

NOTICE TO EMPLOYEE

Labor Code section 2810.5

This form is not intended to alter the at-will relationship between you and the Company. Employment is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship at will, at any time, with or without cause or advance notice.

EMPLOYEE

Last Name: _____ First Name _____ Middle Initial _____ Hired Date _____

EMPLOYER

Legal Name of Hiring Employer: Kimco Staffing Services, Inc., A staffing agency and California Corporation

Other Names Hiring Employer is "doing business as" (if applicable): Kimco Office Pros, Kimco Industrial Staffing, Kimco Technology Group, Kimco Financial Solutions, MediQuest, Advantex Professional Services, Essential Legal Staff

Physical Address of Hiring Employer's Main Office: 17872 Cowan Avenue, Irvine, CA 92614

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

Hiring Employer's Telephone Number: 949-752-6996 **Assignment Location:** Kimco Various- TBD

WAGE INFORMATION

Range(s) of Pay: _____ **Overtime Pay Range(s):** _____

If this box is marked, this position is exempt from overtime

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

Does a written agreement exist providing the rate(s) of pay? Yes No (no fixed term: "At Will")

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

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances): NONE

Regular Payday: Weekly, every Friday

WORKER'S COMPENSATION

Insurance Carrier's Name: XL Insurance America, Inc.

Address: 725 S. Figueroa St., Suite 4000, Los Angeles, CA 90017

Telephone Number: (213) 239-0366 **Policy No.:** RWD3001216

PAID SICK LEAVE

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

- a. Will accrue paid sick time at the rate designated by the State of California (unless the job locality where associate is assigned deems differently)
- b. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year, in increments of no less than 2 hours;
- c. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- d. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 - 1. requesting or using accrued sick days;
 - 2. attempting to exercise the right to use accrued paid sick days;
 - 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 - 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

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

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

ACKNOWLEDGEMENT OF RECEIPT

(Optional)

(PRINT NAME of Employer representative)

(PRINT NAME of Employee)

(SIGNATURE of Employer Representative)

(SIGNATURE of Employee)

DATE

(Date)

Date

(Date)

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

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