

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

SOUTHERN DIVISION

_____)	
MIGUEL ANGEL FUENTES CORDOVA and)	
LEOBARDO MORALES INCLAN)	
on behalf of themselves and all others)	Case No. 14-462
similarly situated,)	
)	
Plaintiffs,)	<u>COMPLAINT – CLASS ACTION</u>
)	
v.)	
)	
R & A OYSTERS, INC., RODNEY L. FOX, and)	
ANN P. FOX)	
)	
Defendants.)	
_____)	

FIRST AMENDED COMPLAINT

PRELIMINARY STATEMENT

1. Plaintiffs are migrant agricultural workers who were admitted to the United States to work under the H-2B temporary foreign worker visa program. The Plaintiffs were employed in the oyster processing operations of Defendants R & A Oysters, Inc. d/b/a R & A Oyster Plant

filing of this Complaint. The Plaintiffs seek redress on behalf of themselves and all other

s of their rights under the Fair Labor

Standards Act, 29 U.S.C. §§ 201, et seq.

Worker Protection Act, 29 U.S.C. §§ 1801, et seq.

2.

from Mexico who shucked oysters and performed other activities related to oyster processing for the Defendants. The Plaintiffs are low-wage migrant workers brought by Defendants to the United States on temporary H-2B work visas because of an apparent shortage of U.S. workers. For years, the Plaintiffs and the other class members have left their homes and families in Mexico and spent considerable money and effort to come to the United States to work for Defendants.

3. The Defendants failed to properly pay the Plaintiffs the federal minimum wage as required by the FLSA. In addition, the Defendants violated the disclosure, recordkeeping, housing, wage statement, wage payment, and working arrangement provisions of the AWPA by

employment as H-

failing to provide housing in accordance with federal law. Defendants also breached their employment contract with Plaintiffs and the other class members. Furthermore, Defendants breached their contracts with the U.S. Department of Labor, which were intended to confer a benefit on Plaintiffs, including guaranteeing the wages 52.93 Tmi35 Tm7.od vis310(e)3.

JURISDICTION

5. Jurisdiction is conferred upon this Court by 29 U.S.C. § 216(b), this action arising under the FLSA, by 29 U.S.C. § 1854(a), this action arising under the AWPA, and by 28 U.S.C. § 1331, this action arising under the laws of the United States. Jurisdiction over the state law contract claims is conferred by 28 U.S.C. § 1367 because these state claims are so closely related to the federal claims that they form part of the same case or controversy.

6. Declaratory relief is authorized pursuant to 28 U.S.C. §§ 2201 and 2202.

VENUE

7. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c). As set

11. At all times relevant to this action, Plaintiffs and the other class members were

17. Defendant Ann P. Fox is the secretary/treasurer of Defendant R & A. She is an individual resident of Louisiana. Defendant Ann P. Fox has significant contacts with the state of Alabama and this district such that jurisdiction and venue are proper in this Court.

18. At all times relevant to this action, Defendant Ann P. Fox employed the Plaintiffs and the other class members within the meaning of 29 U.S.C. § 1802(5) and 29 U.S.C. § 203(g). Defendant Ann P. Fox at all times maintained significant involvement in the management and day-to-day operations of R & A. Ann P. Fox also maintained substantial control over the terms and conditions of Plain

FACTS

H-2B Visas and Recruitment of Workers

19. An employer in the United States may sponsor foreign guest workers to perform that (1) there are insufficient available workers within the United States to perform the jobs, and (2) the employment of foreign guest workers will not adversely affect the wages and working

- a. Payment to all workers of at least the applicable prevailing wage during the entire period of the H-2B labor certification. 20 C.F.R. § 655.22(e) (2008); and
- b. Limiting deductions from wages to only those that are "reasonable." DOL has determined that expenses related to the worker's procurement of a visa and travel from his home to the employer's worksite primarily benefit the employer and are not "reasonable" within the meaning of the FLSA. Accordingly, an employer may not shift these costs to the worker when doing so would effectively bring the worker's earnings below the applicable minimum and/or prevailing wage for the first workweek of employment. 20 C.F.R. § 655.22(g)(1) (2008); Field Assistance Bulletin No. 2009-2, August 21, 2009.

21. Defendant R & A applied for temporary labor certifications to employ foreign workers in Alabama between 2008 and the filing of this Complaint, including, *inter alia*,

27.

certification applications pursuant to 20 C.F.R. § 655.23(b), allowing Defendants to import H-2B workers to fill the labor needs set out in its temporary labor certification applications for the periods 2008 to 2014.

28. Plaintiffs and the other class members maintain their permanent residences at various locations in Mexico where they learned of the job opportunities with Defendants.

29. Plaintiffs and the other class members spent considerable sums of money to obtain their H-2B work visas and travel from their home villages to the United States to work for Defendants in Alabama. Plaintiffs and other class members incurred these costs, which were primarily for the benefit of their employer.

30. Prior to the commencement of the oyster processing seasons between 2008 and 2014, R & A relied on its agent in Mexico, Luis Chavez, to facilitate the hiring of the Plaintiffs and the other class members. Luis Chavez is the brother of Connie L. Chavez of Brownsville, Texas. Luis

31. Prior to the commencement of the 2008-2009, 2009-2010, 2010-2011, and 2011-2012 oyster processing seasons, Plaintiff Fuentes Cordova and the other class members who worked those seasons were required to pay Luis Chavez a fee of \$100.00 to obtain their visas.

32. Prior to the commencement of the oyster processing seasons between 2008 to 2014, Defendants required Plaintiffs and the other class members to pay for the cost of transportation from their hometowns to Matamoros, where they attended their consular

interviews necessary for the issuance of H-2B visas. These transportation costs were approximately \$150.00 for each worker.

33. Plaintiffs and the other class members were required to pay for lodging costs in

40. The above **de facto** deductions for visa, transportation, lodging, border crossing costs that were primarily for the benefit of the Defendants caused the wages of the Plaintiffs and the other class members to fall below the minimum level required by the FLSA and the federal prevailing wage mandated under the H-2B program during their first workweek.

41. employment, Defendant including gloves, overalls, boots, and knives. These tools and equipment were primarily for the benefit of the Defendants within the meaning of the FLSA, 29 U.S.C. § 203, and its implementing regulations, 29 C.F.R. § 531.3(d).

42. prevailing wage required under the H-2B program.

43. employment, Defendant failed to make, keep, and preserve payroll records for Plaintiffs for each pay period as required by the AWPAA, 29 U.S.C. § 1821(d)(1), and its implementing regulations, 29 C.F.R. § 500.80(a). Among other things, the payroll records did not show the number of compensable hours that were paid at piece rate wages versus hourly wages.

44. employment, Defendants failed to provide the Plaintiffs and the other class members on every pay day with an itemized statement as required by the AWPAA, 29 U.S.C. § 1821(d)(2), and its implementing regulations, 29 C.F.R. § 500.80(d). Among other things, the wage statements did not show the number of compensable hours worked at piece rate wages versus hourly wages.

45. At no time during their employment with Defendants did the Plaintiffs or the other class members ever receive a written disclosure statement at the time of recruitment providing information such as the wage rate to be paid, the period of employment, the benefits to be provided to employees, or the costs to be charged, as required by 29 U.S.C. § 1821(a).

46. employment, the Plaintiffs and the housing subclass members lived in employer housing in Alabama.

47. employment, the Defendants owned and controlled the housing where the Plaintiffs and the other housing subclass members lived.

48. Defendants did not request an inspection of the housing or receive a certification that the housing complied with applicable health and safety codes, in violation of the AWPA, 29 U.S.C. §§ 1823(a),(b)(1).

49. Defendants failed to post or provide to the workers a statement of the terms and conditions of housing, in violation of the AWPA, 29 U.S.C. § 1821(c).

Oyster Farming

50. R & A Oysters, Inc. sells oysters harvested from Louisiana, the Gulf of Mexico, and/or nearby waters to retailers throughout the southeastern United States.

52. The State of Louisiana permits private oystermen to lease water bottoms from the state in part to stimulate oyster production and farm oysters. Louisiana leases more acreage than any other state for the purpose of oyster cultivation.

53. The State of Louisiana maintains large acres of water bottoms that are designated as public oyster seed grounds. The State actively manages those grounds to ensure a steady supply of oyster seeds, which oystermen can collect and transplant to the beds in their private

or limestone) on the water bottoms so that the oyster larvae in the water may attach to it and grow. Oystermen who have the required permits can then collect the recently settled oysters and transport them to their beds.

54. Defendant Rodney L. Fox leases approximately 15,000 acres of private water bottoms in Louisiana for the purpose of cultivating and harvesting oysters. In 2010, Defendant Rodney L. Fox invested approximately \$500,000 a year to cultivate his leased oyster beds.

55. Each year, Defendant Rodney L. Fox, transplants small seed oysters from public grounds to the established, hard reefs in his private leases. Defendant establishes his beds by bottoms are too soft or muddy to handle a reef, Defendant develops them over time, including using the crop rotation technique that farmers use on land.

56. After the oysters have grown and are mature enough to be ready for market (usually after 1 to 2 years), Defendant employs his fleet of boats to harvest them from the water bottoms and pack them into burlap sacks to be taken to the processing facilities in Alabama.

Oyster Processing

57. R &

types of containers for sale to restaurants, retailers, and others.

58. Throughout the course of their employment with Defendants, Plaintiffs and the other class members were employed in the handling and processing of oysters in their unmanufactured state in Alabama.

59. Plaintiffs and the other class members shuck crates of oysters by opening them with a knife that is slid between the shell of the oyster and twisted until the oyster pops open. The workers then remove the oyster meat inside the shell by sliding the blade of the knife across the shell to cut the adductor muscle holding the oyster together. The workers then place the oyster meat into a bucket with water. Once they finish shucking a crate of oysters they weigh the meat and record the weight. The shucked meat is then washed, packaged, and frozen until delivered to customers.

60. Plaintiffs and other class members also processed half shell oysters. This job requires removing the top shell of the oyster only with a knife and a hammer and packing it into trays that accommodate a certain number of half shell oysters each. The half shell oysters are then frozen via a cryogenic freezing process, which reduces the presence of the harmful bacteria (*vibrio vulnificus*) that oysters are known to carry. Once frozen and packaged, the oysters are shipped to customers.

61. Processed and package
trucks.

62. Plaintiffs and other class members were required to wear gloves, overalls, and boots as protection from the shucking knives. Plaintiffs and other class members were required to purchase their oyster knives, overalls, gloves, and boots.

COLLECTIVE ACTION/ CLASS ACTION ALLEGATIONS

63. Plaintiffs seek to bring their Fair Labor Standards Act claims (Count I) as a -supervisory workers admitted as H-2B temporary foreign workers pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b), who were employed by the Defendants in Alabama between October 8, 2011 and the present, and who were paid on an e pay practices challenged in this suit border crossing, and visa costs incurred by Plaintiffs and other H-2B workers in coming to work requiring Plaintiffs and other H-2B workers to effectively purchase the tools and equipment required to perform the job. Plaintiffs contend these practices result in violation of the FLSA because the pre-employment expenses constitute de factodeductions required by the FLSA during their first workweek, and the actual and de factodeductions for

64. Pursuant to 29 U.S.C. § 216(b), Plaintiffs Miguel Angel Fuentes Cordova and Leobardo Morales Inclan have consented in writing to be party plaintiffs in this FLSA action. Their written consents are attached to this Complaint as Exhibit B.

65. All claims set forth in Counts II, III, and IV are brought by the Plaintiffs on behalf of themselves and all similarly situated workers pursuant to Federal Rule of Civil Procedure 23(b)(3).

66.

admitted as H-2B temporary foreign workers pursuant to 8 U.S.C. § 1101(a)(15)(H)(ii)(b), who were employed by the Defendants in Alabama between October 8, 2008 until the date of filing of

- a. Whether the failure of the Defendants to pay the Plaintiffs and the other class members the prevailing wage for all compensable hours as required by the H-2B

working arrangement provisions;

- b. Whether the

Defendants will assert similar defenses as to all of the individual Plaintiffs and class members.

Adequacy of Representation

74. Plaintiffs are adequate class representatives. The named Plaintiffs have the same

- b. Many members of the class are unaware of their rights to prosecute these claims and lack the means or resources to secure legal assistance;
- c. There has been no litigation already commenced against the Defendants by the members of the class to determine the questions presented;
- d. It is desirable that the claims be heard in this forum since the Defendants have significant contacts with this district; and
- e. A class action can be managed without undue difficulty since the Defendants have regularly committed the violations complained of herein, and are required to maintain detailed records concerning each member of the class.

COUNT I
FAIR LABOR STANDARDS ACT
(COLLECTIVE ACTION)
Against All Defendants

79. All the foregoing allegations are incorporated by reference as if set forth fully herein.

80. This count sets forth a claim for declaratory relief and damages for the former H-2B workers employed by the Defendants in Alabama who are similarly situated.

81. The Defendants violated the FLSA, 29 U.S.C. § 206(a), by failing to pay Plaintiffs and other H-2B workers at least \$7.25, the federal minimum wage, for every compensable hour of labor they performed during each workweek they were employed.

82. The violations of the FLSA set out in Paragraph 80, resulted, in part, from the employment expenses they incurred which were primarily for the benefit of the Defendants,

Paragraphs 31-40.

83. The violation of the FLSA set out in Paragraph 80 resulted, in part, from the
epayment of loans for tools and equipment primarily for the benefit
of the Defendants, as set forth in Paragraphs 41-42.

84.
federally mandated minimum wages was a willful violation of the FLSA within the meaning of
29 U.S.C. § 225(a).

85.
similarly situated are entitled to recover their unpaid minimum wages, plus an additional equal
amount in liquidat
§ 216(b).

COUNT II
MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT
(CLASS ACTION)
Against All Defendants

86. All the foregoing allegations are incorporated by reference as if set forth fully
herein.

87. This count sets forth a claim by the Plaintiffs and the other members of the class
violations of the Migrant and Seasonal Agricultural
attendant regulations.

88. At all times relevant to this action, Plaintiffs and the other class members were
employed in agricultural employment involving the handling, processing, freezing, or grading
prior to delivery for storage of an agricultural commodity in its unmanufactured state.

89.

accompanying attestations, and the law and regulations applicable to the H-2B program constituted the AWPA working arrangement between the Defendants and the Plaintiffs and the other class members.

90. Defendants violated its working arrangement with Plaintiffs by:

- a. Failing to pay Plaintiffs and the other class members the prevailing wage for the first week of employment by failing to reimburse them for certain pre-employment expenses they incurred primarily for the benefit of Defendants, as set forth in Paragraphs 31-40;
- b. Failing to pay Plaintiffs and the other class members the prevailing wage for every compensable hour worked by deducting repayments for a loan for required work tools as set forth in Paragraphs 41-42.

91. Defendants failed to provide Plaintiffs and the other class members with written disclosures required by the AWPA, 29 U.S.C. § 1821(a), and its implementing regulations, 29 C.F.R. § 500.88(a).

92. Defendants failed to make, keep, and preserve payroll records for Plaintiffs and the other class members as required by the AWPA, 29 U.S.C. § 1821(d)(1), and its implementing regulations, 29 C.F.R. § 500.88(a). Among other things, the payroll records do not show the number of hours worked at piece rate wages.

93. Defendants did not provide Plaintiffs and the other class members on each pay day with an itemized pay statement as required by AWPA, 29 U.S.C. § 1821(d)(2), and its implementing regulations, 29 C.F.R. § 500.88(d). Among other omissions, the wage statements

compensable hours worked at piece rate wages.

94. Defendants did not request an inspection of the housing or receive a certification that the housing complied with applicable health and safety codes in violation of the AWPAs, 29 U.S.C. §§ 1823(a),(b)(1).

95. Defendants failed to post or provide to the Plaintiffs and the other housing subclass members a statement of the terms and conditions of housing in violation of the AWPAs, 29 U.S.C. § 1821(c).

96. The violations of the AWPAs and its attendant regulations as set forth in this count were the natural consequences of the conscious and deliberate actions of the Defendants and were intentional within the meaning of the AWPAs, 29 U.S.C. § 1854(c)(1).

97.

as set forth in this count, Plaintiffs and the other class members have suffered damages.

COUNT III
BREACH OF EMPLOYMENT CONTRACT
(CLASS ACTION)
Against Defendants R&A Oysters, Inc. and Rodney L. Fox

98. All the foregoing allegations are incorporated by reference as if set forth fully herein.

99. This count sets forth a claim for

the other class members.

100. The terms and conditions provided in the temporary labor certification (ETA Form 9142B), its accompanying attestations, and the law and regulations applicable to the H-2B program constituted the employment contracts between Plaintiffs and Defendants.

101. Plaintiffs and the other class members satisfactorily performed all employment duties and responsibilities required of them under the employment contracts with the Defendants.

102. The Defendants breached the employment contracts with Plaintiffs by compensating the Plaintiffs at rates below the federal minimum wage and applicable prevailing wage for their work.

103. Plaintiffs and the other class members suffered from various injuries, for which Plaintiffs and the other class members are entitled to actual and consequential damages and prejudgment interest.

COUNT IV
THIRD-PARTY BENEFICIARY CLAIM OF BREACH OF CONTRACT
(CLASS ACTION)
Against Defendants R&A Oysters, Inc. and Rodney L. Fox

104. All the foregoing allegations are incorporated by reference as if set forth fully herein.

105. This count sets forth a third-party beneficiary claim for damages resulting from the breach of the contracts between the U.S. Department of Labor and R & A Oysters, Inc. and Rodney L. Fox during the oyster seasons between 2008 and 2014.

106. The temporary labor certifications (ETA Form 9142B) filed by Defendants R & A and Rodney L. Fox, as described in paragraphs 20-27, and subsequently approved by DOL, constitute valid and enforceable contracts.

107. These contracts were clearly and definitely intended to confer benefits on the Plaintiffs and other class members, as they established the essential terms of the working conditions described in paragraphs 20, 22, 24, and 25.

Inclan, and other Opt-In Plaintiffs filed this lawsuit, asserting, in part, their rights under the FLSA. On November 19, 2014, Defendants R&A and Ann P. Fox were served with notice of this suit; on November 23, 2014, Rodney L. Fox was served with notice of this suit.

116.

127.

-retaliation provisions, 29 U.S.C. § 1855(a).

128.

Retaliatory conduct as described above, Plaintiffs Alejandro de la Cruz, Angulo Quintana, de la Cruz Hernandez, de la Cruz Torea, Dominguez Amezquita, Hernandez Wilson, and Morales Inclan suffered substantial damages.

129.

Retaliatory conduct as described above, Retaliated Plaintiffs are entitled to recover damages, and any other legal or equitable relief as may be appropriate to effectuate the purposes of Section 1855(a). All Plaintiffs seek an order enjoining the Defendants present or former H-2B workers, many of whom are prospective members of the AWPA class action.

PRAYER FOR RELIEF

Wherefore, Plaintiffs and the other class members pray this Court will enter an order:

1. Permitting this case to proceed as a collective action with respect to the claims set forth in Count I;
2. Certifying this case as a class action in accordance with Federal Rules of Civil Procedure 23(b)(3) with respect to the claims set forth in Counts II, III, and IV;
3. Granting judgment in favor of Plaintiffs and others similarly situated and against Defendants R & A Oysters, Inc., Rodney L. Fox, and Ann P. Fox, jointly and severally, in the amount of his unpaid minimum wages, along with an equal amount of liquidated damages;

4. Declaring Defendants have violated the record-keeping, disclosure, wage statement, wage payment, working arrangement, and housing provisions of the Migrant and Seasonal Agricultural Worker Protection Act;
5. Granting judgment in favor of the Plaintiffs and the other class members against Defendants R & A Oysters, Inc., Rodney L. Fox, and Ann P. Fox, jointly and severally, awarding each of them his actual damages or \$500.00 in statutory damages, whichever is greater, for each violation of the Act;
6. Permanently enjoining Defendants from further violations of the AWPA;
7. Granting judgment in favor of Plaintiffs and the other class members against Defendants R & A Oysters, Inc. and Rodney L. Fox, jointly and severally, for breach of the employment contracts with Plaintiffs, and awarding each of the Plaintiffs his actual and consequential damages and prejudgment interest;
8. Granting judgment in favor of third party beneficiaries Plaintiffs and the other class members against Defendants R & A Oysters, Inc. and Rodney L. Fox, jointly and severally, awarding each of the Plaintiffs his actual and consequential damages and prejudgment interest;
9. With respect to Counts V and VI, declaring that Defendants have violated the anti-retaliation provisions of the Fair Labor Standards Act and the Migrant and Seasonal Agricultural Worker Protection Act;
10. With respect to Counts V and VI, granting judgment in favor of the Retaliated Plaintiffs and against Defendants R & A Oysters, Inc. and Rodney L. Fox, jointly and severally, for violating the anti-retaliation provisions of the Fair Labor Standards Act and the Migrant

and Seasonal Agricultural Worker Protection Act and awarding each of the Retaliated Plaintiffs his actual damages or, in the case of the AWPA, \$500.00 in statutory damages, whichever is greater, and granting such injunctive relief as may be appropriate;

11. Awarding Plaintiffs the cost of this action;

Facsimile: (334) 956-8481
Samuel.brooke@splcenter.org

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I, Meredith B. Stewart, do hereby certify that I served on this day, December 16, 2014, via ECF true and correct copies of the attached on counsel for all represented parties.

Dated: December 16, 2014

/s/ Meredith B. Stewart

EXHIBIT A

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)												
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)									5. Telephone			
6. Address (Number, Street, City and Town, State ZIP code)												
7. Address Where Alien Will Work (if different from item 6)												
8. Nature of Employer's Business Activity			9. Name of Job Title			10. Total Hours Per Week		11. Work Schedule (Hourly) a.m. p.m.	12. Rate of Pay		a. Basic \$ per _____	b. Overtime \$ per hour
						a. Basic	b. Overtime					
13. Describe Fully the job to be Performed (Duties)												
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)								
			Major Field of Study									
TRAINING	No. Yrs.	No. Mos.	Type of Training									
EXPERIENCE	Job Offered	Related Occupation	Related Occupation (specify)									
	Yrs.	Mos.				Yrs.	Mos.					
16. Occupational Title of Person Who Will Be Alien's Immediate Supervisor									17. Number of Employees Alien Will Supervise			
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												

18. COMPLETE ITEMS ONLY IF JOB IS TEMPORARY			19. IF JOB IS UNIONIZED (Complete)			
a. No. of Openings To Be Filled By Aliens Under Job Offer	b. Exact Dates You Expect To Employ Alien		a. Number of Local	b. Name of Local		
	From	To		c. City and State		
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) <input type="checkbox"/> YES <input type="checkbox"/> NO	
(*X* one) <input type="checkbox"/> House <input type="checkbox"/> Apartment	Number of Rooms	Adults	BOYS	Children		Ages
			GIRLS			
21. DESCRIBE EFFORTS TO RECRUIT U.S. WORKERS AND THE RESULTS. (Specify Sources of Recruitment by Name)						
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.		e. The job opportunity is available to all persons equally and without discrimination on the basis of race, sex, religion, or national origin.				
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.						

EXHIBIT B

FLSA CONSENT FORM / CONSENTIMIENTO PARA ACCION FLSA

I hereby give my consent to sue for wages that may be owed to me under the Fair Labor Standards Act. I hereby authorize my attorneys to represent me before any court or agency on these claims.

NAME _____

SIGNATURE _____

DATE _____

Por este medio doy mi consentimiento para que se haga demanda para pagos que se me deben bajo la Ley de Normas Laborales Justas. Autorizo que mis abogados me representen ante cualquier corte o agencia tocante estos reclamos.

Leovardo Morales Inclan
NOMBRE

L-M-I
FIRMA

June 17, 2014
FECHA

EL SA CONSENT FORM

I hereby give my consent to the Labor Standard Act. I hereby authorize my attorneys to represent me before any court or agency on these claims.

Miguel Angel Fuentes Cordova
NAME

SIGNATURE

De este modo declaro que se me deben bajo la Ley de Normas Laborales Justas. Autorizo que se me representen ante cualquier corte o agencia tocante estas violaciones.

NOMBRE

FIRMA

FECHA

Miguel Angel Fuentes Cordova
[Signature]
02/10/2014