

LABOR FORCE GROUP, LLC
CALIFORNIA SUPPLEMENT TO THE
HANDBOOK FOR W-2 PROFESSIONALS
JULY 2024

State Supplement for Employees in California

GENERAL INFORMATION

About This California Supplement

Labor Force Group, LLC, a subsidiary of Qwick, Inc. (“Qwick” or the “Company”), is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, California employees will receive the Company's national Handbook for W-2 Professionals ("National Handbook") and this California Supplement to the National Handbook (“California Supplement”) (together, the "W-2 Professional Handbook").

The California Supplement applies only to California employees. It is intended as a resource containing specific provisions under California law that apply to the employee's employment. It should be read together with the National Handbook and, to the extent that the policies in the California Supplement are different from or more generous than those in the National Handbook, the policies in the California Supplement will apply.

The California Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the Chief People Officer of the Company has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by the President and Chief Executive Officer of the Company.

If employees have any questions about these policies, they should contact Human Resources emailing hr@qwick.com or they can submit their question via Qwick's [Ethics Hotline](#) (submissions to the hotline may be made anonymously).

COMMITMENT TO DIVERSITY

Discrimination, Harassment and Retaliation Prevention Policy

Equal Employment Opportunity

Qwick is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status,

an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Company allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Prohibited Harassment

Qwick is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes

harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, vendors, business partners, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party of Qwick, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, vendor, business partner, customer of a business partner, or any other third party interacting with Qwick in violation of the foregoing policies, or who is aware of such behavior against others, should immediately report it to Human Resources by email at hr@qwick.com or online via the [Ethics Hotline](#) (reports to the Ethics Hotline can be made anonymously). Employees may also report the complaints to the on site manager/supervisor.

Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resource who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or <https://calcivilrights.ca.gov>. The CRD Sexual Harassment Prevention Training may be accessed here: <https://calcivilrights.ca.gov/shpt>

TIMES OFF AND LEAVES OF ABSENCE

California Sick Leave

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA").

Eligibility

All employees working in California for the Company are eligible to receive sick leave under this policy. Eligible employees under this policy do not include individuals who are covered under a California local sick leave law, who will be provided sick leave under the applicable local sick leave policy only.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Nonexempt employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees may use a maximum of the greater of 40 hours or the equivalent of five (5) workdays (based on the employee's work schedule) of sick leave per benefit year.

Employees must use sick leave in an initial increment of at least 1 hour, to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by texting 79-425 of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by emailing hr@qwick.com as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than 4 consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy and the HWHFA, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension, or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the California Sick Leave policy should contact Human Resources by texting 79-425.

Berkeley Sick Leave (for Berkeley Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the Berkeley Paid Sick Leave Ordinance ("PSLO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Berkeley for the Company at least two hours in a calendar week and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs,

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees must use sick leave in an initial increment of at least 1 hour to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- An employee's: illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons; or preventive care.
- A family member's: illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons; or preventive care.
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period. Additionally, if an employee does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use their paid sick leave to aid or care for this person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. The Company will provide an opportunity to re-designate a person on an annual basis thereafter.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by emailing hr@qwick.com of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by emailing hr@qwick.com as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than 4 consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the PSLO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously **accrued but** unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the PSLO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the PSLO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a

person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the Berkeley Sick Leave policy should contact Human Resources by email at hr@qwick.com.

Emeryville Sick Leave (for Emeryville Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the Emeryville Minimum Wage and Paid Sick Leave Ordinance ("MWO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Emeryville for the Company at least two hours in a calendar week and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees must use sick leave in an initial increment of at least 1 hour, to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- An employee's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- A family member's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- Aid or care for the employee's or a family member's guide dog, signal dog, or service dog.
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period. Additionally, if an employee does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use their paid sick leave to aid or care for this person. Designation of this person must be done within 14 workdays of the Company providing the opportunity to make a designation. The Company will provide an opportunity to re-designate a person on an annual basis thereafter.

Notice Required

July 2024

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by email at hr@qwick.com of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources email at hr@qwick.com as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than 4 consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the MWO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the MWO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the MWO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the Emeryville Sick Leave policy should contact Human Resources by texting 79-425.

Los Angeles Sick Leave (for City of Los Angeles Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the City of Los Angeles Minimum Wage Ordinance ("LAMWO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Los Angeles for the Company at least two hours in a calendar week, who work in the City of Los Angeles for at least 30 days in a calendar year from the start of employment, and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees may use a maximum of 48 hours or the equivalent of five (5) workdays (based on the employee's work schedule), whichever is greater, of sick leave per benefit year.

Employees must use sick leave in an initial increment of at least 1 hour.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by emailing hr@qwick.com of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by texting 79-425 as soon as practicable. When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than 4 consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the LAMWO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the LAMWO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the LAMWO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the Los Angeles Sick Leave policy should contact Human Resources by email at hr@qwick.com.

Oakland Sick Leave (for Oakland Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the Oakland Minimum Wage Ordinance ("OMWO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Oakland for the Company at least two hours in a calendar week and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees must use sick leave in an initial increment of at least 1 hour to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- An employee's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- A family member's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period. Additionally, if an employee does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use their paid sick leave to aid or care for this person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. The

Company will provide an opportunity to re-designate a person on an annual basis thereafter.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by texting 79-425 an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by emailing hr@qwick.com as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than four (4) consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the OMWO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the OMWO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the OMWO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the Oakland Sick Leave policy should contact Human Resources by texting 79-425.

San Diego Sick Leave (for San Diego Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance ("ESLO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in San Diego for the Company at least two hours in a calendar week and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees may use a maximum of the greater of 40 hours or the equivalent of five workdays (based on the employee's work schedule) of sick leave per benefit year.

Employees must use sick leave in an initial increment of at least 1 hour.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- An employee's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- A family member's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- Closure of the employee's place of business by order of a public official due to a public health emergency.
- Closure of a child's school or childcare provider by order of a public official due to a public health emergency.
- If the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek legal advice, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;

- o Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- o Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- o Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, “family member” means the employee’s spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A “designated person” means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by emailing hr@qwick.com of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by emailing hr@qwick.com as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than four (4) consecutive workdays, the Company may require a doctor’s note or other verification of the employee’s need for the absence. Depending on the circumstances, verification may include a doctor’s note (for the employee’s own or family member’s health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee’s family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee’s family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the

HWHFA or the ESLO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy’s requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee’s employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee’s previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the ESLO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the ESLO, the Company will not count employees’ use of sick leave as an absence or “occurrence” under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the San Diego Sick Leave policy should contact Human Resources by texting 79-425.

San Francisco Sick Leave (for San Francisco Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act (“HWHFA”) and the San Francisco Paid Sick Leave Ordinance (“PSLO”). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in San Francisco for the Company are eligible to receive sick leave under this policy if they perform 56 or more hours of work in the City within a calendar year.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue sick leave because their balance was at the accrual cap.

Nonexempt employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees must use sick leave in an initial increment of at least 1 hour to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- An employee's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- A family member's: physical or mental illness, injury, or medical condition; diagnosis, care, or treatment of an existing health condition; other medical reasons, such as pregnancy or obtaining a physical examination; or preventive care.
- Purposes related to donating the employee's bone marrow or an organ to another person, or to care for or assist a family member for purposes related to that person's donating bone marrow or an organ to another person.

- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period. Additionally, if an employee does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use their paid sick leave to aid or care for this person. Designation of this person must be done within 10 workdays of the Company providing the opportunity to make a designation. The Company will provide an opportunity to re-designate a person on an annual basis thereafter.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by emailing hr@qwick.com of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by emailing hr@qwick.com as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than four (4) consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the PSLO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the PSLO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the PSLO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the San Francisco Sick Leave policy should contact Human Resources by texting 79-425.

Santa Monica Sick Leave (for Santa Monica Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the Santa Monica Minimum Wage Ordinance ("MWO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Santa Monica for the Company at least two hours of work in a calendar week and who qualify as an employee entitled to the state minimum wage are eligible to receive sick leave under this policy.

Accrual and Carryover of Sick Leave

Employees begin to accrue sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Sick leave accrues at a rate of one hour for every 30 hours worked, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's sick leave balance reaches their overall accrual cap, no further sick leave will accrue until previously accrued sick leave is used.

Nonexempt employees accrue sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused sick leave from one calendar year to the next. The Company does not pay out any unused sick leave at year-end in lieu of carryover.

Employees will be able to determine the amount of sick leave available for use by reviewing their paystubs.

Using Sick Leave

Newly hired employees cannot use sick leave until their 90th calendar day of employment with the Company. Thereafter, employees may use sick leave as it is accrued.

Employees must use sick leave in an initial increment of at least 1 hour, to cover all or part of a workday.

Employees are not required to search for or find a replacement worker to cover the period during which they use sick leave.

Covered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- If the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:
 - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or the victim's child;
 - Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
 - Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
 - Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
 - Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests sick leave. Employees are limited to one designated person per 12-month period.

Notice Required

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to Human Resources by emailing hr@qwick.com of an absence from work. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources by texting 79-425 as soon as practicable.

When notifying the Company of the need to use sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons, so that the absence may be designated as a sick leave absence. Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Verification of Absence

If an employee uses sick leave for more than four (4) consecutive workdays, the Company may require a doctor's note or other verification of the employee's need for

the absence. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the MWO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the MWO.

Anti-Discrimination and Retaliation

As long as the use of sick leave complies with the requirements of this policy, the HWHFA, and the MWO, the Company will not count employees' use of sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the Santa Monica Sick Leave policy should contact Human Resources by emailing hr@qwick.com.

Paid Leave and Unpaid Sick Leave (For West Hollywood Employees only)

The Company provides paid leave and unpaid sick leave to eligible employees in compliance with the West Hollywood, California Minimum Wage Ordinance (“MWO”).

Paid Leave and Unpaid Sick Leave Eligibility

Employees who, in a particular week, perform at least two hours of work in West Hollywood for the Company, are eligible to receive paid leave and unpaid sick leave from the Company.

Accrual and Carryover of Paid and Unpaid Leave

Eligible employees begin to accrue paid and unpaid leave on their first calendar day of employment with the Company or their date of coverage under the MWO, whichever is later.

Eligible employees who work 40 or more hours in a workweek accrue 96/52 hours of paid leave, and 80/52 hours of unpaid sick leave, per workweek. Employees who work fewer than 40 hours in a workweek will accrue a pro-rated amount of paid leave and unpaid sick leave. Eligible employees may accrue up to 96 hours of paid leave, and 80 hours of unpaid sick leave, per benefit year.

Eligible employees may carry over accrued but unused paid leave and unpaid sick leave from one benefit year to the next.

The maximum number of hours an employee’s paid leave bank can contain overall, including carried-over paid leave, is 192 hours. The maximum number of hours an employee’s unpaid sick leave bank can contain overall, including carried-over unpaid sick leave, is 80 hours.

The applicable "benefit year" for purposes of this policy is the the calendar year beginning January 1 and ending December 31.

Using Paid Leave and Unpaid Sick Leave

Eligible employees may begin to use paid leave after the first six months of their employment. Employees may begin to use unpaid sick leave after the first six months of their employment and after they have used all paid leave for the benefit year.

Employees may use paid and unpaid leave in increments of 1 hour.

Employees should report their use of sick leave to Qwick at 79-425, either before their absence or upon their return to work.

Rate of Pay for Paid Leave

Employees will be paid for paid leave at their base rate of compensation.

Notice Required for Paid Leave and Unpaid Sick Leave

When the need for paid leave or unpaid sick leave is foreseeable, employees should make a reasonable effort to provide advance notice of the need for leave. If the need for paid leave or unpaid sick leave is unforeseeable, employees must provide notice of the need for leave as soon as practicable.

To provide notice of the need to use paid leave or unpaid sick leave, employees should contact Human Resources by texting 79-425.

Discipline for Unprotected Use of Paid Leave or Unpaid Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses paid or unpaid leave for a purpose not covered by, or in a manner not consistent with, the MWO. In addition, discipline – up to and including termination – may be taken against an employee who violates this policy’s requirements concerning requesting and using leave.

Effect on Other Rights and Policies

The Company may provide other forms of leave for employees that are required under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met.

It is the employee’s responsibility to apply for any applicable benefits for which the employee may be eligible as a result of an absence under this policy.

Separation From Employment and Rehire

If an employee’s employment with the Company ends and the employee is rehired within one year of employment ending, previously accrued but unused unpaid sick leave and paid leave will be reinstated and made immediately available for use.

No Discrimination or Retaliation

So long as the Notice provisions outlined above are followed, the Company will not count an employee’s use of paid leave or unpaid sick leave as an absence or occurrence that may result in discipline under any Company policy.

The Company will not interfere with, restrain or deny an employee's rights under the MWO and will not discriminate or retaliate against an employee for exercising those rights, including the right to oppose a practice prohibited by the MWO, participate in proceedings related to the MWO, seek to enforce their rights under the MWO by any lawful means, or otherwise assert rights under the MWO.

San Francisco Public Health Emergency Leave

The Company provides public health emergency leave (“PHEL”) to eligible employees in compliance with San Francisco’s Public Health Emergency Leave Ordinance (the “Ordinance”) in accordance with Proposition G/Article 33P.

Eligibility

All employees who work in San Francisco are eligible to receive PHEL from the Company.

Amount of PHEL

On January 1, 2023, and each January 1 thereafter, eligible employees will be provided up to eighty (80) hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.
- Eligible employees whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the employee worked or took paid leave during the previous calendar year, or since the beginning of employment if the employee became employed after the first day of the previous calendar year.

If an employee was not employed on January 1 of a given year, then on the start date of the first public health emergency that begins during the employee's employment, eligible employees will be provided up to eighty (80) hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.
- Eligible employees whose weekly hours vary will be provided an amount of PHEL equal to the average number of hours over a two-week period that the employee worked or took paid leave during the previous six months, or since the employee's start date if the employee has been employed for fewer than six months.

PHEL that remains unused at the end of the calendar year will be lost and will not carry over from one year to the next.

Using PHEL

Eligible employees may use PHEL during a public health emergency¹ if they cannot work (or telework) due to one of the following reasons:

- The recommendations or requirements of an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee or a family member for whom the employee is caring resides) related to the public health emergency.
- The employee has been advised by a healthcare provider to isolate or quarantine.

¹ A public health emergency means a "local or statewide health emergency related to any contagious, infectious, or communicable disease, declared by the City's local health officer or the state health officer pursuant to the California Health and Safety Code, or an Air Quality Emergency."

- The employee is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.
- The employee is caring for a covered family member who is subject to an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee resides), has been advised by a healthcare provider to isolate or quarantine, or is experiencing symptoms as described in the bullet point above.
- The employee is caring for a covered family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.
- An air quality emergency², if the employee primarily works outdoors and is a member of a “vulnerable population” (a person who has been diagnosed with heart or lung disease; has respiratory problems including but now limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older).

For purposes of this policy, a “family member” includes the employee’s child; parent; legal guardian or ward; sibling; grandparent; grandchild; spouse; registered domestic partner under any state or local law. A “child” includes a child of a domestic partner and a child of a person standing in loco parentis. A “parent” includes a person who stood in loco parentis when the employee was a minor child, and a person who is a biological, adoptive, or foster parent, stepparent, or guardian of the employee’s spouse or registered domestic partner. A family member also includes a “designated person.” If an eligible employee does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use PHEL to aid or care for that person.

PHEL may be taken in one (1) hour increments of time.

PHEL is available to newly hired eligible employees for immediate use, in accordance with this policy.

PHEL is available to newly hired eligible employees for immediate use, in accordance with this policy.

Requesting PHEL

Employees must notify Human Resources of their need to use PHEL – either orally or in writing – as soon as practicable.

The Company may require a doctor’s note or other documentation to confirm the employee’s status as a member of a vulnerable population. The Company reserves the right to require documentation to verify an employee’s need for PHEL under other circumstances to the extent permitted by applicable law.

² An Air Quality Emergency means a day when the Bay Area Air Quality Management District issues a Spare the Air Alert.

Rate of Pay

For non-exempt employees, PHEL pay will be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses PHEL, whether or not the employee actually works overtime in that workweek.

Discipline for Unprotected Use of PHEL

Discipline – up to and including termination – may be taken against an employee who uses PHEL for a purpose not covered by, or in a manner not consistent with, the Ordinance. In addition, discipline – up to and including termination – may be taken against an employee who violates this policy’s requirements concerning requesting, using, recording, verifying, and/or documenting use of PHEL.

Effect on Other Rights and Policies

PHEL is separate from, and does not affect or limit, any existing paid leave benefits provided to employees under other Company policies or applicable law, including but not limited to paid sick leave under California’s Healthy Workplaces, Healthy Families Act and the San Francisco Paid Sick Leave Ordinance. Employees remain eligible to use any available and applicable paid leave benefits. PHEL may be used prior to or in lieu of using any paid sick leave.

The Company may provide other forms of leave for employees to care for their own or a family member’s medical conditions under certain federal, state and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or municipal law, provided eligibility requirements for that law are met.

It is an employee's responsibility to apply for any applicable benefits for which the employee may be eligible as a result of the illness or disability, including California State Disability Insurance, workers' compensation insurance, paid family leave benefits and/or any other disability insurance benefits. If an employee elects to integrate PHEL with other paid benefits, the Company will integrate all paid benefits such that an employee will not be paid more than their regular compensation at any time.

Separation from Employment

The Company does not pay an employee for unused PHEL upon the employee’s separation from employment for any reason.

No Discrimination or Retaliation

The Company prohibits discrimination and/or retaliation against employees who request or use PHEL for qualifying reasons consistent with the provisions of this policy and applicable law. So long as the Notice provisions outlined above are followed, the Company will not count an employee’s use of PHEL as an absence or “occurrence” under any Company attendance policy. Therefore, any such use of PHEL will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate, or tolerate retaliation, against any employee who seeks or obtains PHEL in accordance with this policy, who makes a good-faith complaint about a violation under the Ordinance or who communicates with any person about such a violation. In addition, the Company will not retaliate against any employee who informs another person about their rights under the Ordinance.

Additional Information Regarding the Ordinance

This policy is subject to modification pending any changes to judicial or regulatory guidance issued regarding the Ordinance. The policy should be construed in such a way as to be in harmony with the requirements set forth in any such guidance.

Please contact Human Resources for additional information about PHEL and whether you may be eligible for leave under this policy.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave, employees must: (1) have been employed by the Company for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours during the previous 12 months immediately prior to the start of the leave; and (3) (Fed-FMLA only) have worked at a location where at least 50 employees are employed by the Company within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, a child of a registered domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company

will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for one of the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent and for CFRA Leave: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, sibling or designated person) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

Definitions

"Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing *in loco parentis*, and for Fed-FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability, at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood *in loco parentis*, and who is of any age.

"Parent," for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the person. This term includes a parent-in-law for CFRA leave only. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

"Designated Person," for purposes of this policy means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. Employees are limited to one designated person per 12-month period.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or

notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

"Covered Servicemember" means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

"Spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

"Key employee" means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the Fed-FMLA leave request.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment

or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

- o Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
- o Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
- o A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
- o Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

"Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

"Qualifying exigency" for Fed-FMLA is defined by the Department of Labor and for CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Company is a 12-month period measured forward from the start date of the employee's first FMLA leave. Under this method the 12-month period is measured from the date the employee first uses any FMLA leave.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

When CFRA Leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one (1) hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced

schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12 week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is

potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of an employee's family member for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Notice or Certification and to Return From Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for his or her own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

For Fed-FMLA purposes only, key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

Nondiscrimination

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that his or her Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Employees should contact Human Resources as to any Fed-FMLA or CFRA questions they may have.

Bereavement Leave

Eligible employees may take up to five days of bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member. Bereavement leave is unpaid although an employee may use accrued and available sick leave that is otherwise available to the employee.

If the Company requests documentation of the death of the family member, documentation must be provided within 30 days of the first day of the leave. Acceptable documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to bereavement leave provided by this policy or gave information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

Reproductive Loss Leave

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.

For purposes of this policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive loss leave days need not be taken consecutively but generally must be completed within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave will run concurrently with the Company's Parental Leave policy in the Flex Worker Handbook and is unpaid except as set forth in that policy.

An employee may use accrued and available sick leave that is otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- The employee requests a transfer or other accommodation;
- The request is based upon the certification of a health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

Duration

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer or other accommodation will depend upon the period of time for which it is medically advisable.

Benefits

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA) the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee's control.

Integration With Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued sick paid time off during the unpaid leave of absence, if applicable. However, use of sick time off will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence.

Any State Disability Insurance for which employees are eligible may be integrated with accrued sick leave so that they do not receive more than 100 percent of their regular pay.

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after notifying the Company of their readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

Crime Victim Leave

Qwick will provide time off to any employee who is a victim, as that term is defined in this policy, so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee's child. For purposes of this policy, "victim" includes a victim of stalking, domestic violence, or sexual assault; a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or a person whose immediate family member is deceased as the direct result of a crime.

"Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. "Immediate family member" includes the employee's:

- Child, regardless of age (including a biological, adopted, step-, or foster child; legal ward; child of a domestic partner; child to whom the employee stands *in loco parentis*; or person to whom the employee stood *in loco parentis* when the person was a minor);
- Parent (including a biological, adoptive, step-, foster parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child);
- Sibling (including a biological, foster, step-, half- or adoptive sibling);
- Spouse or registered domestic partner; or
- Any other individual whose close association with the employee is the equivalent of such family relationships.

Any employee against whom any crime has been committed will also be permitted time off to appear in court to comply with a subpoena or other court order as a witness in a judicial proceeding.

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a

written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Additionally, the length of leave under this policy is limited to that provided under the FMLA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources for additional information. The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact Human Resources.

PAY PRACTICES

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. All overtime must be approved in advance by the employee's **on-site** supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination of employment.

All non-exempt employees in California will be paid a premium for overtime hours as follows:

1. One and one-half times their regular rate of pay for all hours worked in excess of 8 per workday, up to 12, or in excess of 40 in a workweek;
2. One and one-half times their regular rate of pay for the first 8 hours on the seventh consecutive day of work in a workweek; and
3. Double the regular rate of pay for all hours worked in excess of 12 in a workday and after 8 hours on the seventh consecutive day of work in a workweek.

All non-exempt employees are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply as described in the Company's Day of Rest Policy. An employee may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with the Company.

Discussion of Wages

No employee is prohibited from disclosing the amount of their wages. The Company will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law.

This policy does not require disclosure of wages.

Meal and Rest Periods

The Company complies with federal and state legal requirements concerning meal and rest periods. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest periods.

Meal Periods

Meal Periods Provided

The Company provides at least a 30-minute complete, unpaid and uninterrupted and off-duty meal period to employees who work more than five hours in a work period. The Company provides a second 30-minute complete, unpaid and uninterrupted and off-duty meal period to employees who work more than 10 hours in a work period.

Timing

When an employee works for a work period of more than five hours, the Company will provide a 30-minute meal period, which must start within the first five hours of work (e.g., if the employee begins work at 8 a.m., the meal period will be provided to start no later than 1 p.m.).

When an employee works for a work period of more than 10 hours, the Company will provide a second 30-minute meal period to start within the first ten hours of work (e.g., if the employee begins work at 8 a.m. and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 p.m.).

Employees are relieved of all of their duties and are allowed to leave the premises during meal periods.

Meal Period Waivers

Employees who work no more than six hours per day can waive their right to an unpaid meal period, with the consent of the Company.

Employees who work more than 10 hours and no more than 12 hours can waive the second meal period, but only if the first one was not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period.

Employees are encouraged to take their meal periods and are not expected to and should not work during their meal periods. Employees are relieved of all duties and should not work during their meal periods. When taking a meal period, Employees should be completely off work for at least 30 minutes. Employees are prohibited from working “off the clock” during their meal periods. Employees must clock out for their meal periods. Employees are expected to clock back in and then promptly return to work at the end of any meal period.

Meal Period Chart

Below is a chart that shows these meal periods:

Number of Hours Worked in a Work Period	Number of Meal Periods Provided	Comments	Waiver Permitted?
0 to \leq 5.0	0	An employee who does not work more than five hours in a work period is not provided with a meal period.	N/A
> 5.0 to \leq 10.0	1	An employee who works more than five hours in a work period, but who does not work more than ten hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work.	Yes but only for work periods that are greater than 5 hours and less than 6 hours.
> 10.0	2	An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work.	Yes, but only if the employee took a full, complete and uninterrupted first 30 minute meal period.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. The Company authorizes and permits rest periods as follows:

Number of Hours Worked in a Work Period	Number of 10-Minute Rest Periods	Comments
0 to < 3.5	0	A non-exempt employee who works less than 3.5 hours in a work period is not entitled to a rest period.
3.5 to \leq 6	1	A non-exempt employee who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.

<p>> 6.0 to ≤ 10.0</p>	<p>2</p>	<p>A non-exempt employee who works more than 6 hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods.</p>
<p>> 10.0 to ≤ 14.0</p>	<p>3</p>	<p>A non-exempt employee who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.</p>
<p>** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.</p>		

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees are encouraged to take their rest breaks and are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest-break periods. Accordingly, employees do not need to clock out when taking a rest break. Rest periods may not be accumulated or used as a basis for starting work late, leaving work early, or extending a meal period.

In addition, Employees working outdoors are allowed and encouraged to take a cool-down rest in the shade for a period of no less than five minutes at a time when they feel the need to do so to protect themselves from overheating.

General Rules for Meal and Rest Periods

All rest breaks and meal periods must be taken outside your work area. Employees will be relieved of all duties and responsibilities and restrictions during meal periods and rest breaks and are free from the Company's control. You should not visit or socialize with employees who are working while you are taking your rest break or meal period. You may leave the premises for your meal periods and, where practicable, your rest breaks. Employees are free to silence any mobile device during any meal and/or rest period.

Employees may notify Human Resources by contacting us at hr@qwick.com if they believe they are being pressured or coerced by any manager, supervisor, or other individual to not take any portion of a provided rest break or meal period.

Responsibilities

Qwick and its business partners are responsible for ensuring that professionals are provided with meal and rest periods pursuant to this policy.

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy must contact their on site manager and Qwick's Human Resources department at hr@qwick.com.

Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest periods already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time.

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's

work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should discuss with their on-site manager/supervisor and contact Qwick's Human Resources department at hr@qwick.com. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact Human Resources at hr@qwick.com. Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should contact Human Resources at hr@qwick.com. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

Lactation Accommodation (San Francisco Employees)

The Company complies with the San Francisco Lactation in the Workplace Ordinance ("LWO") and, in accordance with that law, will provide a reasonable amount of break time to accommodate an employee who performs 56 or more hours of work in San Francisco in a calendar year and wants to express breast milk for their children. Employees needing breaks for lactation purposes may use ordinary paid rest periods or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest periods already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break.

When unpaid breaks or additional time are required, employees should work with their supervisor or Human Resources regarding scheduling and reporting the extra break time. The time an employee spends walking to and from the designated lactation location and/or a refrigerator or sink will not be counted as part of the employee's break time.

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, in close proximity to their work area that is shielded from view and free from intrusion from co-workers and the public (the "Lactation Location"). The Lactation Location may be the employee's normal work area, if suitable. The Lactation Location will: be safe, clean and free from toxic or hazardous materials; contain a surface (e.g., a table or shelf) to place a breast pump and other personal items; contain a place to sit; and have access to electricity. The Company will also provide access to a refrigerator where employees can store breast milk and access to a sink with running water.

Employees have a right to request lactation accommodation. To request a lactation accommodation, employees should email Qwick Human Resources at hr@qwick.com. The Company will respond to a request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the Lactation Location for the employee. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

The Company prohibits retaliation against employees who request a lactation accommodation, file a complaint or otherwise report an alleged violation of the LWO, cooperate in an investigation of an alleged violation of the LWO or inform another person about their rights under the LWO.

Lactation is considered a pregnancy-related condition under California law. The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Family Friendly Workplace (San Francisco Employees)

Employees may request a flexible or predictable working arrangement to assist with caregiving responsibilities when the employee is the primary contributor to the ongoing care for:

- A child or children under the age of 18 for whom the employee has assumed parental responsibility;
- A person with a serious health condition in a family relationship with the employee; or
- A person who is age 65 or older and in a family relationship with the employee.

For the purposes of this policy:

- A "child" includes the employee's biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing *in loco parentis* to that child.
- A "family relationship" is defined as a relationship in which a caregiver is related by blood, legal custody, marriage or domestic partnership to another person as a spouse, domestic partner, child, parent, sibling, grandchild or grandparent.

- A "flexible working arrangement" is a change in the employee's regular working arrangement that provides an employee with flexibility to help with caregiving responsibilities.
- A "predictable working arrangement" is a change in the employee's regular working arrangement that provides an employee with scheduling predictability to help with caregiving responsibilities. If there is insufficient work for the employee during the predictable working arrangement period, the employee will not be paid during this time.

Employee Eligibility

Employees (including part-time employees) who (1) have been employed by the Company for at least six months; and (2) regularly work at least eight hours per week for the Company within the geographic boundaries of the City of San Francisco are eligible for a flexible or predictable working arrangement.

For the purposes of this policy, telework (i.e., work for the Company from the employee's residence or another location that is not a Company office or worksite) is considered work within the geographic boundaries of the City of San Francisco, if the Company maintains an office or worksite within the geographic boundaries of the City of San Francisco at which the employee may work or, prior to the COVID-19 pandemic, was permitted to work.

Requesting a Flexible or Predictable Working Arrangement

Employees must provide notice of the need for a flexible or predictable working arrangement. Notice must be in writing to Human Resources, although an employee can first provide notice orally and then submit the notice in writing. The written request must specify the arrangement being sought, the date on which the employee wishes the arrangement to become effective, and the proposed duration of the arrangement, and must include an explanation of how the requested arrangement relates to caregiving.

The flexible or predictable working arrangement may include, but is not limited to: modifying the employee's work assignments or duties or making a change in the employee's terms and conditions of employment as they relate to: the number of hours the employee is required to work (e.g., part-time work, part-year employment or job-sharing arrangements); the employee's work schedule (e.g., modified hours, variable hours, predictable hours, or other schedule changes or flexibilities); or the employee's work location (e.g., telework). If an employee requests time off as a flexible work arrangement under this policy, such time will also be designated, as applicable, under the federal Family and Medical Leave Act, California Family Rights Act and/or any applicable paid sick and safe leave law provided the eligibility requirements for that law are met and the employee has not yet exhausted available leave under the applicable law(s).

The Company may require employees to attest to or provide verification of caregiver responsibilities before granting a request for a flexible or predictable work arrangement.

Human Resources may meet with the employee within 14 days of the request and will respond to the request in writing within 21 days of the employee's oral or written notice. These time frames may be extended by written agreement between the Company and the employee.

If the Company agrees to the requested flexible or predictable working arrangement, the Company will confirm the arrangement in writing to the employee. Although the Company will consider all flexible or predictable working arrangements submitted in accordance with this policy, the Company reserves the right to deny a requested arrangement because it would cause an undue hardship for the Company. Before denying a request, however, the Company will engage in an interactive process with the employee to attempt in good faith to determine a flexible or predictable work arrangement that is acceptable to the Company and the employee. If the request is denied, the Company will explain the basis of the denial in a written response.

If an employee's requested flexible or predictable working arrangement is denied, the employee may submit a written request for reconsideration within 30 days of the decision. Human Resources will meet with the employee within 21 days of receiving the request for reconsideration and will inform the employee of the final decision in writing no later than 14 days after the meeting.

A flexible or predictable working arrangement may be altered by mutual agreement between the Company and the employee. If the Company determines that a flexible or predictable working arrangement is causing the Company an undue hardship, the Company will engage in an interactive process with the employee to attempt in good faith to determine a different flexible or predictable working arrangement that would be acceptable to the Company and the employee. If this interactive process does not result in identifying a different flexible or predictable working arrangement, the Company may revoke the existing arrangement with 14 days' written notice to the employee.

Discrimination and Retaliation Prohibited

The Company prohibits discrimination against employees because of their caregiver status and will not take adverse employment action (e.g., termination, demotion) or otherwise retaliate against employees for exercising their rights under this policy or the San Francisco Family Friendly Workplace Ordinance.

Scheduling for Part-Time Employees (San Jose Employees)

In accordance with the San Jose Opportunity to Work Ordinance, the Company adopts the following policies and practices:

Additional Hours for Qualified Part-Time Employees

Before hiring new employees or using subcontractors, temporary services or a staffing agency to do work, the Company will offer additional hours of work to existing part-time employees, provided that:

- The Company determines in its good faith and reasonable judgment that the part-time employees have the skills and experience to perform the additional work; and
- The additional hours of work would not cause the Company to have to compensate the employee at time-and-a-half or any other premium rate under any law or collective bargaining agreement.

For purposes of this policy, part-time employees are defined as nonexempt employees working less than 35 hours per week who (1) performed at least two hours of work for the Company in the last calendar week and within the geographic boundaries of San Jose, and (2) are entitled to payment of the minimum wage under California law.

The Company will use a transparent and nondiscriminatory process to distribute hours of work among existing employees.

Retaliation Prohibited

The Company will not terminate, threaten to terminate, demote, suspend, harass, discriminate or otherwise take adverse action against an employee in retaliation for exercising rights protected under the San Jose Opportunity to Work Ordinance, nor will the Company tolerate such retaliation.

Day of Rest

In each workweek, the Company will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month). An employee may also independently and voluntarily choose and confirm in writing not to take a day of rest. Please contact Human Resources for additional information.

EMPLOYEE BENEFITS

California State Disability Insurance

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount. To be eligible for SDI benefits, employees must have earned at least \$300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may

continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 60 to 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused sick leave prior to receiving SDI benefits. Employees may also choose to use accrued but unused sick leave to supplement SDI benefits received; if the employee chooses to do so, the Company will integrate all paid benefits so that the employee will not be paid more than their regular compensation at any time.

The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting their supervisor or the Human Resources department and complying with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law. When applicable, SDI benefits may be used concurrently with leave time available under the California Family Rights Act, the federal Family and Medical Leave Act, and any other applicable law.

Employees must file their claim for SDI benefits between 9 and 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department through [SDI Online](#).

Family Leave Insurance

Employees may be eligible for up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact Human Resources and comply with applicable eligibility, notice, and certification requirements when required by state or federal law

Amount and Duration of Benefits

The weekly benefit amount is generally 60 or 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

Supplemental Compensation for New Child Bonding (San Francisco Employees)

Pursuant to the San Francisco Paid Parental Leave Ordinance ("SFPPLO"), the Company will provide Supplemental Compensation to an eligible employee during employment when the employee receives California Paid Family Leave ("California PFL") benefits from the State of California ("the State") to bond with a minor child during the first year after the child's birth or placement through foster care or adoption.

Eligibility

All employees who perform work within San Francisco are eligible if they satisfy all of the following requirements:

- The employee began employment with the Company at least 180 calendar days prior to the first day of leave for which California PFL benefits for New Child Bonding are payable;
- The employee performs at least eight hours of work per week for the Company in San Francisco;
- At least 40% of the employee's total weekly hours worked for the Company are in San Francisco; and
- The employee is eligible to receive paid family leave compensation under the California Paid Family Leave law for the purpose of New Child Bonding.

Employees can elect to receive California PFL benefits intermittently, receiving the eight weeks of California PFL benefits in separate increments while taking leave during the 12-month period following the birth or placement of a child. For employees using California PFL intermittently, eligibility for Supplemental Compensation will be assessed at the beginning of each increment of intermittent leave. Accordingly, an employee who does not meet the 180-day eligibility requirement during the first increment of intermittent leave could still satisfy the requirement for subsequent increments. In addition, an employee may become ineligible for Supplemental Compensation if, between one intermittent receipt of California PFL benefits and the next, the employee's hours or work location change such that the employee no longer meets the eligibility requirements.

Definitions

New Child Bonding: Bonding with the employee's minor child during the 12-month period immediately following the birth of the child or placement of the child, through adoption or foster care, with the employee, for the period covered by the California PFL benefits law.

Maximum Weekly Benefit Amount: The Maximum Weekly Benefit Amount is determined by the State by using the employee's highest-earning calendar quarter during an approximate 12- month base period.

Supplemental Compensation: Supplemental Compensation is a partial wage replacement that is provided by the Company to an eligible employee during the period when the employee receives California PFL benefits from the State for New Child Bonding. Supplemental Compensation and California PFL benefits together will not exceed 100% of an employee's weekly salary and are subject to the Maximum Weekly Benefit Amount.

Duration and Timing of Supplemental Compensation

An employee may receive Supplemental Compensation for a period of up to eight weeks so long as the employee meets the eligibility, accrued vacation use, and documentation requirements set forth in this policy. The timing of an employee's receipt of Supplemental Compensation will depend on when the Company receives information directly from the State or, from the employee, a copy of the State's Notice Computation and confirmation that the employee has received the first California PFL benefits payment. Upon receipt of information from the employee and/or the State that is necessary to process payment, the Company will make a good faith effort to process the initial Supplemental Compensation payment in the next full pay period. To the extent possible, any additional Supplemental Compensation payment(s) will be processed in accordance with the Company's established pay schedule. There may be some situations where Supplemental Compensation is not paid to the employee until after the employee has returned from new child bonding. In those cases, the Company will pay the total Supplemental Compensation within thirty days of receiving the information required to process payment.

Calculation of Supplemental Compensation

Under California's PFL benefit program, an employee may receive income replacement from the State equal to approximately 60% or 70% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. Supplemental Compensation is provided to an eligible employee so that, in combination with the California PFL benefit, the eligible employee may receive approximately 100% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible employee will receive no greater compensation than their regular compensation during this period.

The State sets a ceiling on the amount an employee receiving California PFL benefits can be assumed to earn. This ceiling is also applied to Supplemental Compensation. In the case of an eligible employee whose weekly wages exceed the ceiling, Supplemental Compensation will not be calculated to reach 100% of the employee's normal gross weekly wage. Rather, the amount of Supplemental Compensation will be subject to the

ceiling and will be calculated based on the gross wage obtained by dividing the State's Maximum Weekly Benefit Amount by the percentage rate of wage replacement provided under the California PFL benefit law.

The Company will determine the amount of weekly Supplemental Compensation to be paid to an eligible employee once the necessary information regarding California PFL benefits is obtained from the employee or the State. Any increases in an employee's regular compensation will not necessarily result in an increase in Supplemental Compensation. However, the Company may recalculate the amount of Supplemental Compensation provided to an employee in situations where the employee's leave is intermittent and the employee's weekly wages decrease between the time the employee receives the first increment of PFL benefits and any subsequent period where the benefits are received for the same leave. This will be done to ensure the employee does not exceed 100% of the employee's weekly wage and is not subject to an overpayment charge from the State.

Involuntary Separation from Employment

If an employee is involuntarily separated from employment during the New Child Bonding period, the Company will continue to provide Supplemental Compensation for that period during which the employee continues to receive California Paid Family Leave benefits.

Voluntary Separation from Employment

If an employee voluntarily separates from employment with the Company within 90 days of the end of the California PFL period for New Child Bonding, the employee will be required to reimburse the Company for the full amount of Supplemental Compensation paid to them, upon receiving a written request for reimbursement from the Company.

Required Documentation for Supplemental Compensation

An employee must provide (or agree to provide) certain documentation and information to the Company before the employee will be able to receive Supplemental Compensation. Prior to receiving any Supplemental Compensation, an employee must either: (1) provide the Company with a copy of the Notice of Computation of PFL Benefits the employee receives from the State; or (2) authorize the State to disclose the employee's California PFL weekly benefit amount to the Company, at the time when the employee applies for California PFL benefits. An employee may choose to do both 1 and 2 in order to help avoid potential delays in calculating Supplemental Compensation.

If an employee chooses option 1, the employee must, upon receipt, provide the Company with the Notice of Computation and also upon receipt of the first California PFL benefits payment, notify the Company by email at HR@qwick.com. If an employee chooses option 2, the employee must notify the Company upon receipt of the first California PFL payment, so that the Company can contact the State to determine the employee's weekly California PFL benefit amount.

Employees must also complete a San Francisco Paid Parental Leave form (the "SFPPLO Form"). In Section 3 of the SFPPLO Form, employees must execute an

agreement to reimburse the full amount of Supplemental Compensation received from the Company in the event that they voluntarily separate from employment under the circumstances described in the Voluntary Separation from Employment section above.

Employees with more than one employer must also complete section 4 of the SFPPLO Form by providing information pertaining to wages received from all employers during the 90 days prior to the California PFL period.

Employees who are receiving California PFL benefits for intermittent new child bonding leave must provide the Company with the schedule of intermittent leave they have submitted to the State and notify the Company of any changes in that schedule.

Employees who fail to provide any or all of the required documentation will be disqualified from receiving Supplemental Compensation.

Protected Rights

The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the SFPPLO. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the SFPPLO; the right to file a complaint or inform any person about any employer's alleged violation of the SFPPLO; the right to cooperate with the San Francisco Office of Labor Standards in its investigations of alleged violations of the SFPPLO; and the right to inform any person of their possible rights under the SFPPLO.

Supplemental Compensation for Military Leave (San Francisco Employees)

Pursuant to the San Francisco Military Leave Pay Protection Act (MLPPA), the Company will provide Supplemental Compensation to covered employees during a qualifying military leave for up to 30 days in a calendar year.

Eligibility

Employees who perform work within the geographic boundaries of San Francisco, including part-time and temporary employees, are eligible for Supplemental Compensation for military leave if they are a member of the reserve corps of the United States Armed Forces, National Guard, or other U.S. uniformed service organization, and are absent from work for "military duty." For purposes of this policy, "military duty" is defined as active military service in response to the September 11, 2001 terrorist attacks, international terrorism, the conflict in Iraq, or related extraordinary circumstances, or military service to provide medical or logistical support to federal, state, or local government responses to the COVID-19 pandemic, natural disasters, or engagement in military duty ordered for the purposes of military training, drills, encampment, naval cruises, special exercises, Emergency State Active Duty, or like activity. Employees are required to comply with the Company's reasonable notice procedures when the need for leave to perform military duty is foreseeable. The Company will not require, as a condition of receiving Supplemental Compensation, that an employee search for or find a replacement worker to cover the hours during which the employee is on leave for military duty.

Calculating Supplemental Compensation

For purposes of this policy, “Supplemental Compensation” means the difference between the amount of the employee’s “gross military pay” and the amount of gross pay the employee would have received from the Company, had the employee worked their regular work schedule (excluding overtime unless regularly scheduled as part of the employee’s regular work schedule). Gross military pay does not include Military Pay Allowances, such as combat, clothing, housing, or aviation. “Gross pay” includes wages for hours the employee would have worked (including overtime if the employee was regularly scheduled for overtime), as well as all benefits, including health care, retirement, and profit-sharing benefits. In no case will Supplemental Compensation result in an employee receiving greater pay than they would have received if they had worked their regular work schedule rather than taken leave for military duty.

Duration and Timing of Supplemental Compensation

An employee may receive Supplemental Compensation for a period of up to 30 days in a calendar year so long as the employee meets the eligibility requirements. Leave for military duty with Supplemental Compensation can be taken in daily increments for one or more days at a time, for up to 30 days in a calendar year. The Company will make a good faith effort to provide the Supplemental Compensation no later than the payday for the payroll period when the employee’s military leave begins.

Documentation for Supplemental Compensation

To enable the Company to properly calculate an eligible employee’s Supplemental Compensation, the eligible employee should provide the Company with their written military orders and a current military Leave and Earnings Statement (LES). Employees should also verify the LES correctly reflects the employee’s current gross military pay as military compensation is subject to change based on a number of factors.

In the absence of such documentation, the Company will request that the employee provide their military rank and total number of years of military service to enable the Company to use the Defense Finance Accounting Service’s current basic pay rate chart to calculate gross military pay.

Repayment of Supplemental Compensation

Employees who receive Supplemental Compensation and are fit for employment in their previous positions upon release from military duty, but who fail to return to their positions within 60 days of release from military service, may be required to repay an amount, up to the entire amount, of the Supplemental Compensation that they received from the Company with interest. In these situations, the Company will treat already-provided Supplemental Compensation as a loan payable with interest. Any loan taken by the Company against the employee to recoup previously paid Supplemental Compensation will be repaid in equal monthly installments with interest over a period not to exceed five years. Loan repayments will begin either 90 days after the employee was released from military service or when the employee is determined to be fit for employment and fails to return to their position, whichever is later.

Protected Rights

The Company will not interfere with, restrain, or deny the exercise of or the attempt to exercise, any right protected under the MLPPA. Such rights include but are not limited to the right to Supplemental Compensation pursuant to the MLPPA; the right to file a complaint or inform any person about the Company's or any other employer's alleged violation of the MLPPA; the right to cooperate with the San Francisco Office of Labor Standards Enforcement in its investigations of alleged violations of the MLPPA; and the right to inform any person of their possible rights under the MLPPA.