



## Aaron Thomas Company, Inc.

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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

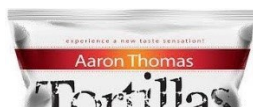
JOB TITLE

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

\_\_\_\_\_

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

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



## MUTUAL ARBITRATION AGREEMENT

**This Mutual Arbitration Agreement is a contract and covers important issues relating to Your rights. It is Your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of Your choice outside the Company or to refrain from doing so if that is Your choice.**

**Este Acuerdo de Arbitraje Mutuo es un contrato y cubre aspectos importantes de tus derechos. Es tu absoluta responsabilidad leerlo y entenderlo. Tienes la libertad de buscar asistencia de asesores independientes de tu elección fuera de la Empresa o de abstenerse de buscar asistencia si esa es tu elección. Se le proporcionará una copia de este Acuerdo en español previa solicitud.**

This Mutual Arbitration Agreement ("Agreement") is between You ("You", "Your", "I", or "Employee") and Aaron Thomas Company (the "Company"). For purposes of this Agreement, any reference to the Company is intended to broadly include any Aaron Thomas Company entity that You have applied for employment with and/or that employs or has employed You at anytime (including, without limitation, Aaron Thomas Company, Inc.<sup>1</sup> and any of its parents, subsidiaries, and affiliates). The Federal Arbitration Act ("FAA") (9 U.S.C. § 1 et seq.) governs and applies to this Agreement and arbitration proceedings. All claims and disputes covered by this Agreement will be decided by a single arbitrator through final and binding arbitration **and not by way of court or jury trial**.

**1) COVERED CLAIMS:** This Agreement is intended to be as broad as legally permissible, and, unless specifically excluded in Section 2 below, applies to all claims or controversies, past, present, or future, including without limitation, claims arising out of or related to Your application and selection for employment, employment, and/or the termination of Your employment, that otherwise would be resolved in a court of law or before a forum other than arbitration. This Agreement applies to any covered dispute or claim that the Company may have against You or that You may have against the Company, and/or any of its past, present, or future:

- officers, directors, shareholders, employees, members, agents,
- parents, subsidiaries, affiliates, Sub S corporations, and other d/b/a entities,
- benefit plans, and the plans' sponsors, fiduciaries, administrators, affiliates or agents, and
- predecessors, successors, or assigns,

each and all of which may enforce this Agreement as a direct or third-party beneficiary.

Unless specifically excluded in Section 2 below, this Agreement applies, without limitation, to claims based upon or related to discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), breach of a contract or covenant, privacy, seating, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation or any monies claimed to be owed, meal breaks and rest periods, termination, tort claims, common law claims, equitable claims, and claims arising under the Defend Trade Secrets Act, Fair Credit Reporting Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family and Medical Leave Act, Pregnancy Discrimination Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and any and all claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable. But the preceding sentence does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and it does not apply to the Class Action Waiver or PAGA Individual Action Requirement, each as further described below. Notwithstanding any other clause or language in this Agreement and/or any rules or procedures that might otherwise apply because of this Agreement or any amendments and/or modifications to those rules, any disputes concerning the Ending Forced Arbitration of Sexual Assault

<sup>1</sup> This also includes, without limitation, Aaron Thomas Company, Inc. and ATCO Packaging.com, Inc.

and Sexual Harassment Act, and/or any claim that all or any portion of the Class Action Waiver or PAGA Individual Action Requirement is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator.

**2) EXCLUDED CLAIMS AND LIMITATION ON HOW THIS AGREEMENT APPLIES:** These claims are not covered under this Agreement: (i) claims for workers compensation benefits, state disability insurance and unemployment insurance benefits; however, the Agreement applies to discrimination or retaliation claims based upon seeking such benefits; (ii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974 ("ERISA"); (iii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; and (iv) disputes that may not be subject to a pre-dispute arbitration agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at the election of Employee). If any claim(s) not covered under this Agreement above are combined with claims that are covered under this Agreement, to the maximum extent permitted under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

Nothing in this Agreement prevents Employee from making a report to or filing a claim or charge with a governmental agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Occupational Safety and Health Administration, or law enforcement agencies, and nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. Nothing in this Agreement prevents or excuses a party from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration. The Company will not retaliate against You for filing a claim with an administrative agency or for exercising rights under the National Labor Relations Act. This Agreement also does not prevent or prohibit You from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

**3) NOTICE AND DEMAND:** The Company and I agree that the party initiating the claim must make a written demand for arbitration of the claim to the other party by the expiration of the statute of limitations (deadline for filing) that the law requires for the claim. The demand for arbitration shall identify the claim(s) asserted and relief and/or remedy sought. Written demand for arbitration to the Company must be sent to the Legal Department, currently at 7421 Chapman Ave., Garden Grove CA 92841. Employee will be given notice of any demand for arbitration by the Company at the last home address in the Company's personnel files. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court.

**4) PROCEDURES:** You and the Company will mutually select the neutral Arbitrator, who must make disclosures to both parties. If the parties cannot mutually agree to an Arbitrator, the arbitration will be administered by the American Arbitration Association ("AAA"), and except as provided in this Agreement, will be under the then current Employment Arbitration Rules of the AAA ("AAA Rules") (the AAA Rules are available via the internet at [www.adr.org/employment](http://www.adr.org/employment) or by using a service such as Google to search for "AAA Employment Arbitration Rules"); provided, however, that if there is a conflict between the AAA Rules and this Agreement, this Agreement shall govern. Unless the parties jointly agree otherwise, the Arbitrator must be a retired judge from any jurisdiction. Unless the parties jointly agree otherwise, the arbitration will take place in the county where You are employed or were last employed by the Company.

If the parties cannot mutually agree to an Arbitrator, the Arbitrator will be selected as follows: AAA will give each party a list of nine (9) potential arbitrators (who are subject to the qualifications in the preceding paragraph) drawn from its panel of arbitrators. Each party will have ten (10) calendar days to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual will be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties will strike names alternately from the list of common names by telephone conference administered by AAA, with the claimant to strike first, until only one remains. If no common name remains on the lists of all parties, AAA will furnish an additional list of nine (9) arbitrators from which the parties will strike alternately by telephone conference administered by AAA, with the claimant to strike first, until only one name remains. That person will be

designated as the Arbitrator. If the individual selected cannot serve, AAA will issue another list of nine (9) arbitrators and repeat the alternate striking selection process. If AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral arbitrator, who shall act under this Agreement with the same force and effect as if he or she had been specifically named herein.

The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The Arbitrator will apply the substantive federal, state, or local law applicable to the claims asserted. Either party may file dispositive motions, including without limitation a motion to dismiss and/or a motion for summary judgment and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure.

**5) CLASS AND COLLECTIVE ACTION WAIVERS:** The Company and I agree to bring any claim on an individual basis only. Accordingly, THE COMPANY AND I WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A CLASS AND/OR COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM ("Class Action Waiver"). Additionally, no arbitration proceeding under this Agreement may be consolidated or joined in any way with an arbitration proceeding involving claims by different parties.

The Class Action Waiver will be severable from this Agreement if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class and/or collective action must be litigated in a civil court of competent jurisdiction—not in arbitration—but any portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

**6) CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT ("PAGA") INDIVIDUAL ACTION REQUIREMENT:** You and the Company agree to arbitrate PAGA claims on an individual basis only. Therefore, any claim by you under PAGA to recover for unpaid wages, civil penalties, or other individual relief must be arbitrated under this Agreement. The Arbitrator is without authority to preside over any PAGA claim by You on behalf of any other person or joined by or consolidated with another person's or entity's PAGA claim. This PAGA Individual Action Requirement clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but any portion of the PAGA Individual Action Requirement that is enforceable shall be enforced in arbitration.

**7) DISCOVERY AND SUBPOENAS:** Employee and the Company are entitled to adequate civil discovery sufficient to explore the factual basis of the claims and defenses asserted. Accordingly, each party may take the deposition of 3 individual fact witnesses and any expert witness designated by another party. Each party also may propound requests for production of documents and 10 interrogatory requests to the other party. And each party may also subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third parties, in accordance with any applicable state or federal law. Additional discovery may be conducted by mutual stipulation, and the Arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the arbitrator's determination whether additional discovery is warranted by the circumstances of a particular case.

**8) FEES AND COSTS:** The Company will pay all costs and expenses unique to arbitration, including without limitation the Arbitrator's fees, except for the filing fee (if any) as required by the mutually selected Arbitrator or AAA Rules (if the parties do not mutually select the Arbitrator) but You will not be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The Company will pay any remaining portion of the initial fee and also will pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees. Any party may be represented by an attorney selected by the party. Each party will pay for its own costs and attorneys' fees, if any, except that the Arbitrator may award reasonable fees to the prevailing party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration.

**9) CONSIDERATION:** The mutual obligations by the Company and You to arbitrate provide consideration for this Agreement. Your offer of employment, employment, and/or continued employment provide additional and/or separate consideration for this Agreement.

**10) AWARD:** The Arbitrator will issue an award by written opinion within thirty (30) days from the date the arbitration hearing concludes or the post hearing briefs (if requested by either party) are received, whichever is later. The Arbitrator's opinion will be in writing and include the factual and legal basis for the award. The parties agree that any arbitration award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding brought by any other party. Either party may petition a court of competent jurisdiction to confirm, enforce, correct or vacate the Arbitrator's opinion and award.

**11) ENTIRE AGREEMENT:** This is the complete agreement of the parties about arbitration of covered disputes and constitutes a stand-alone contract to arbitrate; any contractual disclaimers the Company has in any handbooks, other agreements, or policies do not apply to this Agreement. Unless this Agreement is not entered into or is deemed void, unenforceable, or invalid in its entirety, Employee and the Company expressly agree that this Agreement supersedes any other arbitration agreement between You and the Company. This Agreement will survive the termination of your employment and the expiration of any benefit, and it will continue to apply if your employment is ended but later renewed.

**12) CONSTRUCTION:** Except as provided in the Class and Collective Action Waivers and California PAGA Individual Action Requirement sections above (which include their own severability provisions), if any provision of this Agreement is adjudged to be invalid, unenforceable, unconscionable, void or voidable, in whole or in part, such adjudication will not affect the validity of the remainder of the Agreement. All remaining provisions will remain in full force and effect. If the FAA does not apply to a particular dispute or to one or both parties, the parties agree that the arbitration law of the jurisdiction where the arbitration will take place will apply. This Agreement does not alter the "at-will" status of Your employment.

#### **AGREED BY EMPLOYEE AND THE COMPANY**

**I HAVE CAREFULLY READ AND UNDERSTAND THIS MUTUAL ARBITRATION AGREEMENT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT BY WET SIGNATURE (IF THIS IS A PAPER COPY) OR BY USING AN ELECTRONIC SIGNATURE ON THE AGREEMENT OR ON SEPARATE SCREEN (IN WHICH CASE YOUR NAME, SIGNATURE, AND DATE MAY NOT APPEAR ON THIS AGREEMENT), I AM AGREEING TO THIS AGREEMENT AND AGREE TO ARBITRATE CLAIMS COVERED BY THIS AGREEMENT. ADDITIONALLY, I AUTHORIZE THE USE OF AN ELECTRONIC SIGNATURE TO SHOW MY ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT, AND UNDERSTAND AND ACKNOWLEDGE THAT AN ELECTRONIC SIGNATURE IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE.**

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE NAME PRINTED



\_\_\_\_\_  
SIGNATURE OF AUTHORIZED COMPANY REP.

\_\_\_\_\_  
CEO

\_\_\_\_\_  
TITLE OF REPRESENTATIVE

**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 [REDACTED].

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. 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: \_\_\_\_\_

**Notice at Collection for Tennessee 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



# 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)		Additional Information				
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)						
Certification: 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		LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization	OR	Documents that Establish Identity	AND Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		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	1. A Social Security Account Number card, unless the card includes one of the following restrictions:  (1) NOT VALID FOR EMPLOYMENT  (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION  (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		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	2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:  a. Foreign passport; and  b. Form I-94 or Form I-94A that has the following:  (1) The same name as the passport; and  (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.		5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security  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> .  The Form I-766, Employment Authorization Document, is a List A, <b>Item Number 4.</b> document, not a List C document.
		8. Native American tribal document	
		9. Driver's license issued by a Canadian government authority	
For persons under age 18 who are unable to present a document listed above:			
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		10. School record or report card	
		11. Clinic, doctor, or hospital record	
		12. Day-care or nursery school record	
Acceptable Receipts			
May be presented in lieu of a document listed above for a temporary period.			
For receipt validity dates, see the M-274.			
• Receipt for a replacement of a lost, stolen, or damaged List A document.  • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.  • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

\*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 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.



## **Section 4 Attendance and Punctuality**

Here at Aaron Thomas Company, we function as a team. Irregular attendance, tardiness, and leaving early impose undue hardship upon the company's operation and fellow employees. Attendance is a condition of employment and our attendance policy is designed to maintain attendance at appropriate levels to ensure proper staffing.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, they must call their supervisor at least one hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their manager or Human Resources. The Company will investigate the situation and any errors will

be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

## **Occurrences**

Employees will not be subject to disciplinary action for absences, tardies or early departures that are legally protected or otherwise excused as defined above. Additionally, employees will not be subject to disciplinary action if they call to report their absence at least one hour before the start of their shift and they give an honest explanation.

For each day of absence that is not legally protected or otherwise excused, that absence will be recorded as one (1) occurrence. A period of consecutive workdays missed will be counted as one (1) occurrence.

Unless an employee works in a location with a mandatory sick leave rule, employees who are absent due to illness or injury may be required to present a return to work slip signed by their doctor if the Company has reason to suspect the employee is not being truthful or for any other lawful reason. If documentation is not provided this type of absence might be recorded as one (1) occurrence.

If an employee is scheduled to work on a Saturday or holiday but does not report, that will be recorded as one (1) occurrence, unless the reason is legally protected or otherwise excused.

An employee who is tardy for their shift will receive one (1/2) of an occurrence if tardy is informed at least 15 minutes before of their scheduled start time, if tardy is not informed, or is informed within 15 minutes before of their scheduled start time, tardy will be recorded as one (1) occurrence, unless the reason is legally protected or otherwise excused.

If an employee leaves their scheduled shift early at their own request without a 2 business days notice, and after obtaining their supervisor's permission, it will be recorded as one half (1/2) occurrence, unless the reason is legally protected or otherwise excused. If an employee leaves their scheduled shift early due to an emergency, documentation needs to be provided to avoid (1/2) occurrence.

If an employee is scheduled to work overtime as an extension of their regular shift but does not work the time scheduled, it will be recorded as one half (1/2) of an occurrence, unless the reason is legally protected or otherwise excused. Leaving without the supervisor's approval and walking off the job will be considered "quitting" unless the reason is legally protected or otherwise excused.

Employees, who complete 90 consecutive working days of perfect attendance, will be awarded one half (1/2) bonus occurrence. A "bonus occurrence" means that an employee will be permitted to clear one half (1/2) occurrence points from their record. Perfect attendance is defined as no absences, no tardiness, no early leaves, and attendance at all scheduled overtime, in accordance with applicable law. If the reason for an absence, tardy or early departure that occurs

within a 90 day period is legally protected or otherwise excused, the employee will still be permitted to clear ½ of an occurrence points.  
Bonus occurrences may only be used to clear occurrences that are already on an employee's record and may not be accumulated for future use.

#### **4.5 Corrective Action**

Accumulation of occurrences will result in the following disciplinary actions:

- Documented Verbal Warning -- A verbal warning will be issued at four (4) occurrences within a "rolling" twelve (12) month period.
- Written Warning -- A written warning will be issued at eight (8) occurrences within a "rolling" twelve (12) month period.
- Suspension -- A three (3) day suspension (without pay) will be issued at twelve (12) occurrences within a "rolling" twelve (12) month period.
- Termination -- Employees will be terminated at sixteen (16) occurrences within a "rolling" twelve (12) month period.

"Rolling twelve (12) month period" means that an occurrence will stay on an employee's record for a period of twelve (12) months before being removed. For example, an absence on June 2, 2023 will be removed from the attendance record on June 2, 2024.

As stated above, employees will not receive occurrence points for absences, tardies or early departures that are legally protected or otherwise excused. If you believe you have received an occurrence point or have been subject to disciplinary action for a legally protected attendance issue or one that should be otherwise excused, please make a report immediately to Human Resources. All reports will be investigated and any mistakes will be corrected as soon as possible.

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Employee Signature & Date