



KENDALL LAW

EMPLOYEE HANDBOOK

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Welcome

We are pleased that you have decided to join Kendall Law. For purposes of this Handbook, the term “employee” includes all employees of the Firm, including but not limited to all hourly and salaried employees, and supervisors.

We would like to take this opportunity, through the use of this Employee Handbook, to personally welcome you and introduce you to our policies and procedures. We are confident that you will find our Firm a dynamic and rewarding place to work, and we look forward to a productive and successful association. We consider the employees of the Firm to be its most valuable resource. This Handbook has been written to serve as the guide for the Firm /employee relationship and does not create a contract for continued or long-term employment.

There are several things that are important to keep in mind about this Handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of the general policies and procedures described. No supervisor or other representative of the Firm has the authority to enter into any contractual agreement for employment for any specified period of time, except agreements signed by the Owner and the employee. The Handbook governs all employees of the Firm.

Second, the procedures, practices, policies, and benefits described here may be modified or discontinued from time to time at the Firm’s discretion, with the exception of the at-will policy. We will inform you of any material changes as they occur.

Finally, this Handbook supersedes all previous handbooks and employment policies.

Again, welcome to our family. We’re proud to have you with us!

Sincerely,

Eileen Kendall
Owner

Introduction

In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. It is also important to know what the Firm does for you. This Handbook explains what you may expect from the Firm, as well as what will be expected of you. This Handbook replaces any and all earlier employee handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and Firm practices, whether written, oral or established by practice. Individual written employment contracts may supersede some of the provisions of this Handbook.

This Handbook is designed to familiarize you with the Firm's major policies and to answer common questions posed by employees. It cannot, however, anticipate every situation or answer every question about your employment. It is a summary of the Firm's personnel policies, benefits and work rules. If you have any questions about the Firm's policies and practices that are not answered by this Handbook, you should ask a supervisor or Owner.

Circumstances will require that the policies, practices and benefits described in the Handbook change from time to time. The Firm has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate from time to time in its sole and absolute discretion. Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by the Owner.

As an employee of the Firm, you must agree (a) to become familiar with this Handbook's terms; and (b) if you do not understand any provision of the Handbook, you must discuss the provision with the Owner right away.

SECTION 1 GENERAL

Right to Revise

Please understand that this handbook only highlights our policies, practices and benefits for your personal education and cannot be construed as a legal contract of promised employment. Except for the employment at-will policy, we reserve the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook.

Violation of Policies

A violation of any policy whether or not detailed in this handbook will result in disciplinary action, up to and including termination.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, coerce employees or unlawfully restrict an employee's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of improving working conditions. In addition, nothing in this Handbook prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

Open Door Policy/Complaint Procedures

We are committed to open and honest communication in the workplace. We are interested in listening to your concerns, problems, and suggestions.

If you have a concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with Management. We prefer that you follow the usual reporting channels to find a solution, starting with your immediate Supervisor, and/or management, but we understand that there are circumstances where you may not be comfortable with the usual reporting channel. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management without fear of reprisal.

The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.

Employees should immediately report any incidents of discrimination, harassment retaliation, workplace safety violations, workers compensation abuse, potential workplace violence situations or any workplace ethic violations.

Employment At-Will

Your employment is at-will, which means that employment may be terminated with or without cause or notice at any time. Terms and conditions of employment— other than employment at-will — may be modified at our sole discretion. No one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting our discretion to modify other terms and conditions of employment and this must be done in writing. No implied contract concerning any employment-related decision can be established by any other statement, conduct, policy or practice. Examples of terms and conditions of employment include: termination, promotion, demotion, transfers, hiring decisions, compensation, benefits and discipline.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

Equal Employment Opportunity

Kendall Law is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, registered domestic partner status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/characteristics, gender, gender identity, gender expression (including transgender identity or expression), reproductive decisionmaking, military or veteran status, or any other characteristic or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms Kendall Law commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2 below.

Immigration Law Compliance

We are committed to employing only individuals who are authorized to work in the United States. Each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former employee who is rehired, you must also complete the form if you have not completed an I-9 within the past three years, or if your previous I-9 is no longer retained or valid. If you have questions or seek more

information on immigration law issues you are encouraged to contact the United States Citizenship and Immigration Services (USCIS) at 1-800-375-5283.

Employee Classifications

The following terms will be used to describe employment classifications and status:

Full-Time Employee

Full-time employees are those who are regularly scheduled to work at least 40 hours per week that are not hired on a temporary basis.

Part-Time Employee

Part-time employees are those who are regularly scheduled to work fewer than 30 hours per week that are not hired on a temporary basis. Part-time employees are eligible for Firm paid benefits.

Temporary Employee

Employees hired for an interim period of time, usually to fulfill a specific project or projects of limited duration. Temporary employees are not eligible for Firm paid benefits, except as required by law.

Non-Exempt Employees

Non-exempt employees are entitled to overtime pay and will be paid in accordance with applicable federal, state, and local laws. For the purposes of overtime calculations, hours paid but not worked (i.e., vacation, holiday, sick leave) will not be counted.

Exempt Employees

Exempt employees are salaried employees who work in professional, executive or administrative capacities, whose monthly salary is not less than two times the state minimum wage for full time employment and who are exempt from the overtime provisions of applicable federal and state laws.

Sick Leave and Other Types of Leave

General Information

Leaves of absence are unpaid. If applicable, you may qualify for a paid leave for Organ and Bone Marrow Donation. We may require you to use accrued paid time off to cover some or all of the leave in accordance with state and federal law. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance during your leave, visit www.edd.ca.gov for more information.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval may be treated as a voluntary resignation.

A leave of absence is defined as an unpaid excused absence from work where the employee has received prior approval from the Owner to care for one's own serious health condition or to care for another, as allowed by state or federal law. Requests for leave of absence must be submitted to the Owner in writing at least 30 days prior to the date the leave is to begin. In cases of unexpected emergency, the request should be submitted as soon as reasonably possible. In the case of a request for a medical leave of absence for a serious health condition or to care for another, a statement from a licensed health care provider giving the date of the onset of the temporary disability and the expected date of return to duty will be required, as required by law. This pertains to all temporary medical disabilities, whether the cause is job related or non-job related.

In the event of an unexpected medical emergency, the employee should make arrangements for someone to notify the Owner immediately. Employees must comply with the Firm's normal call-in procedures, as applicable, during any leave of absence.

Disability and Religious Accommodation

The Firm will make reasonable accommodations for (1) the known physical or mental disabilities of an otherwise qualified applicant for employment or employee or (2) for their sincerely held religious beliefs, observances, or practices that conflict with the employee's employment duties, as required by federal and state law, unless undue hardship would result to the Firm. Any applicant or employee who requires accommodation in order to (1) perform the essential functions of a job or (2) because of their religious beliefs, observances, or practices should contact the Owner at eileen@kendalllaw.net or (310) 619-4941. The applicant or employee should advise the Firm what accommodations they believe are needed in order to perform the job. Employees may make the request orally or in writing. After receiving an oral or written request, the Firm along with the employee will engage

in an interactive process to determine if a reasonable accommodation exists that resolves the conflict, is required under law, and does not create an undue hardship for the Firm. The Firm will not accommodate an applicant or employee if the accommodation would constitute a direct threat to the health or safety of individuals in the workplace.

The Firm also reserves its right to require an employee to undergo a fitness-for-duty medical examination, at the Firm's expense, if the Firm believes or suspects that the employee may not be able to perform the essential duties of the job or may not be able to perform the essential duties of the job without risk of harm to the employee or others. In such an instance, the Firm will so advise the employee of the need for the examination. Depending on the situation, the Firm may place the employee on unpaid administrative leave pending the results of the examination.

Leave of Absence Notice and Certification Requirements

It is important to request any leave in writing as far in advance as possible, to keep in touch with Management during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide us with a certification from a health care provider both prior to the leave and before reinstatement. The certification should include:

- The date on which you become disabled or the date of the medical advisability for a transfer;
- The probable duration of the period(s) of the disability or the period(s) for the advisability of a transfer; and,
- A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that a transfer is medically advisable.

Accrual of Benefits

You will not accrue any benefits (such as vacation, sick leave, holidays, etc.) during an approved leave.

Paid Sick Leave

The Firm recognizes the importance of taking care of your health, and ensuring you are at your best when working. If you are not feeling well, please leave if you are at the office, or stay home to get better and rest! Please schedule your clients and projects as necessary. Take time to rest, recover, and visit the doctor if needed.

We ask that you use discretion with both timing and duration and contact the CEO as soon as possible if your sick time exceeds 3 days. Sick Leave is intended to provide financial assistance to an employee when work must be missed due to illness, to attend a healthcare appointment, for the employee, for an eligible family member or for any individual designated by the employee at the time he or she wishes to take sick leave.

Eligibility

All employees are granted paid sick leave as follows.

Lump Sum Accrual Method

All employees will automatically be given a bank of 40 hours (5 days) from the moment of hire. Any unused or accrued time will not carry over or rollover. On January 1st of each year, each employee's bank will be reset and provided 40 hours (5 days) of new leave time.

Use

You will be entitled to use accrued sick days beginning on the 91st day of employment. Paid sick leave may be used in as little as one hour increments.

You may use paid sick leave for yourself, for any individual designated by you at the time you request your paid sick leave for any eligible family member. Paid sick leave may be used for:

- Diagnosis, care, or treatment of an existing health condition;
- Preventive care;
- To attend a medical or dental appointment;
- To attend to or provide care for any individual designated by you or a family member with a physical or mental illness;
- To recover or recuperate from an injury or health condition; and/or
- If you are a victim of domestic violence, sexual assault, or stalking.

“Family member” includes:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom you stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The biological, adoptive, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child.
- Your spouse, your registered domestic partner, your grandparent, your grandchild, your sibling.

If the need for paid sick leave is foreseeable, you must provide reasonable advance notice to Management as soon as practicable. Appointments should be

scheduled either at the beginning or the end of your workday whenever possible. If you become sick during the day, you must inform Management before you leave the facility.

Paid sick leave is available only for days on which you would have been scheduled to work, but were unable to work because of one of the purposes described above.

Pay

Nonexempt based employees will be paid at their regular rate of pay excluding overtime, bonus, or other compensation when they use paid sick time. Exempt employees will be paid in the same manner as wages are calculated for other forms of paid leave time and in accordance with applicable law. Paid sick leave has no cash value upon separation of employment or at any other time.

Bereavement Leave

Upon the death of a family member or following a reproductive loss event, employees who have worked for the Firm for at least 30 days are entitled to take a leave of absence of up to 5 days within 3 months of the family member's death. Employees will be granted 3 days of paid leave and the remaining 2 days will be unpaid. Employees may use any accrued and available PTO to compensate for these days off if they so choose. Bereavement leave days do not need to be taken consecutively so long as they are used within the three-month period provided in this policy. Employees will be paid at their regular base rate of pay.

For purposes of this policy, an employee's "family member" is defined to include the employee's current spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

To request time off for bereavement leave, the employee should contact their supervisor and provide documentation of the need for such leave. The Firm will maintain the confidentiality of any employee requesting bereavement leave. Any employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

Paid bereavement leave does not accumulate, accrue, or carry over.

Leave of Absence for Emergency Service

The Firm will grant time off without pay to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue person, or a disaster medical responder.

Seniority during Leave of Absence

Leave for CFRA, PDL or Organ or Bone Marrow Donation, if applicable, will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority.

For all other leaves, you will not accrue seniority during your leave but you will not forfeit previously accrued seniority.

Jury Duty

Any employee wishing to serve on jury duty may do so without pay. You should bring any juror's questionnaire to your supervisor, or the Owner immediately after it is received so that arrangements to accommodate your absence may be made.

While serving on a jury, you are expected to report for work whenever the court schedule permits, unless otherwise instructed by the Firm. You may be required to provide the Firm with written proof of jury duty.

Hourly (non-exempt) employees will not be paid by the Firm while serving on a jury. A salaried (exempt) employee's salary will not be reduced for partial weeks of work due to service as a juror. However, a salaried employee will not be paid by the Firm if the employee misses an entire week of work due to jury duty.

You may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty.

Voting Time

Because the Firm has a continuing interest in encouraging responsible citizenship, you are urged to vote for candidates of your choice at local, state and national elections either before or after an employee's regular shift. If you do not have sufficient time outside of working hours within which to vote, you will be allowed to take up to two (2) hours off with pay for this purpose. Such time off should be taken at the beginning or end of your regular shift, whichever allows for more free time.

To receive time off for voting, you must advise your supervisor that you will need time off at least two (2) working days before Election Day, if possible, receive approval from your supervisor, and present a voter's receipt to your supervisor.

Military Service

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon

reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

California Family Rights Act (CFRA)

**The Firm must meet eligibility requirements governed by law in order to offer this type of leave to employees.

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Firm for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply); and
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave*.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job;
- To care for your family member or any other “designated person” (defined as any individual related by blood or who is the equivalent of a family relationship) who has a serious health condition. For purposes of CFRA leave, a “family member” includes your:
 - Spouse;
 - Parent;
 - Child of any age;
 - Registered domestic partner;
 - Grandparent;
 - Grandchild;
 - Sibling; and
 - Parent-in-law
- The birth of your child, or placement of a child with you for adoption or foster care; and
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States.

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. (See the Pregnancy Disability Leave policy for more information).

For additional information about eligibility for CFRA leave, contact the Human Resources Department.

Qualifying Exigencies Related to Active Duty

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but

are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, Kendall Law uses a rolling 12 months.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See Pregnancy Disability Leave policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Firm will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Firm may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact Human Resources as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Firm at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Firm. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the Firm must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, the Firm may require, at its expense, a second opinion from a health care provider that the Firm chooses. The health care provider designated to give

a second opinion will not be one who is employed on a regular basis by the Firm.

- If the second opinion differs from the first opinion, the Firm may require you, at the Firm's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Firm.

Certification

Kendall Law requires you to provide certification. You will have 15 calendar days from the Firm's request for certification to provide it to the Firm, unless it is not practical to do so. The Firm may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Firm may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants your participation.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition

If you are on leave because of your own serious health condition, the Firm will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

Health and Benefit Plans

If you are taking CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Firm will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Firm may recover premiums paid to maintain health coverage if you fail to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, CFRA leave is unpaid. The Firm may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with the Firm's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact HR.

Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

School Suspension Leave

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify Management as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose. We may require you to provide documentation of your need to attend a meeting at the school.

On-the-Job Illness/Injury Related Leave of Absence

If you sustain work-related injuries or illness you must inform Management immediately. No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

We will grant a workers' compensation disability leave if you have an occupational illness or injury in accordance with state law. We will try to reasonably accommodate you with modified work, where such work would be appropriate and is available.

Neither the Worker's Compensation insurer nor the Firm will be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work-related duties. Workers' compensation fraud is cause for immediate termination.

Medical Leaves of Absence - non CFRA qualifying

You may be granted a leave of absence due to a personal illness, injury or other disabling condition. We reserve the right to approve or deny any request for such leave. Our operational needs, your reason for leave, your job performance, requested length of leave and length of employment will be considered in determining whether your request will be granted.

Victims of Domestic Abuse, Sexual Assault, or Stalking

We will not discriminate against you if you are a victim of domestic violence, sexual assault or stalking for: taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of you or your child; taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding

Please provide us with reasonable advance notice before you take time off. If, however, you are unable to provide advance notice, please provide proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document

You may use available vacation, personal leave, or accrued paid sick leave for your absence. Even if you don't have paid leave available, you still have the right to unpaid time off.

You can ask for a reasonable accommodation to make sure you are safe at work. To facilitate your request, you will need to provide a signed statement certifying that your request is for a proper purpose. We will also need proof of your status as a victim of domestic violence.

Time Off for Crime Victims

We will not discriminate against you if you take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. You may take time off from work, without fear of discrimination, harassment, or retaliation if you, an immediate family member (spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) are a victim of a violent or serious felony, or of felony theft or embezzlement.

Before you may be absent from work under this provision, you must provide a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, no disciplinary action will be taken against you if you, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from any of the following:

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney's office.
- The victim/witness office that is advocating on behalf of the victim.

You may use vacation, medical and/or other leave or other accrued time off if available.

If you are a crime victim and suffered direct or threatened harm, you may also be granted leave to be heard at any proceeding where your rights are at issue. Please contact Management for more information regarding leave for proceedings involving crime victims' rights.

Emergency Duty Leave

If you are a volunteer firefighter, peace officer, an employee or member of a disaster response entity sponsored or requested by the state, please tell Management that you may have to take time off for emergency duty. When taking time off for emergency duty, tell Management before doing so when possible.

Pregnancy Disability Leave

If you are disabled due to pregnancy, childbirth, or related medical condition, you may take up to a maximum of four (4) months leave per pregnancy. “Four months” means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month- to-month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating your normal work month. A pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as needed basis.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy- induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider’s recommendation.

At your option, you can use any accrued paid time off as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Firm of the need for a reasonable accommodation.

You must give the organization at least 30 days’ advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give Kendall Law notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, Kendall Law will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be reasonably accommodated for pregnancy. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Medical insurance and coverage will be continued on the same basis, including your requirement to make any premium contributions, as when you are actively employed.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12 month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position (26 weeks for military caregiver leave). We will grant leaves and extensions in accordance with state and federal law in effect at the time the leave is granted. You will be advised at the time the leave or extension is granted what conditions apply to that leave or extension.

Office Standards

Introductory Period

During your first 90 business days of employment, you will be utilizing your prior experience to learn our processes and procedures at Kendall Law. We will utilize this period to help you learn and also to determine whether you are able to meet the expectations of this job. We may extend this introductory period due to any legitimate business reason or because of any approved absences you may take during this period. During this period as well as throughout the entire length of your employment, you will remain on an At-Will employment status.

Business Hours

The Firm's workweek begins on Monday and ends the following Sunday. The Firm's workday typically begins at 9 A.M. and ends at 5 P.M.

Work Schedules

Employee work schedules are planned according to the needs of the Firm. The precise time when you finish work will be determined by the supervisor and may vary according to business volume and the proper completion of your work responsibilities.

All overtime must be pre-approved. Employees working unauthorized overtime may be subject to disciplinary action up to and including termination.

Employee Meetings

Occasionally it is necessary to hold employee meetings with all or part of the staff. These meetings are an excellent forum in which to communicate with management and other employees. Attendance at these meetings is mandatory and you will be paid for attending these meetings in accordance with state and federal law.

Attendance

The Firm counts on your attendance and expects regular attendance during working time. Regular and timely attendance is an essential function of every employee's job. You are expected to be present, properly dressed and groomed, ready to start work promptly at the beginning of your shift and after your meal period and rest breaks. You are expected to work until the scheduled quitting time. Unsatisfactory attendance, reporting late or quitting early, or patterns of absenteeism or tardiness, may result in disciplinary action, up to and including termination.

You must contact your supervisor on any day on which you expect to be late for work or absent for any reason. It is not acceptable to leave a message with another employee. You must speak to a supervisor. The call must be made as early as possible, but no less than two (2) hours before the start of your scheduled shift, in order to provide the Firm with time to make necessary arrangements to

cover your job responsibilities. You must inform the Firm as to the reason for your absence and the anticipated duration of the absence. In the case of an unexpected emergency, you must notify your supervisor as soon as reasonably possible.

If you are absent for scheduled shifts totaling more than seventy-two (72) consecutive hours due to illness, you may be required to submit documentation from your healthcare provider to substantiate your need for time off. Failure to comply with such requests may be cause for disciplinary action, up to and including termination.

An employee who fails to report for work without prior notice to the Firm, as indicated above, is considered a no call/no show. Any employee who no calls/no shows for two (2) scheduled work days without giving prior notice to the Firm will be considered to have voluntarily quit at the end of the employee's scheduled shift on the second shift.

Permission to Leave During Working Time

If it becomes necessary for you to leave the premises during regular working time, you must advise your supervisor before you leave, except for authorized meal and rest periods. If your absence is for personal business or business that is not part of your job, you must punch out and your supervisor must approve your timecard except during rest periods.

Telephone Policy

Whether a client is calling for directions, intake or other information, your conversation with them may be their first contact with our Firm. Become familiar with the Firm 's procedure for answering phones, even if you are not routinely required to do so. Make a great first impression!

The telephone is for business calls or emergencies only. Your friends and relatives should be told not to call you during your working time, except in case of an emergency. The use of personal cell phones is strictly prohibited during your working time.

Employees should not accept or make cell phone calls or electronic/text (including Facebook and other social media) messages during working time, unless the nature of their duties require such communications with clients or other employees. You should use your cell phone to make necessary personal calls during your meal and rest periods.

While on the Firm premises, employees have no reasonable expectation of privacy regardless of whether you are on a break and regardless of whether you use the Firm equipment. Further, the Firm reserves the right to monitor employee telephone calls and employee electronic/text messages, as authorized by law.

Firm Equipment

All Firm business machines, equipment, and furnishings, including but not limited to desks, computers, cabinets, and files, are Firm property and the Firm reserves the right to monitor, access, and inspect such equipment, and furnishings. Therefore, employees should have no expectation of privacy with respect to any information or materials stored in Firm-owned equipment, or furnishings.

Firm-owned equipment is expensive and may be difficult to replace. When using equipment, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. At no time is Firm-owned equipment to be used for personal purposes.

If you have any questions about your responsibility for the maintenance and care of equipment, you should ask the Owner.

You should immediately notify your supervisor if any equipment appears to be damaged, defective or needs repair. The negligent, careless or unsafe use of the Firm-owned equipment may result in discipline, up to and including termination.

You are responsible for all Firm property issued to you or in your possession or control. You must return all such property immediately upon request, or at the time of separation from employment with the Firm. If you fail to return any Firm property or should any of the property be returned in a broken or damaged condition, as a result of your willful act or gross negligence, the Firm may deduct the reasonable, depreciated value of the property from your paycheck. The Firm may also take all appropriate legal action to recover its property.

Expense Reimbursement

Employees may be reimbursed for reasonable and necessary expenses incurred in the course of performing their job duties. All expenses incurred should be requested in advance when possible. If not possible, expenses must be submitted to the Firm in writing within 30 days of the date of the expenditure. Employees must submit a copy of the appropriate bill, receipt, or other satisfactory evidence identifying the costs incurred to the employee.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any question about whether an expense will be reimbursed. Violations or abuse of reimbursement policy will be subject to disciplinary action up to and including termination.

If an employee is required to use a personal cell phone to make work-related calls or to send/receive text messages, and/or emails, the Firm will reimburse the

employee. This amount is intended to reimburse you for the cost of the business calls/text messages and emails as well as the cost of maintaining the cell phone. If you believe you are eligible for such a reimbursement but are not receiving it, please notify the Firm right away.

Mileage

Where specific permission has been granted for you to use your automobile to carry out Firm business, you will be reimbursed for all mileage expenditures in the performance of Firm business. You will be reimbursed for mileage at the rate provided for in the current IRS standard mileage rate. This amount is intended to reimburse you for all necessary costs incurred in operating your vehicle including, but not limited to, gasoline, oil, tires, maintenance, and insurance. All claims for reimbursement for mileage expenses must be submitted to your supervisor within thirty (30) days, accompanied with the proper documentation to establish legitimate expenses.

Use of Personal Vehicles

Employees who use their own personal vehicles for business purposes must have their own automobile insurance. In such a case, the employee must provide the Firm with proof of insurance. Employees must also advise the Firm upon being informed of any change in their insurance status. Failure to comply with this policy may result in discipline, up to and including the termination of employment.

If an employee whose position involves any driving is unable to obtain or maintain a valid driver's license, obtain or maintain insurance coverage for the employee's own vehicle, the Firm will determine in its sole discretion whether the employee will be terminated, transferred to a non-driving position, or otherwise.

Employees who have "at fault" accidents while driving on Firm business may be subject to discipline, up to and including termination, even for a first accident. Because the Firm believes in safe driving habits, any traffic violations received while in a vehicle on Firm business will be the sole responsibility of the employee.

Employees must not drive their vehicle on Firm business, unless doing so is part of their job responsibilities or they have received prior authorization from the Owner to do so. The Firm does not assume responsibility for damages to any personal vehicle while on Firm business. Employees are encouraged to take steps to safeguard their vehicle from damage.

In the course of such operation, employees are always expected to exercise good judgment and safe driving practices, including avoiding any activity which may distract their attention from the road or violate any law. Such activity includes speeding or other reckless driving. Any employee who fails to use their seat belt,

whether a driver or a passenger, in any vehicle on Firm business is subject to discipline, up to and including termination of employment.

Parking

Parking is provided for all employees. The Firm is not responsible for any loss or damage to employee vehicles or contents while parked on Firm property.

Cell Phone Safety

The Firm expects employees whose job responsibilities include regular or occasional driving and who use a cell phone for business use to refrain from using their phone while driving, including but not limited to placing or accepting calls or sending, reading or reviewing texts or emails. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, the Firm expects employees to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If employees must take or make a phone call, they must use a hands-free option such as a headset or speaker phone. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to disciplinary action, up to and including termination of employment.

Remote Work and Electronic Usage

Some employees within the firm are authorized to work remotely. Employees must receive the Owner's express approval before performing any such work. While working remotely, employees must adhere to all policies and procedures whether within this handbook and without. Employees must adhere to all timekeeping and wage and hour policies and procedures and track their time on Firm approved software and systems.

Each week, employees must submit their hours worked, rest breaks, and meal breaks. Employees who violate this policy may be subject to discipline up to and including termination.

Smoking

As part of the Firm's efforts to provide a safe and healthy workplace, smoking of tobacco products or chewing tobacco is prohibited on Firm premises, including but not limited to work areas, break areas, bathrooms and hallways. Tobacco products include cigarettes and any electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device including but not limited to an electronic cigarette, cigar, pipe, or hookah. "Smoking" also includes the use of

any electronic smoking device that creates an aerosol or vapor or the use of any oral smoking device for the purpose of circumventing the smoking prohibition. Employees who smoke may do so only on their meal and rest breaks and only in designated areas and in accordance with state and federal law.

Email

The email system is the property of the Firm. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Firm. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Firm email system is Firm property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Firm hardware and software.

Electronic mail is like any other form of Firm communication and may not be used for harassment or other unlawful purposes. Your email account is a Firm-provided privilege and is Firm property. Remember that when you send an email from the Firm domain, you represent the Firm whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Firm rules, policies and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Firm, as well as any other form of electronic communication. The same principles and guidelines found in the Firm rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Firm’s legitimate business interests, may result in disciplinary action, up to and including

termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Conduct

We place a high value on teamwork and ethical conduct. As a business, we follow the laws and regulations that govern us and as an employee, we expect you to do the same. You must conduct yourself in a manner that will not embarrass or discredit our good reputation. You are expected to give loyal and efficient service and your conduct on and off the job is a direct reflection of us. Because you represent us, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or customers, you are asked to be courteous, tactful and fair.

Regardless of your classification, status or length of service, you are expected to meet and maintain our standards for job performance and behavior. Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions:

- Conduct which may endanger the wellbeing of any employee or other person on Firm premises.
- Falsifying any employment document, filing a false claim of worker's compensation or harassment.
- Gambling, carrying weapons or explosives, or violating criminal laws.
- Fighting, throwing objects, horseplay, practical jokes, or other.
- Engaging in acts of dishonesty, fraud, theft, or sabotage.
- Posting harassing, threatening, slanderous or malicious posts on social media websites.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned.
- Damaging, misusing, losing, wasting, or destroying Firm property due to unauthorized use or careless and willful acts.
- Performance which does not meet the requirements of the position, including excessive absences or tardiness.
- Excessive unexcused absenteeism or tardiness, including a pattern of absenteeism or tardiness;
- Job abandonment;
- Working overtime without the prior approval of your supervisor;
- Failure to observe safety rules and regulations;

- Insubordination, including improper conduct toward a supervisor or refusal to follow instruction from a supervisor;
- Other circumstances that we determine warrant corrective action.

Violations of any Firm policy may lead to discipline, up to and including termination.

Client Relations

The Firm believes that a client's clientage is earned by providing high-quality legal services and excellent service. Everyone must be considered a potential client, whether they are inside or outside of the Firm's office. Employees are expected to conduct themselves in a congenial and helpful manner at all times in order to enhance our business. Inappropriate or unprofessional conduct or communication with clients may lead to disciplinary action up to and including termination from employment.

We are a service business and all of us must remember that the client always comes first. It is the client that pays all of our wages.

Clients are to be treated courteously and given proper attention at all times. Never regard a client's question or concerns as an interruption or an annoyance. Client inquiries, either in person or by telephone, must be addressed promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct show your desire to assist the client in obtaining the help needed. If you are unable to help a client, find someone who can.

All correspondence and documents, whether to clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in paperwork demonstrates your commitment to those with whom we do business.

Never argue with a client! If a problem develops, or if a client remains dissatisfied, ask your supervisor to intervene.

Drug Free Workplace Policy

Use of alcohol or any controlled substance on the job adversely affects your work performance, efficiency, safety and health and the wellbeing of others. Our workforce and workplace must be free of illegal (under state and federal law) substances ("Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. This includes marijuana, which remains illegal under federal law, and prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid

prescription.). You are prohibited from reporting to work or working while under the influence of alcohol, illegal drugs or any controlled substances, except when the use is pursuant to a licensed medical practitioner's prescription and that practitioner has authorized you to report to work. The Firm will make reasonable accommodations to the extent required by local, state and federal laws. This requirement is based upon the fact that any measurable amount of an illegal drug may render the employee physically or mentally impaired. While we recognize your right to your own lifestyle, we will not accept the risk that on-the-job or off- the-job drug abuse by you may cause or contribute to accidents or other job performance problems.

Furthermore, the use or being under the influence of any legally obtained alcohol or drugs by you while performing Firm business or while in our facility is prohibited. If you feel or have been informed that the use of a legal drug may present a safety risk, you are to report such drug use to your Supervisor.

In order to provide you with some guidance concerning unacceptable behavior, we strictly prohibit the following:

- Possession, use, or working under the influence of alcohol, or an illegal substance.
- Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
- Driving a Firm vehicle at any time, or your personal vehicle on Firm business, while under the influence of alcohol or an illegal substance.
- The use of, or working under the influence of, any controlled substance, including prescription or over-the-counter drugs, if such use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of our facility.

If you violate the above rules and standards of conduct, we may bring the matter to the attention of appropriate law enforcement authorities.

If you have chemical dependencies (alcohol or drugs), we will encourage you to seek treatment and/or rehabilitation. To this end, if you desire such assistance, you should request a treatment or rehabilitation leave or assistance.

For the avoidance of doubt, employees will not be subject to any adverse action for the lawful, off-duty use of legal substances, including, without limitation, marijuana.

Firm Events

Some employees may be invited to voluntarily attend Firm or business-related events where alcohol is served. Employees are expected to use good judgment in consuming alcohol at any such Firm or business-related event. Under no circumstances should

employees ever operate a vehicle if they are under the influence. Becoming intoxicated at any of these events may lead to disciplinary action, including termination.

Workplace Violence

We do not tolerate threats or acts of violence in the workplace, and workplace security is an integral part of our Safety Program. This includes such things as physical violence and fighting, but also includes vulgar or abusive language, threatening, intimidating or coercive behavior aimed directly or indirectly at any employee or person doing business with us.

All employees should treat each other in a considerate and respectful manner. You should feel free to report, without fear of retaliation, any condition that you believe poses a safety, health or security risk in the workplace. We will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy. We will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above. Violation of this policy may warrant immediate termination from employment.

Workplace Weapons Policy

In order to ensure a safe environment for employees and customers, we prohibit the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities or on our property. Any employee known to be in possession of a firearm or other weapon while on Kendall Law facilities/property or while otherwise fulfilling job responsibilities may face disciplinary action including termination.

Firearms or other dangerous weapons includes but is not limited to:

- Any device from which a projectile may be fired by an explosive
- Any simulated firearm operated by gas or compressed air
- Slingshot
- Sand club
- Metal knuckles
- Any spring blade knife
- Any knife which operates or is ejected open by an outward, downward thrust or movement
- Any instrument that can be used as a club and poses a reasonable risk of injury

Staff or security personnel will request any client or visitor found in possession of a firearm or other dangerous weapon to remove it from the facility. The client or visitor may also be removed from the property, and local law enforcement authorities will be notified promptly.

Confidentiality and Non-Disclosure

During the course of employment with the Firm, the Firm may provide and make available to you certain confidential and/or trade secret information regarding our business and clients (“Confidential Information”), including without limitation:

- sales and marketing information;
- client names, addresses, telephone numbers, e-mail addresses, financial information, and specific characteristics;
- client service procedures;
- business plans and projections, including expansion plans;
- training materials;
- personnel information relating to other employees; and
- Firm-compiled financial information of the Firm.

All Confidential Information is disclosed or revealed to employees with the understanding that such information is considered to be secret and proprietary to the Firm and is a valuable commercial asset of the Firm. All Confidential Information is being provided and disclosed to you solely for use in connection with your employment with the Firm. You agree that, during and subsequent to the time of employment with the Firm, you:

1. will not reveal, disclose, or permit the disclosure of any of Confidential Information to any person or entity, including the general public, absent written consent and approval from the Firm;
2. will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any Confidential Information without the Firm's written consent and approval;
3. will not make use whatsoever, directly or indirectly, of the Firm's Confidential Information except for the purposes specified by the Firm or required to perform your job for the Firm;
4. will not make any use of Confidential Information for your own benefit or the benefit of any person or entity other than the Firm;
5. will not remove Confidential Information from the Firm in any form or medium; and
6. will return all Confidential Information to the Firm immediately upon the Firm's request and at the time the employment relationship ends.

Nothing in this policy is intended, nor shall be construed, to interfere with or prohibit employees from discussing wages, hours, and other terms and conditions to their employment

Conflicts of Interest

You have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Business dealings with outside firms should not result in unusual gain from those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit you. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for a relative as a result of our business dealing. No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

No-Solicitation Rule

Solicitation of any type by you during working time is prohibited. Distribution of literature of any type or description by you at work is prohibited.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the solicitation or distribution is being directed. Working time does not include meal periods, rest periods or other specified periods during the workday when employees are not engaged in performing their work tasks.

Solicitation or distribution of literature by non-employees on our property is prohibited at all times. Any such incidents should be reported to Management immediately.

Gifts and Tipping

Every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. To avoid apparent or actual conflicts of interests, you are not allowed to accept tips or gifts of any kind from customers, vendors or visitors. If you receive such a gift, please report it to management. This policy does not pertain to gifts or bonuses given to you by Management for jobs well done as we love to reward you for excellent work.

Voice Mail, E-Mail, and Computer Files

Firm-provided voice mail, e-mail, and computers are to be used for business purposes only during working time. These systems are maintained by the Firm in order to facilitate Firm business. Therefore, all messages sent, received, composed and/or stored on these systems (even with offsite providers) are the sole property of the Firm. Employees may not retrieve information from the Firm's computer system for purposes or for use outside the employee's duties for the Firm. All such use of the Firm's computer system is unauthorized.

Firm computers should not be used to access online databases or Internet services unless such access is for work-related purposes. The Firm understands that, on occasion, employees may need to conduct personal business using computing resources. Such use must be limited to meal and rest periods and employees must not excessively use computing and network resources for personal reasons. Excessive use of computer and/or network resources includes but is not limited to listening to audio broadcasts (live or prerecorded) on the Internet, viewing video broadcasts (live or prerecorded), and downloading large data files for personal use. Access to computing and network resources from the Internet is strictly prohibited unless expressly authorized by the Owner.

The Firm understands that on occasion family members or others may need to leave personal messages on the voice mail system for an employee and is willing to accommodate this to a limited degree, if applicable. However, personal use of the voice mail system which interferes with an employee's work performance will not be permitted.

Messages or communications on the Firm's voice mail, e-mail, or computer systems are subject to the same policies regarding harassment and discrimination as are any other workplace communications. Offensive, harassing or discriminatory content will not be tolerated by the Firm. Content that is considered offensive includes, but is not limited to, any message which contains sexual implications or remarks, racial slurs, gender-specific comments, or any other statement that offensively relates to someone's age, sex, sexual orientation, pregnancy, marital status, religion, ancestry, national origin, citizenship, and disability, or any other characteristic protected by law.

Employees should have no anticipation of privacy with respect to the Firm's electronic communication and information systems, including voice mail, e-mail, text-messages, instant messages, or any other computer or electronically based communications – regardless of whether such information is stored on the Firm's systems or by an outside provider (including, but not limited to, a phone company or off-site server) ("Electronic Communication and Information Systems"). The Firm reserves the right to monitor, access, and inspect the Firm's Electronic Communication and Information Systems and disclose or use any information

found in these systems, including computers, e-mails, voice mails, and other electronically stored documents and data that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommute, PDAs, smartphones (including iPhone and other PDAs), portable "jump" or USB drives, external hard drives, host computers, file servers, workstations, stand-alone computers, software, voice mail, fax transmissions, telephones of any type, and internal or external communication networks, and all other electronic communications. This may be done without notice to an employee and in the employee's absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by the Firm or its employees, or any statement made by any employee of the Firm, shall create an expectation of privacy to the Firm's Electronic Communication and Information Systems.

Notwithstanding the Firm's right to retrieve and review such material, such material should be treated as confidential and accessed only by the intended recipient. Employees are not authorized to retrieve any voice mail or e-mail messages that are not addressed to them, unless authorized by the Firm.

Employees are prohibited from using passwords without prior Firm authorization and registration. The existence of a password on voicemail, e-mail or computer systems is not intended to indicate that messages or other communications will remain private.

Employees are prohibited from loading any software onto a Firm-provided computer where such action would violate the software license. Employees are prohibited from loading any software onto a Firm-provided computer without the express approval of their supervisor.

Employees are prohibited from logging into any Firm programs/software with another employee's credentials for any reason.

The e-mail system should not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar matters without prior authorization from the Firm.

Blogging and Social Media Policy

Unless given express authorization by the Firm, employees are not authorized to speak on behalf of the Firm via social media, blogging, or with news and media outlets. Employees shall not use any Firm logo, trademark, or graphic without the Firm's written approval.

If a member of the news media or blogger contacts an employee to comment on a posting on behalf of the Firm, the employees must refer that person to the Owner. The Firm shall not be liable, under any circumstances, for any errors, omissions, loss, or damages claimed or incurred due to any employee postings.

Nothing in this Handbook or in this policy is intended to prevent employees from discussing their own wages, hours, or working conditions, including in the context of social media.

Ownership of Systems and Data

All messages, materials, information, and software created, transmitted, downloaded, received, or stored on our computers or other electronic or telephone systems are our property. We reserve the right to monitor, retrieve and read any data composed, sent, or received, utilizing our systems. You should be aware that, even when a message is erased or a website page is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a business communication and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

We reserve the right to monitor all Firm computer and electronic equipment, including voice mail, electronic mail and Internet accounts. You should not consider Internet usage or voice and electronic communications on Firm property to be private. All passwords must be made known to the appropriate representative so that we may access your system at any time, including when you are absent.

Authorized Access

You should only access messages, files or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other Firm property or improper use of information obtained by unauthorized means, will not be tolerated. Such information includes, but is not limited to, confidential information such as customer data, trade secrets, personnel information or other material covered by our confidential information and conflict of interest policy.

Acceptable Use

When you access the Internet, voice mail or electronic mail systems you are representing us. You are responsible for ensuring that you use these systems in an effective, ethical and lawful manner.

Harassment, nondiscrimination and solicitation policies all extend to such use. Sending, saving or viewing offensive material on the Internet is prohibited. Similarly, voice mail, text, electronic mail, or other digital messages may not contain content that is offensive or disruptive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the Internet, Firm provided equipment or other electronic systems to harass or discriminate is strictly prohibited.

Employee Responsibility

You are responsible for the content of all text, audio or images that you place or send. All messages communicated on the Internet or Firm provided equipment should have your username attached. Messages may not be transmitted using someone else's name or under an assumed name. If you wish to express personal opinions on the Internet, you are encouraged to obtain your own username on other Internet systems.

Software

Any software, applications, or other material downloaded into computers may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from us is required before introducing any software into the computer system. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into your computer or any driver - this includes any entertainment software or games. If you are interested in obtaining software from the Internet, you should receive appropriate authorization from Management.

Email Retention Policy

Email or instant message records should be treated like other business records when it comes to record retention schedules. Emails should not be stored for longer than necessary so that they do not unnecessarily utilize computer storage space. Consult our record retention guidelines or consult your Supervisor.

Social Media While at Work

Firm communications and computer technology are designed and intended for work. Do not use any work related social media tools (blogs, LinkedIn account, Facebook, etc.) unless you have received training and approval to use these tools.

Do not use social networking accounts to harass, threaten, libel, defame, or discriminate against co-workers, managers, customers, or anyone else. Posting of pictures or video that take place at a Firm location or venue in uniform, or in any other way connected to the work environment should be approved by your Supervisor prior to posting.

At all times any electronic communications and social networking activities for work-related purposes must maintain and reflect our standards for professionalism. You must comply with all policies which cover confidential information and trade secrets. If you review or make a statement about a product that we are a producer or marketer for, or you receive compensation or free merchandise for reviewing a product, the relationship must be disclosed. Nothing in this Handbook or in this policy is intended to prevent employees from discussing their own wages, hours, or working conditions, including in the context of social media.

Unauthorized Removal, Use or Possession of Firm Property

Firm property includes, but is not limited to Firm vehicles, equipment, tools, office equipment, documents and files. Firm property may only be used on authorized jobs and may not be used by employees for non work related purposes. At no time may an employee or friend/relative of an employee remove or keep in their personal possession any property without management permission. All Firm property must be returned to management upon request or termination from employment.

Personal Business at Work

Be sure to take care of your personal affairs when you are not at work. This includes receiving personal mail, cashing personal checks and using the telephone for personal reasons. You are permitted to use Firm phones to place or receive brief personal calls while you are on the job as long as this practice does not become excessive.

Outside Employment

We have no objection to you holding another job as long as you effectively meet the performance standards for your job with us. We ask that you think seriously about the effects extra work may have on the limits of your endurance, your overall personal health and your effectiveness. We will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs. You may not solicit any customer to perform any work, service, installation, or repair of the type performed by our Firm.

Employee Privacy and Personal Information

The privacy and security of your personal data (“Personal Information”) that we collect from you is important to us. It is equally important that you understand how we handle this data. The Firm will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

It is your responsibility to immediately advise your Supervisor of any change in your personal information, such as your telephone number, address or name. It is important, and to your benefit, that this information be accurate and timely.

Personnel Files

Upon written request, you may inspect your own personnel file and may take notes on any material contained therein. If you wish to inspect your file, please let your Supervisor know so an appointment may be scheduled. Materials maintained in your personnel file will not be disclosed to anyone except upon prior written authorization from you, in compliance with a lawfully served subpoena or at the request of law enforcement agencies.

Leaving the Firm

If you wish to resign your employment with the Firm, you are requested to notify the owner of your anticipated departure date in advance. The Firm asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Firm. This provides an opportunity to return Firm property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Firm in good standing, you may be considered for reemployment at a later date. Good standing is leaving on personal terms and is not separated from the Firm due to any abuses or violations of terms set out by this handbook, especially concerning negligence regarding client work.

Anti-Discrimination and Harassment

Discrimination, Harassment and Retaliation Free Workplace

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, skills and performance.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business meetings and business-related social events.

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, registered domestic partner status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/characteristics, gender, gender identity, gender expression (including transgender identity or expression), reproductive decisionmaking, military or veteran status, or any other characteristic or activity protected by law.

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.

Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the Firm. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us.

Harassment prohibited by this policy is not limited to sexual harassment, but includes harassment against any of the categories described above.

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior.

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated.

Discrimination Prohibited

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

Pay discrimination between employees of the opposite sex, of another race or of another ethnicity for performing substantially similar work, as defined by the California Equal Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against

for inquiring about or discussing wages. However, the Firm is not obligated to disclose the wages of other employees.

Non-Retaliation

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

Complaint Procedure

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop.

Regardless, it is imperative that you

- Report any discrimination, harassment, or retaliation directly to your Supervisor or any member of management or human resources as soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to the Human Resources Department.

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigates or prosecutes complaints. A complaint of discrimination, harassment or retaliation may be filed within one year of the harassment, discrimination or retaliation with the California Department of Fair Employment and Housing (“DFEH”). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884- 1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department’s website at www.dfeh.ca.gov. A complaint of discrimination, harassment, or retaliation, also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

Americans with Disabilities Act and Reasonable Accommodations

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions, and privileges of employment. The ADA does not alter the Firm’s right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Firm policy, the Firm prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; (3) is regarded or perceived (correctly or incorrectly) as having such impairment; or (4) requires accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles).

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Firm in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your designated manager. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Firm does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Firm does not have to provide accommodation if doing so would cause undue hardship to the Firm.

If you need a reasonable accommodation in order to perform the essential functions of your job, please notify your Supervisor and the Human Resources Department. Once you have notified us, we will make every effort to open up a dialogue with you in an attempt to determine whether we can make a reasonable accommodation for your disability.

At no time will we discriminate, harass, or retaliate in any way against you for making your accommodation request.

Lactation Accommodation

The Firm will permit all employees the opportunity to take a reasonable amount of break time to accommodate an employee desiring to express breast milk for that employee's infant child. To the extent possible, this time should run concurrently with any paid rest period provided to you during the day. Time taken for this purpose that exceeds the rest period time already provided will be unpaid.

Consistent with applicable law, and provided that doing so would not impose an undue hardship on the Firm, the Firm will provide employees desiring to express breast milk the use of a room or other location (other than a bathroom) in close

proximity to the employee's work area for the employee to express milk in private, shielded from view, and free from intrusion while the employee is expressing milk. This room will be safe, clean and free from intrusion while the employee is expressing milk. This room will be clean, safe and free from hazardous materials, as defined by applicable law; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity. Employees will have access to a sink with running water and a refrigerator or other suitable cooling device for storing milk in close proximity to the employee's workspace.

If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

We will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to a lactation accommodation.

Employees have a right to file a complaint with the Labor Commissioner if they believe a violation of their lactation accommodation rights has occurred.

Compensation

Direct Deposit

If applicable, all paychecks are deposited directly into your bank account. You will be given the authorization form for deposit by the employer at the start of your employment.

Payroll Practices

Employees are paid on the 5th and the 20th each month and will receive their paycheck on this schedule. Employees are expected to report their hours of work accurately and timely. Falsification of payroll records is a violation of Firm policy and will result in termination from employment.

Safe Harbor Policy for Exempt Employees

It is the policy and practice of the Firm to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly and that no improper deductions are made, employees are requested to review their pay stubs promptly and report any errors. An employee who is classified as Exempt will receive a salary that is intended to compensate for all hours worked in that pay period. This salary is established at the time of hire or when the employee becomes classified as an Exempt employee due to his/her job duties and responsibilities. The salary amount is a predetermined amount that is not subject to deductions for variations in the quantity or quality of the work performed.

Unless applicable law provides otherwise, deductions may be made against accrued PTO time for full or partial day absences for personal reasons, sickness or disability. If you believe you have been subject to any improper deduction(s), you should immediately report the matter to the CEO.

Required Deductions from Pay

State and Federal law requires certain deductions to be withheld from your gross wages. These may include, and will be noted on your pay stub: Federal Income Tax, Federal Social Security Tax (FICA), California State Income Tax, California State Disability Insurance, Medicare, Court Ordered Garnishment or any wage assignment, IRS or Franchise Tax Board Orders to Withhold.

Salary/Wage Advances

As a practice, we do not grant salary advances.

Non-Exempt Employees

It is the Firm's goal to pay all employees for all hours worked. All time spent working must be logged and accounted for. Altering, falsifying, or tampering with time records may result in disciplinary action up to and including termination from employment.

Meal, Rest and Recovery Periods for Hourly Employees

Failure to take meal or rest periods is a violation of Firm policy. If you are not provided with a meal or rest break, or your breaks are interrupted, you must notify management immediately. Failure to abide by this policy will result in discipline up to and including termination.

Rest Periods

Non-exempt employees are entitled to rest break period(s) during their workday. You are authorized and permitted one 15-minute net rest break for every four hours you work (or major fraction thereof, which is defined as any amount of time over two hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half hours.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED 15 MINUTE REST PERIODS
Less than 3.5 hours	0
More than 3.5-6	1
More than 6-10	2
More than 10-14	3

You will not clock out and will be paid for all such break periods. You are expected to return to work promptly at the end of any rest break.

If you wish to take an authorized rest period and believe you are unable to, you must speak with your Supervisor who will ensure that you get a rest period.

Meal Period

Whenever you work more than five hours in any workday, you are authorized and permitted a minimum thirty minute unpaid, uninterrupted, duty-free meal period during which time you will be relieved of all duty and free to leave the premise. Your Supervisor may schedule such meal periods and post the schedule.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED MEAL PERIODS
Less than 5	0
More than 5-10	1
More than 10	2

The meal period should be taken prior to completing your fifth hour of work unless you are scheduled to work six hours or less, and we mutually agree in writing that the meal period may be waived.

You are also authorized and permitted a second unpaid, uninterrupted, duty-free meal period of thirty minutes whenever you work for a period of more than 10 hours on any workday. The second meal period should be taken prior to the beginning of your 11th hour of work, unless you are scheduled to work 12 hours or less, and we agree in writing not to take a second meal period. Notify Management if you are not provided a meal break or it is interrupted.

Overtime Pay

Overtime will be paid to all eligible employees in accordance with local and state law. You must have prior approval from your Supervisor before working any overtime. Unauthorized overtime is a violation of policy and will result in disciplinary action up to and including termination from employment.

Benefits

General

This section describes the benefits provided by the Firm and information on your eligibility for benefits. Full time employees are eligible to take part in our benefits program. Further requirements for each benefit are outlined under each individual benefit section.

Health Insurance Benefits

Health Insurance Benefits: Any full time employee who successfully passes their 90 day introductory period is eligible to be included in our Firm health insurance plan. We offer Medical and 401k plans. Employees should consult the applicable plan document for further information regarding eligibility, coverage and benefits.

Medical, Dental and Vision insurance will be available by the Firm to all employees who meet the required conditions outlined in this handbook and by the broker. For Medical Insurance, Employer will pay a \$100 monthly contribution for the Employee only and \$0 for Dependents. For Dental and Vision insurance, 100% covered for the employee and \$0 for dependents.

COBRA/Cal-COBRA

California Continuation Benefits Replacement Act (Cal- COBRA) gives you and your beneficiaries the opportunity to continue health insurance coverage under our health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA/Cal-COBRA, you or your beneficiary pays the full cost of coverage at our group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA/Cal-COBRA when you become eligible for coverage under our health insurance plan. The notice contains important information about your rights and obligations. Employees ordinarily may continue their health coverage for up to 36 months when their employment is terminated.

Holidays

The following dates have been designated by the Kendall Law team as days off with pay. All employees, regardless of status, working at least 40 hours per month are eligible for paid holidays.

Please remember to put up your vacation reminder when you will not be working. If a holiday falls on a weekend day, please feel free to take off the Friday before the

holiday or the Monday after the holiday. No changes need to be made to your timesheet for holiday pay. It will be added automatically regardless of which day you take off. If you are on an authorized leave of absence for whatever reason, you will not receive holiday pay for holidays that occur during the leave. Though the office will be closed on these dates, if you work, you will not be eligible to receive holiday pay for that day that you work. You will either receive pay for hours worked or holiday pay but not both. At no time will an employee be eligible to receive extra hours, double time, overtime for holiday pay.

New Year's Day	January 1
Memorial Day	Last Monday in May
Fourth of July	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

Vacation

The Firm recognizes the importance of vacation time in providing rest, recreation, and personal enrichment. We ask that you use discretion with both timing and duration. We also ask that you are mindful of the time you take by making sure all your designated clients and tasks are taken care of, and that your responsibilities are covered. We ask that you provide your request for time off a minimum of 2 weeks before your planned vacation.

Eligibility

Full Time Employees are eligible to begin accruing and utilize vacation time off, after they have successfully completed 90 days of employment with the Firm.

Employees will accrue vacation time per pay period that they have working time for the Firm. Employees who have not worked during the pay period due to leave of absence, vacation or sick time, will not accrue vacation time for that pay period, in accordance with applicable law.

Accrual and Cap

You will begin accruing vacation benefits when you have successfully completed 90 days of continuous employment. Until you have completed this period of continuous employment, you are not entitled to accrue or take paid time off. At no time will unearned vacation time be advanced to you. Once eligible, you will accrue time per pay period only and not based on any other method or compensation.

Once the vacation cap is reached as outlined by this policy, the employee will have a reasonable amount of time to take accrued vacation. If no vacation is taken during that reasonable amount of time, no further vacation will accrue until some vacation is used.

Years of employment for purposes of this policy are the anniversary of the employee's original hire date. An employee who is rehired will not have their vacation hours reinstated at the rate of their original hire date, but rather their rehire date, unless expressly agreed to in writing.

Vacation accrual will be capped as follows:

BEGINNING ON THE.....	YOU EARN	ACCRUAL CAPPED AT
91st Day of employment	4 hours per pay period	104 hours
3rd year of employment	5 hours per pay period	130 hours

Vacation Use

Scheduling of vacation will be made based on operational needs and occasionally time off may be denied or modified. Employees will be paid vacation at their current rate of pay at the time they take the vacation, or upon termination. Hourly employees will be paid for your accrued vacation at your regular straight-time hourly rate of pay excluding overtime, bonus, or other compensation. Employees paid on a commission basis will be paid at the method outlined in their employment agreement and in accordance with applicable law. Exempt employees vacation balance may be reduced for partial days' absences if you take intermittent or reduced time off except as prohibited by law. The Firm will require employees' vacation balance to be utilized while the employee is on a leave of absence, except if the leave is Pregnancy Disability Leave or a qualifying leave related to pregnancy disability.

Vacation Requests

All eligible employees must request vacation time in advance.. If more than one employee requests the same specific date, the decision who has the same time off will be up to management approval and subject to business needs. You may use vacation as soon as it is earned subject to management approval. Management reserves the right to approve and disapprove vacation time based on the business needs.

Unpaid Time off Must be Approved by Management

No unpaid time off from work will be approved unless it qualifies as a protected leave of absence, or it has been approved by Management in advance. If employees have vacation time available in their bank and they take time off from work for non sick or applicable leave time, their vacation balance will be applied to the time off.

Safety

Safety and Accident Rules

Safety is the responsibility of both the Firm and the employee. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act.

As an employee, you have a duty to comply with the safety rules of the Firm, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly.

You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Firm's safety and accident rules may result in disciplinary action, up to and including termination.

Safety Training Program

To assist in providing a safe and healthy work environment for employees, customers and visitors, we have established a Safety Training Program. This program is a top priority, and we have the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

We provide information to employees about workplace safety, health and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos or other written communications.

You are expected to obey safety rules and to exercise caution in all work activities. Please immediately report any unsafe conditions to your Supervisor.

On-the-Job Illness/Injury/First Aid

If you receive an injury while on the job or in the course of employment, **IMMEDIATELY** report to your Supervisor the following information: time of accident, location where the accident occurred, circumstances of the accident, description of the injury and any witness(es) to the accident.

Injuries that you may feel are minor at the time of the accident may develop further complications. Report all accidents to your Supervisor **IMMEDIATELY** for your protection.

You may elect, either at the time you are hired or later in your employment, to be treated by your own pre-designated personal physician in the event of an injury on the job. You must notify the Human Resources Department in writing prior to the date of an injury that this is your wish. "Personal physician" is defined as your regular primary care physician or surgeon who has directed medical treatment on previous occasions and who retains your medical records, and agrees to be pre-designated.

Non-Retaliation

Employees have a right and are therefore encouraged to report any workplace injury or illness. Employees who report workplace illnesses or injuries are expressly protected from retaliation and no adverse action will be taken against employees for doing so. If employees believe that adverse or retaliatory action has been taken, they should immediately report such actions to Office Manager or any Firm official not involved in the complaint.

Workers' Compensation Policy

It is the policy of the Firm to provide a workers' compensation program at no cost to employees. This program covers any injury or illness sustained in the course of employment.

Release and Waiver of Liability Policy

The Firm sometimes sponsors activities and events for our employees that do not require your attendance. It is your option whether or not to attend. This policy states that if you are injured or are involved in an accident at one of these events, you are responsible for any injuries and damages. Because your attendance is voluntary, the Firm and its workers' compensation carrier are not liable for injuries, damages, and any resulting claims.

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

Acknowledgement of Receipt of Kendall Law Employee Handbook

I acknowledge that I have received a copy of the **Kendall Law** Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the Firm.

I also understand that the purpose of this Handbook is to inform me of the Firm’s policies and procedures, and it is not a contract of employment and my employment continues to be at will. Nothing in this Handbook provides any entitlement to me or to any Firm employee, nor is it intended to create contractual obligations of any kind. I understand that the Firm has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

Signature_____

Date_____

Full Name (Please print)_____

Please sign and date one copy of this acknowledgement and return it to the Operations Associate. Retain a second copy for your reference.

ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION AND HARASSMENT AND RETALIATION PREVENTION POLICY

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions will be based on merit, qualifications, skills and performance.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events.

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race, color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, registered domestic partner status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/characteristics, gender, gender identity, gender expression (including transgender identity or expression), reproductive decisionmaking, military or veteran status, or any other characteristic or activity protected by law.

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.

Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the Firm. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us.

Harassment prohibited by this policy is not limited to sexual harassment, but includes harassment against any of the categories described above.

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior. Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests will not be tolerated.

Discrimination Prohibited

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

Non-Retaliation

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation,

abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

Complaint Procedure

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop. Regardless, it is imperative that you

- Report any discrimination, harassment, or retaliation directly to your Supervisor or any member of management or human resources as soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to the Human Resources Department.

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigate or prosecute complaints. A complaint of discrimination, harassment or retaliation may be filed within one year of the harassment, discrimination or retaliation with the

California Department of Fair Employment and Housing (“DFEH”). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department’s website at www.dfeh.ca.gov. A complaint of discrimination, harassment, or retaliation, also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

By my signature below, I acknowledge that I have received a copy of this *Discrimination and Harassment Prevention Policy*. I also acknowledge that I have read and understand the contents of the *Discrimination and Harassment Prevention Policy*, and I (check one) do____ do not____ want to discuss this policy with my Supervisor or another Firm official.

Signature_____

Date_____

Full Name (Please print)_____