



CALIFORNIA EMPLOYEE HANDBOOK

March 2019

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DecisionHR Employee Handbook

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INTRODUCTION

Welcome

The Company has teamed up with DecisionHR, USA, Inc., a full service Professional Employer Organization (DecisionHR) that provides human resources outsourcing services. DecisionHR's expertise in payroll, benefits, and labor and employment compliance allows companies to focus on core business objectives, such as providing products and/or services, customer service, sales, and marketing.

DecisionHR assists the Company with certain specific human resources and administrative functions, which may include payroll, benefits, unemployment insurance, workers' compensation insurance, disability insurance and certain other personnel related issues. DecisionHR does not, however, oversee the day-to-day operations of the Company or its employees. The managers and supervisors will continue to supervise your day-to-day activities as well as handle the operations of the business.

Communication is critical to the success of any winning team. This handbook outlines the benefits, practices and policies that are important to you. You should use this handbook as a guide and ready reference. If you have questions as you read through this handbook, please do not hesitate to discuss them with your Company supervisor. Your supervisor is a very important source of information and will be more than happy to assist you. Should you have questions about payroll, benefits, workers' compensation or other routine administrative questions, you should contact DecisionHR. You can reach DecisionHR at 1-888-828-5511.

Purpose of this Employee Handbook

This Handbook is designed to acquaint you with the Company and to give you a ready reference to answer most of your questions regarding your employment. In addition, in accordance with the specific policies of the Company and the laws of the particular state where you are employed, there may also be an Addendum, located at the back of this Handbook, which serves as a supplement to this Handbook.

The content of this Handbook constitutes only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. This handbook should not be construed as creating any kind of contract for ongoing employment or specific terms of employment.

Let's Communicate

Employee Relations Philosophy

The Company is dedicated to providing an excellent employee relations program. We will attempt to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement.

If You Have a Problem

If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot help you unless you tell us what it is we can do.

Our Problem Solving Procedure offers employees the freedom to discuss anything they wish with their supervisors. If you have a problem, it can usually be resolved by following these steps:

1. Any concern should first be discussed with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.
2. If you prefer not to speak with your immediate supervisor, or you feel that your immediate supervisor cannot, or has not, satisfactorily resolved the problem, you should contact the Company's HR Contact.
3. If Steps 1 and 2 are not effective, or if at any time you need to speak to someone other than members of the Company's management to have an issue of any kind addressed, please contact DecisionHR at 1-888-828-5511.
4. If you have a complaint of harassment, discrimination or accommodation, please refer to the Equal Employment Opportunity policy or the Policy Against Unlawful Harassment, Discrimination and Retaliation in this handbook.

The Company takes all concerns and problems that are brought to its attention seriously. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

Please note that the Company utilizes a system of binding arbitration for disputes with employees which cannot be resolved by other means, and which would otherwise be subject to resolution in court.

Please tell us if you have a problem. We think you'll find the Company and its human resources provider, DecisionHR, to be receptive to your concerns.

What You Can Expect from Us

Introductory Period

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) days, your job performance, attendance, attitude and overall interest in your job will be observed. During this period, you may not be eligible for certain Company benefits. As a result of the healthcare reform and related state of legislation, the eligibility waiting period for group health plan benefits may not exceed 90 days (generally 60 days for California insurance policies). Employers may wish to consider whether this change for group health plan benefits should affect the introductory period for other purposes. Employees who fail to demonstrate the commitment, performance and attitude expected by the Company may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the “at- will” employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the Company has the same right.

As a result of an excused absence during your introductory period or for other reasons identified by management, the Company may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Equal Employment Opportunity and Reasonable Accommodations

The Company is committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex (including breast feeding and related medical conditions), gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniformed services member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state and local laws. DecisionHR endorses these principles in its provision of services to the Company.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

The Company is also committed to complying with the laws protecting qualified individuals with disabilities, as well as employees’ religious beliefs and observances. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability and/or employees’ religious beliefs and observances to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify the Company HR Contact. If the Company does not completely and timely address your request for an accommodation, you should contact DecisionHR. Once the Company and/or DecisionHR are aware of the need for an accommodation, there will be an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

If you believe that you have been treated in a manner that is not in accordance with these policies, please notify the Company HR Contact. If the Company does not completely and timely address your complaint, you should contact DecisionHR. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, we strictly prohibit all forms of unlawful harassment and discrimination, which includes harassment or discrimination on the basis of race, religion, color, sex (including breast feeding and related medical conditions), gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable federal, state, or local law.

This policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers, as well as to all unpaid interns and volunteers, if any. We prohibit managers, supervisors and employees from harassing co-workers as well as our customers, vendors, suppliers, independent contractors and others doing business with the Company. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on gender, transgender and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality). By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- sending sexually-related text-messages, videos or messages via social media;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;
- physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex; and
- verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- other inappropriate verbal, graphic, or physical conduct; and
- other harassing conduct predicated upon one or more of the protected categories identified in this policy.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and observances.

What Should You Do If You Feel You Are Being, Or Have Been Harassed, Discriminated Against or Retaliated Against

If you feel that you are being, or have been, harassed, discriminated against, or retaliated against in violation of this policy by another employee, supervisor, manager or third party doing business with the Company, you should immediately contact the Company HR Contact. If the Company does not completely and timely address your complaint of harassment, you should contact DecisionHR at 1-888-828-5511. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to the individuals above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to the Company HR Contact.

Your notification of the problem is essential to us. We cannot help resolve a harassment, discrimination, or retaliation problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment, discrimination, and retaliation seriously and will not penalize you or retaliate against you in any way for reporting a harassment, discrimination, or retaliation problem in good faith.

All complaints of unlawful harassment that are reported to management will be investigated as promptly as possible by an impartial and qualified person, and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment that are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Employee Classification

Full-Time Employees

Full-time employees are employees who are normally scheduled to work at least **thirty (30)** hours per week, as determined by the Company in its sole discretion.

Part-Time Employees

Part-time employees are employees who are normally scheduled to work fewer than **thirty (30)** hours per week, as determined by the Company in its sole discretion.

Temporary Employees

Temporary employees are employees who are employed to work on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for company benefits.

Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws.

Exempt Employees

Exempt employees include all employees who are classified by the Company as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws.

If you have any questions concerning the benefits for which you qualify, please contact the Company HR Contact, or the applicable benefit plan documents. Similarly, if you have any questions concerning your classification, please consult the Company HR Contact.

Meal Periods

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours with an uninterrupted 30-minute meal period free from all duty to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10th hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason,

unless there is a written agreement for an on-duty meal period approved by the Company HR Contact, employees must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the employee being at liberty to use the meal period time as the employee wishes. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no manager or supervisor of the Company is authorized to instruct an employee how to spend his or her personal time during a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the Company HR Contact. If the Company does not address your report of an instruction to skip or work during a meal period, you should contact DecisionHR at 1-888-828-5511.

Waiver of Meal Periods Employees may waive their meal periods only under the following circumstances: If employees will complete their work day in six (6) hours, employees may waive their meal period. Employees who work over ten (10) hours in a day may waive their second meal period only if they take their first meal period and they do not work more than twelve (12) hours that day. Any time employees elect to waive a meal period they must submit a written request and receive prior written authorization from supervisor of the Company. Employees may not waive meal or rest periods to shorten their work day or accumulate meal or rest periods for any other purpose.

On-Duty Meal Period. In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. Only if the nature of your job duties requires it, and you and the Company have agreed in advance and in writing to an on-duty meal period, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

Rest Periods

The Company provides all employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. For example, employees are entitled to one 10-minute rest period for shifts between 3 ½ to 6 hours in length, a second 10-minute rest period for shifts of more than 6 hours and up to 10 hours, a third 10-minute rest period for shifts of more than 10 hours and up to 14 hours, and so on. The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest periods or meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. However, no manager or supervisor is authorized or allowed to instruct or allow an employee to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Employees may be required to confirm that they have been provided an opportunity to take all of their rest periods during the pertinent pay period. If you are not permitted to take a rest break, you should contact the Company HR Contact. If the Company does not address the situation, you should contact DecisionHR.

Recovery Periods for Employees Working Outdoors

The Company provides all employees working outdoors in temperatures exceeding 85 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, employees are not required to record their cool-down periods on their timesheets or timecards.

It is also our policy to relieve employees of all duty during their cool-down periods. As such, no supervisor is authorized or allowed to instruct an employee to waive or skip a cool-down period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Company HR Contact. If the Company does not address the situation, you should contact DecisionHR at 1-888-828-5511.

Seating

The Company provides seating for employees wherever possible. If you do not have seating at your work station and feel you need seating, please notify your supervisor or the Company HR Contact, and we will look into the situation to determine what can be done. If the Company does not timely resolve the situation, you should contact DecisionHR.

Lactation Break

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor or the Company HR Contact to request time to express breast milk under this policy. If the Company does not completely and timely address your request, you should contact DecisionHR. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Company Benefits

The Company provides the following benefits to eligible employees. We reserve the right to terminate or modify these plans at any time, for any reason, with or without advance notice to employees.

Your Pay

We issue payroll on according to The Company's scheduled payroll check date. If the scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the preceding/following business day. Any questions about the number of hours for which you have been credited and paid, the amount of your pay or deductions should be brought to the attention of the Company HR Contact. If the Company does not completely and timely address your question, you should contact DecisionHR.

At their option, employees may receive their checks through Direct Deposit by completing and returning a Direct Deposit Authorization Form. Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. You may change your deposit selections at any time. If you choose direct deposit your check stub will be made available at the time of issuance through your DecisionHR Web account, if applicable. (You will not receive a paper stub.)

Timekeeping Procedures

Unless otherwise notified, each employee is required to accurately record his or her hours of work for the Company, through the use of a time card, an electronic timekeeping system, or a handwritten record. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor before your paycheck is processed for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. "Off clock" work time is not permitted. "Hours worked" is defined by law as all-time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so.

Employees' obligation to accurately record all hours worked does not relieve employees of their obligation to obtain advance approval from their supervisor before working overtime or hours beyond their regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

Employees will be informed on their first day on the job whether they are required to record their work time by a time clock, a time sheet or some other method. Whatever the method of timekeeping, employees are expected to follow the established procedures in keeping an accurate record of their hours worked.

Any changes or corrections to an employee's time card or time record must be initialed by the employee and his or her Department Manager. Under no circumstances may an employee punch or record another employee's time card.

County and/or City Specified Paid Sick Leave

If employee resides in a county or city which has its own ordinance, the Company must comply with such ordinance.

California Paid Sick Leave

This policy does not apply to: (1) employees covered by a bona fide collective bargaining agreement that provides for paid sick days or paid leave that can be used under the same conditions as provided under the Healthy Workplaces, Healthy Families Act of 2014; (2) on-site construction workers covered by a collective bargaining agreement that expressly waives the requirements of this policy; (3) certain state-funded providers of in-home supportive services; or (4) air carrier flight deck or cabin crew members subject to federal labor law.

If there is a local paid sick leave ordinance where a worksite employee is working, this policy will need to be reconciled with the applicable local paid sick leave ordinance requirements.

If the Company decides to use the Frontload Method, then it will provide paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the Company. Eligible employees will receive 24 hours or 3 days of paid sick leave during each 12-month period. The Company defines a 12-month period for purposes of this policy only as running from, for example January 1 to December 31; July 1 to June 30; other. After successfully completing 90 days of employment, eligible employees may use paid sick leave for the purposes described below. This benefit does not accrue and does not carry forward from year to year. At the beginning of each 12-month period, employees will be granted 24 hours or 3 days of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

If the Company decides to use Accrual Method, then it will provide paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the Company. Eligible employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours or six days of paid sick leave during each 12-month period. The Company defines a 12-month period for purposes of this policy only as running from, for example, January 1 to December 31; July 1 to June 30; other. After successfully completing 90 days of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of 24 hours or 3 days per 12-month period. A maximum of 48 hours or six days of accrued unused paid sick leave will carry over at the end of each 12-month period. Sick leave cannot be taken in increments of less than two (2) hours.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Consult the Company HR Contact for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable. Accrued, unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated. Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

The Company encourages employees to take time off under this policy and prohibits interference with any rights under this policy or retaliation against an employee for taking time off under this policy. For more information regarding this policy or to report any concerns or issues regarding this policy, employees should contact the Company HR Contact. If the Company does not completely and timely address your question, you should contact DecisionHR at 1-888-828-5511.

Insurance & Retirement Benefits

Through DecisionHR, the Company may be eligible to offer the following insurance and retirement benefits to eligible employees:

- Group Health Insurance
- IRS Section 125 Cafeteria Plan
- Dental Insurance
- Vision Insurance
- Group Life Insurance
- Group Disability Insurance
- Profit Sharing Plan
- 401(k) Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

State Mandated Insurance Benefit Programs

State Disability Insurance

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the SDI program.

Family Temporary Disability Insurance

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which provides benefits to eligible employees when they take time off work to provide care for certain family members who are seriously ill, or to bond with a new child. All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department is solely responsible for determining whether employees are eligible to receive benefits and the amount of benefits. Despite its name, the FTDI is not a “leave” program; it does not provide you with any entitlement to leave beyond that to which you are entitled pursuant to Company policy. You must notify the Company HR Contact if you intend to file for FTDI benefits.

Workers’ Compensation Insurance

Workers’ Compensation insurance provides benefits to employees who experience injury or illness connected with employment. To be eligible for Workers’ Compensation benefits, the injury must be a direct result of the job. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law

makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to submit knowingly false or fraudulent information in connection with any Workers' Compensation claim.

The Company maintains a strict policy against discharging, threatening to discharge, or in any manner discriminating against any employee because he or she has filed or made known his or her intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board. If you feel you are being discriminated against in violation of this policy, you should contact the Company HR Contact. If the Company does not completely and timely address your complaint of discrimination, you should contact DecisionHR at 1-888-828-5511.

State Disability Insurance

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (S.D.I.). S.D.I. benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the S.D.I. program.

Civic Duties

The Company encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan the department's work with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

Leave for Emergency Rescue Personnel

If you work at a California location with 50 or more employees, to the extent required by law, employees who are volunteer firefighters, reserve peace officers, or emergency duty personnel may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of 14 days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, please alert your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. The employee must provide the Company with appropriate documentation evidencing the employee's performance of emergency duty and/or attendance at training upon returning to work. *For employees who are healthcare providers:* If you are a healthcare provider, you must notify the Company at the time you become designated as "emergency rescue personnel" and when you are notified that you will be deployed as a result of our "emergency rescue personnel" designation.

The employee may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Leave for Victims of Felony Crimes

To the extent required by law, employees who are victims of certain, specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, the employee must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide the Company with appropriate documentation evidencing the employee's attendance at the judicial proceeding upon returning to work.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

If you work at a California location with 25 or more employees, to the extent required by law, employees who are victims of domestic violence, sexual assault, or stalking may receive unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure their own health, safety, or welfare, or that of the employee's child. Employees who are victims of domestic violence, sexual assault, or stalking may also receive unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence or sexual assault; 3) obtain psychological counseling for the domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, the employee must provide the Company with an advance notice of the leave. If advanced notice is not possible, the employee must provide the Company with the following certification upon returning back to work: 1) a police report showing that the employee was a victim of domestic violence or sexual assault; or 2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

The employee may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, employees who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the employee's safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to a job structure. The employer will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations.

Unpaid Family School Partnership Leave

If you work at a California location with 25 or more employees, the Company encourages its employees to be involved in the education of their children. Parents, guardians, and grandparents with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight hours in any calendar month of the year, to participate in school-related activities of their children or their registered domestic partner's children. Employees may take leave to find, enroll, or re-enroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

The employee must personally notify the Company HR Contact as soon as the employee learns of the need for the planned absence. Employees will be denied time off if they do not provide their supervisors with adequate notice. The Company may require verification of the school-related activity. Employees are requested to schedule individually-scheduled activities, such as parent/teacher conferences, during non-work hours. Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

Leave for Organ and Bone Marrow Donors [*Employers with 15+ Worksite Employees*]

If you work at a California location with 15 or more employees, the Company provides unpaid leave for organ and bone marrow donors. An employee who provides written verification to the Company HR Contact that the employee is an organ or bone marrow donor (required for medical necessity) will receive a job protected paid leave of absence that may be taken in one or more periods in order to donate, if the employee has been employed for at least 90 days. Eligible organ donors are entitled to a leave of absence not to exceed 30 business days in any one-year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed 5 business days in any one-year period. Employees will be required to use up to 5 days of their sick, PTO, and/or vacation for bone marrow donor leave and up to two weeks of their sick, PTO, and/or vacation for organ donor leave.

Pregnancy Disability Leave of Absence

If you work at a California location with 5 or more employees, the Company provides leave and accommodations to pregnant employees as required under applicable law. Female employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four months" means the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Company HR Contact of the need for a reasonable accommodation. If the Company does not completely and timely address your request, you should contact DecisionHR. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable. If you are affected by pregnancy or a related medical condition, please notify the Company HR Contact as soon as reasonably possible as we cannot provide you with reasonable accommodation unless we know of the need for such accommodation.

Prior to the start of the leave, we will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. Depending on your eligibility, medical insurance may be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Medical Leave of Absence [*Employers with less than 50 Worksite Employees*]

The Company is not subject to the federal Family and Medical Leave Act or state California Family Rights Act at this time. However, we have established the following medical leave policy for our employees:

Full-time employees who have been with the Company for one (1) year or more are eligible for unpaid leaves of absence for up to three (3) months for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. Leaves for female employees with disabilities due to pregnancy and childbirth are available for up to four (4) months and are available regardless of whether they have been employed for one year. Employees must request a leave of absence if they will be unable to work for medical reasons for a period in excess of five (5) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from the employee's treating physician or physician approved by DecisionHR that is acceptable to DecisionHR, which indicates that the employee is unable to return to work. The Company and DecisionHR reserve the right to have employees on a medical leave of absence examined by a physician of their choice. The Company may require periodic physician's verification of the employee's inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a leave of absence, the medical insurance plan may allow covered employees and their eligible dependents to maintain medical insurance benefits by electing and paying for continuation coverage. The employee and his or her eligible dependents must pay the monthly premiums for any continuation coverage as elected. It is the applicable plan document that ultimately governs your eligibility and entitlement to these benefits.

Upon the employee's return from a medical leave of absence, we will attempt to return the employee to his or her regular job if it is available. If it is not available, the employee will be placed in a similar job for which the employee is deemed by the Company to be qualified if such a job is available. If no jobs are available at the time, the returning employee will be given preferential consideration for any position for which he or she applies and for which he or she is deemed by management to be qualified. A returning employee will be given such preferential consideration for a period of sixty (60) days following his or her written notification to the Company that he or she is ready and able to return to work.

Failure to report to work as scheduled following a leave of absence can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Company HR Contact prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations. If the Company does not completely and timely address your request for leave, you should contact DecisionHR. Failure to comply with this policy may substantially affect your ability to return to work.

THE FOLLOWING LEAVE POLICIES APPLY TO EMPLOYERS WITH 50+ WORKSITE EMPLOYEES

Discretionary Medical Leaves of Absence

After 90 Days

After an employee has completed the ninety (90) day introductory period, he or she is eligible, subject to approval by the Company, for up to four (4) weeks of unpaid leave of absence for medical reasons. Medical reasons may include illness, injury, or related medical and surgical procedures. A statement, acceptable to the Company, from your physician indicating that you are unable to perform your job and the anticipated date of your return is required by the Company prior to the start of any approved leave. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your physician that you are unable to perform your job and the revised anticipated date of return. You must provide at least 30 days' advance notice, to the Company HR Contact of your need for leave or in case of an unforeseen circumstance in which 30 days' advance notice is not possible, you must provide as much

advance notice as is possible. The Company may require employees who are requesting leave, or who are already on a leave, to be examined by a physician of their choice. The Company also may require periodic verification by a physician of the employee's inability to work.

Employees who are granted a medical leave of absence during their first 12 months of employment may return to their regular job if it is available. If it is not available, we will generally attempt to place the employee in a similar job for which he or she is deemed by management to be qualified, if such a job is available. If no jobs are available at the time, we will generally give the employee consideration for any position for which he or she applies and is deemed by management to be qualified. A returning employee will be considered for a 30-day period following his/her notifying the Company in writing that he/she is ready to return to work. If the employee does not return within this 30-day period, he/she will be terminated. Medical insurance may be continued during the leave in accordance with the applicable plan document and COBRA.

You should speak directly with the Company HR Contact prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations. If the Company does not completely and timely address your request for leave, you should contact DecisionHR. Failure to comply with this policy may substantially affect your ability to return to work.

Family and Medical Leave Act/California Family Rights

If you work at a California location with 50 or more employees, the Family and Medical Leave Act and California Family Rights Act ("FMLA/CFRA") provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA/CFRA leave, you must:

- have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement and for CFRA leave, if the 12-month employment requirement will be satisfied during the proposed leave, this requirement may be deemed satisfied);
- have worked at least 1,250 hours for the Company over the 12 months preceding the date your leave would commence; and
- currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA / CFRA leave may be taken for the following reasons:

- birth of a child, or to care or bond with a newly-born child including incapacity due to pregnancy or prenatal medical care;
- placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care or to care or bond with the child;
- to care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition;
- because of the employee's serious health condition that makes the employee unable to perform the employee's job;

- to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the pregnancy Leave of Absence Policy for further information on this type of leave.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends 12 months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care, and must be taken in at least two week increments. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations. Intermittent leave is permitted at the same intervals as provided in the Company's vacation, sick, and/or PTO policy.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA/CFRA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

Notice and Medical Certification

When seeking FMLA/CFRA leave, you must provide:

- 30 days' advance notice of the need to take FMLA/CFRA leave to supervisor and/or manager of the Company, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances;
- medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination. You should speak directly with your supervisor and/or manager prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations. If the Company does not completely and timely address your request for leave, you should contact DecisionHR at 1-888-828-5511. Failure to comply with this policy may substantially affect your ability to return to work.

Employer Responsibilities

To the extent required by law, the Company will inform employees whether they are eligible under the FMLA/CFRA. Should an employee be eligible for FMLA/CFRA leave, the Company will provide them with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform employees if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If we determine that the leave is not FMLA/CFRA-protected, the employee will be notified.

Job Restoration

Upon returning from FMLA/CFRA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA/CFRA Leave

Any employee who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12-week FMLA/CFRA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

Other Employment

The Company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA/CFRA leave and may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA/CFRA leave will result in disciplinary action, up to and including immediate termination.

Employers' Compliance with FMLA/CFRA and Employee's Enforcement Rights

FMLA/CFRA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA/CFRA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA/CFRA or for involvement in any proceeding under or relating to FMLA/CFRA.

While the Company encourages employees to bring any concerns or complaints about compliance with FMLA/CFRA to the attention of the Company HR Contact, FMLA/CFRA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. If the Company does not completely and timely address your concerns or complaint, you should contact DecisionHR.

Further, FMLA/CFRA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA/CFRA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Military-Related FMLA Leave

If you work at a California location with 50 or more employees, FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “Covered Servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “Covered Veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “Covered Veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade or rating; (2) a physical or mental condition for which the Covered Veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the permanent disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood

relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a Covered Servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a Covered Servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a Covered Servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Personal Leave of Absence

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of 30 days. An extension beyond 30 days will be considered on an individual basis.

Failure to report to work as scheduled following a leave of absence may result in discipline, including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with the Company HR Contact prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. If the Company does not completely and timely address your request for leave, you should contact DecisionHR at 1-888-828-5511. Failure to comply with this policy may substantially affect your ability to return to work. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

Bereavement Leave

[NOTE: Bereavement leave may be paid or unpaid, and the amount of leave is determined by the employer.]

Our full-time employees may be eligible to receive up to three (3) days of paid/unpaid bereavement leave in the event they need to miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. Your immediate family includes your spouse, registered domestic partner, children, stepchildren, registered domestic partner's children, parents, grandparents, grandchildren, brother or sister, your spouse's parents, or your registered domestic partner's parents.

An employee who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for paid/unpaid bereavement leave will not commence until the next regularly scheduled work day which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

Civil Air Patrol Leave

If you work at a California location with 15 or more employees, the Company will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave. If the Company does not completely and timely address your request for military leave, you should contact DecisionHR at 1-888-828-5511.

What We Expect of You (Company Policies)

This section of your handbook discusses your responsibilities to the Company as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company may lead to discipline, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

Absenteeism and Tardiness

Each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible. Leaving a message, voice mail or sending an email does not qualify as notifying your supervisor -- you must personally contact your supervisor. If you are required to leave work early, you must also personally contact your supervisor and obtain his/her permission.

When absence is due to illness, the Company may require appropriate medical documentation.

Although an employee may be terminated at any time for failing to report to work without contacting the Company, if an employee fails to report for work or call in for three (3) consecutive calendar days they may be considered to have abandoned their job and may be terminated.

Alcohol and Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana) or other unauthorized or mind-altering or intoxicating substances while on the Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Who is Tested

Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident.

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

Discipline

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

Enforcement Policy

In order to enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by the Company.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Company premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

What Happens When an Employee Tests Positive for Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

Background Screening

To ensure that employees of the Company continue to be qualified and continue to have a strong potential to be productive and successful, to further ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment or retention, the Company reserves the right to conduct background screening on all of its employees. Background screening is a sound business practice that benefits everyone; it is not a reflection on any particular employee.

Bulletin Boards

The Company may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees and related to the employees' employment by the Company. No information may be placed on these bulletin boards without the prior approval of the Company HR Contact.

Cellular Phones, Smart Phones, Tablets, and Other Handheld Electronic Devices

While at work, employees are expected to exercise the same discretion in using personal cellular phones, smart phones, tablets, and other handheld electronic devices as is expected for the use of all Company devices and equipment. In the remainder of this policy, these devices are collectively referred to as "handheld devices." Excessive use of these handheld devices during the workday can interfere with employee productivity and be distracting to others. Employees should use their good judgment to reasonably limit personal calls, and personal text messaging, instant messaging, emailing and other means of electronic communications during work time. Employees are, therefore, asked to use these handheld devices for personal use outside of working hours, and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention. The Company will not be liable for the loss of handheld devices brought into the workplace.

Personal Use of Company-Provided Handheld Devices

Where job or business needs demand immediate access to an employee, the Company may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

Recording Devices

To maintain the security of our premises and systems, and the privacy of our employees and customers, the Company prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording capabilities. Employees may not use a cell phone, smart phone, camera or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Company policies. Employees may not use a cell phone, camera phone, PDA or any other handheld device at work or while engaged in work-related activities in any way that may be seen as insulting, disruptive, obscene, or offensive. Employees are strictly prohibited from taking any photographs or videos using any handheld device on Company premises. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

Safety Issues for Handheld Devices

Employees are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees should pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. If an employee needs to make a phone call while driving, the employee must use a hands-free device. However, under no circumstances may an employee while driving use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Company Keys/Entry Cards

Each the Company employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Company HR Contact upon separation from the Company. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Company Relationships Policy

The Company has adopted this policy in recognition of its responsibility to provide guidelines on and to caution employees of the potential problems posed by romantic and sexual relationships with other employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company does not prohibit consensual amorous relationships between employees, but it does impose the following restrictions:

1. Company prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
2. All employees must avoid amorous or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
3. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

Questions and clarifications will be addressed by the Company HR Contact.

Company Vehicles

Only authorized employees may use the Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee will be responsible for reporting the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All people in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination. Only people authorized by your supervisor can be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company or customer vehicles who is cited for D.U.I. or for all moving violation will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any employee whose duties include the operation of Company or customer vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If an employee receives a traffic citation while operating a Company or customer vehicle, the employee will be responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Company or customer vehicle, the employee is required to call a police officer to the scene of the accident.

The employee must report the accident to the Company HR Contact immediately. Do not attempt to render medical care or assistance beyond your ability.

Computers, Databases, E-Mail, Voice Mail and the Internet

The following policy governs the use of all Company controlled computer equipment and software, collectively referred to hereinafter as "Company Computer Systems." The Company Computer Systems includes all computing/processing assets either owned, leased, internally developed, or otherwise within the company's control, including servers, computers, laptops, tablets, handheld devices, storage devices, electronic devices, cell phones, smart phones, scanners, copiers, fax machines, databases, applications, cloud services, and network infrastructure used for Company business (including e-mail, voice mail, Internet access, data processing, data storage, and application development, installation, and maintenance). The policy also governs all Personal devices used for Company business including tablets, handheld devices, laptops, cell phones, smart phones, or home computers that are connected with or to the Company's computer system on a regular or intermittent basis, but which otherwise are not Company Computer Systems. This policy may not be changed except in a written document issued by the Company HR Contact.

All Company Computer Systems are the Company's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored, transmitted or received via Company Computer Systems remain the sole and exclusive property of the Company. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access the Company Computer Systems in any manner that is unlawful, inappropriate wasteful of Company resources, or contrary to the Company's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

Company Property

All software that has been installed on the Company Computer Systems is Company property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on the Company Computer Systems and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Company. Upon termination of employment, an employee shall not remove any software or data from Company Computer Systems and shall completely remove all data collected, downloaded and/or created on non- Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business.

Prohibited Use under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of the Company's computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state and local laws.
- Employees may not use the Company's computer systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment.
- Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees may not use the Company's computer systems in any manner that violates the Company's Rules of Conduct.
- Employees may not use the Company's computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use the Company's computer systems for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, email and Internet systems without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs or play electronic games through the Company's computer systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Company's computer systems.

Prohibited Use during Working Time

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through the Company's computer systems.
- Employees may not access Company computer systems for any purpose which does not advance the employer's legitimate business interests.

- Employees may not download, transmit, stream or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms and message boards, unless such activity is necessary for business purposes.

Unsolicited E-mail

Electronic mail has become an extremely important and efficient means of communication, particularly in the business world. However, the abuse of electronic mail systems, as well as the receipt and transmission of unsolicited commercial electronic mail places an incredible drain on the Company Computer Systems, and imposes significant monetary costs to filter and remove unsolicited e-mails from our system. To eliminate the receipt and transmission of unsolicited commercial electronic mail, the Company complies with the federal “CAN-SPAM” law. All employees are responsible for complying with the federal Anti-Spam regulations and therefore may not use the Company Computer Systems to:

- Transmit unsolicited commercial electronic mail promoting the Company’s business, goods, products and services without prior authorization.
- Transmit unsolicited commercial electronic mail promoting the employee’s personal business, goods, products and services.
- Transmit commercial electronic messages to the Company’s customers who have elected to “opt-out” of receiving the Company’s electronic advertisements.
- Initiate a transmission of a commercial e-mail message that contains or is accompanied by false or misleading information.

In addition, to help the Company eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside e-mail, you should delete unfamiliar or suspicious e-mail from outside the Company without opening it.

Monitoring

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in the Company Computer Systems or personal computers used for Company business, or on the Company’s voicemail system may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for the Company Computer Systems or personal computers used for Company business to the Company HR Contact. Changing passwords or creating new passwords without notifying the Company HR Contact is strictly prohibited.

The Company’s monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Company Computer Systems and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using the Company Computer Systems and/or Company data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

System Integrity

Because outside storage devices may compromise the Company’s systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from the Company HR Contact, and (2) scanning the data for

viruses. Any employee who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Company's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, or who access the computer systems and information it stores and processes without authorization may additionally be subject to criminal prosecution and/or substantial civil money damages.

Conflict of Interest

Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids a financial interest in an outside concern, which does business with or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market). Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the Company, except with the knowledge and written consent of the Company HR Contact, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the President and obtain his/her approval in writing.

Damage to Property

Deliberate or careless damage to the Company's property, as well as damage to your co-workers' or customers' property will not be tolerated.

Fraud, Dishonesty and False Statements

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, time card, investigative questionnaires or any other document. Any employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to the Company HR contact immediately.

Gambling

Gambling is prohibited on Company property, or through the use of the Company's property.

Gifts and Gratuities

Employees may not request or accept any gift or gratuity from a customer or supplier without the express written authorization of the Company HR contact.

Hazardous and Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

Honesty

Our credibility with our customers is critical to our success. Misrepresentation to a customer is against Company policy and against the law. Under the law, an employee may be held personally liable for making misrepresentations to customers. It is also against Company policy to mislead or misrepresent any credit application or customer credit status to any financial institution. Employees are also expected to be honest in their dealings with their supervisors and co-workers.

Housekeeping

Employees must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity on duty or on the Company's property, or while off the job which reflects detrimentally on the Company's reputation.

Insubordination

We all have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for an employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. Employees must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation constitutes insubordination and will not be tolerated.

Meetings

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. You are required to attend all Company meetings involving your department or which you have been asked to attend.

Misuse of Property

No employee should misuse, or use without authorization, equipment, vehicles or other property of customers, vendors, other employees of the Company.

Off-Duty Use of Facilities

Employees are prohibited from being on the Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the Company may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the

Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Outside Employment

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with an employee's job with the Company. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Company HR Contact.

Overtime and Work Schedule

The Company may periodically schedule overtime or weekend work in order to meet production needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Company.

Parking

So that we will have sufficient and convenient parking for our customers, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

Personal Appearance and Behavior

We expect all employees to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers. Employees should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, offensive and other non-business-like clothing is unacceptable. Employees who are provided with Company uniforms should keep them in a neat and clean condition and must wear them at all times when on duty. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee (such as but not limited to kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees are expected to observe the Company's personal appearance and behavior policy at all times while at work.

Personal Mail

All mail which is delivered to the Company is presumed to be related to our business. Mail sent to you at the Company will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home.

Company postage meters and letterhead may not be used for personal correspondence.

Poor Performance

Employees are expected to make every effort to learn their job and to perform at a level satisfactory to the Company at all times.

Protection of the Company's Trade Secrets and Confidential Information

As part of their employment with the Company, employees may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company which employees prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination or cessation of employment, or at the Company's request at any time.

Publicity

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee shall be instructed regarding the Company's injury prevention program. Each employee is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers -- must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Searches and Inspections

In order to protect the safety and property of all of our employees, the Company reserves the right to inspect employees' lockers, desks, cabinets, briefcases, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Company computers are for business purposes only and should not be used for non-work related matters. Use of Company computers for unauthorized purposes is prohibited. Electronic mail and voice mail messages are to be used for business purposes only and are considered Company property. The Company may access its computers at any time with or without prior notice and the employee should not assume that any data stored in Company computers is confidential.

Sleeping

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job.

Smoking

Smoking is prohibited in all Company buildings and vehicles. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where paint and flammable materials are present. As smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

Social Media, Social Networking and Weblogs Policy

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, LinkedIn, Facebook, Instagram, Pinterest, Flickr, Twitter, Tumblr, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Company to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise or otherwise support a company's products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share

information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Employees are prohibited from the following:

- Using or disclosing the Company's trade secret information or proprietary information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to wages, hours and working conditions.
- Using or disclosing a client's, vendor's, partner's or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
- Infringing on Company logos, brand names, taglines, slogans or other trademarks. Respect the laws regarding copyrights, trademarks, rights of publicity and other third party rights.
- Posting or displaying content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by the Company, disclosing or publishing any promotional content, as defined above, about the Company or its products. If content regarding a Company product or service could be relied on by the public or customers, employees should indicate that their views are their own and do not reflect the views of the Company.
- Engaging in activities that involve the use of social media that violate other established Company policies or procedures.
- Using social media while on work time, which is the time employees are engaged in work, unless it is being done for Company business and with the authorization of the Company.
- Posting a photograph of a supervisor, manager, vendor, supplier, or customer without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact the Company HR Contact.

Employees may not use employer-owned equipment, including computers, Company-licensed software or other electronic equipment, nor facilities nor Company time, to conduct personal blogging or social networking activities.

Employees should know that the Company has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice. This is particularly true in cases involving the use of Company equipment or systems.

Social media account ownership. To the extent an employee is authorized as part of his/her job duties to use social media account(s) to advance the employer's interests, the employer, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

Solicitation - Distribution Policy

Our main job at the Company is to give our customers the best service possible. In order to allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. E-Mail, facsimile machines, and voice mail may not be used to advertise or solicit employees. Similarly, non-employees may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Theft

To protect you, your co-workers and the Company, we reserve the right to inspect all purses, briefcases, packages, lockers and vehicles on the Company's property. If you must remove Company property from the premises, you must obtain written permission in advance from your supervisor.

Unauthorized Interviews

Employees should not speak to the media on the Company's behalf without contacting the Company HR Contact. All media inquiries should be directed to the Company HR Contact.

Workplace Violence Policy

The Company has a zero tolerance for violent acts or threats of violence against our employees, applicants, customers or vendors.

We do not allow fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, customer or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Changes in Status

Changes in Personnel Records

To keep your personnel records up to date, to ensure that the Company has the ability to contact you, and to ensure that the appropriate benefits are available to you, employees are expected to notify the Company promptly of any change of name, address, phone number, number of dependents, or other applicable information.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources should be directed to the Company HR Contact. No information should be given regarding any employee by any other employee or manager to an outside source.

Notice of Resignation

In the event you choose to resign from your position, we ask that you give us at least two weeks' written notice. You are responsible for returning Company property in your possession or for which you are responsible.

Exit Interview

Any employee leaving the Company may be required to attend an exit interview conducted by the employee's supervisor or the Company HR Contact. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Company property or other matters related to the termination.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at the Company. It is a guide to your bright future here. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at the Company. Once again, welcome to the Company, and we look forward to working with you.



Welcome to DecisionHR!

Important Benefits Enrollment Information

As a new hire, you are eligible for benefits the first of the month following **60 days from date of hire***.

** (Example) If you were hired on **January 4, 2019**, you will have a **April 1, 2019** Benefits Effective date. Your benefits would be deducted 30 days prior (**in March 2019**), according to your pay cycle.*

Please log on to www.iDecideHR.com, your one-stop website resource for benefits, after your first pay check. The iDecideHR website offers all the tools, information, and support you need to add insurance coverage, and add dependents and beneficiaries.

Using www.iDecideHR.com saves time, puts valuable health and wellness information at your fingertips 24/7, and makes it easy for you to make informed benefit choices. Here you can find plan information and enroll in the following (*some plans not available if your onsite employer has their own plans):

- Group Indemnity Medical (Limited Hospital)
- Dental
- Vision
- Life
- Voluntary (Accident, Critical Illness / Cancer)
- Short-term Disability (STD)
- Long-term Disability (LTD)
- Flexible Spending Account (Employer Must Adopt into plan)
- Retirement/401K (Employer Must Adopt into plan)

There are two easy ways to enroll in benefits:



Phone - To enroll, please call one of our benefits specialists at 1.855.DECIDEU (1.855.332.4338), Monday through Friday, 9 am - 5 pm EST.

Via Telefono - *Para comunicarse con uno de nuestros especialistas en beneficios nos pueden llamar al numero: 1.855.DECIDEU (1.855.332.4338). Este numero esta disponible de Lunes a Viernes, 9 am - 5 pm EST.*



Online - If you would prefer to enroll online, please visit www.iDecideHR.com. The site offers all the tools, information, and support you need to enroll in insurance coverage. Please see login instructions for the system on the next page.

A Traves de la Web - *Si usted prefiere usar al computadora, nosotros hemos creado un sitio web donde usted pueda aplicar directamente, www.iDecideHR.com. Este sistema ofrece toda la informacion que usted necesitara para inscribirse, usted podra cambiar, cancelar cualquier informacion incluyendo modificar informacion sobre sus dependientes.*

Login Instructions for www.iDecideHR.com:

1. Go to www.iDecideHR.com This brings you to the main “landing” page where you can review plan designs and rates.
2. After reviewing the plans click on the “**Enroll Now**” button.
3. This takes you to the “**BeneLink**” screen, where you will be asked to provide a Personal Login ID and temporary password:
 - **Your’ Personal Login ID:** The letters “**DHR**” (**case sensitive**) followed by the First Initials of your First and Last name (**case sensitive**), followed by your date of birth (*MMDDYYYY*), no spaces in between. For example: If **Linda Test** was born on September 17, 1971, her login ID would be: **DHRLT09171971**
 - **Your’ Temporary Password:** The letters “**DHR**” (**case sensitive**) followed by the last six digits of your social security number with no spaces in between. For example: If Linda Test’s full social security number is 123-**45-6789**, the password would be: **DHR456789**
4. Once you’re in, for security reasons, the system will automatically request that you **change your password**. Remember to save the new password- you will need it to log in to this part of the benefits website in the future to update your personal information (i.e. Change of address, phone, dependents, beneficiaries, etc).
5. On the benefits home page, click on “**Begin Enrollment**” (**please note- you must complete each section in order to finalize your’ elections**)

If you need help updating your information, or if you have any questions about Enrollment, iDecideHR, or related benefits issues, please contact DecisionHR’s Benefits Business Partners at (855)DECIDEU ([1-855-332-4338](tel:1-855-332-4338)), Monday through Friday, 9 am - 5 pm EST.

Sincerely,

Decision HR’s Benefits Business Partners

Cobra - INITIAL NOTICE

A federal law, The Consolidated Omnibus Budget Reconciliation Act of 1986, called COBRA, requires that most employers who sponsor group health plans (e.g., medical, dental, vision) offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates, in certain instances where plan coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation of coverage provisions of COBRA as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace (www.healthcare.gov). (You should take the time to read this notice carefully).

When You Are Eligible for COBRA

If you are an eligible employee and are covered under a group health plan (medical, dental, vision, FSAs), you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment, or termination of employment (for reasons other than gross misconduct on your part), or at the end of a leave under the Family and Medical Leave Act. If you are a covered retiree, you have a right to continuation coverage if your Employer has filed for reorganization under Chapter 11 of the Bankruptcy Code.

If you are the covered spouse of an employee (or a retiree for number 5 below), you have the right to choose continuation of coverage for yourself if you lose group health coverage under a group health plan for any of the following five reasons:

1. The death of your spouse;
2. The termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your spouse;
4. Your spouse becomes entitled (that is, covered) under Medicare; or
5. Your spouse's employer filed for reorganization under Chapter 11 of the Bankruptcy Code and your spouse was covered by the Plan on the day before the commencement of bankruptcy proceedings and was retired from the employer.

In the case of a covered dependent child of an employee (or a retiree for number 6 below), he or she has the right to continuation coverage if group health coverage under a group health plan is lost for any of the following six reasons:

1. The death of the covered parent;
2. The termination of the covered parent's employment (for reasons other than gross misconduct) or reduction in the covered parent's hours of employment under our plan;
3. Covered parents' divorce or legal separation;
4. The covered parent becomes entitled (that is, covered) under Medicare;
5. The dependent ceases to be a “dependent child” under the Plan; or
6. The covered parent's employer files for reorganization under Chapter 11 of the Bankruptcy Code.

Notice Requirements

Under COBRA, the employee or a family member has the responsibility to inform the Human Resources Department or the Plan Administrator of a divorce, legal separation, or a child losing dependent status under the Plan. Such notice must be sent within 60 days (30 for groups under 20) after the later of: (a) the date of any such qualifying event, or (b) the date the qualified beneficiary would lose coverage on account of the qualifying event. If notice is not received within that 60-day period (30 for groups under 20), the dependent will not be entitled to choose continuation coverage.

We have the responsibility to notify the Plan Administrator (if COBRA Administration is managed by an outside vendor) of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

When the Plan Administrator is notified that one of these events has happened, the Plan Administrator will in turn have 14 days to notify the affected family members of their right to choose continuation coverage. Under COBRA, you have 60 days (30 for groups under 20) from the date coverage would be lost because of one of the events described above, or the date of receipt of notice, if later, to inform the Plan Administrator of your election of continuation coverage. Your other option, which became effective October 1, 2013, would be to enroll for coverage in the new Health Insurance Marketplace (www.healthcare.gov).

If you do not choose continuation coverage within the 60-day election period, your group health coverage will end as of the date of the qualifying event.

If you choose continuation coverage, we are required to provide coverage, which, at the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified.

11101 Roosevelt Blvd N ♦ Saint Petersburg ♦ Florida ♦ 33716
Phone (888) 828-5511 ♦ Payroll Fax (888) 802-7555 ♦ Benefits Fax (727) 572-6827
www.decisionhr.com

How Long COBRA Coverage Will Continue

Duration of COBRA Coverage: COBRA requires that you be offered the opportunity to maintain continuation coverage for 18 months if you lose coverage under the Plan due to the employee's termination (for a reason other than gross misconduct) or a reduction in work hours. An employee's covered spouse and/or dependents are required to be offered the opportunity to maintain continuation coverage for 36 months if coverage is lost under the plan because of an event other than the employee's termination or a reduction in work hours.

Multiple Qualifying Events: If, during an 18-month period of coverage continuation, another event takes place that would also entitle a qualified beneficiary (other than the employee) to their own continuation coverage (for example, the former employee dies, is divorced or legally separated or becomes entitled to Medicare, or a dependent ceases to be a "dependent child" under the Plan), the continuation coverage may be extended for the affected qualified beneficiary. However, in no case will any period of continuation coverage be more than 36 months.

Adding a New Dependent: If you are a former *employee* and you have a newborn or adopted child while you are on COBRA continuation and you enroll the new child for coverage, the new child will be considered a "qualified beneficiary" rather than merely an after-acquired dependent. This gives the child additional rights, such as the right to continue COBRA benefits even if you die during the COBRA period, and the right to an additional 18 months of coverage if a second qualifying event occurs during the initial 18-month COBRA period following your termination or retirement.

COBRA Extension for Disability: If you are entitled to 18 months of continuation coverage, and if the Social Security Administration determines that you were disabled *within 60 days after the date of the qualifying event*, you are eligible for an additional 11 months of continuation coverage after the expiration of the 18-month period. To qualify for this additional period of coverage, you must notify the Plan Administrator within 60 days after receiving a disability determination from the Social Security Administration, and such notice must be given before the end of the initial 18 months of continuation coverage. If the individual entitled to the disability extension has nondisabled family members who are qualified beneficiaries and have COBRA coverage, those nondisabled qualified beneficiaries will also be entitled to this 11-month disability extension. During the additional 11 months of continuation coverage, the premium for that coverage will be 150% of the applicable premium for all covered family members if the disabled individual is part of the COBRA unit. However, if the disabled individual is not part of the COBRA unit, the rate for other covered family members will continue to be only 102% of the applicable premium.

Early Termination of COBRA: The law also provides that your continuation coverage may be cut short for any of the following four reasons:

- ◆ The company no longer provides group health coverage to any of the company employees (plan has been terminated);
- ◆ The premium for your continuation coverage is not paid in a timely fashion;
- ◆ After electing COBRA, you become covered under another group health plan unless that other plan contains an exclusion or limitation with respect to any pre-existing condition affecting you or a covered dependent (note: there are limitations on plans' imposing a preexisting condition exclusion and such exclusions will become prohibited beginning in 2014 under the Affordable Care Act), or
- ◆ After electing COBRA, you become entitled (that is, covered) under Medicare.

However, if, prior to electing COBRA, you became covered under Medicare or under another group health plan, you will still be eligible to elect COBRA under this plan.

Additional Information

If there is a choice among types of coverage under the plan, each qualified beneficiary who is eligible for continuation of coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or dependent child who is a qualified beneficiary is entitled to elect continuation of coverage even if the covered employee does not make that election. Similarly, at a subsequent open enrollment, a spouse or dependent child may elect a different coverage from the coverage the employee elects. There may be other coverage options for you and your family. When key parts of the health care law take effect, you'll be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

You do not have to provide proof of insurability to obtain continuation coverage. However, under COBRA, you will have to pay all of the premium (both employer and employee portion) for your continuation coverage, plus an administrative fee. You will have an initial grace period of 45 days (starting with the date you choose continuation coverage) to pay any premiums then due; after that initial 45-day grace period, you will have a grace period of 30 days to pay any subsequent premiums. (COBRA also says that during the last 180 days of your continuation coverage period, you must be allowed to enroll in an individual conversion health plan if one is provided by the Plan. However, conversion coverage is not available if the group contract terminates or the employer goes out of business, and it may not be available if the plan is self-insured. Call the Plan Administrator during your last 180 days of COBRA for information on conversion.)

Please read and keep this notice for your personal records.

If you have any questions, please call the Benefits Service Center at (855)332-4338.

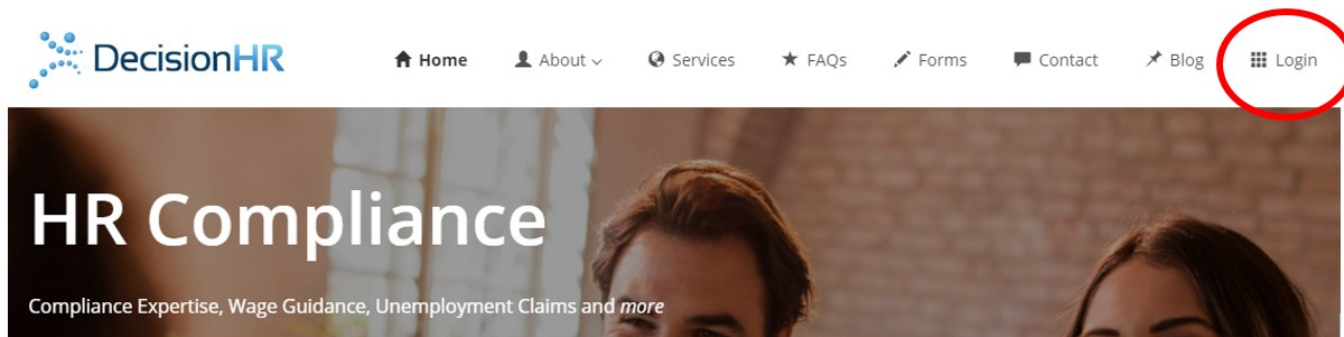
11101 Roosevelt Blvd N ♦ Saint Petersburg ♦ Florida ♦ 33716
Phone (888) 828-5511 ♦ Payroll Fax (888) 802-7555 ♦ Benefits Fax (727)
www.decisionhr.com

EMPLOYEE ANYTIME ACCESS GUIDE

To gain access to the DecisionHR website to view and/or print your paystub, open a web browser and enter the following web address of <https://www.decisionhr.com>

NOTE: DHR's website works best using web browser Internet Explorer version 9. Alternative browsers such as Google Chrome, Mozilla Firefox & Safari are also compatible.

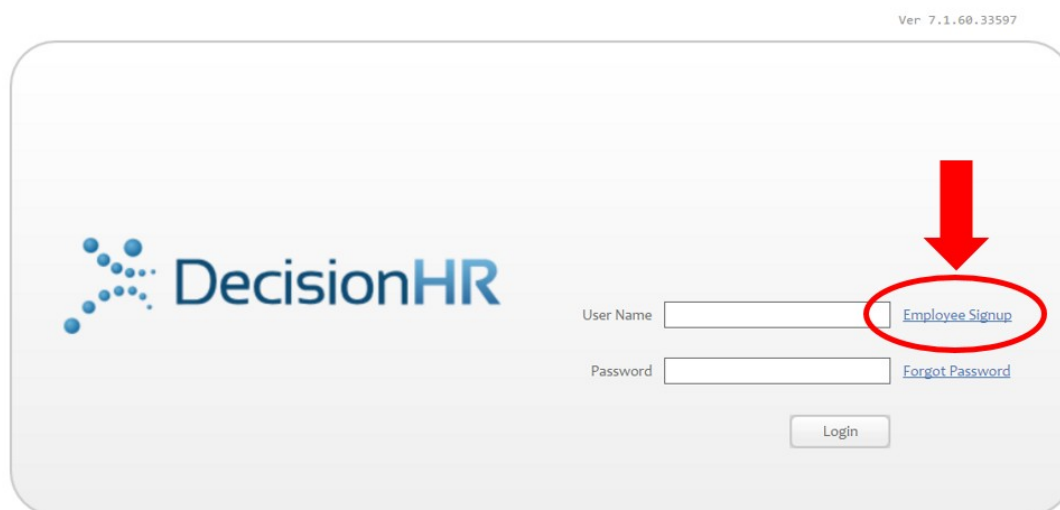
1. Once you've reached DHR's website, click on "Login" located at the top right corner of your screen.



2. You will be routed to a login page to select an option. Under the "Employee Login," click on the DecisionHR button.

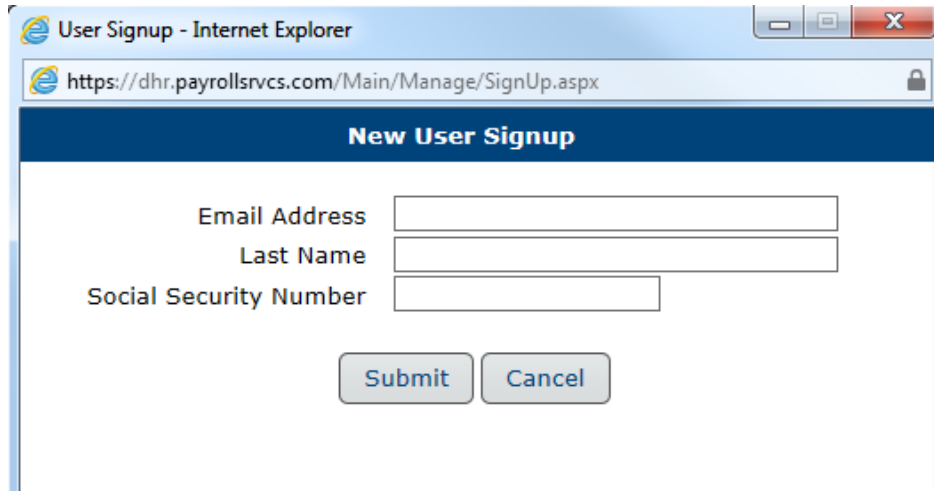


3. A separate web browser will open for you to enter your user name & password. If you do not have a username, click on "Employee Signup" to sign-up for a log-in and password.

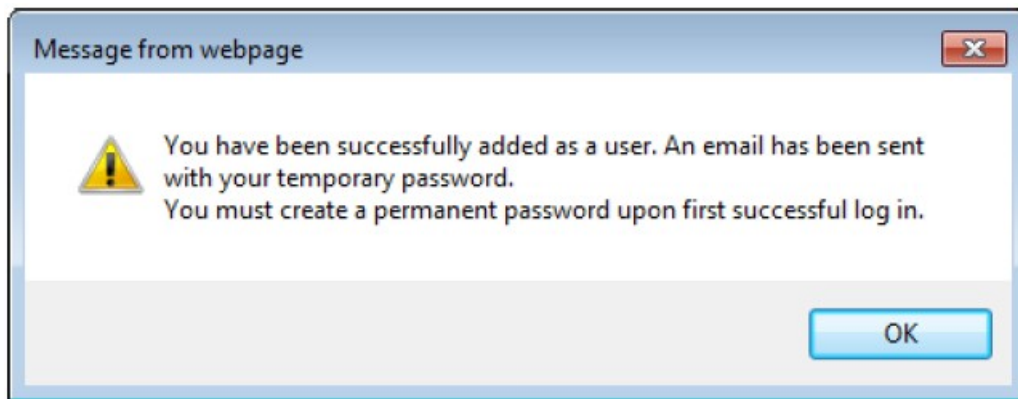


You must be a registered user to continue. Please contact sales for a demonstration.

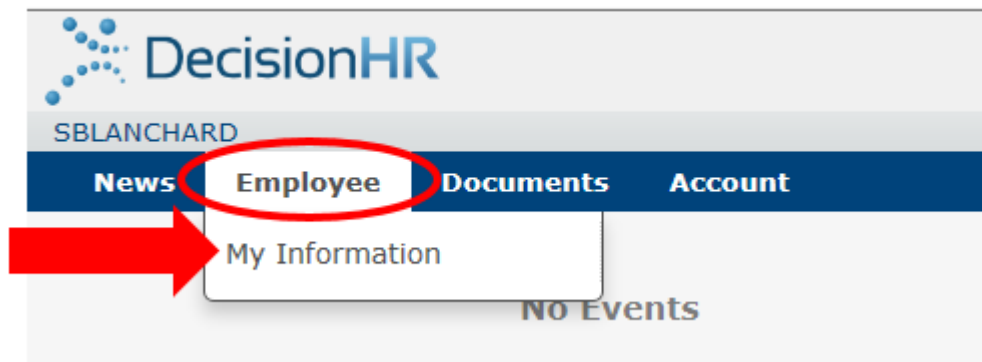
4. A pop-up will appear for you to enter your email address, last name & social security number. Then click the “Submit” button. If a pop-up does not appear, make sure to turn off your pop-up blocker on your web browser.



5. Once you’ve submitted your information, you will receive a pop-up indicating that your information has been received. You will receive an email from web@decisionhr.com indicating what your username & password will be. Please make sure to check your spam or junk folder for the email.



6. Once you’ve logged in to the DHR website, you will click on “Employee” at the top, then “My Information” to view your personal information.



News – Company announcements

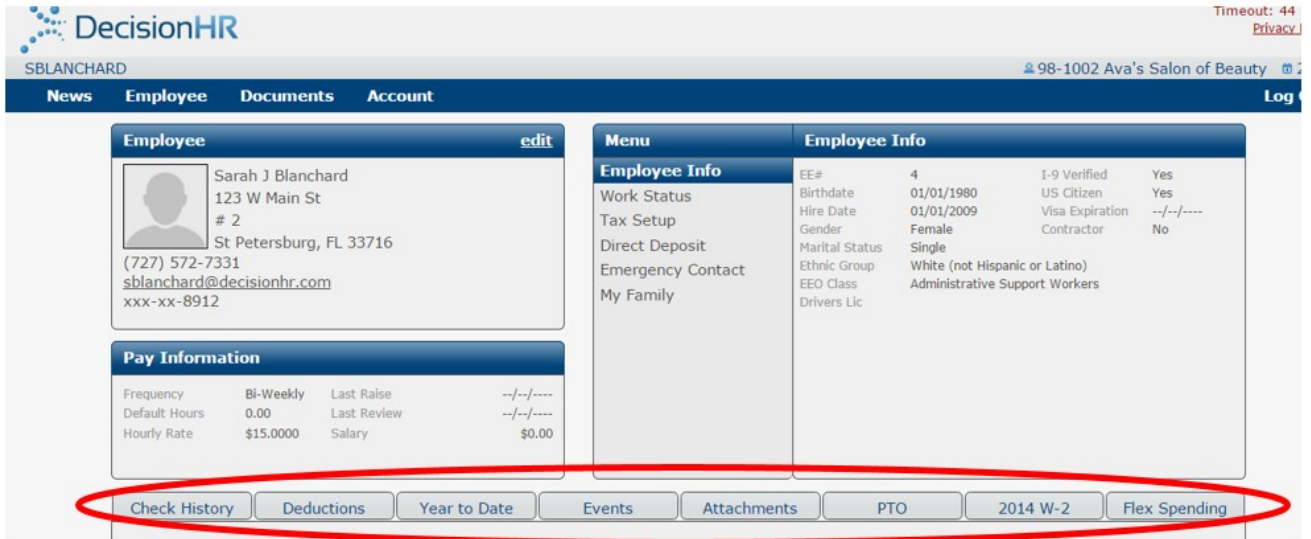
Employee – check history, view W2’s, deductions, time off accruals, etc.

Documents – tax forms, employee handbook

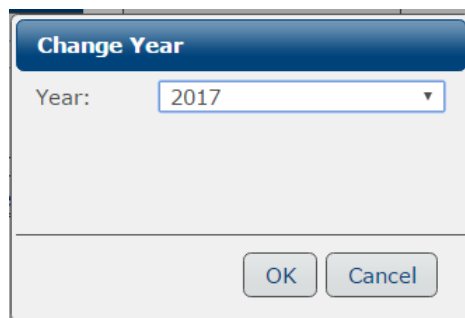
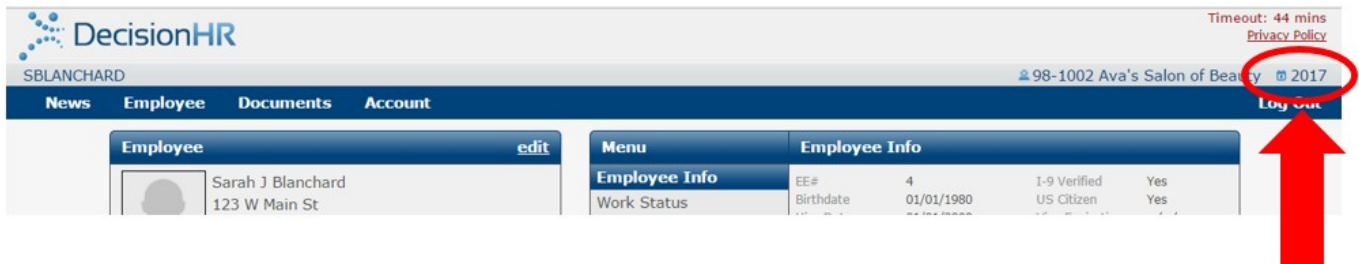
7. To view and/or print your paystub, click on the “Check History” tab. A pop-up will appear with your current year’s checks. Click on the Check Date that you would like to view, then click “View Check.” A PDF will appear on your screen.



8. To view your “Deductions,” “Year to Date” & “W-2” information, click on that specific tab.



9. To view information from a previous year, click on the year in the top right corner. A pop-up will appear giving you the option to change the year. Once you’ve selected a year, click “OK.”



Should you have any questions or issues with trying to login to our website, please feel free to contact us at 888-828-5511.

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CALIFORNIA NEW HIRE CHECKLIST

1. Employee Acknowledgement of Receipt of Policy Against Unlawful Harassment, Discrimination and Personal Appearance and Behavior Policy (Pages 52-55)
2. Employee Handbook Acknowledgment and At-Will Agreement (Page 57)
3. Post Hire Employee Data Form (Page 59)
4. EDD Pamphlets (Pages 61 - 67)
 - a. Form DE 1857A: Notice to Employees (Page 61)
 - b. Form DE 2515: Disability Insurance (Pages 63 - 64)
 - c. Form DE 2511: California Paid Family Leave (Pages 65 - 66)
5. Co-Employment Agreement (Pages 67 - 73)
6. I-9 (Must be completed within 3 days of hire) (Pages 75 - 93)
 - a. Instructions (Pages 75 - 89)
 - b. I-9 document and List of Acceptable Documents (Pages 91 - 93)
7. W-4 (Pages 95 - 98)
8. CA Withholding Allowance (Pages 99 - 104)
9. Arbitration Agreement (Pages 105 - 108)
 - a. PEO (Pages 105 - 106)
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10. Time of Hire Pamphlet (Pages 109 - 116)
11. Labor Wage Notice (Pages 117 -118)
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14. Prescreening Notice and Certification Request for WOTC (Optional) (Pages 121 - 122)

Notice of Policy Against Unlawful Harassment, Discrimination, and Retaliation

Worksite Employer (“the Company”) is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, which includes discrimination or harassment on the basis of race, religion, color, sex (including breast feeding and related medical conditions), gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable federal, state, or local law.

This policy against unlawful harassment, discrimination, and retaliation applies to all employees of the Company, including supervisors and managers, as well as to all unpaid interns and volunteers. The Company prohibits managers, supervisors and employees from harassing co-workers as well as the Company’s customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on gender, transgender and sexual orientation (meaning one’s heterosexuality, homosexuality, or bisexuality). By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one’s career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee’s failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- sending sexually-related text messages, videos or messages via social media;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;
- physical or verbal abuse concerning an individual’s actual sex or the actor’s perception of the individual’s sex; and
- verbal abuse concerning a person’s characteristics such as vocal pitch, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- slurs, epithets, and any other offensive remarks;

- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and observances.

What Should You Do If You Feel You Are Being, Or Have Been, Harassed, Discriminated Against, or Retaliated Against

If you feel that you are being harassed discriminated against, or retaliated against in violation of this policy by another employee, supervisor, manager or third party doing business with the Company, you should immediately contact supervisor and/or manager of the Company. If Worksite Employer does not completely and timely address your complaint of harassment, you should contact DecisionHR at 888-828-5511. In addition, if you observe harassment, discrimination, or retaliation by another employee, supervisor, manager or non-employee, please report the incident immediately to the individuals above

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to HR Department of the Company at. If the Company does not completely and timely address your complaint of harassment, discrimination, or retaliation you should contact DecisionHR at 888-828-5511.

All complaints of unlawful harassment, discrimination, or retaliation which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment, discrimination, or retaliation that are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

The California Department of Fair Employment and Housing may also investigate and process complaints of harassment. Violators are subject to penalties and remedial measures that may include

sanctions, fines, injunctions, reinstatement, back pay, and damages. The toll free number is (800) 884-1684.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

**Employee Acknowledgment of Receipt of
Policy Against Unlawful Harassment, Discrimination, and Retaliation Policy**

This will acknowledge that I received a copy of the Policy Against Unlawful Harassment, Discrimination, and Retaliation, and that I will comply with the requirements of these policies. I understand that under California law, I will be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Additionally, if I currently work in a supervisory or managerial position, or if I am ever promoted to such position, in the event I know of or have reason to know of any act of harassment or the existence of a hostile, intimidating or offensive work environment in the workplace, I will report it to the appropriate management contact(s) and will cooperate completely in the investigation of any claims of harassment without retaliation against any person for making a complaint of harassment.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE'S PERSONNEL FILE)

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EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

By signing below, I acknowledge that I have received my copy of the Company Handbook and that I will familiarize myself with its contents.

1. I understand that this Handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time, although only changes in writing issued by an authorized representative are binding on the Company and/or DecisionHR. The Company retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time. However, the policy of "at-will employment" (Paragraph 2) and the referenced Arbitration Agreement (Paragraph 3) may only be changed, altered, revised or modified through a written agreement signed by myself, and an authorized representative of the Company, and/or DecisionHR.

2. I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment. I understand that my employment, position and compensation with the Company are at will, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment with the Company at any time, with or without cause or advance notice, and the Company has the same right. I also understand that my at-will employment status may not be changed except in writing signed by me and the Company HR Contact. Similarly, my relationship with DecisionHR is "at-will," it may be terminated by me or DecisionHR with or without cause or advance notice, and only a written agreement between me and DecisionHR can change this at-will status. This document supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my relationship with the Company and DecisionHR.

3. I further acknowledge that the Company and DecisionHR utilize binding arbitration to resolve disputes, as set forth in the applicable Arbitration Agreement or Agreements. I understand and agree that I will be required to execute the applicable Arbitration Agreement or Agreements, which by this reference is or are incorporated into this Acknowledgment.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

EMPLOYEE SIGNATURE

NAME (PRINT)

DATE

[RETAIN IN EMPLOYEE PERSONNEL FILE]

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I. POST HIRE ENROLLMENT DOCUMENTS

DecisionHR requests that a good quality copy of an Employee's tax identification number (TIN) document, such as a Social Security Card, accompany each Employee Data Form.
Unless specified as an E-Verify WORKSITE, a SSN is not required for documentation of Employment Eligibility I-9

Worksite Name: _____ DecisionHR ID #: _____

EMPLOYEE DATA FORM

SECTION I. EMPLOYEE – PERSONAL DATA (May be completed by EMPLOYEE.)

Notice to Employee: This form is to be completed by employees AFTER employment is offered. This WORKSITE complies with the Americans with Disabilities Act of 1990. The information on this form will not be used to discriminate, with respect to compensation, terms, conditions or privileges of employment, because of race, color, religion, sex, age, national origin, marital status, sexual orientation or disabilities.

Last Name: _____ First: _____ MI: _____
(Print Name Exactly as it appears on your Social Security Card)

Physical Address (no P.O. Boxes): _____
Number/Street/Apt City State Zip County

Mailing Address: _____
Number/Street/Apt City State Zip County

_____ Phone (include Area Code) _____ Social Security Number _____ DOB (MM/DD/YYYY)

_____ Personal Email Address _____ Gender (M/F) _____ Marital Status (S/M/W/D)

_____ Emergency Contact Name _____ Emergency Contact Relationship _____ Emergency Contact Phone (include Area Code)

SECTION II. EMPLOYEE – WORKSITE DATA (Must be completed by WORKSITE only)

Employee Number: _____ Badge/Clock#: _____

Hire Date with DecisionHR: _____ Hire Date with Worksite: _____

Job Title: _____ Rate of Pay: _____

Workers' Comp. Code: _____ Department and/or Division: _____

Accrual Plan: _____

Work Status:		Pay Type:	Pay Cycle:
_____ 25-40 Hours per work week	_____ Permanent	_____ Hourly	_____ Weekly _____ Monthly
	_____ Temporary		_____ Biweekly _____ Semi-Mon
_____ 24 or Less Hours per work week	Temporary Dates:	_____ Salary (non-exempt)	_____ Other: _____
	_____ to _____	_____ Salary (exempt)	
		_____ Commission _____ Tips	

Signature of Authorized Worksite Representative: _____

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Notice to Employees:

THIS EMPLOYER IS REGISTERED UNDER THE CALIFORNIA UNEMPLOYMENT INSURANCE CODE AND IS REPORTING WAGE CREDITS THAT ARE BEING ACCUMULATED FOR YOU TO BE USED AS A BASIS FOR:

UI

Unemployment Insurance

(funded entirely by employers' taxes)

When you are unemployed or working less than full time and are ready, willing, and able to work, you may be eligible to receive Unemployment Insurance (UI) benefits. There are three ways to file a claim:

Internet

File online with eApply4UI—the fast, easy way to file a UI claim! Access eApply4UI at <https://eapply4ui.edd.ca.gov/>.

Telephone

File by contacting a customer service representative at one of the toll-free numbers listed below:

English 1-800-300-5616	Spanish 1-800-326-8937
Cantonese 1-800-547-3506	Vietnamese 1-800-547-2058
Mandarin 1-866-303-0706	TTY (non voice) 1-800-815-9387

Mail or Fax

File by mailing or faxing UI Application, DE 11011, by accessing the paper application online at www.edd.ca.gov/unemployment. The paper application can be filled out online and printed, or printed and completed by hand. Then the application can be mailed or faxed to an EDD office for processing.

Note: File promptly. If you delay in filing, you may lose benefits to which you would otherwise be entitled.

DI

Disability Insurance

(funded entirely by employees' contributions)

When you are unable to work or reduce your work hours because of sickness, injury, or pregnancy, you may be eligible to receive Disability Insurance (DI) benefits.

Your employer must provide a copy of Disability Insurance Provisions, DE 2515, to each newly hired employee and to each employee leaving work due to pregnancy or due to sickness or injury that is not job related.

To file a claim:

- **Online**, create an account at www.edd.ca.gov/disability. This is the easiest and fastest way to file a new claim and obtain claim status information.
- **By mail**, obtain the data capturing Claim for Disability Insurance Benefits (Optical Character Recognition), DE 2501, from your employer, physician/practitioner, hospital, by calling us at 1-800-480-3287, or online at www.edd.ca.gov/forms.

Note: If your employer maintains an approved Voluntary Plan for DI coverage, contact your employer for assistance.

FOR MORE INFORMATION ABOUT DI, PLEASE VISIT www.edd.ca.gov/disability OR CONTACT DI CUSTOMER SERVICE BY PHONE AT 1-800-480-3287.
STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-866-352-7675.
TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-563-2441.

PFL

Paid Family Leave

(funded entirely by employees' contributions)

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits.

Your employer must provide a copy of Paid Family Leave Program Brochure, DE 2511, to each newly hired employee and to each employee leaving work to care for a seriously ill family member or to bond with a new child.

To file a claim:

- **Online**, create an account at www.edd.ca.gov/disability. This is the easiest and fastest way to file a new claim.
- **By mail**, obtain the data capturing Claim for Paid Family Leave Benefits (Optical Character Recognition), DE 2501F, from your employer, physician/practitioner, hospital, by calling us at 1-877-238-4373, or online at www.edd.ca.gov/forms.

Note: If your employer maintains an approved Voluntary Plan for PFL coverage, contact your employer for assistance.

FOR MORE INFORMATION ABOUT PFL, PLEASE VISIT www.edd.ca.gov/disability OR CONTACT CUSTOMER SERVICE BY PHONE AT 1-877-238-4373.
STATE GOVERNMENT EMPLOYEES SHOULD CALL 1-877-945-4747.
TTY (FOR DEAF OR HEARING-IMPAIRED INDIVIDUALS ONLY) IS AVAILABLE AT 1-800-445-1312.

NOTE: SOME EMPLOYEES MAY BE EXEMPT FROM COVERAGE BY THE ABOVE INSURANCE PROGRAMS. IT IS ILLEGAL TO MAKE A FALSE STATEMENT OR TO WITHHOLD FACTS TO CLAIM BENEFITS. FOR ADDITIONAL GENERAL INFORMATION, VISIT THE EDD WEBSITE AT www.edd.ca.gov.

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DI Office Locations and Mailing Addresses

- Chico 645 Salem Street
(PO Box 8190, Chico, CA 95927-8190)
- Chino Hills ... 15315 Fairfield Ranch Road, Ste. 100
(PO Box 60006, City of Industry, CA 91716-0006)
- Fresno 2550 Mariposa Mall, Rm. 1080A
(PO Box 32, Fresno, CA 93707-0032)
- Long Beach ... 4300 Long Beach Blvd., Ste. 600
(PO Box 469, Long Beach, CA 90801-0469)
- Los Angeles 888 S. Figueroa Street, Ste. 200
(PO Box 513096, Los Angeles, CA 90051-1096)
- Oakland 7677 Oakport Street, Ste. 325
(PO Box 1857, Oakland, CA 94606-1857)
- Sacramento 5009 Broadway
(PO Box 13140, Sacramento, CA 95813-3140)
- San Bernardino 371 West 3rd Street
(PO Box 781, San Bernardino, CA 92402-0781)
- San Diego ... 9246 Lightwave Avenue, Bldg. A, Ste. 300
(PO Box 120831, San Diego, CA 92112-0831)
- San Francisco 745 Franklin Street, Rm. 300
(PO Box 193534, San Francisco, CA 94119-3534)
- San Jose 297 West Hedding Street
(PO Box 637, San Jose, CA 95106-0637)
- Santa Ana ... 605 West Santa Ana Blvd., Bldg. 28, Rm. 735
(PO Box 1466, Santa Ana, CA 92702-1466)
- Santa Barbara 128 East Ortega Street
(PO Box 1529, Santa Barbara, CA 93102-1529)
- Santa Rosa 606 Healdsburg Avenue
(PO Box 700, Santa Rosa, CA 95402-0700)
- Stockton 3127 Transworld Dr., Ste. 150
(PO Box 201006, Stockton, CA 95201-9006)
- California State Government Employees
(PO Box 2168, Stockton, CA 95201-2168)
- Van Nuys 15400 Sherman Way, Rm. 500
(PO Box 10402, Van Nuys, CA 91410-0402)



STATE OF CALIFORNIA

LABOR AND WORKFORCE DEVELOPMENT AGENCY

EMPLOYMENT DEVELOPMENT DEPARTMENT

This pamphlet is for general information only, and does not have the force and effect of the law, rule or regulation.

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made by calling DI at 1-866-490-8879 (voice), or through the California Relay Services at 711.

Disability is an illness or injury, either physical or mental, which prevents customary work. Disability includes elective surgery, pregnancy, childbirth, or related medical conditions.

Disability Insurance (DI) is a component of the State Disability Insurance (SDI) program, designed to partially replace wages lost due to a non-work-related disability (see "Other Programs," for job-related disabilities).

SDI contributions are paid by California workers covered by the SDI program. Contribution rates may vary from year to year. For current rates, visit the DI website at www.edd.ca.gov/disability, or contact the Employment Development Department (EDD) Disability Insurance customer service at 1-800-480-3287 or EDD employment tax customer service at 1-888-745-3886.

DI Plans

- **State Plan.** The DI state plan is covered in this brochure.
- **Voluntary Plan (VP).** A private plan, approved by the Director of the EDD, which may be substituted for the State Plan. Voluntary Plans may be established if the employer and majority of employees agree to do so. VP information and filing a claim may be done through your employer. If you are covered by a VP, the provisions of this brochure may not apply to you. Obtain information about your coverage and file a VP claim through your employer.
- **Elective Coverage (EC).** Employers and self-employed persons, including general partners, may elect coverage. The method of computing benefits for EC participants is not the same as for mandatory rate payers. The cost of participating, which is set annually, can be obtained from your local EDD Employment Tax Customer Service Office.

EC claims are filed in the same manner as State Plan claims; however, there are some differences in eligibility requirements from those listed in this pamphlet.

- For additional information or to apply for coverage, contact EDD DI customer service at 1-800-480-3287, EDD employment tax customer service at 1-888-745-3886, or visit our website at www.edd.ca.gov/disability.

How to Claim State Plan Benefits

1. Use **SDI Online** to securely file for benefits or request a paper claim form online.
 - By Internet: www.edd.ca.gov/disability.
 - By phone: **1-800-480-3287**.
 - By mail: EDD, Disability Insurance, PO Box 989777, West Sacramento, CA 95798-9777.
 - In person by visiting any of the DI offices listed under "DI Office Locations."
 - California state government employees covered by SDI should call **1-866-352-7675**.
2. When filing using SDI Online, complete all required fields. A receipt number will be generated when your claim is submitted. If using a paper *Claim for Disability Insurance (DI) Benefits* (DE 2501) form, complete and sign Part A-Claimant's Statement. Print clearly, and verify your answers are complete and correct as errors delay payment.
 3. Have your physician/practitioner complete the Part B - Physician/Practitioner's Certificate online or use the paper claim form. If filing online, your physician/practitioner will need your receipt number to complete the Part B - Physician/Practitioner's Certificate. Usually a claim cannot begin more than seven days before you were examined by or under the care of a physician/practitioner. Certification may be made by a licensed medical or osteopathic physician and surgeon, nurse practitioner, physician assistant, chiropractor, dentist, podiatrist, optometrist, designated psychologist, or an authorized medical officer of a United States government facility. Certification may also be made by a licensed nurse-midwife or licensed midwife for disabilities related to normal pregnancy or childbirth.
 4. File online or submit your paper claim form within 49 days from the date your disability begins. If your claim is late, you may lose benefits unless your explanation of the delay is accepted as reasonable.



DISABILITY INSURANCE PROVISIONS

How Benefits Are Paid

- SDI benefits are paid electronically or by mail. You do not need to appear in person to apply or receive benefits.

- Benefits are paid via the EDD Debit CardSM. The EDD Debit CardSM works like other debit cards, giving you access to funds 24 hours a day, 7 days a week, and can be used everywhere Visa[®] debit cards are accepted. When your claim is received, you may be contacted through SDI Online, by phone, or by mail for additional information. Most properly completed claims are processed within 14 days.

- The first seven days of your DI claim are a non-payable waiting period. If a claim is filed for the same or related cause or condition within 60 days of the initial claim, it will be processed as a continuation of the initial claim for which a waiting period was already served. There will not be a new waiting period in such cases.

Benefits are paid as quickly as possible after all information to determine eligibility is received. If you meet all eligibility requirements, benefits will be authorized. If you are eligible for further benefits, you will be authorized for additional benefits electronically or sent a *Claim For Continued Disability Benefits* (DE 2500A) certification form for you to complete for the next benefit period. Usually these benefit periods are for two-week intervals. However, DI pays benefits based on daily eligibility within a seven-day calendar week. Partial weeks are paid at a daily rate. This rate is one-seventh of your weekly benefit amount. Please allow 10 days from the date you mail or electronically submit a certification for receipt of payment.

How Your Benefit Rate is Determined

Benefit amounts are based on wages paid during a specific 12-month **base period**, determined by the date your claim begins. Consider when to start your claim since this may affect your weekly benefit rate, your maximum benefit amount, and the period of your benefit eligibility. Only **base period** wages subject to the SDI contributions can be used in computing your benefits. To qualify, you must have earned at least \$300 during your base period. The month your claim begins determines which four consecutive quarters are used.

If your claim begins in:

- **January, February, or March, your base period is the 12 months ending last September 30.** (Example: A claim beginning February 14, 2017, uses a base period of October 1, 2015, through September 30, 2016.)
- **April, May, or June, your base period is the 12 months ending last December 31.** (Example: A claim beginning June 20, 2017, uses a base period of January 1, 2016, through December 31, 2016.)
- **July, August, or September, your base period is the 12 months ending last March 31.** (Example: A claim beginning September 27, 2017, uses a base period of April 1, 2016, through March 31, 2017.)
- **October, November, or December, your base period is the 12 months ending last June 30.** (Example: A claim beginning November 2, 2017, uses a base period of July 1, 2016, through June 30, 2017.)

Exceptions: If your claim is determined to be invalid, but you were unemployed and seeking work for 60 days or more in any quarter of your base period, you may be able to substitute wages paid in prior quarters.

You may be entitled to substitute wages paid in prior quarters to either validate your claim or increase your benefit amount, if during your base period you:

- Were in the military service.
- Received workers' compensation benefits.
- Did not work because of a labor dispute.

If your situation fits any of the above, include a letter and supporting documentation with your claim form.

Wage Continuation. If your employer continues to pay you wages during your DI claim, your DI benefits may be affected. DI benefits plus wages cannot exceed your regular weekly wage. DI benefits are not affected by vacation pay you may receive.

Maximum Benefits. The maximum benefit amount is 52 times the weekly rate, but not more than your total base period wages. Exception: For employers and self-employed individuals who elect SDI coverage, the maximum benefit amount is 39 times the weekly rate.

Additionally, benefits are payable only for a limited period to a resident in an alcoholic recovery home or drug-free residential facility that is both licensed and certified by the state in which the facility is located. However, disabilities related to or caused by acute or chronic alcoholism or drug abuse, being medically treated, do not have this limitation.

Pregnancy. As with any medical condition, your disability period begins the first day you are unable to do your regular or customary work. DI benefits are based on the period of time your physician/practitioner certifies you are unable to do your regular or customary work. Do not send in your claim for pregnancy-related DI benefits until the date your physician/practitioner certifies you are unable to work.

NOTE: For information on Paid Family Leave (PFL) bonding benefits, see the "Other Programs" section of this brochure.

You May Not be Eligible for Benefits

- If you are receiving Unemployment Insurance or PFL benefits.
- If you are not working or looking for work at the time your disability begins.
- If you are in custody due to conviction of a crime.

- If your full wages are paid.

- If you are receiving workers' compensation at a weekly rate equal to or greater than the DI rate. If workers' compensation benefits are paid at a lower rate than your DI rate, you may be paid the difference.

- For the amount of time a claim is late (without good cause).

- If you make a false statement or fail to report a material fact. (A 30 percent penalty may be assessed if benefits are overpaid because you willfully withheld a material fact or made a false statement.)

- If you fail to attend an independent medical examination when requested. (Fees for such examinations are paid by the EDD.)

The California Unemployment Insurance Code provides for penalties consisting of fines, imprisonment, and loss of benefit rights for fraud against the SDI program.

Your Rights. You are entitled to:

- Know the reason and basis for any decision that affects your benefits.
- Appeal any decision about your eligibility for benefits. (Appeals must be sent to the DI office in writing.)
- Request an appeal hearing before an Administrative Law Judge (ALJ). You may further appeal the ALJ's decision to the California Unemployment Insurance Appeals Board and the courts.
- Privacy – all claim information will be kept confidential except for the purposes allowed by law.

Your Obligations. Your responsibilities:

- Complete your claim and other forms correctly, completely, and truthfully.
- Submit your claim and other forms according to time limits on forms. If your claim is submitted late and you believe you have a good reason for being late, you should include a written explanation of the reason(s) with the form.
- Contact DI if you do not understand a question or how to answer it.
- Include your name and claim identification number on letters to DI.

Contact DI

- By **email** at <https://askedd.edd.ca.gov>.
- By phone at:
 - English 1-800-480-3287
 - Spanish 1-866-658-8846
- By **U.S. mail** addressed to PO Box 13140, Sacramento, CA 95813-3140. If you do not have a current claim, you may write to any DI office. Note: Do not mail claim forms to this PO Box.
- By **TTY** (teletypewriter for deaf, hearing-impaired, and speech-impaired persons only) at 1-800-563-2441.
- **In person** by visiting any of the DI offices listed under "DI Office Locations."

Other Programs

If you are injured on the job or become ill as a result of your occupation, notify your employer. If you are able and available to work but unemployed, contact the Unemployment Insurance program of the EDD through the website at www.edd.ca.gov/unemployment, or by phone at 1-800-300-5616 (TTY 1-800-815-9387).

If you need help in finding work, job training, retraining, or other services in order to return to work, visit your local America's Job Center of CaliforniaSM formerly known as One-Stop Career Centers listed at www.servicelocator.org, or in the white pages of your phone directory.

If your disability is permanent or is expected to continue for a year or more, contact the U.S. Social Security Administration at www.ssa.gov, or by phone at 1-800-772-1213 (TTY 1-800-325-0778).

If you take time off work to care for a family member or if you take time off from work to bond with a new child, including newly adopted, newly placed foster children, or those of your registered domestic partner, contact the EDD PFL program at www.edd.ca.gov/disability, or by phone at 1-877-238-4373, or through the California Relay Service at 711.

Note: A PFL bonding claim form will be sent automatically with the final benefit payment to new mothers receiving DI benefits.

If you are a victim of a crime, contact the California Victim Compensation program at 1-800-777-9229 (TTY 1-800-735-2929). You may also contact your county Victim/Witness Assistance Center.

Questions about spousal or parental support obligations should be directed to the district attorney's office for the county that issued the court order.

Questions about child support obligations should be directed to the Department of Child Support Services at 1-866-901-3212 (TTY 1-866-399-4096).



About California Paid Family Leave

For many working Californians, finding time to be with a loved one when they need it most can be difficult. California's Paid Family Leave program was created for those moments that matter – when you are bonding with a new child or caring for a seriously ill family member.

Fast Facts About California Paid Family Leave

- Provides up to six weeks of partial wage replacement benefits to bond with a new child (either by birth, adoption, or foster care placement) or to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner).
- Doesn't have to be taken all at once.
- Provides approximately 60 to 70 percent of your salary during your leave.
- Funded through your State Disability Insurance tax withholding, so you are most likely eligible if you've paid into State Disability Insurance (noted as "CASDI" on paystubs) or a qualifying voluntary plan in the past 5 to 18 months.
- Bonding claims can be used at any time in the first 12 months after a child enters your family.

CALIFORNIA PAID FAMILY LEAVE moments matter.

In California, it's the law.

Paid Family Leave benefits:
Giving Californians the time they need to be there for the moments that matter.

English	1-877-238-4373
Spanish	1-877-379-3819
Cantonese	1-866-692-5595
Vietnamese	1-866-692-5596
Armenian	1-866-627-1567
Punjabi	1-866-627-1568
Tagalog	1-866-627-1569
TTY	1-800-445-1312

Individuals can also visit a Paid Family Leave or Disability Insurance office to obtain claim forms, receive information, or speak to a representative.
Visit edd.ca.gov/Disability/Contact_SDI.htm to locate an office.



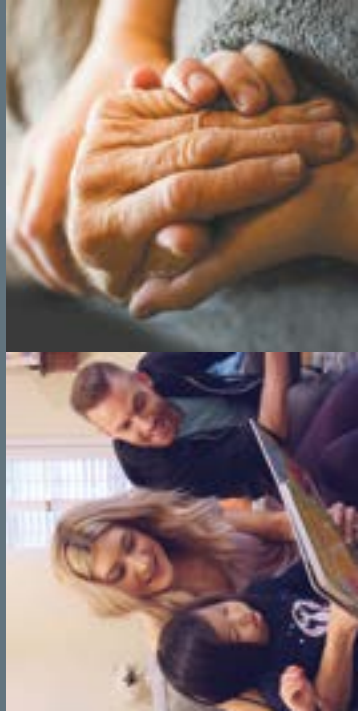
For more information, visit:
CaliforniaPaidFamilyLeave.com

The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made by calling 1-866-490-8879 (voice). TTY users, please call the California Relay Service at 711.



CALIFORNIA PAID FAMILY LEAVE

Helping Californians be present for the moments that matter.



Do I Qualify For California Paid Family Leave?

To qualify for Paid Family Leave benefits, **you must meet** the following requirements:

- Need to take time off from work to care for a seriously ill family member or to bond with a new child.
- Be covered by State Disability Insurance (or a voluntary plan in lieu of State Disability Insurance).
- Have earned at least \$300 in the past 5 to 18 months.
- Submit your claim no later than 41 days after you begin your family leave. Do not file before your first day of leave.

If required by your employer, you must use up to two weeks of unused vacation leave or paid time off. Check with your human resources department to confirm your employer's requirements.

How Are Benefit Amounts Calculated?

California Paid Family Leave provides approximately 60 to 70 percent of your weekly salary (from \$50 up to \$1,216 weekly).

The benefit amount is calculated from your highest quarterly earnings over the past 5 to 18 months, before the start of your claim. The Employment Development Department has an online calculator at edd.ca.gov/PFL_Calculator that can help you estimate your weekly benefit amount.

How Do I Apply For Benefits?

Apply for Paid Family Leave benefits using SDI Online. Visit edd.ca.gov/SDI_Online for more information.

You may also apply using a paper form. Visit edd.ca.gov/Forms to request a *Claim for Paid Family Leave (PFL) Benefits*, DE 2501F form.

For caregiving claims, you must supply medical certification showing that the care recipient has a serious health condition and requires your care. This needs to be completed by the care recipient's physician/practitioner. Information about the care recipient and their signature are also required.

For bonding claims, you must provide documentation showing proof of relationship between you and the child (e.g., a copy of the child's birth certificate, adoptive placement agreement, or foster care placement record).

If you are currently receiving pregnancy-related Disability Insurance benefits, it is not necessary to request a Paid Family Leave claim form. The form to file for bonding will be sent through your SDI Online account or via mail when your pregnancy-related disability claim ends.

If you are covered by a voluntary plan, contact your employer for information about your coverage and instructions on how to apply for benefits.

If your claim is denied, you are entitled to:

- Know the reason for denial.
- Appeal decisions about your eligibility for benefits. Visit edd.ca.gov/DisabilityAppeals.htm for information about appeals.

All claim information is confidential except for purposes allowed by law.



Does Paid Family Leave Provide Job Protection?

California Paid Family Leave does not provide job protection or a right to return to work. However, job protection may be provided under other laws such as the federal Family and Medical Leave Act, the California Family Rights Act, or the New Parent Leave Act (if you qualify). Notify your employer of your plan to take leave and the reason for taking leave according to your company's policy.

WORKSITE EMPLOYEE ACKNOWLEDGMENT

1. **Introduction to DecisionHR.** Your Worksite Employer has entered into a contract with DecisionHR (“PEO”) to assist Worksite Employer (defined below) with human resources related matters, such as payroll, workers’ compensation insurance, and employee benefits. Your Worksite Employer is the company or organization where you report to work and/or that supervises you. The term “Worksite Employee” refers to you.

2. **Your Worksite Employer.** You acknowledge that your Worksite Employer, and not PEO, is the Primary Employer, which means that your Worksite Employer retains control of the worksite, supervises and directs your day-to-day work activities, provides the facilities and furnishes the equipment and supplies for your work, including personal protective equipment, if any is required to perform your job duties, determines your work schedule, monitors your workload and productivity, ensures that you are properly trained to perform your job safely, ensures that you are covered by an effective Injury and Illness Prevention Program, which your Worksite Employer has established, and determines your rate of pay and job classification. PEO will take responsibility for certain human resources related matters, as agreed upon between PEO and your Worksite Employer. Some states may require PEO to assume specific roles or responsibilities. In addition, certain states require additional information as part of this Worksite Employee Acknowledgment. Refer to Exhibit “A” (which is attached hereto and incorporated by reference as if set forth fully herein) for additional information that might be unique to the state in which your work.

3. **At-Will Status.** Your employment relationship with Worksite Employer remains at-will, which means it can be terminated by you or Worksite Employer with or without cause and with or without advance notice. Similarly, your status with PEO can be terminated with or without cause and with or without advance notice. If your employment relationship with Worksite Employer ends, your status with PEO will also end at that time. However, if your Worksite Employer and PEO end their contract with one another, thereby terminating your status with PEO, that alone would not result in the termination of your employment relationship with Worksite Employer.

4. **PEO Benefits.** As a result of your Worksite Employer’s decision to use PEO’s services, you may be eligible to participate in benefits provided by PEO, while Worksite Employer has a contract with PEO. The Plan Documents for such benefits will control your eligibility to participate in benefits and the extent of the benefits provided.

5. **Worksite Employer Paid Time Off and Other Benefits.** In the event that Worksite Employer maintains policies providing paid time off from work, such as vacation, sick leave, PTO, or paid leave for specific reasons such as pregnancy, Worksite Employer is solely responsible for funding or determining eligibility for benefits under such policies. PEO does not provide, and has no policy providing, vacation or other paid time off benefits. To the extent paid time off benefits are paid through PEO’s payroll, it is solely as an administrative service on behalf of Worksite Employer. Similarly, to the extent Worksite Employer provides other benefits pursuant to policies to which PEO is not a party, such as severance pay, stock options, bonuses, profit sharing, retirement benefits, disability insurance, and so forth, Worksite Employer is solely responsible for providing such benefits (or procuring the benefits from third parties). By providing examples of potential Worksite Employer benefits, this Acknowledgment does not create any right to such benefits or imply that any such benefits exist.

6. **Discrimination, Harassment and Other Unlawful Treatment.** If you feel that you have been subjected to discrimination, harassment, retaliation, denied a legally-mandated leave, or

experienced other unlawful treatment in your employment, or if you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, immediately contact your supervisor or another member of management at your Worksite Employer. If you do not feel comfortable contacting anyone at Worksite Employer, or if you feel that Worksite Employer has not adequately addressed your concerns, notify PEO immediately. The accommodations referenced herein include, but are not limited to, lactation accommodation. Unlawful discrimination, harassment, and retaliation are defined and discussed in separate policies that have been provided to you. Please be certain you read and understand those policies. If such written policies are not yet available to you at a time when you need to review and understand your entitlements, obligations, and rights with regard to these subjects, contact PEO for assistance.

7. **Wage and Hour Compliance.** Although PEO processes the payroll for your compensation and may assist Worksite Employer with other administrative matters involving your compensation, only your Worksite Employer is able to ensure that: your hours of work are all captured and reported correctly for payment; you are classified correctly as exempt or non-exempt; you are paid overtime if overtime is applicable to you; and you receive the breaks to which you may be entitled. You agree that Worksite Employer has sole control of these topics, and that therefore Worksite Employer is solely responsible for any claims you may have related to these topics. However, if you feel that you not been compensated correctly or that you have not received breaks to which you were entitled, please contact PEO immediately.

8. **Accidents and Injuries.** Immediately report work related injuries or accidents to PEO. You should immediately stop working if you feel your work area is unsafe. Additionally, if you are assigned work that you reasonably believe to be dangerous, you may refuse to do that work, and you should contact your supervisor or PEO. Worksite Employer reserves the right to require post-accident/post-injury drug and alcohol screening when permitted by law. Refer to the applicable drug and alcohol policy for more information on drug and alcohol screening.

9. **Arbitration.** PEO utilize binding arbitration to resolve disputes, as set forth in the PEO Arbitration Agreement, and Worksite Employer may utilize binding arbitration as well. You will be required to execute the applicable Arbitration Agreement, which by this reference is incorporated into this Acknowledgment. If you have a separate valid arbitration agreement with Worksite Employer that agreement will apply to disputes between you and Worksite Employer, and the applicable arbitration agreement provided by PEO will apply to disputes between you and PEO.

10. **Access to Information.** As part of the administrative services that PEO provides to Worksite Employer, PEO has contracted with certain service providers who provide support services to PEO. These service providers may have access to Worksite Employee's confidential information in the course of providing services to PEO. You acknowledge and understand that such service providers may have access to your confidential information, and you agree to such access to your confidential information.

11. **General Terms.** This Worksite Employee Acknowledgment (including exhibits) is the entire agreement between you and PEO with respect to the subjects addressed in this Acknowledgment, and this Acknowledgment takes the place of all prior and contemporaneous agreements, representations, and understandings regarding the subjects addressed herein. Notwithstanding the foregoing, in the event you have a written employment contract with Worksite Employer, the terms of that contract are not superseded by this Acknowledgment in regard to your employment relationship with Worksite Employer.

However, PEO is not bound by any such employment contract and this Acknowledgment governs your relationship with PEO. Should any term or provision of this Acknowledgment, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this Acknowledgment shall be enforceable. The terms of this Acknowledgment may only be changed in writing, by an authorized representative of PEO.

WORKSITE EMPLOYEE SIGNATURE

WORKSITE EMPLOYEE NAME (PRINT)

DATE

EXHIBIT "A"

WORKSITE EMPLOYEE ACKNOWLEDGMENT

STATE SPECIFIC CO-EMPLOYER NOTICE AND DISCLOSURE

This Co-Employer Notice and Disclosure modifies the Worksite Employee Acknowledgment as follows:

1. In order to provide its services, certain states require PEO to reserve rights and/or commit to certain obligations with respect to your employment.

2. In addition, if you work in one of the following states, the terms set forth below regarding the applicable state apply to you. Any terms listed below shall not affect PEO's reservation of rights and/or obligations in any other states not so listed.

a. California

i. *Meal Periods, Rest Breaks, and Recovery Periods*

Worksite Employer provides an uninterrupted, unpaid, duty-free 30-minute meal period to non-exempt Worksite Employees on days when they work more than 5 hours. This meal period begins no later than the end of the fifth hour of work. Worksite Employer also provides a second uninterrupted, duty-free 30-minute meal period to non-exempt Worksite Employees on days when they work more than 10 hours. This second meal period begins no later than the end of the tenth hour of work. Only in limited circumstances can meal periods be waived.

Additionally, Worksite Employer provides an uninterrupted, paid, duty-free 10-minute rest break for every four hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. Worksite Employer generally will not authorize a rest break for Worksite Employees whose total daily work time is less than three and one-half (3 ½) hours.

Worksite Employer also provides Worksite Employees who work outdoors in temperatures exceeding 85 degrees Fahrenheit with an uninterrupted, paid, 5-minute recovery period.

Worksite Employer schedules work assignments with the expectation that Worksite Employees will take their duty-free meal periods, rest breaks, and, if applicable, recovery periods, and PEO endorses this policy. Worksite Employer may ask Worksite Employees to confirm in writing that they have been relieved of all duty and otherwise provided all meal periods, rest breaks, and applicable recovery periods during a particular pay period, or in the alternative, identify missed meal periods or rest breaks or denied recovery periods. Worksite Employer does not permit Worksite Employees to perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records or to inaccurately reflect or hide meal periods or time spent working during meal periods. Please note, however, that no Worksite Employer manager or supervisor is authorized to instruct Worksite Employees how to spend personal time during a meal period or rest break. Worksite Employees should immediately report a manager's or supervisor's instruction to skip or work during a meal period, rest break, or applicable recovery period to Worksite Employer.

ii. Legally-Mandated Leaves

Worksite Employer provides Worksite Employees time away from scheduled work to the extent required by applicable law provided that eligibility and notice requirements pertaining to the requested leave are satisfied. Legally-mandated leaves of absence include the following: paid sick leave; leave for jury or witness duty; leave for voting; leave for emergency rescue personnel; civil air patrol leave; leave for victims of felony crimes, domestic violence, sexual assault, or stalking; family-school partnership leave; organ or bone marrow donor leave; pregnancy disability leave; FMLA/CFRA leave, including military-related FMLA/CFRA leave; leave for family members of military personnel; and leave to fulfill military duties. PEO endorses this policy.

iii. Alcohol and Drug Testing

Worksite Employer prohibits the unauthorized possession or use of alcohol, drugs, or other mind-altering or intoxicating substances while Worksite Employees are at work or engaged in work-related activities. Worksite Employees may be required to submit to drug/alcohol screening whenever Worksite Employer has a reasonable suspicion that Worksite Employee has violated this rule. Reasonable suspicion may arise from, among other factors, supervisory observation, reports or complaints from other Worksite Employees, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident. To enforce this policy, Worksite Employer may investigate potential violations and require Worksite Employees to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of Worksite Employer's physical premises, including, but not limited to work areas, personal articles, Worksite Employees' clothes, desks, work stations, lockers, and vehicles located on Worksite Employer's premises.

b. Hawaii

- i. Only to the extent required by State law, PEO shall serve as the employer of record during the term of this Agreement for purposes of complying with all laws relating to unemployment insurance, workers' compensation, temporary disability insurance, and prepaid health care coverage.

c. Montana

- i. Only to the extent required by State law, PEO (a) reserves a right of direction and control over Worksite Employees; and (b) retains authority to hire, terminate, discipline, and reassign Worksite Employees.
- ii. Worksite Employer retains sufficient direction or control as necessary to conduct its business and without which Worksite Employer would be unable to conduct business, discharge fiduciary responsibilities, or comply with State licensing laws.
- iii. Worksite Employer retains the right to accept or cancel the assignment of a Worksite Employee.

d. New Mexico

- i. PEO is in compliance with the State's workers' compensation requirements under NMSA § 52-1-4.

e. Rhode Island

- i. Worksite Employer shall be solely responsible for the quality, adequacy, and safety of the goods or services produced or sold in Worksite Employer's business.
- ii. Worksite Employer shall be solely responsible for directing, supervising, training, and controlling the work of the Worksite Employees with respect to the business activities of Worksite Employer and shall be solely responsible for the acts, errors, or omissions of the Worksite Employees with regard to those activities.
- iii. PEO shall not be liable for the acts, errors, or omissions of Worksite Employer or of any Worksite Employee when the Worksite Employee is acting under the express direction and control of Worksite Employer.
- iv. A Worksite Employee shall not be considered, solely as the result of being a Worksite Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Worksite Employees are included by specific, express reference in an applicable employment agreement, insurance contract or bond.

f. South Carolina

- i. Only to the extent required by State law, PEO (a) reserves a right of direction and control over the Worksite Employees; (b) retains a right to hire, discipline, terminate, and reassign the Worksite Employees; (c) has the responsibility to pay wages to the Worksite Employees and to collect and pay payroll taxes on such wages, regardless of payments by the Worksite Employer to PEO; and (d) retains a right of direction or control over the adoption of employment policies and the management of workers' compensation claims, claim filings, and related procedures on joint agreement by Worksite Employer and PEO in accordance with applicable federal and State laws.
- ii. PEO and Worksite Employer are operating under and subject to the Workers' Compensation Act of South Carolina. In case of accidental injury or death to a Worksite Employee, the injured Worksite Employee, or someone acting on his or her behalf, shall notify immediately DecisionHR at 888-828-5511 and Worksite Employer. Failure to give immediate notice may be the cause of serious delay in the payment of compensation to a Worksite Employee or a Worksite Employee's beneficiaries and may result in failure to receive any compensation benefits.

- iii. PEO has secured workers' compensation coverage for Worksite Employee and will maintain such coverage for the duration of its relationship with Worksite Employer.
- iv. PEO and Worksite Employer have agreed that (a) notice to or acknowledgment of the occurrence of an injury on the part of Worksite Employer is notice to or knowledge on the part of PEO and its workers' compensation insurer; (b) for the purposes of State law, the jurisdiction of Worksite Employer is the jurisdiction of PEO and its workers' compensation insurer; (c) PEO and its workers' compensation insurer are bound by and subject to the awards, judgments, or decrees rendered against them under State law; and (d) insolvency, bankruptcy, or discharge in bankruptcy of PEO or Worksite Employer does not relieve PEO, Worksite Employer, or their respective workers' compensation insurers from payment of compensation for disability or death sustained by an employee during the life of a workers' compensation insurance policy.

g. Texas

- i. Worksite Employer is solely obligated pay any wages for which (a) obligation to pay is created by an agreement, contract, plan, or policy between Worksite Employer and PEO; or (b) PEO has not contracted to pay.
- ii. Worksite Employee understands that any questions, issues, or complaints regarding his or her co-employment, professional employer organizations generally, or PEO specifically, may be brought to either PEO's or the Company's attention at any time. Worksite Employee further understands that any unresolved complaints concerning PEO or questions concerning the regulation of professional employer organizations in Texas may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599, www.tdlr.state.tx.us.

3. Notwithstanding the above, PEO assumes no obligations beyond that which are required by law in order to provide PEO's services. To the extent consent to the PEO co-employment arrangement is required in the state where you work, your signature on the Worksite Employee Acknowledgment represents your consent.

4. In the event of any conflict between the Worksite Employee Acknowledgment and this Co-Employer Notice and Disclosure, this Co-Employer Notice and Disclosure shall control. Except as set forth herein, the Worksite Employee Acknowledgment is not modified by this Exhibit "A."

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Instructions for Form I-9, Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 08/31/2019

Anti-Discrimination Notice. It is illegal to discriminate against work-authorized individuals in hiring, firing, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers **CANNOT** specify which document(s) the employee may present to establish employment authorization and identity. The employer must allow the employee to choose the documents to be presented from the Lists of Acceptable Documents, found on the last page of Form I-9. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Immigrant and Employee Rights Section (IER) in the Department of Justice's Civil Rights Division at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TTY), or visit <https://www.justice.gov/crt/immigrant-and-employee-rights-section>.

What is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011.

General Instructions

Both employers and employees are responsible for completing their respective sections of Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors, as defined in section 3 of the Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470 (29 U.S.C. 1802). An "employee" is a person who performs labor or services in the United States for an employer in return for wages or other remuneration. The term "Employee" does not include those who do not receive any form of remuneration (volunteers), independent contractors or those engaged in certain casual domestic employment. Form I-9 has three sections. Employees complete Section 1. Employers complete Section 2 and, when applicable, Section 3. Employers may be fined if the form is not properly completed. See 8 USC § 1324a and 8 CFR § 274a.10. Individuals may be prosecuted for knowingly and willfully entering false information on the form. Employers are responsible for retaining completed forms. **Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).**

These instructions will assist you in properly completing Form I-9. The employer must ensure that all pages of the instructions and Lists of Acceptable Documents are available, either in print or electronically, to all employees completing this form. When completing the form on a computer, the English version of the form includes specific instructions for each field and drop-down lists for universally used abbreviations and acceptable documents. To access these instructions, move the cursor over each field or click on the question mark symbol (?) within the field. Employers and employees can also access this full set of instructions at any time by clicking the Instructions button at the top of each page when completing the form on a computer that is connected to the Internet.

Employers and employees may choose to complete any or all sections of the form on paper or using a computer, or a combination of both. Forms I-9 obtained from the USCIS website are not considered electronic Forms I-9 under DHS regulations and, therefore, cannot be electronically signed. Therefore, regardless of the method you used to enter information into each field, you must print a hard copy of the form, then sign and date the hard copy by hand where required.

Employers can obtain a blank copy of Form I-9 from the USCIS website at <https://www.uscis.gov/sites/default/files/files/form/i-9.pdf>. This form is in portable document format (.pdf) that is fillable and savable. That means that you may download it, or simply print out a blank copy to enter information by hand. You may also request paper Forms I-9 from USCIS.

Certain features of Form I-9 that allow for data entry on personal computers may make the form appear to be more than two pages. When using a computer, Form I-9 has been designed to print as two pages. Using more than one preparer and/or translator will add an additional page to the form, regardless of your method of completion. You are not required to print, retain or store the page containing the Lists of Acceptable Documents.

The form will also populate certain fields with N/A when certain user choices ensure that particular fields will not be completed. The Print button located at the top of each page that will print any number of pages the user selects. Also, the Start Over button located at the top of each page will clear all the fields on the form.

The Spanish version of Form I-9 does not include the additional instructions and drop-down lists described above. Employers in Puerto Rico may use either the Spanish or English version of the form. Employers outside of Puerto Rico must retain the English version of the form for their records, but may use the Spanish form as a translation tool. Additional guidance to complete the form may be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) and on USCIS' Form I-9 website, [I-9 Central](#).

Completing Section I: Employee Information and Attestation

You, the employee, must complete each field in Section I as described below. Newly hired employees must complete and sign Section I no later than the first day of employment. Section I should never be completed before you have accepted a job offer.

Entering Your Employee Information

Last Name (Family Name): Enter your full legal last name. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the Last Name field. *Examples of correctly entered last names include De La Cruz, O'Neill, Garcia Lopez, Smith-Johnson, Nguyen.* If you only have one name, enter it in this field, then enter "Unknown" in the First Name field. You may not enter "Unknown" in both the Last Name field and the First Name field.

First Name (Given Name): Enter your full legal first name. Your first name is your given name. *Some examples of correctly entered first names include Jessica, John-Paul, Tae Young, D'Shaun, Mai.* If you only have one name, enter it in the Last Name field, then enter "Unknown" in this field. You may not enter "Unknown" in both the First Name field and the Last Name field.

Middle Initial: Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any. If you have more than one middle name, enter the first letter of your first middle name. If you do not have a middle name, enter N/A in this field.

Other Last Names Used: Provide all other last names used, if any (e.g., maiden name). Enter N/A if you have not used other last names. For example, if you legally changed your last name from Smith to Jones, you should enter the name Smith in this field.

Address (Street Name and Number): Enter the street name and number of the current address of your residence. If you are a border commuter from Canada or Mexico, you may enter your Canada or Mexico address in this field. If your residence does not have a physical address, enter a description of the location of your residence, such as "3 miles southwest of Anytown post office near water tower."

Apartment: Enter the number(s) or letter(s) that identify(ies) your apartment. If you do not live in an apartment, enter N/A.

City or Town: Enter your city, town or village in this field. If your residence is not located in a city, town or village, enter your county, township, reservation, etc., in this field. If you are a border commuter from Canada, enter your city and province in this field. If you are a border commuter from Mexico, enter your city and state in this field.

State: Enter the abbreviation of your state or territory in this field. If you are a border commuter from Canada or Mexico, enter your country abbreviation in this field.

ZIP Code: Enter your 5-digit ZIP code. If you are a border commuter from Canada or Mexico, enter your 5- or 6-digit postal code in this field.

Date of Birth: Enter your date of birth as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 1980 as 01/08/1980.

U.S. Social Security Number: Providing your 9-digit Social Security number is voluntary on Form I-9 unless your employer participates in E-Verify. If your employer participates in E-Verify and:

1. You have been issued a Social Security number, you must provide it in this field; or
2. You have applied for, but have not yet received a Social Security number, leave this field blank until you receive a Social Security number.

Employee's E-mail Address (Optional): Providing your e-mail address is optional on Form I-9, but the field cannot be left blank. To enter your e-mail address, use this format: name@site .domain. One reason Department of Homeland Security (DHS) may e-mail you is if your employer uses E-Verify and DHS learns of a potential mismatch between the information provided and the information in government records. This e-mail would contain information on how to begin to resolve the potential mismatch. You may use either your personal or work e-mail address in this field. Enter N/A if you do not enter your e-mail address.

Employee's Telephone Number (Optional): Providing your telephone number is optional on Form I-9, but the field cannot be left blank. If you enter your area code and telephone number, use this format: 000-000-0000. Enter N/A if you do not enter your telephone number.

Attesting to Your Citizenship or Immigration Status

You must select one box to attest to your citizenship or immigration status.

- 1. A citizen of the United States.**
- 2. A noncitizen national of the United States:** An individual born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.
- 3. A lawful permanent resident:** An individual who is not a U.S. citizen and who resides in the United States under legally recognized and lawfully recorded permanent residence as an immigrant. This term includes conditional residents. Asylees and refugees should not select this status, but should instead select "An Alien authorized to work" below.

If you select "lawful permanent resident," enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or USCIS Number in the space provided. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. At this time, the USCIS Number is the same as the A-Number without the "A" prefix.

- 4. An alien authorized to work:** An individual who is not a citizen or national of the United States, or a lawful permanent resident, but is authorized to work in the United States.

If you select this box, enter the date that your employment authorization expires, if any, in the space provided. In most cases, your employment authorization expiration date is found on the document(s) evidencing your employment authorization. Refugees, asylees and certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau, and other aliens whose employment authorization does not have an expiration date should enter N/A in the Expiration Date field. In some cases, such as if you have Temporary Protected Status, your employment authorization may have been automatically extended; in these cases, you should enter the expiration date of the automatic extension in this space.

Aliens authorized to work must enter one of the following to complete Section I:

1. Alien Registration Number (A-Number)/USCIS Number; or
2. Form I-94 Admission Number; or
3. Foreign Passport Number and the Country of Issuance

Your employer may not ask you to present the document from which you supplied this information.

Alien Registration Number/USCIS Number: Enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or your USCIS Number in this field. At this time, the USCIS Number is the same as your A-Number without the "A" prefix. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. If you do not provide an A-Number or USCIS Number, enter N/A in this field then enter either a Form I-94 Admission Number, or a Foreign Passport and Country of Issuance in the fields provided.

Form I-94 Admission Number: Enter your 11-digit I-94 Admission Number in this field. If you do not provide an I-94 Admission Number, enter N/A in this field, then enter either an Alien Registration Number/USCIS Number or a Foreign Passport Number and Country of Issuance in the fields provided.

Foreign Passport Number: Enter your Foreign Passport Number in this field. If you do not provide a Foreign Passport Number, enter N/A in this field, then enter either an Alien Number/USCIS Number or a I-94 Admission Number in the fields provided.

Country of Issuance: If you entered your Foreign Passport Number, enter your Foreign Passport's Country of Issuance. If you did not enter your Foreign Passport Number, enter N/A.

Signature of Employee: After completing Section 1, sign your name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing this form, you attest under penalty of perjury (28 U.S.C. § 1746) that the information you provided, along with the citizenship or immigration status you selected, and all information and documentation you provide to your employer, is complete, true and correct, and you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or using false documentation when completing this form. Further, falsely attesting to U.S. citizenship may subject employees to penalties, removal proceedings and may adversely affect an employee's ability to seek future immigration benefits. If you cannot sign your name, you may place a mark in this field to indicate your signature. Employees who use a preparer or translator to help them complete the form must still sign or place a mark in the Signature of Employee field on the printed form.

If you used a preparer, translator, and other individual to assist you in completing Form I-9:

- Both you and your preparer(s) and/or translator(s) must complete the appropriate areas of Section 1, and then sign Section 1. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to sign these fields. You and your preparer(s) and/or translator(s) also should review the instructions for **Completing the Preparer and/or Translator Certification** below.
- If the employee is a minor (individual under 18) who cannot present an identity document, the employee's parent or legal guardian can complete Section 1 for the employee and enter "minor under age 18" in the signature field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The minor's parent or legal guardian should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on completion of Form I-9 for minors. If the minor's employer participates in E-Verify, the employee must present a list B identity document with a photograph to complete Form I-9.
- If the employee is a person with a disability (who is placed in employment by a nonprofit organization, association or as part of a rehabilitation program) who cannot present an identity document, the employee's parent, legal guardian or a representative of the nonprofit organization, association or rehabilitation program can complete Section 1 for the employee and enter "Special Placement" in this field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The parent, legal guardian or representative of the nonprofit organization, association or rehabilitation program completing Section 1 for the employee should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on completion of Form I-9 for certain employees with disabilities.

Today's Date: Enter the date you signed Section 1 in this field. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014. A preparer or translator who assists the employee in completing Section 1 may enter the date the employee signed or made a mark to sign Section 1 in this field. Parents or legal guardians assisting minors (individuals under age 18) and parents, legal guardians or representatives of a nonprofit organization, association or rehabilitation program assisting certain employees with disabilities must enter the date they completed Section 1 for the employee.

Completing the Preparer and/or Translator Certification

If you did not use a preparer or translator to assist you in completing Section 1, you, the employee, must check the box marked **I did not use a Preparer or Translator**. If you check this box, leave the rest of the fields in this area blank.

If one or more preparers and/or translators assist the employee in completing the form using a computer, the preparer and/or translator must check the box marked "**A preparer(s) and/or translator(s) assisted the employee in completing Section 1**", then select the number of Certification areas needed from the dropdown provided. Any additional Certification areas generated will result in an additional page. [Form I-9 Supplement](#), Section 1 Preparer and/or Translator Certification can be separately downloaded from the USCIS Form I-9 webpage, which provides additional Certification areas for those completing Form I-9 using a computer who need more Certification areas than the 5 provided or those who are completing Form I-9 on paper. The first preparer and/or translator must complete all the fields in the Certification area on the same page the employee has signed. There is no limit to the number of preparers and/or translators an employee can use, but each additional preparer and/or translator must complete and sign a separate Certification area. Ensure the employee's last name, first name and middle initial are entered at the top of any additional pages. The employer must ensure that any additional pages are retained with the employee's completed Form I-9.

Signature of Preparer or Translator: Any person who helped to prepare or translate Section 1 of Form I-9 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. The Preparer and/or Translator Certification must also be completed if “Individual under Age 18” or “Special Placement” is entered in lieu of the employee’s signature in Section 1.

Today's Date: The person who signs the Preparer and/or Translator Certification must enter the date he or she signs in this field on the printed form. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Last Name (Family Name): Enter the full legal last name of the person who helped the employee in preparing or translating Section 1 in this field. The last name is also the family name or surname. If the preparer or translator has two last names or a hyphenated last name, include both names in this field.

First Name (Given Name): Enter the full legal first name of the person who helped the employee in preparing or translating Section 1 in this field. The first name is also the given name.

Address (Street Name and Number): Enter the street name and number of the current address of the residence of the person who helped the employee in preparing or translating Section 1 in this field. Addresses for residences in Canada or Mexico may be entered in this field. If the residence does not have a physical address, enter a description of the location of the residence, such as “3 miles southwest of Anytown post office near water tower.” If the residence is an apartment, enter the apartment number in this field.

City or Town: Enter the city, town or village of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the residence is not located in a city, town or village, enter the name of the county, township, reservation, etc., in this field. If the residence is in Canada, enter the city and province in this field. If the residence is in Mexico, enter the city and state in this field.

State: Enter the abbreviation of the state, territory or country of the preparer or translator’s residence in this field.

ZIP Code: Enter the 5-digit ZIP code of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the preparer or translator's residence is in Canada or Mexico, enter the 5- or 6-digit postal code.

Presenting Form I-9 Documents

Within 3 business days of starting work for pay, you must present to your employer documentation that establishes your identity and employment authorization. For example, if you begin employment on Monday, you must present documentation on or before Thursday of that week. However, if you were hired to work for less than 3 business days, you must present documentation no later than the first day of employment.

Choose which unexpired document(s) to present to your employer from the Lists of Acceptable Documents. An employer cannot specify which document(s) you may present from the Lists of Acceptable Documents. You may present either one selection from List A or a combination of one selection from List B and one selection from List C. Some List A documents, which show both identity and employment authorization, are combination documents that must be presented together to be considered a List A document: for example, the foreign passport together with a Form I-94 containing an endorsement of the alien’s nonimmigrant status and employment authorization with a specific employer incident to such status. List B documents show identity only and List C documents show employment authorization only. If your employer participates in E-Verify and you present a List B document, the document must contain a photograph. If you present acceptable List A documentation, you should not be asked to present, nor should you provide, List B and List C documentation. If you present acceptable List B and List C documentation, you should not be asked to present, nor should you provide, List A documentation. If you are unable to present a document(s) from these lists, you may be able to present an acceptable receipt. Refer to the Receipts section below.

Your employer must review the document(s) you present to complete Form I-9. If your document(s) reasonably appears to be genuine and to relate to you, your employer must accept the documents. If your document(s) does not reasonably appear to be genuine or to relate to you, your employer must reject it and provide you with an opportunity to present other documents from the Lists of Acceptable Documents. Your employer may choose to make copies of your document(s), but must return the original(s) to you. Your employer must review your documents in your physical presence.

Your employer will complete the other parts of this form, as well as review your entries in Section 1. Your employer may ask you to correct any errors found. Your employer is responsible for ensuring all parts of Form I-9 are properly completed and is subject to penalties under federal law if the form is not completed correctly.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on minors and certain individuals with disabilities.

Receipts

If you do not have unexpired documentation from the Lists of Acceptable Documents, you may be able to present a receipt(s) in lieu of an acceptable document(s). New employees who choose to present a receipt(s) must do so within three business days of their first day of employment. If your employer is reverifying your employment authorization, and you choose to present a receipt for reverification, you must present the receipt by the date your employment authorization expires. Receipts are not acceptable if employment lasts fewer than three business days.

There are three types of acceptable receipts:

1. A receipt showing that you have applied to replace a document that was lost, stolen or damaged. You must present the actual document within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.
2. The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual. You must present the actual Permanent Resident Card (Form I-551) by the expiration date of the temporary I-551 stamp, or, if there is no expiration date, within 1 year from the date of admission.
3. The departure portion of Form I-94/I-94A with a refugee admission stamp. You must present an unexpired Employment Authorization Document (Form I-766) or a combination of a List B document and an unrestricted Social Security Card within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.

Receipts showing that you have applied for an initial grant of employment authorization, or for renewal of your expiring or expired employment authorization, are not acceptable.

Completing Section 2: Employer or Authorized Representative Review and Verification

You, the employer, must ensure that all parts of Form I-9 are properly completed and may be subject to penalties under federal law if the form is not completed correctly. Section 1 must be completed no later than the employee's first day of employment. You may not ask an individual to complete Section 1 before he or she has accepted a job offer. Before completing Section 2, you should review Section 1 to ensure the employee completed it properly. If you find any errors in Section 1, have the employee make corrections, as necessary and initial and date any corrections made.

You or your authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee's first day of employment. For example, if an employee begins employment on Monday, you must review the employee's documentation and complete Section 2 on or before Thursday of that week. However, if you hire an individual for less than 3 business days, Section 2 must be completed no later than the first day of employment.

Entering Employee Information from Section 1

This area, titled, "Employee Info from Section 1" contains fields to enter the employee's last name, first name, middle initial exactly as he or she entered them in Section 1. This area also includes a Citizenship/Immigration Status field to enter the number of the citizenship or immigration status checkbox the employee selected in Section 1. These fields help to ensure that the two pages of an employee's Form I-9 remain together. When completing Section 2 using a computer, the number entered in the Citizenship/Immigration Status field provides drop-downs that directly relate to the employee's selected citizenship or immigration status.

Entering Documents the Employee Presents

You, the employer or authorized representative, must physically examine, in the employee's physical presence, the unexpired document(s) the employee presents from the Lists of Acceptable Documents to complete the Document fields in Section 2.

You cannot specify which document(s) an employee may present from these lists. If you discriminate in the Form I-9 process based on an individual's citizenship status, immigration status, or national origin, you may be in violation of the law and subject to sanctions such as civil penalties and be required to pay back pay to discrimination victims. A document is acceptable as long as it reasonably appears to be genuine and to relate to the person presenting it. Employees must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A documents show both identity and employment authorization. Some List A documents are combination documents that must be presented together to be considered a List A document, such as a foreign passport together with a Form I-94 containing an endorsement of the alien's nonimmigrant status.

List B documents show identity only, and List C documents show employment authorization only. If an employee presents a List A document, do not ask or require the employee to present List B and List C documents, and vice versa. If an employer participates in E-Verify and the employee presents a List B document, the List B document must include a photograph.

If an employee presents a receipt for the application to replace a lost, stolen or damaged document, the employee must present the replacement document to you within 90 days of the first day of work for pay, or in the case of reverification, within 90 days of the date the employee's employment authorization expired. Enter the word "Receipt" followed by the title of the receipt in Section 2 under the list that relates to the receipt.

When your employee presents the replacement document, draw a line through the receipt, then enter the information from the new document into Section 2. Other receipts may be valid for longer or shorter periods, such as the arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual, which is valid until the expiration date of the temporary I-551 stamp or, if there is no expiration date, valid for one year from the date of admission.

Ensure that each document is an unexpired, original (no photocopies, except for certified copies of birth certificates) document. Certain employees may present an expired employment authorization document, which may be considered unexpired, if the employee's employment authorization has been extended by regulation or a Federal Register Notice. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) or I-9 Central for more guidance on these special situations.

Refer to the M-274 for guidance on how to handle special situations, such as students (who may present additional documents not specified on the Lists) and H-1B and H-2A nonimmigrants changing employers.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the M-274 for more guidance on minors and certain persons with disabilities. If the minor's employer participates in E-Verify, the minor employee also must present a List B identity document with a photograph to complete Form I-9.

You must return original document(s) to the employee, but may make photocopies of the document(s) reviewed. Photocopying documents is voluntary unless you participate in E-Verify. E-Verify employers are only required to photocopy certain documents. If you are an E-Verify employer who chooses to photocopy documents other than those you are required to photocopy, you should apply this policy consistently with respect to Form I-9 completion for all employees. For more information on the types of documents that an employer must photocopy if the employer uses E-Verify, visit E-Verify's website at www.dhs.gov/e-verify. For non-E-Verify employers, if photocopies are made, they should be made consistently for ALL new hires and reverified employees.

Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or another federal government agency. You must always complete Section 2 by reviewing original documentation, even if you photocopy an employee's document(s) after reviewing the documentation. Making photocopies of an employee's document(s) cannot take the place of completing Form I-9. You are still responsible for completing and retaining Form I-9.

List A - Identity and Employment Authorization: If the employee presented an acceptable document(s) from List A or an acceptable receipt for a List A document, enter the document(s) information in this column. If the employee presented a List A document that consists of a combination of documents, enter information from each document in that combination in a separate area under List A as described below. All documents must be unexpired. If you enter document information in the List A column, you should not enter document information in the List B or List C columns. If you complete Section 2 using a computer, a selection in List A will fill all the fields in the Lists B and C columns with N/A.

Document Title: If the employee presented a document from List A, enter the title of the List A document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviation to enter the document title or issuing authority. If the employee presented a combination of documents, use the second and third Document Title fields as necessary.

Full name of List A Document	Abbreviations
U.S. Passport	U.S. Passport
U.S. Passport Card	U.S. Passport Card
Permanent Resident Card (Form I-551)	Perm. Resident Card (Form I-551)
Alien Registration Receipt Card (Form I-551)	Alien Reg. Receipt Card (Form I-551)
Foreign passport containing a temporary I-551 stamp	1. Foreign Passport 2. Temporary I-551 Stamp
Foreign passport containing a temporary I-551 printed notation on a machine-readable immigrant visa (MRIV)	1. Foreign Passport 2. Machine-readable immigrant visa (MRIV)
Employment Authorization Document (Form I-766)	Employment Auth. Document (Form I-766)
For a nonimmigrant alien authorized to work for a specific employer because of his or her status, a foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status	1. Foreign Passport, work-authorized non-immigrant 2. Form I-94/I-94A 3. "Form I-20" or "Form DS-2019" Note: In limited circumstances, certain J-1 students may be required to present a letter from their Responsible Officer in order to work. Enter the document title, issuing authority, document number and expiration date from this document in the Additional Information field.
Passport from the Federated States of Micronesia (FSM) with Form I-94/I-94A	1. FSM Passport with Form I-94 2. Form I-94/I-94A
Passport from the Republic of the Marshall Islands (RMI) with Form I-94/I-94A	1. RMI Passport with Form I-94 2. Form I-94/I-94A
Receipt: The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and photograph	Receipt: Form I-94/I-94A w/I-551 stamp, photo
Receipt: The departure portion of Form I-94/I-94A with an unexpired refugee admission stamp	Receipt: Form I-94/I-94A w/refugee stamp
Receipt for an application to replace a lost, stolen or damaged Permanent Resident Card (Form I-551)	Receipt replacement Perm. Res. Card (Form I-551)
Receipt for an application to replace a lost, stolen or damaged Employment Authorization Document (Form I-766)	Receipt replacement EAD (Form I-766)
Receipt for an application to replace a lost, stolen or damaged foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status	1. Receipt: Replacement Foreign Passport, work-authorized nonimmigrant 2. Receipt: Replacement Form I-94/I-94A 3. Form I-20 or Form DS-2019 (if presented)
Receipt for an application to replace a lost, stolen or damaged passport from the Federated States of Micronesia with Form I-94/I-94A	1. Receipt: Replacement FSM Passport with Form I-94 2. Receipt: Replacement Form I-94/I-94A
Receipt for an application to replace a lost, stolen or damaged passport from the Republic of the Marshall Islands with Form I-94/I-94A	1. Receipt: Replacement RMI Passport with Form I-94 2. Receipt: Replacement Form I-94/I-94A

Issuing Authority: Enter the issuing authority of the List A document or receipt. The issuing authority is the specific entity that issued the document. If the employee presented a combination of documents, use the second and third Issuing Authority fields as necessary.

Document Number: Enter the document number, if any, of the List A document or receipt presented. If the document does not contain a number, enter N/A in this field. If the employee presented a combination of documents, use the second and third Document Number fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the Student and Exchange Visitor Information System (SEVIS) number in the third Document Number field exactly as it appears on the Form I-20 or the DS-2019.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List A document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. If the document uses text rather than a date to indicate when it expires, enter the text as shown on the document, such as “D/S”(which means, “duration of status”). For a receipt, enter the expiration date of the receipt validity period as described above. If the employee presented a combination of documents, use the second and third Expiration Date fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the program end date here.

List B - Identity: If the employee presented an acceptable document from List B or an acceptable receipt for the application to replace a lost, stolen, or destroyed List B document, enter the document information in this column. If a parent or legal guardian attested to the identity of an employee who is an [individual under age 18](#) or certain [employees with disabilities](#) in Section 1, enter either "Individual under age 18" or "Special Placement" in this field. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on individuals under age 18 and certain person with disabilities.

If you enter document information in the List B column, you must also enter document information in the List C column. If an employee presents acceptable List B and List C documents, do not ask the employees to present a List A document. No entries should be made in the List A column. If you complete Section 2 using a computer, a selection in List B will fill all the fields in the List A column with N/A.

Document Title: If the employee presented a document from List B, enter the title of the List B document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority.

Full name of List B Document	Abbreviations
Driver's license issued by a State or outlying possession of the United States	Driver's license issued by state/territory
ID card issued by a State or outlying possession of the United States	ID card issued by state/territory
ID card issued by federal, state, or local government agencies or entities	Government ID
School ID card with photograph	School ID
Voter's registration card	Voter registration card
U.S. Military card	U.S. Military card
U.S. Military draft record	U.S. Military draft record
Military dependent's ID card	Military dependent's ID card
U.S. Coast Guard Merchant Mariner Card	USCG Merchant Mariner card
Native American tribal document	Native American tribal document
Driver's license issued by a Canadian government authority	Canadian driver's license
School record (for persons under age 18 who are unable to present a document listed above)	School record (under age 18)
Report card (for persons under age 18 who are unable to present a document listed above)	Report card (under age 18)
Clinic record (for persons under age 18 who are unable to present a document listed above)	Clinic record (under age 18)
Doctor record (for persons under age 18 who are unable to present a document listed above)	Doctor record (under age 18)
Hospital record (for persons under age 18 who are unable to present a document listed above)	Hospital record (under age 18)
Day-care record (for persons under age 18 who are unable to present a document listed above)	Day-care record (under age 18)
Nursery school record (for persons under age 18 who are unable to present a document listed above)	Nursery school record (under age 18)

Full name of List B Document	Abbreviations
Individual under age 18 endorsement by parent or guardian	Individual under Age 18
Special placement endorsement for persons with disabilities	Special Placement
Receipt for the application to replace a lost, stolen or damaged Driver's License issued by a State or outlying possession of the United States	Receipt: Replacement driver's license
Receipt for the application to replace a lost, stolen or damaged ID card issued by a State or outlying possession of the United States	Receipt: Replacement ID card
Receipt for the application to replace a lost, stolen or damaged ID card issued by federal, state, or local government agencies or entities	Receipt: Replacement Gov't ID
Receipt for the application to replace a lost, stolen or damaged School ID card with photograph	Receipt: Replacement School ID
Receipt for the application to replace a lost, stolen or damaged Voter's registration card	Receipt: Replacement Voter reg. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military card	Receipt: Replacement U.S. Military card
Receipt for the application to replace a lost, stolen or damaged Military dependent's ID card	Receipt: Replacement U.S. Military dep. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military draft record	Receipt: Replacement Military draft record
Receipt for the application to replace a lost, stolen or damaged U.S. Coast Guard Merchant Mariner Card	Receipt: Replacement Merchant Mariner card
Receipt for the application to replace a lost, stolen or damaged Driver's license issued by a Canadian government authority	Receipt: Replacement Canadian DL
Receipt for the application to replace a lost, stolen or damaged Native American tribal document	Receipt: Replacement Native American tribal doc
Receipt for the application to replace a lost, stolen or damaged School record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement School record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Report card (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Report card (under age 18)
Receipt for the application to replace a lost, stolen or damaged Clinic record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Clinic record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Doctor record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Doctor record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Hospital record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Hospital record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Day-care record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Day-care record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Nursery school record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Nursery school record (under age 18)

Issuing Authority: Enter the issuing authority of the List B document or receipt. The issuing authority is the entity that issued the document. If the employee presented a document that is issued by a state agency, include the state as part of the issuing authority.

Document Number: Enter the document number, if any, of the List B document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List B document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

List C - Employment Authorization: If the employee presented an acceptable document from List C, or an acceptable receipt for the application to replace a lost, stolen, or destroyed List C document, enter the document information in this column. If you enter document information in the List C column, you must also enter document information in the List B column. If an employee presents acceptable List B and List C documents, do not ask the employee to present a list A document. No entries should be made in the List A column.

Document Title: If the employee presented a document from List C, enter the title of the List C document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority. If you are completing the form on a computer, and you select an Employment authorization document issued by DHS, the field will populate with List C #7 and provide a space for you to enter a description of the documentation the employee presented. Refer to the M-274 for guidance on entering List C #7 documentation.

Full name of List C Document	Abbreviations
Social Security Account Number card without restrictions	(Unrestricted) Social Security Card
Certification of Birth Abroad (Form FS-545)	Form FS-545
Certification of Report of Birth (Form DS-1350)	Form DS-1350
Consular Report of Birth Abroad (Form FS-240)	Form FS-240
Original or certified copy of a U.S. birth certificate bearing an official seal	Birth Certificate
Native American tribal document	Native American tribal document
U.S. Citizen ID Card (Form I-197)	Form I-197
Identification Card for use of Resident Citizen in the United States (Form I-179)	Form I-179
Employment authorization document issued by DHS (List C #7)	Employment Auth. document (DHS) List C #7
Receipt for the application to replace a lost, stolen or damaged Social Security Account Number Card without restrictions	Receipt: Replacement Unrestricted SS Card
Receipt for the application to replace a lost, stolen or damaged Original or certified copy of a U.S. birth certificate bearing an official seal	Receipt: Replacement Birth Certificate
Receipt for the application to replace a lost, stolen or damaged Native American Tribal Document	Receipt: Replacement Native American Tribal Doc.
Receipt for the application to replace a lost, stolen or damaged Employment Authorization Document issued by DHS	Receipt: Replacement Employment Auth. Doc. (DHS)

Issuing Authority: Enter the issuing authority of the List C document or receipt. The issuing authority is the entity that issued the document.

Document Number: Enter the document number, if any, of the List C document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the List C document. The document is not acceptable if it has already expired, unless USCIS has extended the expiration date on the document. For instance, if a conditional resident presents a Form I-797 extending his or her conditional resident status with the employee's expired Form I-551, enter the future expiration date as indicated on the Form I-797. If the document has no expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

Additional Information: Use this space to notate any additional information required for Form I-9 such as:

- Employment authorization extensions for Temporary Protected Status beneficiaries, F-1 OPT STEM students, CAP-GAP, H-1B and H-2A employees continuing employment with the same employer or changing employers, and other nonimmigrant categories that may receive extensions of stay
- Additional document(s) that certain nonimmigrant employees may present
- Discrepancies that E-Verify employers must notate when participating in the IMAGE program
- Employee termination dates and form retention dates
- E-Verify case number, which may also be entered in the margin or attached as a separate sheet per E-Verify requirements and your chosen business process.
- Any other comments or notations necessary for the employer's business process

You may leave this field blank if the employee's circumstances do not require additional notations.

Entering Information in the Employer Certification

Employee's First Day of Employment: Enter the employee's first day of employment as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy).

Signature of Employer or Authorized Representative: Review the form for accuracy and completeness. The person who physically examines the employee's original document(s) and completes Section 2 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing Section 2, you attest under penalty of perjury (28 U.S.C. § 1746) that you have physically examined the documents presented by the employee, the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 2 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

Today's Date: The person who signs Section 2 must enter the date he or she signed Section 2 in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print the form to write the date in this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Title of Employer or Authorized Representative: Enter the title, position or role of the person who physically examines the employee's original document(s), completes and signs Section 2.

Last Name of the Employer or Authorized Representative: Enter the full legal last name of the person who physically examines the employee's original documents, completes and signs Section 2. Last name refers to family name or surname. If the person has two last names or a hyphenated last name, include both names in this field.

First Name of the Employer or Authorized Representative: Enter the full legal first name of the person who physically examines the employee's original documents, completes, and signs Section 2. First name refers to the given name.

Employer's Business or Organization Name: Enter the name of the employer's business or organization in this field.

Employer's Business or Organization Address (Street Name and Number): Enter an actual, physical address of the employer. If your company has multiple locations, use the most appropriate address that identifies the location of the employer. Do not provide a P.O. Box address.

City or Town: Enter the city or town for the employer's business or organization address. If the location is not a city or town, you may enter the name of the village, county, township, reservation, etc. that applies.

State: Enter the two-character abbreviation of the state for the employer's business or organization address.

ZIP Code: Enter the 5-digit ZIP code for the employer's business or organization address.

Completing Section 3: Reverification and Rehires

Section 3 applies to both reverification and rehires. When completing this section, you must also complete the Last Name, First Name and Middle Initial fields in the Employee Info from Section 1 area at the top of Section 2, leaving the Citizenship/Immigration Status field blank. When completing Section 3 in either a reverification or rehire situation, if the employee's name has changed, record the new name in Block A.

Reverification

Reverification in Section 3 must be completed prior to the earlier of:

- The expiration date, if any, of the employment authorization stated in Section 1, or
- The expiration date, if any, of the List A or List C employment authorization document recorded in Section 2 (with some exceptions listed below).

Some employees may have entered "N/A" in the expiration date field in Section 1 if they are aliens whose employment authorization does not expire, e.g. asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau. Reverification does not apply for such employees unless they choose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

You should not reverify U.S. citizens and noncitizen nationals, or lawful permanent residents (including conditional residents) who presented a Permanent Resident Card (Form I-551). Reverification does not apply to List B documents.

For reverification, an employee must present an unexpired document(s) (or a receipt) from either List A or List C showing he or she is still authorized to work. You CANNOT require the employee to present a particular document from List A or List C. The employee is also not required to show the same type of document that he or she presented previously. See specific instructions on how to complete Section 3 below.

Rehires

If you rehire an employee within three years from the date that the Form I-9 was previously executed, you may either rely on the employee's previously executed Form I-9 or complete a new Form I-9.

If you choose to rely on a previously completed Form I-9, follow these guidelines.

- If the employee remains employment authorized as indicated on the previously executed Form I-9, the employee does not need to provide any additional documentation. Provide in Section 3 the employee's rehire date, any name changes if applicable, and sign and date the form.
- If the previously executed Form I-9 indicates that the employee's employment authorization from Section 1 or employment authorization documentation from Section 2 that is subject to reverification has expired, then reverification of employment authorization is required in Section 3 in addition to providing the rehire date. If the previously executed Form I-9 is not the current version of the form, you must complete Section 3 on the current version of the form.
- If you already used Section 3 of the employee's previously executed Form I-9, but are rehiring the employee within three years of the original execution of Form I-9, you may complete Section 3 on a new Form I-9 and attach it to the previously executed form.

Employees rehired after three years of original execution of the Form I-9 must complete a new Form I-9.

Complete each block in Section 3 as follows:

Block A - New Name: If an employee who is being reverified or rehired has also changed his or her name since originally completing Section 1 of this form, complete this block with the employee's new name. Enter only the part of the name that has changed, for example: if the employee changed only his or her last name, enter the last name in the Last Name field in this Block, then enter N/A in the First Name and Middle Initial fields. If the employee has not changed his or her name, enter N/A in each field of Block A.

Block B - Date of Rehire: Complete this block if you are rehiring an employee within three years of the date Form I-9 was originally executed. Enter the date of rehire in this field. Enter N/A in this field if the employee is not being rehired.

Block C - Complete this block if you are reverifying expiring or expired employment authorization or employment authorization documentation of a current or rehired employee. Enter the information from the List A or List C document(s) (or receipt) that the employee presented to reverify his or her employment authorization. All documents must be unexpired.

Document Title: Enter the title of the List A or C document (or receipt) the employee has presented to show continuing employment authorization in this field.

Document Number: Enter the document number, if any, of the document you entered in the Document Title field exactly as it appears on the document. Enter N/A if the document does not have a number.

Expiration Date (if any) (mm/dd/yyyy): Enter the expiration date, if any, of the document you entered in the Document Title field as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). If the document does not contain an expiration date, enter N/A in this field.

Signature of Employer or Authorized Representative: The person who completes Section 3 must sign in this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to sign your name in this field. By signing Section 3, you attest under penalty of perjury (28 U.S.C. §1746) that you have examined the documents presented by the employee, that the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 3 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

Today's Date: The person who completes Section 3 must enter the date Section 3 was completed and signed in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to enter the date in this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

Name of Employer or Authorized Representative: The person who completed, signed and dated Section 3 must enter his or her name in this field.

What is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the "USCIS Privacy Act Statement" below.

USCIS Forms and Information

For additional guidance about Form I-9, employers and employees should refer to the *Handbook for Employers: Guidance for Completing Form I-9 (M-274)* or USCIS' Form I-9 website at <https://www.uscis.gov/i-9-central>.

You can also obtain information about Form I-9 by e-mailing USCIS at I-9Central@dhs.gov, or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

You may download and obtain the English and Spanish versions of Form I-9, the *Handbook for Employers*, or the instructions to Form I-9 from the USCIS website at <https://www.uscis.gov/i-9>. To complete Form I-9 on a computer, you will need the latest version of Adobe Reader, which can be downloaded for free at <http://get.adobe.com/reader>. You may order USCIS forms by calling our toll-free number at 1-800-870-3676. You may also obtain forms and information by contacting the USCIS National Customer Service Center at 1-800-375-5283 or 1-800-767-1833 (TTY).

Information about E-Verify, a fast, free, internet-based system that allows businesses to determine the eligibility of their employees to work in the United States, can be obtained from the USCIS website at <http://www.uscis.gov/e-verify>, by e-mailing USCIS at E-Verify@dhs.gov or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

Employees with questions about Form I-9 and/or E-Verify can reach the USCIS employee hotline by calling 1-888-897-7781 or 1-877-875-6028 (TTY).

Photocopying Blank and Completed Forms I-9 and Retaining Completed Forms I-9

Employers may photocopy or print blank Forms I-9 for future use. All pages of the instructions and Lists of Acceptable Documents must be available, either in print or electronically, to all employees completing this form. Employers must retain each employee's completed Form I-9 for as long as the individual works for the employer and for a specified period after employment has ended. Employers are required to retain the pages of the form on which the employee and employer entered data. If copies of documentation presented by the employee are made, those copies must also be retained. Once the individual's employment ends, the employer must retain this form and attachments for either 3 years after the date of hire (i.e., first day of work for pay) or 1 year after the date employment ended, whichever is later. In the case of recruiters or referrers for a fee (only applicable to those that are agricultural associations, agricultural employers, or farm labor contractors), the retention period is 3 years after the date of hire (i.e., first day of work for pay).

Forms I-9 obtained from the USCIS website that are not printed and signed manually (by hand) are not considered complete. In the event of an inspection, retaining incomplete forms may make you subject to fines and penalties associated with incomplete forms.

Employers should ensure that information employees provide on Form I-9 is used only for Form I-9 purposes. Completed Forms I-9 and all accompanying documents should be stored in a safe, secure location.

Form I-9 may be generated, signed, and retained electronically, in compliance with Department of Homeland Security regulations at 8 CFR 274a.2.

USCIS Privacy Act Statement

AUTHORITIES: The authority for collecting this information is the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC § 1324a).

PURPOSE: This information is collected by employers to comply with the requirements of the Immigration Reform and Control Act of 1986. This law requires that employers verify the identity and employment authorization of individuals they hire for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

DISCLOSURE: Providing the information collected by this form is voluntary. However an employer should not continue to employ an individual without a completed form. Failure of the employer to prepare and/or ensure proper completion of this form for each employee hired in the United States after November 6, 1986 or in the Commonwealth of the Mariana Islands after November 27, 2011, may subject the employer to civil and/or criminal penalties. In addition, employing individuals knowing that they are unauthorized to work in the United States may subject the employer to civil and/or criminal penalties.

ROUTINE USES: This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The employer must retain this form for the required period and make it available for inspection by authorized officials of the Department of Homeland Security, Department of Labor and the Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section.

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 35 minutes per response, when completing the form manually, and 26 minutes per response when using a computer to aid in completion of the form, including the time for reviewing instructions and completing and retaining the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Coordination Division, Office of Policy and Strategy, 20 Massachusetts Avenue NW, Washington, DC 20529-2140; OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**

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Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number □□□□ - □□ - □□□□		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____ OR 2. Form I-94 Admission Number: _____ OR 3. Foreign Passport Number: _____ Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date (mm/dd/yyyy)
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Preparer and/or Translator Certification (check one):
 I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page



LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.



Employment Eligibility Verification
Department of Homeland Security
 U.S. Citizenship and Immigration Services

USCIS
Form I-9
 OMB No. 1615-0047
 Expires 08/31/2019

Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

Employee Info from Section 1	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
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List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)		Expiration Date (if any)(mm/dd/yyyy)
Document Title		Additional Information		QR Code - Sections 2 & 3 Do Not Write In This Space
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any)(mm/dd/yyyy)				

Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions)**

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative	First Name of Employer or Authorized Representative		Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	ZIP Code

Section 3. Reverification and Rehires *(To be completed and signed by employer or authorized representative.)*

A. New Name (if applicable)			B. Date of Rehire (if applicable)	
Last Name (Family Name)	First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)	

C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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Form W-4 (2019)

Future developments. For the latest information about any future developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. You may claim exemption from withholding for 2019 if **both** of the following apply.

- For 2018 you had a right to a refund of **all** federal income tax withheld because you had **no** tax liability, **and**
- For 2019 you expect a refund of **all** federal income tax withheld because you expect to have **no** tax liability.

If you're exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2019 expires February 17, 2020. See Pub. 505, Tax Withholding and Estimated Tax, to learn more about whether you qualify for exemption from withholding.

General Instructions

If you aren't exempt, follow the rest of these instructions to determine the number of withholding allowances you should claim for withholding for 2019 and any additional amount of tax to have withheld. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

You can also use the calculator at www.irs.gov/W4App to determine your tax withholding more accurately. Consider

using this calculator if you have a more complicated tax situation, such as if you have a working spouse, more than one job, or a large amount of nonwage income not subject to withholding outside of your job. After your Form W-4 takes effect, you can also use this calculator to see how the amount of tax you're having withheld compares to your projected total tax for 2019. If you use the calculator, you don't need to complete any of the worksheets for Form W-4.

Note that if you have too much tax withheld, you will receive a refund when you file your tax return. If you have too little tax withheld, you will owe tax when you file your tax return, and you might owe a penalty.

Filers with multiple jobs or working spouses. If you have more than one job at a time, or if you're married filing jointly and your spouse is also working, read all of the instructions including the instructions for the Two-Earners/Multiple Jobs Worksheet before beginning.

Nonwage income. If you have a large amount of nonwage income not subject to withholding, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you might owe additional tax. Or, you can use the Deductions, Adjustments, and Additional Income Worksheet on page 3 or the calculator at www.irs.gov/W4App to make sure you have enough tax withheld from your paycheck. If you have pension or annuity income, see Pub. 505 or use the calculator at www.irs.gov/W4App to find out if you should adjust your withholding on Form W-4 or W-4P.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Personal Allowances Worksheet

Complete this worksheet on page 3 first to determine the number of withholding allowances to claim.

Line C. Head of household please note: Generally, you may claim head of household filing status on your tax return only if you're unmarried and pay more than 50% of the costs of keeping up a home for yourself and a qualifying individual. See Pub. 501 for more information about filing status.

Line E. Child tax credit. When you file your tax return, you may be eligible to claim a child tax credit for each of your eligible children. To qualify, the child must be under age 17 as of December 31, must be your dependent who lives with you for more than half the year, and must have a valid social security number. To learn more about this credit, see Pub. 972, Child Tax Credit. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line E of the worksheet. On the worksheet you will be asked about your total income. For this purpose, total income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

Line F. Credit for other dependents. When you file your tax return, you may be eligible to claim a credit for other dependents for whom a child tax credit can't be claimed, such as a qualifying child who doesn't meet the age or social security number requirement for the child tax credit, or a qualifying relative. To learn more about this credit, see Pub. 972. To reduce the tax withheld from your pay by taking this credit into account, follow the instructions on line F of the worksheet. On the worksheet, you will be asked about your total income. For this purpose, total

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Employee's Withholding Allowance Certificate</h2> <p style="font-size: small; margin: 5px 0;">▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 2019
1 Your first name and middle initial _____ Last name _____		2 Your social security number _____
Home address (number and street or rural route) _____		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."
City or town, state, and ZIP code _____		4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. <input type="checkbox"/>
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)		5 _____
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____
7 I claim exemption from withholding for 2019, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶		7 _____
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ▶ _____		Date ▶ _____
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.) _____		9 First date of employment _____
		10 Employer identification number (EIN) _____

income includes all of your wages and other income, including income earned by a spouse if you are filing a joint return.

Line G. Other credits. You may be able to reduce the tax withheld from your paycheck if you expect to claim other tax credits, such as tax credits for education (see Pub. 970). If you do so, your paycheck will be larger, but the amount of any refund that you receive when you file your tax return will be smaller. Follow the instructions for Worksheet 1-6 in Pub. 505 if you want to reduce your withholding to take these credits into account. Enter “-0-” on lines E and F if you use Worksheet 1-6.

Deductions, Adjustments, and Additional Income Worksheet

Complete this worksheet to determine if you’re able to reduce the tax withheld from your paycheck to account for your itemized deductions and other adjustments to income, such as IRA contributions. If you do so, your refund at the end of the year will be smaller, but your paycheck will be larger. You’re not required to complete this worksheet or reduce your withholding if you don’t wish to do so.

You can also use this worksheet to figure out how much to increase the tax withheld from your paycheck if you have a large amount of nonwage income not subject to withholding, such as interest or dividends.

Another option is to take these items into account and make your withholding more accurate by using the calculator at www.irs.gov/W4App. If you use the calculator, you don’t need to complete any of the worksheets for Form W-4.

Two-Earners/Multiple Jobs Worksheet

Complete this worksheet if you have more than one job at a time or are married filing jointly and have a working spouse. If you

don’t complete this worksheet, you might have too little tax withheld. If so, you will owe tax when you file your tax return and might be subject to a penalty.

Figure the total number of allowances you’re entitled to claim and any additional amount of tax to withhold on all jobs using worksheets from only one Form W-4. Claim all allowances on the W-4 that you or your spouse file for the highest paying job in your family and claim zero allowances on Forms W-4 filed for all other jobs. For example, if you earn \$60,000 per year and your spouse earns \$20,000, you should complete the worksheets to determine what to enter on lines 5 and 6 of your Form W-4, and your spouse should enter zero (“-0-”) on lines 5 and 6 of his or her Form W-4. See Pub. 505 for details.

Another option is to use the calculator at www.irs.gov/W4App to make your withholding more accurate.

Tip: If you have a working spouse and your incomes are similar, you can check the “Married, but withhold at higher Single rate” box instead of using this worksheet. If you choose this option, then each spouse should fill out the Personal Allowances Worksheet and check the “Married, but withhold at higher Single rate” box on Form W-4, but only one spouse should claim any allowances for credits or fill out the Deductions, Adjustments, and Additional Income Worksheet.

Instructions for Employer

Employees, do not complete box 8, 9, or 10. Your employer will complete these boxes if necessary.

New hire reporting. Employers are required by law to report new employees to a designated State Directory of New Hires. Employers may use Form W-4, boxes 8, 9,

and 10 to comply with the new hire reporting requirement for a newly hired employee. A newly hired employee is an employee who hasn’t previously been employed by the employer, or who was previously employed by the employer but has been separated from such prior employment for at least 60 consecutive days. Employers should contact the appropriate State Directory of New Hires to find out how to submit a copy of the completed Form W-4. For information and links to each designated State Directory of New Hires (including for U.S. territories), go to www.acf.hhs.gov/css/employers.

If an employer is sending a copy of Form W-4 to a designated State Directory of New Hires to comply with the new hire reporting requirement for a newly hired employee, complete boxes 8, 9, and 10 as follows.

Box 8. Enter the employer’s name and address. If the employer is sending a copy of this form to a State Directory of New Hires, enter the address where child support agencies should send income withholding orders.

Box 9. If the employer is sending a copy of this form to a State Directory of New Hires, enter the employee’s first date of employment, which is the date services for payment were first performed by the employee. If the employer rehired the employee after the employee had been separated from the employer’s service for at least 60 days, enter the rehire date.

Box 10. Enter the employer’s employer identification number (EIN).

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself	A	<u> </u>
B	Enter "1" if you will file as married filing jointly	B	<u> </u>
C	Enter "1" if you will file as head of household	C	<u> </u>
D	Enter "1" if: { <ul style="list-style-type: none"> • You're single, or married filing separately, and have only one job; or • You're married filing jointly, have only one job, and your spouse doesn't work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. }	D	<u> </u>
E	<p>Child tax credit. See Pub. 972, Child Tax Credit, for more information.</p> <ul style="list-style-type: none"> • If your total income will be less than \$71,201 (\$103,351 if married filing jointly), enter "4" for each eligible child. • If your total income will be from \$71,201 to \$179,050 (\$103,351 to \$345,850 if married filing jointly), enter "2" for each eligible child. • If your total income will be from \$179,051 to \$200,000 (\$345,851 to \$400,000 if married filing jointly), enter "1" for each eligible child. • If your total income will be higher than \$200,000 (\$400,000 if married filing jointly), enter "-0-" 	E	<u> </u>
F	<p>Credit for other dependents. See Pub. 972, Child Tax Credit, for more information.</p> <ul style="list-style-type: none"> • If your total income will be less than \$71,201 (\$103,351 if married filing jointly), enter "1" for each eligible dependent. • If your total income will be from \$71,201 to \$179,050 (\$103,351 to \$345,850 if married filing jointly), enter "1" for every two dependents (for example, "-0-" for one dependent, "1" if you have two or three dependents, and "2" if you have four dependents). • If your total income will be higher than \$179,050 (\$345,850 if married filing jointly), enter "-0-" 	F	<u> </u>
G	<p>Other credits. If you have other credits, see Worksheet 1-6 of Pub. 505 and enter the amount from that worksheet here. If you use Worksheet 1-6, enter "-0-" on lines E and F</p>	G	<u> </u>
H	Add lines A through G and enter the total here	H	<u> </u>

For accuracy, **complete all worksheets that apply.**

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, or if you have a large amount of nonwage income not subject to withholding and want to increase your withholding, see the **Deductions, Adjustments, and Additional Income Worksheet** below.
- If you **have more than one job at a time** or are **married filing jointly and you and your spouse both work**, and the combined earnings from all jobs exceed \$53,000 (\$24,450 if married filing jointly), see the **Two-Earners/Multiple Jobs Worksheet** on page 4 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 above.

Deductions, Adjustments, and Additional Income Worksheet

Note: Use this worksheet *only* if you plan to itemize deductions, claim certain adjustments to income, or have a large amount of nonwage income not subject to withholding.

1	Enter an estimate of your 2019 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 10% of your income. See Pub. 505 for details	1	\$ <u> </u>
2	Enter: { <ul style="list-style-type: none"> \$24,400 if you're married filing jointly or qualifying widow(er) \$18,350 if you're head of household \$12,200 if you're single or married filing separately }	2	\$ <u> </u>
3	Subtract line 2 from line 1. If zero or less, enter "-0-"	3	\$ <u> </u>
4	Enter an estimate of your 2019 adjustments to income, qualified business income deduction, and any additional standard deduction for age or blindness (see Pub. 505 for information about these items)	4	\$ <u> </u>
5	Add lines 3 and 4 and enter the total	5	\$ <u> </u>
6	Enter an estimate of your 2019 nonwage income not subject to withholding (such as dividends or interest)	6	\$ <u> </u>
7	Subtract line 6 from line 5. If zero, enter "-0-". If less than zero, enter the amount in parentheses	7	\$ <u> </u>
8	Divide the amount on line 7 by \$4,200 and enter the result here. If a negative amount, enter in parentheses. Drop any fraction	8	<u> </u>
9	Enter the number from the Personal Allowances Worksheet , line H, above	9	<u> </u>
10	Add lines 8 and 9 and enter the total here. If zero or less, enter "-0-". If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 of that worksheet on page 4. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10	<u> </u>

Two-Earners/Multiple Jobs Worksheet

Note: Use this worksheet *only* if the instructions under line H from the **Personal Allowances Worksheet** direct you here.

- 1 Enter the number from the **Personal Allowances Worksheet**, line H, page 3 (or, if you used the **Deductions, Adjustments, and Additional Income Worksheet** on page 3, the number from line 10 of that worksheet) **1** _____
 - 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you're married filing jointly and wages from the highest paying job are \$75,000 or less and the combined wages for you and your spouse are \$107,000 or less, don't enter more than "3" **2** _____
 - 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet **3** _____
- Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.
- 4 Enter the number from line 2 of this worksheet **4** _____
 - 5 Enter the number from line 1 of this worksheet **5** _____
 - 6 **Subtract** line 5 from line 4 **6** _____
 - 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here **7** \$ _____
 - 8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed **8** \$ _____
 - 9 **Divide** line 8 by the number of pay periods remaining in 2019. For example, divide by 18 if you're paid every 2 weeks and you complete this form on a date in late April when there are 18 pay periods remaining in 2019. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck **9** \$ _____

Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$5,000	0	\$0 - \$7,000	0	\$0 - \$24,900	\$420	\$0 - \$7,200	\$420
5,001 - 9,500	1	7,001 - 13,000	1	24,901 - 84,450	500	7,201 - 36,975	500
9,501 - 19,500	2	13,001 - 27,500	2	84,451 - 173,900	910	36,976 - 81,700	910
19,501 - 35,000	3	27,501 - 32,000	3	173,901 - 326,950	1,000	81,701 - 158,225	1,000
35,001 - 40,000	4	32,001 - 40,000	4	326,951 - 413,700	1,330	158,226 - 201,600	1,330
40,001 - 46,000	5	40,001 - 60,000	5	413,701 - 617,850	1,450	201,601 - 507,800	1,450
46,001 - 55,000	6	60,001 - 75,000	6	617,851 and over	1,540	507,801 and over	1,540
55,001 - 60,000	7	75,001 - 85,000	7				
60,001 - 70,000	8	85,001 - 95,000	8				
70,001 - 75,000	9	95,001 - 100,000	9				
75,001 - 85,000	10	100,001 - 110,000	10				
85,001 - 95,000	11	110,001 - 115,000	11				
95,001 - 125,000	12	115,001 - 125,000	12				
125,001 - 155,000	13	125,001 - 135,000	13				
155,001 - 165,000	14	135,001 - 145,000	14				
165,001 - 175,000	15	145,001 - 160,000	15				
175,001 - 180,000	16	160,001 - 180,000	16				
180,001 - 195,000	17	180,001 and over	17				
195,001 - 205,000	18						
205,001 and over	19						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to

cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You aren't required to provide the information requested on a form that's subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating

to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

NOTICE TO EMPLOYEES

Your employer must send a copy of your *Employee's Withholding Allowance Certificate* (Form W-4 [federal] or DE 4 [state]) to the Franchise Tax Board (FTB) if the form meets either of the following two conditions:

- You claim more than 10 withholding allowances.
- You claim to be exempt from state or federal income tax withholding and your employer expects your usual weekly wages to exceed \$200.

Your employer will continue to treat the Form W-4 and/or DE 4 as valid until notified, in writing, by the FTB of the proper marital status and number of allowances to use for California Personal Income Tax (PIT) withholding purposes.

If you disagree with the FTB determination, you may request a review of the determination by writing to:

W-4 Unit
Franchise Tax Board MS F180
P.O. Box 2952
Sacramento, CA 95812-2952
Fax: 916-843-1094

You, as the employee, will have to provide proof that the FTB determination is incorrect for California PIT withholding purposes. Your employer must continue to withhold as instructed in the original determination until notified by the FTB, in writing, of any changes.

If the FTB finds that the number of withholding allowances you claimed is unreasonable, you may be subject to a \$500 penalty as provided by Section 13101 of the California Unemployment Insurance Code.

- Versión en español en la página 2 -

AVISO A EMPLEADOS

Su empleador debe de enviar una copia del certificado del empleado que autoriza la retención de impuestos conocido comúnmente en inglés como, *Employee's Withholding Allowance Certificate* (Formularios W-4 [federal] ó DE 4 [estatal]) al Franchise Tax Board (la oficina de recaudación de impuestos estatales), si el formulario cumple con cualquiera de las dos condiciones siguientes:

- Usted reclama más de 10 exenciones de retención en los cuales se basa la retención de impuestos.
- Usted sostiene estar exento de retención de impuestos federales y estatales y su empleador espera que usted gane su salario normal semanal de más de \$200.

Su empleador continuará considerando el Formulario W-4 y/o el formulario DE 4 como válido hasta que sea notificado por el Franchise Tax Board, por escrito, del estado civil apropiado y el número de exenciones que se pueden usar para el propósito de retención del Impuesto de Ingreso Personal (PIT, por sus siglas en inglés) en California.

Si usted no está de acuerdo con la determinación del Franchise Tax Board, usted puede pedir que se revise la determinación escribiendo al:

W-4 Unit
Franchise Tax Board MS F180
P.O. Box 2952
Sacramento, CA 95812-2952
Fax: 916-843-1094

Usted, como empleado, tendrá que proporcionar las pruebas de que la determinación del Franchise Tax Board es incorrecta para el propósito de retención del Impuesto de Ingreso Personal en California. Su empleador continuará la retención como fue indicado en la determinación original hasta que sea notificado por el Franchise Tax Board, por escrito, de cualquier cambio.

Si el Franchise Tax Board decide que el número de exenciones que usted reclama es irrazonable, se le podrá imponer una multa de \$500 conforme la Sección 13101 del Código del Seguro de Desempleo de California.

EMPLOYEE'S WITHHOLDING ALLOWANCE CERTIFICATE

Type or Print Your Full Name	Your Social Security Number
Home Address (Number and Street or Rural Route)	Filing Status Withholding Allowances
City, State, and ZIP Code	<input type="checkbox"/> SINGLE or MARRIED (with two or more incomes) <input type="checkbox"/> MARRIED (one income) <input type="checkbox"/> HEAD OF HOUSEHOLD

1. Number of allowances for Regular Withholding Allowances, Worksheet A _____
 Number of allowances from the Estimated Deductions, Worksheet B _____
 Total Number of Allowances (A + B) when using the California Withholding Schedules for 2018 _____
 OR
2. Additional amount of state income tax to be withheld each pay period (if employer agrees), Worksheet C _____
 OR
3. I certify under penalty of perjury that I am not subject to California withholding. I meet the conditions set forth under the Service Member Civil Relief Act, as amended by the Military Spouses Residency Relief Act. (Check box here)

Under the penalties of perjury, I certify that the number of withholding allowances claimed on this certificate does not exceed the number to which I am entitled or, if claiming exemption from withholding, that I am entitled to claim the exempt status.

Signature _____ Date _____

Employer's Name and Address	California Employer Payroll Tax Account Number
-----------------------------	--

----- cut here -----

Give the top portion of this page to your employer and keep the remainder for your records.

YOUR CALIFORNIA PERSONAL INCOME TAX MAY BE UNDERWITHHELD IF YOU DO NOT FILE THIS DE 4 FORM.

IF YOU RELY ON THE FEDERAL FORM W-4 FOR YOUR CALIFORNIA WITHHOLDING ALLOWANCES, YOUR CALIFORNIA STATE PERSONAL INCOME TAX MAY BE UNDERWITHHELD AND YOU MAY OWE MONEY AT THE END OF THE YEAR.

PURPOSE: This certificate, DE 4, is for **California Personal Income Tax (PIT) withholding** purposes only. The DE 4 is used to compute the amount of taxes to be withheld from your wages, by your employer, to accurately reflect your state tax withholding obligation.

You should complete this form if either:

- (1) You claim a different marital status, number of regular allowances, or different additional dollar amount to be withheld for California PIT withholding than you claim for federal income tax withholding or,
- (2) You claim additional allowances for estimated deductions.

THIS FORM WILL NOT CHANGE YOUR FEDERAL WITHHOLDING ALLOWANCES.

The federal Form W-4 is applicable for California withholding purposes if you wish to claim the same marital status, number of regular allowances, and/or the same additional dollar amount to be withheld for state and federal purposes. However, federal tax brackets and withholding methods do not reflect state PIT withholding tables. **If you rely on the number of withholding allowances you claim on your Form W-4 withholding allowance**

certificate for your state income tax withholding, you may be significantly underwithheld. This is particularly true if your household income is derived from more than one source.

CHECK YOUR WITHHOLDING: After your Form W-4 and/or DE 4 takes effect, compare the state income tax withheld with your estimated total annual tax. For state withholding, use the worksheets on this form.

EXEMPTION FROM WITHHOLDING: If you wish to claim exempt, complete the federal Form W-4. You may claim exempt from withholding California income tax if you did not owe any federal income tax last year and you do not expect to owe any federal income tax this year. The exemption is good for one year. If you continue to qualify for the exempt filing status, a new Form W-4 designating EXEMPT must be submitted by February 15 each year to continue your exemption. If you are not having federal income tax withheld this year but expect to have a tax liability next year, you are required to give your employer a new Form W-4 by December 1.

EXEMPTION FROM WITHHOLDING (continued): Under the Service Member Civil Relief Act, as amended by the Military Spouses Residency Relief Act, you may be exempt from California income tax on your wages if (i) your spouse is a member of the armed forces present in California in compliance with military orders; (ii) you are present in California solely to be with your spouse; and (iii) you maintain your domicile in another state. If you claim exemption under this act, check the box on Line 3. You may be required to provide proof of exemption upon request.

IF YOU NEED MORE DETAILED INFORMATION, SEE THE INSTRUCTIONS THAT CAME WITH YOUR LAST CALIFORNIA RESIDENT INCOME TAX RETURN OR CALL THE FRANCHISE TAX BOARD (FTB).

IF YOU ARE CALLING FROM WITHIN THE UNITED STATES 1-800-852-5711 (voice)
1-800-822-6268 (TTY)

IF YOU ARE CALLING FROM OUTSIDE THE UNITED STATES (Not Toll Free) 1-916-845-6500

The *California Employer's Guide*, [DE 44](#), provides the income tax withholding tables. This publication may be found on the Employment Development Department (EDD) website at www.edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm. To assist you in calculating your tax liability, please visit the FTB website at www.ftb.ca.gov/individuals/index.shtml.

NOTIFICATION: If the IRS instructs your employer to withhold federal income tax based on a certain withholding status, your employer is required to use the same withholding status for state income tax withholding.

The burden of proof rests with the employee to show the correct California Income Tax Withholding. Pursuant to Section 4340-1(e) of [Title 22, California Code of Regulations \(CCR\)](#), the FTB or the EDD may, by special direction in writing, require an employer to submit a Form W-4 or DE 4 when such forms are necessary for the administration of the withholding tax programs.

PENALTY: You may be fined \$500 if you file, with no reasonable basis, a DE 4 that results in less tax being withheld than is properly allowable. In addition, criminal penalties apply for willfully supplying false or fraudulent information or failing to supply information requiring an increase in withholding. This is provided by Section 13101 of the [California Unemployment Insurance Code](#) and Section 19176 of the [Revenue and Taxation Code](#).

INSTRUCTIONS — 1 — ALLOWANCES*

When determining your withholding allowances, you must consider your personal situation:

- Do you claim allowances for dependents or blindness?
- Will you itemize your deductions?
- Do you have more than one income coming into the household?

TWO-EARNERS/MULTIPLE INCOMES: When earnings are derived from more than one source, underwithholding may occur. If you have a working spouse or more than one job, it is best to check the box "SINGLE or MARRIED (with two or more incomes)." Figure the total number of allowances you are entitled to claim on all jobs using only one DE 4 form. Claim allowances with **one** employer. Do **not** claim the same allowances with more than one employer. Your withholding will usually be most accurate when all allowances are claimed on the DE 4 or Form W-4 filed for the highest paying job and zero allowances are claimed for the others.

MARRIED BUT NOT LIVING WITH YOUR SPOUSE: You may check the "Head of Household" marital status box if you meet all of the following tests:

- (1) Your spouse will not live with you **at any time** during the year;
- (2) You will furnish over half of the cost of maintaining a home for the entire year for yourself and your child or stepchild who qualifies as your dependent; **and**
- (3) You will file a separate return for the year.

HEAD OF HOUSEHOLD: To qualify, you must be unmarried or legally separated from your spouse and pay more than 50% of the costs of maintaining a home for the **entire** year for yourself and your dependent(s) or other qualifying individuals. Cost of maintaining the home includes such items as rent, property insurance, property taxes, mortgage interest, repairs, utilities, and cost of food. It does not include the individual's personal expenses or any amount which represents value of services performed by a member of the household of the taxpayer.

WORKSHEET A

REGULAR WITHHOLDING ALLOWANCES

- (A) Allowance for yourself — enter 1 (A) _____
- (B) Allowance for your spouse (if not separately claimed by your spouse) — enter 1 (B) _____
- (C) Allowance for blindness — yourself — enter 1 (C) _____
- (D) Allowance for blindness — your spouse (if not separately claimed by your spouse) — enter 1 (D) _____
- (E) Allowance(s) for dependent(s) — do not include yourself or your spouse (E) _____
- (F) Total — add lines (A) through (E) above (F) _____

INSTRUCTIONS — 2 — ADDITIONAL WITHHOLDING ALLOWANCES

If you expect to itemize deductions on your California income tax return, you can claim additional withholding allowances. Use Worksheet B to determine whether your expected estimated deductions may entitle you to claim one or more additional withholding allowances. Use last year's FTB Form 540 as a model to calculate this year's withholding amounts.

Do not include deferred compensation, qualified pension payments, or flexible benefits, etc., that are deducted from your gross pay but are not taxed on this worksheet.

You may reduce the amount of tax withheld from your wages by claiming one additional withholding allowance for each \$1,000, or fraction of \$1,000, by which you expect your estimated deductions for the year to exceed your allowable standard deduction.

WORKSHEET B

ESTIMATED DEDUCTIONS

1. Enter an estimate of your itemized deductions for California taxes for this tax year as listed in the schedules in the FTB Form 540 1. _____
2. Enter \$8,472 if married filing joint with two or more allowances, unmarried head of household, or qualifying widow(er) with dependent(s) or \$4,236 if single or married filing separately, dual income married, or married with multiple employers - 2. _____
3. Subtract line 2 from line 1, enter difference = 3. _____
4. Enter an estimate of your adjustments to income (alimony payments, IRA deposits) + 4. _____
5. Add line 4 to line 3, enter sum = 5. _____
6. Enter an estimate of your nonwage income (dividends, interest income, alimony receipts) - 6. _____
7. If line 5 is greater than line 6 (if less, see below);
Subtract line 6 from line 5, enter difference = 7. _____
8. Divide the amount on line 7 by \$1,000, round any fraction to the nearest whole number 8. _____
Enter this number on line 1 of the DE 4. Complete Worksheet C, if needed.
9. If line 6 is greater than line 5;
Enter amount from line 6 (nonwage income) 9. _____
10. Enter amount from line 5 (deductions) 10. _____
11. Subtract line 10 from line 9, enter difference 11. _____

Complete Worksheet C

*Wages paid to registered domestic partners will be treated the same for state income tax purposes as wages paid to spouses for California PIT withholding and PIT wages. This law does not impact federal income tax law. A registered domestic partner means an individual partner in a domestic partner relationship within the meaning of Section 297 of the [Family Code](#). For more information, please call our Taxpayer Assistance Center at 1-888-745-3886.

WORKSHEET C

TAX WITHHOLDING AND ESTIMATED TAX

1. Enter estimate of total wages for tax year 2018 1. _____
2. Enter estimate of nonwage income (line 6 of Worksheet B) 2. _____
3. Add line 1 and line 2. Enter sum 3. _____
4. Enter itemized deductions or standard deduction (line 1 or 2 of Worksheet B, whichever is largest) 4. _____
5. Enter adjustments to income (line 4 of Worksheet B) 5. _____
6. Add line 4 and line 5. Enter sum 6. _____
7. Subtract line 6 from line 3. Enter difference 7. _____
8. Figure your tax liability for the amount on line 7 by using the 2018 tax rate schedules below 8. _____
9. Enter personal exemptions (line F of Worksheet A x \$125.40) 9. _____
10. Subtract line 9 from line 8. Enter difference 10. _____
11. Enter any tax credits. (See FTB Form 540) 11. _____
12. Subtract line 11 from line 10. Enter difference. This is your total tax liability 12. _____
13. Calculate the tax withheld and estimated to be withheld during 2018. Contact your employer to request the amount that will be withheld on your wages based on the marital status and number of withholding allowances you will claim for 2018. Multiply the estimated amount to be withheld by the number of pay periods left in the year. Add the total to the amount already withheld for 2018 13. _____
14. Subtract line 13 from line 12. Enter difference. If this is less than zero, you do not need to have additional taxes withheld 14. _____
15. Divide line 14 by the number of pay periods remaining in the year. Enter this figure on line 2 of the DE 4 15. _____

NOTE: Your employer is not required to withhold the additional amount requested on line 2 of your DE 4. If your employer does not agree to withhold the additional amount, you may increase your withholdings as much as possible by using the “single” status with “zero” allowances. If the amount withheld still results in an underpayment of state income taxes, you may need to file quarterly estimates on Form 540-ES with the FTB to avoid a penalty.

THESE TABLES ARE FOR CALCULATING WORKSHEET C AND FOR 2018 ONLY

SINGLE PERSONS, DUAL INCOME MARRIED WITH MULTIPLE EMPLOYERS				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER . . .	PLUS	
\$0	\$8,223 ...	1.100%	\$0	\$0.00
\$8,223	\$19,495 ...	2.200%	\$8,223	\$90.45
\$19,495	\$30,769 ...	4.400%	\$19,495	\$338.43
\$30,769	\$42,711 ...	6.600%	\$30,769	\$834.49
\$42,711	\$53,980 ...	8.800%	\$42,711	\$1,622.66
\$53,980	\$275,738 ...	10.230%	\$53,980	\$2,614.33
\$275,738	\$330,884 ...	11.330%	\$275,738	\$25,300.17
\$330,884	\$551,473 ...	12.430%	\$330,884	\$31,548.21
\$551,473	\$1,000,000 ...	13.530%	\$551,473	\$58,967.42
\$1,000,000	and over...	14.630%	\$1,000,000	\$119,653.12

MARRIED FILING JOINT OR QUALIFYING WIDOW(ER) TAXPAYERS				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER . . .	PLUS	
\$0	\$16,446 ...	1.100%	\$0	\$0.00
\$16,446	\$38,990 ...	2.200%	\$16,446	\$180.91
\$38,990	\$61,538 ...	4.400%	\$38,990	\$676.88
\$61,538	\$85,422 ...	6.600%	\$61,538	\$1,668.99
\$85,422	\$107,960 ...	8.800%	\$85,422	\$3,245.33
\$107,960	\$551,476 ...	10.230%	\$107,960	\$5,228.67
\$551,476	\$661,768 ...	11.330%	\$551,476	\$50,600.36
\$661,768	\$1,000,000 ...	12.430%	\$661,768	\$63,096.44
\$1,000,000	\$1,102,946 ...	13.530%	\$1,000,000	\$105,138.68
\$1,102,946	and over	14.630%	\$1,102,946	\$119,067.26

UNMARRIED HEAD OF HOUSEHOLD				
IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER . . .	PLUS	
\$0	\$16,457 ...	1.100%	\$0	\$0.00
\$16,457	\$38,991 ...	2.200%	\$16,457	\$181.03
\$38,991	\$50,264 ...	4.400%	\$38,991	\$676.78
\$50,264	\$62,206 ...	6.600%	\$50,264	\$1,172.79
\$62,206	\$73,477 ...	8.800%	\$62,206	\$1,960.96
\$73,477	\$375,002 ...	10.230%	\$73,477	\$2,952.81
\$375,002	\$450,003 ...	11.330%	\$375,002	\$33,798.82
\$450,003	\$750,003 ...	12.430%	\$450,003	\$42,296.43
\$750,003	\$1,000,000 ...	13.530%	\$750,003	\$79,586.43
\$1,000,000	and over	14.630%	\$1,000,000	\$113,411.02

IF YOU NEED MORE DETAILED INFORMATION, SEE THE INSTRUCTIONS THAT CAME WITH YOUR LAST CALIFORNIA RESIDENT INCOME TAX RETURN OR CALL THE FTB:

IF YOU ARE CALLING FROM WITHIN THE UNITED STATES 1-800-852-5711 (voice)
1-800-822-6268 (TTY)

IF YOU ARE CALLING FROM OUTSIDE THE UNITED STATES
(Not Toll Free) 1-916-845-6500

The DE 4 information is collected for purposes of administering the PIT law and under the authority of Title 22, CCR, Section 4340-1, and the California Revenue and Taxation Code, including Section 18624. The Information Practices Act of 1977 requires that individuals be notified of how information they provide may be used. Further information is contained in the instructions that came with your last California resident income tax return.

ARBITRATION AGREEMENT

Employee and DecisionHR (“PEO”) agree to utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise between them, including but not limited to disputes regarding termination of employment and compensation. Employee specifically waives and relinquishes his/her right to bring a claim against PEO, in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent Employee in a lawsuit against PEO in a court of law. Similarly, PEO specifically waives and relinquishes its right to bring a claim against Employee in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent PEO in a lawsuit against the Employee in a court of law.

Employee and PEO agree that any claim, dispute, and/or controversy that Employee may have against PEO (or its owners, directors, officers, managers, employees, or agents), or that PEO may have against Employee, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (“FAA”), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act’s other mandatory and permissive rights to discovery). The FAA applies to this agreement because PEO’s business involves interstate commerce.

Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers’ Compensation Act, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, Employee and PEO give up their right to trial by jury of any claim Employee may have against PEO, or of any claim PEO may have against Employee. This agreement is not intended to interfere with Employee’s rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement’s modifications to the Act’s procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator’s written reasoned opinion.

All claims brought under this binding arbitration Agreement shall be brought in the individual capacity of Employee or PEO. This Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, and will not proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Employee and PEO further understand and acknowledge that the terms of this Agreement include a waiver of any substantive or procedural rights that Employee may have to bring an action on a class, collective, or other similar basis against PEO; or that PEO may have to bring an action on a class, collective, or other similar basis against Employee. If under applicable law a representative claim under the California Private

Attorney General Act (“PAGA”) is found to be unwaivable and such an action is pursued in court, Employee and PEO agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable. Due to the nature of this waiver, PEO has provided Employee with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, Employee expressly and voluntarily agrees to waive any right that he or she may have to bring an action on a class, collective, or other similar basis, unless Employee checks this box: []

Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of “just cause”) other than such controlling law. Within thirty days of the arbitrator’s final written opinion and order, the opinion shall be subject to affirmation, reversal or modification, at either party’s written request, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial.

Any agreement contrary to the foregoing must be entered into, in writing, by Employee and President of PEO. Oral representations made before or after employment do not alter this Agreement. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

EMPLOYEE’S SIGNATURE BELOW ATTESTS TO THE FACT THAT EMPLOYEE HAS READ, UNDERSTANDS, AND AGREES TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

EMPLOYEE SIGNATURE

NAME (PRINT)

DATE

ARBITRATION AGREEMENT

Employee and [COMPANY] (“Company”) agree to utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise between them, including but not limited to disputes regarding termination of employment and compensation. Employee specifically waives and relinquishes his/her right to bring a claim against Company, in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent Employee in a lawsuit against Company in a court of law. Similarly, Company specifically waives and relinquishes its right to bring a claim against Employee in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent Company in a lawsuit against the Employee in a court of law.

Employee and Company agree that any claim, dispute, and/or controversy that Employee may have against Company (or its owners, directors, officers, managers, employees, or agents), or that Company may have against Employee, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (“FAA”), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act’s other mandatory and permissive rights to discovery). The FAA applies to this agreement because Company’s business involves interstate commerce.

Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers’ Compensation Act, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, Employee and Company give up their right to trial by jury of any claim Employee may have against Company, or of any claim Company may have against Employee. This agreement is not intended to interfere with Employee’s rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement’s modifications to the Act’s procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator’s written reasoned opinion.

All claims brought under this binding arbitration Agreement shall be brought in the individual capacity of Employee or Company. This Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, and will not proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Employee and Company further understand and acknowledge that the terms of this Agreement include a waiver of any substantive or procedural rights that Employee may have to bring an

action on a class, collective, or other similar basis against Company; or that Company may have to bring an action on a class, collective, or other similar basis against Employee. If under applicable law a representative claim under the California Private Attorney General Act (“PAGA”) is found to be unwaivable and such an action is pursued in court, Employee and Company agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable. Due to the nature of this waiver, Company has provided Employee with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, Employee expressly and voluntarily agrees to waive any right that he or she may have to bring an action on a class, collective, or other similar basis, unless Employee checks this box: []

Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of “just cause”) other than such controlling law. Within thirty days of the arbitrator’s final written opinion and order, the opinion shall be subject to affirmation, reversal or modification, at either party’s written request, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial.

Any agreement contrary to the foregoing must be entered into, in writing, by Employee and President of Company. Oral representations made before or after employment do not alter this Agreement. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

EMPLOYEE’S SIGNATURE BELOW ATTESTS TO THE FACT THAT EMPLOYEE HAS READ, UNDERSTANDS, AND AGREES TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

EMPLOYEE SIGNATURE

NAME (PRINT)

DATE

TIME OF HIRE PAMPHLET

This pamphlet, or a similar one that has been approved by the Administrative Director, must be given to all newly hired employees in the State of California. Employers and claims administrators may use the content of this document and put their logos and additional information on it. The content of this pamphlet applies to all industrial injuries that occur on or after January 1, 2013.

WHAT IS WORKERS' COMPENSATION?

If you get hurt on the job, your employer is required by law to pay for workers' compensation benefits. You could get hurt by:

One event at work. Examples: hurting your back in a fall, getting burned by a chemical that splashes on your skin, getting hurt in a car accident while making deliveries.

—or—

Repeated exposures at work. Examples: hurting your wrist from using vibrating tools, losing your hearing because of constant loud noise.

—or—

Workplace crime. Examples: you get hurt in a store robbery, physically attacked by an unhappy customer.

Discrimination is illegal

It is illegal under Labor Code section 132a for your employer to punish or fire you because you:

- File a workers' compensation claim
- Intend to file a workers' compensation claim
- Settle a workers' compensation claim
- Testify or intend to testify for another injured worker.

If it is found that your employer discriminated against you, he or she may be ordered to return you to your job. Your employer may also be made to pay for lost wages, increased workers' compensation benefits, and costs and expenses set by state law.

WHAT ARE THE BENEFITS?

- **Medical care:** Paid for by your employer to help you recover from an injury or illness caused by work. Doctor visits, hospital services, physical therapy, lab tests and x-rays are some of the medical services that may be provided. These services should be necessary to treat your injury. There are limits on some services such as physical and occupational therapy and chiropractic care.

- **Temporary disability benefits:** Payments if you lose wages because your injury prevents you from doing your usual job while recovering. The amount you may get is up to two-thirds of your wages. There are minimum and maximum payment limits set by state law. You will be paid every two weeks if you are eligible. For most injuries, payments may not exceed 104 weeks within five years from your date of injury. Temporary disability (TD) stops when you return to work, or when the doctor releases you for work, or says your injury has improved as much as it's going to.
- **Permanent disability benefits:** Payments if you don't recover completely. You will be paid every two weeks if you are eligible. There are minimum and maximum weekly payment rates established by state law. The amount of payment is based on:
 - Your doctor's medical reports
 - Your age
 - Your occupation
- **Supplemental job displacement benefits:** This is a voucher for up to \$6,000 that you can use for retraining or skill enhancement at an approved school, books, tools, licenses or certification fees, or other resources to help you find a new job. You are eligible for this voucher if:
 - You have a permanent disability.
 - Your employer does not offer regular, modified, or alternative work, within 60 days after the claims administrator receives a doctor's report saying you have made a maximum medical recovery.
- **Death benefits:** Payments to your spouse, children or other dependents if you die from a job injury or illness. The amount of payment is based on the number of dependents. The benefit is paid every two weeks at a rate of at least \$224 per week. In addition, workers' compensation provides a burial allowance.

OTHER BENEFITS

You may file a claim with the Employment Development Department (EDD) to get state disability benefits when workers' compensation benefits are delayed, denied, or have ended. There are time restrictions so for more information contact the local office of EDD or go to their web site www.edd.ca.gov.

If your injury results in a permanent disability (PD) and the state determines that your PD benefit is disproportionately low compared to your earning loss, you may qualify for additional money from the Department of Industrial Relation's special earnings loss supplement program also known as the return to work program. If you have questions or think you qualify, contact the Information & Assistance Unit by going to www.dwc.ca.gov and looking under "Workers'

Compensation programs and units” for the “Information & Assistance Unit” link or visit the DIR web site at www.dir.ca.gov.

Workers’ compensation fraud is a crime

Any person who makes or causes to be made any knowingly false statement in order to obtain or deny workers’ compensation benefits or payments is guilty of a felony. If convicted, the person will have to pay fines up to \$150,000 and/or serve up to five years in jail.

WHAT SHOULD I DO IF I HAVE AN INJURY?

Report your injury to your employer

Tell your supervisor right away no matter how slight the injury may be. Don’t delay – there are time limits. You could lose your right to benefits if your employer does not learn of your injury within 30 days. If your injury or illness is one that develops over time, report it as soon as you learn it was caused by your job.

If you cannot report to the employer or don’t hear from the claims administrator after you have reported your injury, contact the claims administrator yourself.

Workers’ compensation insurance company or if employer is self-insured, person responsible for handling the claim is:

DECISIONHR, INC

Address: 11101 Roosevelt Blvd. N., St. Petersburg, FL 33716

Phone: 888-828-5511 ext. 4272 or 4518

You may be able to find the name of your employer’s workers’ compensation insurer at www.caworkcompcoverage.com. If no coverage exists or coverage has expired, contact the Division of Labor Standards Enforcement at www.dir.ca.gov/DLSE as all employees must be covered by law.

Get emergency treatment if needed

If it’s a medical emergency, go to an emergency room right away. Tell the medical provider who treats you that your injury is job related. Your employer may tell you where to go for follow up treatment.

July 2014

Emergency telephone number: Call 911 for an ambulance, fire department or police. For non-emergency medical care, contact your employer, the workers' compensation claims administrator or go to this facility:

_____.

Fill out DWC 1 claim form and give it to your employer

Your employer must give you a [DWC 1 claim form](#) within one working day after learning about your injury or illness. Complete the employee portion, sign and give it back to your employer. Your employer will then file your claim with the claims administrator. Your employer must authorize treatment within one working day of receiving the DWC 1 claim form.

If the injury is from repeated exposures, you have one year from when you realized your injury was job related to file a claim.

In either case, you may receive up to \$10,000 in employer-paid medical care until your claim is either accepted or denied. The claims administrator has up to 90 days to decide whether to accept or deny your claim. Otherwise your case is presumed payable.

Your employer or the claims administrator will send you "benefit notices" that will advise you of the status of your claim.

MORE ABOUT MEDICAL CARE

What is a Primary Treating Physician (PTP)?

This is the doctor with overall responsibility for treating your injury or illness. He or she may be:

- The doctor you name in writing *before* you get hurt on the job
- A doctor from the medical provider network (MPN)
- The doctor chosen by your employer during the first 30 days of injury if your employer does not have an MPN or
- The doctor you chose after the first 30 days if your employer does not have an MPN.

What is a Medical Provider Network (MPN)?

An MPN is a select group of health care providers who treat injured workers. Check with your employer to see if they are using an MPN.

If you have not named a doctor before you get hurt and your employer is using an MPN, you will see an MPN doctor. After your first visit, you are free to choose another doctor from the MPN list.

What is Predesignation?

Predesignation is when you name your regular doctor to treat you if you get hurt on the job. The doctor must be a medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or a medical group with an M.D. or D.O. You must name your doctor in writing *before* you get hurt or become ill. July 2014

You may predesignate a doctor if you have health care coverage for non-work injuries and illnesses. The doctor must have:

- Treated you
- Maintained your medical history and records before your injury and
- Agreed to treat you for a work-related injury or illness before you get hurt or become ill.

You may use the “predesignation of personal physician” form included with this pamphlet. After you fill in the form, be sure to give it to your employer.

If your employer does not have an approved MPN, you may name your chiropractor or acupuncturist to treat you for work related injuries. The notice of personal chiropractor or acupuncturist must be in writing *before* you get hurt. You may use the form included in this pamphlet. After you fill in the form, be sure to give it to your employer.

With some exceptions, state law does not allow a chiropractor to continue as your treating physician after 24 visits. Once you have received 24 chiropractic visits, if you still require medical treatment, you will have to select a new physician who is not a chiropractor. The term “chiropractic visit” means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management.

Exceptions to the prohibition on a chiropractor continuing as your treating physician after 24 visits include postsurgical physical medicine visits prescribed by the surgeon, or physician designated by the surgeon, under the postsurgical component of the Division of Workers’ Compensation’s Medical Treatment Utilization Schedule, or if your employer has authorized additional visits in writing.

WHAT IF THERE IS A PROBLEM?

If you have a concern, speak up. Talk to your employer or the claims administrator handling your claim and try to solve the problem. If this doesn’t work, get help by trying the following:

Contact the Division of Workers’ Compensation (DWC) Information and Assistance (I&A) Unit

All 24 DWC offices throughout the state provide information and assistance on rights, benefits and obligations under California's workers' compensation laws. I&A officers help resolve disputes without formal proceedings. Their goal is to get you full and timely benefits. Their services are free.

To contact the nearest I&A Unit, go to www.dwc.ca.gov and under “Workers’ Compensation programs and units”, click on “Information & Assistance Unit.” At this site you will find fact sheets, guides and information to help you.

July 2014

The nearest I&A Unit is located at: Address: _____ Phone number: <u>800-736-7401</u>
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Consult with an attorney

Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fees may be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their website at www.californiaspecialist.org. You may get a list of attorneys from your local I&A Unit or look in the yellow pages.

Warning

Your employer may not pay workers' compensation benefits if you get hurt in a voluntary off-duty recreational, social or athletic activity that is not part of your work-related duties.

Additional rights

You may also have other rights under the Americans with Disabilities Act (ADA) or the Fair Employment and Housing Act (FEHA). For additional information, contact FEHA at (800) 884-1684 or the Equal Employment Opportunity Commission (EEOC) at (800) 669-4000.

The information contained in this pamphlet conforms to the informational requirements found in Labor Code sections 3551 and 3553 and California Code of Regulation, Title 8, sections 9880 and 9883. This document is approved by the Division of Workers' Compensation administrative director.

Revised 6/17/14 and effective for dates of injuries on or after 1/1/13

July 2014

PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- on the date of your work injury you have health care coverage for injuries or illnesses that are not work related;
- the doctor is your regular physician, who shall be either a physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for nonoccupational illnesses and injuries;
- prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

Employee: Complete this section.

To: _____ (name of employer) If I have a work-related injury or illness, I choose to be

treated by: _____

(name of doctor, (M.D., D.O.), or medical group)

_____(street address, city, state, ZIP)

_____(telephone number)

Employee Name (please print):

Employee's Address:

Name of Insurance Company, Plan, or Fund providing health coverage for nonoccupational injuries or illnesses:

Employee's Signature _____ Date: _____

Physician: I agree to this Predesignation:

Signature: _____ Date: _____

(Physician or Designated Employee of the Physician or Medical Group)

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3). July 2014

§ 9783.1. DWC Form 9783.1 Notice of Personal Chiropractor or Personal Acupuncturist.

NOTICE OF PERSONAL CHIROPRACTOR OR PERSONAL ACUPUNCTURIST

If your employer or your employer's insurer does not have a Medical Provider Network, you may be able to change your treating physician to your personal chiropractor or acupuncturist following a work-related injury or illness. In order to be eligible to make this change, you must give your employer the name and business address of a personal chiropractor or acupuncturist in writing prior to the injury or illness. Your claims administrator generally has the right to select your treating physician within the first 30 days after your employer knows of your injury or illness. After your claims administrator has initiated your treatment with another doctor during this period, you may then, upon request, have your treatment transferred to your personal chiropractor or acupuncturist.

NOTE: If your date of injury is January 1, 2004 or later, a chiropractor cannot be your treating physician after you have received 24 chiropractic visits unless your employer has authorized additional visits in writing. The term "chiropractic visit" means any chiropractic office visit, regardless of whether the services performed involve chiropractic manipulation or are limited to evaluation and management. Once you have received 24 chiropractic visits, if you still require medical treatment, you will have to select a new physician who is not a chiropractor. This prohibition shall not apply to visits for postsurgical physical medicine visits prescribed by the surgeon, or physician designated by the surgeon, under the postsurgical component of the Division of Workers' Compensation's Medical Treatment Utilization Schedule.

You may use this form to notify your employer of your personal chiropractor or acupuncturist.

Your Chiropractor or Acupuncturist's Information:

(name of chiropractor or acupuncturist)

(street address, city, state, zip code)

(telephone number)

Employee Name **(please print)**:

Employee's Address:

July 2014

Employee's Signature _____ Date: _____

NOTICE TO EMPLOYEE
Labor Code section 2810.5

This form is not intended to alter the at-will relationship between you and the Company. Employment is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at will, at any time, with or without cause or advance notice.

EMPLOYEE

Employee Name: _____ Hire Date: _____

EMPLOYER

You are employed by the Company identified below. Employment is on an at-will basis. The Company outsources certain employer related functions to a Professional Employer Organization (PEO).

Company: _____

(Check all that apply): Sole Proprietor Corporation Limited Liability Company General Partnership

Other type of entity: _____

Other Name Employer is doing business as (if applicable): _____

Address of Main Office: _____

Mailing Address: _____

Telephone Number: _____

PEO: DecisionHR

Address of Main Office: 11101 Roosevelt Blvd. N

Mailing Address: 11101 Roosevelt Blvd. N

Telephone Number: 1-888-828-5511

WAGE INFORMATION

Rate(s) of Pay: _____ Overtime Rate(s) of Pay: _____

Rate by (check box): Hour Shift Day Week Salary Piece rate Commission

Other (provide specifics): _____

Employment agreement is (check box): Oral (No fixed term: At-will) Written (No fixed term: At-will)

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

Regular Pay Day: _____

WORKERS' COMPENSATION

Insurance Carrier's Name: _____

Address: _____

Telephone Number: _____

Policy No.: _____

Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law, which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using, or requesting the use of, accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for:
 - 1. requesting or using accrued sick days;
 - 2. attempting to exercise the right to use accrued paid sick days;
 - 3. filing a complaint or alleging a violation of Article 1.5 section 245, *et seq.*, of the California Labor Code;
 - 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1/5, section 245, *et seq.*, of the California Labor Code.

The following applies to the employee identified on this notice: (*Check one box*)

- 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code section 245, *et seq.*, with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code section 246.
- 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- 4. The employee is exempt from paid sick leave protection by Labor Code section 245.5 (State exemption and specific subsection for exemption): _____.

**ACKNOWLEDGMENT OF RECEIPT
(Optional)**

(PRINT NAME of Employer representative)

(PRINT NAME of Employee)

(SIGNATURE of Employer representative)

(SIGNATURE of Employee)

(Date provided to employee & signed by representative)

(Date received by employee & signed by employee)

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing require by law within seven days of the changes.



DIRECT DEPOSIT AUTHORIZATION

Employee Name: _____

Social Security Number: _____

Worksite Employer Name: _____

Financial Institution Name: _____

Checking Bank Routing Number: _____ **Account Number:** _____
and/or

Savings Bank Routing Number: _____ **Account Number:** _____

Checking Amount (% / \$ amt. / net pay): _____ **Savings Amount** (% / \$ amt. / net pay): _____

I authorize DecisionHR and the financial institution named to credit my account(s) for direct deposit of payroll and, if necessary to initiate debits or adjustments for credits made in error. I understand that under NO circumstance will DecisionHR be responsible for any overdraft on my account nor provide reimbursement for associated fees. This authority will remain in effect until I have cancelled it in writing to DecisionHR. In consideration of receipt of each payment by direct deposit, I agree to notify DecisionHR immediately of any error in reported hours worked or paid.

Employee Signature

Date

*Please attach a voided check here (for checking accounts)

NOTE: DecisionHR is responsible for initiating the electronic deposit transaction scheduled for deposit on your pay date, which is processed through the clearing house of the Federal Reserve Bank. If for any reason beyond DecisionHR's control your funds are not available on your pay date (i.e. your bank's policies, errors caused by banks or financial institutions), DecisionHR will not be responsible for any overdrafts or associated fees.

Employee Pay Selection Record

DecisionHR (“Employer”) offers three options to receive your pay, Direct Deposit, the Money Network® Service, or a paper check from Employer. Please review these options and make your selection below.

Option 1: DIRECT DEPOSIT Employer will pay all of my net pay as selected below (“**Direct Deposit**”) into the account (the “**Account**”) at the financial institution with the routing and account numbers and account type (collectively, “**Account Information**”) I have provided separately to Employer according to Employer’s procedure.

Option 2: MONEY NETWORK SERVICE Employer will pay all of my net pay as selected below using the Money Network Service and I may use either of the following options:

Money Network™ Check. The Money Network Check (“**Check**”) is a paycheck that I can easily complete on or after each payday morning wherever I am, eliminating the need to pick up my paycheck, wait for it to be mailed, or pay for it to be cashed. The Check can be deposited into my personal bank account or cashed for free at Money Network check-cashing partners.

Money Network Payroll Debit Card. The Money Network Payroll Debit Card (“**Card**”) provides a dependable, safe, optional, and convenient way to receive and access my pay on and after each payday morning with the following features: (i) eliminates the need to pick up my paycheck, wait for it to be mailed, or pay for it to be cashed; (ii) immediate, worldwide access wherever the Card is accepted for ATM cash withdrawals, bank-branch withdrawals, and store purchases (including “cash back”); (iii) money transfers to a personal or joint checking account; and (iv) free balance inquiries by phone or online. There is no monthly service charge for the Card as long as I am employed by Employer. Many Card transactions are free (and I need never incur a fee to access 100% of my wages, to the penny, using the Money Network Service), but there are fees for other transactions. The Terms and Conditions, fee schedule, and other disclosures related to the Money Network Service are included in the Money Network Service’s Welcome Packet. Once I have consented to those terms and contracted for the Money Network Service by activating my Money Network Service account by following the instructions in the Welcome Packet, I may begin to use the Money Network Service.

Option 3: PAPER CHECK FROM EMPLOYER. Employer will pay all of my net pay as selected below with an “**Employer Check.**” Employer will make paycheck available to me as required by law.

I HEREBY ELECT TO HAVE MY PAY DISTRIBUTED AS INDICATED:

(REQUIRED: MAKE ONE CHOICE BY CHECKING THE A, B, OR C BOX AND WRITING YOUR INITIALS ABOVE YOUR SELECTION BELOW)

A <input type="checkbox"/> _____ Initials	OR	B <input type="checkbox"/> _____ Initials	OR	C <input type="checkbox"/> _____ Initials
DIRECT DEPOSIT See attached DD Form		MONEY NETWORK SERVICE		EMPLOYER CHECK

I authorize Employer to pay me by Direct Deposit, the Money Network Service, or Employer Check, according to the selection I checked and initialed above. **If I fail to make a selection for Direct Deposit or the Money Network Service, or to provide the Account Information** (defined above), **I will be paid by paper Employer Check.** Unless I am already paid by Direct Deposit, I acknowledge that, in order to choose Direct Deposit, I must submit a fully completed Employee Pay Selection Record (“**PSR**”) and Account Information. The PSR and Account Information must be submitted to Employer within three (3) business days (thirty (30) days in Michigan) of receiving notice to do so. However, I understand that I can change my pay selection at any time in the future by submitting a new PSR and Account Information (if applicable) according to Employer’s procedure (subject to the time it takes Employer to implement the change). My election will remain in effect unless Employer and/or Program Manager cancels this arrangement. In case of payment of funds to which I am not entitled, I authorize Employer to withdraw such funds from the Account or the Money Network Service. To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to verify and record identity information before opening an account such as the account provided when you enroll in the Money Network Service. To permit this identification so that my pay to be placed in such an account, I authorize Employer to share my name, address, date of birth, Social Security Number, identification documents, and related personal information with Money Network and the issuing bank.

			EMPLOYER USE ONLY
Signature*	Printed Name*	Date*	Employee ID Number

* Required

Pre-Screening Notice and Certification Request for the Work Opportunity Credit

This company participates in various tax credit programs. The information you give will be used to determine the company's eligibility for these programs and will in no way negatively impact any hiring, retention, or promotion decisions. In order to qualify for a federal employer tax credit this information is required. However, providing this information is voluntary.

Name: _____ Today's Date: ____/____/____

Address: _____ Social Security #: ____-____-____ Phone: (____)____-____

City: _____ State: _____ Zip: _____ E-mail: _____

1.	Please enter your date of birth: ____/____/____		
2.	Have you worked for this company before or are you a relative or dependent of the owner(s) of this company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Were you referred to us by a Vocational Rehabilitation Agency approved by the state, by an Employment Network under the Ticket to Work Program, The Department of Veteran Affairs or are you currently in a work release program? If Yes: Name of Agency: _____ Counselor Name: _____ Phone: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	During the past year, were you convicted of a felony or released from prison on felony charges? If Yes, Enter Date of Conviction: _____ Date of Release: _____ Parole Officers Name: _____ Phone: _____ Name of Jail/Prison: _____ Convicted in: City: _____ State: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Are you a member of a family (household) that received SNAP (Food Stamps) for the past 6 months? If Yes, Name of Recipient: _____ City and State Benefits Received: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Are you a member of a family (household) that received SNAP (Food Stamps) for at least 3 months during the past 5 months, but are no longer eligible to receive them? If Yes, Name of Recipient: _____ City and State Benefits Received: _____ Date Benefits Started: ____/____/____ Date Benefits Ended: ____/____/____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Have you received supplemental social security income (SSI) for any month ending within the last 60 days?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Are you a veteran of the U.S. Armed Forces/Military? If No, Go to question 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Are you a member of a family (household) that received SNAP (Food Stamps) for at least 3 months during the past 15 months? If Yes, Name of Recipient: _____ City and State Benefits Received: _____ Date Benefits Started: ____/____/____ Date Benefits Ended: ____/____/____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Were you unemployed for at least 4 weeks but less than 6 months (whether consecutive or not) within the past year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Were you unemployed for at least 6 months (whether consecutive or not) within the past year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Are you entitled to compensation for a service-connected disability (disabled veteran)? If Yes, Date Benefits Started: ____/____/____ Date Benefits Ended: ____/____/____ Counselor Name: _____ Phone: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	During the past year were you discharged or released from active duty?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	Have you, or a member of your household, received TANF benefits for any 9-month period during the 18-month period ending on your hire date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Have you, or a member of your household, received TANF benefits for at least 18 consecutive months ending on your hire date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Have you, or a member of your household, stopped being eligible for TANF payments during the past 2 years because a Federal or state law limited the maximum time those payments could be made?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If Yes, Name of Recipient: _____ City and state benefits received: _____ Date Benefits Started: ____/____/____ Date Benefits Ended: ____/____/____		
9.	Have you been unemployed for the last 6 months?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Did you receive any State or Federal unemployment compensation during this period? Start Date _____ End Date _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

AUTHORIZATION FOR DISCLOSURE OF INFORMATION: I hereby authorize my employer or employer representative to obtain information from my records to determine my eligibility for the Work Opportunity Tax Credit Program. I also authorize the appropriate agency to release the requested information from my records to my employer or employer representative; including Social Security Administration for a TPQY printout.

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Employee Signature: _____ **Date:** _____

THIS SECTION FOR EMPLOYER USE ONLY

Hiring Manager: Immediately upon hire, fill out the remainder of this form:

If You Have any Questions, Please Contact Centivise at (727) 873-6920

Employer: _____ **Address:** _____

Managers Name: _____ **Date:** ____/____/____ **Start Date:** ____/____/____

Pre-Screening Notice and Certification Request for the Work Opportunity Credit

► Information about Form 8850 and its separate instructions is at www.irs.gov/form8850.

Job applicant: Fill in the lines below and check any boxes that apply. Complete only this side.

Your name _____ Social security number ► _____

Street address where you live _____

City or town, state, and ZIP code _____

County _____ Telephone number _____

If you are under age 40, enter your date of birth (month, day, year) _____

- 1 Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local agency for the work opportunity credit.

- 2 Check here if **any** of the following statements apply to you.
 - I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for any 9 months during the past 18 months.
 - I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (food stamps) for at least a 3-month period during the past 15 months.
 - I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to Work program, or the Department of Veterans Affairs.
 - I am at least age 18 but **not** age 40 or older and I am a member of a family that:
 - a. Received SNAP benefits (food stamps) for the past 6 months; **or**
 - b. Received SNAP benefits (food stamps) for at least 3 of the past 5 months, **but** is no longer eligible to receive them.
 - During the past year, I was convicted of a felony or released from prison for a felony.
 - I received supplemental security income (SSI) benefits for any month ending during the past 60 days.
 - I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months during the past year.

- 3 Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during the past year.

- 4 Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharged or released from active duty in the U.S. Armed Forces during the past year.

- 5 Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed for a period or periods totaling at least 6 months during the past year.

- 6 Check here if you are a member of a family that:
 - Received TANF payments for at least the past 18 months; **or**
 - Received TANF payments for any 18 months beginning after August 5, 1997, **and** the earliest 18-month period beginning after August 5, 1997, ended during the past 2 years; **or**
 - Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum time those payments could be made.

- 7 Check here if you are in a period of unemployment that is at least 27 consecutive weeks and for all or part of that period you received unemployment compensation.

Signature—All Applicants Must Sign

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Digitally Signed By  **Job applicant's signature** ►

Date