



## Aaron Thomas Company, Inc.

7421 Chapman Avenue • Garden Grove, CA 92841-2109 • (714) 894-4468 • FAX (714) 895-4800  
12150 Riverside Dr. • Jurupa Valley, CA 91752 • (951) 703-4850  
21561 W. Division St, Crest Hill IL 60403 • (815) 272-2950 • FAX (815) 272-2951  
5649 Distribution Drive • Memphis, TN 38141 • (901) 360-0516 • FAX (901) 360-0573  
4834 S. Mendenhall Rd 21561 W. Memphis, TN 38141 • (815) 272-2950 • FAX (815) 272-2951

PERSONAL INFORMATION /  
INFORMACION PERSONAL

EMPLOYEE NUMBER / \_\_\_\_\_  
NÚMERO DE EMPLEADOR

EMPLOYEE NAME (LAST, FIRST, MIDDLE) /  
NOMBRE DEL EMPLEADO (APELLIDO, NOMBRE)

SOCIAL SECURITY NUMBER /  
NUMERO DE SEGURO SOCIAL

\_\_\_\_\_

CURRENT ADDRESS / DIRECCIÓN ACTUAL:

\_\_\_\_\_

STREET / CALLE

CITY / CIUDAD

STATE / ESTADO

ZIP CODE /  
CODIGO POSTAL

EMAIL / CORREO ELECTRÓNICO: \_\_\_\_\_

CURRENT TELEPHONE / NUMERO DE TELÉFONO: (\_\_\_\_) \_\_\_\_\_

EMERGENCY TELEPHONE / TELÉFONO DE URGENCIAS: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
\*DO NOT WRITE BELOW\*

\*NO ESCRIBA ABAJO\*

PAYROLL INFORMATION

HIRE DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

HOME DEPARTMENT NAME

DEPARTMENT NUMBER

\_\_\_\_\_

PAY TYPE: (CIRCLE ONE)

HOURLY      SALARY

PAY RATE

JOB TITLE

\$ \_\_\_\_\_

\_\_\_\_\_

MANAGER'S APPROVAL \_\_\_\_\_

DATE: \_\_\_\_\_

## ARBITRATION AGREEMENT

1. Aaron Thomas Company, Inc. ("Employer") and \_\_\_\_\_ ("Employee") agree that, except as expressly set forth in this Arbitration Agreement, any and all disputes that arise between Employee and Employer, including its officers, directors, employees, or agents, which are not resolved internally through informal negotiation and problem-solving procedures, shall be submitted to final and binding arbitration. Claims subject to arbitration include, but are not limited to, all claims and disputes relating to wages or other compensation due, claims upon contracts (oral or written, express or implied), claims alleging discrimination or harassment (e.g., on the basis of age, sex, sexual orientation, race, disability, national origin, religion), tort claims (e.g., defamation, infliction of emotional distress, wrongful termination in violation of public policy), claims of retaliation, claims of abuse of power, and public policy or statutory claims of whatever nature under federal, state, local, or governmental law, statute, ordinance, rule, or regulation. Claims subject to arbitration also include, but are not limited to, all claims arising out of or related to Employee's employment by Employer or the termination of such employment. Employer also agrees to arbitrate any claims it may have against the employee or former employee arising out of the employee or former employee's employment, except for any claims, which include but are not limited to, claims involving intentional torts against another employee or the employer, participation in a scheme to misbrand or intentional misbranding of any product produced in the course of employment, defamation, trade secret misappropriation, and restitution for embezzlement or theft.
2. This Employment Arbitration Agreement is subject to the Federal Arbitration Act, which preempts any state arbitration law. This Agreement to submit claims to binding arbitration does not cover claims for Workers' Compensation benefits, or claims to government agencies for Unemployment Compensation benefits. Also not covered are claims for sexual assault and sexual harassment as required by the Ending of Force Arbitration of Sexual Assault and Sexual Harassment Act of 2021. This Agreement does not waive an Employee's right to file a complaint with the Equal Employment Opportunity Commission, state anti-discrimination agency, the National Labor Relations Board, or any other government agency. Also not covered are claims by Employee or Employer solely for injunctive or equitable relief as to which claims, and only as to which claims, it is understood and agreed that Employee and Employer may seek and obtain injunctive relief from a court agency of competent jurisdiction.
3. All claims brought under this binding arbitration agreement shall be brought in the individual capacity of Employee. This binding arbitration agreement shall not be construed to allow the consolidation or joinder of other claims involving other employees or former employees or permit such claims to proceed as a class action, collective action, or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class or representative action. By signing this agreement, I am agreeing to waive any rights that I may have to bring an action on a class, collective, or other similar basis. However, the Employer has provided me with the ability to choose to retain these rights by checking the box at the end of this paragraph. **Accordingly, I agree to waive any right I may have to bring an action on a class, collective, representative or other similar basis, unless I check this box: [ ]**

4. Employee and Employer shall appoint one person to hear and determine the dispute. The arbitration shall occur exclusively at JAMS Orange County, and the arbitration shall be conducted under JAMS Rules. A copy of the JAMS arbitration rules is available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>.
5. Employee and Employer shall each have the right of discovery in connection with any arbitration. This includes, but is not limited to, access to essential documents and witnesses. All relief available in court will be made available in Arbitration, and the Arbitrator must issue a written arbitration decision that will reveal, however briefly, the essential findings and conclusions on which any award is based. The cost of arbitration (other than attorneys' fees) shall be borne by the Employer. The sole and exclusive venue for the arbitration and or any legal dispute shall be Orange County, California.
6. By signing below, Employee and Employer confirm that they have read and understand and voluntarily agree to binding arbitration. In doing so, Employee and the Employer voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Employee has the right to have an independent lawyer of Employee's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.
7. By agreeing to submit the described claims to binding arbitration, Employee does not waive his or her right to file an administrative complaint with the appropriate administrative agency (e.g., the California Department of Fair Housing and Employment), but does knowingly waive the right to file a civil action of any nature seeking recovery of money or injunctive relief, except as described in Paragraph 2 above. Employee understands that by agreeing to submit all claims to binding arbitration, he or she is knowingly waiving any right to trial by jury or other judicial forum that might otherwise exist.
8. As affirmed by the Ninth Circuit Court in *Chamber of Commerce v. Bonta*, California AB 51's provisions applicable to arbitration agreements are preempted by the Federal Arbitration Act. In furtherance of the federal policy favoring arbitration, employers are permitted to require employees to agree to arbitration as a condition of employment. This Agreement is a condition of employment and Employer may deny Employee a job opportunity based on whether or not this Agreement is signed.
9. This is the entire agreement between Employee and Employer regarding dispute resolution, the length of Employee's employment, and the reasons for termination of my employment, and this agreement supersedes any or all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement.
10. 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 acknowledges that he/she has read and understands this Employment Arbitration Agreement and agrees to the terms and conditions contained in this Agreement. Employee further acknowledges that Employee has not executed this Employment Agreement in reliance upon any representation or promise except those contained here in this Agreement and that Employer has made no guarantee regarding Employee's employment for a specified period of

time. Employee further understands that this Employment Arbitration Agreement may be changed only by further written agreement signed by an authorized representative of Employer.

\_\_\_\_\_  
(Employee Signature and Date)

\_\_\_\_\_  
(Employee Name)

\_\_\_\_\_  
(Employer Signature and Date)

**Notice at Collection for California Employees**  
**Regarding Time Clocks**

Aaron Thomas Company, Inc., and its subsidiaries (collectively, the “Company”), through ADP (the “Vendor”), uses timeclocks that authenticate an individual’s identity by (a) collecting a data set based on the distance between points on the individual’s fingertip, and (b) creating a unique identifier based on those measurements (“Timeclocks”). The Timeclocks do **not** store an image of the fingerprint itself.

The Company does not store the unique identifier collected by the Timeclocks. Instead, the Vendor will store this information and has agreed by contract to safeguard this information. The Company will not sell, lease, trade, use for advertising purposes, or otherwise profit from the unique identifier, and the Vendor is prohibited by contract from doing so.

**Categories of Personal Information Collected:** The timeclocks collect clock in/out times and biometric data in the form of the data set based on the distance between points on the individual’s fingertip. In addition, when you register on the timeclock, you might provide it with identifiers, such as your name and contact information.

**Purposes of Use:** The Company uses the biometric data to authenticate your identity and uses the identifiers, and clock in/out times to track your time and attendance, ensure compliance with Company policies and applicable law, maintain the security of its facilities, and manage payroll, benefits, and leave.

**Retention:** Except when your unique identifier is required by law to be retained for a longer period, your unique identifier will be permanently deleted promptly after termination of your employment relationship with the Company.

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Signature and Date

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Name

**PROPRIETARY INFORMATION, NON-SOLICITATION,  
AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Proprietary Information, Non-Solicitation, and Intellectual Property Assignment Agreement, including the attached State-Specific Appendix,<sup>1</sup> (the “Agreement”) is made between the undersigned Employee (“I or me”) and Aaron Thomas Company, Inc., a California corporation (“Aaron Thomas Company”).

WHEREAS, I understand and acknowledge that Aaron Thomas Company is engaged in the business of packaging solutions and services that include, but are not limited to, primary and secondary packaging, assembly, shrink wrapping, labeling, and fulfillment (“Business”).

WHEREAS, I desire to establish and maintain an employment relationship with Aaron Thomas Company, Aaron Thomas Company desires to employ me in a position of trust and confidence for its Business, and I wish to be employed in such a position;

WHEREAS, I acknowledge that substantial expenditure of resources will be incurred by Aaron Thomas Company for my training, and my training and employment will require the disclosure of certain Proprietary Information (as defined below) that is proprietary, confidential, and/or business sensitive;

WHEREAS, I desire to enter into this Agreement in order to obtain employment, or continue employment, with Aaron Thomas Company; and

NOW, THEREFORE, in consideration of my employment with Aaron Thomas Company or one of its affiliates (collectively, with all current and future parents, subsidiaries, affiliates, successors, and assigns of Aaron Thomas Company to or for which I provide services or receive Proprietary Information, “the Company”) and the compensation paid to me in such position, the Company’s entrusting to me Proprietary Information relating to the Company’s Business, the Company’s providing me specialized training related to the Company’s Business, and/or the Company’s allowing me access to customers and the ability to use and develop goodwill with them, I agree to and accept the conditions of employment set forth in this Agreement:

**1. Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production, and/or marketing in connection with its current and projected Business and that it is critical for the Company to preserve and protect its proprietary information, its rights in certain inventions and works, and its rights in related intellectual property rights. Accordingly, I am entering into this Agreement, whether or not I am expected to create inventions or other works of value for the Company. I acknowledge that (i) the Company is in the Business within the United States and internationally; (ii) the Company’s business operations and client base are international in scope; and (iii) the Company directly competes with other business entities in the Business (“Direct Competitors”); (iv) over the course

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<sup>1</sup> Employees in California and Illinois are directed to the State-Specific Appendix for important limitations on the scope of this Agreement.

of my career, the Company's business may expand beyond its current Business, and therefore, the definition of Direct Competitors also includes any business engaged in the developing, manufacturing, marketing, or selling of any product(s) and service(s) the Company is developing, manufacturing, marketing, selling, or has plans to develop, manufacture, market, or sell, at the time of my termination of employment in which I had involvement or about which I obtained Proprietary Information (defined below) during the Look Back Period (defined below); (v) my work for the Company will give me access to the confidential affairs and proprietary information of the Company and third parties; (vi) the covenants and agreements contained in this Agreement are essential to the Business and goodwill of the Company; (vii) the Company would not have employed me but for the covenants and agreements set forth in this Agreement; and (viii) the restrictive covenant provisions in this Agreement are necessary to protect the Company's Proprietary Information (including trade secrets) and key business relationships.

**2. Proprietary Information.** *"Proprietary Information"* refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the Business of the Company and of value to it that I first gain knowledge of or access to as a consequence of my employment with the Company so long as the Company has not made it public or authorized public disclosure of it and it is not readily available through lawful and proper means to the public or others in the industry who have no obligation to keep it confidential. I acknowledge that in my position with the Company, I will obtain and/or have access to Proprietary Information regarding the Business of the Company, including, but not limited to: (i) product or service information, including product/service development, fees, costs, and pricing structures, product/service specifications, quality control tests and procedures, and analytical techniques; (ii) financial and business information, such as costs, fees, sales, and profits figures, analyses, forecasts, diagrams, reports, flow charts, manuals and documentation, strategies and plans for future business, new business, potential acquisitions, or divestitures, accounting and business methods, and databases; (iii) marketing information, including marketing strategies, advertising and pricing strategies, and information regarding the markets or sources with which sales are placed, and leads and referrals to prospective clients; (iv) research and development, including trade secrets, innovations, designs, ideas, inventions, and new developments and methods, whether patentable or unpatentable and whether or not reduced to practice; (v) computer software, including operating systems, applications, and program listings; (vi) confidential personnel information maintained in personnel files or known through direct supervision of employees, including compensation and benefits, skills, qualifications, and abilities; (vii) client and vendor information, including client and prospective client lists, vendor lists, information regarding clients and prospective clients such as the identity of the Company's clients, the names of the representatives of the Company's clients responsible for entering into contracts with the Company, the amounts paid by such clients to the Company, client contracts and contract terms, historical transaction data, proposals and related responses and analyses, specific client needs and requirements, specific client risk characteristics, and other information related thereto; and (viii) third-party confidential information that is entrusted to the Company in confidence by third parties with whom the Company does business or is negotiating to do business (*"Third-Party Confidential Information"*), all of which constitute valuable assets of the Company which this Agreement is designed to protect.

Proprietary Information does not include any information that (i) is in or enters the public domain, through no wrongdoing of my own or any third party; (ii) has been disclosed to me by a third party who is not subject to such restriction and who has not directly or indirectly received such information through the wrongdoing of any third party; or (iii) a non-management employee lawfully acquired about wages, hours, or other terms and conditions of employment if used by them for purposes protected by §7 of the National Labor Relations Act (the NLRA) such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, unless the information was entrusted in confidence as part of an employee's job duties.

**3. Confidentiality.** I acknowledge and agree that Proprietary Information is the property of the Company and a special and unique asset of the Company. I acknowledge and agree that Proprietary Information derives independent economic value, actual or potential, from not being generally known by the public or by other persons or entities who can obtain economic value from its use or disclosure, and thus shall be protected. Accordingly, at all times, both during my employment and after its termination, I will keep and hold all Proprietary Information in strict confidence and trust. **Subject to Section 5 below (Protected Conduct)**, I will not use, copy, reproduce, upload, download, transfer, or disclose any Proprietary Information without the prior written consent of the Company in each instance, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company, and I will not take with me or retain in any form any documents or materials or copies containing any Proprietary Information, **subject to Section 5 below (Protected Conduct)**. If I have any questions about what constitutes Proprietary Information, I agree to contact the Company's HR Manager at hr@packaging.com prior to disclosure of such information. The Company and I agree that this Agreement does not alter any obligations I owe to the Company under any other applicable statute or the common law.

The restrictions provided for in this Section 3 shall not be construed to prohibit the use or disclosure of general knowledge and experience customarily relied upon in my trade or profession that is not specific to the particular business matters of the Company (such as its business transactions, customers, employees, or products (existing or under development)), nor shall it be construed to be a form of covenant not to compete (such a construction would be contrary to the intent of the parties). Notwithstanding the foregoing, the unauthorized disclosure of any particular item of Proprietary Information to a competitor will qualify as prohibited misappropriation of the disclosed Proprietary Information.

If, and only if, required by applicable law, the restrictions on use or disclosure of Proprietary Information will only apply for three (3) years after the end of my employment with the Company, where information that does not qualify as a trade secret is concerned; however, the restrictions will continue to apply to trade secret information for as long as the information



at issue remains qualified as a trade secret under applicable law. Any Proprietary Information belonging to a third party (such as confidential financial information) shall remain protected so long as allowed under the laws and/or separate agreements that make them confidential.

**4. Return of Company Property and Proprietary Information.** All documents, supplies, equipment, and other physical property furnished to me by the Company or produced by me or others in connection with my employment (including laptops, monitors, docking stations, documents, files, and other Company property), as well as Proprietary Information, will be and remain the sole property of the Company. **Subject to Section 5 below (Protected Conduct),** I will return to the Company all such items when requested by the Company, excepting only my personal copies of records relating to my employment or compensation and any personal property I bring with me to the Company and designate as such. Even if the Company does not so request, I will upon termination of my employment for any reason return to the Company all Company property, and I will not take with me or retain any such items, **subject to Section 5 below (Protected Conduct).** **Subject to Section 5 below (Protected Conduct),** I shall delete any copy or derivation of Proprietary Information on any computer file, SharePoint site, cloud account, or database maintained by me and, upon request by the Company, I shall certify in writing that I have done so. I acknowledge that my duty to return information upon the termination of my employment is not contingent on any request by the Company, but rather is an affirmative obligation of me. I also agree to perform a diligent search for such information as part of this duty.

**5. Protected Conduct.**<sup>2</sup>

**(a)** Nothing in this Agreement prohibits me from filing a charge or complaint, including opposing or reporting criminal conduct or unlawful employment practices, or otherwise reporting an event that I reasonably and in good faith believe to be a violation of law to an attorney retained by me, law enforcement, or a government agency (such as the Securities and Exchange Commission (SEC), Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Department of Labor (DOL), the state division/agency for human rights, or a local commission on human rights), or from participating in or cooperating in an investigation or proceeding conducted by law enforcement or a government agency.

**(b)** Nothing in this Agreement prevents me from (i) providing testimony, information, or documents if I am legally compelled to do so, or (ii) communicating with the SEC, EEOC, NLRB, DOL, or other governmental agency, including providing documents or other information; however in all cases, I agree to take all reasonable steps that are available (such as redacting information or providing information under seal) to avoid any public disclosure of trade secret information or other confidential business information.

**(c)** Nothing in this Agreement prevents me from testifying in any administrative, legislative, or judicial proceeding, or speaking with law enforcement or an attorney retained by me, concerning alleged criminal conduct or alleged sexual harassment on

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<sup>2</sup> Additional forms of Protected Conduct are included in the State-Specific Appendix below.

the part of the Company or its agents or employees. Nothing in this Agreement limits or affects my right to disclose or discuss sexual harassment or sexual assault disputes.

(d) Nothing in this Agreement prevents the disclosure of information lawfully acquired by a non-management, non-supervisory employee about wages, hours, or other terms and conditions of employment if used by them for purposes protected by §7 of the National Labor Relations Act (the NLRA) such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, unless the information was entrusted in confidence as part of an employee's job duties.

(e) I understand and agree that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (a) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. The Company and I recognize that state and federal law provide additional protection for statutorily defined trade secrets and this Agreement does not waive, alter, or reduce any such additional protections. Likewise, the Company and I agree that this Agreement does not alter, reduce, or modify any obligations I owe to the Company under any other applicable statute or the common law.

**6. Non-Solicitation of Employees.** I agree that during the Restricted Period (defined below), I will not, personally or through the assistance of others, knowingly participate in soliciting or communicating (verbally, electronically, or in writing) with a Covered Worker (defined herein) for the purpose of persuading the Covered Worker to go to work for a Direct Competitor or to end the Covered Worker's relationship with the Company. "**Covered Worker**" means an individual who (i) was employed by the Company on the last day of my employment with the Company or was employed by the Company during the three-month period immediately preceding my last day of employment with the Company; and (ii) during the Look Back Period (defined below), about whom I gained knowledge of through my employment with the Company, with whom I worked directly, whom I supervised, or about whom I acquired Proprietary Information. Nothing herein is intended to be or is to be construed as a prohibition against general advertising such as "help wanted" ads that are not targeted at the Company's employees. Under no circumstances will this Section 6 apply in California post-termination of my employment with the Company.

**7. Non-Solicitation of Customers.** I agree that during the Restricted Period (defined below), I will not, working alone or in conjunction with one or more other persons or entities, whether for compensation or not, on behalf of a Direct Competitor, solicit, assist in soliciting, or facilitate the solicitation of business that is competitive to the Company's Business or for the purpose of disadvantaging the Company's Business in any way, from any and all customers of the Company with respect to whom, during the Look Back Period (defined below), I had Material Business-Related Contact (defined below) or accessed or received Proprietary Information ("**Covered Customer**"). Under no circumstances will this Section 7 apply in California post-termination of my employment with the Company.

**8. Definitions.**

(a) "**Restricted Period**" means during my employment with the Company and for a period of one (1) year from the date my employment with the Company ends, regardless of the reason.

(b) "**Soliciting**" means to interact with someone in an effort to cause or encourage the person or entity to do something, regardless of which party first initiates contact.

(c) "**Look Back Period**" means the last two (2) years of my employment with the Company or such shorter period of time as I have been employed by the Company.

(d) "**Material Business-Related Contact**" means a direct, substantive conference, meeting, correspondence, discussion, or other contact or communication (but not merely a mass mailing, "cold call" telephone solicitation, incidental meeting at trade shows or conventions, or other like incidental contacts), that is intended to result in, lead to, maintain, increase, facilitate, further, or otherwise aid the sale or other provision of product(s) or service(s) sold or provided by the Company.

(e) **Territory.** The non-solicitation covenants in Sections 6 and 7 are understood to be inherently and reasonably limited by geography to those locations and/or places of business where the Covered Customer or Covered Worker is located and available for solicitation. Where (and only where) a different form of geographic limitation is required by applicable law for enforcement, the covenants will be considered limited to my Territory. "**Territory**" means the United States (including state and state-equivalents and county and county-equivalents therein), as the Company and I agree that the Company's Business is conducted nationwide. If I am employed in a sales position, I acknowledge that the geographic scope is reasonable because many of the customers to whom I sell/sold products while employed by the Company are national accounts with locations throughout the country, and therefore, the scope of Proprietary Information to which I had access and the goodwill I build on behalf of the Company will not be limited to any particular county or state within the United States. If I am employed in research or development or in a senior management position (such as a production line or administrative manager) or as a corporate officer (such as Chief Financial Officer, Vice President, or Director), I acknowledge that the geographic scope is reasonable because I am presumed to have participated in the Company's business and/or had Proprietary Information

about the Company's business throughout the United States (including state and state-equivalents and county and county-equivalents therein). Provided, however, if a nationwide Territory is unenforceable, "**Territory**" means the geographic territory(ies) assigned to me by the Company during the Look Back Period (by state, county, or other recognized geographic boundary used in the Company's business); and, if I have no such specifically assigned geographic territory then: (i) those states and counties in which I participated in the Company's business during the Look Back Period; and, (ii) the state(s) and county(ies) where I reside(d) during the Look Back Period.

9. **Reasonableness.** I acknowledge that the restrictions and covenants contained in this Agreement (including but not limited to the temporal and geographic restrictions) are reasonable and necessary to protect the goodwill and legitimate business interests of the Company, including without limitation the Company's Proprietary Information and business, employment, and other relationships.

10. **Intellectual Property Assignment.** I acknowledge I am expected to use my inventive and creative capacities for the benefit of the Company and to contribute, where possible, to the Company's intellectual property in the ordinary course of employment. As used in this Agreement, "**Inventions**" means inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, confidential information, and trade secrets.

(a) **Work for Hire; Assigned Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment will be "**works made for hire**" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that I make, create, conceive, or first reduce to practice during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable, or protectable as trade secrets, and that (i) are developed using equipment, supplies, facilities, or trade secrets of the Company; (ii) result from work performed by me for the Company; or (iii) relate to the Company's Business or actual or demonstrably anticipated research or development (the "**Assigned Inventions**"), will be the sole and exclusive property of the Company.

(b) **Excluded Inventions and Other Inventions.** Attached hereto in the Prior Works Appendix is a list describing all existing Inventions, if any, that may relate to the Company's Business or actual or demonstrably anticipated research or development and that were made by me or acquired by me prior to the Effective Date (as defined in Section 26 below), and which are not to be assigned to the Company ("**Excluded Inventions**"). If no such list is attached, I represent and agree that it is because I have no rights in any existing Inventions that may relate to the Company's business or actual or demonstrably anticipated research or development. For purposes of this Agreement, "**Other Inventions**" means Inventions in which I have or may have an interest, as of the Effective Date or thereafter, other than Assigned Inventions and Excluded Inventions. I acknowledge and agree that if, in the scope of my employment, I use any Excluded Inventions or any Other Inventions or if I include any Excluded Inventions or Other Inventions in

any product or service of the Company or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by the Company of any rights assigned to the Company under this Agreement, I will immediately so notify the Company in writing. Unless the Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to the Company, in such circumstances (whether or not I give the Company notice as required above), a perpetual, irrevocable, nonexclusive, transferable, world-wide, royalty-free license to use, disclose, make, sell, offer for sale, import, copy, distribute, modify, and create works based on, perform, and display such Excluded Inventions and Other Inventions, and to sublicense third parties in one or more tiers of sublicensees with the same rights.

**(c) Exception to Assignment.** Notwithstanding anything herein to the contrary, I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention that qualifies fully under the provisions of any of the following: California Labor Code Section 2870, Delaware Code Title 19 Section 805; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; Nevada Stat. § 600.500; New Jersey Rev. Stat. §34:1B-265; New York Lab. Law § 203-F; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-I through 34-39-3, "Employment Inventions Act"; Washington Revised Code Section 49.44.140; and any other laws limiting the scope of assignable inventions. NOTICE: I acknowledge notice that to the extent one of the foregoing laws applies, my invention assignment agreement will not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used by me and which was developed entirely on my own time, unless: (1) the invention relates directly to the Business or to the Company's actual or demonstrably anticipated research or development; or (2) the invention directly or indirectly results from any work performed by me for the Company. Similarly, to the extent California Labor Code Section 2870 or Illinois 765ILCS1060/1-3 "Employee Patent Act" controls, then the same notice will apply absent the word "directly" in part (1). Likewise, to the extent New York Lab. Law § 203-F controls, then I acknowledge notice that to the extent one of the foregoing laws applies, my invention assignment agreement will not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on my own time, unless: (1) the invention relates, at the time of conception or reduction to practice, to the Business or to the Company's actual or demonstrably anticipated research or development; or (2) the invention results from any work performed by me for the Company. In order to assist in the determination of which inventions qualify for such exclusion, I will promptly disclose in confidence to the Company, or to any persons designated by it, all Inventions being developed by me, either alone or jointly with others, prior to the termination of my employment with the Company or at any time during the one (1) year immediately following such termination and relating to any field that could be competitive or potentially competitive with any business then being conducted or planned by the Company. I agree that any Invention required to be disclosed under the preceding sentence will be rebuttably presumed to have been conceived during my employment and as part of the Assigned Inventions, but I understand that I may overcome this presumption by showing that an invention was either conceived after the termination of my

employment with the Company or qualifies fully for exclusion under the provisions of applicable state law.

(d) **Assignment of Rights.** I agree to assign, and do hereby irrevocably transfer and assign, to the Company: (i) all of my rights, title, and interests in and with respect to any Assigned Inventions; (ii) all patents, patent applications, copyrights, mask works, rights in databases, trade secrets, and other intellectual property rights, worldwide, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (iii) to the extent assignable, any and all Moral Rights (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to any Assigned Inventions and any Excluded Inventions or Other Inventions licensed to the Company under Section 10(b), even after termination of my employment with the Company. “**Moral Rights**” means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, regardless of whether or not such right is denominated or generally referred to as a “moral right.” Notwithstanding the foregoing, I will have the right to make accurate claims in my resume of my participation in the development, creation, or modification of any Assigned Inventions the existence of which has been made public by the Company.

(e) **Assistance.** I will assist the Company in every proper way to obtain and enforce for the Company all patents, copyrights, mask work rights, trade secret rights, and other legal protections for the Assigned Inventions, worldwide. I will execute and deliver any documents that the Company may reasonably request from me in connection with providing such assistance. My obligations under this section will continue beyond the termination of my employment with the Company; provided that the Company agrees to compensate me at a reasonable rate after such termination for time and expenses actually spent by me at the Company’s request in providing such assistance. I hereby appoint the General Counsel of the Company as my attorney-in-fact to execute documents on my behalf for this purpose. I agree that this appointment is coupled with an interest and will not be revocable.

11. **No Breach of Prior Agreements.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality, non-competition, or other agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of my own or of a former employer or third party that are not generally available for use by the public or have not been legally transferred to the Company.

12. **“At Will” Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an “at will” employee of the Company and that my employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or by me. I acknowledge that any statements or

representations to the contrary are ineffective, unless put into a writing signed by the Company. I further acknowledge that my participation in any equity or benefit program is not to be construed as any assurance of continuing employment for any particular period of time.

**13. Use of Name & Likeness.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after my employment, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations.

**14. Notification.** To ensure full compliance with the terms of this Agreement, during the Restricted Period, I shall provide a copy of this Agreement to any future employer. I hereby authorize the Company, during and after the termination of my employment with the Company, to notify third parties, including, but not limited to, actual or potential customers or employers, of the terms of this Agreement and my responsibilities hereunder. I will not assert any claim that such conduct is legally actionable interference or otherwise impermissible regardless of whether or not this Agreement is later found to be enforceable in whole or in part.

**15. Remedies.** In the event of such a breach or a threatened breach of this Agreement, the Company may be entitled to temporary and permanent injunctive relief to enforce this Agreement and all other remedies that may be awarded by a court of competent jurisdiction or arbitrator. If I breach any obligation in this Agreement, I will pay the expenses, including reasonable attorneys' fees, incurred by the Company to establish that breach, to obtain injunctive relief, and/or otherwise to enforce the terms of this Agreement. If under applicable law, the foregoing cannot be enforced without also giving me the right to recover attorneys' fees and costs if deemed the prevailing party, then the foregoing sentence shall not apply and both parties shall bear their own attorneys' fees and costs instead. The Company shall be deemed the prevailing party if it is awarded any part of the legal or equitable relief it seeks, irrespective of whether some of the relief it seeks is denied or modified.

**16. Governing Law; Modification; Severability.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the duties of its employees and the protection of its trade secrets. This Agreement will be governed by and construed in accordance with the laws of the state in which I last primarily resided and worked for the Company. I acknowledge that portions of this Agreement may be modified or overridden by the laws of the state in which I am based for work, and that these modifications or overrides are set forth in the State-Specific Appendix below, which constitutes part of the Agreement and which I have read and understand. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. If a Court or arbitrator determines that at the time this Agreement is presented for enforcement any provisions are

overly broad or unenforceable (such as to time, geography, subject, or scope of restricted activity), the parties agree that the Court or arbitrator shall reform the Agreement to make it enforceable, if allowed by applicable law, to the maximum extent possible, and shall enforce the other terms as written. If, despite the foregoing, any provision contained in this Agreement is determined to be void or unenforceable, in whole or in part, it shall not affect any other part of aspect, that provision, or portion of that provision, shall be severed, and the other provisions of this Agreement shall remain in full force and effect.

**17. Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement. The parties agree that any electronic signature included in this Agreement is intended to authenticate this writing and to have the same force and effect as an original signature by hand in ink. I may decline the use of an electronic signature and instead elect to sign a paper copy of this Agreement by hand in ink. The Company assents to and accepts this Agreement upon me providing my signature either electronically or by hand, and the parties agree that this Agreement will be binding and enforceable without the Company's signature.

**18. Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between the parties hereto with respect to such subject matter with the exception of any arbitration agreement I may have with the Company.

**19. Amendment and Waiver.** This Agreement may be amended only by a written agreement executed by each of the parties to this Agreement. No amendment or waiver of, or modification of any obligation under, this Agreement will be enforceable unless specifically set forth in a writing signed by the party against which enforcement is sought. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement, except as specifically stated below in the State-Specific Appendix. The waiver by the Company of a breach or threatened breach of this Agreement by me shall not be construed as a waiver of any subsequent breach by me. The refusal or failure of the Company to enforce any specific restrictive covenant in this Agreement against me, or any other person for any reason, shall not constitute a defense to the enforcement by the Company of any other restrictive covenant provision set forth in this Agreement.

**20. Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will bind and benefit the parties and their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may assign any of its rights and obligations under this Agreement. If the Company is sold, merged into another entity, or otherwise reorganized, this Agreement shall automatically be assigned to the successor entity, and I shall continue to owe the obligations set forth in this Agreement to the successor entity unless otherwise agreed in writing. In such a circumstance, Proprietary Information shall include information of the



successor entity as well as that of the Company. Furthermore, in the event of a corporate re-organization where my employer changes to another Company affiliate, subsidiary, or parent, I shall owe the obligations set forth in this Agreement to my new employing entity unless otherwise agreed in writing. In such a circumstance, Proprietary Information shall include information of the new employing entity as well as that of the Company. This Agreement may be enforced by any of the Company's parents, subsidiaries, affiliates, successors, or assigns who have a legitimate business interest that would be protected by enforcement of this Agreement. I understand that my obligations under this Agreement are personal in nature, and I will not be entitled to assign or delegate this Agreement or any of my rights or obligations hereunder, whether voluntarily or by operation of law, except with the prior written consent of the Company.

**21. Further Assurances.** The parties will execute such further documents and instruments and take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement. Upon termination of my employment with the Company, I will execute and deliver a document or documents in a form reasonably requested by the Company confirming my agreement to comply with the post-employment obligations contained in this Agreement.

**22. Fairness Extension.** If I fail to comply with a timed restriction in this Agreement, the time period for that restriction will be extended by one day for each day I am found to have violated the restriction, up to a maximum of one (1) year; provided, however, this extension of time shall be capped so the extension of time does not exceed two (2) years following the date my employment with the Company ends.

**23. Survivorship.** The rights and obligations of the parties to this Agreement will survive termination of my employment relationship with the Company. Moreover, this Agreement shall remain in full force and effect throughout my entire employment, regardless of any change in my employment relationship with the Company, whether through promotions, demotions, transfers, changes in compensation, changes in benefits, changes in job duties, changes in responsibilities, changes in title, or otherwise, except as specifically stated below in the State-Specific Appendix.

**24. Opportunity to Review.** I acknowledge and agree that I had the opportunity to review and consider the terms of this Agreement either (a) before accepting an offer of employment with the Company, if I am a new employee; or (b) before signing this Agreement, if I am a current employee.

**25. Effective Date of Agreement.** The effective date of this Agreement shall be the date signed by me below unless this Agreement is entered into as a condition of initial employment or promotion in which case the effective date is the first day of my employment in such new position (whether reduced to writing on that date or not) (the "***Effective Date***").


**26. Export.** The export of technical data or products utilizing technical data to countries outside the United States could violate United States export laws or regulations. I agree

that I will not export such data, directly or indirectly, unless I have specific authorization from the Company.

**Employee acknowledges that Employee has read this Agreement, understands its terms, and has discussed the contents of this Agreement, including the State-Specific Appendix, with Employee's legal counsel or has been afforded the opportunity to do so.**

**Aaron Thomas Company:**

**Employee:**

By:		_____
		Signature
Name:	Aaron Bacon	_____
		Name (Please Print)
Title:	CEO	_____
		Date

## **STATE-SPECIFIC APPENDIX**

The following shall apply to modify provisions of the Agreement, where applicable, based upon the controlling law in the state where I primarily resided and worked when last employed by the Company:

**Low Wage Worker Protections.** The parties acknowledge that some states prohibit or place limitations on the use of covenants not to compete or noncompete covenants with an employee considered to be a low wage worker based on the employee's rate of compensation or overtime exemption status under the Fair Labor Standards Act (a "Low Wage Worker Protection" law, or "LWWP law"). It is the parties' intent not to create any restriction that would violate any controlling state's LWWP law. Where the controlling state's law includes a LWWP law, it is the parties' intent that this Agreement's obligations be construed so as to fit within any applicable exclusion for duty of loyalty obligations, non-solicitation covenants, and confidential information protection covenants recognized under the LWWP law at issue, and that it not create a prohibited covenant not to compete.

### **CALIFORNIA**

If I primarily live and/or work in California, then:

(a) Sections 6 and 7 shall not apply after my employment with the Company ends. However, any conduct relating to the solicitation of Company's customers or employees that involves the misappropriation of the Company's trade secret information or the use of Proprietary Information, such as its protected customer information, will remain prohibited conduct at all times, and nothing in this Agreement shall be construed to limit or eliminate any rights or remedies the Company would have against me under trade secret law, unfair competition law, or other laws applicable in California absent this Agreement; and

(b) in addition to the other forms of **Protected Conduct** in Section 5 above, nothing in the Agreement shall be construed prohibit me from disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful.

### **ILLINOIS**

If I reside in Illinois at the time I enter into this Agreement, as additional mutually agreed upon consideration for the covenants in Sections 6 and 7, the Company shall pay me  .

If Illinois law applies, then:

(a) the employee non-solicitation covenant in Section 6 and the customer non-solicitation covenant in Section 7 shall not apply if I earn equal to or less than \$45,000 annually. This threshold increases by \$2,500 every five years (after 2022) until 2037 ("Illinois Non-Solicit Earnings Threshold"). I further agree (and have received notice from the Company through this Agreement) that if, at the time I sign this Agreement, my earnings do not meet the Illinois Non-

Solicit Earnings Threshold, then the employee non-solicitation covenant in Section 6 and customer non-solicitation covenant in Section 7 will automatically become enforceable against me if and when my earnings meet the Illinois Non-Solicit Earnings Threshold;

(b) I acknowledge that I received a copy of the Agreement (with the State-Specific Appendix) at least 14 calendar days before the Effective Date;

(c) I understand and acknowledge that I have the right and have been advised to consult with an attorney before signing this Agreement; and

(d) in addition to the other forms of **Protected Conduct** in Section 5 above, nothing in the Agreement shall be construed to (i) prohibit, prevent, or otherwise restrict me from reporting any allegations of, or making truthful statement or disclosures about, unlawful conduct to federal, state, or local officials for investigation, including, but not limited to, alleged criminal conduct or any form of unlawful discrimination, harassment, or retaliation that is actionable under the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, or any other related state or federal rule or law that is enforced by the Illinois Department of Human Rights or the Equal Employment Opportunity Commission; or (ii) have the purpose or effect of preventing me from making truthful statements or disclosures about alleged unlawful employment practices is contrary to public policy, void to the extent it prevents such statements or disclosures, and severable from an otherwise valid and enforceable contract. The parties acknowledge my right to (i) report any good faith allegation of unlawful employment practices to any appropriate federal, state, or local government agency enforcing discrimination laws; (ii) report any good faith allegation of criminal conduct to any appropriate federal, state, or local official; (iii) participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws; (iv) make any truthful statements or disclosures required by law, regulation, or legal process; and (v) request or receive confidential legal advice.

## PRIOR WORKS APPENDIX

The following is a complete list of Prior Works that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to clarify are not subject to the Agreement's Intellectual Property Assignment provisions.

- ☐ No Prior Works.
- ☐ I identify the following Prior Works (I will attach additional sheets as necessary):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- ☐ Due to confidentiality agreements with a prior employer, I cannot disclose certain inventions that would otherwise be included on the above list.
- ☐ Additional \_\_\_\_ (#) sheets attached.

Signature of Employee: \_\_\_\_\_

Name of Employee:

Date: \_\_\_\_\_



# Employment Eligibility Verification

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

USCIS  
Form I-9

OMB No.1615-0047

Expires 05/31/2027

**START HERE:** Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

**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 (if any)	Other Last Names Used (if any)		
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's Email Address			Employee's Telephone Number	
<b>I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.</b>		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):					
		<input type="checkbox"/> 1. A citizen of the United States					
		<input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)					
		<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)					
		<input type="checkbox"/> 4. A noncitizen (other than <b>Item Numbers 2. and 3.</b> above) authorized to work until (exp. date, if any)					
		If you check <b>Item Number 4.</b> , enter one of these:					
		USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance	
Signature of Employee					Today's Date (mm/dd/yyyy)		

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

**Section 2. Employer Review and Verification:** Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A		OR	List B	AND	List C	
Document Title 1						
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
Document Title 2 (if any)		<b>Additional Information</b>				
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
Document Title 3 (if any)						
Issuing Authority		<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.				
Document Number (if any)						
Expiration Date (if any)						
<b>Certification:</b> I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears 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.					First Day of Employment (mm/dd/yyyy):	
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)	
Employer's Business or Organization Name			Employer's Business or Organization Address, City or Town, State, ZIP Code			

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.

## LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

\* Documents extended by the issuing authority are considered unexpired.

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

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

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"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the individual's status or parole 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.</li> </ol> </li> </ol> </li> <li>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</li> </ol>		<ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol>		<ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>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</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security               <p style="margin-top: 10px;">For examples, see <a href="#">Section 7</a> and <a href="#">Section 13</a> of the M-274 on <a href="https://uscis.gov/i-9-central">uscis.gov/i-9-central</a>.</p> <p>The Form I-766, Employment Authorization Document, is a List A, <b>Item Number 4.</b> document, not a List C document.</p> </li> </ol>

### Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period.

For receipt validity dates, see the M-274.

<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>• Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	OR	<p>Receipt for a replacement of a lost, stolen, or damaged List B document.</p>	<p>Receipt for a replacement of a lost, stolen, or damaged List C document.</p>
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\*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.



# Supplement A, Preparer and/or Translator Certification for Section 1

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

USCIS  
Form I-9  
Supplement A  
OMB No. 1615-0047  
Expires 05/31/2027

Last Name ( <i>Family Name</i> ) from <b>Section 1</b> .	First Name ( <i>Given Name</i> ) from <b>Section 1</b> .	Middle initial (if any) from <b>Section 1</b> .
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**Instructions:** This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

**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		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**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		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**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		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code

**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		Date ( <i>mm/dd/yyyy</i> )	
Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )		Middle Initial ( <i>if any</i> )
Address ( <i>Street Number and Name</i> )	City or Town	State	ZIP Code





**Supplement B,**  
**Reverification and Rehire (formerly Section 3)**

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

**USCIS**  
**Form I-9**  
**Supplement B**  
OMB No. 1615-0047  
Expires 05/31/2027

Last Name ( <i>Family Name</i> ) from <b>Section 1</b> .	First Name ( <i>Given Name</i> ) from <b>Section 1</b> .	Middle initial (if any) from <b>Section 1</b> .
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**Instructions:** This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )	
<b>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 documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.</b>			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )	
Additional Information (Initial and date each notation.)			<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )	
<b>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 documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.</b>			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )	
Additional Information (Initial and date each notation.)			<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire ( <i>if applicable</i> )	New Name ( <i>if applicable</i> )		
Date ( <i>mm/dd/yyyy</i> )	Last Name ( <i>Family Name</i> )	First Name ( <i>Given Name</i> )	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) ( <i>mm/dd/yyyy</i> )	
<b>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 documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.</b>			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date ( <i>mm/dd/yyyy</i> )	
Additional Information (Initial and date each notation.)			<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.

**Employee's Withholding Certificate**

OMB No. 1545-0074

**Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.****Give Form W-4 to your employer.****Your withholding is subject to review by the IRS.****2025****Step 1:**  
**Enter**  
**Personal**  
**Information**

(a) First name and middle initial	Last name	(b) Social security number
Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
City or town, state, and ZIP code		
(c) <input type="checkbox"/> Single or Married filing separately		
<input type="checkbox"/> Married filing jointly or Qualifying surviving spouse		
<input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

**TIP:** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to determine the most accurate withholding for the rest of the year if: you are completing this form after the beginning of the year; expect to work only part of the year; or have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), dependents, other income (not from jobs), deductions, or credits. Have your most recent pay stub(s) from this year available when using the estimator. At the beginning of next year, use the estimator again to recheck your withholding.

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App).

**Step 2:**  
**Multiple Jobs**  
**or Spouse**  
**Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for the most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; **or**
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate . . . . . ☐

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

<b>Step 3:</b> <b>Claim</b> <b>Dependent</b> <b>and Other</b> <b>Credits</b>	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 \$		
	Multiply the number of other dependents by \$500 . . . . . \$		
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .	<b>3</b>	\$
<b>Step 4</b> <b>(optional):</b> <b>Other</b> <b>Adjustments</b>	(a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b>	\$
	(b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b>	\$
	(c) <b>Extra withholding.</b> Enter any additional tax you want withheld each <b>pay period</b> . .	<b>4(c)</b>	\$

**Step 5:**  
**Sign**  
**Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

\_\_\_\_\_  
**Employee's signature** (This form is not valid unless you sign it.)

\_\_\_\_\_  
**Date**

**Employers**  
**Only**

\_\_\_\_\_  
Employer's name and address

\_\_\_\_\_  
First date of  
employment

\_\_\_\_\_  
Employer identification  
number (EIN)

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

### Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

**Exemption from withholding.** You may claim exemption from withholding for 2025 if you meet both of the following conditions: you had no federal income tax liability in 2024 **and** you expect to have no federal income tax liability in 2025. You had no federal income tax liability in 2024 if (1) your total tax on line 24 on your 2024 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2025 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 17, 2026.

**Your privacy.** Steps 2(c) and 4(a) ask for information regarding income you received from sources other than the job associated with this Form W-4. If you have concerns with providing the information asked for in Step 2(c), you may choose Step 2(b) as an alternative; if you have concerns with providing the information asked for in Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c) as an alternative.

**When to use the estimator.** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) if you:

1. Are submitting this form after the beginning of the year;
2. Expect to work only part of the year;
3. Have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), or number of dependents, or changes in your deductions or credits;
4. Receive dividends, capital gains, social security, bonuses, or business income, or are subject to the Additional Medicare Tax or Net Investment Income Tax; or
5. Prefer the most accurate withholding for multiple job situations.

**TIP:** Have your most recent pay stub(s) from this year available when using the estimator to account for federal income tax that has already been withheld this year. At the beginning of next year, use the estimator again to recheck your withholding.

**Self-employment.** Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to figure the amount to have withheld.

**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

**Step 1(c).** Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

**Step 2.** Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work. Submit a separate Form W-4 for each job.

Option **(a)** most accurately calculates the additional tax you need to have withheld, while option **(b)** does so with a little less accuracy.

Instead, if you (and your spouse) have a total of only two jobs, you may check the box in option **(c)**. The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



**Multiple jobs.** Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

**Step 3.** This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

### Step 4 (optional).

**Step 4(a).** Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

**Step 4(b).** Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2025 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

**Step 4(c).** Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

**Step 2(b)—Multiple Jobs Worksheet** (Keep for your records.)

If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on **only ONE** Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

**Note:** If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App).

- 1 Two jobs.** If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, **skip** to line 3 . . . . . **1** \$ \_\_\_\_\_
- 2 Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
  - a** Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a . . . . . **2a** \$ \_\_\_\_\_
  - b** Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b . . . . . **2b** \$ \_\_\_\_\_
  - c** Add the amounts from lines 2a and 2b and enter the result on line 2c . . . . . **2c** \$ \_\_\_\_\_
- 3** Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. . . . . **3** \_\_\_\_\_
- 4 Divide** the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in **Step 4(c)** of Form W-4 for the highest paying job (along with any other additional amount you want withheld) . . . . . **4** \$ \_\_\_\_\_

**Step 4(b)—Deductions Worksheet** (Keep for your records.)

- 1** Enter an estimate of your 2025 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income . . . . . **1** \$ \_\_\_\_\_
- 2** Enter: 

{	• \$30,000 if you're married filing jointly or a qualifying surviving spouse	}	. . . . .	<b>2</b>	\$ _____
	• \$22,500 if you're head of household				
	• \$15,000 if you're single or married filing separately				

 . . . . .
- 3** If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-" . . . . . **3** \$ \_\_\_\_\_
- 4** Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information . . . . . **4** \$ \_\_\_\_\_
- 5 Add** lines 3 and 4. Enter the result here and in **Step 4(b)** of Form W-4 . . . . . **5** \$ \_\_\_\_\_

**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 with no other entries on the form; 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 territories 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 are not required to provide the information requested on a form that is 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.

**Married Filing Jointly or Qualifying Surviving Spouse**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$700	\$850	\$910	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
\$10,000 - 19,999	0	700	1,700	1,910	2,110	2,220	2,220	2,220	2,220	2,220	2,220	3,220
\$20,000 - 29,999	700	1,700	2,760	3,110	3,310	3,420	3,420	3,420	3,420	3,420	4,420	5,420
\$30,000 - 39,999	850	1,910	3,110	3,460	3,660	3,770	3,770	3,770	3,770	4,770	5,770	6,770
\$40,000 - 49,999	910	2,110	3,310	3,660	3,860	3,970	3,970	3,970	4,970	5,970	6,970	7,970
\$50,000 - 59,999	1,020	2,220	3,420	3,770	3,970	4,080	4,080	5,080	6,080	7,080	8,080	9,080
\$60,000 - 69,999	1,020	2,220	3,420	3,770	3,970	4,080	5,080	6,080	7,080	8,080	9,080	10,080
\$70,000 - 79,999	1,020	2,220	3,420	3,770	3,970	5,080	6,080	7,080	8,080	9,080	10,080	11,080
\$80,000 - 99,999	1,020	2,220	3,420	4,620	5,820	6,930	7,930	8,930	9,930	10,930	11,930	12,930
\$100,000 - 149,999	1,870	4,070	6,270	7,620	8,820	9,930	10,930	11,930	12,930	14,010	15,210	16,410
\$150,000 - 239,999	1,870	4,240	6,640	8,190	9,590	10,890	12,090	13,290	14,490	15,690	16,890	18,090
\$240,000 - 259,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$260,000 - 279,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$280,000 - 299,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$300,000 - 319,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,170	19,170
\$320,000 - 364,999	2,040	4,440	6,840	8,390	9,790	11,100	12,470	14,470	16,470	18,470	20,470	22,470
\$365,000 - 524,999	2,790	6,290	9,790	12,440	14,940	17,350	19,650	21,950	24,250	26,550	28,850	31,150
\$525,000 and over	3,140	6,840	10,540	13,390	16,090	18,700	21,200	23,700	26,200	28,700	31,200	33,700

**Single or Married Filing Separately**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$200	\$850	\$1,020	\$1,020	\$1,020	\$1,370	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$2,040
\$10,000 - 19,999	850	1,700	1,870	1,870	2,220	3,220	3,720	3,720	3,720	3,720	3,890	4,090
\$20,000 - 29,999	1,020	1,870	2,040	2,390	3,390	4,390	4,890	4,890	4,890	5,060	5,260	5,460
\$30,000 - 39,999	1,020	1,870	2,390	3,390	4,390	5,390	5,890	5,890	6,060	6,260	6,460	6,660
\$40,000 - 59,999	1,220	3,070	4,240	5,240	6,240	7,240	7,880	8,080	8,280	8,480	8,680	8,880
\$60,000 - 79,999	1,870	3,720	4,890	5,890	7,030	8,230	8,930	9,130	9,330	9,530	9,730	9,930
\$80,000 - 99,999	1,870	3,720	5,030	6,230	7,430	8,630	9,330	9,530	9,730	9,930	10,130	10,580
\$100,000 - 124,999	2,040	4,090	5,460	6,660	7,860	9,060	9,760	9,960	10,160	10,950	11,950	12,950
\$125,000 - 149,999	2,040	4,090	5,460	6,660	7,860	9,060	9,950	10,950	11,950	12,950	13,950	14,950
\$150,000 - 174,999	2,040	4,090	5,460	6,660	8,450	10,450	11,950	12,950	13,950	15,080	16,380	17,680
\$175,000 - 199,999	2,040	4,290	6,450	8,450	10,450	12,450	13,950	15,230	16,530	17,830	19,130	20,430
\$200,000 - 249,999	2,720	5,570	7,900	10,200	12,500	14,800	16,600	17,900	19,200	20,500	21,800	23,100
\$250,000 - 399,999	2,970	6,120	8,590	10,890	13,190	15,490	17,290	18,590	19,890	21,190	22,490	23,790
\$400,000 - 449,999	2,970	6,120	8,590	10,890	13,190	15,490	17,290	18,590	19,890	21,190	22,490	23,790
\$450,000 and over	3,140	6,490	9,160	11,660	14,160	16,660	18,660	20,160	21,660	23,160	24,660	26,160

**Head of Household**

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$450	\$850	\$1,000	\$1,020	\$1,020	\$1,020	\$1,020	\$1,870	\$1,870	\$1,870	\$1,890
\$10,000 - 19,999	450	1,450	2,000	2,200	2,220	2,220	2,220	3,180	4,070	4,070	4,090	4,290
\$20,000 - 29,999	850	2,000	2,600	2,800	2,820	2,820	3,780	4,780	5,670	5,690	5,890	6,090
\$30,000 - 39,999	1,000	2,200	2,800	3,000	3,020	3,980	4,980	5,980	6,890	7,090	7,290	7,490
\$40,000 - 59,999	1,020	2,220	2,820	3,830	4,850	5,850	6,850	8,050	9,130	9,330	9,530	9,730
\$60,000 - 79,999	1,020	3,030	4,630	5,830	6,850	8,050	9,250	10,450	11,530	11,730	11,930	12,130
\$80,000 - 99,999	1,870	4,070	5,670	7,060	8,280	9,480	10,680	11,880	12,970	13,170	13,370	13,570
\$100,000 - 124,999	1,950	4,350	6,150	7,550	8,770	9,970	11,170	12,370	13,450	13,650	14,650	15,650
\$125,000 - 149,999	2,040	4,440	6,240	7,640	8,860	10,060	11,260	12,860	14,740	15,740	16,740	17,740
\$150,000 - 174,999	2,040	4,440	6,240	7,640	8,860	10,860	12,860	14,860	16,740	17,740	18,940	20,240
\$175,000 - 199,999	2,040	4,440	6,640	8,840	10,860	12,860	14,860	16,910	19,090	20,390	21,690	22,990
\$200,000 - 249,999	2,720	5,920	8,520	10,960	13,280	15,580	17,880	20,180	22,360	23,660	24,960	26,260
\$250,000 - 449,999	2,970	6,470	9,370	11,870	14,190	16,490	18,790	21,090	23,280	24,580	25,880	27,180
\$450,000 and over	3,140	6,840	9,940	12,640	15,160	17,660	20,160	22,660	25,050	26,550	28,050	29,550



## Employee's Withholding Allowance Certificate

Complete this form so that your employer can withhold the correct California state income tax from your pay.

<b>Personal Information</b>	
First, Middle, Last Name	Social Security Number
Address	Filing Status
City State ZIP Code	Single or Married (with two or more incomes) Married (one income) Head of Household

1. Use Worksheet A for Regular Withholding allowances. Use other worksheets on the following pages as applicable.

1a. Number of Regular Withholding Allowances (**Worksheet A**)

1b. Number of allowances from the Estimated Deductions (**Worksheet B**)

1c. Total Number of Allowances you are claiming

2. Additional amount, if any, you want withheld each pay period (if employer agrees), (**Worksheet C**)

OR

### Exemption from Withholding

3. I claim exemption from withholding for 2025, and I certify I meet both conditions for exemption.

(Check box here)

OR

4. 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 and the Veterans Benefits and Transition Act of 2018.

(Check box here)

Under penalty 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.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Employer's Section:</b> Employer's Name and Address	California Employer Payroll Tax Account Number
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The *Employee's Withholding Allowance 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.

As of January 1, 2020, the *Employee's Withholding Allowance Certificate* (Form W-4) from the Internal Revenue Service (IRS) is used for federal income tax withholding **only**. You must file the state form DE 4 to determine the appropriate California PIT withholding.

If you do not provide your employer a completed DE 4, your employer must use Single with Zero withholding allowance.

**Check Your Withholding:** After your 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 and the state DE 4. You may claim exempt from withholding California income tax if you meet both of the following conditions for exemption:

1. You did not owe any federal and state income tax last year, and
2. You do not expect to owe any federal and state income tax this year.

If you continue to qualify for the exempt filing status, a new DE 4 designating **exempt** must be submitted by February 15 each year to continue your exemption. If you are not having federal and state income tax withheld this year but expect to have a tax liability next year, you are required to give your employer a new DE 4 by December 1.

**Member Service Civil Relief Act:** Under this act, as provided by the Military Spouses Residency Relief Act and the Veterans Benefits and Transition Act of 2018, you may be exempt from California income tax withholding 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 4**. You may be required to provide proof of exemption upon request.

The [California Employer's Guide \(DE 44\)](http://edd.ca.gov/pdf_pub_ctr/de44.pdf) (edd.ca.gov/pdf\_pub\_ctr/de44.pdf) provides the income tax withholding tables. This publication can be found by visiting [Payroll Taxes - Forms and Publications](http://edd.ca.gov/Payroll_Taxes/Forms_and_Publications.htm) (edd.ca.gov/Payroll\_Taxes/Forms\_and\_Publications.htm). To assist you in calculating your tax liability, visit the [Franchise Tax Board \(FTB\)](http://ftb.ca.gov) (ftb.ca.gov).

If you need information on your last *California Resident Income Tax Return* (FTB Form 540), visit the [FTB](http://ftb.ca.gov) (ftb.ca.gov).

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**Notification:** 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 \(CCR\)](http://govt.westlaw.com/calregs/Search/Index) (govt.westlaw.com/calregs/Search/Index), the FTB or the EDD may 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. 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](http://leginfo.ca.gov/faces/codes.xhtml) (leginfo.ca.gov/faces/codes.xhtml) and section 19176 of the [Revenue and Taxation Code](http://leginfo.ca.gov/faces/codes.xhtml) (leginfo.ca.gov/faces/codes.xhtml).

# Worksheets

## 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 or Multiple Incomes:** When earnings come from more than one source, under-withholding 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 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:

- (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 percent 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 and enter on line 1a of the DE 4                   | (F) |

## Instructions — 2 — Additional Withholding Allowances (Optional)

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

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 itemized deductions for California taxes for this tax year as listed in the schedules in the FTB Form 540   | 1.   |
| 2. Enter \$11,080 if married filing joint with two or more allowances, unmarried head of household, or qualifying widow(er) with dependent(s) or \$5,540 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 [go to line 9]);<br>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<br>enter this number on line 1b of the DE 4. Complete Worksheet C, if needed, otherwise <b>stop here</b> .   | 8.   |
| 9. If line 6 is greater than line 5;<br>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. Then, complete Worksheet C.  | 11.  |

\*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, call our Taxpayer Assistance Center at 1-888-745-3886.



## Worksheet C

## Additional Tax Withholding and Estimated Tax

1. Enter estimate of total wages for tax year 2025. 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 2025 tax rate schedules below. 8.
9. Enter personal exemptions (line F of Worksheet A x \$149). 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 2025. 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 2025. 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 2025. 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 2025 Only*

**Single Persons, Dual Income Married  
or Married With Multiple Employers**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$10,756	1.100%	\$0	\$0.00
\$10,756	\$25,499	2.200%	\$10,756	\$118.32
\$25,499	\$40,245	4.400%	\$25,499	\$442.67
\$40,245	\$55,866	6.600%	\$40,245	\$1,091.49
\$55,866	\$70,606	8.800%	\$55,866	\$2,122.48
\$70,606	\$360,659	10.230%	\$70,606	\$3,419.60
\$360,659	\$432,787	11.330%	\$360,659	\$33,092.02
\$432,787	\$721,314	12.430%	\$432,787	\$41,264.12
\$721,314	\$1,000,000	13.300%	\$721,314	\$77,128.03
\$1,000,000	and over	14.630%	\$1,000,000	\$114,834.25

**Married Persons**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$21,512	1.100%	\$0	\$0.00
\$21,512	\$50,998	2.200%	\$21,512	\$236.63
\$50,998	\$80,490	4.400%	\$50,998	\$885.32
\$80,490	\$111,732	6.600%	\$80,490	\$2,182.97
\$111,732	\$141,212	8.800%	\$111,732	\$4,244.94
\$141,212	\$721,318	10.230%	\$141,212	\$6,839.18
\$721,318	\$865,574	11.330%	\$721,318	\$66,184.02
\$865,574	\$1,000,000	12.430%	\$865,574	\$82,528.22
\$1,000,000	\$1,442,628	13.530%	\$1,000,000	\$99,237.37
\$1,442,628	and over	14.630%	\$1,442,628	\$159,124.94

**Unmarried/Head of Household**

IF THE TAXABLE INCOME IS		COMPUTED TAX IS		
OVER	BUT NOT OVER	OF AMOUNT OVER...	PLUS	
\$0	\$21,527	1.100%	\$0	\$0.00
\$21,527	\$51,000	2.200%	\$21,527	\$236.80
\$51,000	\$65,744	4.400%	\$51,000	\$885.21
\$65,744	\$81,364	6.600%	\$65,744	\$1,533.95
\$81,364	\$96,107	8.800%	\$81,364	\$2,564.87
\$96,107	\$490,493	10.230%	\$96,107	\$3,862.25
\$490,493	\$588,593	11.330%	\$490,493	\$44,207.94
\$588,593	\$980,987	12.430%	\$588,593	\$55,322.67
\$980,987	\$1,000,000	13.300%	\$980,987	\$104,097.24
\$1,000,000	and over	14.630%	\$1,000,000	\$106,669.70

If you need information on your last California Resident Income Tax Return, FTB Form 540, visit [FTB](https://ftb.ca.gov) ([ftb.ca.gov](https://ftb.ca.gov)).

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. More information is in the instructions that came with your last California resident income tax return.

# Employee Direct Deposit Enrollment Form

**Payroll Manager—Please complete this section and enter data into your ADP Payroll system for employee enrollment. Then contact your CSR or AE for further instructions on how to update your employee's direct deposit information to ADP. NOTE: YOUR COMPANY NAME MUST BE FILLED IN BEFORE DISTRIBUTING THIS FORM TO YOUR EMPLOYEE FOR COMPLETION. (Please print.)**

Company Code: \_\_\_\_\_ Company Name: \_\_\_\_\_ Employee File Number: \_\_\_\_\_  
Payroll Mgr. Name: \_\_\_\_\_ Payroll Mgr. Signature: \_\_\_\_\_

To enroll in Full Service Direct Deposit, simply fill out this form and give it to your payroll manager. Attach a voided check for each checking account – not a deposit slip. If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check MICR line, detailing where the information necessary to complete this form can be found.

The diagram shows a sample check MICR line: **⑆012345678⑆ 123456789⑆ 0101**. Three boxes with arrows point to specific parts of the line:

- Routing/Transit #**  
(A 9-digit number always between these two marks)
- Checking Account #**
- Check #**  
(this number matches the number in the upper right corner of the check—not needed for sign-up)

**Important! Please read and sign before completing and submitting.**

I hereby authorize Employer, either directly or through its payroll service provider, to deposit any amounts owed me, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by Employer, either directly or through its payroll service provider, to my account. Unless prohibited by applicable law, in the event that Employer deposits funds erroneously into my account, I authorize Employer, either directly or through its payroll service provider, to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until Employer and Bank have received written notice from me of its termination in such time and in such manner as to afford Employer and Bank reasonable opportunity to act on it.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Account Information

The last item must be for the remaining amount owed to you. To distribute to more accounts, please complete another form. **Make sure to indicate what kind of account, along with amount to be deposited, if less than your total net paycheck.**

1. Bank Name/City/State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_ Account Number: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Other I wish to deposit: \$ \_\_\_\_\_ . \_\_\_\_\_ or ☐ Entire Net Amount or % \_\_\_\_\_

2. Bank Name/City/State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_ Account Number: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Other I wish to deposit: \$ \_\_\_\_\_ . \_\_\_\_\_ or ☐ Entire Net Amount or % \_\_\_\_\_

3. Bank Name/City/State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_ Account Number: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Other I wish to deposit: \$ \_\_\_\_\_ . \_\_\_\_\_ or ☐ Entire Net Amount or % \_\_\_\_\_

## ATTENTION PAYROLL MANAGER:

**Employers must keep each original employee enrollment form on file as long as the employee is using FSDD, and for two years thereafter.**

## Equal Employment Opportunity (EEO-1) Employee Self-Identification Form

The Equal Employment Opportunity Commission (EEOC) requires organizations with 100 or more employees to complete an EEO-1 report each year. Your employer invites you to self-identify gender and race/ethnicity. Completion of this data is VOLUNTARY and will not affect your opportunity for employment, or terms or conditions of employment. This form will be used for EEO-1 reporting purposes only and will be kept separate from all other personnel records only accessed by Human Resources.

Full Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

PLEASE ANSWER THE FOLLOWING QUESTIONS:

What is your Gender? ☐ Male ☐ Female ☐ I choose not to self-identify

**What is your race/ethnicity?** Please mark the box that describes the race/ethnicity category with which you primarily identify.

- ☐ **Hispanic or Latino:** a person of Cuban, Mexican, Chicano, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- ☐ **White (Not Hispanic or Latino):** a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- ☐ **Black or African American (Not Hispanic or Latino):** a person having origins in any of the black racial groups of Africa.
- ☐ **Asian (Not Hispanic or Latino):** a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- ☐ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino):** a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- ☐ **American Indian or Alaska Native (Not Hispanic or Latino):** a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- ☐ **Two or More Races (Not Hispanic or Latino):** a person who primarily identifies with two or more of the above race/ethnicity categories.
- ☐ **I do not wish to disclose.**

Thank you for your participation.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Refusal to complete this form will not subject you to any adverse treatment. This form will be used for governmental reporting purposes only. If we have not received your completed form, the Company will interpret that to mean you have declined self-identification and will be required to obtain the necessary information from visual identification and/or other available information.

## Company Policies

### 1.0 PURPOSE

Procedure outlining general company policies.

### 2.0 SCOPE

Employee policies are addressed here in part. For a full compilation of employee policies refer to the Employee Handbook.

### 3.0 RELATED DOCUMENTS

Employee Handbook

### 4.0 PROCEDURE (GENERAL)

#### 4.1 Absentee Policy

- 4.1.1 Employees must call in prior to the start of their shift to report their absence.
- 4.1.2 An absence will be considered “excused” if the employee brings written documentation of a doctor/medical visit for an illness of one’s self or immediate family. The immediate family is defined as the employee’s child or spouse who lives in the employee’s home.
- 4.1.3 Employees absent for three or more consecutive days must have a doctor’s note/excuse before returning to work.
- 4.1.4 Employees absent for three or more consecutive days who have not called to report their absence will be deemed **Voluntary Quit**.
- 4.1.5 Job absences will not include Personal Time Off (PTO), holidays, layoffs, funeral leave, military leave, jury duty, and authorized leaves of absence. Industrial injuries and/or illnesses will be excluded if the proper documentation and procedures are followed.

#### 4.2 Late Arrive Policy

- 4.2.1 An employee will be considered tardy if he/she has not punched in by their scheduled start time. An employee who fails to punch when entering the plant will be presumed tardy. An employee who fails to punch when leaving will be presumed to have left early.
- 4.2.2 An employee arriving late three or more times within a calendar quarter are subject to disciplinary action up to and including termination.

#### 4.3 Work Area Policy

- 4.3.1 No visitors allowed within the factory without signing the visitor’s register and wearing a visitor’s badge.
- 4.3.2 No incoming personal telephone calls during work hours (emergency messages will be given to employees in written form).
- 4.3.3 The Aaron Thomas Company is a smoke-free environment. Smoking is permitted outside the employee entrance within designated smoking zones.
- 4.3.4 No food, drink, or chewing gum is allowed in the production area, warehouse, maintenance, or Quality Control departments.
- 4.3.5 Purses and backpacks are not allowed in the production, warehouse, maintenance and Quality Control departments. It is recommended that purses and backpacks be locked in your car trunk or provided lockers.

- 4.3.6 The Aaron Thomas Company subscribes to a Drug-Free workplace. Any use of non-prescription drugs or alcohol is strictly forbidden on-site and will constitute immediate termination if proven to be under the influence while on-site. The use of a medical drug screening is at the discretion of the company and may be used in a random testing basis.
- 4.3.7 Safety is everyone's responsibility. All safety rules and regulation must be followed. Safety instructions given by supervisors will be followed. Failure to do so can result in immediate termination.
- 4.3.8 Accidents must be reported immediately to department manager and line leader/supervisor. Persons having, or involved in an industrial accident will be required to take a drug test.
- 4.3.9 No cellular phones, pagers, personal music players, radios, or personal electronics are permitted on the premises at any time without permission.
- 4.3.10 Absolutely no glass or ceramic items are permitted within the Production or Warehouse areas, such as but not limited to: all liquid beverages in glass bottles, coffee cups, glass serving plates, et cetera.

#### 4.4 General Policies

- 4.4.1 Shoes – Proper footwear should be worn when in the warehouse or production areas. Under no circumstances are open-toed or sandal type footwear permitted. Tennis shoes or canvas tops are not recommended. Shoelaces must be tied, and shoes secure. Non slip sole is required.
- 4.4.2 *Clean/Laundered Clothing* – For safety reasons, proper attire is required. Socks must be worn and cover the ankle area. Halter tops, shorts, tank tops, or sleeveless garments are not permitted. Failure to comply will result in immediate suspension pending review of prior instances, to include resulting in possible termination.
- 4.4.3 Hair – Long hair must be worn up off of the shoulders. Beards must be neatly trimmed. Hair nets and beard bags are required in all warehouse locations outside of offices and employee cafeterias.
- 4.4.4 Personal Hygiene
  - 4.4.4.1 Hands must be washed after breaks, lunch and each visit to the restroom. Hand washing and sanitizing procedures will be required on all production lines.
  - 4.4.4.2 *No jewelry of any kind is permitted in the production or warehouse areas, including watches, fitness bands, earrings, rings, wedding rings, and body piercings.*
  - 4.4.4.3 Clothing must be free of soiled areas, holes, or offensive language.
  - 4.4.4.4 Regular daily personal hygiene is required. Use of soap, shampoo, and deodorants is required.
  - 4.4.4.5 No employee can work on or near open, exposed, or raw foods or cosmetics while wearing band-aids, have open cuts, sores, wounds or acne pustules on their exposed body parts (such as the face, neck, hands, arms or are clearly visible).
- 4.4.5 Theft

- 4.4.5.1 The company has established an ongoing policy regarding theft. Employees may be subject to personal interviews should a problem exist
- 4.4.5.2 Employees caught in the act of stealing will be terminated immediately and can be prosecuted to the full extent of the law.
- 4.4.5.3 No product may be removed from the premises at any time without written consent of the plant manager.
- 4.4.6 Time Clocks
  - 4.4.6.1 Employees are responsible for clocking in and out each day
  - 4.4.6.2 Time worked is all the time actually spent on the job performing assigned duties.
  - 4.4.6.3 Time that is not recorded on a daily basis will not be paid. Employees must verify that the time clock has successfully recorded their time in or out, otherwise they must report it to their supervisor immediately.
  - 4.4.6.4 Employees leaving the facility and/or the premises, not on company business, must clock out before leaving and clock in when returning. Employees are responsible for being at their workstations at the designated time or be subject to disciplinary action.
  - 4.4.6.5 Altering or falsifying time records may result in disciplinary action, up to and including termination of employment.
- 4.4.7 Payday
  - 4.4.7.1 All employees are paid weekly on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. For data processing time requirements, the employer holds one payroll period.
  - 4.4.7.2 In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.
  - 4.4.7.3 If a regular payday falls during an employee's Paid Time Off (PTO), the employee's paycheck will be available upon his or her return from PTO.
  - 4.4.7.4 Except in approved circumstances, checks will not be distributed prior to noon on Fridays.
  - 4.4.7.5 Checks will only be distributed to the employee named on the check, unless a signed note is sent to release the check. In this event, the signature will be verified with records on hand and identification will be required from the individual to whom the check is released.
- 4.4.8 Overtime
  - 4.4.8.1 When operating requirements or other needs cannot be met during regular working hours, hourly employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive a supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.
  - 4.4.8.2 Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action.

- 4.4.9 Harassment (in the workplace) will not be tolerated in any form. Harassment includes, but is not limited to religious, race, color, sex, sexual orientation, gender identity, national origin, disability, age, or genetic information including medical history. Sexual advances, requests for sexual favors, verbal, physical or visual displays of a sexually harassing nature, harassing jokes, verbal or written harassing comments, sharing lewd images, and bullying can constitute unlawful harassment and will be dealt with aggressively, up to and including termination. Employees shall report unlawful behavior to a supervisor or to Human Resources.
- 4.4.10 Engaging in acts of discrimination or harassment in the workplace is absolutely unacceptable and considered grounds for disciplinary action up to and including termination.
- 4.4.11 Open Door Policy
- 4.4.11.1 Aaron Thomas Company has an open door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or some other member of management. If this discussion does not answer your question or resolve the matter to your satisfaction, you may next present your question or concern to the General Manager or any member of senior management. At any time, you may discuss your concern with Human Resources.
- 4.4.12 Complaint/Grievance Procedure
- 4.4.12.1 Any employee who wants to report an incident of discrimination, harassment, or any other unlawful or unethical behavior should promptly report the matter to corporate Human Resources Manager at 714-894-4468 or by email at HR@packaging.com. Reports and concerns may be made anonymously if the employee wishes. Employees can raise concerns and make reports without fear of reprisal. Aaron Thomas Company prohibits retaliation against anyone who, acting in good faith, reports such discrimination, brings a complaint regarding it, or participates in an investigation concerning it.
- 4.4.12.2 Any supervisor or manager who becomes aware of possible discrimination or other unlawful harassment should promptly advise the Human Resources in a timely and confidential manner.
- 4.4.12.3 Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns or problems to our attention so we can take appropriate steps to address the situation. Aaron Thomas Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

Approved:	Date:	Authorized:	Date:
<hr/>		<hr/>	
Nick Jones, Operations Manager		Clementina Eley, Quality Assurance Manager	

**Policies are subject to change. Please refer to the Employee Handbook for more information. Any changes will be posted.**

I have read the above company policies and accept them as a condition of my employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# Notice at Collection and Privacy Policy for HR Individuals Who Reside in California

Last Updated: **August 2023**

**Aaron Thomas Company, Inc.** and its subsidiaries and affiliated companies ("**Company**") takes your privacy seriously. We want you to know how we collect, use, and disclose your personal information.

**California Notice at Collection:** Company collects the personal information identified in Section 1 for the purposes identified in Section 3 and retains it for the period described in Section 5. We do not sell your personal information or disclose it for cross-context behavioral advertising ("sharing"). We also do not collect or process sensitive personal information for the purpose of inferring characteristics about you. To the extent you provide Company with personal information about your dependents, spouse, beneficiaries, or emergency contacts, you are responsible for providing this notice to them.

## Assistance For The Disabled

Alternative formats of this Privacy Policy are available to individuals with a disability. Please contact [hr@packaging.com](mailto:hr@packaging.com) for assistance.

## This Privacy Policy explains:

1. The categories of personal information we collect about you
2. The categories of sources from which we collect your personal information
3. The purposes for which we use your personal information
4. How we may disclose your personal information
5. How long we keep your personal information
6. Your privacy rights and how to exercise them
7. Changes to this Privacy Policy

## Scope:

This Privacy Policy applies to the personal information of California residents who are (a) employees, (b) independent contractors, temporary staffing agency employees, interns, volunteers, owners, board members, and other individuals who perform work for Company (collectively "**Non-Employee Workers**"), or (c) employees' and Non-Employee Workers' dependents, emergency contacts, and beneficiaries ("**Related Contacts**"), (all collectively, "**HR Individuals**") in their role as HR Individuals. This Privacy Policy informs HR Individuals about the categories of personal information Company has collected about them in the preceding twelve months as well as the categories of personal information that the Company will collect about HR individuals in the future.

Except where the Privacy Policy specifically refers only to a specific category of HR Individuals, e.g., employees, this Privacy Policy refers to all categories of HR Individuals collectively.

**"Personal information"** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular HR Individual.

"Personal information" does not include:

- Information publicly available from government records or made publicly available by you or with your permission;
- Deidentified or aggregated information;
- Information excluded from the CPRA's scope, such as:

- protected health information covered by the Health Insurance Portability and Accountability Act (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”) or medical information covered by California Confidentiality of Medical Information Act (“CMIA”); or
- personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (“FCRA”), the Gramm-Leach-Bliley Act (“GLBA”), or the California Financial Information Privacy Act (“FIPA”).

## 1) THE CATEGORIES OF PERSONAL INFORMATION WE COLLECT ABOUT YOU

We may collect the following categories of personal information. Not all categories may be collected about every HR Individual.

### A. Employees

- **Identifiers**, for example: real name, alias, telephone number, postal address, e-mail address, signature, bank account name and number for direct deposits, Social Security number for example for tax purposes, driver’s license number, and photographs.
- **Professional or Employment-Related Information**, for example: educational institutions attended, degrees and certifications, licenses, work experience and previous employers, professional memberships and affiliations, union representation, seniority, training, employment start and ending dates, and job title.
- **Compensation and benefits information for employees**, for example: salary, bonus and commission, equity compensation information, hours and overtime, leave information, bank details (for payroll and reimbursement purposes only), benefits in which you may be enrolled, and identifying information for dependents and beneficiaries.
- **Non-public educational information**, for example: academic transcripts.
- **Commercial Information**, for example: business travel and expense records.
- **Internet or Other Electronic Network Activity Information**, for example: Internet browsing and search history while using Company’s network, log in/out and activity on Company’s electronic resources, interactions with Company’s Internet web site, application, or advertisement, and publicly available social media activity.
- **Sensory or Surveillance Data**, for example: voice-mails, recordings of meetings or video-conferences, and footage from video surveillance cameras.
- **§ 1798.80**: personal information described under Cal. Civ. Code § 1798.80 to the extent not already included in other categories here, such as benefit information to administer short and long-term benefits as well as other benefit plans.
- **Preferences**, for example, hobbies and leisure activities, membership in voluntary/charitable/public organizations, and preferences regarding work tools, travel, hours, food for company events, etc.
- **Inferences**, for example, Company might infer characteristics from activity on Company’s electronic resources, e.g., willingness to try new technologies.
- **Characteristics of Protected Classifications Under California or Federal Law for employees**, for example: race, age, national origin, disability, sex, and veteran status as necessary to comply with legal obligations and to support diversity and inclusion programs; disability, medical condition, and pregnancy, childbirth, breastfeeding, and related medical conditions, as necessary to comply with Federal and California law related to leaves of absence and accommodation; and marital and familial status as necessary to provide benefits to employees and for tax purposes.
- **Biometric information**, for example, a fingerprint for a biometric timeclock.
- **Geolocation data**, for example: GPS tracking on Company vehicles.

### B. Non-Employee Workers

Company collects the categories of personal information listed in Section 1.A, above, *excluding* the following categories: (a) Compensation and benefits information for employees and (b) Characteristics of protected classifications under California or federal law for employees.

In addition, Company collects the following personal information regarding Non-Employee Workers:

- Compensation: Amounts paid to Non-Employee Workers for services rendered;

### C. Related Contacts

- Company only collects contact information about emergency contacts.
- Company may collect the following categories of personal information about spouses or domestic partners, dependents, and beneficiaries: (a) Identifiers; (b) Commercial Information if, for example, Company arranges travel for a dependent to attend a Company event; (c) Internet Activity Information if the individual uses Company electronic resources and web sites; (d) Sensory or Surveillance Data if the individual enters Company facilities; (e) § 1798.80 personal information, such as insurance policy numbers if the individual is covered by Company insurance or health information, for example, infectious disease testing when a Related Contact attends a Company event; and (f) Protected Categories of Personal Information, for example, childbirth to administer parental leave, marital status to pay taxes, and familial status to administer benefits.

**Note on inferring characteristics:** Company does not collect or process sensitive personal information or characteristics of protected classifications for the purpose of inferring characteristics about the HR Individual.

## 2) THE CATEGORIES OF SOURCES FROM WHICH WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information from the following categories of sources. Not all categories apply to every HR Individual.

- **You**, for example, in your job application, forms you fill out for us, assessments you complete, surveys you submit, and any information you provide us during the course of your relationship with us.
- **Your spouse or dependent** with respect to their own personal information.
- **Vendors and service providers**, for example, law firms.
- **Affiliated companies**, for example, when an employee works on a cross-enterprise team.
- **Third parties**, for example, job references, business partners, professional employer organizations or staffing agencies, insurance companies.
- **Automated technologies** on Company's electronic resources, for example, to track logins and activity across Company network.
- **Surveillance/recording technologies installed by Company**, for example, video surveillance in common areas of Company facilities, global positioning system ("GPS") technologies, voicemail technologies, webcams, audio recording technologies, and blue-tooth technologies, any of these with consent to the extent required by law.
- **Government or administrative agencies**, for example, law enforcement, public health authorities, California Department of Industrial Relations, Employment Development Department.
- **Acquired company**, if Company acquired your employer, Company might collect personal information from that employer.

## 3) THE PURPOSES FOR WHICH WE USE YOUR PERSONAL INFORMATION

### A. General Purposes

We may use the personal information we collect for one or more of the following purposes:

- **Fulfilling the purpose for which you provided the information or at your direction.** For example, if you share your name and contact information to apply for a job or become an employee, we will use that personal information in connection with your employment or potential employment.
- **Administering the employment relationship** including, but not limited to, human resources administration, payroll processing, benefits administration, leave programs, corporate travel and other business expenses, timekeeping, managing work supplies, grievance or disciplinary matters, diversity and inclusion, ascertaining

your fitness to work, drug and alcohol screening, worker's compensation administration, occupational health surveillance, direct threat analysis, and facilitating employee communication and collaboration.

- **Managing and/or analyzing all aspects of employee performance** including, but not limited to, talent management, periodic reviews, performance tracking, promotions, retention, discipline, education, training and development, and data analytics.
- **Administering the relationship with Non-Employee Workers**, including, but not limited to, evaluating the Non-Employee Worker's qualifications, negotiating and executing work contracts, orientation and familiarization with Company's working environment, administering the contractual relationship including payments, facilitating communications, and workforce satisfaction.
- **Administering the relationship with Related Contacts**, including, but not limited to, communications, managing and administering benefits, and managing participation in Company events.
- **Promoting Company and creating a positive environment in the workplace**, including, but not limited to, planning and running Company events, conducting surveys, running contests, and supporting diversity, equity, and inclusion.
- **Ensuring compliance with Company policies and applicable laws and regulations**, including, but not limited to, developing and enforcing policies and procedures, authenticating your identity, conducting internal audits and investigations, administering Company's whistleblower hotline, and preparing reports.
- **Protecting health and safety** of HR Individuals, visitors, customers, and the public, including, but not limited to, responding to medical emergencies, reducing the risk of exposure to infectious disease and preventing its spread in compliance with applicable laws and regulations, and protecting the safety and security of Company's facilities.
- **Managing the security and integrity of our information and electronic resources** including, but not limited to, monitoring use of our electronic resources, preventing unauthorized access to our electronic resources, preventing malicious software distribution, debugging, audits, disaster recovery, business continuity, and cyber security.
- **Running our business**, including, but not limited to, customer service, project management, research, data analysis, and development, quality assurance and improvement, managing licenses, permits, and authorizations applicable to Company's business operations, maintaining records, and efficiently managing and operating administrative, information technology, and communications systems, risk management and insurance functions, budgeting, financial management and reporting, and strategic planning.
- **Providing, supporting, personalizing, and improving our website and online services** relating to your prospective, current, or former employment or engagement.
- **Protecting the rights or property of Company**, including, but not limited to, detecting and prevent fraud or other types of wrongdoing, managing litigation involving Company, and other legal disputes and inquiries, crisis management, dispute resolution, reporting suspected criminal conduct to law enforcement and cooperating in investigations, short-term transient use of personal information, responding to requests or orders from governmental agencies, exercising Company's rights under applicable law, and supporting any claim, defense, or declaration involving the Company in a case or before a jurisdictional and/or administrative authority, arbitration, or mediation panel.
- **In connection with a corporate transaction**, transfer, or assignment of assets, merger, divestiture, or other changes of control or our financial status or any of related subsidiaries or affiliates.

#### **B. Purposes Specific To Certain Categories Of Employees' Personal Information**

We may use the categories of employees' personal information listed in this Section 3.B for the purposes stated below:

##### **Purposes For Using Employees' Health Information:**

- To the extent necessary to comply with Company's legal obligations, such as to accommodate disabilities
- To conduct a direct threat analysis in accordance with the Americans with Disabilities Act and state law
- For workers' compensation purposes
- For occupational health surveillance
- For occupational health and safety compliance and record-keeping
- To conduct fitness-for-duty examinations
- To administer leaves of absence and sick time

- To provide a wellness program
- To respond to an employee's medical emergency

#### **Purposes For Using Employees' Protected Categories Of Information:**

Company collects information about race, age, national origin, disability, sex, and veteran status as necessary to comply with legal obligations, including the reporting requirements of the federal Equal Employment Opportunity Act, The Office of Federal Contracting Compliance Programs (applicable to government contractors), and California's Fair Employment and Housing Act. Company also collects information about disability status to the extent an employee may need special assistance during emergencies from Company or from first responders.

Company also collects the following characteristics (in addition to those listed above) for its diversity and inclusion programs (including analytics): (a) religion, (b) sex, (c) gender, (d) pregnancy, (e) childbirth, (f) breastfeeding, or related medical conditions, (g) sexual orientation, (h) disability, (i) gender identity, (j) gender expression, (k) marital status, (l) age, (m) familial status, or (n) ancestry.

In addition, Company uses this personal information for purposes including:

- with respect to disability, medical condition, familial status, marital status, and pregnancy, childbirth, breastfeeding, and related medical conditions: as necessary to comply with Federal and California law related to leaves of absence and accommodation;
- with respect to military and veteran status: as necessary to comply with leave requirements under applicable law and for tax purposes;
- with respect to age: incidentally to the use of birth date for birthday celebrations and identity verification;
- with respect to religion and pregnancy, childbirth, breastfeeding, and related medical conditions: as necessary for accommodations under applicable law;
- with respect to protected classifications, such as national origin: to the extent this information is contained in documents that you provide in I-9 documentation; and
- with respect to marital status and familial status: for Company events and as necessary to provide benefits and for tax purposes.
- Company collects personal information about membership in protected categories on a purely voluntary basis, except where required by law, and uses the information only in compliance with applicable laws and regulations.

#### **C. Deidentified Information**

At times, Company converts personal information into deidentified information using reasonable measures to ensure that the deidentified information cannot be associated with the individual ("Deidentified Information"). Company maintains Deidentified Information in a deidentified form and does not attempt to reidentify it, except that Company may attempt to reidentify the information solely for the purpose of determining whether its deidentification processes ensure that the information cannot be associated with the individual.

#### **4) HOW WE MAY DISCLOSE YOUR PERSONAL INFORMATION**

Company generally maintains personal information related to HR Individuals as confidential. However, from time to time, Company may have a legitimate business need to disclose personal information. In that event, Company discloses information within the categories of personal information listed in Section 1, above, only to the minimum extent necessary to achieve the purpose of the disclosure and only if the disclosure is permitted by the CPRA and other applicable laws.

#### **A. Disclosures for Business Purposes**

Company may disclose each of the categories of personal information listed in Section 1, above, to the following categories of third parties for the following "business purposes", as that term is defined under the CPRA:

- **Service providers:** Company may disclose to service providers any of the categories of personal information listed in Section 1, above, for the business purpose of performing services on Company's behalf and, in particular, for the specific purposes described in Section 3, above.
- **Auditors, lawyers, consultants, and accountants engaged by Company:** Company may disclose the categories of personal information listed in Section 1, above, to these services providers or contractors for the business purpose of auditing compliance with policies and applicable laws, in addition to performing services on the Company's behalf.
- **Affiliated companies:** Company may disclose any of the categories of personal information listed in Section 1, above, to other companies within the **[insert name of family of companies]** family of companies for the business purposes of (a) auditing compliance with policies and applicable laws, (b) helping to ensure security and integrity, (c) debugging, (d) short-term transient use, (e) internal research, and (f) activities to maintain or improve the quality or safety of a service or device.

## **B. No Sales or Sharing**

Company does not sell or "share" (disclose to a third party for cross-context behavioral advertising) your personal information in connection with the HR relationship. In addition, we have no actual knowledge that we sell or share the personal information of individuals of any age in connection with the HR relationship, including the personal information of children under 16.

## **C. Disclosures to Others**

Company may disclose personal information to the following additional categories of third parties although these disclosures may be for purposes in Section 3, above, other than a business or commercial purpose as defined by the CPRA:

- **Your direction:** We may disclose your personal information to third parties at your direction.
- **Clients:** This may include, for example, disclosing a sales representative's contact information to clients.
- **Affiliated companies:** Other companies within the **[insert name of family of companies]** family of companies, for example, of you work on a cross-enterprise team.
- **Business partners:** For example, Company might disclose your business contact information to a co-developer of a new product or service with which you will be working.
- **Government or administrative agencies:** These may include, for example the Internal Revenue Service to pay taxes or the California Department of Industrial Relations as required to resolve workers' compensation claims.
- **Public:** Company may disclose your personal information to the public as part of a press release, for example, to announce promotions or awards. If you do not want your personal information in press releases, please contact **HR@packaging.com**. Company does not disclose sensitive personal information to the public.
- **Required Disclosures:** We may be required to disclose personal information (a) in a court proceeding, (b) in response to a court order, subpoena, civil discovery request, other legal process, or (c) as otherwise required by law.
- **Legal Compliance and Protections:** We may disclose personal information when we believe disclosure is necessary to comply with the law or to protect the rights, property, or safety of Company, HR Individuals, or others.
- **Corporate Transactions:** We may disclose your personal information in connection with a corporate merger, consolidation, bankruptcy, the sale of all, or substantially all, of our membership interests and/or assets or other corporate change, including to any prospective purchasers.

## **5) HOW LONG WE KEEP YOUR PERSONAL INFORMATION**

Company keeps your personal information no longer than necessary for the purposes described in Section 3 above and in accordance with our **Personal Document Management Procedure** available **for review upon request to**

**HR@packaging.com**, unless Company is required to retain your personal information longer by applicable law or regulation, by administrative needs, by legal process, or to exercise or defend legal claims.

## **6) YOUR PRIVACY RIGHTS AND HOW TO EXERCISE THEM**

### **A. Your California Privacy Rights**

Subject to applicable law, HR Individuals have the following rights:

- **Right to Know:** You have the right to submit a verifiable request up to twice in a 12-month period for specific pieces of your personal information and for information about Company's collection, use, and disclosure of your personal information.  
Please note that the CPRA's right to obtain specific pieces does not grant a right to the whole of any document that contains personal information, but only to discrete items of personal information. Moreover, HR Individuals have a right to know categories of sources of personal information and categories of external recipients to which personal information is disclosed, but not the individual sources or recipients.
- **Right to Delete:** You have the right to submit a verifiable request for the deletion of personal information that you have provided to Company.
- **Right to Correct:** You have the right to submit a verifiable request for the correction of inaccurate personal information maintained by Company, taking into account the nature of the personal information and the purposes of processing the personal information.

### **B. How to Exercise Your Rights**

Company will respond to requests to know, delete, and correct in accordance with applicable law if it can verify the identity of the individual submitting the request. You can exercise these rights in the following ways:

- Call 877-667-8688
- Email **HR@packaging.com** Or Complete the request form available at [www.packaging.com](http://www.packaging.com)

### **C. How We Will Verify Your Request**

Otherwise, we match personal information that you provide us against personal information we maintain in our files. The more risk entailed by the request (*e.g.*, a request for specific pieces of personal information), the more items of personal information we may request to verify your identity. If we cannot verify your identity to a sufficient level of certainty to respond securely to your request, we will let you know promptly and explain why we cannot verify your identity.

### **D. Authorized Agents**

You may designate an authorized agent to exercise your right to know, to correct, or to delete. If an authorized agent submits a request on your behalf, the authorized agent must submit with the request another document signed by you that authorizes the authorized agent to submit the request on your behalf. In addition, we may ask you or your authorized agent to follow the applicable process described above for verifying your identity. You can obtain the "Authorized Agent Designation" form by contacting us at **HR@packaging.com**.

In the alternative, you can provide a power of attorney compliant with the California Probate Code.

### **E. Company's Non-Discrimination and Non-Retaliation Policy**

Company will not unlawfully discriminate or retaliate against you for exercising your rights under the California Privacy Rights Act.

## **7. CHANGES TO THIS PRIVACY POLICY**

If we change this Privacy Policy, we will post those changes on this page and update the Privacy Policy modification date above.

### **For More Information**

For questions or concerns about Company's privacy policies and practices, please contact us at **[HR@packaging.com](mailto:HR@packaging.com)**.