

**NOTICE TO EMPLOYEE**  
*Labor Code section 2810.5*

**EMPLOYEE**

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

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

**EMPLOYER**

Legal Name of Hiring Employer: \_\_\_\_\_

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])?    Yes    No

Other Names Hiring Employer is "doing business as" (if applicable):

\_\_\_\_\_

Physical Address of Hiring Employer's Main Office:

\_\_\_\_\_

Hiring Employer's Mailing Address (if different than above):

\_\_\_\_\_

Hiring Employer's Telephone Number: \_\_\_\_\_

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

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

Physical Address of Main Office: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**WAGE INFORMATION**

Rate(s) of Pay: \_\_\_\_\_ Overtime Rate(s) of Pay: \_\_\_\_\_

Rate by (check box):    Hour    Shift    Day    Week    Salary    Piece rate    Commission

Other (provide specifics): \_\_\_\_\_

Does a written agreement exist providing the rate(s) of pay? (check box)    Yes    No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement?    Yes    No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

\_\_\_\_\_

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: \_\_\_\_\_

## WORKERS' COMPENSATION

Insurance Carrier's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
 Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: \_\_\_\_\_

## PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
  1. requesting or using accrued sick days;
  2. attempting to exercise the right to use accrued paid sick days;
  3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
  4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: *(Check one box)*

- 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): \_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT

*(Optional)*

\_\_\_\_\_  
(PRINT NAME of Employer representative)

\_\_\_\_\_  
(PRINT NAME of Employee)

\_\_\_\_\_  
(SIGNATURE of Employer Representative)

\_\_\_\_\_  
(SIGNATURE of Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

The employee's signature on this notice merely constitutes acknowledgement of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

**THOMAS DALE & ASSOCIATES**  
**Harassment, Discrimination and Retaliation Prevention Policy**

The Company is an equal opportunity employer. The Company is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**Harassment Prevention**

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, clients, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

**Non-Discrimination**

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful

discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

### Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation and will not tolerate or permit retaliation by management, employees or co-workers.

### Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Mr. Elfmont and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact Mr. Elfmont and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

### Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to Mr. Elfmont as soon as possible after the incident. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to Mr. Elfmont so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

<b>Confirmation of Receipt of Harassment, Discrimination and Retaliation Prevention Policy</b>	
I have received my copy of the Company's Harassment, Discrimination and Retaliation Prevention Policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy. I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.	
Employee's Signature:	
Employee's Printed Name:	
Date:	

**THOMAS DALE & ASSOCIATES**  
**Rest and Meal Period Policy and Acknowledgment**  
(Non-Exempt Employees)

**Rest Periods**

All nonexempt employees are entitled to rest periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out. You are required to remain on the work premises or the premises of your client assignment during your rest break(s). You are expected to return to work promptly at the end of any rest break.

Non-exempt employees will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours of work (or major fraction thereof, which is defined as any amount of time over two [2] hours). Generally, rest breaks are taken in the middle of each four-hour work period. A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

**Meal Periods**

**Length and Timing of Meal Periods**

All non-exempt employees will be provided an uninterrupted unpaid meal period of 30 minutes if you work more than five (5) hours in a workday. If you work more than 10 hours in a workday, you will be provided a second, unpaid meal period of 30 minutes.

Your first meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work). If you are eligible for a second meal period, it will be provided no later than the end of your 10th hour of work.

**Waiving a Meal Period**

You may waive your first meal period if: (1) your total work period for the day is more than five hours but no more than six hours; (2) it is mutually agreed upon by you and the Company in advance of the meal period; and (3) it is waived in writing.

Depending on the circumstances, you may be able to waive your second meal period if: (1) you took the first meal period; (2) your total hours worked for the day is no more than twelve hours; (3) it is mutually agreed upon by you and the Company in advance of the meal period; and (4) it is waived in writing.

**“On-Duty” Meal Periods**

On-duty meal periods are proper under certain limited circumstances. An on-duty meal period is proper under the circumstances if: (1) the nature of the work prevents you from being relieved of all duty; (2) it is paid; (3) it is mutually agreed upon by you and the Company in advance of the meal period; and (4) such agreement can be revoked at any time.

However, due to the nature of the Company’s business it is not always possible to meet all of the above conditions for an on-duty meal period. In such case, the Company will pay non-exempt employees who are required to work through their meal period for: the duration of the meal period (e.g., 30 minutes); one additional hour of pay at the employee’s regular rate of pay; and count the time worked through the meal period as hours worked for overtime purposes and pay any such overtime, where applicable.

Time Keeping Requirements for Meal Periods

You must sign out for your meal period and sign back in when you return. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go from the assigned work site. You are expected to return to work promptly at the end of any meal period. Falsifying or altering your timesheet is not permissible and is subject to disciplinary action, up to and including termination. Tampering with another employee's attendance record is not permissible.

Questions and Concerns Regarding Meal Periods

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify Mr. Elfmont.

**Acknowledgment**

**I acknowledge that I have read and reviewed the foregoing. I understand the Company's meal and rest period policies and acknowledge that I will be provided meal breaks and that I am required to sign-in and -out for my meal breaks, effective immediately.**

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

\_\_\_\_\_  
[Employee Signature]

\_\_\_\_\_  
[Employee Printed Name]

**THOMAS DALE & ASSOCIATES**

**Meal Period Waiver**

(Non-Exempt Employees – Shift 6 Hours or Less)

Employee Name:

I am scheduled to work a shift of 6 hours or less on:

Date(s):

From the hours of \_\_\_\_\_ a.m./p.m. (circle one) to \_\_\_\_\_ a.m./p.m. (circle one).

I understand that:

- I may waive my 30-minute unpaid meal period only when my work and/or scheduled shift will be completed in 6 hours or less in one workday.
- In order for this waiver to be valid, an authorized company official must also authorize the waiver in writing by signing below.
- I may revoke this agreement to waiver, in writing, my meal period at any time by signing this form as indicated below.

Employee Signature:

Date Submitted:

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**REVOCAATION**: I hereby revoke my meal period waiver request.

Employee Signature:

Date

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**For Employer Use Only**

**Check One:**

- Your meal period waiver request has been approved and submitted.
- Your meal period waiver request has been denied.

Signature:

Date:

Print Name:

Title:



**THOMAS DALE & ASSOCIATES**  
**On-Duty Meal Period**  
(Non-Exempt Employees When Applicable)

Employee Name:

I am normally scheduled to work:

From the hours of \_\_\_\_\_ a.m./p.m. (circle one) to \_\_\_\_\_ a.m./p.m. (circle one).

My job duties on these days are as follows:

I understand that:

- Based on objective criteria listed above, I am prevented from being relieved of all duty.
- An on-duty meal period is not valid merely because it is desired or helpful.
- Even if all of the circumstances exist to allow an on-duty meal period, I must still be provided with the opportunity to eat my meal while performing the duties required.
- In order for an on-duty meal period to be valid, an authorized company official must also authorize it in writing by signing below.
- I may revoke this agreement, in writing, at any time by signing this form as indicated below.

Employee Signature:

Date Submitted:

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**REVOCATION**: I hereby revoke my on-duty meal period request.

Employee Signature:

Date

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**For Employer Use Only**

**Check One:**

- Your on-duty meal period request has been approved and submitted.
- Your on-duty meal period request has been denied.

Signature:

Date:

Print Name:

Title:

**THOMAS DALE & ASSOCIATES**  
**Non-Disclosure and Confidentiality Agreement**

This Nondisclosure and Confidentiality Agreement (the “Agreement”) is entered into by and between Thomas Dale & Associates (the “Company”) and \_\_\_\_\_ (the “Employee”).

WHEREAS, Employee acknowledges that he or she will have access to Confidential Information (as defined below) and that the Company will and has expended substantial resources and has taken meaningful measures to protect the secrecy of the Company’s Confidential Information;

WHEREAS, the purpose of this Agreement is to further protect the Company’s Confidential Information;

WHEREAS, the nature of the Company’s business is executive protection and investigations;

WHEREAS, Employee and the Company acknowledge and agree that it is in their mutual best interest to enter a confidentiality agreement as set forth herein; and

WHEREAS, in consideration of Employee’s employment, continued employment, other employment related benefits provided to Employee, and Employee’s access to the Company’s Confidential Information, Employee agrees hereby to be legally bound to the terms and conditions of this Agreement as follows:

**1. Definition of Confidential Information.** Employee agrees that the Company’s confidential information includes, but is not limited to the following information, regardless of whether such information is designated as “Confidential Information” at the time of the disclosure: information concerning Company clients and potential clients; information concerning the contact and personal information for Company clients and potential clients; information concerning the subject matter of client assignments; contracts relating to the Company or its clients; financial data and records; business plans and strategies; research conducted by the Company; analyses and reports created by the Company; various sales and marketing information; legal matters (including litigation, claims, disputes, etc); property ownership, entity ownership and/or organizational structure; and/or salary information or employment contract language or terms relating to other employees (except for the employee’s own salary information or employment contract language or terms).

**2. Nondisclosure of Confidential Information.** Employee acknowledges that the Company may disclose to, or give, Employee access to Confidential Information so that Employee may perform his/her employment duties.

The above-referenced Confidential Information may be contained in written materials, such as computer hardware and software, disks, documents and files. It may also consist of unwritten knowledge, including training, processes, practices or know-how.

Employee agrees not to, at any time either during his or her employment, or after its conclusion, directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available to any person or entity other than those persons or entities authorized by the Company in writing and in advance, the Confidential Information for his or her own use or for any purpose.

Employee further agrees not to disclose or permit disclosure of any Confidential Information to third parties, except (a) to his or her own attorney or accountant, and only where necessary, (b) in the enforcement of this Agreement, and/or (c) as ordered by a court or other tribunal with competent jurisdiction; provided that in the event of any of the foregoing described in (a) – (c), Employee provides the Company with prior written notice thereof.

Employee also agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information in order to prevent it from falling into the public domain or the possession of persons

other than those persons or entities authorized by the Company in writing and in advance to have any such information. Such measures shall include, but are not limited to, exercising the highest degree of care that Employee would utilize to protect his or her own Confidential Information of a similar nature, which shall be no less than reasonable care. Employee further agrees to notify the Company immediately in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Confidential Information which may come to his or her attention.

Information in the public domain, information generally known in the trade, and information that Employee acquires completely independently of his or her services for the Company is not considered to be confidential.

**3. Confidential Trade Secret Information.** During his or her employment, Employee also agrees not to directly or indirectly, use, disclose, publish, transfer, reveal, disseminate, or otherwise publicize or make available to any person or any other business in the same or related business as the Company, any of the Company's Confidential Information. Employee acknowledges that the Confidential Information, such as those referenced in section 1 above, may be a trade secret of the Company and protected under California Law. Employee further acknowledges that any Employee who misappropriates the Company's trade secrets or shares any trade secrets with a former employee or third party, including competitors of the Company, is violating the law.

**4. Whistleblower Immunity.** Notwithstanding the above, an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government office, either directly or indirectly, or to an attorney; and (ii) 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.

Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of 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 (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

**5. Return of Confidential Information.** While employed by the Company and afterward, Employee agrees that he or she will not, except in performing his or her duties, remove or copy any Confidential Information or materials or assist anyone in doing so without the Company's written permission. Upon the Employee's termination by the Company, or at any time that the Company requests it, Employee agrees that he or she will immediately return all Confidential Information and materials to the Company.

**6. Restrictive Covenants.** Employee agrees that during his or her employment and thereafter, Employee will not, directly or indirectly, either for himself or herself or for any other person, Company or corporation, do any of the following: (a) induce or influence any person who is engaged as an employee or otherwise by the Company to terminate his or her employment or other engagement by revealing or using any Confidential Information or trade secrets of the Company ; or (b) undertake any employment or activity competitive with the Company's business wherein the fulfillment of the duties of the competitive employment or activity would call upon Employee to reveal or use any Confidential Information or trade secrets of the Company.

Employee further agrees that upon separation of employment, Employee will not, directly or indirectly, disrupt, damage, impair or interfere with the Company's business by recruiting and/or soliciting the services of any of the Company's employees, whether on a full-time basis, part-time basis or otherwise and whether as an employee, independent contractor, consultant, advisor or in another capacity.

**7. Right to an Injunction.** Employee acknowledges that in addition to receiving or having access to Confidential Information as part of his or her employment, Employee will be in a position of confidence and trust with employees, vendors and customers of the Company. Employee acknowledges and agrees that if he or she breaches or threatens to breach any of the terms of this Agreement, the Company will sustain irreparable harm and that the Company will be entitled to obtain an injunction to stop any breach or threatened breach of this Agreement.

**8. Reasonableness.** Employee acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the Company and its confidential information.

**9. Survivability.** This Agreement will survive the termination, for any reason, of Employee's employment with the Company and into perpetuity.

**10. Entire Agreement.** This is the entire agreement between the parties with respect to the Confidential Information and subject matter herein addressed. It replaces any and all oral agreements between the parties, as well as any prior writings concerning Confidential Information.

**11. Successors and Assignees.** This agreement binds and benefits the heirs, successors and assignees of the parties.

**12. Notices.** All notices must be in writing. A notice may be delivered to a party on record with the Company or to a new address that a party designates in writing. A notice may be delivered:

- (1) in person,
- (2) by certified mail, or
- (3) by overnight courier.

**13. Counterparts.** The parties may sign several identical counterparts of this Agreement. Any fully signed counterpart shall be treated as an original.

**14. No Modification or Waiver.** No modification or waiver of the terms of this Agreement shall be effective unless it appears in a writing signed by all parties to this Agreement.

**15. Severability.** If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

**16. Attorneys' Fees.** If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce, or recover damages for any breach of this Agreement or the unauthorized use or disclosure of the Confidential Information, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in connection with that action, in addition to costs of suit.

**17. Remedies; Indemnification.** Employee agrees that the obligations hereunder are necessary and reasonable in order to protect the Confidential Information. Employee expressly agrees that due to the unique nature of the Confidential Information, monetary damages would be inadequate to compensate the Company for any breach

by Employee of his or her covenants and agreements set forth in this Agreement. Accordingly, the parties each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Employee, without the necessity of proving actual damages, and (b) to be indemnified by Employee from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of this Agreement or the unauthorized use or disclosure of the Confidential Information.

**18. At-Will Employment.** Employee understands and acknowledges that his or her employment with the Company is for an unspecified duration and constitutes "at-will" employment, meaning that the employment relationship may be terminated at any time, for any reason or for no reason, by the Company or the Employee. Execution of this Agreement does not in any way affect the at-will nature of Employee's employment with the Company. To the contrary, Employee understands and acknowledges that any representation of employment for a set duration is unauthorized and not valid unless in writing and signed by an authorized representative of the Company. Employee understands and acknowledges that this employment relationship may be terminated at any time, with or without good cause, or for any or no cause, at the will or option of the Company with, or without, any notice.

**I acknowledge that I have carefully read this Agreement, that I understand its terms, that all understandings and agreements between the Company and me relating to the subjects covered in the Agreement are contained in it, and that I have entered into the Agreement voluntarily and not in reliance on any promises or representations by the Company other than those contained in this Agreement.**

**ACCEPTED AND AGREED TO:**

Employee's Signature: \_\_\_\_\_

Employee's Name (Printed): \_\_\_\_\_

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

Company's Representative Signature: \_\_\_\_\_

Company's Representative Name/Title: \_\_\_\_\_

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

**THOMAS DALE & ASSOCIATES**  
**Arbitration Agreement**

**1. Agreement to Arbitrate.**

Except as otherwise specifically provided in this Agreement to Arbitrate (“Agreement”), the enforcement of this Agreement, and the conduct of the arbitration proceeding are governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

As a condition of my employment with Thomas Dale & Associates (the “Company”), I agree to resolve by binding arbitration any and all claims, disputes, and/or controversies (collectively “claims”), whether or not arising out of my employment or its termination, that the Company may have against me or that I may have against the Company or against its subsidiaries, partners, owners, employees, attorneys, affiliates, or agents, in their capacity as such.

The claims covered by this Agreement include, but are not limited to: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination or harassment (including, but not limited to, any federal and state civil rights laws, ordinances, regulations or orders, based on charges of discrimination or harassment on account of race, color, religion, sex, sexual orientation, age, citizenship, national origin, mental or physical disability, medical condition, marital status, genetic predisposition, pregnancy, or any other discrimination prohibited by such laws, ordinances, regulations, or orders); claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedure shall culminate in an arbitration procedure different from this), and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance.

I also agree that any claims I have against the Company will be brought individually and resolved in arbitration proceedings pursuant to this Agreement. I will not bring a class action or a representative action against the Company.

**2. Required Notice of Claims.**

I understand that all statutory claims for, or related to, employment discrimination or harassment must be filed with the California Department of Fair Employment and Housing and/or the federal Equal Employment Opportunity Commission within the time limits set forth by applicable state and federal law, prior to being submitted to arbitration, or such claims are waived. Further, I understand that if I or the Company do not make a written request for arbitration within the limitations period applicable to a claim under federal or state law, that I or the Company will have forever waived the right to raise that claim, in any forum, arising out of that issue or dispute.

**3. Arbitration Procedure; Governing Substantive Law.**

The Company and I agree that claims covered by this Agreement shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Employment Arbitration Rules, before a single neutral arbitrator who is licensed to practice law in the state in which the arbitration is properly convened (the “Arbitrator”). The Arbitrator’s award may be confirmed, and judgment entered in conformity therewith, in any court having jurisdiction thereof.

I acknowledge that additional information concerning the rules and procedures of AAA arbitration has been provided to me by the Company with this Agreement, and that the information can also be

accessed online, presently at [https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG\\_004362](https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004362).

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the forum state of the arbitration (i.e., where the employee's performance occurs or occurred and which gives or gave rise to the claim(s) at issue) or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award all remedies and relief that would otherwise have been available if the claim had been brought by way of a civil complaint in court. The arbitration shall be final and binding upon the parties.

The parties retain the right to conduct a reasonable amount of discovery to investigate the claims against them or the claims which they assert. Discovery should be guided by the forum state's Code of Civil Procedure and the Arbitrator shall have the power to decide any discovery disputes between the parties. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the forum state's Code of Civil Procedure.

#### **4. Arbitration Fees and Costs.**

The unique costs of arbitration (e.g., the cost of the Arbitrator and arbitration forum costs) shall be borne by the Company. The parties shall each bear their own costs for legal representation in any arbitration proceeding, provided, however, that the Arbitrator shall have the authority to require either party to pay the fee for the other party's representation during the arbitration, as is otherwise permitted under federal or state law, as part of any remedy that may be ordered.

#### **5. Requirements for Modification or Revocation.**

The Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by a writing signed by the parties which specifically states an intent to revoke or modify this Agreement.

#### **6. Sole and Entire Agreement.**

This is the complete agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement that exists in connection with any retirement plan or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

#### **7. Severability.**

If any court determines that any provision, or any part of any provision, of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision, or part of that provision, and will not make any other portion of this Agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

**8. Not an Employment Agreement.**

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the “at-will” status of my employment.

**9. Voluntary Agreement.**

I acknowledge that I have carefully read this Agreement, that I understand its terms, that all understandings and agreements between the Company and me relating to the subjects covered in the Agreement are contained in it, and that I have entered into the Agreement voluntarily and not in reliance on any promises or representations by the Company other than those contained in this Agreement itself. I understand that my agreement to the terms herein is a condition of my employment or continued employment. In other words, I will not be hired by the Company, or my continued employment with the Company will be terminated, if I cannot agree to the terms of this Agreement.

**I understand that by entering into this Agreement, the Company and I have both waived our right to a jury trial and our right to appeal with respect to all claims covered by this Agreement.**

I also acknowledge that I have been given the opportunity to discuss this Agreement with my private legal counsel and have availed myself of that opportunity to the extent I wish to do so.

Employee:

Thomas Dale & Associates:

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
[Print Name of Employee]

\_\_\_\_\_  
[Print Name of Company Representative]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Enclosure.

(American Arbitration Association’s Employment Arbitration Rules and Mediation Procedures.)