



FOREIGN LABOR CONTRACTOR DISCLOSURE STATEMENT

Instructions: This form is required to be provided in English and translated into the primary language of the foreign worker being recruited. The Foreign Labor Contractor shall provide a copy of this form to the foreign worker being recruited at the time of the foreign worker's recruitment, then submit this form to the Labor Commissioner within seven (7) days of providing it to the foreign worker. Along with the executed disclosure form, the Foreign Labor Contractor must submit to the Labor Commissioner a separate list of workers who received the same work contract. The form and list may be submitted by email at foreignlaborcon@dir.ca.gov or by mail to: California Labor Commissioner, Licensing & Registration Unit-FnLC, 1515 Clay Street, Suite 401, Oakland, CA 94612.

1. Name of Foreign Worker: _____

2. Employer's Name: _____

Employer's "doing business as" name(s): _____

Business Address: _____

Telephone Number: _____

3. Foreign Labor Contractor(s) and/or subcontractors or agents involved in recruiting employment on behalf of the employer:

A. Name:

"Doing business as" name(s):

Address:

Phone number:

California Registration Number:

B. Name:

"Doing business as" name(s):

Address:

Phone number:

California Registration Number:

**ONLY PERSONS WHO ARE REGISTERED BY THE CALIFORNIA LABOR COMMISSIONER MAY
RECRUIT WORKERS TO WORK IN CALIFORNIA**

4. Visa

Type of work visa: _____ Length of time the visa is valid: _____

Terms and conditions under which the visa will be renewed:

Who will renew visa: Employer Foreign Worker

Any expenses associated with renewing the visa shall be paid by Employer.

5. Training or Education

You, as a potential or hired guest worker, shall not be charged for training.

Training provided: Yes No Time period of training: _____

Training required as a condition of employment: Yes No

Training rate of pay: hourly _____ daily _____ weekly _____ other _____

6. Contract

A copy of the signed work contract detailing all assurances and terms and conditions of employment is attached. A job order submitted to U.S. Department of Labor by the employer for purposes of obtaining labor certification may satisfy this requirement if it contains all of the information specified below. The work contract (or job order) contains the following required information: *[Foreign Labor Contractor: check to confirm inclusion in contract. If a particular category of information does not apply, it must be so stated in the contract.]*

- Salary/Wage, including any production standards
- Itemized withholdings and deductions
- Other compensation (e.g., paid sick leave, paid vacation, health insurance, dental insurance, disability insurance, life insurance)
- Place (address) of employment
- Accessible by public transportation (Y/N)
- Start and end dates of employment
- Position or job title
- Job duties
- Weekly schedule
- Any guarantee that employer will offer work for hours equal to at least three-fourths of the workdays in each 12-week period (or 6-week period for employment periods lasting less than 120 days)
- Any penalties for terminating employment, to the extent that such penalties do not violate governing state or federal law
- Notice that employer will provide workers with all tools, supplies, and equipment necessary to perform the job at no cost to the employee.

No additional requirements may be added or any other changes made to the work contract originally provided by the Foreign Labor Contractor and signed by you unless you:

1. Are given at least 48 hours to review and consider the additional requirements or changes AND
2. Give specific consent, voluntarily and without threat of penalty, to each additional requirement or change

7. Costs, expenses, or fees

No costs, expenses or fees may be charged to you *prior* to commencing work.

The cost of any tools, supplies or equipment necessary to perform the job shall be paid by the employer.

Prohibited charges: The following costs, expenses or fees **shall NOT** be charged to you.

Recruitment costs, expenses or fees

- Recruiting, soliciting, and processing fees
- Application fees
- Worker placement fees
- Pre-departure or post-arrival skills testing, training or orientation: includes but is not limited to testing foreign language competency, strength, and machinery use
- Advertising
- Certifying labor applications
- Processing petitions
- Visa and visa processing fees: includes appointment, application, exit clearance and certificate fees
- Work permits, residence certificates, and security clearances: includes renewals
- Border-crossing and other sending, transit and receiving country government-mandated fees, levies and insurance
- Procuring photographs and identity documentation: includes non-governmental passport fees
- Notarization, translation and any other documentation services
- Medical examinations and immunizations required to apply for job opportunity
- Medical examinations and immunizations required in sending country
- Background, reference and security clearance checks and examinations
- Gratuities, bribes or tributes
- Security deposits and bonds
- Employer's agent or third party fees: includes recruiter, labor broker, attorneys, notary
- Legal expenses
- Contributions to worker benefits programs provided by sending country government
- Transportation and subsistence costs while in transit from the sending country to receiving country: includes (but not limited to) airfare or costs of other international transportation, food, terminal fees, travel taxes and return journey
- Transportation and subsistence costs from airport or disembarkation point to worksite
- Collateral requirements, such as land deeds
- Fees to secure future employment opportunities

Potentially allowable charges: The following costs, expenses or deductions **may** be charged to you by your employer **if they are customarily assessed for similarly-employed workers in the U.S. and permitted under governing state and federal law.**

[Foreign Labor Contractor: check all that apply. State the known amount (or estimate if not fixed).]

Post-hire costs, expenses or fees

- Housing
- Meals
- Transportation to and from worksite
- Health care
- Other costs, expenses, or fees that are not otherwise prohibited

Costs, expenses, or deductions that are not disclosed are prohibited.

8. How to enforce your rights as a guest worker

-You are protected by both California and federal law (Business and Professions Code Chapter 21.5, the federal Trafficking Victims Protection Act of 2000 (Division A, Public Law 106-386), and federal H-2B regulations at 20 C.F.R. Part 655 and 29 C.F.R. Part 503).

-The foreign labor contractor who recruited you must register and post a bond with the state, and must comply with all of the prohibitions and requirements detailed above.

-Your employer may only use registered foreign labor contractors to recruit foreign guest workers, and must notify the state that it is using a labor contractor to recruit foreign guest workers.

-Your employer must comply with all federal and state laws, including minimum wage and all of the prohibitions and requirements detailed above. The attached flyer describes your rights as a worker under California law. *[Foreign Labor Contractor: attach Department of Industrial Relations flyer, All Workers in California Have Rights, available at:*

https://www.dir.ca.gov/letf/english_worker_mobile.pdf *in English, and in other languages at:*
https://www.dir.ca.gov/letf/Information_for_workers_and_employers.html.]

-The foreign labor contractor and the employer may not intimidate, threaten, restrain, coerce, fire, demote, or discriminate against you or your family in retaliation for exercising any of your rights as a foreign guest worker

-If a foreign labor contractor violates the registration law, the foreign labor contractor may be fined by the state, and you or the state may sue the foreign labor contractor for injunctive relief (to stop the violation) or damages (money).

-If a foreign labor contractor violates the registration law, or your employer does not comply with workplace laws, you may call 1-844 LABOR DIR (or 1-844-522-6734) or contact the nearest office of the California Labor Commissioner (list attached) to report the violation. Spanish-speaking workers may call 1-877-552-9832 (1-877-55AYUDA) for assistance. *[Foreign Labor Contractor: attach list of California Labor Commissioner offices, available at: <https://www.dir.ca.gov/dlse/districtoffices.htm>]*

-If you feel you are being forced to perform labor against your will, contact the National Human Trafficking Resource Center: Call 1-888-373-7888 –or- Text HELP to 233733.

Foreign Labor Contractor Declaration

I hereby certify, under penalty of perjury, that the information provided in Sections 1-7 of this form and the attached work contract are true and complete and were provided to the prospective or hired worker.

ANY MATERIAL MISREPRESENTATION IS GROUNDS FOR DENIAL, OR SUBSEQUENT REVOCATION OF A REGISTRATION.

Executed at _____, California, this _____ day of _____ 20 _____.

Foreign Labor Contractor Signature: _____

Print Name & Title: _____

* If place of execution is outside California, the foregoing statements must be sworn to before a notary public or other officer authorized to take oaths and affirmations.