondent" given the clear violations and "reasonably assessed reductions of the CMPs" after reviewing the mitigation factors at 29 C.F.R. 501.19(b). D&O 52-53. The ALJ noted that, given the gravity of the vehicle violations "involving a threat to the health and safety of Respondent's workers," the Administrator was "lenient" to apply *any* of the mitigation factors. D&O 53 (emphasis added). The Board should affirm the ALJ's CMP assessment.

CONCLUSION

For the foregoing reasons, the Administrator respectfully requests that the Board affirm the ALJ's determination that Respondent engaged in six serious violations of the H-2A program and, accordingly, Respondent owes the $344,945.80 in back wages and $211,800 in civil money penalties determined by the ALJ.

Respectfully submitted,

KATE S. O'SCANNLAIN
Solicitor of Labor

JENNIFER S. BRAND
Associate Solicitor

SARAH K. MARCUS
Deputy Associate Solicitor

RACHEL GOLDBERG
Counsel for Appellate Litigation

/s/ Amelia Bell Bryson
AMELIA BELL BRYSON
Attorney
U.S. Department of Labor
Office of the Solicitor
200 Constitution Avenue, NW
Suite N-2716
Washington, DC 20210
(202) 693-5336
Bryson.Amelia.B@dol.gov

CERTIFICATE OF SERVICE

I hereby certify that on March 20, 2020, the foregoing Administrator's Response Brief was served, by consent, via e-mail on the following:

Christopher J. Schulte, Esq.
CJ Lake, LLC
cschulte@cj-lake.com

/s/Amelia Bell Bryson
AMELIA BELL BRYSON
Attorney

U.S. Department of Labor

Administrative Review Board
200 Constitution Ave. NW
Washington, DC 20210-0001

In the Matter of:

ADMINISTRATOR, WAGE AND, HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR,

PLAINTIFF,

v.

SUN VALLEY ORCHARDS, LLC,

RESPONDENT.

ARB CASE NO. 2020-0018

ALJ CASE NO. 2017-TAE-00003

DATE: May 27, 2021

Appearances:

For the Complainants:
Christopher J. Schulte, Esq.; *CJ Lake, LLC*; Washington, District of Columbia

For the Respondent:
Kate S. O'Scannlain, Esq., Jennifer S. Brand, Esq., Sarah K. Marcus, Esq., Rachel Goldberg, Esq.; and Amelia Bell Bryson, Esq.; *Office of the Solicitor, U.S. Department of Labor*; Washington, District of Columbia

Before: James D. McGinley, *Chief Administrative Appeals Judge*; James A. Haynes and Stephen M. Godek, *Administrative Appeals Judges*

DECISION AND ORDER

PER CURIAM. This case arises under the worker protection provisions of the H-2A temporary agricultural worker program of the Immigration and Nationality Act (INA) and the H-2A implementing regulations.[1] The Administrator of the Wage and Hour Division, United States Department of Labor (Administrator), filed a Notice of Determination, finding that Sun Valley Orchards, LLC (Respondent) violated multiple H-2A program regulations through the actions of its agent, Agustin Hernandez. The Administrator assessed back wages and civil money penalties (CMPs) against the Respondent for violating the governing H-2A regulations.

Respondent requested a hearing, and the Administrator referred the matter to the Office of Administrative Law Judges (OALJ). After a hearing, an Administrative Law Judge (ALJ) issued a Decision and Order Affirming in Part and Modifying in Part the Administrator's Findings (D. & O.). The ALJ found that Respondent violated several of the H-2A program requirements and owed a total of $344,945.80 in back wages and $211,800 in CMPs.

Respondent appealed the ALJ's findings to the Administrative Review Board (Board). After considering the record and the parties' arguments, we conclude that the ALJ correctly determined that Respondent committed serious violations of the H-2A program requirements and, as a result of these violations, the ALJ properly awarded back wages and assessed CMPs. Therefore, we affirm the ALJ's decision.

BACKGROUND

Respondent is a New Jersey farm owned by the Marino family, including brothers Russell and Joseph.[2] At all relevant times, Respondent employed Hernandez as its supervisor of the farmworkers.[3] Hernandez supervised the workers in every aspect of their lives and work. Hernandez oriented the workers, maintained their housing facilities, sold them meals and drinks, oversaw

---

[1] *See* 8 U.S.C. § 1188(c); 20 C.F.R. § 655, Subpart B; 29 C.F.R. § 501.

[2] D. & O. at 3. Both brothers play a role in the events that give rise to this appeal.

[3] *Id.* at 4, 9-11.

transportation, and distributed pay.[4] Workers paid Hernandez for meals, drinks, housing, and transportation.[5]

Respondent filed two job orders with the Department of Labor (Department) to hire H-2A workers to pick produce crops from April 13 to October 10, 2015.[6] It was Respondent's first time utilizing the H-2A program.[7] In these job orders, Respondent represented to the Department and the H-2A workers that it would "furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer housing so that workers may prepare their own meals."[8]

During the 2015 growing season, the H-2A workers, and many of Respondent's domestic workers, lived at Respondent's housing facility.[9] However, the kitchen at the workers' housing facilities was not large enough to allow the workers to cook their own meals after returning from their shifts.[10] Instead, Hernandez managed a meal plan for the workers, as instructed by Respondent, in which Hernandez would provide cooked food for a fee of $75 to $80 per week.[11] All of the H-2A workers participated in the meal plan at some point.[12] Respondent owned the kitchen, paid its utility bills, and directed Hernandez to maintain records of meal purchases and not to make a profit from the meal plan.[13] The workers did not pay Respondent directly for the meal plan. Instead, Hernandez would take the workers' checks to the bank to cash them and then return the remaining money after deducting the amount owed for the meal plan.[14]

The farmworkers harvested asparagus and peppers. The workers' shifts lasted for twelve hours each day with only a single, one-hour, break.[15] Potable

---

4 *Id.* at 9-11.
5 *Id.* at 11.
6 *Id.* at 3-4.
7 *Id.* at 20.
8 *Id.* at 15.
9 *Id.* at 4.
10 *Id.* at 12.
11 *Id.* at 10.
12 *Id.* at 4, 40.
13 *Id.* at 8, 10.
14 *Id.* at 8.
15 *Id.* at 9.

drinking water and clean bathroom facilities were not consistently available to the workers while working in the fields.[16]

Many other aspects of the workers' living and working conditions were inadequate. The workers' dormitories had dirty bathrooms without hot water and two broken sinks.[17] The windows and doors lacked screens and garbage cans lacked lids, which attracted flies and other pests.[18] Respondent transported the workers from the dormitories in unsafe school buses that were driven by workers who were not licensed drivers.[19] A Wage and Hour Division (WHD) investigator found that three of the five buses used by Respondent had worn, unsafe tires and one that had a broken rear turn signal.[20]

Hernandez sold non-alcoholic beverages to the workers in the kitchen and while he supervised them in the fields.[21] He also sold beer to the workers from the kitchen, though he did not have a state license to sell alcohol.[22] Hernandez did not maintain records of the drink sales.

In May 2015, nineteen workers sought a meeting with management to raise concerns about their living and working conditions.[23] Workers testified that Russell Marino was very angry at the meeting and fired the workers.[24] Respondent subsequently distributed worker departure forms that falsely stated the workers were resigning because of personal issues, such as a sick family member.[25] Respondent did not allow the workers to state on the forms that they were fired.[26] Respondent provided the forms to Department and other government agencies after the workers signed them.[27] Russell Marino testified that he listed a false reason for the workers' departure because he did not want to make it harder for the workers to

---

16 *Id.* at 18-20.
17 *Id.* at 6-7, 29.
18 *Id.* at 46.
19 *Id.* at 8, 21.
20 *Id.* at 8.
21 *Id.* at 16.
22 *Id.* at 7.
23 *Id.* at 14.
24 *Id.* at 14-15, 44.
25 *Id.* at 19-20.
26 *Id.* at 20.
27 *Id.* at 20, 49.

find work later with a mark on their record but he also admitted it was to "protect against . . . this lawsuit."[28] Respondent replaced the workers with other H-2A workers.[29]

In August, Respondent laid off another group of forty-four workers because of a pepper crop failure.[30] Respondent had these workers also sign forms falsely stating their reasons for leaving.[31]

The WHD investigated Respondent to ensure compliance with H-2A regulations during the 2015 growing season.[32] On June 22, 2016, the Administrator issued a Notice of Determination after the investigation, alleging multiple violations of the H-2A program and assessing $369,703.22 in back wages and $212,250 in CMPs against Respondent.[33] Respondent requested a hearing before an ALJ, and the Administrator referred the matter to the OALJ.[34]

ALJ DECISION

The ALJ held an evidentiary hearing on July 18 through 21, 2017 and issued her decision on October 28, 2019.[35] The ALJ made several narrative findings of fact, including that "[k]itchen access was unavailable or otherwise denied" to the workers and that Respondent informed the workers that they could purchase a meal plan for $75 to $80 a week.[36] The ALJ also found that potable water and clean bathroom facilities were only sporadically available, especially in the fields, and that the workers' housing was inadequate.[37] Further, the ALJ found that Respondent fired the nineteen workers in May 2015 after the contentious meeting and that Respondent provided the terminated workers with worker departure forms that gave false reasons for leaving.[38]

---

28 *Id.* at 19-20.
29 *Id.* at 17.
30 *Id.* at 12.
31 *Id.* at 20-21.
32 *Id.* at 6.
33 *Id.*
34 *Id.*
35 *Id.* at 2, 6.
36 *Id.* at 20.
37 *Id.*
38 *Id.* at 20-21.

The ALJ then discussed the Administrator's violation findings and the back wages and CMPs assessed against Respondent. As an initial matter, the ALJ found that Hernandez acted as Respondent's agent at all relevant times with actual and apparent authority.[39] Under 20 C.F.R. § 655.122(p), the ALJ held that the Administrator properly found that Respondent unlawfully deducted from the workers' wages for the meals, non-alcoholic beverages, and beer under 20 C.F.R. § 655.122(g), (p), and (q).[40] Under 20 C.F.R. § 655.122(p), Respondent could not make deductions from the workers' pay that provided a profit or violated any law.

The ALJ found that Respondent was required to remit back pay for the deductions made from the workers' wages for the meals and non-alcoholic beverages.[41] Under 20 C.F.R. § 655.122(p)(1), job orders must list any deduction not required by law. The ALJ found that Respondent failed to note the deductions for the meal plan in the job orders, depriving the workers of the wage promised to them in the job order.[42] The ALJ explained that the assessment of the entire amount deducted from the workers for the meal plan provided them their contractual right to the wage promised in the job orders and provided a deterrent effect to future employers who may also attempt to alter the terms of the job order upon the workers' arrival.[43] Thus, ALJ affirmed the Administrator's $128,285 back wage assessment for the amount that Hernandez deducted for the meal plan. The ALJ also upheld the Administrator's decision to assess one $1,350 CMP per affected worker for all of the meal and drink violations, totaling $198,450.[44]

The ALJ further found that Respondent profited from the sales of the non-alcoholic beverages to the workers. The ALJ approved of the WHD's use of the *Anderson v. Mt. Clemens Pottery Co.*,[45] method for calculating the back pay, in which an employee need only show a just and reasonable inference of the amount owed if the employer fails to keep records documenting the unpaid wages. However, the ALJ found the preponderance of the evidence established the workers

---

39 *Id.* at 36.

40 *Id.* at 35.

41 *Id.* at 39-40.

42 *Id.* at 39.

43 *Id.*

44 *Id.* Under H-2A regulations at the time of the assessment, CMPs may not exceed $1,500 per violation. 29 C.F.R. § 501.19(c) (2010).

45 328 U.S. 680 (1946).

purchased an average of 4 drinks a day rather than the Administrator's finding of 4.42.[46] Therefore, the ALJ modified the back wages from $71,790.08 to $64,960.[47]

The ALJ found that the beer sales were also unlawful deductions because Hernandez sold beer without a license in violation of New Jersey law[48] and ordered Respondent to remit the $8,972.61 of profits from the sales.[49]

The ALJ next found the Administrator properly found that Respondent discharged twenty-four workers before they had been offered work for at least three-fourths of the workdays specified in the job orders in violation of 20 C.F.R. § 655.122(i)(1).[50] For the nineteen workers who left after the meeting with management in May 2015, the ALJ recalled the workers' consistent testimony that Russell Marino became hostile to the workers and terminated their positions in anger.[51] The ALJ credited the workers' testimony over Joseph Marino's testimony regarding the meeting because he "was unable to specifically remember what was said" during the argument.[52] Therefore, the ALJ found that Respondent terminated the nineteen workers' employment before they worked the three-fourths of the hours promised in the job orders and was liable for any back pay because of the terminations.[53]

The ALJ further found that Respondent violated the three-fourths guarantee for four of the workers that were laid off in August 2015 because of a crop failure. The ALJ noted that counsel for Respondent agreed to the Administrator's calculations of the hours given to the four workers at the hearing and did not defend against the alleged violation in its post-hearing brief.[54] The ALJ also found that

---

46 D. & O. at 41.

47 *Id.* at 42.

48 The parties stipulated that the beer sales violated New Jersey state law. *Id.* at 38.

49 *Id.* at 42. Because Hernandez failed to maintain records for the beer sold to workers, the Administrator also employed the *Mt. Clemens* method in determining the profits from the beer sales, which the ALJ found to be reasonable. *Id.* at 41.

50 *Id.* at 43.

51 *Id.* at 43-44.

52 *Id.* at 44.

53 *Id.* The ALJ also found in the alternative that Respondent constructively discharged the workers through the poor working and living conditions. *Id.* at 44-46.

54 *Id.* at 47.

Respondent failed to satisfy its guarantee for one worker, Jose Islas Larraga, because the record contained no evidence that he abandoned his job.[55]

The ALJ affirmed the Administrator's $142,728.22 assessment of back wages for the three-fourths violations, noting that Respondent did not contest the calculations for the nineteen workers and Larraga and was unable to prove that the calculations for the four workers were unreasonable.[56] The ALJ further found that the Administrator's assessment of one $1,350 CMP for the violations was reasonable.[57]

Next, the ALJ affirmed the Administrator's single $1,350 CMP for Respondent's unlawful attempts to cause the workers to waive their three-fourths guarantee.[58] The worker departure forms provided by Respondent to the Department falsely stated that the workers left voluntarily for personal reasons, which Respondent admitted was false.[59] Though the forms did not expressly state that they were giving up their three-fourths guarantee, the ALJ noted that the misrepresentation that they left voluntarily would proximately cause the workers to waive the guarantee under 20 C.F.R. § 655.122(n).[60]

The ALJ affirmed the Administrator's $3,150 CMP for Respondent's inadequate housing conditions, including the missing screens, uncovered garbage cans, and shortage of hot water, that violated § 655.122(d)(1).[61] The ALJ also affirmed the Administrator's $7,500 in CMPs for Respondent's use of substandard transportation and unlicensed drivers in violation of § 655.122(h)(4).[62]

---

55 *Id.*

56 *Id.* at 47-48.

57 *Id.* at 48. Respondent does not contest the back pay and CMP calculations on appeal.

58 *Id.* at 49-50. Respondent does not contest the calculation of the CMP on appeal.

59 *Id.*

60 *Id.* at 49.

61 *Id.* at 50. The ALJ did find that the Administrator's $450 CMP for a mattress found on the ground of the dormitories was unreasonable because the evidence did not establish that the mattress was unlawfully unclean. *Id.* at 51-52.

62 *Id.* at 52-53. Respondent does not contest the CMPs for the transportation violations on appeal.

In total, the ALJ imposed $344,945.80 in back wages and $211,800 in CMPs against Respondent.[63] Respondent petitioned for review of the decision thereafter.

JURISDICTION AND STANDARD OF REVIEW

The Board has jurisdiction to hear appeals concerning questions of law or fact from ALJ final decisions in cases under the INA's H-2A provisions and its implementing regulations.[64] The Board will affirm the ALJ's factual findings if supported by substantial evidence but reviews all conclusions of law de novo.[65] Substantial evidence is "such relevant evidence as a reasonable mind might accept as adequate to support a conclusion."[66]

DISCUSSION

Respondent presents many arguments against several aspects of the ALJ's decision on appeal. Respondent contests the ALJ's finding that at all relevant times, Hernandez acted as Respondent's agent. Respondent also contests the ALJ's findings against it for the unlawful meal and drink deductions, the three-fourths guarantee violations, and the attempted waiver violation. We shall address each argument in turn.

1. Hernandez's Status as an Agent of Respondent

---

63 *Id.* at 53-54. The total back wages and CMPs included: $128,285 in back wages and $198,450 in CMPs for the meal-related violations; $64,960 in back wages for the soft drinks sold; $8,972.61 in back wages for the beer sold; $142,728.22 in back wages and $1,350 in CMPs for the three-fourths guarantee violations; $1,350 in CMPs for the attempted waiver; $3,150 in CMPs for the inadequate housing; and $7,500 for the substandard transportation and unlicensed drivers. *Id.* at 54-55.

64 Secretary's Order No. 01-2020 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board (Secretary's discretionary review of ARB decisions)), 85 Fed. Reg. 13186 (Mar. 6, 2020); 20 C.F.R. § 655.845; 29 C.F.R. § 501.42.

65 *Adm'r, Wage and Hour Div. v. Fernandez Farms, Inc.*, ARB No. 2016-0097, ALJ No. 2014-TAE-00008, slip op. at 2 (ARB Sept. 16, 2019).

66 *Biestek v. Berryhill*, 139 S. Ct. 1148, 1154 (2019) (quoting *Consol. Edison Co. v. NLRB*, 305 U.S. 197, 229 (1938)).

Respondent contests the ALJ's finding that Hernandez acted as Respondent's agent while operating the meal plan and selling the workers beer, thereby making Respondent liable for his unlawful actions. Respondent claims that the principles of agency do not apply because "the theory in this case is breach of contract" and that Hernandez acted independently when operating the meal plan by using the workers' payments to buy food and compensate kitchen staff. The ALJ found that Hernandez acted as Respondent's agent at all relevant times, with both actual and apparent authority over the workers and, therefore, his actions were "legally equivalent to the actions of Respondent."[67]

First, we conclude that the ALJ correctly held that common law agency principles apply to violations arising under the INA, including the H-2A regulations.[68] Therefore, an H-2A employer is liable for its employee's unlawful actions while acting under actual or apparent authority of the employer.[69]

The ALJ found that Hernandez acted with actual authority when he administered the meal plan. An agent acts with actual authority "when at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act."[70] Here, Respondent told Hernandez to operate the same meal plan that Respondent had used for workers before engaging in the H-2A program. It had Hernandez attend Department training sessions concerning meal plans, and instructed Hernandez to maintain the records of the food and beverage sales and to comply with the H-2A program requirements.[71] Under these

---

67 D. & O. at 36.

68 *See Ramos-Barrientos v. Bland*, 661 F.3d 587, 601 (11th Cir. 2011); *Arriaga v. Fla. Pac. Farms, L.L.C.*, 305 F.3d 1228, 1245 (11th Cir. 2002) (quoting *Burlington Indus. v. Ellerth*, 524 U.S. 742 (1998)) ("When applying agency principles to federal statutes, 'the Restatement (Second) of Agency . . . is a useful beginning point for a discussion of general agency principles'"); *Garcia-Celestino v. Ruiz Harvesting, Inc.*, 843 F.3d 1276, 1289 (11th Cir. 2016) ("The common law principles of agency . . . dictate the parameters of the employment relationship under the H-2A program.").

69 *See Arriaga*, 305 F.3d at 1244-45.

70 Restatement (Third) Of Agency § 2.01 (2006); *see also Castillo*, 96 F. Supp. 2d at 593 ("*Express actual authority* exists 'where the principal has made it clear to the agent that he [or she] wants the act under scrutiny to be done.'") (quoting *Pasant v. Jackson Nat'l Life Ins. Co.*, 52 F.3d 94, 97 (5th Cir. 1995)).

71 D. & O. at 22.

instructions, Hernandez operated the meal plan service and collected money from the workers for the food. Without Hernandez's services, Respondent would not have complied with its requirement to provide meals to its workers. This evidence demonstrates Hernandez reasonably believed that he was operating the meal plan under his employer's instructions and not as his own business. Respondent points to no evidence that would support a legal conclusion to the contrary. Thus, we conclude the ALJ correctly found that Hernandez acted with actual authority.[72]

Though the ALJ found that Hernandez acted as Respondent's agent at all relevant times, the ALJ also found that Hernandez was an "affiliated person" of Respondent when selling beer to the workers. An H-2A employer may not make a deduction from an employee's wages that "includes profit to the employer or to any affiliated person."[73] WHD guidance describes an affiliated person as those "who furnish workers, any person acting in the employer's behalf or interest (directly or indirectly), or who has an interest in the employment relationship."[74] At the very least, Hernandez acted indirectly in Respondent's interest when selling the beer to the workers out of Respondent's kitchen. Therefore, the ALJ correctly found Respondent was liable for any unlawful profit that Hernandez made from the sale of beer to the workers.

2. The Workers' Kitchen Facilities

For the period from June 1, 2015 through October 10, 2015, Respondent signed a job order submitted to the Department in which it promised to "furnish free cooking and kitchen facilities to those workers who are entitled to live in the employer's housing so that workers may prepare their own meals" and that "[o]nce a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries."[75]

---

[72] The ALJ also correctly found that Hernandez acted with apparent authority when administering the meal plan because the workers reasonably believed that Respondent instructed Hernandez to implement the meal plan. D. & O. at 37-38; *see Arriaga*, 305 F.3d at 1245. However, we need not discuss this finding in detail because we affirm the ALJ's finding that Hernandez acted with actual authority.

[73] 20 C.F.R. § 655.122(p)(2).

[74] U.S. DEP'T OF LABOR, WAGE & HOUR DIV., FIELD ASSISTANCE BULLETIN NO. 2012-3 2 (May 17, 2012), https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fab2012_3.pdf.

[75] D. & O. at 15.

Respondent contends the ALJ's finding that it failed to provide the kitchen facilities contractually promised to the workers is not supported by the evidence in the record. Respondent claims the testimony was "inconsistent" regarding how many workers could simultaneously use the kitchen and that some workers either used the kitchen or never asked to use it. However, Respondent's argument misses the point. Even if there were inconsistencies, they do not undercut the ALJ's finding that Respondent failed to meet its legal obligation to provide the workers with access to its kitchen to prepare meals on their own, nor would they provide an evidentiary basis to disturb the ALJ's findings on this issue. The Administrator points out that Hernandez testified that the kitchen was too small for the workers to prepare their own food. Hernandez's wife, who worked in the kitchen, further explained that workers were not allowed to use the kitchen.[76] Hernandez himself testified that workers were only allowed to store small items in the kitchen, and the workers who were able to cook for themselves purchased and used a hot plate in the dormitories.[77] Thus, we conclude that the ALJ's finding is supported by substantial evidence in the record.

3. The Back Wages and CMPs for the Undisclosed Meal Plan Deductions

Respondent contests the ALJ's order of $128,185 in back wages and $198,450 in CMPs for the deductions made from the workers' wages for the undisclosed meal plan under 20 C.F.R. § 655.122(p). Respondent argues that Hernandez did not deduct the meal plan costs from the workers' pay because the record demonstrated that the workers would pay him after they received their cash, and that the ALJ's decision to assess a per-worker CMP rather than a single CMP is excessive because there was only one violation of failing to disclose the meal charges.

As an initial matter, Respondent fails to accurately describe how the workers paid for the meal plan. As the ALJ observed, the workers never paid in cash for either the meals or the beverages Hernandez sold. Instead, Hernandez would cash the workers' checks at the bank and then return the money to them, minus what was owed for meals and beverages.[78]

Further, the manner in which Hernandez charged the workers for the meal plan is irrelevant because shifting a cost that Respondent could not deduct

---

76 Hearing Transcript (Tr.) at 175-76; Plaintiff's Exhibit (PX) 19 at 809.

77 Tr. at 176; PX-19 at 1103-06.

78 D. & O. at 8.

"constitutes an unlawful de facto deduction that impermissibly drives the employee's pay below the required prevailing wage."[79] The Board has held that "there is no legal difference between an employer directly deducting a cost from a worker's wages, and shifting to the employee a cost that the employer could not lawfully directly deduct from wages."[80] Here, whether Hernandez took the money before or after providing the workers' pay is a distinction without a difference because the effect would be the same. The workers' would lose $75-80 of their earnings. Thus, the charges Hernandez took out of the workers' pay for the meal plans were deductions.

Respondent's contention that the Administrator can only assess one CMP for its failure to disclose the meal plan is incorrect. H-2A regulations permit the Administrator to assess a CMP "for each violation of the work contract" including each failure to "pay an individual worker properly or to honor the terms or conditions of a worker's employment."[81] Under each worker's job contract, Respondent falsely represented that an adequate kitchen would be provided. Further, Hernandez, acting as Respondent's agent, failed to pay each worker properly by subtracting deductions from each worker's pay that were not disclosed in the job orders. Therefore, Respondent failed to honor the terms of each worker's job contract, resulting in a violation for each worker Respondent employed.

---

[79] *Weeks Marine, Inc.*, ARB Nos. 2012-0093, -0095, ALJ No. 2009-DBA-00006, slip op. at 7 (ARB Apr. 29, 2015); *see also Arriaga*, 305 F.3d at 1236 (holding that the FLSA rule prohibiting deductions for the costs of facilities that primarily benefit the employer "cannot be avoided by simply requiring employees to make such purchases on their own, either in advance of or during the employment"). The H-2A regulations incorporate FLSA regulations for the permissibility of deductions. 20 C.F.R. § 655.122(p) ("The principles applied in determining whether deductions are reasonable . . . are explained in more detail in 29 CFR part 531.").

[80] *Weeks Marine, Inc.*, ARB Nos. 2012-0093, slip op. at 6-7 (considering a cost that the employer could not lawfully deduct from employee wages under Davis-Bacon Act regulations that also incorporate FLSA standards for the permissibility of deductions).

[81] 29 C.F.R. § 501.19(a) (2010) ("Each failure . . . constitutes a separate violation.").

The Administrator is granted discretion in "fashioning an appropriate remedy for a violation" within the limits of the H-2A regulations.[82] The regulations permit the Administrator to assess up to $1,500 per CMP.[83] The Administrator's decision to assess one $1,350 CMP for each worker that was misled by the job order was not an abuse of her discretion.

4. The Impact of the Failure to Disclose the Meal Plan

Respondent argues that the ALJ's order for $128,285 in back wages and $198,450 in CMPs for the unlawful meal plan deductions should be reversed because its failure to disclose the meal plan charges would not have impacted the Department's decision to approve Respondent's H-2A application or the workers' decision to accept the job orders. Respondent claims that the purpose of the H-2A disclosure requirements is: (1) to inform potential workers of the terms of conditions so they can decide whether to accept the job; and (2) to allow the Department to know whether the terms of the job might adversely affect similarly-employed domestic workers. Respondent cites *Matter of Global Horizons*, in which an ALJ granted partial summary decision to the employer that had failed to accurately disclose meal charges because the employer did not exploit the workers by overcharging for meals.[84] Thus, Respondent claims that the back wages and CMPs are not warranted because Respondent did not profit off of the meal plan.

The deductions were unlawful because they were not disclosed, not because they provided a profit. The H-2A wage requirements are not "met where *undisclosed* or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required."[85] Here, the undisclosed deductions for the meal plan reduced the workers' wages below the required wages (*i.e.* the wages specified in the job orders). Therefore, the back pay award for all

---

[82] *Overdevest Nurseries, LP*, 2015-TAE-00008, slip op. at 18 (OALJ Feb. 18, 2016) (citing *Wage & Hour Div. v. Kutty*, ARB No. 2003-0022, 2001-LCA-00010 to -00025 (ARB May 31, 2005)); 29 C.F.R. § 501.19(a) (2010) ("A civil money penalty *may* be assessed by the WHD Administrator for each violation of the work contract.") (emphasis added).

[83] 29 C.F.R. § 501.19(c) (2010) (CMPs "will not exceed $1,500 per violation.")

[84] *Matter of Global Horizons*, ALJ No. 2010-TAE-00002, slip op. at 9 (OALJ Dec. 17, 2010).

[85] 20 C.F.R. § 655.122(p)(2).

meal plan deductions allows the workers to receive the wages that they were contractually promised.[86]

Further, Respondent's citation to *Global Horizons* does not support its argument because the ALJ in that case ultimately awarded the workers back wages in the full amount of undisclosed meal plan deductions.[87] The ALJ in that case decided to grant summary decision to deny CMPs, not back wages, for the failure to disclose because the employer was "already being penalized the entire cost of buying food and paying cooks to prepare" the food.[88]

Last, whether providing a meal plan instead of cooking facilities would affect any of the workers' decisions to work for Respondent is irrelevant because all workers still received an inaccurate job order and had their wages reduced below the wage promised in the order. Further, Respondent provided inaccurate information to the Department that it relied upon in the application approval process. The Department depends on this information to ensure that the employment of the H-2A workers "will not adversely affect the wages and working conditions of" domestic workers.[89] Therefore, the Administrator appropriately assessed the back wages and CMPs both to provide the workers with the wages they were promised and to deter other H-2A employers from making the same failures to disclose in a potentially exploitative way.

5. The Back Wages for the Beverage Sales

---

[86] Respondent does not contest the Administrator's calculation of back wages for the meal plan deductions.

[87] *Matter of Global Horizons*, ALJ No. 2010-TAE-00002, slip op. at 2-3 (OALJ Dec. 13, 2011). The ALJ noted that the fact that the employer did not profit off the workers did not absolve it from liability for back wages because the failure to disclose the meal plan still "thwarted the regulatory scheme" and "circumvented the Department's review and approval of the amounts being deducted," which is "an important step in assuring that Congress' prohibition of preferential treatment for the alien workers is enforced." *Id.* at 2 n.7.

[88] *Matter of Global Horizons*, ALJ No. 2010-TAE-00002, slip op. at 9 (OALJ Dec. 17, 2010).

[89] 8 U.S.C § 1188(a)(1)(B).

Respondent contests the $64,960 back wages award for Hernandez's soft drink sales to the workers.[90] Respondent claims that testimony established that potable water was available to the workers at all times and that Hernandez's sales had no impact on Respondent's profits. Respondent adds that there was no testimony for why it was necessary for the workers to buy the soft drinks and that the H-2A regulations do not justify an award of free drinks to the workers.

We agree that the regulations generally do not require H-2A employers to provide soft drinks to its workers. However, if an employer or an "affiliated person" does sell them drinks, the regulations prohibit them from profiting from the sales.[91] If an employer or affiliated person does unlawfully sell the workers drinks, the employer is liable for the amount charged that reduced the employee's wages below the amount promised in the job orders.[92] Hernandez, who was acting as Respondent's agent when selling the drinks out of the kitchen or in the fields while supervising the workers, testified that he sold the beverages at a profit.[93] Thus, the soft drink sales were unlawful deductions from the workers' wages.

Further, although Respondent contends that evidence demonstrated that water was available at meals and at all times in the fields, the ALJ did not base her finding on the availability of potable water. Rather, the ALJ relied on her finding that drinkable water was sporadically available[94] to support her decision to award the full amount charged for the soft drinks. Even if Respondent had consistently provided its workers with clean, drinkable water at all times, Hernandez's sale of

---

90 Respondent does not contest the calculation of the back wages award.

91 *See* 20 C.F.R. § 655.122(p)(2) ("A deduction is not reasonable if it includes a profit to the employer or to any affiliated person.").

92 *Id.* ("The wage requirements of § 655.120 will not be met where undisclosed or unauthorized deductions . . . reduce the wage payment made to the employee below the minimum amounts required."); 29 C.F.R. § 501.16(a)(1) ("Whenever the WHD Administrator believes that 8 U.S.C. 1188, 20 CFR part 655, subpart B . . . have been violated, such action shall be taken and such proceedings instituted as deemed appropriate, including . . . the recovery of unpaid wages" and "the enforcement of provisions of the work contract.").

93 D. & O. at 16; Tr. at 195 ("Q: You would pay 13 to $14 for a 24-pack of soda? A: Yes. Q: Workers were charged $1 per soda? A: Seventy-five cents, I think.").

94 The ALJ found that workers did not have consistent access to potable water, based on workers' consistent testimony that clean water was not always available. D. & O. at 18-19.

beverages for a profit still violated the regulations, and therefore, Respondent would be liable for the back wages.

Hernandez also sold beer to the workers from the kitchen, in violation of state law because he did not have a license to sell alcohol.[95] Hernandez did not maintain records of the drink sales, so the Administrator reconstructed the amount of drinks sold to the workers.[96] The Administrator determined that Respondent owed $8,972.61 in back wages for the profit Hernandez earned through his sale of beer in violation of state law.[97]

Respondent claims that the Administrator's calculations of Hernandez's beer sales were incorrect because the investigator based the calculations off of a different brand of beer, store, and price used by Hernandez. However, because Respondent failed to keep records of the beer sold to the workers, the ALJ correctly applied the *Anderson v. Mt. Clemens Pottery Co.* burden shifting framework, in which the plaintiff only needs to produce sufficient evidence of the wages owed as a matter of just and reasonable inference.[98] The burden then shifts to the employer to produce evidence of the precise amount owed, and if the employer fails to do so, the court may award damages that need only be "approximate."[99]

Because Respondent could not rebut the Administrator's calculations with precise amounts, the ALJ was correct in awarding back wages that were an approximation of Hernandez's profits. The Administrator used the prices for beer at wholesale retailer Costco, while Hernandez had purchased the beer at Sam's Club, another wholesale club likely to sell products at similar prices.[100] Further, the Administrator used the price of Coors Light to calculate the profits, which is one of

---

95 *Id.* at 7.

96 *Id.* at 7-8, 24-25.

97 *Id.* at 24. To calculate Hernandez's estimated profit from the beer sales, a WHD investigator used the price of $20.99 per thirty-pack of Coors Light, which is one brand of beer Hernandez sold, based upon the cost from a wholesale club similar to the one used by Hernandez to buy the beer. The investigator determined that he profited $1.30 per can because Hernandez sold the beer for $2 a can and each beer cost him $.70 to buy. The investigator determined Respondent profited $18.20 off each worker per week based on a reasonable estimation of how much beer each worker bought per week. *Id.* at 7-8.

98 *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687 (1946).

99 *Id.* at 687-88.

100 D. & O. at 42.

the brands of beer Hernandez sold.[101] The *Mt. Clemens* standard only requires estimates; precision is not required. Therefore, the ALJ's finding of $8,972.61 in profits from the beer sales was reasonable.

6. The Three-Fourths Guarantee Violations and Waiver Attempts

Respondent contests the award of $142,728.22 in back wages and $1,350 in CMPs for the ALJ's findings that Respondent had violated the three-fourths guarantee for several workers.[102] H-2A employers must offer each worker "employment for a total number of work hours equal to at least three-fourths of the workdays" that are "specified in the work contract."[103] A worker that abandons employment or is terminated for cause is not entitled to the guarantee.[104]

For the nineteen workers that left in May 2015, Respondent disputes the ALJ's finding that Respondent terminated the workers without cause and the ALJ's credibility determination that favored the workers over Respondent's witnesses. Respondent cites one worker's uncorroborated testimony that Russell Marino tried to hit him as evidence that the workers' testimony lacked credibility and claims that it would have been illogical to fire the workers during harvest season.

The Board gives ALJ credibility determinations "great deference" if they are not "inherently incredible or patently unreasonable."[105] The Board affords such deference because the ALJ is able to observe the "witnesses' demeanor while testifying" and "the extent to which their testimony is supported or contradicted by other credible evidence."[106] Here, the ALJ noted the consistency of the testimony of several of the workers' regarding the May 2015 meeting and that Joseph Marino's hearing testimony contradicted his deposition. Although one worker's uncorroborated testimony about an alleged assault does not bolster the ALJ's credibility finding, it does not make the determination "inherently incredible or

---

101 *Id.* at 7-8.

102 Respondent does not contest the calculation of the back wages award or CMPs.

103 20 C.F.R. § 655.122(i)(1).

104 § 655.122(n).

105 *Kanj v. Viejas Band of Kumeyaay Indians*, ARB No. 2012-0002, ALJ No. 2006-WPC-00001, slip op. at 6 (ARB Aug. 29, 2012).

106 *Id.* (quoting *Caldwell v. EG&G Def. Materials, Inc.*, ARB No. 2005-0101, ALJ No. 2003-SDW-00001, slip op. at 12 (ARB Oct. 31, 2008)).

patently unreasonable." The ALJ's credibility determination is substantial evidence that Respondent made "a rash, and perhaps illogical, decision" to fire the workers at that meeting and replace them in violation of their three-fourths guarantee.[107]

The Respondent also disputes the ALJ's finding that Respondent violated the three-fourths guarantee for four workers who were sent home after the pepper crop had become diseased.[108] Respondent claims that the four workers were offered the required hours but were unable to work them because they were sick or injured. However, Respondent waived this argument before the ALJ by agreeing to the Administrator's calculations regarding the three-fourths violations for the four workers and by failing to raise any argument against the alleged violation in its post-hearing brief.[109] Even if it did not waive the argument, Respondent does not cite to any evidence in the record demonstrating that the four workers were offered the required amount of work. Therefore, we affirm the ALJ's three-fourths violation finding concerning these four workers.[110]

Respondent contests the ALJ's finding that it attempted to waive the workers' three-fourths guarantees by falsifying their departure forms to say they

---

107 D. & O. at 44. The ALJ also found in the alternative that Respondent constructively discharged the nineteen workers. *Id.* at 44-46. Because we affirm the ALJ's finding that Respondent actually discharged the workers, we need not discuss the ALJ's alternative finding regarding constructive discharge.

108 *Id.* at 12, 47.

109 *Sandra Lee Bart*, ARB No. 2019-0004, ALJ No. 2017-TAE-00014, slip op. at 4-5 (ARB Sept. 22, 2020) ("Under our well-established precedent, we decline to consider arguments that a party raises for the first time on appeal."). Counsel for Respondent withdrew an exhibit containing its own calculations of the hours worked and stated he "was wrong" about its contents. D. & O. at 47.

110 The Administrator claims that Respondent appears to group one worker, Islas Larraga, who left in June 2015, in with the four workers who were dismissed in August. The ALJ made a separate finding that the record contained no evidence that he abandoned his job and that Respondent violated his three-fourths guarantee. D. & O. at 47. Even if he did abandon the job, Respondent still failed to report the end of his employment to the Department as required. 20 C.F.R. § 655.122(n) ("If the worker voluntarily abandons employment . . . and the employer notifies [the Department,] . . . the worker is not entitled to the three-fourths guarantee.").

left voluntarily.[111] Respondent argues that it was not attempting to have the workers waive their three-fourths guarantee because they never presented the forms to WHD investigators to explain their departures. However, H-2A regulations state that an employer may not "*seek* to have an H-2A worker . . . waive any rights conferred under 8 U.S.C. 1188, 20 CFR part 655, subpart B."[112] Respondent had asked the workers to sign the falsified form. Whether Respondent presented the forms to WHD investigators is irrelevant in this case. Substantial evidence supports the finding that it was attempting to waive their rights because Respondent admitted that no workers had sick or deceased family members and that the purpose of falsifying the forms was "to protect against . . . this lawsuit."

7. Remaining Arguments

Respondent contests the $3,150 in CMPs for the workers' inadequate living conditions, stating that the "condition of the housing resulted from lack of care by the workers living there, but more importantly, could have been remedied immediately if the WHD Investigator had been interested in the workers' living conditions rather than in assessing CMPs and raised the issue to Sun Valley in a timely manner." We are unable to discern any legal argument from this statement, nor do we see any abuse of discretion in the ALJ's order of CMPs for the workers' poor housing conditions.

Last, in a section titled "Estoppel/Laches/Mitigation," Respondent complains that the WHD improperly failed to raise concerns about the meal plan charges and bring an enforcement action in a timely manner. Respondent claims that the WHD knew of the meal plan in July 2015 but did not discuss any issue with Respondent until February 2016. This argument is without merit.[113] Respondent admits that there is no case law that applies the doctrines of laches or estoppel to a government enforcement action and that H-2A employers are ultimately still responsible for complying with the regulations. Indeed, the Administrator notes that there is no

---

[111] Respondent does not contest the calculation of the $1,350 CMP for the violation.

[112] 29 C.F.R. § 501.5 (emphasis added).

[113] We must make the point that participation in the H-2B visa program is voluntary. Respondent was under no compulsion to file a request for visas as a means to fulfill its projected employment needs. However, having received the benefit of government action, Respondent was obliged to tell the truth, and to meet the obligations it had undertaken both to its visa employees and to the federal government. We see no mitigating factors. On the contrary, Respondent appears to have simply violated the law.

regulatory requirement for the WHD to notify an employer the instant a violation is suspected and that the Supreme Court has long recognized that laches is not a defense to a government enforcement action.[114]

CONCLUSION

For the foregoing reasons, we agree with the ALJ's following findings, determination of back wages, and CMP assessments:

1. Respondent violated 20 C.F.R. § 655.122(g), (p), and (q) by making false promises about kitchen access and failing to disclose meal charges. As a result, it owes $128,285 in back wages, and $198,450 in CMPs.

2. Respondent violated 20 C.F.R. § 655.122(p) through the sale of drinks and other items at a profit or in violation of state law. As a result, it owes $64,960 in back wages for non-alcoholic drinks sold and $8,972.61 for the profit it made from the beer it sold.

3. Respondent violated 20 C.F.R. § 655.122(i) by discharging certain workers prior to such workers meeting the three-fourths guarantee. As a result, it owes $142,728.22 in back wages, and $1,350 in CMPs.

4. Respondent violated 29 C.F.R. § 501.5 by attempting to cause workers to waive the three-fourths guarantee at 20 C.F.R. § 655.122(i). As a result, it owes $1,350 in CMPs.

5. Respondent violated 20 C.F.R. § 655.122(d) through the provision of inadequate housing. As a result, it owes $3,150 in CMPs.

6. Respondent violated 20 C.F.R. § 655.122(h)(4) through substandard transportation and unlicensed drivers. As a result, it owes $7,500 in CMPs.

Therefore, we **AFFIRM** the ALJ's Decision and Order Affirming in Part and Modifying in Part the Administrator's Findings.

SO ORDERED.

---

[114] *See Utah Power & Light Co. v. United States*, 243 U.S. 389, 409 (1917) ("As a general rule, laches or neglect of duty on the part of officers of the government is no defense to a suit by it to enforce a public right or protect a public interest.").