

# CA Wage Theft Prevention Form

## Notice to Employee and Acknowledgment of Pay Rate and Pay Day

In Compliance with California State Labor Law under Section 2810.5

### EMPLOYEE INFORMATION

Employee Name \_\_\_\_\_ Hire Date \_\_\_\_\_

### EMPLOYER OF RECORD AND WORKERS COMPENSATION INSURANCE INFORMATION

|           |   |            |   |
|-----------|---|------------|---|
| Name :    | Extreme Reach Payroll Solutions                             | Insurance: | Chubb Policy #WLR C64619512   |
| Address : | 3330 Cahuenga Blvd West, 4th Floor<br>Los Angeles, CA 90068 | Contact:   | <a href="mailto:risk.management@extremereach.com">risk.management@extremereach.com</a><br>or 1.800.301.1992 |

### HIRING EMPLOYER INFORMATION

Name \_\_\_\_\_ Address \_\_\_\_\_  
Phone Number \_\_\_\_\_

### WAGE INFORMATION

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

Rate is by:      Hour              Day (8hrs)      Week              Other: \_\_\_\_\_

Employment agreement is:      Oral              Written

Allowances claimed as part of minimum wage (including meal or lodging): \_\_\_\_\_

### PAY DAY

If you work between the 1st and the 15th of the month, your regular payday will be the 26th of the month.

If you work between the 16th through the 30/31st of the month your regular payday will be the 10th of the following month.

### PAID SICK LEAVE

The employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee working more than 30 days within a year for the same hiring employer:

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

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

Accrues paid sick leave pursuant to the requirements of CA Labor Code §245.

Accrues paid sick leave pursuant to employer's policy which satisfies or exceeds the requirements of CA Labor Code §246.

Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month benefit period

Employee is exempt from paid sick leave protection by labor code §245.5. exemption and specific subsection: \_\_\_\_\_

Your 12 month benefit period for this employer commences on the date of hire. Depending on your California location of work, your paid sick leave rights may exceed those detailed above.

#### ACKNOWLEDGMENT OF RECEIPT

Employee Name \_\_\_\_\_ Email \_\_\_\_\_

Employee Address \_\_\_\_\_

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

Employer Representative \_\_\_\_\_ Signature \_\_\_\_\_

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

This Notice is NOT required if (a) you are directly employed by the state or any political subdivision thereof, (b) you are an employee who is exempt from the payment of overtime wages by statute or wage order, or (c) you are covered by a collective bargaining agreement that expressly provides for wages, hours of work and working conditions, and provides for premium wage rates for all overtime worked.

The employee's signature on this notice merely constitutes acknowledgment of receipt. In accordance with an employer's general recordkeeping requirements under the law, it is the employer's obligation to ensure that the employment and wage-related information provided on this notice is accurate and complete. Furthermore, the employee's signature acknowledging receipt of this notice does not constitute a voluntary written agreement as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.

Any questions? Get in touch at [psinfo@extremereach.com](mailto:psinfo@extremereach.com)

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