

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JUL 12 2005

JAMES R. LARSEN, CLERK
DEPUTY
SPOKANE, WASHINGTON

Richard W. Kuhling
Devra S. Hermosilla
PAINE, HAMBLIN, COFFIN, BROOKE
& MILLER LLP
717 West Sprague Avenue, Suite 1200
Spokane, WA 99201-3505
(509) 455-6000

Lori Jordan Isley
Mirta Laura Contreras
COLUMBIA LEGAL SERVICES
6 South Second Street, Suite 600
Yakima, WA 98901
(509) 575-5593

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JOSE GUADALUPE PEREZ-FARIAS,
JOSE F. SANCHEZ, RICARDO
BETANCOURT, and all other similarly
situated persons

Plaintiffs,

vs.

GLOBAL HORIZONS, INC., GREEN
ACRE FARMS, INC, VALLEY FRUIT
ORCHARDS, LLC, and PLATTE RIVER
INSURANCE COMPANY,

Defendants.

CLASS ACTION

No. **CV-05-3061-FVS**

COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF AND
DAMAGES

3. Plaintiffs seek to bring class claims for violations of the Farm Labor Contractors Act (“FLCA”), Chapter 19.30 RCW et seq., including: engaging in farm labor contracting activity without a license; failure to adequately disclose the terms and conditions of employment; providing false and misleading information

1 about the terms, conditions, and existence of employment; failure to comply with
2 the terms and conditions of employment; failure to pay wages as promised; and
3 failure to provide adequate written pay statements.

4
5 4. Plaintiffs seek to bring class claims for violations of RCW 49.52.050
6 for willful withholding of wages.

7 5. Plaintiffs also seek to bring class claims for violations of 42 U.S.C. §
8 1981 and the Washington Law Against Discrimination (“WLAD”), Chapter 49.60
9 RCW et seq., including: discrimination in hiring, terms and conditions of
10 employment, and firing based on race and national origin.
11

12 **JURISDICTION**

13 6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §
14 1331 (Federal Questions).
15

16 7. This Court has jurisdiction over this action pursuant to 29 U.S.C. §
17 1854 (AWPA).

18 8. This Court also has jurisdiction over this action pursuant to 28 U.S.C.
19 § 1367 (Supplemental Jurisdiction).
20

21 //

22 //

PARTIES

9. At all times relevant to this complaint, the plaintiffs were all either seasonal agricultural workers within the meaning of 29 U.S.C. § 1802 (10)(A) or migrant agricultural workers within the meaning of 29 U.S.C. §1802(8).

10. Plaintiff Ricardo Betancourt sought and was unlawfully denied employment with defendants Global, Green Acre, and Valley Fruit in 2004.

11. Plaintiff Jose F. Sanchez ("Jose Sanchez") worked for defendants Global and Green Acre at Green Acre Farms from January 2004 through August 2004.

12. Plaintiff Jose Guadalupe Perez-Farias ("Jose Perez") worked for defendants Global and Valley Fruit at Valley Fruit Orchards from February 2004 through August 2004.

13. Plaintiffs and the class they seek to represent are primarily of Mexican or other Hispanic ancestry.

14. Defendant Global is a Washington Corporation with its principal place of business in Los Angeles, California.

15. Defendant Global is an agricultural employer as defined by 29 U.S.C. § 1802(2) and RCW 19.30.010(4).

1 16. Defendant Global is a farm labor contractor as defined by 29 U.S.C. §
2 1802(7) and RCW 19.30.010(2).

3 17. Defendant Green Acre is a Washington Corporation with its principal
4 place of business in Harrah, Washington.

5 18. Defendant Green Acre is an agricultural employer as defined by 29
6 U.S.C. § 1802(2) and RCW 19.30.010(4).

7 19. Defendant Global had actual and apparent authority to act on behalf of
8 defendant Green Acre to recruit, hire, employ, and terminate the employment of
9 workers on the property of Green Acre.

10 20. Defendant Valley Fruit is a limited liability Washington Corporation
11 with its principal place of business in Wapato, Washington.

12 21. Defendant Valley Fruit is an agricultural employer as defined by 29
13 U.S.C. § 1802(2) and RCW 19.30.010(4).

14 22. Defendant Global had actual and apparent authority to act on behalf of
15 defendant Valley Fruit to recruit, hire, employ, and terminate the employment of
16 workers on the property of Valley Fruit.

1 23. Defendant Platte River Insurance Company ("Platte River") is a
2 Nebraska corporation with its principal place of business in City of Madison,
3 Wisconsin.

4
5 24. Defendant Platte River financed a surety bond in the amount of
6 \$20,000 for defendant Global for the Washington state farm labor contractor
7 licensing period from October 1, 2004 through December 31, 2004.

8 25. Defendant Platte River financed an additional surety bond in the
9 amount of \$10,000 for defendant Global for the period from July 21, 2004 through
10 December 31, 2004.
11

12 **CLASS ACTION ALLEGATIONS**

13
14 A. **PLAINTIFF CLASS – U.S. RESIDENT WORKERS**

15 26. Plaintiffs bring this action on their own behalf and on behalf of the
16 class of persons similarly situated, pursuant to Federal Rules of Civil Procedure
17 23(a), (b)(2) and (b)(3), consisting of all workers who were U.S. residents and who
18 sought employment with or worked for defendants Global Horizons, Green Acre,
19 or Valley Fruit in 2004. Plaintiffs also seek certification of three subclasses as set
20 forth below.
21
22
23

1 27. Representative plaintiffs are represented by experienced counsel who
2 will vigorously prosecute the litigation on behalf of the class.

3 28. Defendants have acted or refused to act on grounds generally
4 applicable to the class, thereby making declaratory and injunctive relief appropriate
5 with respect to the class as a whole.
6

7 29. Questions of law and fact common to the members of the class
8 predominate over any questions affecting only individual members and a class
9 action is superior to other available methods for the fair and efficient adjudication
10 of the controversy because:
11

- 12 a. Members of the class do not have an overriding interest in
13 individually controlling the prosecution of separate actions;
14 b. No litigation concerning this controversy has been commenced
15 by any member of the class;
16 c. Concentration of the litigation in this forum is desirable in order
17 to have all claims resolved in one case; and,
18 d. A class action can be managed without undue difficulty because
19 the issues presented are common to the class, defendants are
20 required to maintain detailed records concerning each member
21
22
23

1 of the class, and plaintiffs' counsel have experience in
2 prosecuting cases of this nature.

3 30. Common questions of law and fact include:

- 4
- 5 a. Whether defendants Global, Green Acre and Valley Fruit
6 provided false and misleading information concerning the terms
7 and conditions of employment in violation of 29 U.S.C. §
8 1831(e), 29 U.S.C. § 1821(f) and RCW 19.30.120(2);
- 9 b. Whether defendant Global was an unlicensed farm labor
10 contractor until October 2004 in violation of RCW 19.30 *et*
11 *seq.*;
- 12
- 13 c. Whether Green Acre and Valley Fruit knowingly used the
14 services of defendant Global, an unlicensed farm labor
15 contractor, making them personally, jointly, and severally liable
16 for violations of the Farm Labor Contractors Act, RCW 19.30
17 *et. seq.*; and
- 18
- 19 d. Whether defendant Global failed to provide adequate
20 disclosures of the terms and conditions of employment in
21 violation of RCW 19.30.110(7).
- 22
- 23

1 31. The claims of the representative plaintiffs Ricardo Betancourt, Jose
2 Sanchez and Jose Perez are typical of the claims of the plaintiff class they seek to
3 represent and they will fairly and adequately protect the interests of the class.
4

5 B. PLAINTIFF SUBCLASS I – DENIED WORK

6 32. Plaintiff Ricardo Betancourt seeks certification of a subclass of all
7 workers who were U.S. residents and who sought and were denied employment
8 with defendants Global, Green Acre or Valley Fruit for employment at Green Acre
9 Farms or Valley Fruit Orchards in Washington State in 2004 (Denied Work
10 subclass).
11

12 33. The Denied Work subclass is so numerous that joinder of all members
13 is impracticable. The exact size of the class is not known; however, on
14 information and belief the class consists of approximately 300 persons.
15

16 34. Questions of law and fact common to the members of the Denied
17 Work subclass predominate over any questions affecting only individual members
18 and a class action is superior to other available methods for the fair and efficient
19 adjudication of the controversy.
20

21 35. Questions of law and fact common to the Denied Work subclass
22 include those set forth in paragraph 30 and:
23

- a. Whether defendants Global, Green Acre, and Valley Fruit violated the working arrangement by failing to offer employment to plaintiffs in violation of 29 U.S.C. § 1832(c), 29 U.S.C § 1822(c), and whether the same conduct violated agreements with plaintiffs pursuant to RCW 19.30.110(5);
- b. Whether defendant Global unlawfully discriminated against plaintiffs based on race in violation of 42 U.S.C. § 1981; and,
- c. Whether defendant Global unlawfully discriminated against plaintiffs based on race, or national origin in violation of RCW 49.60.180.

36. The claims of the representative plaintiff Ricardo Betancourt are typical of the claims of the Denied Work subclass he seeks to represent and he will fairly and adequately protect the interests of this subclass.

C. PLAINTIFF SUBCLASS II – GREEN ACRE

37. Plaintiff Jose Sanchez seeks certification of a subclass of all workers who were U.S. residents and who were employed by defendants Global and Green Acre in 2004 (Green Acre subclass).

1 38. The Green Acre subclass is so numerous that joinder of all members is
2 impracticable. The exact size of the class is not known; however on information
3 and belief the class consists of approximately 150 persons.
4

5 39. Questions of law and fact common to the members of the Green Acre
6 subclass predominate over any questions affecting only individual members and a
7 class action is superior to other available methods for the fair and efficient
8 adjudication of the controversy.

9 40. Questions of law and fact common to the Green Acre subclass include
10 those set forth in paragraph 30 and:
11

- 12 a. Whether defendants Global and Green Acre failed to comply
13 with the terms and conditions of employment as promised in
14 violation of 29 U.S.C. § 1832(c), 29 U.S.C. § 1822(c) and
15 RCW 19.30.110(5);
16
- 17 b. Whether defendants Global and Green Acre violated the
18 working arrangement by terminating members of the Green
19 Acre subclass before the end of the promised work period in
20 violation of 29 U.S.C. § 1832 (c), 29 U.S.C. § 1822(c) and
21 RCW 19.30.110(5);
22
23

- 1 c. Whether defendants Global and Green Acres failed to pay
2 workers the wages they were due when they made unlawful
3 deductions for Washington state income tax in violation of 29
4 U.S.C. § 1832(a), 29 U.S.C. § 1822(a), RCW 19.30.110(4), and
5 RCW 49.52.050;
6
7 d. Whether defendants Global and Green Acre failed to provide
8 adequate written pay statements in violation of 29 U.S.C. §
9 1831(c), 29 U.S.C. §1821(d) and RCW 19.30.110(8);
10
11 e. Whether defendants Global and Green Acre unlawfully
12 discharged members of the Green Acre subclass and
13 discriminated against them in the terms and conditions of
14 employment based on race in violation of 42 U.S.C. § 1981;
15 and,
16
17 f. Whether defendants Global and Green Acre unlawfully
18 discharged members of the Green Acre subclass and
19 discriminated against them in the terms and conditions of
20 employment based on race or national origin in violation of
21 RCW 49.60.180(2) and (3).
22
23

1 41. The claims of the representative plaintiff Jose Sanchez are typical of
2 the claims of the Green Acre subclass he seeks to represent, and he will fairly and
3 adequately protect the interests of this subclass.
4

5 D. PLAINTIFF SUBCLASS III – VALLEY FRUIT

6 42. Plaintiff Jose Perez seeks certification of a subclass of all workers
7 who were U.S. residents and who were employed by defendants Global and Valley
8 Fruit in 2004 (Valley Fruit subclass).
9

10 43. The Valley Fruit subclass is so numerous that joinder of all members
11 is impracticable. The exact size of the subclass is not known; however on
12 information and belief the class consists of approximately 40 persons.
13

14 44. Questions of law and fact common to the members of the Valley Fruit
15 subclass predominate over any questions affecting only individual members and a
16 class action is superior to other available methods for the fair and efficient
17 adjudication of the controversy.

18 45. Questions of law and fact common to the Valley Fruit subclass
19 include those set forth in paragraph 30 and:
20

- 21 a. Whether defendants Global and Valley Fruit failed to comply
22 with the terms and conditions of employment as promised in
23

1 violation of 29 U.S.C. § 1832(c), 29 U.S.C. § 1822(c), and
2 RCW 19.30.110(5);

3 b. Whether defendants Global and Valley Fruit violated the
4 working arrangement by terminating members of the Valley
5 Fruit subclass before the end of the promised work period in
6 violation of 29 U.S.C. § 1832(c), 29 U.S.C. § 1822(c), and
7 RCW 19.30.110(5);

8 c. Whether defendants Global and Valley Fruit failed to pay
9 workers the wages they were due when they failed to pay the
10 applicable piece rate in violation of 29 U.S.C. § 1832(a), 29
11 U.S.C. § 1822(a), RCW 19.30.110(4), and RCW 49.52.050;

12 d. Whether defendants Global and Valley Fruit failed to provide
13 adequate written pay statements in violation of 29 U.S.C. §
14 1831(c), 29 U.S.C. §1821(d) and RCW 19.30.110(8);

15 e. Whether defendants Global and Valley Fruit unlawfully
16 discharged members of the Valley Fruit subclass or
17 discriminated against them in the terms and conditions of
18 employment based on race in violation of 42 U.S.C. § 1981;
19 and
20
21
22
23

1 f. Whether defendants Global and Valley Fruit unlawfully
2 discharged members of the Valley Fruit subclass or
3 discriminated against them in the terms and conditions of
4 employment based on race or national origin discrimination in
5 violation of RCW 49.60.180(2) and (3).
6

7 46. The claims of the representative plaintiff Jose Perez are typical of the
8 claims of the Valley Fruit subclass he seeks to represent and he will fairly and
9 adequately protect the interests of this class.
10

11 **STATEMENT OF FACTS**

12 47. Defendant Global acted as a farm labor contractor in Washington
13 State beginning in or before December 2003 through the present date.
14

15 48. Defendant Global failed to obtain a license to work as a farm labor
16 contractor in Washington State until October 7, 2004.

17 49. Defendant Global failed to file a surety bond or other security meeting
18 the requirements of RCW 19.30.040 with the Director of the Department of Labor
19 and Industries until October 1, 2004.
20
21
22
23

1 50. Defendant Green Acre knowingly used the services of defendant
2 Global, an unlicensed farm labor contractor, from December 18, 2003 through
3 October 6, 2004.

4
5 51. Defendant Valley Fruit knowingly used the services of defendant
6 Global, an unlicensed farm labor contractor, from December 11, 2003 through
7 October 6, 2004.

8 52. On May 10, 2005, the Washington State Employment Security
9 Department sent a Notice of Discontinuation of Employment Services to defendant
10 Global for failure to comply with the basic requirements of state law including
11 failure to secure a state farm labor contractor's license.

12
13 53. On June 3, 2005, the Washington State Department of Labor and
14 Industries sent a Notice of Violation and Assessment of Wages and Penalties to
15 defendant Global for violations of state law including operating as an unregistered
16 farm labor contractor when defendant Global contracted with Green Acre and
17 Valley Fruit.

18
19 54. Defendant Global failed to provide all class members at the time of
20 recruiting or hiring a written statement adequately describing the terms and
21 conditions of employment.

1 55. Defendants Global, Green Acre, and Valley Fruit failed to disclose
2 production standards for pruning, thinning, harvesting and other activities in the
3 written statement of the terms and conditions of employment.
4

5 56. A significant number of class members were not fluent or literate in
6 English; the language common to the workers was Spanish.

7 57. Defendant Global failed to provide all class members at the time of
8 recruiting or hiring a written statement describing the terms and conditions of
9 employment in Spanish.
10

11 **Green Acre Job Order**

12 58. On December 18, 2003, defendant Global submitted to the U.S.
13 Department of Labor (DOL) an application for H-2A workers, attached as Exhibit
14 1 (hereinafter "Green Acre order").

15 59. The Green Acre order was also filed with the Washington State
16 Employment Security Department (ESD) Central Office in Olympia, Washington.
17

18 60. The ESD Central Office referred the Green Acre order to the ESD
19 WorkSource office in Yakima for recruitment of local U.S. workers.

20 61. WorkSource Yakima's Employer Services Unit entered the Green
21 Acre order into its computer job data base and posted it on a job board.
22
23

1 62. The Green Acre order sought 150 workers to be employed as farm
2 workers at Green Acre from February 2, 2004 through November 5, 2004.

3 63. The Green Acre order stated: "No U.S. worker will be rejected for or
4 terminated from employment for other than a lawful job-related reason."
5

6 64. The Yakima WorkSource office referred more than 150 U.S. workers
7 to defendant Global to fill the job openings on the Green Acre order.

8 65. On January 21, 2004, defendant Global sent a letter to DOL stating it
9 had made offers of employment to U.S. workers for all 150 jobs.
10

11 66. In the January 21, 2004 letter, defendant Global further informed
12 DOL that additional U.S. workers were accepted as referrals in case some of the
13 150 U.S. workers did not show up for work or abandoned their employment.

14 67. In the January 21, 2004 letter, defendant Global also noted that it may
15 request from DOL a re-determination of need if sufficient U.S. workers did not
16 report for work or remain on the job.
17

18 68. In the January 21, 2004 letter, defendant Global also requested that
19 DOL terminate recruitment of U.S. workers for the Green Acre order because all
20 150 jobs were filled.

21 //
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1 69. On January 22, 2004, DOL denied defendant Global's request for
2 H-2A workers because the Green Acre order had been filled by U.S. workers.

3 70. On February 27, 2004, defendant Global sent a letter by facsimile and
4 overnight mail to DOL stating that only 7 U.S. workers, less than 5% of the
5 original U.S. workforce hired by defendant Global, remained employed under the
6 Green Acre order.
7

8 71. In the February 27, 2004 letter, defendant Global further told DOL
9 that 150 U.S. workers were no longer available to work the Green Acre order.
10

11 72. In the February 27, 2004 letter, defendant Global told DOL that 98
12 U.S. workers had been offered employment at Green Acre but failed to report to
13 work.

14 73. In the February 27, 2004 letter, defendant Global told DOL that 22
15 U.S. workers had been terminated from work at Green Acre for job-related
16 reasons.
17

18 74. In the February 27, 2004 letter, defendant Global told DOL that 19
19 U.S. workers had started work at Green Acre but abandoned the job after a brief
20 period.
21

22 75. In the February 27, 2004 letter, defendant Global requested a new
23 labor certification determination for 140 H-2A workers, unless 140 additional

1 qualified U.S. workers could be identified and available for work within 72 hours
2 of the receipt of the letter.

3 76. On or about March 3, 2004, DOL granted defendant Global temporary
4 labor certification for 131 H-2A workers to be employed pursuant to the Green
5 Acre order.
6

7 77. Defendant Global recruited all 131 H-2A workers exclusively from
8 Thailand to fill the Green Acre order.

9 78. On March 5, 2004, staff from ESD sent an electronic message (ESD
10 e-mail) to DOL stating they had "evidence which suggests there is a willing and
11 available pool of [U.S.] workers" to fill defendant Global's request for H-2A labor.
12

13 79. The March 5, 2004 ESD e-mail stated that an "internal inquiry" of
14 defendant Global's hiring process and procedures of U.S. workers revealed several
15 problems.
16

17 80. The March 5, 2004 ESD e-mail stated that after U.S. workers were
18 screened they were provided with a toll-free number for defendant Global. The
19 U.S. worker would then be interviewed by defendant Global staff over the
20 telephone and be told that they were "hired."
21
22
23

1 81. The March 5, 2004 ESD e-mail stated that defendant Global would
2 then only call back a limited number of the U.S. workers who were informed that
3 they had been hired, and invite those limited few to an orientation meeting.

4
5 82. On or about March or April 2004, despite ESD's complaints to DOL
6 regarding defendant Global's flawed recruitment of U.S. workers, approximately
7 131 Thai H-2A workers departed for the Yakima Valley to fill the Green Acre
8 order.

9 83. On information and belief, the employment contracts between
10 defendant Global and the Thai H-2A workers recruited for work at Green Acre
11 were from March 2004, until November 5, 2004.

12
13 **Valley Fruit I Job Order**

14 84. On December 11, 2003, defendant Global submitted to DOL an
15 application for H-2A workers, attached as Exhibit 2 (hereinafter "Valley Fruit I
16 order").

17
18 85. The Valley Fruit I order was also filed with the ESD Central Office in
19 Olympia, Washington.

20 86. The Central Office referred the Valley Fruit I order to the ESD
21 WorkSource office in Yakima for recruitment of local U.S. workers.

1 87. WorkSource Yakima's Employer Services Unit entered the Valley
2 Fruit I order into its computer job data base and posted it on a job board.

3 88. The Valley Fruit I order sought 30 workers to be employed as farm
4 workers at Valley Fruit from January 26, 2004 through April 1, 2004.
5

6 89. The Valley Fruit I order stated: "No U.S. worker will be rejected for
7 or terminated from employment for other than a lawful job-related reason."

8 90. The Yakima WorkSource office made a total of 117 referrals of U.S.
9 workers to defendant Global to fill the 30 job openings on the Valley Fruit I order.
10

11 91. On January 20, 2004, defendant Global sent a letter to DOL stating it
12 had made offers of employment to U.S. workers for all 30 Valley Fruit I jobs.

13 92. On January 20, 2004, defendant Global sent a letter to DOL stating
14 that additional U.S. workers were accepted as referrals in case some workers did
15 not show up for work at Valley Fruit or abandoned their employment.
16

17 93. In the January 20, 2004 letter, defendant Global also noted that it may
18 request from DOL a re-determination of need if sufficient workers did not report
19 for work or remain on the job.
20
21
22
23

1 94. In the January 20, 2004 letter, defendant Global also requested that
2 DOL terminate recruitment of U.S. workers for the Valley Fruit I order because all
3 30 jobs were filled.

4
5 95. On January 31, 2004, DOL denied defendant Global's request for
6 H-2A workers because the Valley Fruit I order had been filled by U.S. workers.

7 96. On February 18, 2004, defendant Global sent a letter by facsimile and
8 overnight mail to DOL stating that only 18 U.S. workers remained employed under
9 the Valley Fruit I order.

10
11 97. In the February 18, 2004 letter, defendant Global further told DOL
12 that an additional 49 U.S. workers were no longer available to work the Valley
13 Fruit I order.

14 98. In the February 18, 2004 letter, defendant Global told DOL that 38
15 U.S. workers were offered employment, but failed to report to work.

16
17 99. In the February 18, 2004 letter, defendant Global told DOL that 5 U.S.
18 workers who had started work had abandoned their jobs after a brief period of
19 work.

20 100. In the February 18, 2004 letter, defendant Global told DOL that 3 U.S.
21 workers had been terminated for job-related reasons.
22
23

1 101. In the February 18, 2004 letter, defendant Global told DOL that 4 U.S.
2 workers were offered employment, but had Social Security number mismatches.

3 102. In the February 28, 2004 letter, defendant Global requested a new
4 labor certification determination for 12 H-2A workers, unless 12 additional
5 qualified U.S. workers could be identified and available for work within 72 hours
6 of the receipt of the letter.

7 103. Upon information and belief, all Valley Fruit I job openings were
8 filled by U.S. workers and the job order was closed by DOL.

9
10 **Valley Fruit II Job Order**

11
12 104. On or about June 28, 2004, defendant Global submitted to DOL an
13 application for H-2A workers, attached as Exhibit 3 (hereinafter "Valley Fruit II
14 order").

15 105. The Valley Fruit II order was submitted for 70 temporary H-2A
16 workers to be employed as farm workers at Valley Fruit from August 15, 2004
17 through October 31, 2004.

18
19 106. The Valley Fruit II order stated: "No U.S. worker will be rejected for
20 or terminated from employment for other than a lawful job-related reason."

21 107. The Yakima WorkSource office made a total of 46 referrals of U.S.
22 workers to defendant Global to fill the 70 job openings on the Valley Fruit II order.
23

1 108. Defendant Global only hired 8 of the U.S. workers referred by
2 Yakima WorkSource.

3 109. On August 6, 2004, DOL granted defendant Global's temporary labor
4 certification for 62 H-2A workers to be employed pursuant to the Valley Fruit II
5 order.
6

7 110. On information and belief, defendant Global hired all 62 H-2A
8 workers from Thailand to fill the Valley Fruit II Order.

9 111. On information and belief, the employment contracts between the
10 Thai H-2A workers and defendant Global extended from August 15, 2004, until
11 October 31, 2004.
12

13 A. ADDITIONAL FACT ALLEGATIONS PERTAINING TO
14 THE DENIED WORK SUBCLASS

15 112. In February, 2004, plaintiff Ricardo Betancourt went to WorkSource
16 in Yakima, Washington, to apply for work.

17 113. While at the WorkSource office, plaintiff Betancourt had a telephone
18 interview with defendant Global.
19

20 114. Defendant Global hired plaintiff Betancourt and told him to expect a
21 phone call about his start date.

22 115. Defendant Global failed to contact plaintiff Betancourt.
23

1 116. Defendant Global failed to provide plaintiff Betancourt with work as
2 promised.

3 117. Defendant Global similarly failed to contact members of the Denied
4 Work subclass following their application for employment or acceptance of
5 employment to inform them of when and where to report for work.
6

7 118. Defendant Global discouraged the Denied Work subclass from
8 obtaining employment by failing to inform members of scheduled orientations and
9 by refusing to allow members to participate in orientation meetings
10

11 119. Defendant Global rejected members of the Denied Work subclass
12 from employment for other than lawful job-related reasons.

13 120. Defendant Global failed to offer employment to members of the
14 Denied Work subclass workers.

15 121. On May 10, 2005, ESD sent a Notice of Discontinuation of
16 Employment Services to defendant Global for consistently failing to make a good
17 faith effort to recruit U.S. workers before hiring workers pursuant to an H-2A visa.
18

19 122. The May 10, 2005 letter from ESD stated that defendant Global's
20 recruitment practices improperly discouraged U.S. workers.
21
22
23

1 123. The May 10, 2005 letter from ESD stated that defendant Global failed
2 to inform recruits of promised orientations and conducted orientations only in
3 English.
4

5 124. The May 10, 2005 letter from ESD stated that of the 1,026 referrals
6 ESD made to defendant Global, only 166 individuals were hired.

7 125. The May 10, 2005 letter from ESD stated that ESD followed up with
8 51 workers who were not hired by defendant Global, and of these 48 workers
9 provided information which contradicted the rationale provided by defendant
10 Global for refusing employment to the workers.
11

12 126. Defendant Global discriminated against members of the Denied Work
13 subclass based on national origin or race when it refused to hire or employ
14 plaintiffs and hired and employed H-2A workers from Thailand.
15

16 B. ADDITIONAL FACT ALLEGATIONS PERTAINING TO
17 THE GREEN ACRE SUBCLASS

18 127. In January 2004, plaintiff Jose Sanchez went to WorkSource in
19 Yakima, Washington, to apply for work.

20 128. In January 2004, plaintiff Sanchez met with defendant Global at the
21 WorkSource office.
22
23

1 129. In January 2004, defendant Global hired plaintiff Sanchez at the
2 WorkSource office.

3 130. Defendants Global Horizons and Green Acre directed members of the
4 Green Acre subclass, including plaintiff Sanchez, to meet certain production
5 standards in the pruning, thinning, and harvesting.
6

7 131. The Green Acre job orders provided to DOL, ESD, and the workers
8 recruited for Green Acre did not include any production standards for pruning,
9 thinning or harvesting.
10

11 132. At the end of August 2004, defendant Global instructed the entire
12 crew of Green Acre subclass members then working with plaintiff Sanchez at
13 Green Acre orchards, including plaintiff Sanchez, to stop working without giving a
14 reason why they were to stop.

15 133. Plaintiff Sanchez returned to Green Acre orchards the following day
16 and spoke with a supervisor for defendant Global who informed him that there was
17 no work for him.
18

19 134. Defendants Global and Green Acre continued to employ H-2A
20 workers from Thailand at the Green Acre orchards, at the same time U.S. resident
21 workers were told there was no more work.
22
23

1 135. Defendants Global and Green Acre failed to comply with a
2 progressive disciplinary process before terminating plaintiff Sanchez.

3 136. Defendants Global and Green Acre failed to comply with the working
4 arrangement and the terms and conditions of employment of U.S. resident workers
5 by:
6

- 7 a. Imposing productivity standards not included in the job orders
8 provided to DOL, ESD and workers recruited for Green Acre;
9
10 b. Failing to provide employment for the promised work period;
11
12 c. Failing to comply with a progressive discipline process before
terminating plaintiffs; and
13
14 d. Failing to provide employer-provided transportation as
15 promised in the job orders provided to DOL, ESD and workers
16 recruited for Green Acre.

17 137. Defendant Global and Green Acre failed to pay wages due to
18 members of the Green Acre subclass by making improper deductions for taxes not
19 required by Washington state government.

20 138. Defendant Global and Green Acre failed to provide adequate written
21 pay statements to members of the Green Acre subclass.
22
23

1 139. On May 10, 2005, the Washington State Employment Security
2 Department sent a Notice of Discontinuation of Employment Services to defendant
3 Global for failure to comply with basic requirements of state law, including
4 improperly deducting Washington state income tax from workers' pay.
5

6 140. On June 3, 2005, the Washington State Department of Labor and
7 Industries ("L&I") sent a Notice of Violation and Assessment of Wages and
8 Penalties to defendant Global for violations of state law including making
9 improper deductions for taxes not required by the Washington state government.
10

11 141. The June 3, 2005, notice from L&I noted that defendant Global had
12 unlawfully deducted \$80.96 in state income tax from plaintiff Sanchez.

13 142. On June 3, 2005, the Washington State Department of Labor and
14 Industries sent a Notice of Violation and Assessment of Wages and Penalties to
15 defendant Global for failing to provide all information required on statements of
16 earnings to workers including the employer's address and telephone number, the
17 beginning and ending dates of the pay period, and the rate of pay for "other" hours.
18

19 143. Defendants Global and Green Acre discharged plaintiff Sanchez and
20 members of the Green Acre subclass from employment for other than lawful job-
21 related reasons.
22
23

1 144. Defendants Global and Green Acre discriminated against plaintiff
2 Sanchez and members of the Green Acre subclass in the terms and conditions of
3 employment and discharged them from employment based on national origin and
4 race.
5

6 C. ADDITIONAL FACT ALLEGATIONS PERTAINING TO
7 THE VALLEY FRUIT SUBCLASS

8 145. In January 2004, plaintiff Jose Perez went to WorkSource in Yakima,
9 Washington to apply for work.

10 146. In January 2004, plaintiff Perez met with defendant Global at the
11 WorkSource office.
12

13 147. In January 2004, defendant Global hired plaintiff Perez at the
14 WorkSource office.

15 148. Defendant Global directed members of the Valley Fruit subclass,
16 including plaintiff Perez, to meet certain production standards in the pruning,
17 thinning, and harvesting.
18

19 149. The Valley Fruit job orders provided to DOL, ESD and workers
20 recruited for Valley Fruit did not include any production standards for pruning,
21 thinning or harvesting.
22
23

1 150. During the pear harvest, members of the Valley Fruit subclass asked
2 to be paid by piece rate.

3 151. Defendant Global refused to pay plaintiff Perez and members of the
4 Valley Fruit subclass the piece rate of \$19 per bin as promised in the work order.
5

6 152. In mid August 2004, after the members of the Valley Fruit subclass
7 objected to the pay rate offered by defendant Global in the amount of \$13.50 a bin,
8 defendant Global fired the entire crew of Valley Fruit subclass members then
9 working with plaintiff Perez at Valley Fruit orchards, including plaintiff Perez.
10

11 153. At the same time Valley Fruit subclass members were fired as set
12 forth in paragraph 152, a supervisor for defendant Global informed the members of
13 the Valley Fruit subclass that defendant Global had another group of workers to do
14 the work.

15 154. Defendants Global and Valley Fruit failed to comply with the
16 progressive disciplinary process before terminating plaintiff Perez and other
17 members of the Valley Fruit subclass.
18

19 155. Defendants Global and Valley Fruit failed to provide written
20 statements of earnings to plaintiff Perez that consistently included the employer's
21 address and telephone number, the beginning and ending dates of the pay period,
22 and the number of piece work units earned when paid by the piece rate.
23

1 156. Defendants Global and Valley Fruit failed to comply with the working
2 arrangement and the terms and conditions of employment by:

- 3 a. Imposing productivity standards not included in the job orders
4 provided to DOL, ESD and workers recruited for Valley Fruit;
5
6 b. Failing to provide employment for the promised work period;
7 and
8
9 c. Failing to comply with the progressive discipline process set
10 forth in the job order before terminating plaintiffs.

11 157. Defendants Global and Valley Fruit failed to pay wages due to
12 members of the Valley Fruit subclass by failing to pay the promised piece rate.

13 158. Defendant Global and Valley Fruit failed to provide adequate written
14 pay statements to members of the Valley Fruit subclass.

15 159. On June 3, 2005, the Washington State Department of Labor and
16 Industries sent a Notice of Violation and Assessment of Wages and Penalties to
17 defendant Global for failing to provide all information required on statements of
18 earnings to workers including the employer's address and telephone number, the
19 beginning and ending dates of the pay period, and the rate of pay for "other" hours.
20
21
22
23

1 160. Defendants Global and Valley Fruit discharged plaintiff Perez and
2 members of the Valley Fruit subclass from employment for other than lawful job-
3 related reasons.

4
5 161. Defendants Global and Valley Fruit discriminated against plaintiff
6 Perez and members of the Valley Fruit subclass in the terms and conditions of
7 employment and discharged them from employment based on national origin and
8 race.

9
10 **CAUSES OF ACTION**

11 A. **PLAINTIFF CLASS – U.S. RESIDENT WORKERS**

12
13 **AWPA Violations**

14 162. Defendants Global, Green Acre and Valley Fruit intentionally
15 provided false and misleading information to the plaintiff class about the terms,
16 conditions, and existence of employment in violation of 29 U.S.C. § 1831(e) and
17 29 U.S.C. § 1821(f).

18 **FLCA Violations**

19
20 163. Defendant Global violated the rights of the plaintiff class by providing
21 false and misleading information about the terms, conditions, and existence of
22 employment in violation of RCW 19.30.120(2).
23

1 164. Defendant Global violated the rights of the plaintiff class by failing to
2 provide an adequate written disclosure of the terms and conditions of employment
3 at the time of recruitment or hiring and failing to provide the disclosure in Spanish
4 as required by RCW 19.30.110(7).
5

6 165. Defendant Global violated the rights of the plaintiff class by acting as
7 a farm labor contractor and failing to carry a current farm labor contractor's license
8 and surety bond at all times as required by RCW 19.30.020, 040, and 110.
9

10 166. Defendants Green Acre and Valley Fruit knowingly used the services
11 of an unlicensed farm labor contractor, making them personally, jointly, and
12 severally liable for defendant Global's violations of the Farm Labor Contractors
13 Act, under RCW 19.30.200.

14 B. DENIED WORK SUBCLASS

15 AWPA Violations

16 167. Defendants Global, Green Acre, and Valley Fruit intentionally failed
17 to offer and provide employment to the Denied Work subclass in violation of 29
18 U.S.C. § 1832(c) and 29 U.S.C. § 1822(c).
19
20
21
22
23

1 **FLCA Violations**

2 168. Defendant Global violated the rights of members of the Denied Work
3 subclass by failing to offer and provide employment to the subclass in violation of
4 RCW 19.30.110(5).
5

6 **Section 1981 – Race Discrimination**

7 169. Defendant Global unlawfully discriminated against plaintiffs based on
8 race in violation of 42 U.S.C. § 1981 when it refused to hire members of the
9 Denied Work subclass or failed to provide the subclass with adequate information
10 to report for work because it preferred to hire H-2A workers from Thailand.
11

12 **WLAD - National Origin Discrimination**

13 170. Defendant Global unlawfully discriminated against plaintiffs based on
14 race or national origin in violation of RCW 49.60.180 when it refused to hire
15 members of the Denied Work subclass or failed to provide the subclass with
16 adequate information to report for work because it preferred to hire H-2A workers
17 from Thailand.
18
19
20
21
22
23

C. GREEN ACRE SUBCLASSAWPA Violations

171. Defendants Global and Green Acre intentionally violated the working arrangement with members of the Green Acre subclass by failing to provide hours of work promised, failing to provide employment for the promised work period, failing to provide employer provided transportation, enforcing undisclosed productivity standards, and failing to comply with the promised discipline process before termination, in violation of 29 U.S.C. § 1832(c) and 29 U.S.C. § 1822(c).

172. Defendants Global and Green Acre intentionally failed to pay wages due to the Green Acre subclass under the terms of the working arrangement, in violation of 29 U.S.C. § 1832(a) and (c) and 29 U.S.C. § 1822(a) and (c).

173. Defendants Global and Green Acre intentionally failed to provide adequate written pay statements to the Green Acre subclass as required by 29 U.S.C. § 1831(c) and 29 U.S.C. § 1821(d).

FLCA Violations

174. Defendant Global violated the agreement it had with members of the Green Acre subclass by failing to provide hours of work promised, to provide employment for the promised work period, to provide employer provided transportation, enforcing undisclosed productivity standards and failing to comply

1 with the promised discipline process before termination, in violation of RCW
2 19.30.110(5).

3 175. Defendant Global violated the rights of members of the Green Acre
4 subclass by failing to pay wages due in violation of RCW 19.30.110(4).

5
6 176. Defendant Global violated the rights of members of the Green Acre
7 subclass by failing to provide adequate written pay statements as required by RCW
8 19.30.110(8).

9 **Washington State Wage Claims**

10
11 177. Defendants Global and Green Acre willfully withheld wages of the
12 Green Acre subclass in violation of RCW 49.52.050.

13 **Section 1981 – Race Discrimination**

14 178. Defendants Global and Green Acre unlawfully discriminated against
15 members of the Green Acre subclass based on race in violation of 42 U.S.C. §
16 1981.

17
18 **WLAD - National Origin Discrimination**

19 179. Defendants Global and Green Acre unlawfully discriminated against
20 members of the Green Acre subclass based on race or national origin in violation
21 of RCW 49.60.180(2) and (3).

1 D. VALLEY FRUIT SUBCLASS

2 AWPA Violations

3 180. Defendants Global and Valley Fruit intentionally violated the working
4 arrangement with members of the Valley Fruit subclass by failing to provide
5 employment for the promised work period, enforcing undisclosed productivity
6 standards, and failing to comply with the promised discipline process before
7 termination, as provided by 29 U.S.C. § 1832(c) and 29 U.S.C. § 1822(c).
8

9 181. Defendants Global and Valley Fruit intentionally failed to pay wages
10 due to the Valley Fruit subclass, including the applicable piece rate, under the
11 terms of the working arrangement, in violation of 29 U.S.C. § 1832(a) and (c) and
12 29 U.S.C. § 1822(a) and (c).
13

14 182. Defendants Global and Valley Fruit intentionally failed to provide
15 adequate written pay statements for the Valley Fruit subclass as required by 29
16 U.S.C. § 1831(c)(1)(a) and 29 U.S.C. § 1821(d)(1)(a).
17

18 FLCA Violations

19 183. Defendant Global violated the agreement it had with members of the
20 Valley Fruit subclass by failing to provide employment for the promised work
21 period, enforcing undisclosed productivity standards, and failing to comply with
22
23

1 the promised discipline process before termination, in violation of RCW
2 19.30.110(5).

3 184. Defendant Global violated the rights of members of the Valley Fruit
4 subclass by failing to pay wages due, including the applicable piece rates, in
5 violation of RCW 19.30.110(4).
6

7 185. Defendant Global violated the rights of members of the Valley Fruit
8 subclass by failing to provide adequate written pay statements as required by RCW
9 19.30.110(8).
10

11 **Washington State Wage Claims**

12 186. Defendants Global and Valley Fruit willfully withheld wages of the
13 Valley Fruit subclass in violation of RCW 49.52.050.

14 **Section 1981 – Race Discrimination**

15 187. Defendants Global and Valley Fruit unlawfully discriminated against
16 members of the Valley Fruit subclass based on race in violation of 42 U.S.C. §
17 1981.
18

19 **WLAD - National Origin Discrimination**

20 188. Defendants Global and Valley Fruit unlawfully discriminated against
21 members of the Valley Fruit subclass based on race or national origin in violation
22 of RCW 49.60.180(2) and (3).
23

PRAYER FOR RELIEF

Plaintiffs ask this Court to grant them the following relief:

1. Certify this action as a class action and all subclasses pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3);

2. Declare that defendants Global, Green Acre and Valley Fruit intentionally violated the AWPAs;

3. Enter a permanent injunction pursuant to 29 U.S.C. § 1831(c) and (e) and 29 U.S.C. § 1821(d) and (f) requiring defendant Global to provide accurate disclosure of information in job orders, and accurate and complete written pay statements;

4. Award each of the plaintiffs and the other members of the class their actual damages or statutory damages of up to \$500, whichever is greater, for each violation of the AWPAs;

5. Declare that defendants Green Acre and Valley Fruit knowingly used the services of an unlicensed farm labor contractor and therefore are jointly and severally liable for the actions of defendant Global pursuant to RCW 19.30.200;

6. Declare that defendant Global violated the FLCA;

7. Award each of the plaintiffs and the other members of the class their actual damages or statutory damages of \$500 whichever is greater, for each

1 violation of the FLCA, together with the cost of suit including reasonable
2 attorneys' fees and costs pursuant to RCW 19.30.180;

3 8. Order the surety to tender to the Court an amount equal to the full
4 amount of all applicable bonds, or the damages awarded to plaintiffs, whichever is
5 less, and provide notice of the intent to tender this amount to the Director of Labor
6 and Industries pursuant to RCW 19.30.170(6);

7
8 9. Enter a permanent injunction pursuant to RCW 19.30.180 requiring
9 defendant Global to comply with FLCA's licensing, bonding and disclosure
10 requirements, and specifically to provide all workers with a written statement
11 adequately describing the terms and conditions of employment in Spanish or the
12 language common to workers who are not fluent or literate in English;

13
14 10. Award each of the plaintiffs and the other members of the class twice
15 the amount of wages willfully withheld as exemplary damages, together with costs
16 of suit and reasonable attorney's fees pursuant to RCW 49.52.070;

17
18 11. Award each of the plaintiffs and all class members their actual
19 damages for violations of 42 U.S.C. § 1981 together with the cost of suit, including
20 reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988;

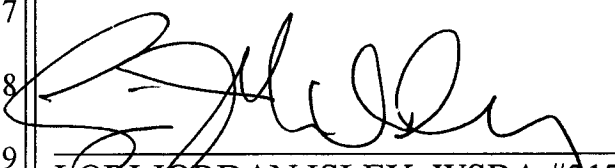
21 12. Award each of the plaintiffs and all class members their actual
22 damages for violations of the Washington State Law Against Discrimination,
23

1 together with the cost of suit including reasonable attorneys' fees and costs
2 pursuant to RCW 49.60.030(2);

3 13. Grant other further relief as just and appropriate.
4

5 DATED this 12th day of July, 2005
6

7 COLUMBIA LEGAL SERVICES

8 
9 _____
10 LORI JORDAN ISLEY, WSBA #21724
11 MIRTA LAURA CONTRERAS, WSBA # 21721
12 JOACHIM MORRISON, WSBA # 23094
13 Attorneys for Plaintiffs

14 PAINE, HAMBLIN, COFFIN, BROOKE & MILLER LLP

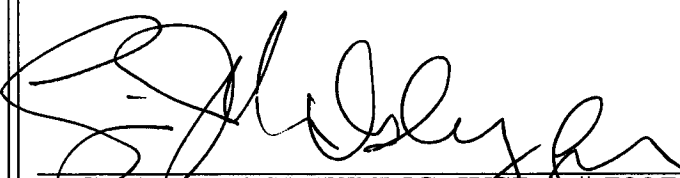
15 
16 _____
17 RICHARD W. KUHLMAN, WSBA # 7927
18 DEVRA S. HERMOSILLA, WSBA # 31169
19 Attorneys for Plaintiffs
20
21
22
23

EXHIBIT 1

U.S. DEPARTMENT OF LABOR
Employment and Training Administration

APPLICATION
FOR
ALIEN EMPLOYMENT CERTIFICATION

IMPORTANT: READ CAREFULLY BEFORE COMPLETING THIS FORM

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

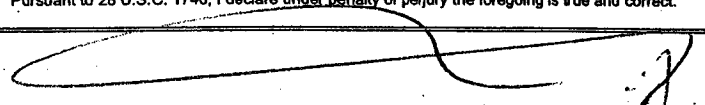
To knowingly furnish any false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by \$10,000 fine or 5 years in the penitentiary, or both (18 U.S.C. 1001)

PART A. OFFER OF EMPLOYMENT

1. Name of Alien (Family name in capital letter, First, Middle, Maiden) Unknown												
2. Present Address of Alien (Number, Street, City and Town, State ZIP code or Province, Country)										3. Type of Visa (If in U.S.)		
The following information is submitted as an offer of employment.												
4. Name of Employer (Full name of Organization) Global Horizons Manpower, Inc.										5. Telephone 310-234-8475		
6. Address (Number, Street, City and Town, State ZIP code) 11111 Santa Monica Blvd., Suite 1440, Los Angeles, CA 90025												
7. Address Where Alien Will Work (if different from item 6) Green Acre Farms, 451 N. Island Rd., Harrah, Washington 98933												
8. Nature of Employer's Business Activity Farm Labor Contractor		9. Name of Job Title Farmworker, Fruit II			10. Total Hours Per Week a. Basic 40 b. Overtime n/a		11. Work Schedule (Hourly) 6:00 a.m. 2:30 p.m.		12. Rate of Pay a. Basic \$ \$8.71/hour per b. Overtime \$ per hour			
13. Describe Fully the job to be Performed (Duties) Workers will prune (apples, pears, peaches, nectarines), conduct frost setup (apples, pears, peaches, nectarines), thin (apples, pears, peaches, nectarines), pull and retract shade cloth, hull weeds, plant trees (apples), install trellises (apples), conduct tree training (apples), spread bins (apples, pears, peaches, nectarines), harvest (apples, pears, peaches, nectarines), train (hops), and harvest (hops), working as a member of a crew under the supervision of a field supervisor. (Continued on attachment).												
14. State in detail the MINIMUM education, training, and experience for a worker to perform satisfactorily the job duties described in item 13 above.										15. Other Special Requirements		
EDUCATION (Enter number of years)		Grade School	High School	College	College Degree Required (specify)		Ability to stand, bend, stoop and crouch for prolonged periods; good eye-hand coordination; ability to lift and carry up to 75 pounds.					
		NO	NE		Major Field of Study							
TRAINING		No. Yrs.		No. Mos.	Type of Training							
EXPERIENCE		Job Offered		Related Occupation		Related Occupation (specify)						
		Number										
		Yrs.	Mos.	Yrs.	Mos.							
		0										
16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor Field Supervisor										17. Number of Employees Alien Will Supervise 0		
ENDORSEMENTS (Make no entry in section - for Government use only)												
Date Forms Received												
L.O.						S.O.						
R.O.						N.O.						
Ind. Code						Occ. Code						
Occ. Title												

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

ETA 750 (Oct. 1979)

18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY				19. IF JOB IS UNIONIZED (Complete)			
a. No. of Offerings To Be Made By Aliens Under Job Offer		b. Exact Dates You Expect To Employ Alien		a. Number of Local		b. Name of Local	
		From To		n/a		c. City and State	
		2/2/04 11/5/04					
20. STATEMENT FOR LIVE-AT-WORK JOB OFFERS (Complete for Private Household ONLY)							
a. Description of Residence			b. No. Persons residing at Place of Employment			c. Will free board and private room not shared with anyone be provided? ("X" one)	
("X" one) ☐ House ☐ Apartment			Adults BOYS GIRLS Children Ages			☐ YES ☐ NO	
21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)							
Advertising as specified by USDOL. Posting help wanted notice on employers' web site.							
22. Applications require various types of documentation. Please read Part II of the instructions to assure that appropriate supporting documentation is included with your application.							
23. EMPLOYER CERTIFICATIONS							
By virtue of my signature below, I HEREBY CERTIFY the following conditions of employment.							
a. I have enough funds available to pay the wage or salary offered the alien. b. The wage offered equals or exceeds the prevailing wage and I guarantee that, if a labor certification is granted, the wage paid to the alien when the alien begins work will equal or exceed the prevailing wage which is applicable at the time the alien begins work. c. The wage offered is not based on commissions, bonuses, or other incentives, unless I guarantee a wage paid on a weekly, bi-weekly, or monthly basis. d. I will be able to place the alien on the payroll on or before the date of the alien's proposed entrance into the United States. e. The job opportunity does not involve unlawful discrimination by race, creed, color, national origin, age, sex, religion, handicap, or citizenship. f. The job opportunity is not: (1) Vacant because the former occupant is on strike or is being locked out in the course of a labor dispute involving a work stoppage. (2) At issue in a labor dispute involving a work stoppage. g. The job opportunity's terms, conditions and occupational environment are not contrary to Federal, State or local law. h. The job opportunity has been and is clearly open to any qualified U.S. worker.							
24. DECLARATIONS							
DECLARATION OF EMPLOYER Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury the foregoing is true and correct.							
SIGNATURE						DATE	
						12-18-03	
NAME (Type or Print)				TITLE			
Mordechai Orian				President			
AUTHORIZATION OF AGENT OF EMPLOYER I HEREBY DESIGNATE the agent below to represent me for the purposes of labor certification and I TAKE FULL RESPONSIBILITY for accuracy of any representations made by my agent.							
SIGNATURE OF EMPLOYER						DATE	
NAME OF AGENT (Type or Print)				ADDRESS OF AGENT (Number, Street, City, State, ZIP code)			