

Farm Labor Contractor & Worker Disclosure Statement

Employment Standards Program Attn: Farm Labor Unit PO Box 44510 Olympia WA 98504-4510

Wage & Working Conditions

Email: ESFarmLabor@Lni.wa.gov

Farm labors contractors *must* give each worker a copy of this completed form in English *and* in the workers' preferred language. Translated copies of this form are available at: www.Lni.wa.gov/go/F700-046-000. Click on the "Other Languages" dropdown list.

Farm Labor Contractor Information

Farm Labor Contractor Business Name	License Holder Name		
RF Administrative Services, LLC	Michael W. Roche		
Farm Labor Contractor License Number 085-025	Farm Labor Contractor License Expiration Date 12/31/2025		
Email Address	Phone Number	Cell Pho	ne Number
trentfuller@rochefruit.com	(509)248-7200		
Physical Address	City	State	Zip Code
1261 E Pomona Rd	Yakima	WA	98901
Mailing Address (if different)	City	State	Zip Code
PO Box 27	Yakima	WA	98907
Name of Surety Bond/Bank	Amount of Bond/Assignmen	t of Account	
Liberty Mutual Surety	\$20,000		
Surety/Bank Mailing Address	City	State	Zip Code
450 Plymouth Road, Suite 400	Plymouth Meeting	PA	19462

Washington Farm Labor Contractor's Law requires a surety bond or substitute security permitted under <u>RCW 19.30.040</u>. A surety bond is insurance that can help ensure workers will be paid what they are owed.

Employment Information

▶ Approximate Season Start & End Dates (Provide your best estimate at this time. Do not leave this section blank.)

Estimated Start Date	Estimated End Date
February 1, 2025 (See Attachment A for addition	al November 15, 2025 (See Attachment A for additional
detail.)	detail.)

▶ Wages

Employees – If you believe you were not paid correctly, you can file either a Workers Rights Complaint Form (<u>F700-148-000</u>) or a Farm Labor Contractor Complaint Form (<u>F700-109-000</u>), both available at <u>www.Lni.wa.gov</u>

Hourly Rate (Additional space available at the bottom of this form.)	
Type of Work:	Hourly Rate:
Pruning, Trellising, Tying, Training, Thinning, Suckering, Irrigating, Picking/Harvesting, Pest Control, Weed Control, Orchard/Farm Clean-Up, Planting, Irrigation/Trellis Installation, and General Farm labor. Work as assigned which may include operating agricultural equipment, supervising agricultural workers, or driving farm vehicles to transport equipment, personnel products, or supplies.	\$16.66 per hour (minimum) may be augmented by a weekly bonus *See "Bonus" section on page 3.

*See Attachment A for additional information concerning the type of work that may be assigned, the uncertain duration of some work engagements, and when and how hourly rate work may be paid by Contractor for this and any other "Type of Work", including, without limitation, under a Clearance Order covered by the H-2A Program.	**Depending on horticultural, environmental, and/or industry factors, Contractor may, from time to time, change this work to be paid at piece rates consistent with the requirements of the "Piece Rate Pay" section in attached Attachment A.
	\$
	\$
	\$
	\$

► Wages (continued)

☑ Piece Rate (Additional space available at the bottom of this form.)

Type of Work	Crop	Variety	Piece Rate	Incentive (if applicable)
			\$	
			\$	
			\$	
			\$	
			\$	2

Bonus	
⊠ Yes	No

If "Yes", explain how workers can earn bonuses.

All apple harvest work will be paid at a base hourly rate of \$16.66 per hour, unless an H-2A Program Clearance Order is in effect. For some harvest work, the hourly wage will be the only form of compensation. The hourly wage will be the only form of compensation when the employer, in its sole discretion, believes fruit quality, density, or other horticultural conditions require a methodical process on pace that is not appropriate or customary for a piece rate or hourly-plus-bonus work.

For most harvest work, the base hourly rate will be subject to augmentation by a weekly bonus when the employee's productivity exceeds the value of his or her base hourly wages. When in effect, the weekly bonus shall operate to ensure that the worker's total compensation is not less than:

Apples: The number of bins picked multipled by the following vaules:

Golden/Red Delicious \$22.00 per bin Pink Lady/Cripps Pink \$30.00 per bin Ambrosia, Fuji, Gala, Granny Honey Crisp, Cosmic Crisp \$31.76 per bin

Cherries: The number of buckets picked multipled by the following vaules:

Benton, Bing, Chelan, Rainier: \$4.00 per 20lb. bucket

All thinning, pruning, and training work will be paid at a base hourly rate of \$16.66 per hou, unless an H-2A Program Clearance Order is in effect. For some thinning, pruning and training work the hourly wage will be the only form of compensation. The hourly wage will be the only form of compensation when the employer, in its sole discretion, believes the fruit quality, density, or other horoticultural conditions require a methodical process on pace that is not appropriate or customary for a piece rate or hourly-plus bonus work.

For most thinning, pruning, and training work, the base hourly rate will be subject to augmentation by a weekly bonus when the employee's productivity exceeds the value of his or her base hourly wages. When in effect the weekly bonus, if any, is based on crop type, variety, size, age, condition, and volume, weather, tree density, the manner in which the work is being performed and other horticultural and industry factors. Productivity for the purposes of determining when a bonus will be earned will be based upon the following rates:

Thinning \$0.05 to \$4.00 per tree.
Pruning and training \$ 0.10 to \$4.00 per tree

▶ Benefits

Personal Loans
☐ Yes No
If "Yes", list terms and conditions:
Transportation
☐ Provided Entire Duration ☐ Provided from when an H-2A Program Clearance Order is in effect for a specific location and time period to when the Clearance Order expires, but only with respect to those employees who accept employment with Contractor under the terms of the Clearance Order, and then only (a) when and if the employee is eligible to receive transporation under the Clearance Order, (b) with respect to the locations and time period covered by the Clearance Order, and (c) to the extent required under the Clearance Order. See Attachement A for additional H-2A Program and Clearance Order information. ☐ Not Provided
If "Provided": ☑ Cost is covered by employer or FLC ☐ Cost to employee \$
List terms and conditions including pick up and drop off locations (example: housing to job site/daily): Housing to job site/daily.
Housing/Boarding
Provided Entire Duration Provided from when an H-2A Program Clearance Order is in effect for a specific location and time period to when the Clearance Order expires, but only with respect to those employees who accept employment with Contractor under the terms of the Clearance Order, and then only (a) when and if the employee is eligible to receive housing under the Clearance Order, (b) with respect to the locations and time period covered by the Clearance Order, and (c) to the extent required under the Clearance Order. See Attachement A for additional H-2A Program and Clearance Order information. Further, Contractor reserves the right to offer other housing to certain employees under the terms and conditions of separate agreements entered into by and between Contractor and said employees, which terms will state, without limitation, said housing's location and rental obligations (if any).
If "Provided": ☐ Cost is covered by employer or FLC ☐ Cost to employee \$ List terms and conditions including address and description of housing provided (example: dorm-style; shared bath, single-family home, hotel): Dorm-style housing with shared bathroom located at 857 E. Pomona Rd., Yakima, WA 98901; 1507 N 1st St., Yakima, WA 98901; 13484 Old Naches Hwy, Naches, WA 98937; 9206 Rd. G. 5 SW, Royal City, WA 99357; 12006 Rd. E SW, Royal City, WA 99357; 5430 Rd. P NW, Quincy, WA 98848; 4461 Ringold Rd., Eltopia, WA 99330; 2961 Glenwood Rd., Eltopia, WA 9930; 240 Acacia St. W., Royal City, WA 99357; 752a S. O'Brian Rd., Othello, WA 99344; and 2702 West Bench Rd., Othello, WA 99344
Health Benefit
□ Provided □ Not Provided
If "Provided": Cost is covered by employer or FLC Cost to employee \$100.00-\$645.00 per month if employee elects to maintain health insurance for himself/herself, his/her spouse, and/or his/her children. The amounts are subject to change from time to time, when and as Contractor makes changes to Contractor's health insurance plan and/or employee benefit policies.
List terms and conditions (example: on-site first aid, health insurance): Health insurance is offered to eligible employees in accordance with the eligibility requirements, conditions, and costs set forth in the accompanying documentation that describes Contractor's health insurance enrollment process and the costs associated therewith, which are subject to change from time to time.
Day Care Services

Provided Not Provided			
If "Provided":	10		
Cost is covered by employer	Cost to employee \$		
► Equipment and Clothing,	including Personal Protec	tive Equipme	nt (PPE)
Note: Some PPE may be required by I			•
health/preventing-injuries-illnesses/get			
A. Equipment and clothing required for this jo		anamiata wark atti	ca): Diaking bass.
All clothing (including, without limitation Pruners.	on, long parits, shoes, and other app	propriate work atti	e), Picking bags;
B. Equipment and clothing employer will prov All spray suits, safety glasses, and other gear			urited by law
Thi spray suits, safety glasses, and other geal	Theeded for Spray Work, Ladders, Masks and	uioi respirators as req	uned by law.
► Where Employees will be	Working		
1.			
Business Name (of the company the FLC has See Attachment A for a Complete Lis		Associated Inforn	nation.
Contact Name (Business Owner or Owner's A		Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the	location (Example: picking cherries; tree thi	nning; planting)	0
By checking this box, I affirm that	I have no knowledge of a strike or k	ockout at this locat	tion.
2.			
Business Name (of the company the FLC has	s contracted with)		
Contact Name (Business Owner or Owner's A	Agent)	Phone Number	
Mailing Address	City	State	Zip Code
	<u> </u>		
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the	location (Example: picking cherries; tree the	nning; planting)	
By checking this box, I affirm that	I have no knowledge of a strike or k	ockout at this loca	tion.
3.			
Business Name (of the company the FLC has	s contracted with)		
Contact Name (Business Owner or Owner's	Agent)	Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
			,

Specific crop and job duties completed at the lo	ocation (Example: picking cherries; t	ree thinning; planting)	
☐ By checking this box, I affirm that I	have no knowledge of a strike	e or lockout at this loca	 ition.
4.			
Business Name (of the company the FLC has	contracted with)		
Contact Name (Business Owner or Owner's Ag	gent)	Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the lo	ocation (Example: picking cherries; t	ree thinning; planting)	
☐ By checking this box, I affirm that I	have no knowledge of a strike	e or lockout at this loca	ntion
5.			
Business Name (of the company the FLC has	contracted with)		
Contact Name (Business Owner or Owner's Ag	gent)	Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the lo	ocation (Example: picking cherries; t	ree thinning; planting)	
☐ By checking this box, I affirm that I	have no knowledge of a strike	e or lockout at this loca	etion.
Are there any arrangement at the works compensation or benefit from the works			a monetary
☐ Yes			
f "Yes", please explain:			
Signature			
Print Worker's Name	Worker's Signature	С	Pate
Farm Labor Contractor Signature		Date	

H-2A workers can refer to their federal ETA 790 Clearance Order for additional information about the terms and conditions of employment listed in their federal guest worker agreement.

Additional Space for Wages Section

Hourly Rate

ype of Work:	Hourly Rate:
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Piece Rate

Type of Work	Crop	Variety	Piece Rate	Incentive (if applicable)
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
1112			\$	
			\$	
			\$	

Additional Space for Customers: Where Employees will be Working 6. Business Name (of the company the FLC has contracted with) Contact Name (Business Owner or Owner's Agent) Phone Number Mailing Address City State Zip Code Workplace Address City State Zip Code Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting) By checking this box, I affirm that I have no knowledge of a strike or lockout at this location. 7. Business Name (of the company the FLC has contracted with) Contact Name (Business Owner or Owner's Agent) Phone Number Mailing Address City State Zip Code Workplace Address City State Zip Code Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting) By checking this box, I affirm that I have no knowledge of a strike or lockout at this location. 8. Business Name (of the company the FLC has contracted with) Contact Name (Business Owner or Owner's Agent) Phone Number Mailing Address City State Zip Code Workplace Address City Zip Code State Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting) By checking this box, I affirm that I have no knowledge of a strike or lockout at this location. 9. Business Name (of the company the FLC has contracted with) Contact Name (Business Owner or Owner's Agent) Phone Number Mailing Address City State Zip Code Workplace Address City State Zip Code

Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; planting)

By checking this box, I affirm that I have no knowledge of a strike or lockout at this location.

IO. Business Name (of the company the FLC has	contracted with)		
Contact Name (Business Owner or Owner's Ag	gent)	Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the lo	ocation (Example: picking cherries; tro	ee thinning; planting)	
By checking this box, I affirm that I	have no knowledge of a strike	or lockout at this loca	tion.
1.			
Business Name (of the company the FLC has	contracted with)		
Contact Name (Business Owner or Owner's Ac	gent)	Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code
Specific crop and job duties completed at the lo	ocation (Example: picking cherries; tr	ee thinning; planting)	
By checking this box, I affirm that I	have no knowledge of a strike	or lockout at this loca	tion.
2.			
Business Name (of the company the FLC has	contracted with)		
Contact Name (Business Owner or Owner's Ag	gent)	Phone Number	
Mailing Address	City	State	Zip Code

Mailing Address City	01-1-	
	State	Zip Code
Workplace Address City	State	Zip Code
Specific crop and job duties completed at the location (Example: picking cherries; tree thinning; plai		Zip Co

13.

Contact Name (Business Owner or Owner's	s Agent)	Phone Number	
Mailing Address	City	State	Zip Code
Workplace Address	City	State	Zip Code

ATTACHMENT A

TO FARM LABOR CONTRACTOR & WORKER DISCLOSURE STATEMENT

(Contractor: RF Administrative Services, LLC)

ADDITIONAL INFORMATION REGARDING WAGES AND OTHER EMPLOYMENT CONDITIONS:

Employment Under a Clearance Order Covered by the H-2A Program: Contractor may, at various times and at various locations, employ employees under the federal H-2A temporary agricultural workers program (the "H-2A Program"). In order to participate in the H-2A Program, Contractor must obtain one or more ETA 790 clearance order certifications from the U.S. Department of Labor that authorizes agricultural work at specific workplace locations for specific time periods (each a "Clearance Order"). A Clearance Order sets forth the compensation and other employment conditions that apply to the work and specific workplace locations and time period authorized under the Clearance order, which will apply to all foreign employees employed by Contractor through the H-2A Program under said Clearance Order, as well as to any domestic employees who accept employment with Contractor under the terms of the Clearance Order. When a Clearance Order is in effect for a specific location and time period, the compensation rates set forth in the Clearance Order will be paid to all employees, foreign and domestic, who perform the tasks covered in such Clearance Order, regardless of whether the domestic workers expressly accept all of the terms of the Clearance Order. This FLCA Disclosure Statement covers all Clearance Orders, and all other work engagements, under which an employee may work in a calendar year.

If employee accepts employment with Contractor under the terms of a Clearance Order, the Clearance Order's terms, conditions, and requirements of employment (including with regard to any right to housing and/or transportation) will supersede the provisions of this Disclosure Statement for the time period and locations for which the Clearance Order applies to the extent the provisions of this Disclosure Statement are inconsistent with any provision of the Clearance Order.

Minimum Hourly Rates of Pay: For locations and time periods covered by a Clearance Order, and for work that is not paid at Piece Rate Pay, Contractor will pay at a minimum hourly rate equal to the applicable adverse effect wage rate (the "AEWR Rate") then in effect as set by applicable law, which, as of January 1, 2025, was \$19.82 per hour. The Clearance Order will also clarify when and where piece-rate wages may be paid. For locations and time periods NOT covered by a Clearance Order, Contractor will pay at a minimum hourly rate equal to the State of Washington minimum wage rate (the "Minimum Wage Rate"), which, as of January 1, 2025, was \$16.66 per hour. Contractor, at all times, reserves the right to pay higher rates based on employee experience, skills, and type of work.

Rest Break Pay: Employee will receive paid rest breaks of 10 minutes for every four hours worked in a single day.

At-Will Employment: For employees who are working under a Clearance Order, the terms of that Clearance Order govern when and how employees may be disciplined and/or terminated. All other employment is "at-will" and subject to Contractor's various seasonal needs. Further, employment is not guaranteed for any period of time nor is there any expectation of work from one seasonal task to another or from one year to the next. Employment may be terminated by either the Contractor or the employee at any time, without notice, and for any reason, or for no reason. Work is generally, but not always, performed Monday through Saturday during daylight hours for approximately eight hours per day. However, depending on horticultural conditions including weather, work may be needed on Sundays, during night hours, and/or for shorter or longer periods of time.

Workers' Compensation: Workers' compensation insurance is provided under the laws of the State of Washington. Name of compensation insurance carrier: Washington State Department of Labor & Industries. Name(s) of policy holder(s): RF Administrative Services, LLC. Person and phone number to be notified in the event of an injury or death: Trent Fuller, (509) 248-7200. Any such notice must be given immediately upon discovery of the injury. Per RCW 51.28.050 and .055, a claim for workplace injury must be filed within one year of the date of injury and a claim for occupational disease must be filed within two years of the date of diagnosis.

Unemployment Compensation: Unemployment insurance is provided to eligible employees under the laws of the State of Washington through the Washington State Employment Security Department.

Migrant and Seasonal Agricultural Worker Protection Act: This Disclosure Statement is given to you in accordance with both the State of Washington Farm Labor Contractor Act and the federal Migrant and Seasonal Agricultural Worker Protection Act.

Surety Bond. Employee has the right to claim against the surety bond held by Contractor in connection with State of Washington issued Farm Labor Contractor License for unpaid wages and any other lawful purpose. The surety bond is further described on the first page of this Disclosure Statement.

WORKPLACE LOCATION INFORMATION:

Contractor assists the below-listed owners of operations at the below-listed places of employment with farm labor activities, management, and operations. For purposes of RCW 19.30.110(7)(h), Contractor serves as the owner's agent for each of the below listed "Owners of Operations." From day-to-day, depending on the Contractor's and the below-listed owners' seasonal needs, employee's place(s) of employment will be at one or more of the following listed locations:

Business Name/Owner of Operations

(the company Contractor has contracted with)	Workplace Address/Place of Employment	Specific Crop(s)
MMP Orchards, LLC (Pomona Ranch)	1261 E. Pomona Road, Yakima, WA	Apples
Goose Hill LLC	30207 N. 410 P.R. NE, Benton City, WA	Apples
Skyline Orchards LLC	8997 Frenchman Hill Road S.W., Quincy, WA	Apples
Elighline, L.L.C.	9018 Road G.5, Royal City, WA	Apples
Circle R. LLC.	15590 Road 9 SW, Royal City, WA	Apples
Rooster, L.L.C.	801 Road 13 SW, Royal City, WA	Apples
MWR Riverside Orchards, LLC	4461 Ringold Road, Eltopia, WA	Apples, Cherries
MWR Holdings, LLC (Naches Heights Ranch)	911 Naches Heights Road, Yakima, WA	Apples, Cherries
MWR Holdings, LLC (Naches Heights Ranch)	132 Ehler Rd., Yakima, WA	Apples, Cherries
MWR Holdings, LLC (Naches Heights Ranch)	1720 Naches Heights Rd. Yakima. WA	Apples, Cherries
MWR Quincy, LLC	18290 Road 7 NW, Quincy, WA	Apples
MWR Quincy, LLC	18290 Road 7 SW, Quincy, WA	Apples
Sunshine Agriculture, Inc.	Rd. H. SW. Royal City, WA	Apples, Cherries
Sunshine Agriculture, Inc.	Rd. 8. SW, Royal City, WA	Apples
Sunshine Agriculture, Inc.	12257 Dodson Rd. S., Royal City, WA	Apples, Cherries
Sunshine Agriculture, Inc.	Royal Rd., Royal City, WA	Apples
Sunshine Agriculture. Inc.	2702 W Bench Rd., Othello, WA	Apples, Cherries
Ascllus	13480 Old Naches Hwy., Naches, WA	Apples, Cherries
Asellus	1595 Young Grade Rd., Yakima, WA	Apples, Cherries
Asellus	761 Shannon Rd., Yakima, WA	Apples, Cherries

By checking this box, Contractor affirms Contractor has no knowledge of a strike, lockout, or the existence of a concerted work stoppage, slowdown, interruption or operations by employees, or other labor dispute at any of the above-listed workplace addresses places of employment.

The contact name, mailing address, and phone number for each of the above-listed Owners of Operations (and each of their owner's agent under RCW 19.30.110(7)(h)) is: Michael Roche, 1261 E Pomona Rd, Yakima, Washington 98901, (509) 248-7200.

The job duties to be completed at each of the above-listed workplace addresses/places of employment are as follows: Pruning, Trellising, Tying, Training, Thinning, Suckering, Irrigating, Picking/Harvesting, Pest Control, Weed Control, Orchard/Farm Clean-Up, Planting, and Irrigation/Trellis Installation for the production of the specific crops grown thereon or such other general agricultural labor tasks as may be assigned by Contractor.

DEPARTMENT OF LABOR AND INDUSTRIES Employment Standards Program FARM LABOR CONTRACTOR LICENSE RE ADMINISTRATIVE SERVICES. Transport W Transport Worke's Yes 🖺 🕞 LLC

Amount of Bond \$20,000

License #

085 25

Address 601 N 1 Ave Yakıma WA 98902

Date Issued | Date Expires | 01/01/2025 | 12/31/2025

604 977 235 052 598-11

Worker's Comp# Signature of Linguistic little for he

F700 052 000 FLC LICENSE 11 2019

DEPARTMENT OF LABOR AND INDUSTRIES EMPLOYMENT STANDARDS PROGRAM OLYMPIA WA 98504-4511

This license is issued in conformity with Chapter 392, laws of 1955, and RCW 19.30 as amended, State of Washington, and must be carried on the person doing business under its authority. No license issued under the provisions of this law shall be transferable or assignable.

F700-052-000 11-2019