UNITED STATES DISTRICT COURT

DISTRICT OF COLUMBIA

BRENT WEICKERT Plaintiff, vs. NATURAL PRODUCTS ASSOCIATION; DANIEL FABRICANT and DOES 1-25, inclusive, Defendants.	Case No.: 1:16-cv-00142-RJL Honorable Richard J. Leon

DECLARATION OF KATHLEEN M. HARTMAN IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO COMPEL ARBITRATION

I, KATHLEEN M. HARTMAN, DECLARE AS FOLLOWS:

1. I am an attorney licensed to practice law in the State of California and I am admitted to practice in the Southern District of California. My application *pro hac vice* admission in the United States District Court for the District of Columbia is pending. I am also a partner at the law firm of Callahan, Thompson, Sherman & Caudill, LLP, attorneys of record for Plaintiff Brent Weickert, in this case. The matters stated herein are based on personal knowledge and my knowledge as counsel in this action.

2. Enclosed as Exhibit A is a true and correct copy of correspondence I prepared and sent to Defendant, Natural Products Association ("NPA") asking NPA to preserve all evidence related to Plaintiff and requesting that NPA produce Plaintiff's personnel file and employment records.

3. Enclosed as Exhibit B of Plaintiff's Opposition is a true and correct copy of correspondence from NPA's counsel, Richard J. Oparil, in response to my request for Plaintiff's employment records.

4. Enclosed as Exhibit C of Plaintiff's Opposition is a true and correct copy of the complaint Plaintiff filed against Defendants in the Superior Court of California, County of San Luis Obispo.

5. Enclosed as Exhibit D of Plaintiff's Opposition is a true and correct copy of Defendants' meet and confer letter to Plaintiff regarding their Motion to Dismiss pursuant to Rule 12(b)(6). I also met and conferred with Defendants' counsel regarding their motion, but at no point during my meet and confers with counsel did they make any reference to any arbitration clause or employment handbook.

6. Enclosed as Exhibit E of Plaintiff's Opposition is a true and correct copy of Defendants' Motion to Dismiss pursuant to Rule 12(b)(6). I have thoroughly reviewed and read all facts and arguments therein. This motion makes no mention of any arbitration clause or employment handbook.

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7. Enclosed as Exhibit F is a true and correct copy of an exhibit to Defendants' Motion to Dismiss pursuant to Rule 12(b)(6). In particular Exhibit F is a true and correct copy of portions of an employment handbook Defendants included as an exhibit to their Motion to Dismiss.

8. Enclosed as Exhibit G of Plaintiff's Opposition is a true and correct copy of NPA's written appeal of the Administrative Law Judge's decision awarding Plaintiff unemployment benefits under California law.

9. Enclosed as Exhibit H of Plaintiff's Opposition is a true and correct copy of the Joint Rule 26(f) Report the parties filed in the Central District of California after meeting and conferring pursuant to Rule 26(f) and the Honorable John Walter's standing order. During the Rule 26(f) meet and confer process, Defendants did not once mention any arbitration clause or employment handbook or once express a desire or intention to arbitrate Plaintiff's claims. The only motion Defendants advised me they would file is their Rule 12(b)(6) Motion to Dismiss.

10. Enclosed as Exhibit I of Plaintiff's Opposition is a true and correct copy of the parties stipulation transferring this case to the District Court for District of Columbia.

11. Enclosed as Exhibit J of Plaintiff's Opposition is a true and correct copy of the employment handbook cited in Defendants' Motion to Compel Arbitration.

12. Because the parties met and conferred pursuant to Rule 26(f) while this case was pending in the Central District of California and discovery was opened, my office prepared extensive discovery to be propounded on Defendants.

13. Prior to and after the transfer of this case to the District of Columbia, Defendants advised me that they would refile their Motion to Dismiss pursuant to Rule 12(b)(6).

14. Plaintiff prepared an opposition to Defendants' Motion to Dismiss in reliance on Defendants' conduct and representations, all of which established that Defendants would refile their Motion to Dismiss upon transfer to the District of Columbia and litigate this case in federal court.

15. Plaintiff has expended significant time litigating this case and preparing the

strategy for his case on the premise that he would only be limited by the federal and local rules pertaining to discovery rather than the JAMS discovery rules cited by Defendants.

16. Nothing in the local rules for the Central District of California prohibited filing a Motion to Compel Arbitration concurrently with or prior to filing their Motion to Dismiss pursuant to Rule 12(b)(6).

I declare under the penalty of perjury of the laws of the United States of America that the statements in this declaration are true and correct.

Signed on 4/7, 2016 in Irvine, California, by _____
Kathleen M. Hartman

EXHIBIT A

CTSC law
CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

Kathleen M. Hartman | Partner
2601 Main Street, Suite 800, Irvine, California 92614
Tel: (949) 261-CTSC(2872) | Fax: (949) 261-6060
E-mail: khartman@ctsclaw.com · Website: www.ctsclaw.com

SENT VIA CERTIFIED MAIL

November 5, 2015

Daniel Fabricant, Ph.D.
Viviane Brett
Natural Products Association
1773 T Street, NW
Washington, DC 20009

Roxanne Green
Natural Products Association
11715 NE 75th Place
Kirkland, WA 98033

Mark LeDoux
Natural Products Association
1185 Linda Vista Dr.
San Marcos, CA 92069-3823

Re: **Brent Weickert v. Natural Products Association**

Dear Mr. Fabricant and Ms. Brett:

This firm represents Brent Weickert in his claim against Natural Products Association ("NPA") for wrongful termination, retaliation, and failure to pay all wages. If you have counsel representing you, we ask that you forward them this letter and have them provide us with their contact information for future communications.

Demand for Personnel File and Payroll Records

Pursuant to Labor Code sections 226(c) and 1198.5, please provide copies of all Mr. Weickert's payroll and personnel records by December 4, 2015, to the undersigned. If there is a cost associated with copying these documents, please provide us with the "actual cost of reproduction" prior to the date for production so that we can forward the payment. A copy Mr. Weickert's authorization to provide these records is attached.

Requirement to Preserve Electronically Stored Information and all Tangible Documents

Please be advised that we are putting you on notice of your requirement to preserve all documents and electronically stored information ("ESI") that is potentially relevant to Mr. Weickert and his employment with NPA. This includes, but is not limited to, preservation of original documents, meta data, emails, voice/sound recordings, personnel records, accounting information, phone records, word processing documents, text messages, instant messaging, drafts of documents, backup tapes/recordings/copies, scanned images, photographs, credit card receipts and bills, all employee personnel files, and any other tangible items, documents, and ESI.

This includes putting NPA and its employees, board members, attorneys, consultants, and any

other representative of NPA to suspend all destruction of data and documents, including features of your information systems and devices that, in routine operation, operate to cause the loss of potentially relevant documents and ESI. Examples of such features and operations include:

- Purging the contents of e-mail repositories by age, capacity or other criteria;
- Using data or media wiping, disposal, erasure or encryption utilities or devices;
- Overwriting, erasing, destroying **or** discarding back up media;
- Re-assigning, re-imaging or disposing of systems, servers, devices or media;
- Running antivirus or other programs effecting wholesale metadata alteration;
- Releasing or purging online storage repositories;
- Using metadata stripper utilities;
- Disabling server or IM logging;
- Destruction of paper documents; and,
- Executing drive or file defragmentation or compression programs.

Please note, hard copies of ESI are not considered a substitute for preservation of ESI. ESI must be preserved as it currently is in all of its forms. Similarly, scanned or imaged copies of documents are not considered substitutes for preservation of original documents. Original documents must be maintained.

Please confirm that you have taken the steps outlined in this letter to preserve ESI and tangible documents potentially relevant to this action.

Sincerely,

CALLAHAN, THOMPSON, SHERMAN & CAUDILL LLP

KATHLEEN M. HARTMAN

Enclosure: Consent form

CTSC law
CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

Kathleen M. Hartman | Partner
2601 Main Street, Suite 800, Irvine, California 92614
Tel: (949) 261-CTSC(2872) | Fax: (949) 261-6060
E-mail: khartman@ctsclaw.com · Website: www.ctsclaw.com

CONSENT FORM

I, Brent Weickert, request that Natural Products Association provide copies of my payroll records and personnel file to Kate Hartman of Callahan, Thompson, Sherman & Caudill, LLP. This request is made pursuant to Labor Code sections 226(c) and 1198.5.

Date: Nov 5, 2015

Signed: _____

EXHIBIT B

PORZIO
BROMBERG&NEWMAN P.C.
ATTORNEYS AT LAW
MORRISTOWN NJ • NEW YORK NY • PRINCETON NJ • WASHINGTON DC • WESTBOROUGH MA

RICHARD J. OPARIL
MEMBER, DC & NY BARS
DIRECT DIAL NO.: 202-517-6323
E-MAIL ADDRESS: RJOPARIL@PBNLAW.COM

December 3, 2015

VIA FEDEX

Kathleen M. Hartman, Esq.
Callahan Thompson Sherman & Caudill
260 Main St., Suite 800
Irvine, CA 92614

Re: *Brent Weickert/Natural Products Association*

Dear Ms. Hartman:

We represent Natural Products Association (NPA) in this matter. Please address any future communications to me.

In response to your November 5, 2015 letter, attached are copies of Brent Weickert's payroll and personnel records in NPA's possession, custody or control. As you know, Mr. Weickert's job responsibilities at NPA included maintaining all personnel records. It appears that he either failed to maintain or deleted documents from his own personnel file. If Mr. Weickert has copies of his personnel records, they should be provided to NPA.

NPA has taken appropriate steps to maintain relevant documents. Please confirm that Mr. Weickert has done so as well. This would certainly include any personal email. We know that Mr. Weickert used a personal email account to communicate with certain members of the Board of Directors of NPA and former NPA employees.

In addition, prior to his termination, NPA learned that Mr. Weickert used NPA credit card reward points for his personal benefit, including to purchase a telescope and a camera. He admitted that he did so without authorization. On October 15, he turned over the telescope to NPA but said he could not find the camera. The camera is NPA's property. Please arrange for Mr. Weickert to either return the camera to NPA or pay the value to NPA. Any other property in his possession, custody or

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control, including hard copy or electronic documents, should likewise be immediately returned to NPA.

Finally, Mr. Weickert was an at-will employee of NPA. He has no factual or legal basis for a claim of any kind against NPA.

Sincerely,

Richard J. Oparil

EXHIBIT C

FILED
12/7/2015
SAN LUIS OBISPO SUPERIOR COURT
BY: Ashely Bonella
Ashely Bonella, Deputy Clerk

KATHLEEN M. HARTMAN, Esq. (SBN 219934)
SUREN N. WEERASURIYA, Esq. (SBN 278521)
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Attorneys for Plaintiff,
BRENT WEICKERT

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

BRENT WEICKERT Plaintiff, vs. NATURAL PRODUCTS ASSOCIATION; DANIEL FABRICANT and DOES 1-25 inclusive Defendants.	Case No.: **COMPLAINT FOR:** **1. Wrongful Termination in Violation of Public Policy;** **2. Retaliation in Violation of FEHA;** **3. Religious and Sexual Harassment-Hostile Work Environment in Violation of FEHA** **4. Failure to Prevent Discrimination, Harassment and Retaliation in Violation of FEHA;** **5. Negligent Hiring and Retention; and** **6. Violation of California Labor Code § 1102.5** **7. Intentional Infliction of Emotional Distress** **8. Failure to Pay Vested Vacation Time** **9. Waiting Time Penalties** **Jury Trial Demanded**

NATURE OF THE ACTION

1. Plaintiff Brent Weickert ("Plaintiff") brings this action against Defendant Natural Products Association ("NPA") and Defendant Daniel Fabricant ("Fabricant") for unlawful acts based on Plaintiff's employment.

THE PARTIES

2. Plaintiff was employed by NPA from September 2, 1997 until October 15, 2015, as the Senior Vice President/Chief Financial Officer. Plaintiff also had human resources duties. He worked out of an office in Paso Robles, California. At all times relevant he was a citizen of the State of California.

3. NPA is an Illinois corporation that is registered to do business in California. NPA's employees have offices throughout the United States. Members of NPA's Board of Directors are located in various states and two such members are located in California. No more than one member is located in any other state. Further, two of the five members of the Executive Committee are located in California.

4. Fabricant is the Executive Director and Chief Executive Officer for NPA.

5. Plaintiff does not know the true names and capacities, whether individual, corporate, associate, or otherwise of defendant Does 1 through 25, inclusive. Such fictitious defendants are sued pursuant to the provisions of Code of Civil Procedure section 474. Plaintiff is informed and believes, and based upon such information and belief, alleges that each fictitious defendant was in some way responsible for, participated in, or contributed to the matter and things of which Plaintiff complains of herein, and in some form and under some theory, is subject to liability therefore. When the exact nature and identity of such fictitious defendants is determined, Plaintiff will seek leave to amend this Complaint to set forth the same.

6. At all times relevant herein, all defendants were the agents, servants, employees and/or employer of each and every other defendant.

7. Defendants carried out a joint scheme, business plan or policy in all respects pertinent hereto and all acts and omissions herein complained of were performed within the course and scope of said employment, service, agency, common scheme, and plan.

8. All defendants, defendants' founders, owners and executive officers, board members, and each of them, directed, authorized, were on notice of, ratified and/or participated in the conduct that gives rise to the claims asserted herein and derived personal financial benefit from such conduct.

JURISDICTION AND VENUE

9. The Superior Court of the State of California, County of San Luis Obispo, has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10.

10. Venue is proper in the County of San Luis Obispo pursuant to Code of Civil Procedure section 395.5 because Plaintiff worked for NPA in Paso Robles and it is where the liability for the claimed of acts took place.

GENERAL ALLEGATIONS

11. While employed, Plaintiff discovered that Fabricant was engaging in internally prohibited, unethical, and often illegal behavior as CEO. At a minimum, the evidenced discovered by Plaintiff provided a good-faith basis for him to believe that Fabricant was engaging in illegal behavior. Consequently, in an effort to ensure that Fabricant's illegal behavior would be addressed by NPA and with the intention of getting NPA to ensure such behavior would cease, Plaintiff wrote a lengthy letter to NPA's president, Roxanne Green ("Green"), in early May 2015.

12. The letter from Plaintiff to Green advised NPA of the following issues:

a. Fabricant was going to strip clubs and charging these expenses on the company credit card. Examples of these expenses included a $5,060 charge at the Spearmint Rhino and about $350 at That's Fritz Too strip club. He took pictures at the strip clubs and showed the pictures to a female NPA employee.

b. Fabricant would take another male employee named Corey Hilmas out drinking and to expensive restaurants and then charge these expenses to the company credit card.

c. Fabricant's drinking had become excessive and caused other employees to comment on his behavior.

d. Fabricant regularly used profanity, sexual innuendo, and made sexual jokes at work.

e. Fabricant mocked an employee who is a devout Catholic for using rosary beads to help her with her fear of flying.

f. That he heard Fabricant's behavior at his prior employer had led to numerous lawsuits.

g. Employees were being terminated when they complained about Fabricant's abusive behavior.

h. Fabricant's abusive behavior had driven away multiple female employees and that a female employee had recently called him sobbing to complain about his abusive and hostile behavior.

i. Fabricant insisted that women in the office wear skirts and high heels. If they did not comply, he would tell them that they have just quit trying.

j. Fabricant reprimanded Plaintiff for reminding employees about holidays provided by the company.

k. Fabricant directed several employees not to complete timesheets even though recording these employees' work time was required by law.

l. When Plaintiff complained to Fabricant about his behavior he was retaliated against by, among other things, being reprimanded for doing his job, excluded from important communications, told not to communicate with officers of the corporation, told not to communicate with members of the board of directors, told not to communicate with the committee chairs, told not to communicate with the accountants even though Plaintiff was the CFO, and was left out of hiring and firing decisions even though he had human resources responsibilities.

13. In the May 2015 letter, Plaintiff provided Green with the contact information of female witnesses who could discuss the experiences they had with Fabricant.

14. Shortly after sending the letter to Green, Plaintiff learned of a troubling circumstance involving Fabricant and a female employee who was sexually assaulted while out for the night with Fabricant. Plaintiff promptly sent a letter to NPA's Board of Directors, detailing the event to the best of his understanding. Specifically, Plaintiff advised the Board that on or about May 13, 2015, Fabricant and two other males had taken a female employee out for drinks, that they had subsequently visited a strip club, after which Fabricant had carelessly placed the clearly intoxicated female employee into an Uber ride. Plaintiff advised that the female employee was not taken to her drop off location. Rather, she was taken to another location and only recalls waking up in an unrecognizable condominium. Upon going to the hospital, the employee was advised that Rohypnol, commonly labeled the "date rape drug," had been found in her system and that she had been sexually assaulted. Plaintiff gained knowledge about this incident through a co-worker named Adam Finney, who the female employee told about the incident when she arrived to work later that morning.

15. In this letter to the Board, Plaintiff advised that "[Fabricant] has a long history of taking the young girls out and drinking excessively." Plaintiff told the Board of Directors that since reporting the incident, Fabricant had completely cut off communications to him and Finney. Plaintiff advised the Board that Fabricant's behavior towards him constituted retaliation. Plaintiff reported that Fabricant was taking actions that appeared intended to make Plaintiff look like he was not doing his job. For example, Plaintiff advised the Board that Fabricant would write large checks without telling Plaintiff, not forward Plaintiff invoices so they could be paid, entered into agreements without the required review, and required Plaintiff to pay invoices that went against the directions of the executive committee. Further, Plaintiff described how Fabricant threatened to report an attorney to the state bar because the attorney had obtained a declaration containing facts that were not favorable to Fabricant. Plaintiff reported that Fabricant and another employee had frequented Camelot, a DC gentleman's club, at NPA's expense.

16. Green acknowledged receipt of the first letter and told Plaintiff that based on the letter and the May 13th incident an investigation would take place.

17. Plaintiff learned that Fabricant and another male employee took a new temporary employee out drinking the night after the Rohypnol incident.

18. Finney was ultimately terminated by Fabricant in August 2015.

19. On October 15, 2015, as a result of his complaints, Plaintiff was terminated. There was no reason provided for his termination.

20. Plaintiff exhausted his administrative remedies with the Department of Fair Employment and Housing prior to bringing this Complaint. Specifically, Plaintiff filed a complaint with the DFEH against NPA and Fabricant on or about November 5, 2015 and received a right to sue notice.

FIRST CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(By Plaintiff against NPA and Does 1-25, inclusive)

21. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

22. NPA was required to comply with the provisions of California Government Code 12940, et seq. ("Fair Employment and Housing Act," or "FEHA"). Pursuant to Section 12940(h), it is unlawful "[f]or any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against an person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part. Cal. Govt. Code §12940(h). Thus, it is the public policy of the state of California that an employer not terminate, discriminate, or otherwise retaliate against an employee who opposes any practices prohibited by FEHA and or files a complaint regarding violations of the same.

23. NPA was also required to comply with the all laws and not retaliate against employees who report violations of the law. Labor Code section 1102.5(b). NPA is also not permitted to retaliate against an employee for internal disclosure of "illegal, unethical or unsafe practices" that affect the public at large, not merely the employer. *Green v. Ralee Eng. Co.* (1998)

19 Cal.4th 66, 85; *Collier v. Sup.Ct. (MCA, Inc.)* (1991) 228 Cal.App.3d 1117, 1123.

24. Here, Plaintiff complained of numerous violations of FEHA by Fabricant to NPA's Board and its President. Plaintiff complained that Fabricant was engaging in sexual harassment and creating a hostile work environment for employees, by engaging in the following acts: 1) showing picture of strippers and strip clubs, to a female employee; and 2) regularly making sexual jokes and using sexual innuendo, in front of employees.

25. Plaintiff also complained that Fabricant had engaged in religious harassment, with one example being Fabricant's mockery of a female employee who prayed with her rosary to get over her fear of flying.

26. Plaintiff complained of gender discrimination and harassment by Fabricant. Specifically, he complained that Fabricant would require female employees to wear skirts and high heels and would remark that they have "quit trying," if they did not do so. Requiring women to wear skirt is a violation of FEHA. Plaintiff also advised Fabricant's behavior had driven away multiple female employees and that a female employee had recently called him sobbing to complain about Fabricant's abusive and hostile behavior.

27. Plaintiff complained that Fabricant was violating labor laws by telling employees that they do not have record their work hours.

28. Plaintiff also complained that Fabricant was creating an unsafe work environment by taking employees out drinking and to strip clubs. In fact, it was this type of behavior that lead to the assault of a female employee.

29. By complaining to NPA's Board and President about Fabricants behavior Plaintiff engaged in an activity protected by FEHA, the California Labor Code, and case law stating public policy. In response to his Complaints, NPA terminated Plaintiff without any explanation.

30. NPA's conduct was a substantial factor in causing Plaintiff's harm, which includes a loss of earnings and benefits, reputational harm, and emotional distress. Thus, NPA is liable to Plaintiff for actual and emotional distress damages as well as attorneys' fees and costs.

31. NPA's conduct in retaliating against and terminating Plaintiff was oppressive and

malicious. Specifically, by terminating Plaintiff for exposing Fabricant's conduct and to avoid having to confront Fabricant about the same, NPA acted despicably, subjecting Plaintiff to the cruel and unusual hardship of a sudden unwarranted termination, thereby showing a conscious disregard for Plaintiff's rights. Thus, NPA is liable to Plaintiff for punitive damages.

SECOND CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

(By Plaintiff against NPA and Does 1-25, inclusive)

32. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

33. Plaintiff engaged in a protected activity, as described above. NPA's response to Plaintiff's protective activity was to terminate Plaintiff rather than to investigate the conduct of the perpetrator, Fabricant.

34. Further, prior to Plaintiff's termination, Fabricant himself engaged in numerous retaliatory and harassing acts towards Plaintiff such as excluding him from critical meetings that required his attendance, excluding him from hiring and termination decisions and accusing Plaintiff of acting outside the scope of his job in questioning Fabricant's expenditures (paid for by NPA) that were clearly non-work related, despite Plaintiff's position as CFO.

35. NPA's conduct was a substantial factor in causing Plaintiff's harm, which includes a loss of earnings and benefits, reputational harm, and emotional distress. Thus, NPA is liable to Plaintiff for actual and emotional distress damages as well as attorneys' fees and costs.

36. NPA's conduct in retaliating against and terminating Plaintiff was oppressive and malicious. Specifically, by terminating Plaintiff for exposing Fabricant's conduct and to avoid having to confront Fabricant about the same, NPA acted despicably, subjecting Plaintiff to the cruel and unusual hardship of a sudden unwarranted termination, thereby showing a conscious disregard for Plaintiff's rights. Thus, NPA is liable to Plaintiff for punitive damages.

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THIRD CAUSE OF ACTION

RELIGIOUS AND SEXUAL HARASSMENT- HOSTILE WORK ENVIRONMENT IN VIOLATION OF FEHA

(By Plaintiff against NPA, Fabricant and Does 1-25, inclusive)

37. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

38. FEHA prohibits an employer from harassing an employee based on his or her religion and gender. Cal. Govt. Code §12940(h).

39. Plaintiff was subjected to a workplace and environment where co-workers were subjected to discriminatory and harassing remarks on account of their protected characteristics. One co-worker was subjected to religious harassment while numerous employees were subjected to gender discrimination and sexual harassment. Plaintiff would hear these comments and have co-workers complain to him about these comments. Going to strip clubs was a regular part of the business environment under Fabricant's leadership and attending these clubs became a way to stay in his good graces.

40. Fabricant's harassing conduct was so severe and widespread that a reasonable employee in Plaintiff's circumstances would have considered the work environment to be hostile and abusive.

41. Plaintiff considered the work environment to be hostile.

42. A person with authority over Plaintiff, Fabricant, engaged in the harassment.

43. Plaintiff was harmed as a result of Fabricant's conduct in that he was constantly required to hear complaints of this conduct, retaliated against, and ultimately terminated.

44. Fabricant's conduct was a substantial factor in causing the harm to Plaintiff, which includes a loss of earnings and benefits, reputational harm, and emotional distress. Plaintiff is also entitled to recover attorneys' fees and costs.

45. Fabricant's conduct in subjecting Plaintiff and co-workers to a hostile work environment and was oppressive and malicious. Fabricant harassed employees in front of Plaintiff

and began retaliating against him in response to him advising NPA of said harassment, thereby showing a conscious disregard for Plaintiff's rights. Thus, Fabricant is liable to Plaintiff for punitive damages.

46. NPA's conduct in allowing Plaintiff to be subjected to a hostile work environment and terminating Plaintiff for complaining about said environment was oppressive and malicious. Specifically, by terminating Plaintiff for exposing Fabricant's conduct and to avoid having to confront Fabricant about the same, NPA acted despicably, subjecting Plaintiff to the cruel and unusual hardship of a sudden unwarranted termination, thereby showing a conscious disregard for Plaintiff's rights. Thus, NPA is liable to Plaintiff for punitive damages.

FOURTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA

(By Plaintiff against NPA and Does 1-25, inclusive)

47. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

48. NPA has an obligation to prevent discrimination, harassment, and retaliation. NPA failed its obligation when it took no action against Fabricant and instead terminated Plaintiff for reporting the violations of FEHA.

49. NPA's conduct and omissions were a substantial factor in causing Plaintiff's harm, which includes a loss of earnings and benefits, reputational harm, and emotional distress. Plaintiff also is entitled to recovery of attorneys' fees and costs.

50. NPA's conduct in failing to prevent retaliation against and the harassment of Plaintiff was oppressive and malicious. Specifically, NPA acted despicably, subjecting Plaintiff to the cruel and unusual hardship of harassment and retaliation at the hands of Fabricant, instead of taking Plaintiff's complaints seriously and taking action against Fabricant; thereby showing a conscious disregard for Plaintiff's rights. Thus, NPA is liable to Plaintiff for punitive damages.

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FIFTH CAUSE OF ACTION

NEGLIGENT HIRING AND RETENTION

(By Plaintiff against NPA and Does 1-25, inclusive)

51. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

52. Fabricant had previously worked for NPA, left to work for the FDA as the Director of the Division of Dietary Supplement Programs at the U.S. Food and Drug Administration (FDA), and then in or about April 2014 was hired back by NPA as its CEO. During Fabricant's first round of employment with NPA, there were complaints that he created a harassing environment by making inappropriate comments to women and become extremely obnoxious towards others when he drank. Fabricant was also reported to be vindictive when anyone questioned his behavior.

53. When NPA considered Fabricant for re-employment, his prior behavior was discussed but the general hope was that his time with the FDA had "mellowed him out."

54. Shortly after becoming the CEO of NPA it became clear that Fabricant had not changed. Starting in at least November 2014, charges for strip clubs, expensive dinners, and large amounts of alcohol appeared on Fabricant's company charge card. Employees began complaining about Fabricant's behavior stating that he would yell at them, call them names, use profanity, make statements that included sexual innuendo, and make fun of them for their religious practices. These were the same types of behaviors he previously engaged in.

55. NPA owed a duty to its employees, to ensure that any employee hired would not harm the interests of NPA as a whole, or the rights of individual employees. NPA breached this duty by failing to exercise due care in re-hiring Fabricant after he ended his tenure with the FDA, as NPA had plenty of notice of Fabricant's prior illegal and unethical behavior. Notably, NPA was advised of Fabricant engaging in such conduct while employed for NPA during his second tenure therewith, yet NPA retained him and took no corrective action.

56. NPA's breach of duty was a substantial factor in causing Plaintiff's harm, which includes a loss of earnings and benefits, reputational harm, and emotional distress.

SIXTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE § 1102.5

(By Plaintiff against NPA and Does 1-25, inclusive)

57. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

58. Pursuant to California Labor Code section 1102.5(b), "[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

59 Plaintiff complained of illegal activity by Fabricant, a person with decision making authority, to the Board and the president, all whom have authority to investigate, discover and correct Fabricant's illegal activities. Specifically. Plaintiff complained that Fabricant was sexually harassing employees, engaging in religious harassment, gender discrimination, and that he directed an employee not record his time as required by law. In response to Plaintiff's complaints, NPA terminated Plaintiff's employment, thereby violating the Whistleblower statute's anti-retaliation policy.

60. NPA's conduct was a substantial factor in causing Plaintiff's harm, which includes a loss of earnings and benefits, reputational harm, and emotional distress. Plaintiff is also entitled to recovery of attorneys' fees and costs.

61. NPA's conduct in retaliating against and terminating Plaintiff was oppressive and malicious. Specifically, by terminating Plaintiff for exposing Fabricant's illegal conduct and to

avoid having to confront Fabricant about the same, NPA acted despicably, subjecting Plaintiff to the cruel and unusual hardship of a sudden unwarranted termination, thereby showing a conscious disregard for Plaintiff's rights as an employee. Thus, NPA is liable to Plaintiff for punitive damages.

SEVENTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(By Plaintiff against NPA, Fabricant and Does 1-25, inclusive)

62. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

63. Fabricant's conduct towards Plaintiff was outrageous, as it involved the violation of numerous California employment laws and a complete disregard for Plaintiff's rights.

64. Fabricant's conduct was intended to cause Plaintiff emotional distress. At a minimum, Fabricant acted with a reckless disregard for the probability that his conduct would cause Plaintiff to suffer from emotional distress, knowing that Plaintiff was present when he engaged in the outrageous conduct.

65. Plaintiff suffered severe emotional distress as a result of Fabricant's conduct.

66. Fabricant's conduct was a substantial factor in causing Plaintiff's severe emotional distress.

67. Fabricant's conduct was outside the scope and course of employment, as his conduct involved the harassment of Plaintiff and numerous other employees as well as the violation of numerous employment laws.

68. At all times relevant, NPA was aware of and ratified Fabricant's conduct.

69. Fabricant's conduct in subjecting Plaintiff and co-workers to a hostile work environment was oppressive and malicious. Fabricant harassed employees in front of Plaintiff and began retaliating against him in response to him advising NPA of said harassment, thereby showing a conscious disregard for Plaintiff's rights. Thus, Fabricant is liable to Plaintiff for punitive damages.

70. NPA's conduct in ratifying Fabricant's outrageous conduct was malicious and oppressive. Specifically, NPA acted despicably, subjecting Plaintiff to the cruel and unusual hardship of harassment and retaliation at the hands of Fabricant, instead of taking Plaintiff's complaints seriously and taking action against Fabricant; thereby showing a conscious disregard for Plaintiff's rights as an employee in the state of California. Thus, NPA is liable to Plaintiff for punitive damages.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY VESTED VACATION TIME UPON TERMINATION

(By Plaintiff against NPA and Does 1-25, inclusive)

71. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

72. Plaintiff's employment with NPA ended on October 15, 2015. From October 1 through 15, 2015, Plaintiff accrued 8.34 hours of vacation time for which he was not paid.

73. Pursuant to Labor Code 227.3, employers are required to pay accrued but unused vacation time.

74. Due to NPA's failure to pay all accrued but unused vacation time, Plaintiff is entitled to recover the unpaid vacation time as well as attorneys' fees and costs.

NINTH CAUSE OF ACTION

WAITING TIME PENALTIES

PURSUANT TO CALIFORNIA LABOR CODE § 203

(By Plaintiff against NPA and Does 1-25, inclusive)

75. Plaintiff hereby restates, re-alleges, and incorporates by reference herein the paragraphs stated above in this Complaint as though fully set forth herein.

76. Plaintiff's employment with NPA ended on October 15, 2015. However, he did not and has not received all of final wages. Specifically, NPA did not pay Plaintiff all of his accrued and owed vacation time at the end of Plaintiff's employment.

77. Pursuant to Labor Code section 203, an employee who does not timely receive all wages due and owing at the end of his employment is entitled to recovery of at least 30 days of wages and recovery of attorneys' fees and costs.

Prayer for Relief

Plaintiff hereby prays for:

1. Actual damages;
2. Emotional distress damages;
3. Unpaid wages;
4. Punitive damages;
5. Attorney's fees and costs; and
5. Any other equitable relief the Court may deem appropriate.

PLAINTIFF HEREBY DEMANDS A JURY TRIAL

DATED: December 4, 2015

CALLAHAN, THOMPSON, SHERMAN & CAUDILL, LLP

By

KATHLEEN M. HARTMAN
SUREN N. WEERASURIYA
Attorneys for Plaintiff
BRENT WEICKERT

EXHIBIT D

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January 4, 2016

VIA E-MAIL

Kathleen Hartman
Callahan, Thompson, Sherman & Caudill, LLP
2601 Main Street, Suite 800
Irvine, California 92614

Re: *Weickert v. Natural Products Association, et al.*

Dear Kathleen:

Pursuant to Central District Local Rule 7-3, Defendants are following up on our earlier email requesting a telephonic conference regarding Defendants' intention to file a motion to dismiss in this case.

Pursuant to Fed. R. Civ. P. 12(b)(6),Defendants will move to dismiss the claims for intentional infliction of emotional distress claims, negligent hiring and retention, and hostile work environment of the complaint. The intentional infliction and negligent hiring and retention are preempted by state labor law. Further, Mr. Weickert has not pled sufficient facts supporting plausible claims for relief for intentional infliction or hostile work environment. Defendants will further move to strike paragraph 14 of the complaint pursuant to Fed. R. Civ. P. 12(f).This paragraph is the very definition of immaterial, impertinent, or scandalous matter.

Please let us know if you are available to discuss the above. We are available on January 5, 2016 between 9:00 and 11:00 am (California time). If we do not here from you then this correspondence will serve to satisfy Defendants' meet and confer obligations.

Sincerely,

Richard

Richard J. Oparil

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Daniel Fabricant

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

BRENT WEICKERT, Plaintiff, v. NATURAL PRODUCTS ASSOCIATION, DANIEL FABRICANT and DOES 1-25, Defendants.	Case No. 2:15-cv-9874-JFW-JEM **NOTICE OF MOTION AND MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM AND TO STRIKE** **Date:** **February 16, 2016** **Time:** **1:30 p.m.** **Courtroom:** **16**

TO ALL PARTIES AND THEIR ATTORNEYS:

PLEASE TAKE NOTICE that, on February 16, 2016 at 1:30 p.m., or as soon

as the matter may be heard, at the above-referenced court located at 312 N. Spring Street, Los Angeles, California, Courtroom 16, before the Honorable John F. Walter, Defendants, NATURAL PRODUCTS ASSOCIATION and DANIEL FABRICANT, (hereinafter referred to as "Defendants") will move the Court, pursuant to Fed. R. Civ. P. 12(b)(6), to dismiss the claims for intentional infliction of emotional distress, negligent hiring and retention, and hostile work environment. Defendants will further move to strike paragraph 14 of the complaint pursuant to Fed. R. Civ. P. 12(f).

The Motion will be based on this Notice and Motion, the accompanying Memorandum of Points and Authorities and upon such oral argument as may be presented at the hearing of this matter.

Dated: January 12, 2016

Respectfully submitted,

Cummins and White LLP

By: /s/ Iman Reza
Iman Reza
Attorneys for Defendants Natural Products Association and Daniel Fabricant

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INTRODUCTION

Pursuant to Fed. R. Civ. P. 12(b)(6), defendants, Natural Products Association ("NPA") and Daniel Fabricant ("Fabricant") (collectively referred to as "Defendants"), move to dismiss the intentional infliction of emotional distress claim of the complaint filed by plaintiff, Brent Weickert ("Weickert"). Not only is the claim preempted by state labor law, the complaint fails to state a claim. Labor law also preempts the negligent hiring and retention claim. The complaint also fails to state a claim for hostile work environment. Finally, Defendants further move pursuant to Fed. R. Civ. P. 12(f) to strike paragraph 14 of the complaint.

BACKGROUND

On December 7, 2015, Weickert filed a complaint against the Defendants in Superior Court of San Luis Obispo County. The Defendants were served on December 9. They timely removed the case to this Court on December 23. *See* Dkt. No. 1. On a motion to dismiss for failure to state a claim, the factual allegations in the complaint are treated as true and reasonable inferences to be drawn in favor of the non-moving party. *See, e.g.*, *Moyo v. Gomez*, 32 F.3d 1382, 1384 (9th Cir.1994); *Lewis v. Ollison*, 571 F.Supp.2d 1162, 1169 (C.D. Cal. 2008) ("Allegations of material fact in the complaint are taken as true and construed in the light most favorable to the nonmoving party").

NPA is an Illinois not-for-profit corporation. Complaint (Dkt. No. 1-1) ¶ 3. Founded in 1936, NPA is the nation's largest and oldest nonprofit organization dedicated to the natural products industry. NPA represents over 1,900 members accounting for more than 10,000 retail, manufacturing, wholesale, and distribution locations of natural products, including foods, dietary supplements, and health/beauty aids. NPA unites a diverse membership, from the smallest health food store to the largest dietary supplement manufacturer. NPA's headquarters is in

Washington, D.C. *See* Dkt. No. 1-3, Declaration of Daniel Fabricant ("Fabricant Decl.") ¶ 3.

Fabricant is the association's Executive Director and Chief Executive Officer and a citizen of the District of Columbia. Fabricant previously served as the Director of the Division of Dietary Supplement Programs at the U.S. Food and Drug Administration, where he directed agency policy, public affairs and regulatory action regarding regulation of the dietary supplement industry for more than three years. Prior to the FDA, Fabricant was Vice President for global government and scientific affairs for NPA. He has a Ph.D. in Pharmacognosy from the University of Illinois at Chicago. *Id.* ¶ 2. He has also published extensively and is internationally recognized for his regulatory and governmental public health expertise and natural products research.

Weickert alleges that he was employed by NPA from 1997 until October 15, 2015 as Senior Vice President and Chief Financial Officer. He also performed some human resource duties. *Id.* ¶ 2. Even though NPA's offices were in Washington, D.C., he worked out of his house in California.

The complaint alleges that while employed by NPA, Weickert discovered that Fabricant had engaged in supposed prohibited, unethical or illegal behavior. He wrote a letter to NPA's President in May 2015 alleging that:

a. Fabricant was going to strip clubs and charging these expenses on the company credit card. He showed pictures taken at a strip club to a female NPA employee.

b. Fabricant would take another male employee out and charge food and beverages to NPA's credit card.

c. Fabricant's drinking had become excessive and caused other employees to comment on his behavior.

d. Fabricant regularly used profanity, sexual innuendo, and made sexual

jokes at work.

e. Fabricant mocked an employee who is a devout Catholic for using rosary beads to help her with her fear of flying.

f. Weickert "heard" that Fabricant's behavior at his prior employer had led to numerous lawsuits.

g. Employees were terminated when they complained about Fabricant's abusive behavior.

h. Fabricant's abusive behavior had driven away multiple female employees and that a female employee had called Weickert to complain about his abusive and hostile behavior.

i. Fabricant "insisted" tha t women in the office wear skirts and high heels.

j. Fabricant directed several employees not to complete timesheets even though recording these employees' work time was required by law.

l. A NPA employee was out with three other NPA employees. She took an Uber car from the event and was later allegedly sexually assaulted. The alleged assault was not committed by anyone associated with NPA.

Id. ¶¶ 11-12, 14. As discussed further below, none of these alleged facts pertain to Weickert or were directed at him.

Weickert goes on to allege that Fabricant reprimanded Weickert for reminding employees about holidays provided by NPA. When Plaintiff complained to Fabricant about his behavior, he was purported reprimanded for doing his job, excluded from important communications, told not to communicate with NPA's officers directors, committee chairs, and accountants, and was left out of hiring and firing decisions. *Id.* ¶¶ 11-12(j), (l).

Further, Weickert alleges that he told NPA's Board of Directors that Fabricant had completely cut off communications to him and NPA employee Adam Finney.

Weickert allegedly advised the Board that Fabricant's behavior towards him constituted retaliation. He reported that Fabricant was taking actions that appeared intended to make Plaintiff look like he was not doing his job. *Id.* ¶ 15.

NPA's President advised Weickert that there would be an internal investigation of his allegations. *Id.* ¶ 16. NPA's then-outside counsel conducted a thorough investigation and briefed the Board and Executive Committee of the Association.[1] Under NPA's binding Policies and Procedures (§ 13(a)), only the Executive Committee has the power to hire or terminate the CEO. (Ex. 1). The Executive Committee has not sought to terminate Fabricant's position at NPA.

Weickert goes on to allege that he was terminated on October 15, 2015. While he asserts that no reason was given for the termination, he believes he was terminated because of his complaint to NPA's President. *Id.* ¶ 19. Contrary to Weickert's suggestion, he was not terminated in retaliation for reporting alleged unethical behavior to the Board of Directors. Weickert was an at will employee. NPA properly terminated Weickert's employment for at least the following reasons summarized below:

1. Weickert was paid base compensation of about $170,000 per year. NPA is a relatively small trade association and has been exploring ways to reduce its costs to meet a budget shortfall. NPA's Executive Committee determined that it would be much cheaper for NPA to outsource the functions Weickert performed as a full time employee. NPA has implemented the cost saving outsourcing. The Executive Committee was also concerned that NPA and its staff is located in Washington, D.C. and Weickert worked out of his home in California, which was not necessarily efficient or prudent from a control and reporting standpoint.

[1] Such briefing is protected from disclosure by the attorney-client privilege.

2. Prior to his termination, NPA learned that Weickert engaged in financial improprieties while an employee of NPA. He used NPA credit card reward points for his personal benefit, including the purchase of an expensive telescope and a camera. On October 15, 2015, he admitted he did so without authorization. NPA determined that it could not continue to employ a person as chief financial officer who abused his position for improper personal benefit.

3. In addition, prior to his termination, there were issues with Weickert's performance of his job responsibilities. By way of example, communications with NPA's auditors revealed that he was unable to account for a significant variance in the general ledger. In addition, Weickert had poor relationships with other NPA employees, including the director of operations.

4. Further, prior to his termination, Weickert communicated internal NPA data and information to certain members of the board of directors outside the normal reporting channels and beyond the scope of his authority. NPA determined that it could not continue to employ a person who acted outside the scope of his authority. We would note that evidence uncovered after his termination, including Weickert's emails sent and stored on an NPA computer corroborate the fact that he acted improperly.

Thus, Weickert's suggestion that he was terminated for retaliatory reasons is without factual support and baseless.

Weickert's complaint alleges nine causes of action against NPA or Fabricant personally. These are: (1) wrongful termination in violation of public policy against NPA; (2) retaliation in violation of the Fair Employment and Housing Act ("FEHA") (Cal. Gov't Code § 12940, *et seq.*) against NPA; (3) religious and sexual

harassment/hostile work environment in violation of FEHA against NPA and Fabricant; (4) failure to prevent discrimination, harassment and retaliation in violation of FEHA against NPA; (5) negligent hiring and retention of Fabricant by NPA; (6) violation of Cal. Labor Code § 1102.5 against NPA; (7) intentional infliction of emotional distress against NPA and Fabricant; (8) failure to pay vested vacation time upon termination against NPA; and (9) waiting time penalties against NPA.

ARGUMENT

"The Ninth Circuit has clarified that (1) a complaint must 'contain sufficient allegations of underlying facts to give fair notice and to enable the opposing party to defend itself effectively,' and (2) 'the factual allegations that are taken as true must plausibly suggest an entitlement to relief, such that it is not unfair to require the opposing party to be subjected to the expense of discovery and continued litigation.'" *Shinde*, 2013 WL 1953707, *4 (quoting *Starr v. Baca,* 652 F.3d 1202, 1216 (9th Cir. 2011)). A plaintiff must allege more than "labels and conclusions" or "a formulaic recitation of the elements of a cause of action." (*Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).) Federal pleading standards of *Ashcroft v. Iqbal*, 556 U.S. 662, 677-78 (2009), apply in a case removed from state court. *See, e.g.*, *Jimena v. Standish*, 504 Fed. Appx. 632, 634, 2013 WL 223131, *1 (9th Cir. Jan. 17, 2013).

I. WEICKERT'S COMPLAINT DOES NOT STATE A CLAIM FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

While none of the claims in the complaint have merit, the claim for intentional infliction of emotional distress does not state a claim and should be dismissed against NPA and Fabricant as a matter of law. The seventh cause of action asserts that "Fabricant's conduct towards Plaintiff was outrageous, as it involved the violation of numerous California employment laws and a complete disregard for Plaintiff's rights." Complaint ¶ 63. Weickert's allegation that he

"suffered severe and emotional distress as a result of Fabricant's conduct" (*id.* ¶ 65) is conclusory and he pleads no actual facts as to what emotional distress he allegedly suffered. The complaint further alleges that Fabricant's conduct was **a** substantial factor in causing Weickert distress. *Id.* ¶ 66 (emphasis added). The complaint fails to allege what other facts caused Weickert's emotional distress.

Weickert's claim for infliction of emotional distress is preempted by the exclusivity provisions of the California Worker's Compensation Act ("CWA"). "The CWA provides the exclusive remedy for injuries arising out of and during the course of one's employment." *Nidds v. Schindler Elevator Corp.*, 1994 WL 675719, *8 (N.D. Cal. Nov. 17, 1994); *see also* Labor Code §§ 3600 *et seq.*; *Livitsanos v. Superior Court*, 2 Cal. 4th 744, 747, 754, 7 Cal. Rptr. 2d 808, 815 (1991) ("We hold that claims for intentional or negligent infliction of emotional distress are preempted by the exclusivity provisions of the workers' compensation law, notwithstanding the absence of any compensable physical disability."); *Cole v. Fair Oaks Fire Protection Dist.*, 43 Cal. 3d 148, 233 Cal. Rptr. 308, 729 P.2d 743 (1987) (claims for intentional infliction of emotional distress arising from an employment relationship are barred by the exclusivity provisions of the WCA); *Fermino v. Fedco, Inc.*, 7 Cal. 4th 701, 712-14, 30 Cal. Rptr. 2d 18, 872 P.2d 559 (1994) (accord). The complaint is based on conduct that occurred during Weickert's employment with NPA. *See, e.g.*, Complaint ¶¶ 2, 11, 12-19. Thus, the claim should be dismissed as a matter of law.

The conduct alleged by Weickert as the basis for his emotional distress claim was conduct that was within the normal course of the employment relationship, and thus, barred by the exclusivity provisions of the WCA. Weickert alleged he suffered emotional distress as a result of that Fabricant's "harassment of Plaintiff and numerous other employees." Complaint ¶ 67. "Some harassment by superiors when there is a clash of personality or values is not uncommon." (*Cole v. Fair Oaks Fire*

Protection Dist., 43 Cal.3d 148, 161 (1987) (holding plaintiff's intentional infliction of emotional distress based on supervisor's conduct was barred by workers' compensation exclusivity rule).) An emotional distress claim based on such harassment is barred by WCA exclusivity rules. Weickert also alleged that he suffered emotional distress as a result of NPA not "taking Plaintiff's complaints seriously and taking action against Fabricant." Complaint ¶ 70. This alleged conduct is clearly within the normal part of the employment relationship in that the conduct involved was Weickert's grievance toward Fabricant. "[W]hen the misconduct attributed to the employer is actions which are a normal part of the employment relationship, such as demotions, promotions, criticism of work practices, and frictions in negotiations as to grievances, an employee suffering emotional distress causing disability may not avoid the exclusive remedy provisions of the Labor Code by characterizing the employer's decisions as manifestly unfair, outrageous, harrassment, or intended to cause emotional disturbance resulting in disability." (*Cole,* 43 Cal.3d at 160.)

Assuming *arguendo* the claim is not preempted, it still fails. A cause of action for intentional infliction of emotional distress exists when there is (1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct. *See, e.g., Hughes v. Pair*, 46 Cal. 4th 1035, 1051 (2009); *Potter v. Firestone Tire & Rubber Co.*, 6 Cal. 4th 965, 1001 (1993); *Christensen v. Superior Court*, 54 Cal. 3d 868, 903 (1991). Liability for the tort "does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities." *Molko v. Holy Spirit Ass'n*, 46 Cal. 3d 1092, 1252 (1988) (citing RESTATEMENT (SECOND) OF TORTS § 46 comm. d), overruled on other grounds by *Aguilar v. Atlantic Richfield Co.*, 25 Cal. 4th 826

(2001).

This claim against the Defendants should be dismissed because the "oppressive" acts were allegedly directed to others, not Weickert. "[T]he intentional infliction cause of action requires a showing of 'extreme and outrageous conduct' which is **directed at the plaintiff**." *Pot ter*, 6 Cal. 4th a t 1002, 1003; *see also Christensen*, 54 Cal. 3d at 903 ("It is not enough that the conduct be intentional and outrageous. It must be conduct directed at the plaintiff, or occur in the presence of a plaintiff of whom the defendant is aware."). Weickert's complaint as directed at Fabricant's alleged conduct to other people, not Weickert. *See* Complaint ¶¶ 12-15, 17. Weickert does not allege that Fabricant's conduct described in the complaint was primarily directed at Weickert.

The claim should be dismissed for another reason. Weickert alleged that Fabricant's conduct was "**a** substantial factor" in causing his severe emotional distress. Complaint ¶ 66 (emphasis added).The complaint is silent as to what other factors contributed to the alleged emotional distress. Further, Weickert pled no facts describing the nature and extent of his distress. "Severe emotional distress means 'emotional distress of such substantial quality or enduring quality that no reasonable [person] in civilized society should be expected to endure it.'" *Potter*, 6 Cal. 4th at 1004 (quoting *Girard v. Bell*, 125 Cal. App. 3d 772, 787-88 (1981)). The complaint is utterly silent as to the nature and scope of the alleged distress. Nor is there any indication that Weickert sought medical treatment for his condition. *See, e.g.*, *Girard*, 125 Cal. App. 3d at 788. As such, the claim should be dismissed.

Finally, Weickert goes on to allege that Fabricant reprimanded Weickert for reminding employees about holidays provided by NPA, reprimanded for doing his job, excluded from important communications, told not to communicate with NPA's officers directors, committee chairs, and accountants, and was left out of hiring and firing decisions. *Id.* ¶¶ 12(j), (l). These acts, even assuming that they are true (as we

must for this motion), do not rise to the level of intentional infliction of emotional distress. The cause of action requires a showing of "extreme and outrageous conduct" directed at the plaintiff. *Potter*, 6 Cal. 4th at 1003. It also requires "severe or extreme emotional distress", which means distress of such substantial or enduring quality that no reasonable person in civilized society should be expected to endure it. *Id.* at 1004.

Acts that occur in the workplace – such as being reprimanded by a superior, excluded from important communications, told not to communicate with others, and being left out of hiring and firing decisions – do not rise to the level of intentional interference. They may be irritating but the law does not permit recovery. "[M]ere insults, indignities, threats, annoyances, petty oppressions, or other trivialities" do not constitute intentional interference. *Molko*, 46 Cal. 3d at 1251. Neither NPA nor Fabricant engaged in "extreme and outrageous conduct" directed at Weickert. The motion to dismiss the intentional interference claim should be granted.

II. WEICKERT'S NEGLIGENT HIRING AND RETENTION CLAIM IS ALSO PREEMPTED BY CALIFORNIA LABOR LAW.

Weickert's fifth cause of action for negligent hiring and retention is also barred by the exclusivity provisions of the CWA. In *Coit Drapery Cleaners, Inc. v. Sequoia Ins. Co.*, 14 Cal. App. 4th 1595, 18 Cal. Rptr. 2d 692 (1993), the Court found that "any claim for mere negligence by Coit would be barred here by the workers' compensation laws, since Seahorn was the employee of Coit and may not sue for its allegedly negligent or improper supervision." *Id.* at 1606, citing *Cole*, 45 Cal. 3d at 161; *see also Bush v. Trendwest Resorts, Inc.*, 2001 WL 1469062, *9 (Cal. Ct. App. Nov. 19, 2001) (terminated employee's claim against employer for negligent hiring and retention was barred under the workers' compensation exclusivity rule). Weickert's complaint alleges that NPA negligently hired Fabricant, the Director of FDA's Division of Dietary Supplement Programs, in 2014, and

retained him in 2015. Complaint ¶¶ 52-55. Notably, Weickert alleges that NPA "owed a duty to its employees to ensure that any employee hired would not harm the interests of NPA as a whole, or the rights of individual employees. NPA breached this duty…." *Id.* ¶ 55. As a result, Weickert claims he was injured by the alleged negligence. *Id.* ¶ 56.

The fifth cause of action falls squarely within the rule that a current or former employee's claim for negligent hiring and retention is barred by the WCA's exclusivity provisions. Thus, Weickert's claim should be dismissed.

III. WEICKERT'S COMPLAINT DOES NOT STATE A CLAIM FOR HOSTILE WORK ENVIRONMENT.

Weickert's third cause of action – for hostile work environment in violation of FEHA – should be dismissed for failure to state a claim. He does not assert that he was harassed because of his sex or religion. Weickert was not the direct victim of the alleged harassment and did not allege that it occurred in his immediate work environment. Nor did Weickert plead a pattern of a pattern of continuous, pervasive harassment. His complaint lacks specifics of alleged religious/sexual harassment incidents, frequency, and severity.

"There is no requirement that a plaintiff alleging such conduct be the direct target of the harassment; however, 'sexual conduct that involves or is aimed at persons other than the plaintiff is considered less offensive and severe than conduct that is directed at the plaintiff.'" *McCoy v. Pacific Maritime Assn.*, 216 Cal. App. 4th 283, 293, 158 Cal. Rptr. 851 (2013) (quoting *Lyle v. Warner Brothers Television Productions*, 38 Cal. 4th 264, 284-85, 42 Cal. Rptr. 3d 2, 132 P.3d 211 (2006)). In such cases, it is necessary "to establish that the sexually harassing conduct permeated the plaintiff's direct work environment." *Fisher v. San Pedro Peninsula Hospital*, 214 Cal. App. 3d 590, 611 262 Cal. Rptr. 842 (1989). "However, one who is not personally subjected to such remarks or touchings, must establish that she

personally witnessed the harassing conduct and that it was in her immediate work environment." *Id.* at 611. The appellate court went on to find that:

> For instance, it is not enough to allege that harassment occurred in the hospital; a plaintiff who is not a direct victim must also allege exactly what occurred in her presence in her immediate work environment and describe that work environment. In other words, if Ms. Fisher knew that Dr. Tischler was harassing nurses when he was in the operating room, but she did not work with him in that operating room, she would not have been exposed to a hostile work environment.

Id. Further, a plaintiff did not suffer from a hostile work environment unless she was actually exposed to it:

> Ms. Fisher could not have suffered from working in a hostile environment unless she was personally exposed to it. It is not sufficient to plead that a pattern of sexual harassment existed at SPPH. Ms. Fisher, being percipient, should have been able, and was properly required by the law and motion judge, to allege sufficient facts to establish that her work environment was permeated by sexual harassment.

Id. at 613; *see also Bush*, 2001 WL 1469062, *10 ("harassing conduct occurring outside the plaintiff's presence does not establish a hostile work environment. A plaintiff who merely hears about sexually harassing conduct towards others has not been exposed to a hostile work environment. A plaintiff must show that *his or her work environment* was permeated by sexual harassment.") (citations omitted, emphasis in original).

Weickert's complaint simply does not allege facts required to support the hostile work environment claim against NPA or Fabricant. To the contrary, Weickert alleges that "**co-workers** were subjected to discriminatory and harassing

remarks on account of their protected characteristics. One co-worker was subjected to religious harassment while numerous employees were subjected to gender discrimination and sexual harassment." Complaint ¶ 39 (emphasis added). Weickert does not allege that he was the victim of any harassment or that any of the alleged statements to his co-workers occurred in his physical presence. Instead, he "hear[d] complaints of this conduct…." *Id.* ¶ 44. While Weickert alleges that "Fabricant harassed employees in front of Plaintiff" (*id.* ¶ 45), his pleading is devoid of any facts supporting the allegation. The allegations he made against Fabricant do not say that he personally witnessed improper conduct that would support a hostile work environment claim. *Id.* ¶¶ 12(a), (d), (e), (g)-(i), 14. Nowhere in this list does Weickert say that he personally experience or witnessed such behavior. He does not allege that he was ever at a strip club with Fabricant or witnessed him showing photographs to employees. *Id.* ¶ 12(a). He does not allege that he personally observed Fabricant: (1) using profanity, sexual innuendo, or sexual jokes; (2) mocking a Catholic employee; (3) terminating employees for complaints about behavior; or (4) insisting that female employees dress in a certain way. *Id.* ¶ 12(d), (e), (g) (i). Other allegations confirm that Weickert did not personally observe the alleged behavior, but were based on pure hearsay. *See id.* ¶¶ 12(h) ("a female employee had recently called [Weickert] sobbing to complaint about [Fabricant's] abusive and hostile behavior."); 13 ("In the May 2015 letter, Plaintiff provided [NPA President] Green with the contact information of **female witnesses** who could discuss **the experiences they had** with Fabricant" (emphasis added); 14 ("Plaintiff gained knowledge about this incident through a co-worker"). Such rank hearsay does not support Weickert's claim for relief.

Further, Weickert admits that he worked in California. *Id.* ¶ 2. Fabricant and other NPA employees work in the District of Columbia. Fabricant Decl. ¶ 3. This fact is consistent with Weickert's inability to plead any facts showing he was the

victim of or witnessed acts of harassment. As in *Fisher*, even assuming that Weickert knew that Fabricant was harassing other NPA employees, he did not work with Fabricant in that DC office and he would not have been exposed to a hostile work environment. It is not sufficient to plead that a pattern of sexual or religious harassment existed at NPA. Weickert should have been able, and was properly required by law, to allege sufficient facts to establish that his work environment was permeated by harassment. *Fisher*, 214 Cal. App. 3d at 611, 613. He did not meet that test.

Therefore, Weickert's cause of action for hostile work environment fails to state a claim under Rule 12(b)(6) and dismissal is warranted.

IV. PARAGRAPH 14 OF THE COMPLAINT SHOULD BE STRICKEN UNDER RULE 12(F).

Fed. R. Civ. Pro. 12(f) provides, in relevant part, that: "The court may strike from a pleading an insufficient defense or any redundant, immaterial, impertinent, or scandalous matter." In *Shinde*, 2013 WL 1953707, *2, the Court summarized that:

> "Immaterial" matter is that which has no essential or important relationship to the claim for relief or the defenses being pleaded.... "Impertinent" matter consists of statements that do not pertain, and are not necessary, to the issues in question..... "Scandalous" allegations include those "that cast a cruelly derogatory light on a party or other person."

Id. at *2 (citations omitted).

Paragraph 14 of the complaint should be stricken. It alleges that an NPA employee was sexually assaulted "while out for the night with Fabricant." Not only is the allegation untrue, it is based on rank double hearsay. This paragraph is the very definition of immaterial, impertinent, or scandalous matter.

The paragraph should be stricken for another reason. Persons who are familiar

with NPA could deduce the identity of the employee. Her privacy interests support striking the allegations.

CONCLUSION

For the foregoing reasons, Defendants' motion to dismiss should be granted.

Dated: January 12, 2016 Respectfully submitted,

Cummins and White LLP

By: /s/ Iman Reza
Iman Reza
Attorneys for Defendants Natural Products Association and Daniel Fabricant

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EXHIBIT F

NATURAL PRODUCTS ASSOCIATION

POLICIES AND PROCEDURES MANUAL

MISSION STATEMENT

As the leading voice of the natural products industry, the Natural Products Association's mission is to advocate for the rights of consumers to have access to products that will maintain and improve their health, and for the rights of retailers and suppliers to sell these products.

VISION STATEMENT

The Natural Products Association strives to achieve a broader, more accessible marketplace for natural products that will improve the quality of life for consumers worldwide.

as of September 16, 2014

EXHIBIT 1

12. ANNUAL REPORT

The Natural Products Association shall publish an Annual Report, including a version of the audited financial report setting forth what dues are supporting as well as progress towards Natural Products Association goals.

13. NATURAL PRODUCTS ASSOCIATION HEADQUARTERS AND STAFF

a. Executive Director/CEO. The Board of Directors shall employ a person to serve as the Natural Products Association Executive Director/CEO to manage and direct the Headquarters office and to perform such duties as are delegated to him/her by the Board of Directors. The Executive Director/CEO shall be the Chief Executive Officer of the Association and shall be responsible for implementing and enforcing the policies of the Board of Directors. Subject to ratification by the Board of Directors, the Executive Committee shall have the authority to hire and terminate the Executive Director/CEO, and establish the length and terms of the Executive Director/CEO's contract. The Executive Director/CEO shall submit a detailed monthly report of all activities and expenditures of the Natural Products Association to the Executive Committee. The Executive Committee shall conduct an annual evaluation of the performance of the Executive Director/CEO in accordance with the approved Executive Director Review Protocol.

b. Administrative Staff. The Executive Director/CEO, subject to the approval of the Board of Directors, shall maintain such administrative staff as is approved by the Board of Directors.

c. Bonding of Staff Members. All staff members who handle funds or who are authorized to sign Natural Products Association checks shall be bonded or covered for employee theft under the Association's property insurance policy.

d. Contract Signatures. All contracts of $5,000.00 or more, or otherwise involving significant potential liability for the Natural Products Association, shall be reviewed by Natural Products Association legal counsel. The Staff Financial Officer will verify that the contract does not exceed the adopted budget and the Executive Director/CEO will verify that the contract reflects the motions of the Board. If acceptable by counsel, Staff Financial Officer, and Executive Director/CEO, the contract may be executed. A copy of the executed contract shall be forwarded to the President.

e. Personnel Handbook. All Natural Products Association employees shall receive and be governed by the Personnel Handbook currently in effect. The Handbook may be amended from time to time by the Executive Committee after consultation with the Executive Director/CEO and Natural Products Association legal counsel.

f. Use of Natural Products Association Logo. Procedures for the use of the Natural Products Association Logo by a member shall be outlined in a form letter and made available to members who request it. Except as specified in accordance with the Natural Products Association GMP Certification Program, (1) members may use the Natural Products Association logo only on collateral materials and

Revised September 16, 2014

Revised March 18, 2013
Revised October 30, 2012
Revised March 28, 2012
Revised June 22, 2011
Revised April 5, 2011
Revised November 9, 2010
Revised March 22, 2010
Revised July 8, 2009
Revised November 10, 2008
Revised July 19, 2007
Revised April 3, 2006
Revised November 2, 2005
Revised April 11, 2005
Revised November 17, 2004
Revised March 22, 2004
Revised March 24, 2003
Revised November 7, 2002
Revised February 21, 2002
Revised June 9, 2001
Revised March 21, 2001
Revised November 10, 2000
Revised July 26, 2000
Revised April 5, 2000
Revised July 7, 1999
Revised March 19, 1998
Revised July 9, 1997
Revised March 22, 1997
Revised January 20, 1996
Revised January, 1994
Revised July 8, 1992
Revised February 1, 1992
Revised July 18, 1991
Revised January 19, 1991
Revised July 12, 1989
Approved July 19, 1987

EXHIBIT G

C·U·I·A·B

CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD

SUREN N. WEERASURIYA, ESQ.
CALLAHAN THOMPSON SHERMAN CAUDILL
2601 MAIN STREET, SUITE 800
IRVINE, CA 92614

AB Case: **AO- 384000**

Date Mailed: **JANUARY 26, 2016**

TRANSMITTAL

We are sending you the enclosed material because another party sent it to us. You cannot submit a response to the enclosed material at this time.

If the material contains new or additional evidence, the Appeals Board cannot consider it unless there is a good reason why it was not presented to the administrative law judge. If the Appeals Board decides to consider it, you will be given an opportunity to respond.

enc.
sh

IF YOU CHANGE YOUR ADDRESS, NOTIFY THE CUIAB FOR PROMPT RECEIPT OF THE DECISION.

CUIAB
P.O. BOX 944275
SACRAMENTO, CA 94244-2750

PHONE: (916) 263-6803
FAX: (916) 263-6837

California Unemployment Insurance Appeals Board

FO Case Report

OXNARD OFFICE OF APPEALS

Case #:	**5618565**	Status:	**Board Appeal**	Program Code:	**01**
		AO Case:	**AO-384000**		
		AO Case State:	**Opened**		
		AO Decision Mail Date:			

Multi Case Name:

Appellant:	**Claimant**	Appeal Date:	**11/25/2015**
Claimant:	**BRENT D WEICKERT** **660 VIA DEL SALINAS** **PASO ROBLES CA 93446 0000**	Clmt Rep:	
Phone:	**(949) 689-1007**	Phone:	
SSN:	**564-84-1549**		
Employer:	**NATURAL PRODUCTS ASSOCIATION** **1773 T ST NW** **WASHINGTON, DC 20009 0000**	Emp Rep:	**PORZIO BROMBERG & NEWMAN** **1200 NEW HAMPSHIRE AVE NW** **SUITE 710** **WASHINGTON DC 20036 6802**
Phone:	**(202) 204-4723 Call collect**	Phone:	**(202) 517-1888**
Account No:	**176-4129**	CHO:	**0250**
AAO/ACO:			
Subpoenas:	**0**		
Suspense Date:		Board Appeal:	**1/19/2016**
Decision Mailed:	**12/23/2015**		
Issue(s):	**1030/32, 1256**		
Split Cases:			

1/22/16 AO mail batch # 386130606
0216 B/A SCAN DATE 12/30/15

Calendar Notes:

RN

Hearing - Date	Location	Room	ALJ	Outcome
12/23/2015 9:15 AM	**071 - San Luis Obispo**	**000**	**Fellner, Nathaniel**	**None**

CALIFORNIA UNEMPLOYMENT INSURANCE APPEALS BOARD

C·U·I·A·B

CUIAB – BOARD APPEAL

If you disagree with the unfavorable CUIAB Administrative Law Judge's (ALJ) decision in your unemployment, tax or disability case (except disability overpayment cases), you must file your Board Appeal within 30 calendar days from the mailing date stamped on the front of the ALJ's decision. In disability cases involving an overpayment, you must file your Board appeal within 20 calendar days.

Claimant: You must continue to file claim forms during the time we are deciding your appeal if you wish to claim benefits for this period of time. If you are found ineligible for these benefits, however, you may be required to repay benefits received. Please direct all claim questions to the Employment Development Department (EDD) at: http://www.edd.ca.gov.

The following information must be provided by the party filing the appeal (Appellant) or authorized agent/representative.

Check party filing the appeal: Claimant ☐ Employer ☒ EDD ☐

Appellant Name: NATURAL PRODUCTS ASSN. ALJ Decision Date and Case No.: 12/23/15 5618565

Appellant Phone No.: (202) 204-4723 Appellant Fax No.: ( )

Appellant Mailing Address: 1773 T St. NW WASHINGTON DC 20016

Street No., Apt. No., P.O. Box City State Zip Code

Do you give permission for the CUIAB to send confidential information regarding your appeal to your e-mail address and/or cell phone by voice or text message (Information may be received sooner)? Yes ☒ No ☐

If yes, please provide the e-mail address and/or cell phone number where you would like the information sent.

E-mail Address: DANIEL.FABRICANT@NPA.ORG Cell Phone No.: ( )

Claimant Name: BRENT WEICKT

Social Security No.: 564 - 84 - 1549

Employer Account No.: 13-7084 (For Employer Only)

Appellant Agent or Representative Name (If applicable):

Mailing Address:

Street No., Apt. No., P.O. Box City State Zip Code

☐ Check box if you are not filing your appeal on time, (within 30 days from the date listed on the front of the ALJ's decision, or within 20 days for disability cases involving an overpayment) and provide explicit details on reasons for the delay.

☒ Check box if presenting new or additional evidence. Attach documents and explain why they were not presented at the hearing.

See ATTACHED

I disagree with the Administrative Law Judge's decision because: See ATTACHED

RECEIVED JAN 22 2016 OXNARD OA/CAL-REG

(If you need additional space please use the lines on the back of this page)

Signature of the Appellant or Agent / Representative Required: Date: 1/20/16

DE 1430 Rev. 2 (5-15) - Español al reverso - CU

Re: Claimant Brent D. Weickert, Social Security No. 564-84-1549
Case No. 5618565
Employer's Appeal of December 23, 2015 ALJ Decision

The Employer, Natural Products Association ("NPA"), hereby appeals the December 23, 2015 decision of the Administrative Law Judge ("ALJ") on the claim for unemployment compensation of Brent Weickert ("Weickert").

On December 29, 2015, NPA's counsel sent a letter to the Oxnard Office of Appeals requesting a copy of the record of the hearing held by the ALJ, including a CD and/or transcript and a copy of all exhibits submitted by the claimant. A check in the amount of $15 was enclosed. NPA also requested a new due date to submit a written argument and it reiterates that request now.

ADDITIONAL EVIDENCE

The ALJ admitted NPA's Exhibits 1-7 into evidence at the December 23, 2015 hearing. NPA submits three additional exhibits – Exhibits 8-10 – as additional evidence as to why the ALJ erred and Weickert is not entitled to the payment of unemployment compensation by NPA.

First, Exhibit 8 is NPA's Personnel Handbook. At the hearing, Weickert testified that NPA did not have any policy prohibiting employees, like Weickert, from using award points accumulated on NPA corporate credit cards to buy personal items. Exhibit 8 rebuts that testimony.

Second, Exhibit 9 consists of some emails (there are dozens more) showing that Weickert engaged in misconduct. For example, they establish that Weickert had improper contacts with former employees of NPA to gather evidence against NPA and its Executive Director/CEO, Dr. Daniel Fabricant, and exposing NPA to legal liability. The exhibit also contains emails proving that Weickert conducted his own unilateral investigation of NPA and Dr. Fabricant without any authorization from the Board of Directors or its Executive Committee. Finally, the emails show improper communications between Weickert and certain select members of NPA's Board and Regional Councils. Weickert disclosed confidential personnel and other internal matters that he was not authorized to disclose. They also show that Weickert colluded and strategized with some select Board members to defeat and obstruct NPA's adoption of a budget that they did not favor. While there was oral testimony on this misconduct by Dr. Fabricant and Weickert, Exhibit 9 presents a more complete record to consider the appeal.

Finally, Exhibit 10 reflects payments that Weickert approved to a now former NPA employee, Connie Randolph, that were not authorized by the organization and were not authorized to be made. Again, this exhibit is offered to provide a more complete record for the appeal.

BASIS FOR NPA'S APPEAL

NPA, a Washington, DC-based trade association, terminated the employment of Weickert, an at will employee of NPA who had served as its vice president and chief financial officer, on October 15, 2015. Contrary to Weickert's suggestion in his unemployment claim, he was not terminated by NPA in retaliation for reporting alleged unethical behavior to the Board of Directors. Weickert presented absolutely no evidence of retaliation by NPA or its Executive Director/CEO, Dr. Fabricant at the hearing. The unrebutted testimony of Dr. Fabricant is that Weickert was terminated for misconduct under Cal. Unemployment Ins. Code § 1256 as well as budgetary reasons.

Section 1256's reference to "misconduct" conduct evincing such willful or wanton disregard of an employer's interests as is found in deliberate violations or disregard of standards of behavior which the employer has the right to expect of his employee, or in carelessness or negligence of such degree or recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his employer. *Amador v. Unemployment Ins. Appeals Bd.* (1984) 35 Cal.3d 671, 678, 200 Cal.Rptr. 298, 677 P.2d 224. To establish misconduct, there must be substantial evidence of deliberate, willful, and intentional disobedience on the part of the employee. *Robles v. Employment Development Dept.* (2012) 207 Cal.App.4th 1029, 1035, 144 Cal.Rptr.3d 36. *See also* 22 CCR § 1256-30.

Cost Savings

Weickert was paid base compensation of about $170,000 per year. NPA is a relatively small trade association and has been exploring ways to reduce its costs to meet a budget shortfall. NPA's Executive Committee determined that it would be much cheaper for NPA to outsource the functions Weickert performed as a full time employee. The Executive Committee was also concerned that NPA and its staff is located in Washington, D.C. and Weickert worked out of his home in California, which was not necessarily efficient or prudent from a control and reporting standpoint. This evidence is not disputed. Any suggestion by Weickert that he was terminated for retaliatory reasons is erroneous.

Improper Use of NPA Assets for Personal Benefit

Prior to his termination, NPA learned that Weickert engaged in financial improprieties while an employee of NPA. He used NPA credit card reward points for his personal benefit, including to obtain a telescope and a camera. *See* NPA Exhibits 1-2. At the time he was terminated, Weickert admitted to two NPA employees that he did so without authorization. NPA determined that it could not continue to employ a person as chief financial officer who abused his position for improper personal benefit.

The ALJ's decision found that using NPA assets for Weickert's personal gain was "poor judgment" but was not misconduct under the statute. That ruling was clearly erroneous.

At the hearing, Weickert testified that NPA did not have a policy precluding its employees from using corporate credit cards awards for personal use. However, NPA's Personnel Handbook does prohibit the unauthorized use of NPA resources. *See* NPA Exhibit 8. The Handbook states: "Examples of conduct or actions that may result in disciplinary action, up to and including termination," include the following:

- "Unauthorized use of Association materials, equipment or resources."
- "Theft or possession without proper authority of property of employees or the Association or removal from NPA premises of any such articles without permission."
- "Inappropriate personal use of the Association's resources (e.g., **Association credit card**, travel advances, telephone, computer, Xerox machine, supplies, telecopy facilities, letterhead stationary, postage, etc."
- "Any conduct inconsistent with maintaining an employment relationship with NPA."

Id. at pages 19-20 (emphasis added). The Handbook also expressly provides that "Employees may be given NPA credit cards to pay for business travel expenses. **Such credit cards shall ONLY be used for business expenses.**" *Id.* at 35

(emphasis added). When Weickert used the NPA credit card awards to buy himself an expensive telescope and camera (which he failed to turn over to NPA after his termination), he did so for personal and not business purposes – the very definition of misconduct. Weickert, who was familiar with the Handbook since his job responsibilities included human resource functions, acted wantonly and dishonestly to take improper advantage of NPA's property.

NPA reserves the right to demote, transfer, suspend, terminate or otherwise discipline any employee without any prior warning should NPA, in its sole discretion, believe such action is warranted." *Id.* at page 20. The ALJ's finding that no policy prohibited Weickert's use of NPA's corporate credit card for his personal benefit is directly contradicted by NPA's Personnel Handbook.

Misconduct in Job Performance

Prior to his termination, there were other issues with Weicket's performance of his job responsibilities that rise to the level of misconduct. By way of example, communications with NPA's auditors revealed that he was unable to account for a significant variance in the general ledger as part of the 2014 audit ($10,844). Contrary to the statements by the ALJ, Weickert was given months to try to explain and account for the discrepancy, but he was unable to do so. At the hearing, Weickert said the documentation was located in Washington. He was not, however, able to explain where it supposedly was or how to find it. NPA Exhibits 5, 7.

Moreover, NPA's approved transfer budget for its investment portfolio for 2015 was $202,500. Inexplicably and without proper authorization, Weickert transferred about $1,250,000 in total investment withdrawals through October 31, 2015.

Further, NPA discovered that Weickert approved and caused NPA to make wholly improper payments to Connie Randolph ("Randolph"), NPA's then accounting/office manager. *See* NPA Exhibit 10. On July 3, 2014, Weickert paid two checks to Randolph totaling $2,692.50 for her personal rent and security deposit. In May 2015, Weickert approved payment of another $4,896.64, which was supposed to cover certain relocation expenses. However, $2,598.16 had nothing to do with relocation expenses. Instead, that amount was used for rent, meals and cars prior to her move and a round trip plane ticket from Hawaii to Arizona. Allowing such improper payments is misconduct.

NPA's auditors have also found that Weickert's own expense reports and the NPA corporate credit card issued to him rarely listed a business reason for the expenses and often lack receipt support.

In addition, Weickert had poor relationships with other NPA employees, including the director of operations. NPA Exhibit 3. He inappropriately discussed an employee's visa status and nationality with others.

Improper Communications With Former Employees to Gather Information to Use Against NPA and its Executive Director

Weickert admitted that the engaged in misconduct when he testified at the hearing before the ALJ that he contacted former NPA employees to try to get evidence to use against NPA and Dr. Fabricant. Weickert's misconduct was not authorized by NPA's Board of Directors, Executive Committee or Executive Director.

His misconduct is confirmed in emails. *See, e.g.*, NPA Exhibit 10 at pages 4-11, 15, 17-19, 22, 25. For example, former employee Randolph sent an email to another former employee, copying Weickert, that said "Brent [Weickert] is looking for past employees to send him letters or emails regarding their treatment by Daniel [Fabricant]. If you feel so inclined he would appreciate it. I wrote a 3 page letter myself." *Id.* at page 15. Weickert further report that he would "see if any others would put their experiences on paper...." *Id.* at page 19.

By going out and attempting to affirmative create adverse hearsay evidence, Weickert breached his fiduciary duty not to act in ways detrimental to his employer, NPA. He also violated NPA's Personnel Handbook, which states that "personnel files and information" "are examples of confidential information. EMPLOYEES MAY NOT DISCLOSE OR USE PROPRIETARY OR CONFIDENTIAL INFORMATION EXCEPT AS THEIR JOBS REQUIRE. Anyone who violates this guideline will be subject to discipline, up to and including discharge, and possible legal recourse." NPA Exhibit 8 at page 18. The Handbook further requires employees "to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Association. A conflict of interest exists when the employee's loyalties or actions are divided between the Association's interests and those of another. *Id.* at page 26.

As such, Weickert engaged in misconduct.

Improper and Unauthorized Communications with Certain Select Board Members

Prior to his termination, Weickert communicated internal NPA data and information certain members of the board of directors outside the normal reporting channels and beyond the scope of his authority. He was not merely responding to director questions, as the ALJ decision suggests, he was colluding with select board members that were not acting in the best interests of NPA. *See, e.g.*, NPA Exhibits 4 & 10 at pages 1-14, 16-21, 23, 24, 26-33. Weickert made misleading statements to those select board members. Weickert disclosed confidential personnel and other internal matters that he was not authorized to disclose. Weickert colluded and strategized with some select Board members to defeat and obstruct NPA's adoption of a budget that they did not favor. Weickert's conduct went far beyond responding to inquiries. It rose to the level of misconduct.

Weickert's conscious knowledge that he was acting improperly is reflected in his signing one email to NPA board member Ben Henderson "James Bond." *Id.* at page 22. NPA determined that it could not continue to employ a person who acted outside the scope of his authority and with subterfuge. His misconduct resulted in his termination.

CONCLUSION

For the foregoing reasons, and particularly given the totality of the circumstances, NPA terminated Weickert for misconduct. The ALJ's decision awarding unemployment benefits should be reversed.

Natural Products ASSOCIATION™

Promoting Natural Products for Healthy Lifestyles

PERSONNEL HANDBOOK

FOR

NATURAL PRODUCTS ASSOCIATION

Effective November 4, 2014

TABLE OF CONTENTS

INTRODUCTION

Welcome to Natural Products Association.

The Natural Products Association ("NPA" or the "Association") is a not-for-profit tax exempt corporation serving the "Health Foods and Natural Products" industry.

The Association was founded in 1936 as the National Dietary Foods Association and is the only trade organization serving all segments of the industry. The Association's present name was adopted in 2006 as being more descriptive and accurate.

The Association's membership consists of independent and chain retailers, manufacturers, distributors, wholesalers, suppliers and brokers, industry consultants, publishers and nutritional professionals. Like other trade organizations, the NPA is involved in educational services, industry developments, new products, member concerns, activities, and new and proposed state and federal regulations.

The Association's bylaws stress membership adherence to NPA's Code of Ethics and Board approved guidelines established by the Committee for Product and Label Integrity (ComPLI). NPA maintains close ties with similar trade groups around the world and works toward solving mutual problems, exchanging information and helping develop domestic and foreign trade.

A twenty-two member, voluntary, Board of Directors guides the affairs of the Association and establishes staff operating policies. The Board is composed of representatives from the two major membership categories (retailers and manufacturers/distributors/suppliers). The Board generally meets in person two to three times yearly and as needed on a teleconference basis.

A five member Executive Committee of the Board of Directors, consisting of the President, President-Elect (or past President), Treasurer, Chairperson of the Supply Council and the Chairperson of the Retail Council, has authority to act on the Association's behalf between meetings of the Board of Directors.

All of the Association's affairs, projects and activities are carried out and administered by NPA's Executive Director/CEO and Association staff members.

This handbook represents our latest Association benefits and policies. It is designed to acquaint you with the Association and its rules and regulations, and to help you to operate effectively and efficiently within Association policy. The handbook also explains the employment benefits of NPA. These policies are not meant to explain every employment situation. They will, however, serve as guidelines.

While NPA believes wholeheartedly in the plans, policies, rules, and procedures set forth in this personnel handbook, <u>nothing set forth in the personnel handbook is intended to constitute an employment contract or otherwise to alter in any manner the at-will relationship between you and NPA. Either you or NPA may terminate the employment relationship at any time with or without notice and for any lawful reason or for no reason.</u>

With the exception of its policy of at-will employment, whether or not a specific policy is set forth here, the Association reserves the right to modify, revoke, suspend, terminate or change

any or all of its plans, policies or procedures, in whole or in part, at any time, with or without notice, without creating terms of employment inconsistent with the at-will nature of your employment.

By accepting employment with NPA, you agree to conform to NPA's rules and regulations.

No employee or representative of the employer is authorized to enter into any agreement of employment for any specific period of time or to make any agreement, express or implied, inconsistent with at-will employment or with any other provisions or policies of the employer except by written authorization signed by the Executive Director/CEO of NPA, with the approval of the Board of Directors.

This handbook became effective on August 1, 2014 and supersedes any prior handbook or policy directive.

Equal Employment Opportunity

It is NPA's policy to provide equal employment opportunity for all applicants and employees. NPA does not unlawfully discriminate on the basis of race, color, religious creed, national origin, sex (including pregnancy, childbirth, or related medical condition), sexual orientation, ancestry, age, medical condition, physical or mental disability, veteran status, marital status, family leave care status or any other classification protected by applicable federal, state or local law. The Association also prohibits the harassment of any individual on any of the bases listed above. Our policy of equal employment opportunity applies to all areas of employment, including recruitment, selection for training, hiring, training, promotion, demotion, termination, transfer, lay-off and recall, salaries, wages, compensation, other benefits, social and recreational programs and all other terms and conditions of employment.

Any incident of discrimination or harassment, including work-related harassment by Association personnel or any other person, should be reported to the employee's supervisor, to any other supervisor or department head, to the Sr. Vice President/CFO, or to the Executive Director/CEO.

It is the responsibility of every supervisor, manager and employee to conscientiously follow this policy.

If you have any questions regarding this policy, you should discuss them with the Executive Director/CEO or the Sr. Vice President/CFO.

Employee Relations

Our sincere conviction is that the best and most rewarding employee-management system results from a direct relationship between management and employees. No company is free from day-to-day problems, but we believe we have personnel policies and practices to help resolve problems. All of us must work together to make the organization viable and healthy.

We encourage you to bring your problems to your supervisor or any other member of management whom you feel can help you; we, in turn, promise to listen to your concerns with

respect and do our best to solve your problems. Management accepts responsibility to provide favorable working conditions, and competitive pay and benefits.

The Employment Relationship

The employer certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. TO PROTECT BOTH PARTIES' RIGHTS, IT SHOULD BE REMEMBERED THAT THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT WILL, AT THE OPTION OF ANY EMPLOYEE OR THE EMPLOYER. Moreover, no one in the organization, other than the Executive Director/CEO, has the authority or legal ability to modify the at-will nature of the employment relationship. The Executive Director/CEO can only do so if it is done specifically in a written agreement that is signed both by the Executive Director/CEO and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

PAYROLL, SCHEDULING, AND OVERTIME PRACTICES

Attendance

Regular attendance and promptness are major elements in the success of NPA. Poor attendance places undue hardship upon fellow employees by requiring them to perform the work normally assigned to the person who fails to report to work when scheduled. While the association fully complies with the requirements of the law, excessive absenteeism or tardiness may lead to disciplinary action, up to and including discharge, unless such absenteeism or tardiness is due to the employee's care of an ill child, parent, spouse, or domestic partner.

If you are not going to be at work for any reason, you must call your supervisor before 8:45 a.m. or within 30 minutes after the beginning of your working shift on each day and explain that you will be absent from work or that you anticipate being late for work. If your supervisor is not available, you must speak to the Executive Director/CEO or Sr. Vice President/CFO. Do not leave a message with another employee, or merely on voice mail, in case that employee is absent as well. Except in the case of an emergency, the Association expects you personally to call and report your reasons for not being at work on time or for being absent.

Should you fail to report for work or call in for a period of three (3) consecutive working days, NPA will assume that you have abandoned your job and will treat your unreported absence as a voluntary employment termination.

Working Hours

Our standard workweek begins at 12:01 a.m. Sunday and ends at midnight the following Saturday. NPA's basic day of work for full-time employees is eight hours, exclusive of the meal period. The working hours are from 8:45 a.m. to 5:30 p.m. NPA is mindful that employees may have the occasional need to alter their work schedule to meet certain personal obligations.

NPA, in its sole discretion, may accommodate an employee by authorizing an alternative work schedule. Please talk to your immediate supervisor to request this accommodation. Additionally, flexible starting and stopping times for work may be available depending upon the needs of each department. In addition, the hours for lunch and breaks may vary from department to department. Ask your supervisor to explain these variations.

Rest and Meal Periods

Employees shall take a 10-minute rest period for every four (4) hours worked. Generally, the rest periods are taken mid-morning and mid-afternoon. Employees may not work for more than five (5) hours without taking a meal period. An employee may not work more than ten (10) hours without taking a second meal period. NPA policy requires that the first meal period of the day be forty-five (45) minutes in length. The second meal period must be at least one-half (1/2) hour in length. During the meal periods you are not required to perform work, and you may leave the premises. During a normal workday your first meal period should be scheduled between 11 a.m. and 2 p.m. Employees should coordinate the scheduling of their meal period to accommodate the duties of their position.

Timekeeping

All employees are required to maintain a record of his/her hours worked. Employees are required to provide a written or electronic record of the hours worked during the previous work week to the Sr. Vice President/CFO each Monday before 10:00 a.m. Falsification of time records may lead to disciplinary action, up to and including termination. Falsification includes, but is not limited to, keeping records for other employees, asking other employees to falsify, or falsifying your own records.

To ensure the accuracy of all time records, employees may be asked to sign a statement similar to the following at the conclusion of each pay period:

> "I hereby attest that the time and hours recorded on this time record accurately and fully identify <u>all</u> time that I have worked during the designated pay period and that I have taken all meal and rest periods as required by law and provided by NPA policy. I further acknowledge that I have not violated any policy of the employer during the pay period, including, but not limited to the employer's policy against working unauthorized overtime. In addition, I acknowledge that I have not sustained any work-related injury, either physical, emotional or psychological, during the pay period."

Employee Status, Categories and Overtime

Non-exempt employees, as defined by applicable law, are required to keep track of their hours worked and will be paid overtime pay in accordance with applicable law; generally for work in excess of forty (40) hours in a work week or in excess of eight (8) hours per work day. <u>All overtime must be assigned by your immediate supervisor and approved by the Executive Director/CEO or Sr. Vice President/CFO before you work any overtime</u>.

Exempt employees, as defined by applicable law, including exempt executive, administrative, supervisory, and professional employees, are not eligible for overtime.

In addition to being exempt or nonexempt, each employee may belong to one other employment category:

REGULAR FULL-TIME employees are those who work NPA's normal work week (30 hours or more) and are eligible for all NPA benefits upon completion of 90 days of full-time service.

REGULAR PART TIME employees are those whose employment is planned and scheduled for the foreseeable future based on a work week less than 30 hours.

TEMPORARY employees are hired for a specific job or a specific period of time and may work either full time or part time.

The foregoing categories are provided as a guideline only. Some employees may fall into categories not referenced herein. Should you have questions regarding your particular employment category, you should contact the Sr. Vice President/CFO.

Compensatory Time Off

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation. The company does not maintain any compensatory time off plan or arrangement. Accordingly, any time off that is provided an exempt employee is done on an informal basis. Neither extra compensation nor compensatory time off will, under any circumstances, be owed or payable to an exempt employee upon separation from the company's employ for any reason.

Non-exempt employees are entitled to overtime pay whenever they perform overtime work. The company does not permit non-exempt employees to take time off in lieu of receiving overtime pay.

Make-Up Time

Employees who miss scheduled work as a result of personal obligations may request the opportunity to make up the amount of time missed on another day in the same workweek. Employees who receive prior approval to make up missed time may do so in the same workweek in which the time was missed. Time that is made up under this policy will be compensated at a "straight-time" rate. In order to qualify, the make-up time must not cause the employee to exceed 11 hours in any workday or 40 hours in the workweek. The employee must also submit a signed request to make up the missed time at straight time for each occasion that make-up work is requested.

Time may be made up only if the employee's written request is approved in advance by the Executive Director/CEO or Sr. Vice President/CFO. The Executive Director/CEO and Sr. Vice President/CFO have the sole and absolute discretion to approve a request, in writing, as a courtesy to an employee when circumstances make such approval appropriate.

Payday

Payday for all employees is the fifteenth (15th) and the last day of each month. If the fifteenth or the last day of the month falls on a Saturday, Sunday, or legal holiday, you will receive your paycheck on Friday or the day preceding legal holiday.

Annual Review and Wage Adjustment

Written performance reviews will be conducted periodically during your employment. In addition, the employer periodically evaluates the salary and wage rates paid to employees. Although performance reviews and wage evaluations are typically done annually, usually at or near the end of the calendar year, wage adjustments can occur at other times, at the sole discretion of the employer. Satisfactory performance reviews will not necessarily result in wage or salary increases. Likewise, a single unsatisfactory performance review typically will not result in wage or salary decreases.

Lactation Accommodation

Employees who wish to express breast milk while at work may request the opportunity to do so. Efforts will be made to accommodate eligible employees by allowing them to express milk in a private area. Where an employee has a private office, it may be used for that purpose. Employees can exercise this privilege during their regular rest periods when possible. If it is not possible to exercise this privilege during a regular rest period, employees can arrange with their supervisors to take additional time or express breast milk at a different time. The time will be paid when employees use their regular rest periods to express breast milk. In some instances, where special accommodations are made and a non-exempt employee receives time off in addition to her rest period to express breast milk, the additional time may be unpaid.

GENERAL AND LEAVE BENEFITS

Introductory Statement Regarding Benefits

The employer has established a number of employee benefit programs for its eligible employees. Although this handbook does not restate all of the features of these benefit programs, it provides brief summaries to acquaint employees with some of the programs. It is important that the employees remember that additional terms, conditions, and limitations regarding program eligibility and benefit entitlement often exist. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in the handbook and the terms of the official plan documents, the provisions of the official plan documents, as interpreted in the sole and absolute discretion of the plan administrator, shall control.

In addition, while it is the employer's present intention to continue these benefits, the employer reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice. Finally, neither the

benefit program nor their descriptions are intended to create any guarantees regarding employment of continued employment. As noted elsewhere in the handbook, employment relationships are for in indefinite term and are terminable at will, either at the option of the employee or the employer.

Once employees satisfy certain eligibility requirements, they may participate in the company's total benefit program that features:

Holiday Benefits
Health Insurance
Dental Insurance
Vision Insurance
Life Insurance
Travel Accident Insurance
Paid Time Off
Disability Insurance
Retirement Plans
Section 125 Plan
Health and Wellness Plan

Change of Employee Information

It is important that you keep your supervisor and the Sr. Vice President/CFO informed of any changes in important information. Your present address and phone number are essential for many purposes, including mailings from the employer to your home, and it is your responsibility to inform the employer immediately of any changes. If your marital status or dependents change, you may have to change the number of exemptions claimed for income tax withholding purposes and to add or delete members of your family to the employer's health insurance plans.

Holidays

The company recognizes the importance of leisure time in achieving greater productivity, and provides full-time employees with the following paid holidays each year. Full-time employees will receive a day off with pay on each of the following recognized holidays.

New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If one of the recognized holidays falls on a Sunday, it will be observed on Monday. If the

holiday falls on Saturday it will be observed on the preceding Friday.

To be eligible for holiday pay an employee must be a full-time active employee, and the observed holiday must fall on a day in which the employee is normally scheduled to work. Part-time and temporary employees are ineligible for holiday benefits and do not receive pay for holidays. All employees are ineligible for holiday benefits for holidays that occur while they are on any voluntary, employer mandated, or government mandated leave of absence.

Paid Time Off

The company maintains a Paid Time Off ("PTO") program that combines vacation and sick benefits into a single PTO bank for eligible employees to provide them with the flexibility to meet both their work and personal needs. PTO can be used by eligible employees for any reason (e.g., vacation, illness, medical appointments, personal business).

Only regular, full time employees are eligible for PTO. There are no PTO benefits for part-time or temporary employees. Full time employees are not eligible to take PTO until three (3) months after the date of hire or change in status to full time employment.

All Staff other than those at or above vice-president level accrue PTO leave based on the following schedule:

Total Years of Service	PTO Days Per Year	PTO Accrual Rate (Hours per Month)
0-5	15	10.0
5+	20	13.3

Employees at or above the vice-president-level accrue PTO based on the following schedule:

Total Years of Service	PTO Days Per Year	PTO Accrual Rate (Hours per Month)
0-2	15	10
2-5	20	13.3
5+	25	16.7

Employees are strongly encouraged to take their PTO within the year after it has been earned. Any employee hired prior to September 1, 2009 may accrue a maximum of two hundred forty (240) hours of PTO. Any employee hired after August 31, 2009 may accrued a maximum PTO balance of no more than the employee's annual PTO accrual rate (monthly PTO accrual rate times twelve). Once an employee has accrued the maximum amount of unused PTO, no additional PTO will accrue until the employee uses some of the accrued PTO and reduces the accrued balance to less than the maximum amount. Employees do not receive pay in lieu of taking accrued PTO, except upon termination of employment.

Employees do not accrue PTO during any unpaid leave of absence or while on disability salary continuation. PTO accruals recommence when the employee returns to work. Employees must coordinate their PTO with their immediate supervisor in advance. To avoid conflicts, employees

should schedule their PTO leave with their supervisor as far in advance as possible. In any event, employees should request PTO time off, in writing, at least two (2) weeks before the proposed beginning date of the PTO.

If PTO cannot be scheduled in advance, such as in the case of illness, the employee's supervisor should be contacted as soon as possible, but no later than the scheduled time of arrival. Employees are expected to call in their absence on a daily basis unless other arrangements have been agreed to by the employee and the supervisor. In any event, employees are obligated to keep their supervisor informed of their absence and expected date of return.

EXCEPT IN CASES OF AN EMPLOYEE'S ILLNESS, EMERGENCY, CARE FOR AN ILL CHILD, PARENT, SPOUSE, OR DOMESTIC PARTNER, OR OTHER LEAVE PROTECTED BY LAW NO PTO MAY BE TAKEN DURING THE THIRTY (30) PRESCEDING, OR DURING, A MAJOR EVENT AFFECTING NPA, AS "MAJOR EVENT" IS DEFINED BY THE EXECUTIVE DIRECTOR/CEO. A "MAJOR EVENT" includes NPA's annual convention and trade show and such other events as designated by NPA. NPA will, however, provide 60 days written notice of a "MAJOR EVENT", if possible.

Employees who fail to return to work on the first scheduled work day after the expiration of a PTO leave may be considered to have resigned from their employment as of that date, at the sole and absolute discretion of the employer.

Severance Pay

NPA does not provide severance pay to employees who terminate employment voluntarily of involuntarily.

Compassion Leave

In the case of a death of an immediate member of an employee's family the Association will authorize a paid leave of absence immediately following the death of up to three (3) consecutive working days. "Immediate family" is defined as mother, father, mother-in-law, father-in-law, spouse, child, step-children, brother or sister, or grandparents of yours or your spouse.

Jury Duty Leave

It is the employer's policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify his/her supervisor immediately. All active full-time employees who have completed 90 days of employment will be paid their regular wages while on jury duty (less amounts received from the court for jury duty) up to a maximum of 10 working days of jury service each calendar year. After the 10-day period has elapsed, an employee may use their earned PTO to extend the paid leave of absence for jury duty. A personal leave may be used to extend an unpaid leave of absence.

Employees who are not full-time and who have completed 90 days of employment will be

provided time off to spend on jury duty up to twenty (20) calendar days per year. Those employees are ineligible for Association compensation for the time spent on jury duty.

Employees who are not eligible for Association jury leave are entitled to take unpaid time off to serve on jury duty, as required by law, if the employee provides NPA reasonable notice before taking time off for jury duty service.

Time Off to Participate in Activities of Child's School

Under certain circumstances, eligible employees may be entitled to take time off to participate in activities of their child's school or a licensed day care facility. In order to be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten or a grade between one and 12, inclusive, or attending a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to the Executive Director/CEO or Sr. Vice President/CFO before taking the time off. The employee may not take more than 40 hours off for this purpose in a single year of more than eight hours off in any calendar month of the year.

An employee who takes time off under this policy must utilize any existing Paid Time Off leave for the absence. If the employee does not have enough Paid Time Off leave benefits available at the time the time off is taken, or does not have enough Paid Time Off leave benefits to cover the time taken off, the time off will be taken without pay. The salary of an exempt employee will not be affected if the employee misses a portion of a day of work under this policy.

Any employee who takes time off under this policy must provide documentation from the child's school or licensed child care facility to substantiate the fact that the employee participated in a school activity or day care facility activity.

Victims of Domestic Violence or Sexual Assault

Victims of domestic violence or sexual assault may take time off for court proceedings, medical attention, crisis counseling, psychological counseling, participating in safety planning and programs to increase future safety, or any other reason related to the violence or assault. Employees may use accrued Paid Time Off benefits for such leave. Leave that exceeds an employees accrued Paid Time Off will be on an unpaid basis. Such leave should be requested in writing to the Executive Director/CEO or Sr. Vice President/CFO. Such requests will be held in strict confidence and will not be disclosed to anyone for any reason, except as may be required by law.

Leaves of Absence

Employees who have completed at least 12 months of service and have worked at least 1,250 hours of service are provided time off without pay for pregnancy, military duty and for medical reasons, in NPA's discretion and as required by law, and for personal reasons, in NPA's sole discretion. EXCEPT AS OTHERWISE REQUIRED BY LAW, ALL LEAVES OF ABSENCE ARE PROVIDED ON AN UNPAID BASIS.

Requests for a leave of absence are to be submitted in writing to the Executive Director/CEO or Sr. Vice President/CFO. To the extent that your need to take leave is foreseeable, you must submit your request 30 days before you wish the leave to begin, or as early as possible if giving 30 days' notice is impracticable.

Generally, personal leaves of absence are limited to 30 calendar days. Medical leaves of absence, other than for disability as a result of pregnancy, childbirth or related medical conditions, are generally limited to 60 calendar days. Military leaves of absence are provided for the length of duty or term of service.

Female employees are entitled to take a leave of absence during the time they are actually disabled on account of pregnancy, childbirth, or related medical conditions, for up to a maximum period of four months. The leave need not be taken in one continuous period of time. Additionally, any female employee affected by pregnancy is entitled to transfer to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated by NPA.

With respect to medical or pregnancy leaves, NPA may require a certification from the employee's health care provider stating that the employee is disabled and estimating the probable duration of the disability. Recertification may be required if, for example, the original estimate of the period of the leave expires and there remains leave time available for the employee under the law. NPA may require employees to provide a verification of ability to work from their health care provider, before they may return to work.

An eligible employee may request a family and medical leave for up to 12 weeks per consecutive 12-month period for any of the following reasons: (1) the birth of the employee's child; (2) the placement of a child with the employee in connection with an adoption or foster care; (3) to care for a child, parent, or spouse who has a serious health condition; or (4) due to a serious health condition that prevents the employee from performing one of more of the essential functions of his or her position. To the maximum extent permitted by law, any leave of absence that is granted to an employee under this policy or an other policy for a purpose specified above shall be credited against the 12-week limit contained in this policy. Any employee who is granted a family or medical leave under this policy may utilize any accrued Paid Time Off benefits during the period of the leave. Any leave that occurs after all Paid Time Off benefits have been exhausted shall be without pay. Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will continue during the period of the family and medical leave up to a maximum of 12 weeks.

You must use all of your earned Paid Time Off before beginning a personal, medical, or military leave of absence. At the beginning of your pregnancy disability leave, you may request to substitute earned Paid Time Off benefits for unpaid leave time.

While you are on a leave of absence, you do not accrue Paid Time Off benefits and you will not receive holiday paid time off. While you are on a leave of absence, other than a family and medical leave, you must pay the entire portion of your medical plan premium, as well as the entire portion of any dependent coverage premium.

The Association may eliminate your position for legitimate business reasons while you are on a

leave of absence, except as otherwise provided by law.

Upon completion of a medical or pregnancy-related leave of absence, the employee may return to his or her former position, or, if that position is unavailable, to a substantially equivalent position, subject to certain exceptions permitted by law.

Employees who accept employment elsewhere during a leave of absence shall be considered to have quit without notice as of the original date their leave was granted. Employees who fail to return to work on the first scheduled work day after expiration of a leave of absence shall be considered to have resigned their employment as of that date.

To the extent allowable under law, any state and/or federally mandated leave periods, including those provided under the Americans with Disability Act, (ADA) Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Family Temporary Disability Insurance (FTDI), shall run concurrently.

Voting Time

Employees who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work with pay to vote in a public election. In order to quality, employees must obtain advance approval from their supervisor.

HEALTH AND WELFARE BENEFITS

Insurance Coverage

If you are a full-time employee, the Association will pay the premium amounts for your coverage under the medical insurance plans that are available to all full-time employees. The Association will also make available medical insurance coverage for a full-time employee's spouse and children who are full-time students up to the age of 24, or 18 if not full-time students. The employee is responsible for 100% of the insurance premium amounts for the employee's spouse and eligible children. The premium for the employee's spouse and children shall be deducted from the employee's paycheck.

Employees may also choose to participate in an "upgraded" insurance plan that provides a higher level of benefits than the basic plan that is available to all full-time employees. If an employee chooses to participate in an upgraded insurance plan, the additional cost of the upgraded plan over the cost of the basic plan must be paid by the employee through equal semi-monthly payroll deductions.

Full-time employees and their eligible dependents are eligible for medical insurance coverage on the first of the month after completion of 60 days of full-time employment.

Part-time and temporary employees are not eligible for medical insurance with the Association.

If you want more information on this program and its benefits to you, please contact the Sr. Vice President/CFO.

Retirement Plan

The company maintains a 401k Profit Sharing Plan for the benefit of its employees. The plan allows employees to have a percentage of their pre-tax earnings paid into certain investment accounts maintained by the plan administrator. The plan requires the employer to make a matching contribution on behalf of the employee and allows the employer to make additional discretionary year-end contributions. The plan is subject to government regulation and is subject to the terms and conditions provided in the approved plan documents. Please see the Sr. Vice President/CFO for full details on the plan. The employer reserves the right in its sole and absolute discretion to amend or terminate the plan from at any time without notice, subject to applicable government regulations.

Health and Wellness Plan

NPA maintains a Health and Wellness Plan. The Health and Wellness Plan reimburses employees for certain health and wellness costs up to a maximum of one hundred dollars ($100) per month. Covered health and wellness costs include monthly dues, admission, or participation costs for use of a gym or exercise facility, participation in exercise or yoga classes, swim facilities, sports clubs or leagues, or diet programs as well as any out-of-pocket costs for any medical care or treatment or the purchase of any prescription or over-the-counter medication or dietary supplement. Eligibility for this plan begins on the first of the month following completion of three (3) months of employment. Receipts must be submitted when requesting reimbursement. All reimbursements must be submitted within fifteen (15) days of the end of the year for which they are paid or incurred.

Other Benefits

NPA employees may be eligible for other benefits, including, dental and vision insurance, life insurance, Section 125 plan, and long-term disability coverage. Available benefits may change from time to time. For more information on NPA's employee benefits and eligibility requirements, contact the Sr. Vice President/CFO.

Workers' Compensation Program

The Association carries workers' compensation coverage as required by law to protect its employees in the event they are injured on the job.

You are reminded to immediately report any and all on-the-job injuries, no matter how minor, to your supervisor and the Sr. Vice President/CFO. Failure to report injuries and accidents can lead to difficulties in processing insurance and benefits claims. Employees should direct questions regarding workers' compensation coverage to the Sr. Vice President/CFO.

State Disability Insurance

Employees are covered under the state disability insurance plan (SDI), which provides low cost disability protection if illness or injury, not caused by the job, prevents you from working. For further information, see the pamphlet entitled "For Your Benefit," which you can obtain from the Sr. Vice President/CFO (who can also answer further questions you may have).

PROPER AND SAFE CONDUCT

No Harassment

It is the policy of the Association to provide a work environment free of sexual discrimination or harassment, or discrimination or harassment based on such other factors as race, color, religious creed, national origin, sex (including pregnancy, childbirth, or related medical condition), sexual orientation, ancestry, age, medical condition, marital status, physical or mental disability, veteran status, family leave status and any other classification protected by applicable federal, state or local law. The Association will not tolerate harassment of employees by managers, supervisors, or other employees.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Depending upon the circumstances, some examples may include racial slurs or epithets, or offensive or derogatory ethnic jokes, posters, cartoons, drawings, or other similar offensive or derogatory conduct.

In particular, sexual harassment is broadly defined as any solicitation of sexual favors or unwanted imposition of any sexually related activity by a co-worker, supervisor, or manager of the Association. Depending upon the circumstances, sexually harassing conduct may include:

- Unwanted sexual advances, reprisals or making threats of reprisals after a negative response to sexual advances, or pressure (subtle or otherwise) for sexual activity.
- Verbal propositions, sex-oriented innuendoes, jokes, banter, "kidding," epithets, storytelling, derogatory comments, or slurs.
- Physical contact such as touching, patting, pinching, brushing against another's body, or impeding or blocking movement.
- Non-verbal conduct such as leering, obscene gestures, or the display of sexually suggestive objects, suggestive posters, cartoons, or drawings.

Unwelcome sexual advances, requests for sexual favors and other verbal, non-verbal, or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to the conduct is made either an explicit or an implicit condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the employee subjected to the conduct; or
- The conduct severely interferes with an employee's work environment.

Any person who believes that he or she has been the subject of harassment by a co-worker, supervisor, or manager of the Association should promptly report the incident. Employees should make their report either to their supervisor, to any other supervisor or department head, or to the Executive Director/CEO. Supervisors and department heads should promptly forward reports of harassment directly to the Executive Director/CEO or to the Sr. Vice President/CFO. The Association emphasizes that an employee is not required to complain to his or her supervisor first, whether or not it is the supervisor who is engaging in the harassment.

The Association will conduct a prompt, thorough, and objective investigation of any report of harassment. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. The Association will make a determination after completing its investigation and will take prompt and effective remedial action, which will be communicated to the extent reasonable and necessary to the complainant, the alleged harasser, and, as appropriate, any other directly concerned individuals. If a violation of this policy is determined to have occurred, the disciplinary action can result in immediate termination, depending upon the circumstances. In addition, the Association will take steps to prevent further harassment.

The Association will not retaliate against and will not tolerate retaliation against an employee who makes a report of harassment. Retaliation is an extremely serious violation of this harassment policy and should be reported immediately.

The California Department of Fair Employment and Housing has published an information sheet on sexual harassment, a copy of which is attached to this policy for your review.

Security; Confidential and Proprietary Information

The security of employees, employee property, and Association property is of vital importance to NPA. All employees share responsibility for ensuring that proper security is maintained. Any breach or suspected breach of security should be reported promptly to the Executive Director/CEO.

Association property includes not only tangible property, like desks and typewriters and computers, but also intangible property such as information. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by NPA employees as a result of their work for NPA or during the course of that work. This handbook, for example, contains proprietary information. Confidential information is any information relating to the Association that is not known generally to the public or the industry. Member lists, member files, information relating to the NPA Board of Directors, personnel files and information, computer records, financial and marketing data, strategy, organizational changes, and trade secrets are examples of confidential information. EMPLOYEES MAY NOT DISCLOSE OR USE PROPRIETARY OR CONFIDENTIAL INFORMATION EXCEPT AS THEIR JOBS REQUIRE. Anyone who violates this guideline will be subject to discipline, up to and including discharge, and possible legal recourse.

Due to the confidential nature of employee salaries, NPA requests that employees refrain from discussing their salary with other employees.

Standards of Conduct

The following guidelines are generally to be considered with respect to employee discipline and corrective effort:

Any conduct that, in the exclusive judgment of the Association, interferes with or adversely affects NPA, its business, its members, its Board of Directors, or its employees is sufficient grounds for disciplinary action. A range of possible disciplinary measures may be imposed. Specifically, depending on the conduct, the discipline, at the sole discretion of the Association, may range from oral notification to immediate discharge; some conduct may, in the sole discretion of the Association, require immediate discharge or suspension without any other prior discipline. Generally, discipline may include any or all of the following:

- Oral notification
- Written notification
- Suspension without pay
- Discharge

Factors that might be considered in ascertaining the appropriate discipline include, but are not limited to, the following:

- Seriousness of the conduct
- Impact of the conduct on other employees
- Employment record, including past violations and discipline
- Employee's ability to correct conduct
- Effect on members or others outside the NPA
- Effect on NPA's business interests
- Surrounding circumstances

Depending on the conduct and the applicable facts, fewer than all of the foregoing may be emphasized, and other factors might also be considered.

Examples of conduct or actions that may result in disciplinary action, up to and including termination, include, but are not limited to, the following:

- Work performance that, in the exclusive judgment of NPA, is inadequate or unsatisfactory.
- Unauthorized or excessive absence, tardiness, or early quitting. Absence from work without notification or failure to return to work upon expiration of a vacation or leave of absence may be considered to be a voluntary termination on the part of the employee.
- Failure to notify the appropriate supervisor and/or the Sr. Vice President/CFO of late arrivals or early departures.
- Unauthorized or excessive time away from work station.
- Failure to notify the supervisor promptly of completion of assigned work.
- Lack of attention to job responsibilities.
- Failure to follow prescribed work procedures.
- Failure to follow supervisor's instructions.
- Unauthorized use of Association materials, equipment, or resources.

- Behavior that is contrary to productivity, such as, insubordination, loafing, sleeping on the job, interfering with the work of others, or doing personal work or conducting numerous personal calls on Association time or with Association resources.
- Making false and/or malicious statements about other employees, supervisors, managers, the Association, its business, its members, or its Board of Directors.
- Fighting or engaging in threatening or intimidating activities.
- Theft or possession without proper authority of property of employees or the Association or removal from NPA premises of any such articles without permission.
- Falsification of employment records or other NPA documents.
- Possession of weapons or explosives on NPA property or time.
- Failure to maintain confidential information.
- Falsifying your own or another employee's time records or filling out another employee's time records.
- Indecent, immoral, or improper conduct on NPA property or time.
- Conviction of a felony or any crime related to violence or physical assault while employed by NPA.
- Selling, buying, investing, or trading in stocks, bonds, or any other kind of security, or making any other kind of financial investment based upon information learned through your association with NPA.
- Use of alcohol or other drugs in such a manner as to put the Association at risk or to impair your ability to perform your job.
- Illegal use or possession of alcohol or other drugs while on NPA property or time.
- Inappropriate personal use of the Association's resources (e.g., Association credit card, travel advances, telephone, computer, Xerox machine, supplies, telecopy facilities, letterhead stationery, postage, etc.).
- Refusal to submit upon request to examination by a physician, at Association expense, if you have been involved in an accident, if your behavior causes reasonable suspicion of a drug, alcohol, or medical problem or if you are claiming physical impairment, disability, or illness.
- Assisting any non-employee to enter the Association premises without proper authorization.
- Working or engaging in other conduct inconsistent with a leave of absence status while on leave of absence.
- Circulating ballots or petitions, collecting funds, or selling or distributing merchandise on NPA premises, unless approved by the Sr. Vice President/CFO.
- Inducing another employee to violate NPA rules or policies.
- Violation of Association policy on nondiscrimination or harassment.
- Endangering another employee through unsafe practices.
- Posting or removing any material from the bulletin boards or displaying or distributing written or printed matter, posters, or pictures without permission of the Sr. Vice President/CFO.
- Any conduct inconsistent with maintaining an employment relationship with NPA.

<u>The foregoing is not intended to, and does not in any manner, alter the at-will relationship between NPA and its employees.</u>

NPA reserves the right to demote, transfer, suspend, terminate or otherwise discipline any employee without any prior warning should NPA, in its sole discretion, believe such action is warranted.

Inspection and Searches on NPA Premises

NPA believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of the Association's business. NPA also intends to protect against the unauthorized use and removal of NPA property. In addition, NPA intends to assure its access at all times to NPA premises and NPA property, equipment, information, records, documents, and files. Accordingly, NPA has established this Guideline concerning inspections and searches on NPA premises. This Guideline applies to all employees of NPA.

All NPA property located on NPA premises or otherwise assigned to employees, including desks, file cabinets, voicemail, e-Mail, non-personal mail, computer disks and disk drives, network space, etc., belongs solely to NPA and should be used and treated accordingly; employees should not rely on, or have any expectation of, privacy in connection with such property. NPA supervisory personnel are entitled to access NPA property on an as needed basis, including for the purposes of searching for drugs and/or alcohol, with our without an employee's prior knowledge or approval.

Employees who are found to be in possession of prohibited materials in violation of this Guideline and/or in violation of the Drug-Free Workplace Guideline, or employees who are found to have used NPA property in an unauthorized manner, will be subject to discipline, up to and including discharge, regardless of NPA's reason for conducting the search or inspection.

Drug-Free Workplace

NPA has a strong commitment to provide and maintain safe, healthful and efficient working conditions for our employees. The unlawful presence of controlled substances or alcohol in the workplace conflicts with these vital interests. Use of a controlled substance or alcohol, in addition to impairing one's ability to satisfactorily carry out one's job responsibilities, can cause carelessness, injuries, accidents, death and legal exposure.

All employees are expected to be in such mental and physical condition at work to be able to perform their roles satisfactorily and behave appropriately. Abuse of any drug or alcohol can harm NPA's reputation and business and endanger the health and safety of our employees.

The unlawful use, manufacture, distribution, purchase, sale or possession of a controlled substance or alcohol on the premises of any NPA office or property, outside meeting place or client location or while engaging in any job-related activity is prohibited and may result in discipline by the Association, which may include termination of employment.

NPA will not, however, initiate disciplinary action against any employee who meets all five of the conditions below:

1. voluntarily identifies him/herself as an abuser of alcohol or drugs prior to management's determination that this policy has been violated;

2. is not presently intoxicated or impaired;

3. has not engaged in the sale of controlled substances on NPA premises;

4. participates in an inpatient/outpatient counseling/rehabilitation program acceptable to NPA; and

5. thereafter refrains from abuse of alcohol or drugs.

Notwithstanding the foregoing, NPA reserves the right to discipline any employee for engaging in violent, abusive or unsafe conduct in violation of company policy.

Furthermore, if a supervisor or manager has a reasonable suspicion that an employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline and such use may adversely affect the employee's job performance or the safety of the employee or co-workers, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, he or she will be requested to take a drug test in accordance with NPA's drug-testing procedures. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result. All drug testing-records will be treated as confidential to the extent possible.

Procedures for Drug and/or Alcohol Testing

The Association will refer the applicant or employee to a certified medical clinic or laboratory, which will administer the drug test. The Association will pay the costs of the test and reasonable transportation to and from the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test.

The laboratory will inform the Association as to whether the applicant or employee passed or failed the drug test. If an applicant or employee fails the test, he or she will be considered to be in violation of NPA policy. An applicant who is in violation of this policy may have his or her job offer revoked. An employee who is in violation of NPA policy will be subject to discipline, up to and including termination of employment.

Policy Concerning Violence in the Workplace

NPA recognizes that workplace violence is a growing concern among employers and employees across the country. NPA is, therefore, committed to providing a safe, violence-free workplace. In this regard, NPA strictly prohibits employees, consultants, customers, visitors, or anyone else on NPA premises or engaging in NPA related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, NPA seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence event prior to any violent behavior occurring.

Workplace violence includes, but is not limited to, the following:

1. Threats of any kind;

2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;

3. Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of NPA property, or a demonstrated pattern or refusal to follow NPA policies and procedures;

4. Defacing NPA property or causing physical damage to the facilities; or

5. With the exception of security personnel, bringing weapons or firearms of any kind on NPA premises, in NPA parking lots, or while conducting Company business.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Sr. Vice President/CFO immediately.

Further, employees should notify the Sr. Vice President/CFO if any restraining order is in effect, or if a potentially violent non-work related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, NPA will inform the reporting individual of the results of the investigation. To the extent possible, NPA will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. NPA will not tolerate retaliation against any employee who reports workplace violence.

If NPA determines that workplace violence has occurred, NPA will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, NPA will take reasonable, appropriate corrective action.

Under certain circumstances, NPA may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, NPA may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

Safety

NPA places the highest emphasis on the safety of its employees and will continue to make every effort to ensure that working areas are as safe as possible.

Each employee has a responsibility to work safely and to help prevent accidents or injuries. Every employee is expected to report unsafe conditions, think before acting, and consciously take care to avoid unnecessary risk.

All employees are required to comply with NPA's safety and health policies and practices. An employee's compliance or failure to comply with safety standards may be considered in the evaluation of the employee's job performance. Employees who fail to promote the interests of safety and health in the workplace, including by violating safety standards or engaging in conduct, recklessly or otherwise, that shows negligence or a disregard for safety concerns, may be disciplined, up to and including termination of employment.

The Association encourages all employees to direct any questions they may have regarding safety issues to the Sr. Vice President/CFO. Each employee has the responsibility to inform the Sr. Vice President/CFO immediately of any hazard or unsafe condition in the work site, without fear of reprisal in any form. Employees may also notify the Sr. Vice President/CFO of any such hazards anonymously if they prefer to do so, by calling NPA at (202) 223-0101, ext. 226, and indicating that the employee does not wish to identify himself or herself, or by writing to the Sr. Vice President/CFO at NPA, 1773 T Street, NW, Washington, DC 20009.

Rule with Regard to Computer, Internet, and E-mail Systems

The company has established this computer, Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic systems in a legal, ethical, and appropriate manner. The policy has been devised in a manner that addresses the company's legal responsibilities and concerns regarding the fair and proper use of all electronic devises within the organization. The company has devoted substantial assets and resources to provide computer access for the purpose of promoting the company's legitimate business interests. Employees who are provided computers or access to computers in the course of their jobs have significant responsibilities regarding their use. Because a variety of problems and concerns can arise in connection with computers, this policy offers employees some guidance concerning the applicable rules that the company has established to protect its business interests.

When reviewing this policy and the applicable rules, employees should remember that the computer system and any information, software products, and data stored within them remain the sole and exclusive property of the company. The company must therefore implement measures designed to comply with its legal obligation and safeguard its business interests.

Use of Computers

Employees should not use or access the computers, Internet, e-mail, or electronic communications systems in any manner that is unlawful, inappropriate of contrary to the company's best interests. They should not allow or cause other to do so and should never allow, condone, or permit unauthorized individuals to use company computers or access information regarding the company on such computers that has not been publicly disclosed.

Prohibited Conduct

Computers, Internet, e-mail, and electronic communications systems should not be used in

connection with the downloading, transmittal, access to, review or dissemination of inappropriate materials of any kind, (a) including sexually-suggestive materials, pornographic, obscene, or sexual images, graphics, or language, (b) unlicensed or unauthorized access to proprietary or copyrighted information of another individual or entity, or (c) material that is perceived as offensive based on any characteristics protected by state of federal law, including, sex, race, color, religion, national origin, ancestry, physical disability, mental disability, marital status, pregnancy, age, citizenship, or sexual orientation.

The company's commitment to the spirit and the letter of the all applicable civil rights and equal opportunity laws applies to the use of its computers, Internet, e-mail, or electronic communications systems and access to information available as a result of such use. The use of computers, Internet, e-mail, or electronic communications systems to convey messages or information that could constitute unlawful harassment of discrimination of any kind, including sexual harassment, is strictly prohibited and will not be tolerated by anyone.

It is not possible to identify every type of inappropriate or impermissible use of the company's computers, e-mail, or electronic communications systems. As a result, employees must exercise their best judgment and common sense at all times when using or accessing computers, Internet, e-mail, or electronic communications systems. Some additional examples of conduct that will not be allowed include (a) the commercial use of our computers or resources for any purpose that is not directly and immediately intended to benefit the company; (b) any use that would violate the company's policies against unauthorized solicitations; (c) any use that infringes upon or misuses the proprietary, copyrighted, or patented information of another person or organization; (d) any use that would constitute an actual or potential conflict of interest with the company or lead to or involve activities that are in any way competitive with the company; an d(e) any non-work-related activities.

Employee Responsibility

Employees must understand the importance and sensitivity of the issues that exist in this area, as well as the high level of legal responsibilities that exist. In order to fulfill its responsibilities under the law and to monitor compliance with the strict policies regarding the use of its computers, access to the Internet, transmittal of e-mail, and electronic communications systems, and the receipt, use, and dissemination of information through the use of the computers, Internet, e-mail, and electronic communications systems, the company has instituted certain safeguards, including this policy.

Employees who use or have access to computers should not install any personal software products or any information without proper authorization from the Sr. Vice President/CFO.

The company provides access to its computers, Internet, e-mail, and electronic communications systems for the sole purpose of facilitating the performance of legitimate, job-related activities. While employees may be provided access to computers, the computers and any software, information, materials, and data stored on or in them, even temporarily, will constitute the sole and exclusive property of the company.

Passwords

Any individual who has a password or code of any kind that is used to access, use, or restrict the use of any of the employer's computer, Internet access, e-mail, and electronic communication system or any electronic document of file stored on any of the employer's computer, Internet,

e-mail, or electronic communication system must, as a condition of employment, advise the Sr. Vice President/CFO, in writing, of that password or code. The individual must also advise the Sr. Vice President/CFO, in writing, of any changes to the password or code within four hours of making such a change.

Access

Employees should not expect that information on any company computer will be confidential or that they will have any proprietary, privacy or protected confidential right with respect to such information. In order to monitor compliance with this policy and protect its business interests, including the need to prevent any improper use of its computers, Internet access, e-mail, and electronic communications systems, the company reserves the right to gain access to any information stored in, accessed, used, or retrieved by any of its computers. The company also maintains the right to employ tools that monitor, track, record, and/or report on the activities of employees with regards to their use of the company's computer, Internet, e-mail, and electronic communications systems.

Although the company desires to be reasonable in addressing these issues, the legal obligations that exist in this area are strict. The company must therefore reserve the right to gain access to all information and, where appropriate, make copies of, disclose and disseminate such information. Access to information may occur either before, during, or after an employee's shift, and either with or without the employee's advance knowledge or consent.

Employees who have questions regarding this policy or questions regarding the appropriateness of any activity related to computer, Internet, e-mail, and electronic communication systems should direct them to the Sr. Vice President/CFO before engaging in any activities that may be found to be unauthorized or improper. Strict compliance with this policy and cooperation are essential. Violations of the policy may result in disciplinary action, up to and possibly including immediate termination.

Conflict of Interest

Our employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Association. A conflict of interest exists when the employee's loyalties or actions are divided between the Association's interests and those of another. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Executive Director/CEO for clarification. Any exceptions to this guideline must be approved in writing by an officer of the Association.

These guidelines do not attempt to describe all possible conflicts of interest that could develop. Some examples of conflicts from which employees should refrain, however, include the following:

(1) Accepting personal gifts, entertainment, or services from competitors, members, suppliers, or potential suppliers;

(2) Working for a competitor, supplier, or member;
(3) Engaging in self-employment in competition with the Association;
(4) Using proprietary or confidential Association information for personal gain or to the Association's detriment;
(5) Having a direct or indirect financial interest in or relationship with a competitor, member, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
(6) Using Association assets or labor for personal ends;
(7) Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Association;
(8) Committing the Association, without authorization from the Executive Director/CEO, to give its financial or other support to any outside activity or organization; or
(9) Developing a personal relationship with another employee of the Association that might interfere with the exercise of impartial judgment in decisions affecting the Association or any employees of the Association.

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, member, supplier, or potential supplier, the employee must disclose this fact in writing to the Association. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or member, a conflict of interest may exist that at a minimum requires full disclosure to the Association. Management may take appropriate action, including reassigning one of the employees, when an employee enters into a personal relationship with someone he or she supervises or with someone who supervises him or her.

Failure to adhere to these guidelines, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

Employment of Relatives

Relatives of current employees may be hired by NPA only if (1) the individuals concerned will not work in a direct supervisory relationship, and (2) employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, fathers, and persons related by marriage. Current employees who marry, or who become related by marriage, will be permitted to continue employment with the Association only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale.

GREIVENCE AND ARBITRATION PROCEDURES

Open Door Policy

NPA has an Open Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or

complaints are encouraged to discuss them with their supervisors, the Sr. Vice President/CFO, the Executive Director/CEO or any member of the Executive Committee of the Board of Directors. NPA believes that employee concerns are best addressed through this type of informal and open communication.

Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although NPA cannot guarantee that in each instance the employee will be satisfied with the result, NPA will attempt in each instance to understand and if appropriate address each complaint. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

Employees who conclude that their work-related concerns should be brought to the attention of the Association by written complaint and formal investigation may avail themselves of the Grievance and Arbitration Procedures set forth below.

Introduction to Grievance and Arbitration Procedures

An employee should initiate the Association's grievance and arbitration procedure for any employment-related event, condition, rule, or practice involving the Association which the employee believes to be improper or in conflict with the employee's civil rights. This procedure covers the full range of employment disputes, including those based on state and federal civil rights laws, other state and federal statutes, torts and public policies and those involving terminations.

Throughout the entire grievance and arbitration procedure, the Sr. Vice President/CFO will serve as a resource to both the employee and the Association. If, however, the employee's grievance concerns an action by the Sr. Vice President/CFO, the employee should submit all documents and make all relevant inquiries specified in this Policy to the Executive Director/CEO/CEO instead of the Sr. Vice President/CFO.

At any step of the procedure in which the employee is required to meet with a representative of the Association, the employee may be accompanied by another employee of the employee's choosing.

Grievance Procedures

Step 1

If you have a grievance, you should submit a written grievance and your requested solution to your immediate supervisor within 30 calendar days of the event giving rise to the grievance. A copy of the grievance should be submitted to the Sr. Vice President/CFO at the same time. Within 7 calendar days, or as soon thereafter as practicable, your supervisor will provide you with a written response. Your supervisor may ask you to meet prior to the issuance of the written response.

If your grievance concerns an action by your supervisor (including, but not limited to,

termination), you should initiate the grievance procedure at Step 2 by filing your written grievance and requested solution with the Sr. Vice President/CFO within 30 calendar days of the event giving rise to the grievance.

If your grievance concerns an action by the Executive Director/CEO/CEO, you should initiate the grievance procedure at Step 3 by filing your written grievance with the Executive Committee. Upon request, the Sr. Vice President/CFO will inform an employee of the particular member of the Executive Committee to whom the written grievance should be submitted.

If the employee wishes, the employee may, before filing a grievance, go to the Sr. Vice President/CFO in an effort to have the problem resolved. The employee should approach Sr. Vice President/CFO to discuss the problem before the expiration of the 30-day period in which a written grievance must be submitted. If the employee is not satisfied with the resolution proposed by Sr. Vice President/CFO, the employee should still initiate the formal grievance procedure by submitting a written grievance to the employee's supervisor, with a copy to Sr. Vice President/CFO, before the 30 day period from the event giving rise to the grievance is over. However, if the grievance concerns an action by the employee's supervisor (including, but not limited to, termination) the employee should initiate the grievance procedure at Step 2 by submitting the written grievance to the Sr. Vice President/CFO, before the 30 period from the event giving rise to the grievance is over.

Step 2
If the matter is not resolved in a timely or satisfactory fashion by your supervisor, you should submit your written grievance and proposed solution to the Sr. Vice President/CFO within 7 calendar days of the date you received or should have received your supervisor's reply. If the grievance involves the Sr. Vice President/CFO, you should submit your written grievance and proposed solution to the Executive Director/CEO. Within 7 calendar days, or as soon thereafter as practicable, the Director or Finance and Administration (or the Executive Director/CEO) will provide you with a written response. The Sr. Vice President/CFO (or the Executive Director/CEO) may ask you to meet with him or her prior to the issuance of the written response.

Step 3
If the matter is not resolved in a timely or satisfactory fashion by the Sr. Vice President/CFO or the Executive Director/CEO, you should submit your written grievance and requested solution to the Executive Committee of the Board of Directors within 7 calendar days of the date you received or should have received the Sr. Vice President/CFO or Executive Director/CEO's reply. If your grievance concerns an action by the Executive Director/CEO, you should submit your written grievance to the Executive Committee within 30 days of when the event giving rise to the grievance occurred.

Upon request, the Sr. Vice President/CFO will inform an employee of the particular member of the Executive Committee to whom the written grievance should be submitted. Within 7 calendar days, or as soon thereafter as practicable, the Executive Committee will schedule a date on which you will meet with a representative. The meeting shall take place within 14 calendar days of the date on which the written grievance was received by the Executive Committee representative, or as soon thereafter as practicable. Within 10 calendar days of the meeting, or as soon thereafter as practicable, the Executive Committee of the Board of Directors will provide you with a written response.

The decision of the Executive Committee is final and binding on all parties, except to the extent that a grievance is arbitrable.

Arbitration Procedures

Arbitrable disputes are those that

(1) had been timely initiated and processed through the Association's grievance procedure (if the applicable statute of limitations provides a longer period of time in which to initiate a claim, the grievance will be considered timely if the employee initiates the grievance and arbitration procedure within the period of time allowed by that statute of limitations and, thereafter, follows the steps of the procedure in a timely manner),

(2) were not resolved to the employee's satisfaction through the Association's grievance procedure, and

(3) arose out of or are related to a claim of employment discrimination (including discrimination or sexual harassment) or termination of employment, including claims of constructive discharge.

Arbitration shall be the exclusive remedy for resolving any such arbitrable disputes, and the decision of the arbitrator will be final and binding on all parties.

Arbitrations held pursuant to this procedure shall, to the extent not inconsistent with this procedure, be governed by the Judicial Arbitration and Mediation Services ("JAMS") Arbitration Rules and Procedures for Employment Disputes in effect at the time. (In the event of a conflict between this procedure and the JAMS rules, this procedure shall apply.) The JAMS rules are kept on file with the Sr. Vice President/CFO and the employee will be given a copy upon request. An action to compel arbitration pursuant to this procedure or to confirm/vacate an arbitration award shall be brought pursuant to Sections 1280 et seq. of the California Code of Civil Procedure.

The rights of the parties under this procedure are the same as those available to them in a court of competent jurisdiction except to the extent that those rights are contrary to specific provisions of this procedure.

- Initiating Arbitration

  Arbitration is initiated by giving written notice of the intention to arbitrate within 15 calendar days of receipt of Executive Committee's written decision. A failure to file the notice within the 15-day time period shall constitute a waiver of the right to remedy the dispute in any forum.

  The notice of intent to arbitrate must contain a description of the dispute and the remedy sought. This notice shall be hand delivered or sent by registered or certified mail to Sr. Vice President/CFO with a copy to the Los Angeles office of JAMS. The notice is deemed filed on the date received by the Sr. Vice President/CFO. If your grievance involves an action by the Director of Administration and Finance, the notice of intent to

arbitrate should be hand delivered or sent by registered certified mail to the Executive Director/CEO.

- Selecting the Arbitrator
  The arbitrator shall be chosen within 21 days of receipt of the written notice of intent to arbitrate. The parties should attempt to agree on any retired judge affiliated with JAMS to serve as the arbitrator. If the parties are unable to agree, JAMS will provide a list of three available retired judges. The employee shall strike one name, then the Association shall strike one name, and the remaining judge will serve as the arbitrator.

- Arbitrator's Fees
  The parties shall split the arbitrator's fees. Five calendar days prior to the arbitration hearing, the parties shall each advance one-half of the arbitrator's estimated fee. However, either prior to the hearing, or as part of the arbitrator's decision, the arbitrator may reallocate the fee in the event that it is determined that such is required in the interest of justice.

- Scope of Arbitrator's Authority
  The arbitrator shall not have the authority to amend, modify, or delete any provision of this agreement or of the Association's policies.

  The arbitrator shall have the authority to award only such remedies as could be awarded by a court under the applicable substantive law.

- Conducting Discovery
  Arbitration is intended to provide a less time-consuming, less expensive, and less complicated means of settling employment-related disputes. Therefore, discovery will be allowed only to the extent that it is necessary and appropriate, as determined by the arbitrator. However, under no circumstances will discovery be permitted that is broader than that which is allowed by the California Rules of Civil Procedure.

  The arbitrator may issue subpoenas to compel the testimony of third party witnesses or the production of documents. At a minimum, each party shall have the right to take one deposition.

- Representation by Legal Counsel
  The presumption is that each party will be self-represented. However, the employee shall be permitted to be represented at the arbitration hearing by either an attorney or another Company employee. If the employee chooses to be represented by legal counsel, the employee must provide the employer with written notice of this intention within 15 days after the request to arbitrate has been submitted. The employer will only be represented by an attorney if the employee is represented by an attorney.

- The Hearing
  The arbitrator may order the parties to submit pre- and/or post-hearing briefs.

  Any and all testimony taken at the hearing before the arbitrator shall be under oath.

  A party shall have the right to have a written transcript of the proceedings at that party's

own expense.

- Arbitrator's Decision
  The arbitrator shall issue a written decision within 21 days of the later of the conclusion of the hearing or, where applicable, the receipt of briefs. This decision shall be final and binding on the parties. Therefore, neither party may initiate a lawsuit or administrative proceeding that in any way relates to the dispute. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction.

In the event that any paragraph, or provision within a paragraph, of this grievance and arbitration procedure is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining paragraphs, or provisions within a paragraph, all of which shall remain in full force and effect.

MISCELLANEOUS

Appropriate Appearance

At all times, NPA staff is expected to appear neat, businesslike, professional and appropriate. Employees must keep their person and clothing clean and well-groomed at all times. All clothing should be neat, appropriate, safe, well-fitted and conservative in design. Extreme fashions and fads are unacceptable.

General Rules for Appearance:
The standard for men is a button-up shirt with a collar and slacks. Shoes and socks must be worn at all times. The standard for women is a dress, skirt, or coordinated slacks and blouse.

The following is not permitted:
Jeans, T-shirts, beach wear, shorts, sweat suits, leotards, extreme fashions, clothing that exposes the midriff, and strapless tops, jogging suits, clothing that is wrinkled or torn, clothing that is revealing or detracts from a business atmosphere, low-cut tops, excessively tight or short items, or sandals.

Occasionally management will require staff to dress in business attire (slacks, tie, jacket, business suits). Management will give notice of any day for which business attire will be required. Management may also occasionally request employees to dress in more rugged casual attire (jeans & T-shirts) when certain tasks need to be performed around the office.
Any questions regarding the appropriateness of any attire should be referred to the Sr. Vice President/CFO

No Smoking

NPA is committed to providing a healthy and safe workplace. In keeping with this

commitment, smoking is strictly prohibited in any office building or enclosed premises of the Association, including lounges and restrooms, or in any Association vehicle.

Solicitation

You may engage in solicitation on Association premises only during your non-working time and the non-working time of the person being solicited, such as during meal periods, breaks or before or after working hours. This rule includes solicitations for parties, showers, or charities.

Telephone Calls

Heavy demands are made on our telephone facilities. Accordingly, personal use of the Association telephones during work hours should be limited. Excessive personal use of Association telephones during work hours may lead to discipline, up to and including termination. Absent permission from the Sr. Vice President/CFO, it is strictly forbidden to arrive at work prior to authorized work hours or stay after authorized work hours to use the Association telephones for personal use.

Termination Procedures

Voluntary Termination
An employee is considered to have voluntarily terminated his or her employment with NPA when the employee:

- Resigns from NPA;
- Fails to return from vacation or from an approved leave of absence; or
- Fails to report to work without notice to NPA for three consecutive work days.

Employees who elect to resign are asked, but not required, to provide NPA with two weeks' notice prior to their final day of work.

Involuntary Termination
Consistent with the "at-will" employment policy, NPA may terminate any employee's relationship without cause and for no reason. NPA may also initiate termination for specific reasons, including but not limited to, poor employee work performance, job elimination, budgetary restrictions, organizational restructuring or down-sizing and employee discipline. However, no one may terminate another employee without the permission of the Executive Director/CEO. The Executive Director/CEO will make the final decision as to whether termination is appropriate and will direct and coordinate the employment termination procedure.

Procedure upon Termination
On or before the final day of employment, the employee must return all keys and all other Association property, including but not limited to, portable computers, this handbook, cellular

telephones, company credit cards or calling cards, and access cards, to the Sr. Vice President/CFO.

Pay Upon Separation
The employee will pick up his or her final payroll check from the Sr. Vice President/CFO at the time of the exit interview. The final check will include all earned pay, any expenses due the employee and compensation for unused earned vacation.

Personal Property

NPA does not assume responsibility for the loss or theft of personal belongings. If there is a loss, please report it to the Sr. Vice President/CFO.

Personnel File

Employees have the right to inspect or copy their personnel file, upon request, at a mutually convenient time. Please contact the Sr. Vice President/CFO to make arrangements to review your file during working hours.

Business and Travel Expenses

NPA shall pay or reimburse employees for any ordinary and necessary business expense, other than those deemed to be extravagant, under the guidelines set forth below. This policy was adopted for the effective administration and control of travel and related expenses. RECEIPTS MUST BE OBTAINED AND SUBMITTED FOR ALL BUSINESS AND TRAVEL EXPENSES.

It is recognized that, for some employees, travel and entertainment expenses are incurred in order to further business objectives. NPA's policy regarding travel related and entertainment expenses is to reimburse employees for incurred expenses that are deemed to be ordinary and necessary business related costs. An employee traveling on NPA business is expected to exercise the same care in incurring expenses as a prudent person traveling for personal reasons. Unless pre-approved by your supervisor, which should only be in specified in circumstances, business air travel should be coach class. Excess travel expense is an unnecessary drain on NPA funds.
Generally, expenses for spouses on business trips are not paid by NPA. Any exceptions to this policy (such as a spouse being required at a business meeting) must be expressly approved in advance by the President, CEO, or CFO.

An advance to cover anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed. Requests for advances must be made two weeks in advance of the planned travel to allow sufficient time for the payment to be processed.

Employees may be given NPA credit cards to pay for business travel expenses. Such credit cards

shall ONLY be used for business expenses. Use of NPA credit cards does NOT relieve the employee of the requirement that receipts must be turned in to back up expense charges.

Travel Authorization

ALL TRAVEL MUST BE PROPERLY AUTHORIZED IN ADVANCE BY THE CEO OR CFO. The request should be made, when practical, at least fourteen days in advance to provide adequate time for obtaining travel reservations and lowest priced fares. If travel plans change and require a new ticket, approval will need to be requested and obtained again if the cities visited change or the fare increases.

Air Travel

- Class of Travel: Domestic travel is defined as U.S., Canada and Mexico. For domestic travel, employees are to travel coach or the lowest applicable fare on a flight within two hours of the desired arrival and departure times. Substantial savings are often available when flights are booked far enough in advance to qualify for special fares.
- Memberships: Dues and/or initiation fees for airline clubs or mileage programs are only reimbursable for employees at the Vice President level or above who travel for business twenty or more days per year.
- Unused Ticket/Cancellations: UNUSED AIRLINE TICKETS ARE TO BE RETURNED TO THE SR. VICE PRESIDENT/CFO. A note must be made on the expense report indicating which coupons were returned for credit.
- Expense Reporting: The original ticket coupon must be attached to each expense report.

Ground Transportation

Rental cars are not to be used unless the cost is less than that of other available transportation, such as taxi or airport limousine. When a rental car is needed, the lowest price car rental should be utilized, and the class of car should be appropriate to the purpose. Many hotels offer complimentary shuttle service from the airport to the hotel.

Employees who are using personal cars on NPA business will be reimbursed for their actual miles driven for business in accordance with IRS guidelines.

NPA will reimburse employees for reasonable airport parking expenses. Where the cost of parking would exceed the costs of an alternative means of transportation to and from the airport, NPA will reimburse employees for the alternative means of transportation.

Local transportation will only be paid or reimbursed if for transportation to or from NPA business meetings away from the employee's primary office location. Commuting costs will only be paid or reimbursed if in accordance with IRS rules governing qualified public transportation. If a personal vehicle is used for business travel NPA will reimburse for such cost based on the published IRS standard mileage rate in effect at the time of travel.

Lodging

NPA will pay actual room rental costs supported by the hotel bill for each day that lodging away from home is required for business reasons. When NPA has a contract with a hotel and/or a room block, advance authorization of the Sr. VP/CFO or CEO is necessary to stay at a different hotel. Charges other than actual room cost and reasonable room service (in room movies, health clubs, etc.) will not be reimbursed.

Personal Meals

NPA will reimburse employees for meals (including all associated costs for taxes, tips and beverages) subject to a $50 day per diem limit while the employee is away from home for an overnight period on NPA business.

Business Meals/Entertainment

- Business Meals: Business meals involving only NPA employees will not be reimbursed except in unusual circumstances such as where a time limit or the nature and sensitivity of the matters to be discussed make a luncheon or dinner clearly in the best interest of the NPA. Such business luncheons or dinners should, if possible, take place at a club or restaurant which is conducive to a business discussion. All meals should be documented on the expense report and indicate the individuals present and titles, business affiliation, location, date and business purpose of the meeting. These are the minimum requirements of the IRS.

- Entertainment: Reasonable entertainment expenses may be reimbursed if they are directly related to the active conduct of NPA's business when directly preceding or following a business discussion, or are necessary to accomplish some useful purpose connected with NPA's business. Entertainment of other employees is not reimbursable unless incurred under circumstances which obviously make the expenditure necessary and in NPA's interest. The IRS requires that specific details showing names of guests and employees entertained, cost, date and place, business purpose, and the business relationship be recorded on the expense report.

BUSINESS MEALS AND ENTERTAINMENT MUST BE APPROVED IN ADVANCE BY THE SR. VICE PRESIDENT/CFO OR CEO.

Telephone/Internet/Miscellaneous

- Telephone: All necessary business calls are reimbursable, including those made on cellular phones. Personal telephone/fax expenses of a reasonable degree are reimbursable while traveling on NPA business. Calls from airplanes should be avoided except in an emergency.
- Internet: Employees issued laptops may be reimbursed for daily Internet service at their hotel. No other Internet access will be reimbursed without prior approval.
- Laundry: Laundry/dry cleaning and pressing expenses will not be reimbursed, except in unusual circumstances.
- Other Expenses: NPA may reimburse employees for other reasonable and justified expenses necessary for the conduct of business.
- Non-allowable Expenses: There are certain types of expenses which are considered to be truly of a personal nature and are non-allowable. The following list is not intended to be all-inclusive, but to show examples of such non-reimbursable expenses:
    - Air travel insurance and other personal insurance
    - Barber, manicurist, masseur
    - Briefcases or other items for personal use
    - Miscellaneous entertainment expenses (such as airline headsets, movies and sporting events) of the employee while traveling unless incurred providing reimbursable entertainment for clients or others
    - Personal reading material

- Repairs, maintenance or other insurance on personal cars
- Theater or other personal amusements
- Traffic fines and court costs
- Unauthorized club or other membership dues or fees

Business Days v. Personal Days While Traveling:
Employees are expected to travel to events on the day those events begin and to travel home on the day the event concludes when schedules allow. Employees are not expected to depart before 7:00 a.m. or arrive at their destination after 10:00 p.m. When schedules do not allow sufficient time to travel on the first or last day of an event it is expected that the employee will arrive the day before the event begins and depart the day after the event concludes. If an employee opts to extend their trip by arriving earlier or staying later the extra day will be considered a personal day. All costs associated with personal days are considered personal in nature (hotel, meals, etc.) and are the responsibility of the employee and will not be reimbursed.

Accident/Personal Use of NPA Vehicles
Employees who are involved in an accident while traveling on business must promptly report the accident to their immediate supervisor. Vehicles owned, leased or rented by NPA may not be used for personal use without prior approval.

Expense Reporting
Upon return from a trip, all expenses should be reported promptly (and no more than 30 days following the conclusion of travel) and accurately, with all required documentation on a NPA Expense Report. Proper documentation and original receipts for travel and entertainment expenses are not only required for expense review and approval by the NPA, but also to support the deduction for both financial statement and income tax purposes. Non-travel related expenses must be submitted no later than 15 days after the expenses were incurred and should follow the same approval process as described for travel. All expenses, whether paid for by the employee or paid with a company credit card, must be included and accounted for on the expense report.

Expense Reports completed accurately, fully supported and timely filed (within 30 days) will generally be processed within one week of receipt by the Sr. Vice President/CFO. Expense Reports which do not meet the above guidelines will be returned unprocessed, with explanation, to the appropriate individual. If you have any doubts as to the proper completion of the expense report, please call the Sr. Vice President/CFO for assistance before filing the report. This will ensure that you receive your reimbursement as quickly as possible.

ABUSE OF THIS BUSINESS TRAVEL EXPENSE POLICY, INCLUDING BUT NOT LIMITED TO FALSIFICATION OF EXPENSE REPORTS TO REFLECT COSTS NOT INCURRED BY THE EMPLOYEE AND/OR FAILURE TO PROPERLY ACCOUNT FOR CHARGES ON THE ASSOCIATION'S CREDIT ACCOUNTS, CAN BE GROUNDS FOR DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

RECEIPTS ARE REQUIRED FOR ALL EXPENSES PAID FOR, OR REIMBURSED BY, NPA.

Approvals
With the exception of the Executive Director and Chief Financial Officer, all expense reports

must be approved by the Chief Financial Officer. The Chief Financial Officer must submit his/her expense report to the Executive Director for approval. The Executive Director will submit his/her expense reports to the Chief Financial Officer, who will provide a copy to the President and seek approval prior to acceptance and/or reimbursement.

Employment References

It is the policy of NPA to only provide dates of employment and positions held to any prospective employer requesting an employment reference. Employees should not provide any information themselves but should direct any reference inquiries regarding past or current employees to the Sr. Vice President/CFO.

Conclusion

If you have any questions about any policy, benefit, rule or regulation in this handbook, or about employment concerns that are not covered in this handbook, please ask the Sr. Vice President/CFO.

Attachment 1

MAKE-UP TIME REQUEST

I hereby request the opportunity to miss _____ hours of work on _____, 200__ because of personal obligations and to make up those missed hours at straight-time pay during the same workweek. I would like to make up the time on _____ (specify day). I understand that my employer can grant or deny this request and, if it is granted, that I may not exceed 11 hours of work in one day or 40 hours of work in the workweek when the make-up time included.

I certify that I have read this request, that the information it contains is fully accurate, that my employer had not encouraged or solicited me to take personal time off and make up the missed time, and that I am signing and submitting this request on a free and entirely voluntary basis.

_____	_____	_____
Date	Employee's Name (Typed or Printed)	Employee's Signature

Approved by the Employer

_____	_____
Date	Signature of Authorized Representative of Employer

Attachment 2

EMPLOYEE RECEIPT AND ACKNOWLEDGMENT
OF HANDBOOK

I, _____ (employee's printed name) hereby acknowledge receipt of NPA's personnel handbook and agree that I will immediately become familiar with the handbook.

I understand that I am employed on an at-will basis and that my employment may be terminated at any time, either by me or by NPA, with or without cause and with or without prior notice.

I understand that, with the exception of the policy of at-will employment, NPA may change, rescind or add to any policies, benefits, or practices described in the personnel handbook from time to time in its sole and absolute discretion with or without prior notice. I further understand that this handbook does not constitute a contract of employment between me and NPA.

I also understand that no employee or representative of NPA is authorized to enter into any agreement of employment for any specified period of time or to make any agreement contrary to the provisions contained in this handbook or in any other NPA policy, unless the person has a specific written authorization signed by the Executive Director/CEO of NPA.

I further understand that in the event that I am dissatisfied or disagree with any action or failure to act by NPA or its agents, I agree to submit the matter to NPA's Grievance and Arbitration Procedures, which are contained in the Handbook, for final and binding arbitration.

I will return this handbook to NPA upon the termination of my employment with NPA.

Signed: _____

Date: _____

cc: Personnel File

Attachment 3

RETURN TO WORK PROGRAM

Policy:

Natural Products Association is committed to returning injured employees to modified or alternative work as soon after an injury as possible. Early return to work will be facilitated by temporarily modifying the employee's job or providing the employee with an alternative position. The economic and production requirements of the company, the employee's medical condition, and the physical limitations or restrictions described by the attending physician will be considered as a priority when identifying the modified/alternative position.

Purpose:

This program is intended to provide our employees with an opportunity to continue as valuable members of our team while recovering from a work related injury. We want to minimize any adverse effects of an ongoing disability on our employees. This program is intended to promote speedy recoveries, while keeping the employees' work patterns and income consistent. At the same time, we benefit from having our employees providing a service and contributing to the overall productivity of our business.

Scope:

This program applies to ALL employees of Natural Products Association.

Responsibilities:

Company

All injuries and the duration of the disability will be handled by the Senior Vice President/Chief Financial Officer.

Brent Weickert will act as a liaison between Natural Products Association, the injured worker, the attending physician and State Compensation Insurance Fund.

The Senior Vice President/Chief Financial Officer will make sure the appropriate paperwork and forms have been properly handled and submitted to the appropriate parties.

The Senior Vice President/Chief Financial Officer will monitor the modified/alternative work and gather any additional information that may be needed to properly handle the return to work efforts.

ALL SUPERVISORS/MANAGERS

In the event of an injury, the supervisor/manager will make sure that our employee receives first aid, or appropriate medical treatment at our designated medical clinic. *If possible, the supervisor/manager will accompany the employee to the medical clinic.* The attending physician shall be notified on the first visit that Natural Products

Association has a return to work program and that modified/alternative work will be provided. The supervisor/manager will work closely with the Senior Vice President/Chief Financial Officer to coordinate the return to work efforts and will be responsible for introducing the employee back into the workplace in the modified/alternative position.

Supervisor/manager will make sure that the injured employee receives necessary assistance from co-workers and that *the employee does NOT work outside of his/her restrictions.* Monitoring for transition into full duty work will be the supervisors/managers responsibility.

EMPLOYEES

If an injury occurs on the job, the employee is required to report it to their supervisor or manager immediately. If the injury requires more attention than first aid, the employee must proceed to our selected provider for occupational injury, Optimum Medical Clinic. If available, an employer representative will accompany the employee to the medical clinic.

Together with the physician, the employee's physical restrictions and limitations shall be discussed. All employees are expected to return to the worksite the very SAME day to report the physician's findings and to discuss modified or alternative work. This will enable all parties to be kept abreast of the employee's condition. Employees that have an injury shall report to the worksite after each doctor's visit to discuss his/her recovery.

Once an employee has returned to work, it is his/her responsibility to work within the physical limitations that the physician has given. The employee shall perform only those duties that are assigned to him/her. An employee shall immediately notify his/her supervisor of any difficulty in performing the duties. The employee must also notify his/her supervisor in advance of any medical appointments (time off will be allowed for industrial appointments). The employee shall keep his/her supervisor/manager informed of the recovery process and the ability to perform modified/alternative work.

EVERYONE

Everyone involved in this process should take the time to ask or address questions. Unasked questions can lead to confusion. Natural Products Association is committed to promoting in the best possible way a full recovery for any of our industrially injured employees.

Natural Products Association, along with State Compensation Insurance Fund are available to answer any question that may arise.

Signature_____

Title _____

Date _____

NPA EXHIBIT 9
Page 1

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

staff@mkslocpa.com
RE: Statement from Rancho Salinas Unincorpor... Oct 1

info@pasoroblesha.org
David Cooke Sep 30

Debbie Mellinger
Re: Leslie's move date Sep 30

Syndee Greenwood
Fw: ATM Receipt: Your Withdrawal on 09/30/2... Sep 30

Ben Henderson
Re: Phone call Wednesday, September 30 Sep 29

Ben Henderson
Re: Phone call Wednesday, September 30 Sep 29

Ben Henderson
Re: Phone call Wednesday, September 30 Sep 29

dorkqueen55@hotmail.com
Re: Board Mtg Sep 28

Syndee Greenwood
Fwd: Leslie's situation Sep 25

Syndee Greenwood
Re: FYI- Our flu shot should be free.... I didn't ... Sep 25

dorkqueen55@hotmail.com
RE: Cell phone

Brent Weickert
to Ben Henderson

Tue, Sep 29 4:50 PM

Re: Phone call Wednesday, September 30

Yes I am available to talk. I will keep my cell nearby.

Sent from mobile device

On Sep 29, 2015, at 3:39 PM, Ben Henderson <misternatural@bellsouth.net> wrote:

> On the FYI 1. Somehow that doesn't surprise me. I think he sees the handwriting on the wall. I know I do. If a vote were to be held today, I KNOW there are 11 board members who'd vote to terminate. Our next step (for this call) is to envision a transition.
>
> I do want to talk to you before you leave. Will you be available later this afternoon? I'll have some time after 8 EST.
>
> On the FY2. Glad you are taking time. I hope you're going someplace where you can get away from all this.

Ben Henderson, Co-Owner and General Manager

Bare Essentials Natural Market
Healthy Products. Local Roots. Fair Prices.

A healthier planet through a healthier community.

279 Boone Heights Drive
Boone, NC 28607
828-262-5592

On Tue, Sep 29, 2015 at 4:08 PM, Brent Weickert <bweickert@sbcglobal.net> wrote:

Sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

1

Check settings

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staff@mkslocpa.com
RE: Statement from Rancho Salinas Unincorpor... Oct 1

info@pasoroblesha.org
David Cooke Sep 30

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dorkqueen55@hotmail.com
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Syndee Greenwood
Fwd: Leslie's situation Sep 25

Syndee Greenwood
Re: FYI- Our flu shot should be free.... I didn't ... Sep 25

dorkqueen55@hotmail.com
RE: Call phone

Brent Weickert
to Ben Henderson

Tue, Sep 29 1:08 PM

Re: Phone call Wednesday, September 30

FYI - Dan just wrote a check to NPA to repay $1,000 for the March-April strip clubs (RAH). As a side note in the board book he reported himself as the highest donor to the PAC - he wrote a check to the PAC for $1,500 - and immediately after the board meeting put a stop payment on the check.

FYI2 - I will be on vacation 10/1-10/11

From: Ben Henderson <misternatural@bellsouth.net>
To: Robert Craven <rcraven@foodstats.com>; Al Powers <al.powers@nowfoods.com>; Carolyn Behrman <naturalchoices@sbcglobal.net>; DONNIE CAFFERY <donnie@goodfoodsgrocery.com>; Angela Blades <angie@fiestanutrition.com>; Frances Drennen (HM) <fsdrennen@gmail.com>; Howard Pollack <howardofrainbow@aol.com>; Claudia David <healthfoodclaudia@gmail.com>; Nicholas Pascoe <nick@bearfoodsmarket.com>; Steve Distefano <steve@strictlyglutenfree.com>
Sent: Tuesday, September 29, 2015 12:04 PM
Subject: Phone call Wednesday, September 30

Good afternoon, friends

I've been able to arrange a phone call for tomorrow from 4-5 pm EST. Please note the time change from the original 3-4 EDT.

Now that Jon has sent two suggested dates, we know what kind of time frame we are working with.

My thought was that the agenda for this meeting would be to:
1. Review Friday's meeting
2. Discuss unanswered questions
3. Come up with strategies for the upcoming ES

About 20 minutes for each topic.

Sbcglo...

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Ken Weickert
People
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All

staff@mkslocpa.com RE: Statement from Rancho Salinas Unincorpor...	Oct 1
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Debbie Mellinger Re: Leslie's move date	Sep 30
Syndee Greenwood Fw: ATM Receipt: Your Withdrawal on 09/30/2...	Sep 30
Ben Henderson Re: Phone call Wednesday, September 30	Sep 29
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Ben Henderson Re: Phone call Wednesday, September 30	Sep 29
dorkqueen55@hotmail.com Re: Board Mtg	Sep 28
Syndee Greenwood Fwd: Leslie's situation	Sep 25
Syndee Greenwood Re: FYI- Our flu shot should be free.... I didn't ...	Sep 25
dorkqueen55@hotmail.com RE: Cell phone	

My thought was that the agenda for this meeting would be to:
1. Review Friday's meeting
2. Discuss unanswered questions
3. Come up with strategies for the upcoming ES

About 20 minutes for each topic.

Of course, I'm flexible...I consider myself an ad hoc facilitator and I'm sure, given the level of intelligence and commitment out there, some one else will have other thoughts...so let's hear 'em.

I do think it's important to keep the call to an hour, so I'll ask you all to try to be on tim, as concise as possible and to focus on the issue at hand.

Please let me know if you'll be able to attend so that we can 'take roll' quickly and jump into a good discussion.

The dial in is:

877-526-1243
pin 8433881#

Thanks for your commitment to the future of NPA.

Ben Henderson, Co-Owner and General Manager

Bare Essentials Natural Market
Healthy Products. Local Roots. Fair Prices.

A healthier planet through a healthier community.

273 Boone Heights Drive
Boone, NC 28607
828-262-5592

Sbcglo...

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Re: Phone call Wednesday, September 30 — Sep 29

dorkqueen55@hotmail.com
Re: Board Mtg — Sep 28

Syndee Greenwood
Fwd: Leslie's situation — Sep 25

Syndee Greenwood
Re: FYI- Our flu shot should be free.... I didn't ... — Sep 25

dorkqueen55@hotmail.com
RE: Cell phone — Sep 23

Ben Henderson
updated list of employees — Sep 23

kraft6939@aol.com
employee stuff — Sep 23

Marcy Kraft
1st attempt to send failed — Sep 23

Marcy Kraft
employees — Sep 23

dorkqueen55@hotmail.com
Re: Letter — Sep 22

dorkqueen55@hotmail.com
Re: Letter — Sep 22

Brent Weickert
to kraft6939@aol.com

Wed, Sep 23 3:22 PM

employee stuff

Staffing	Hired	Term	Notes
Daniel Fabricant	4/21/2014		
Vicki Whitsitt	4/20/1998	4/30/2015	Terminated
Joy Akins	4/20/2005		
Felix Kang	7/1/2014		
Colleen Rood	6/1/2007		
Brent Weickert	9/2/1997		
Lauren Cohen	10/1/2012	5/19/2015	Left due to Dan
Andy O'Hare	2/24/2014	4/24/2014	Term unrelated to Dan
Rhodesia Quander	1/1/2014	4/24/2014	Term unrelated to Dan
Gabrielle Alahouzos	8/27/2012	5/15/2014	Dual issues - alcohol plus Dan harrassment
Billie Dee Tate	7/15/2013	6/14/2014	Term - stated due to "attitude" but paid 3 mo severance in exchange for agreement to keep quite and not sue
Olivia Igbokwe	11/11/2013	6/17/2014	Terminated by Dan - - she filed against us - cost us $25k
Amber Littlejohn	1/1/2014	6/15/2014	Intern - Dan refused to work with her - she would have sued but Daron agreed to help her finish internship so she could graduate
Connie Randolph	5/19/2014	4/30/2015	Terminated by Dan - had worked for me from 11/98 to 2008 and had to quit and move to take care of mother - excellent accounting manager
Devon Powell	6/2/2014	7/18/2014	Left due to Dan

NPA EXHIBIT 9
Page 5

Sbcglo...

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Amber Littlejohn	1/1/2014	6/15/2014	work with her - she would have sued but Daron agreed to help her finish internship so she could graduate
Connie Randolph	5/19/2014	4/30/2015	Terminated by Dan - had worked for me from 11/98 to 2008 and had to quit and move to take care of mother - excellent accounting manager
Devon Powell	6/2/2014	7/18/2014	Left due to Dan
Corey Hilmas	6/16/2014		
Melinda Price	9/8/2014	4/15/2015	Terminated by Dan
Aimee Nichols	9/8/2014	12/19/2014	Left due to Dan
Adam Finney	10/1/2014	8/24/2015	Being harrassed - was terminated
Emily Dowsett	1/21/2015	9/18/2015	Quit due to unpleasant working conditions
Viviane Brett	5/26/2015		Australian with work visa that expires 9/25/15
Lindsay Keysar	8/3/2015		New Admin
Sarah Sushchyk	9/9/2015		new Dir Sci
Mike Kelly	9/23/20015		New Govt Relations

Plus various temps that were asked to leave or left due to environment - these were all from Sept 14 - June 15
George Weber
Marianne DuBois
Stuart Granger
Nicholas Battiste
Wendy Anderson
Molly Auer
Jennifer Rice

Note - only persons left over 40 = Corey (42) and Brent (59)
Non-white employees termianted - Rhodesia, Billie Dee, Olivia, Amber
Gay employee terminated - Billie Dee
Over 40 terminated - Whitsitt, Randolph, and Finney

Sbcglo...

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Drafts

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Sent

All

kraft6939@aol.com
employee stuff — Sep 23

Marcy Kraft
1st attempt to send failed — Sep 23

Brent Weickert
to Ben Henderson

Tue, Sep 22 11:45 AM

connie

Connie made a few minor alterations and can send - when do you want it to go out?

BW

Sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

1

Sent

All

Re: and luck — Sep 21

Ben Henderson
Re: memo regarding repayment — Sep 21

dorkqueen55@hotmail.com
your letter — Sep 21

Ben Henderson
memo regarding repayment — Sep 21

Ben Henderson
Dan says — Sep 21

Sean Sutton
Re: Pacific Symphony — Sep 21

Ben Henderson
email from Roxanne — Sep 21

Christine Toth

Brent Weickert
to dorkqueen55@hotmail.com

Mon, Sep 21 3:23 PM

your letter

1 file attached

Randolph Board Letter
.docx 24.0 KB

Download

Connie,

Ben wants to know if you would be willing to send this out to the board? Thoughts? Note I did make a minor change or two and added the non-disclosure stuff to the first paragraph

BW

Sbcglo...

53

Drafts

Sent 1

Sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

1

Sent

All

kraft6939@aol.com
employee stuff — Sep 23

Marcy Kraft
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Sent

All

dorkqueen55@hotmail.com
Re: Letter — Sep 22

dorkqueen55@hotmail.com
Re: Letter — Sep 22

Ben Henderson
connie — Sep 22

Syndee Greenwood
Fw: Be Praying — Sep 22

dorkqueen55@hotmail.com
Re: One more... — Flag

Ben Henderson
Emily (and Connie) — Sep 22

Syndee Greenwood
RE: 3:15 on Thursday for both pups — Sep 22

Brent Weickert
to Ben Henderson

Tue, Sep 22 11:45 AM

connie

Connie made a few minor alterations and can send - when do you want it to go out?

BW

Brent Weickert
to Ben Henderson

Tue, Sep 22 11:03 AM

Emily (and Connie)

Ben - I spoke with Emily and she stated she did resign - she offered 2 weeks notice but Dan told her not to bother to show up. I reviewed a few matters like final checks etc. I asked her if there was anything she would like to share about her experience working with NPA and gave her my personal mail address. She started sobbing and said she just wanted to put it behind her and said she did not want to talk about it. I told her we respected her wishes and added that if she did want to share anything to please email me. I doubt she will change her mind.

FYI Connie is willing to share her letter with the board. I did not specifically ask her to send it out to the board yet, though. I asked her to review the letter to see is she wanted to alter it in any way.

Brent

Sbcglo...

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Syndee Greenwood
RE: 3:15 on Thursday for both pups — Sep 22

dorkqueen55@hotmail.com
Re: your letter — Sep 22

Brent Weickert
to Ben Henderson

Tue, Sep 22 11:45 AM

connie

Connie made a few minor alterations and can send - when do you want it to go out?

BW

NPA EXHIBIT 9
Page 6

Last updated 14 days ago

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

kraft6939@aol.com employee stuff	Sep 23
Marcy Kraft 1st attempt to send failed	Sep 23
Marcy Kraft employees	Sep 23
dorkqueen55@hotmail.com Re: Letter	Sep 22
dorkqueen55@hotmail.com Re: Letter	Sep 22
Ben Henderson connie	Sep 22
Syndee Greenwood Fw: Be Praying	Sep 22
dorkqueen55@hotmail.com Re: One more...	Sep 22
Ben Henderson Emily (and Connie)	Sep 22
Syndee Greenwood RE: 3:15 on Thursday for both pups	Sep 22
dorkqueen55@hotmail.com Re: your letter	Sep 22

Brent Weickert
to dorkqueen55@hotmail.com

Tue, Sep 22 4:18 PM

Re: Letter

Okay - Ben wants to know if you will send it out to this list:

al.powers@nowfoods.com; angie@fiestanutrition.com; misternatural@bellsouth.net; cbehrman@sbcglobal.net; healthfoodclaudia@gmail.com; dave-sullivan@gnc-hq.com; donnie@goodfoodsgrocery.com; ecmahler@aol.com; fsdrennen@gmail.com; frank.jaksch@chromadex.com; hkamil@nbty.com; howardofrainbow@aol.com; janedrinkwalter@vitamer.com; joe.weiss@vitaminshoppe.com; jfiume@mustardseedmarket.com; mlobo@pmidpi.com; mledoux@nai-online.com; nick@bearfoodsmarket.com; robert@bobsredmill.com; rcraven@foodstate.com; roxanne.green@pccsea.com; info@strictlyglutenfree.com

Should be able to copy and paste into the TO line

From: Connie Randolph <dorkqueen55@hotmail.com>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Tuesday, September 22, 2015 10:57 AM
Subject: Letter

Hope this worked!!!

Brent Weickert <bweickert@sbcglobal.net> Sep 21
to Ben

Ben,

A couple things about Brenner. He stated that he works for the association, not me or Dan or any other employee, which is true. So, in theory he only investigates to see what potential liability the association may have from any reported actions. So you have to look at his investigations, and what he investigated in that light. The only information he had from me was my original letter to Roxanne and the email regarding activities the night the assault took place - and nothing more. He can claim that some of the items are unsubstantiated - at least if he did not speak to the parties involved. Most things in my letter spoke are items that other employees told me about. If he did not speak to the employees involved than in his view they may be unsubstantiated because he did not speak to those involved to substantiate them. And some things aren't substantiated because Dan has not submitted receipts with proper notations as to the who, what, when, where, amount that is required under our P&Ps. As I mentioned before, in my interview with him he spent a lot of time asking me why I thought Dan charging strip clubs to NPA was inappropriate and why what I looking at his charges. His questions seemed to be more of an indictment of me for reviewing the charges than of Dan for making the charges. My questions to him would probably be to identify who limited in scope his investigation was and who he talked to. And for the rest of the board - we need to start showing the scope of all the bad behaviours

Brent

FYI - Apparently Emily's last day with NPA was last Friday (9/18) - no one has said if it is voluntary - she may be willing to talk now

sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

1

Check settings

Sent

All

Ben Henderson
Re: travel — Sep 8

Ben Henderson
Re: did I just dream this — Sep 8

Ben Henderson
Re: that pesky lease — Sep 8

Ben Henderson
Re: you may not believe it — Sep 8

Ben Henderson
Re: question regarding policies of termination/... — Sep 8

Ben Henderson
Re: travel — Sep 8

Ben Henderson
Re: A few more questions — Sep 8

Ben Henderson
Re: A few more questions — Sep 7

Ben Henderson
Re: Devon's resignation letter/email — Sep 7

'plans@tripit.com'
Fwd: Your Reservation Confirmation for Robert'... — Sep 4

Syndee Greenwood
Fwd: ATM Receipt: Your Withdrawal on 09/04/2... — Sep 4

Brent Weickert
to Ben Henderson

Tue, Sep 8 9:40 AM

Re: A few more questions

Ben - Corey upon his hire was initially submitted receipts and then as things starting turning with Dan (early 2015) he suddenly stopped doing so and never replied to my requests. Emily ignored my requested right from the start - but she got her card in about April 2015. I have still not seen any receipts from Viviane. I don't think Adam would be willing to write anything down yet - I don't think he has gotten any severance they offered him and he is unlikely to do anything that he thinks might jeopardize that

BW

From: Ben Henderson <mistematural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Monday, September 7, 2015 4:06 AM
Subject: A few more questions

Good morning, Brent

I hope you are having a good labor day weekend. I don't expect a response today...I suspect you have a life outside NPA!

I may have asked this question before...If so, please excuse me: this is getting a bit complicated. Before the credit cards were taken away, did either Corey or Emily submit travel to you? If not, was this because Dan told them they didn't have to?

One a kind of similar note: I remember Viviane charging over a $1000 at IKEA in recent months. Do you have any idea what that was for? Was nothing ever turned in?

Do you think Adam would be willing to write a letter similar to what Connie wrote? I know he may be still concerned about severance.

Finally, you don't happen to have a copy of Dan's job description, do you?

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

Ben Henderson
Re: you may not believe it — Sep 8

Ben Henderson
Re: question regarding policies of termination/... — Sep 8

Ben Henderson
Re: travel — Sep 8

Ben Henderson
Re: A few more questions — Sep 8

Ben Henderson
Re: A few more questions — Sep 7

Ben Henderson
Re: Devon's resignation letter/email — Sep 7

'plans@tripit.com'
Fwd: Your Reservation Confirmation for Robert'... — Sep 4

Syndee Greenwood
Fwd: ATM Receipt: Your Withdrawal on 09/04/2... — Sep 4

Ben Henderson
some comments — Sep 4

Ben Henderson
finance reports — Sep 3

Ben Henderson

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Sunday, September 6, 2015 12:46 PM
Subject: Devon's resignation letter/email

Hi Brent

I can't find a digital copy...only what I printed out! Can you resend?

Tomorrow I'll put the finishing touches on the document outlining allegations.

Will you be available for a phone conversation some time? I'd like to get the final version out Tuesday.

BTW, we now have 11 confirmed votes to call for an ES. I'm still waiting to confirm a twelfth and there's a possibility of 13 by the end of the week. Many of those will also vote for termination, I believe. Will there be a majority??? Time will tell.

I do need to make sure and get everyone who is NOT at the meeting (ie on the phone) for the likelihood of a technical glitch (planned or accidental) that will keep people from phoning in. May just have to get them on individual/personal speaker phones. Any suggestions here?

Will you be in Baltimore? If so, when will you arrive?

Ben Henderson, Co-Owner and General Manager

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Boone, NC 28607
828-262-5592

Sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

1

Check settings

Sent

All

Georgia Sanders
Re: Hi Brent! Re: Grant and Biz Setup in MA — Aug 31

Syndee Greenwood
Re: Dinner? — Aug 31

Ben Henderson
Re: I know we've talked about this, but — Aug 30

Ben Henderson
Re: here's a good one from the Personnel Han... — Aug 30

Ben Henderson
Re: just a thought — Aug 30

Ben Henderson
Re: the separation agreement with Billie Dee — Aug 30

Ben Henderson
Re: sorry....I'm on a roll!!! — Aug 30

Ben Henderson
Re: RHodiesia and Amber — Aug 30

Ben Henderson
Re: it's raining on my vacation! — Aug 30

ben.benaturalmarket@gmail.com
Re: Adam — Aug 28

Ben Henderson
Adam — Aug 28

Sun, Aug 30 4:28 PM

Brent Weickert
to Ben Henderson

Re: just a thought

I did a search of the Ashley Madison database and neither of the work email addresses show up

---

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Sunday, August 30, 2015 2:16 PM
Subject: just a thought

I don't suppose Dan (or Corey, for that matter), has used his NPA computer or email to access an Ashely Madison account? Isn't that the big scandal going around these days? It would likely be a violation of our personnel policies relating to use of the computer.

Ben Henderson, Co-Owner and General Manager

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Boone, NC 28607
828-262-5592

sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

Re: the separation agreement with Billie Dee — Aug 30

Ben Henderson
Re: sorry....I'm on a roll!!! — Aug 30

Ben Henderson
Re: RHodiesia and Amber — Aug 30

Ben Henderson
Re: it's raining on my vacation! — Aug 30

ben.benaturalmarket@gmail.com
Re: Adam — Aug 28

Ben Henderson
Adam — Aug 28

Melinda Marie Price; dorkqueen55@...
Re: Hi !!! — Aug 28

Syndee Greenwood
Re: Penny? — Aug 27

Syndee Greenwood
Re: www.ocregister.com - view.pdf — Aug 27

Syndee Greenwood
Re: 1 new Chief Financial Officer opportunity i... — Aug 27

Ben Henderson
Adam — Aug 26

Syndee Greenwood

Brent Weickert
to Melinda Marie Price; dorkqueen55@hotmail.com

Fri, Aug 28 11:28 AM

Re: Hi !!!

Melinda,

There are several board members that have seen, heard, and/or experienced Dan's tyranny and while they have statements and testimony from several of us they are looking for any others that are willing to come forward to corroborate treatment under Dan and to show that is it not an isolated event but widespread and normal life for staff. It will not be disseminated but may be referred to in a closed session of the board. You may tell of things you witnessed firsthand that were improper or things that were directed at you. I hope you will contribute but certainly understand if you do not.

Brent

From: Melinda Price <mmprice00@gmail.com>
To: Connie Randolph <dorkqueen55@hotmail.com>; bweickert@sbcglobal.net
Sent: Friday, August 28, 2015 9:00 AM
Subject: Re: Hi !!!

Hi guys,

Not trying to leave you in the lurch, still just thinking it over. Brent, what are you planning on doing with this information?

Best,

Melinda

On Wed, Aug 26, 2015 at 4:27 PM, Connie Randolph ...

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

Re: the separation agreement with Billie Dee — Aug 30

Ben Henderson
Re: sorry....I'm on a roll!!! — Aug 30

Ben Henderson
Re: RHodiesia and Amber — Aug 30

Ben Henderson
Re: it's raining on my vacation! — Aug 30

ben.benaturalmarket@gmail.com
Re: Adam — Aug 28

Ben Henderson
Adam — Aug 28

Melinda Marie Price; dorkqueen55@...
Re: Hi !!! — Aug 28

Syndee Greenwood
Re: Penny? — Aug 27

Syndee Greenwood
Re: www.ocregister.com - view.pdf — Aug 27

Syndee Greenwood
Re: 1 new Chief Financial Officer opportunity i... — Aug 27

Ben Henderson
Adam — Aug 26

Syndee Greenwood

Subject: Re: Hi !!!

Hi guys,

Not trying to leave you in the lurch, still just thinking it over. Brent, what are you planning on doing with this information?

Best,

Melinda

On Wed, Aug 26, 2015 at 4:27 PM, Connie Randolph <dorkqueen55@hotmail.com> wrote:

Melinda,
Hope all is going well with your new job! I am still on unemployment still. Like hanging out but probably look for work soon....
In case you did not get my phone message - Brent is looking for past employees to send him letters or emails regarding their treatment by Daniel. If you feel so inclined he would appreciate it. I wrote a 3 page letter myself.
You can call Brent @ 949-659-1009 or e-mail to bweickert@sbcglobal.net

Connie
480-272-7237

–
Melinda M. Price
614.448.6314
mmprice00@gmail.com

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

Syndee Greenwood
Re: Penny? Aug 27

Syndee Greenwood
Re: www.ocregister.com - view.pdf Aug 27

Syndee Greenwood
Re: 1 new Chief Financial Officer opportunity i... Aug 27

Ben Henderson
Adam Aug 26

Syndee Greenwood
Re: restaurant reservations Aug 26

dorkqueen55@hotmail.com
Re: Letter from Connie Aug 26

Syndee Greenwood
Re: 14 new Chief Financial Officer, CFO opport... Aug 26

dorkqueen55@hotmail.com
Fw: Letter from Connie Aug 26

Ben Henderson
Re: Letter from Connie Aug 26

Ben Henderson
Letter from Connie Aug 26

dorkqueen55@hotmail.com
use this email Aug 25

Brent Weickert
to Ben Henderson

Wed, Aug 26 1:40 PM

Adam

Ben,

Adam doesn't want anyone to know of his termination yet. He says if he talks in anyway to anyone about it then any possible severance will be threatened. I will let you know when it is public knowledge.

Thanks

Brent

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

Syndee Greenwood
Re: Penny? Aug 27

Syndee Greenwood
Re: www.ocregister.com - view.pdf Aug 27

Syndee Greenwood
Re: 1 new Chief Financial Officer opportunity i... Aug 27

Ben Henderson
Adam Aug 26

Syndee Greenwood
Re: restaurant reservations Aug 26

dorkqueen55@hotmail.com
Re: Letter from Connie Aug 26

Syndee Greenwood
Re: 14 new Chief Financial Officer, CFO opport... Aug 26

dorkqueen55@hotmail.com
Fw: Letter from Connie Aug 26

Ben Henderson
Re: Letter from Connie Aug 26

Ben Henderson
Letter from Connie Aug 26

dorkqueen55@hotmail.com
use this email Aug 25

Brent Weickert
to dorkqueen55@hotmail.com

Wed, Aug 26 10:23 AM

Fw: Letter from Connie

Ben asked me to pass along his apologies for your treatment under Dan.

---- Forwarded Message ----
From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Wednesday, August 26, 2015 9:55 AM
Subject: Re: Letter from Connie

I've re-read the letter and would like to send this out to our little group. I assume Connie would be ok with that.

I wonder if you could get similar letters from any other former employees?

And would you please pass along to Connie my personal, sincere apologies for the treatment she received, which NO ONE deserves. Please also assure her that the Board will be informed of the situation and will act accordingly.

Ben Henderson, Co-Owner and General Manager

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828-262-5592

On Wed, Aug 26, 2015 at 12:41 PM, Ben Henderson <misternatural@bellsouth.net>

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
1
Check settings

Sent

All

Syndee Greenwood
Re: Penny? Aug 27

Syndee Greenwood
Re: www.ocregister.com - view.pdf Aug 27

Syndee Greenwood
Re: 1 new Chief Financial Officer opportunity i... Aug 27

Ben Henderson
Adam Aug 26

Syndee Greenwood
Re: restaurant reservations Aug 26

dorkqueen55@hotmail.com
Re: Letter from Connie Aug 26

Syndee Greenwood
Re: 14 new Chief Financial Officer, CFO opport... Aug 26

dorkqueen55@hotmail.com
Fw: Letter from Connie Aug 26

Ben Henderson
Re: Letter from Connie Aug 26

Ben Henderson
Letter from Connie Aug 26

dorkqueen55@hotmail.com
use this email Aug 26

will be informed of the situation and will act accordingly.

Ben Henderson, Co-Owner and General Manager

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On Wed, Aug 26, 2015 at 12:41 PM, Ben Henderson <misternatural@bellsouth.net> wrote:

Good letter! Thanks for sharing, 007. The evidence is mounting.

Ben Henderson, Co-Owner and General Manager

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On Wed, Aug 26, 2015 at 12:26 PM, Brent Weickert <bweickert@sbcglobal.net> wrote:

Ben - further corroboration of what took place and what life is like under Dan's rule

BW (007)

Sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

1

Check settings

Sent

All

Re: 14 new Chief Financial Officer, CFO opport... Aug 26

dorkqueen55@hotmail.com
Fw: Letter from Connie Aug 26

Ben Henderson
Re: Letter from Connie Aug 26

Ben Henderson
Letter from Connie Aug 26

dorkqueen55@hotmail.com
use this email Aug 25

Ben Henderson
Re: the document I'm working on Aug 25

Ben Henderson
Re: more questions about Camelot Aug 24

Ben Henderson
Re: Noticed a charge Aug 24

Ben Henderson
Re: i was just getting ready to ask Aug 24

Ben Henderson
Re: finally a reply from Roxanne regarding ori... Aug 24

Ben Henderson
Re: and speaking of working on it Aug 24

Wed, Aug 26 10:33 AM

Brent Weickert
to Ben Henderson

Re: Letter from Connie

Connie would be fine with passing along the letter as long as it just to board members. She signed a non-disclosure agreement so she cannot divulge any info to outside parties. I will pass on your apologies. And will see if any others would put their experiences on paper - My guess is that they just want this in the past and don't want to stick their heads up.

BW

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Wednesday, August 26, 2015 9:55 AM
Subject: Re: Letter from Connie

I've re-read the letter and would like to send this out to our little group. I assume Connie would be ok with that.

I wonder if you could get similar letters from any other former employees?

And would you please pass along to Connie my personal, sincere apologies for the treatment she received, which NO ONE deserves. Please also assure her that the Board will be informed of the situation and will act accordingly.

Ben Henderson, Co-Owner and General Manager

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Sbcglo...

53

Drafts

Sent 1

Folders

Ken Weickert

People

2

Sent

All

Ben Henderson
Re: Noticed a charge — Aug 24

Ben Henderson
Re: i was just getting ready to ask — Aug 24

Ben Henderson
Re: finally a reply from Roxanne regarding ori... — Aug 24

Ben Henderson
Re: and speaking of working on it — Aug 24

Ben Henderson
Adam — Aug 24

Ben Henderson
finally a reply from Roxanne regarding origina... — Aug 24

Ben Henderson
Re: I'll call, but while I'm thinking of it — Aug 22

'plans@tripit.com'
Fw: Cruise Planner Summary — Aug 20

Ben Henderson
Re: Fw: Good morning, 007 — Aug 19

Christine Toth
Re: Milano Restaurants International - CFO Po... — Aug 19

Marcy Kraft

Brent Weickert
to Ben Henderson

Sat, Aug 22 9:56 AM

Re: I'll call, but while I'm thinking of it

Rebellion is also a restaurant - but my understanding is that Dan et al usually go over and sit at their outdoor upstairs patio and have drinks - and occasionally may order appetizers. Adam and I have not heard this from other staff but we have heard from prior employees that they were told not to communicate with certain employees - with Adam it is more obvious that this is the pattern because he is right there and they go out of their way to avoid him. The attorney did not ask me about the assault but did go over the incident with Adam.

FYI - the executive committee met yesterday and they discussed the retail dues increase and Mark still wants to present his current version of the budget but they understand that all the retailers are against such a large increase and they are planning on acquiescing to a lower retail dues amount - but using this as a means of gathering support for changing the bylaws to open up retail membership to big box and internet AND possible changing the bylaws so that board representation is not evenly split between retail and supply... And one focus on the budget should be the $ earmarked for the foundation - without any sort of plan that anyone has seen.

BW
PS and as just mentioned - not following procedures on the awards program and selecting its winners

---

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Saturday, August 22, 2015 6:00 AM
Subject: I'll call, but while I'm thinking of it

Some more questions:

Is Rebellion a bar only...or do they have a restaurant?

You and Adam have said that Dan has told staff not to communicate with you. Have you been told that by other staff, or do you know that because he avoids (communicate)?

Last updated 14 days ago

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Ben Henderson
Re: Noticed a charge — Aug 24

Ben Henderson
Re: i was just getting ready to ask — Aug 24

Ben Henderson
Re: finally a reply from Roxanne regarding ori... — Aug 24

Ben Henderson
Re: and speaking of working on it — Aug 24

Ben Henderson
Adam — Aug 24

Ben Henderson
finally a reply from Roxanne regarding origina... — Aug 24

Ben Henderson
Re: I'll call, but while I'm thinking of it — Aug 22

'plans@tripit.com'
Fw: Cruise Planner Summary — Aug 20

Ben Henderson
Re: Fw: Good morning, 007 — Aug 19

Christine Toth
Re: Milano Restaurants International - CFO Po... — Aug 19

Marcy Kraft

the foundation - without any sort of plan that anyone has seen.

BW
PS and as just mentioned - not following procedures on the awards program and selecting its winners

---

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Saturday, August 22, 2015 6:00 AM
Subject: I'll call, but while I'm thinking of it

Some more questions:

Is Rebellion a bar only...or do they have a restaurant?

You and Adam have said that Dan has told staff not to communicate with you. Have you been told that by other staff, or do you know that because no one does (communicate)?

When the Sidley attorney interviewed you, were any questions asked about the sexual assault?

My notes last night say "Olivia Settlement" so I'm sure it was a great idea (ha ha), but now I can't think what it was. Hopefully will remember by the time we talk.

No need to reply to this email, just wanted to give you a heads up on the questions.

Ben Henderson, Co-Owner and General Manager

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Sbcglo...

53
Drafts
Sent 1
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Ken Weickert
People
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Sent

All

'plans@tripit.com'
Fw: Cruise Planner Summary — Aug 20

Ben Henderson
Re: Fw: Good morning, 007 — Aug 19

Christine Toth
Re: Milano Restaurants International - CFO Po... — Aug 19

Marcy Kraft
reply to text — Aug 19

Christine Toth
Re: Milano Restaurants International - CFO Po... — Aug 19

Ben Henderson
Re: Fwd: Dan's Evaluation — Aug 19

Ben Henderson
Re: Fw: Good morning, 007 — Aug 19

Ben Henderson
Fw: Good morning, 007 — Aug 19

Ben Henderson
Re: budget — Aug 17

Syndee Greenwood
Fw: Bank of America Alert: ATM Transaction — Aug 15

hrdept@sunkistgrowers.com
Job Code VPCFO/S.C - 15016 — Aug 14

On Wed, Aug 19, 2015 at 11:10 AM, Brent Weickert <bweickert@sbcglobal.net> wrote:
All going well here. There are fires in the county by there are about 20 miles away so not threatened at all. Olivia did receive $50,000 (minus her attorney's share). No COBRA premiums were paid. I doubt that the EC saw the letter but I don't know for certain.

No, on having anything about Daron - I was told this verbally by Daron and because of relationship with Sidley I doubt we could get any official confirmation. We continued to pay Sidely for their services, and in theory, others were picking up in Daron's absence (such as Bill McConagha).

I do not believe there has been a supply council meeting - they don't usually meet except at the board meetings or when they have nominations to consider. FYI - I let Dan know about nominations but I haven't seen any notice go out to members. And you should get your nominations in - nominations don't close until 9/30 so you can do this at Baltimore.

I included a couple PDFs of recent emails regarding expenses. The EC acts like it wants to crack down but I think Roxanne is afraid to confront Dan and certainly leaving me hanging out there. Dan still references the Olivia matter as it bring ME that cost the association by investigating and making a recommendation to the EC NOT him and his bad behavior and his demand that nothing be give her above what he thought was appropriate...

James Bond

—— Forwarded Message ——
From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Wednesday, August 19, 2015 7:23 AM
Subject: Good morning, 007

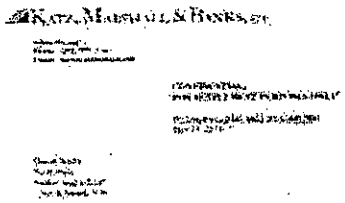
I hope you are doing well. We've been hearing about all the fires in CA. Have any affected you?

Brent Weickert <bweickert@sbcglobal.net> Jul 27

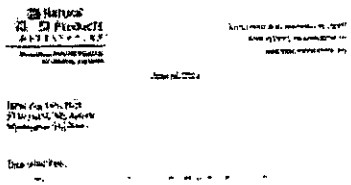
to Ben

Ben - here is the complaint re Olivia Igbokwe and the Tate severance agreement. FYI - the severance agreement was prepared by Sidley a few years back and was used occasionally as deemed appropriate to prevent post-employment issues but for never more an a couple week to a month tops.

2 Attachments



140714 Ltr to Wat...



Billie Dee Tate Ph...

sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Syndee Greenwood
Re: Vet- Mollee at 3:15 this Wednesday 7-29 — Jul 27

Ben Henderson
Re: got the charge info — Jul 27

Ben Henderson
Re: continuing to build the case — Jul 27

dorkqueen55@hotmail.com
Re: letter — Jul 26

dorkqueen55@hotmail.com
letter — Jul 24

Ben Henderson
Re: good morning — Jul 23

Ben Henderson
Re: Good talking with you — Jul 21

Ben Henderson
Re: Good talking with you — Jul 20

Ben Henderson
Re: Good talking with you — Jul 20

nparrish@csacfinancecorp.org
Executive Vice President — Jul 17

Syndee Greenwood

Brent Weickert
to dorkqueen55@hotmail.com

Sun, Jul 26 6:16 AM

Re: letter

how about this:
To: Employment Development Department

Connie Randolph worked for Natural Products Association on a full time basis as our Accounting and Office Manager from May 16, 2014 until her employment was terminated on April 30, 2015. Prior to that, she had worked for us from October 30, 1997 until September 28, 2007 in the same capacity until she had to leave our employ to help provide care for her aged mother who lived out of state. In between those full time employment dates she worked for us on a part-time temporary basis on occasion to help with special accounting/bookkeeping tasks. She worked directly for me during her employment with Natural Products Association.

During her last period of employment with us (May 2014-April 2015) she was asked to provide some personal assistant duties to our Executive Director, Daniel Fabricant, Ph.D. For whatever reason, the Executive Director did not think Ms. Randolph provided adequate assistance for him, even though he approved her rehire with NPA in May 2014. As a result of Dr. Fabricant's dissatisfaction, he demanded that Ms. Randolph's hours bee cut back from 40 hours per week to 30 hours per week. He refused to consider any alternative for Ms. Randolph, such as allowing her to perform tasks that were then currently being done by a part-time hourly employee or by an employee provided through a staffing service, a clear indication on his part that he just wanted her to leave the company. When Ms. Randolph indicated that she could not afford to be paid for just 30 hours per week Dr. Fabricant informed her that her last day with the company would be April 30, 2015. Ms. Randolph was did not voluntarily resign – she was forced to leave. In addition, she was never counseled about her job performance or notified of any "cause" for her termination.

Please contact me if I can provide any further information.

Sincerely,

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Syndee Greenwood
Re: Vet- Mollee at 3:15 this Wednesday 7-29 — Jul 27

Ben Henderson
Re: got the charge info — Jul 27

Ben Henderson
Re: continuing to build the case — Jul 27

dorkqueen55@hotmail.com
Re: letter — Jul 26

dorkqueen55@hotmail.com
letter — Jul 24

Ben Henderson
Re: good morning — Jul 23

Ben Henderson
Re: Good talking with you — Jul 21

Ben Henderson
Re: Good talking with you — Jul 20

Ben Henderson
Re: Good talking with you — Jul 20

nparrish@csacfinancecorp.org
Executive Vice President — Jul 17

Syndee Greenwood

Last updated 14 days ago

Brent Weickert
to dorkqueen55@hotmail.com

Fri, Jul 24 12:13 PM

letter

1 file attached

Randolph Letter
.docx 116 KB

Download

Connie - please let me know if you this is in adequate and an accurate representation of the facts

Brent

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Syndee Greenwood
Re: Vet- Mollee at 3:15 this Wednesday 7-29 — Jul 27

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Re: Good talking with you — Jul 20

Ben Henderson
Re: Good talking with you — Jul 20

nparrish@csacfinancecorp.org
Executive Vice President — Jul 17

Syndee Greenwood

Brent Weickert
to Ben Henderson

Thu, Jul 23 10:53 AM

Re: good morning

1 file attached

Employee tenure .xlsx 18.3 KB

Download

Here is a chart of employees for 2014 - current - omitted employees who terminated employment in 2014 prior to Dan's arrival

---

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Thursday, July 23, 2015 6:32 AM
Subject: good morning

Hope you are doing well!

I got the dues calculations you sent. Frankly, numbers are hard for me to digest, and I am easily overwhelmed by them. I think the proposed dues structure will never pass the board and it is DOA.

I've also had lots of opportunity to think about the other issues. I'm consulting with an attorney friend and may also consult with a nephew who is an attorney and has had experience with boards. I'm starting to visualize how this thing might play out in Baltimore. Fortunately we have time to plan. There are still lots of unanswered questions and I'll try to write them down as I go.

One thought/question you could provide valuable info on: it's obvious that Dan has created a very toxic work environment. Nothing illustrates that more in my mind than the number of hires and departures (voluntary or involuntary) since he began his tenure

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Ben Henderson
Re: Can we talk today? Jul 17

Ben Henderson
Re: Can we talk today? Jul 17

Ben Henderson
Re: Can we talk today? Jul 17

Syndee Greenwood
Fwd: Bank of America Alert: ATM Transaction Jul 16

Ben Henderson
Re: Fwd: NPA 2016 Budget Jul 16

Ben Henderson
Re: Fwd: NPA 2016 Budget Jul 15

Michael Scheerer
Re: Questionnaire Jul 15

Ben Henderson
Re: Fwd: NPA 2016 Budget Jul 14

Ben Henderson
Re: Fwd: NPA 2016 Budget Jul 14

adrianna@calcareous.com
wine club Jul 14

Marcy Kraft

On Wed, Jul 15, 2015 at 10:37 PM, Ben Henderson <misternatural@bellsouth.net> wrote:

I just read your letter to Scott. It is absolutely disgusting. You need to black out the employees name one more time, though, on sentence 4. Do you know where this investigation is or if any charges will be brought?

Ben Henderson, Co-Owner and General Manager

Bare Essentials Natural Market
Healthy Products. Local Roots. Fair Prices.

A healthier planet through a healthier community.

273 Boone Heights Drive
Boone, NC 28607
828-262-5592

On Wed, Jul 15, 2015 at 10:34 PM, Ben Henderson <misternatural@bellsouth.net> wrote:

thank you, Brent. I agree we'll need to have an executive session in September to get into all of this.

Can you send me more AMEX statements?

All this talk about controlling the budget while this crazy spending is going on is making me sick!

Thank you again.

Ben Henderson, Co-Owner and General Manager

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273 Boone Heights Drive

Brent Weickert <bweickert@sbcglobal.net>
to Ben

Jul 16

Ben - attached are the AmEx bills for the first 5 months of the year. Yes, many sleepless nights. I haven't heard of any charges being brought. Once they found out that word was getting out they conspired to minimize what happened by coordinating stories and repaying AmEx charges saying they used the wrong card by mistake. Not sure where the attorney is either - he should be wrapping up the HR investigation.

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Ben Henderson
Re: Can we talk today? Jul 17

Ben Henderson
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Michael Scheerer
Re: Questionnaire Jul 15

Ben Henderson
Re: Fwd: NPA 2016 Budget Jul 14

Ben Henderson
Re: Fwd: NPA 2016 Budget Jul 14

adrianna@calcareous.com
wine club Jul 14

Marcy Kraft

wrote:

Ben,

I think the retailers need to push Roxanne - at the March meeting she said she would get out forms to board members for Dan's annual review - these were supposed to go out by mid-June and am pretty sure they have not. I am attaching a couple very confidential things - these were the basis for the Sidley attorney to investigate Dan. Sometime soon, in executive session, someone needs to say they heard there was an investigation and ask for details about what action the EC is taking. The word doc went out to the entire EC (sent from Roxanne). I don't think the other item was shared due to its sensitive nature. I am send a copy of the email to Scott Bass. This incident was verbally communicated to Roxanne. I blocked out the female employee's name.

Brent

From: Ben Henderson <mistematural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Wednesday, July 15, 2015 8:28 AM

Subject: Re: Fwd: NPA 2016 Budget

thanks, I got it. Am starting to review. I understand your concerns about confidentiality in regards to HR stuff. I'm sure we can figure something out...maybe contacting these folks affected personally with a vague request like: "As a board member, I'd like to hear about your experience as an NPA employee" Is that naive?

Ben Henderson, Co-Owner and General Manager

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A healthier planet through a healthier community.

271 Boone Heights Drive
Boone, NC 28607

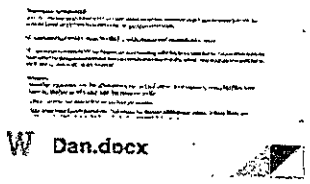
Brent Weickert <bweickert@sbcglobal.net>
to Ben

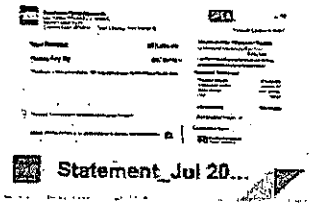
Jul 14

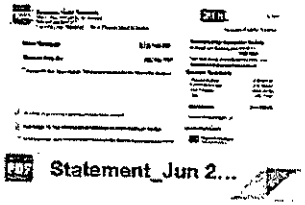
some notes about financial stuff mostly in the attached - plus a couple months of the AmEx bill. I am still wrestling with the need for confidentiality on some of the HR stuff...

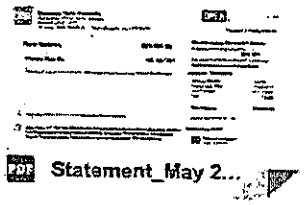
From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Tuesday, July 14, 2015 3:37 PM
Subject: Re: Fwd: NPA 2016 Budget

5 Attachments


Dan.docx


Statement_Jul 20...


Statement_Jun 2...


Statement_May 2...


Statement_Apr 2...

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Marcy Kraft
Re: Fwd: NPA 2016 Budget — Jul 14

Ben Henderson
Re: Fwd: NPA 2016 Budget — Jul 14

Ben Henderson
alternate email — Jul 13

lwarren@unitedwayfresno.org
Controller — Jul 10

Vicki Whitsitt
Fw: Sprint Customer Confirmation:Change of O... — Jul 9

Syndee Greenwood
RE: I beat Leslie! Yay!! — Jul 8

Syndee Greenwood
Re: NCNC Out to Lunch Bunch July — Jul 7

Caroline Gutilla
Re: Controller Opportunity — Jul 1

Syndee Greenwood
Fwd: Bank of America Alert: ATM Transaction — Jun 29

Caroline Gutilla
Re: Controller Opportunity — Jun 29

Claudia David

Brent Weickert
to Marcy Kraft

Tue, Jul 14 1:54 PM

Re: Fwd: NPA 2016 Budget

biggest red flag is the projection behind the dues increase where Mark projects 430 retail members v 708 supply members where, for the first time is known history there would be more suppliers than retailers so retailers would no longer have any control. Also - raised the average for retailer dues to over $1,000. projected 2015 dues are about $200,000 less than budget so really he is projecting dues going up from $1,500,000 not the $1,700,000 budgeted. No mention of what the $ given to the foundation would be used for... Also, several staff positions being eliminated - probably Adam, VP of Comm, and me - with maybe a couple lower level people replacing. Board needs to have one position that reports to them for proper oversight.

On Tuesday, July 14, 2015 11:11 AM, Marcy Kraft <npamidwest@aol.com> wrote:

Brent,

Please review and let me know of any red flags to my other email address. I am up to my ears with show work at the moment. I see you are on the distribution list.

In health,

Marcy Kraft, Executive Director
NPA Midwest/MAHO Region
7219 Sawmill Road, Suite 105-A
Dublin, OH 43016
1-800-795-6246
1-614-798-1117
FAX: 1-614-798-1118
Email: npamidwest@aol.com
Website: www.npamidwest.org

2015 MAHO EXPO "Summer Splash" Convention & Trade Show
July 24-26, 2015
Hilton Columbus @ Easton

sbcglo...

53
Drafts
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Ken Weickert
People
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Fwd: Bank of America Alert: ATM Transaction — Jul 16

Ben Henderson
Re: Fwd: NPA 2016 Budget — Jul 16

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adrianna@calcareous.com
wine club — Jul 14

Marcy Kraft
Re: Fwd: NPA 2016 Budget — Jul 14

Ben Henderson
Re: Fwd: NPA 2016 Budget — Jul 14

Ben Henderson
alternate email — Jul 13

lwarren@unitedwayfresno.org
Controller — Jul 10

to Ben Henderson

Re: Fwd: NPA 2016 Budget

5 files attached — Download all

Dan .docx 21.1 KB — Download
Statement_Jul 2015 .pdf 966 KB — Download
Statement_Jun 2015 .pdf 1.19 MB — Download
Statement_May 2015 .pdf 1.39 MB — Download
Statement_Apr 2015 .pdf 870 KB — Download

some notes about financial stuff mostly in the attached - plus a couple months of the AmEx bill. I am still wrestling with the need for confidentiality on some of the HR stuff...

From: Ben Henderson <misternatural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Tuesday, July 14, 2015 3:37 PM
Subject: Re: Fwd: NPA 2016 Budget

great insight into this budget. I agree with Carolyn Behrman...I don't see how this will work. You can tell that this was developed by a supplier!

I'll look a little harder at your notes in the morning when I'm fresh.

Thank you

Ben Henderson, Co-Owner and General Manager

Bare Essentials Natural Market

Sbcglo...

53
Drafts
Sent 1
Folders
Ken Weickert
People
2

Sent

All

Syndee Greenwood
Re: Things I trust more than Hillary — Jul 17

Ben Henderson
Re: Good talking with you — Jul 17

Ben Henderson
Re: Can we talk today? — Jul 17

Ben Henderson
Re: Can we talk today? — Jul 17

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Michael Scheerer
Re: Questionnaire — Jul 15

Ben Henderson
Re: Fwd: NPA 2016 Budget — Jul 14

Ben Henderson

Brent Weickert
to Ben Henderson

Fri, Jul 17 6:17 AM

Re: Can we talk today?

I'm pretty open today too.

From: Ben Henderson <mistematural@bellsouth.net>
To: Brent Weickert <bweickert@sbcglobal.net>
Sent: Friday, July 17, 2015 4:08 AM
Subject: Can we talk today?

I've got a pretty open schedule.

I've had some time now to digest what you've sent and would like to put together a plan of action, with your help.

Ben Henderson, Co-Owner and General Manager

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272 Boone Heights Drive
Boone, NC 28607
828-262-5592

Wells Fargo Online®

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
206	06/01/15	$1,500.00	WELLS FARGO WAY2SAVE CHECKING XXXXXX2928

CONNIE D RANDOLPH
8900 FRANKLIN BLVD
SACRAMENTO, CA

206

5/20/15
Date

Pay to the Order of Mike Hodgson $ 1500 00

One Thousand Five Hundred 00/100 Dollars

For Pure Rent

Connie Randolph

⑆121104288⑆ 2383162928⑈ 00206

Natural Products ASSOCIATION™ Promoting Natural Products for Healthy Lifestyles

REIMBURSEMENT FOR HEALTH AND WELLNESS COSTS

Name Colleen Rood

Address 2412 E Deborah Lane
Orange, CA 92869

Date 2/28/2013

Health & Wellness Costs			
Date	**Item** (health club, supplement, etc)	**Vendor**	**Amount**
1-Jan	health club	24 hour fitness - all sport	39.99
1-Jan	Personal training	Fernando Fields personal training (50-1 hou	2,000.00
2/1/2013	health club	24 hour fitness - all sport	39.99
3/1/2013	health club	24 hour fitness - all sport	39.99
2/21/2013	Supplements	Vitamin Shoppe	76.62
			$ 300.00

Note - maximum of $100/month

Covered health and wellness costs include monthly dues, admission, or participation costs for use of a gym or exercise facility, participation in exercise or yoga classes, swim facilities, sports clubs or leagues, or diet programs as well as any out-of-pocket costs for any medical care or treatment or the purchase of any prescription or over-the-counter medication or dietary supplement.

Please scan and send receipts with this form.

R MART-STANTON
HIGHWAY 222
TON TN 38069
112915001

05/14/2015 1:12:33 PM
Register: 1 Trans #: 8804 Op ID: 1
Your cashier: Manoj

ery	$0.99	101
ery	$0.99	101
ery	$1.49	101
Subtotal =	$3.47	
Tax =	$0.32	
Total =	$3.79	
Change Due =	$0.00	
t	$3.79	

XXXXXXX6819 Visa
LPH/CONNIE D
CE: 021028
014113

urchase/Capture
t: 0000000004565768
Number 1
ice Number 60398
ED 014113

SHELL , 18007066083
RT 8 BOX 35 I-40 EXIT 2
FLAGSTAFF , AZ
86004

05/17/2015 11:28:08 AM 253192989

XXXX XXXX XXXX 6819 VISA
INVOICE 238626
AUTH 017695

PUMP# 4
REGULAR CR 14.1326
PRICE/GAL 3.199

FUEL TOTAL $ 45.21

Subtotal = $ 45.21
Tax = $ 0.00
Total = $ 45.21

CREDIT $ 45.21

Save 10cpg instantly at Shell when you earn 100 points at Fry's.

Pick up a brochure at your local Shell for more details.

WELCOME TO SONIC DRIVE-IN
AT 350 WEST CASTLE LANE
CAMP VERDE, AZ 86322
928-567-7062

Dining Room 860 Check #866859
CUST.INFO:IFKIFK

TRAY:T1

1 Combo #3 SS Bac Chzbgr -Med	7.99
1 > SS Bacon Cheese Bgr	
> 1 NO Tomato	
1 > French Fries Med	
1 > Med Vanilla Shake	2.10
2 Jr Burger	2.78
> 2 Plain	
1 Chicken Strip Sandwich	1.49
1 Med Chocolate Shake	4.09
Tax%:	1.84
Total	20.29
PAYMENTS	
Visa **********6819	20.29
Total Payments:	20.29
Your Change:	0.00

Carhop: Tyler
Dining Room 860 17-May-2015 12:25

05/17/15 9:41 AM

NiteVision 2014 R1 SP1

LA QUINTA INNS & SUITES

LA QUINTA INN & SUITES ALBUQUERQUE WEST
6101 ILIFF ROAD N.W.
ALBUQUERQUE, NM 87121
505-839-1744

RANDROLPH, CONNIE
2652 DAKOTA ST
BRYANS ROAD, MD 20616
Company: L

Folio#: 0979311036
Room: 425
Arrival: 05/16/15
Departure: 05/17/15
Returns Club No :
Voucher/Ship/PO:

Trans #	Date	Description	Charges	Payments	Balance
102601	5/16/2015	Rm: 425 BAR - Best Available Rate	$95.00	$0.00	$95.00
102602	5/16/2015	TAX - OCCUPANCY - CITY	$5.70	$0.00	$100.70
102603	5/16/2015	TAX - OCCUPANCY - STATE	$6.65	$0.00	$107.35
102700	5/17/2015	CC PMT - VISA ... 6819	$0.00	$107.35	$0.00
				Balance:	**$0.00**

Signature:

THANK YOU
WE APPRECIATE YOUR BUSINESS

BEST WESTERN PLUS Lonoke Hotel
102 DEE DEE LANE
LONOKE, AR 72086

Best Western PLUS

(501) 676-8880
04115@HOTEL.BESTWESTERN.COM

05/15/2015 04:53 AM

Room # 102-A

Registered To:

Ranolph, Connie
Dakota St
BRYANS ROAD, MD 20616

(202) 422-0973

Conf # 29682
Arrival 05/14/15
Departure 05/15/15

Room Type KNS-1 KING NSMK
Guests 1 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-6819

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/14/15	TP	RC	ROOM CHRG REVENUE			$87..
05/14/15	TP	9	STATE TAX			$7.48
05/14/15	TP	91	CITY AND COUNTY TAX			$3.52
05/14/15	TP	92	A & P TAX			$1.76
05/15/15	TP	VS	PAYMENT VISA/MC		6819 - 014337	$100.75-

Balance Due	$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT
OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

X_____
GUEST SIGNATURE

_____
Signature

"EACH BEST WESTERN® BRANDED HOTEL IS INDEPENDENTLY OWNED AND OPERATED"

Holiday Inn

05-14-15

Connie Randolph **2652 Dakota St** **Bryans Road Md** **USA_0001 20616**	Folio No. : A/R Number : Group Code : Company : **Leisure** Membership No. : Invoice No. :	Room No. : **118** Arrival : **05-13-15** Departure : **05-14-15** Conf. No. : **60304741** Rate Code : **IGCOR** Page No. : **1 of 1**	

Date	Description	Charges	Credits
05-13-15	Pet Charge	35.00	
05-13-15	Sales Tax	3.24	
05-13-15	*Room Charge	134.00	
05-13-15	Sales Tax	12.40	
05-13-15	Occupancy Tax	6.70	
05-13-15	City Tax	4.02	
05-14-15	Visa		195.36
	Total	**195.36**	**195.36** ✓
	Balance	**0.00**	

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liablity for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Independently Owned and Operated by Cedar Bluff Hotel Partners

Holiday Inn Knoxville West Cedar Bluff
9134 Executive Park Drive
Knoxville, TN 37923
Telephone: (865) 693-1011 Fax: (865) 694-0253

Days Hotel

DAYS HOTEL SCOTTSDALE
5101 NORTH SCOTTSDALE RD
SCOTTSDALE, AZ 85250 US
Phone: 480-945-4392
Fax: 480-947-3044
Email: gm@dayshotelscottsdale.com
Printed: 5/19/2015 10:23:35 AM

Folio (Detailed)

Name: RANDOLPH, CONNIE

Confirmation Number: 86177546
Account Number: 467-259267

Address: 2652 DAKOTA ST
BRYANS ROAD, MD 20616 US

Room:	1028	Room Type:	NDD3, PREMIUM 2 DOUBLES	Nights:	2	Guests: 1/0
Rate Plan:	RACK	Daily Rate:	$69.00 + $9.61 Tax	GTD:	VI - VISA	
Arrival:	5/17/2015 (Sun)	Departure:	5/19/2015 (Tue)		XXXX XXXX XXXX 6819	

Room Rate:

5/17/2015 (Sun) - 5/18/2015 (Mon) $69.00 + $9.61 Tax per night.

Date	Code	Description	Amount	Balance
5/17/2015	RM	ROOM CHARGE	$69.00	$69.00
5/17/2015	TAX1	STATE TAX	$8.47	$77.47
5/17/2015	TAX2	CITY / COUNTY TAX	$1.14	$78.61
5/18/2015	RM	ROOM CHARGE	$69.00	$147.61
5/18/2015	TAX1	STATE TAX	$8.47	$156.08
5/18/2015	TAX2	CITY / COUNTY TAX	$1.14	$157.22
5/19/2015	VI	VISA XXXX XXXX XXXX 6819	($157.22)	$0.00

Summary

Room	Tax	F&B	Other	CC	Cash	DB
$138.00	$19.22	$0.00	$0.00	($157.22)	$0.00	$0.00

By signing below, I agree to these terms and conditions.

Guest Signature: _____

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.
"We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt/Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

[redacted]

Enterprise

Compose

Inbox (507)
Drafts (83)
Sent
Spam (84)
Trash (86)
Smart Views
Unread
Starred
People
Social
Travel
Shopping
Finance
Folders (5009)
07invoices
08invoices (9)
10invoices
Animaland web order1...
AS8travelrewards
car-truck invoice
hammacher schellmar ...
Invoices (16)
June 10,GW wedding
KOR Kraft Fair Days
LANDSTAR
Notes
OIB Business (18)
OIB Entertain... (12)
OIB Finance (9)
OIB Help (9)
OIB Home (6)
OIB Jobs (244)
OIB Shopping (3001)
OIB Social Ne... (1967)
OIB Travel (318)
OIB Unsubscr... (1)
savedmisc (2)
tiaremamaliasfreshman
TMHCustomers
TZ
Unsubscribe

Sponsored

ADT
Act Now to Install and Activate ADT Pulse for Free

Sort by date

Delete | Move | Spam | More

This week

- Marriott Careers — May 6
  From Marriott Careers Team – Jo
  Hello Debra. We're pleased to alert
- US Airways - Upgra — May 4
  First Class seats may be available
  ETHEL RAY Your flight on May 11,
- Hotwire Deals — May 4
  Tomorrow's your last chance to s
  ¡Viva la fiesta! Cinco de Mayo sale
- Enterprise Rent-A-Ca — May 3
  Reservation Information Confirmati
  Dear Debra Ray, Thank you for cho

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  First Class seats may be available
  DEBRA RAY Your flight on May 9, 2
- Hotwire Deals — May 1
  Book by 5/31 Save up to 60% on
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  HotelsCarsFlightsPackages Downlo
- Airbnb — Apr 27
  5 homes inspiring travelers this w
  This Week's Best of Airbnb See top
- Hotwire Deals — Apr 27
  Today Only! 1-Day Car Sale - Enj
  HotelsCarsFlightsPackages RENTAL

Earlier in April

- Hotwire Deals — Apr 24
  $9.00+ rental cars: our customer
  HotelsCarsFlightsPackages Holoho
- Hotwire Deals — Apr 23
  Your April Hotwire Savings Snap
  Hotwire saves you more on all your
- Hotwire Deals — Apr 22
  Up to 50% off hotels -- Low Price
  Deals recently available to Hotwire
- Hotwire Deals — Apr 20
  ★ 3-Day Hotel Sale - Small Exclu
  HotelsCarsFlightsPackages HOTEL
- Hotwire Deals — Apr 17
  4-star hotels from $45. Book now
  HotelsCarsFlightsPackages Holoho
- Hotwire Deals — Apr 15
  24-hour tax day sale. Save up to
  Use your tax return to save on Hot
- Enterprise Rent-A-C — Apr 14
  Debra, special offers for your spe
  Here's a special offer to launch you

Reservation Information Confirmation

~~Enterprise Rent-A-Car~~ — May 3 at 9:38 AM

To: holoholobear@yahoo.com

Dear Debra Ray,

Same name as on plane ticket

Thank you for choosing Enterprise Rent-A-Car. Please print this e-mail or record your confirmation number in order to pick up your rental. Your confirmation number is 894191941.
We look forward to seeing you on May 10, 2015 at 7:30 AM.

Please do not reply to this e-mail. If you need to contact Enterprise Rent-A-Car please click here

To sign up for on-line promotions and specials just click here:

Reservation Information:
Pickup date: May 10, 2015 at 7:30 AM (Office hours: 5:00 AM to 11:30 PM)
Return date: May 22, 2015 at 10:30 AM (Office hours: 5:00 AM to 11:30 PM)

Rental car in Arizona only

Pickup Branch:	Return Branch:
PHX SKY HARBOR INTL ARPT	PHX SKY HARBOR INTL ARPT
1805 E SKY HARBOR CIR S	1805 E SKY HARBOR CIR S
PHOENIX, AZ 85034	PHOENIX, AZ 85034
(602) 225-0588	(602) 225-0588

Car Information:
Type of Car: Full Size
Examples: FORD FUSION OR SIMILAR
Holds 5 passengers and 5 luggage

Rate Information (all rates in U.S. DOLLARS):

Extra Hour Charge	3 Hour @ 5.17	= 15.51
Extra Day Charge	5 Day @ 25.87	= 129.36
Base Rate	1 Week @ 183.70	= 183.70
CUSTOMER FACILITY CHARGE 6.00/DAY		= 78.00
MAINTENANCE FEE 0.70/DAY		= 9.10
CONCESSION RECOVERY FEE 11.11PCT		= 37.51
VEHICLE LICENSE SURCHARGE 5.PCT		= 22.66
STADIUM SURCHARGE		= 16.30
TRANS PROV TAX		= 46.68
Total Charge		= 538.82

538.82

*If you inquired about coverages, optional equipment or additional driver fees, the rates are not reflective in your estimated total. These fees will be added to your contract at the time of pick up. Additional surcharges, local taxes, etc. may apply.

Toll Road Usage Program; click here for more information: www.htalk.com/enterprise

THERE WILL BE AN ADDITIONAL CHARGE OF 10.99 USD PER DAY FOR EACH ADDITIONAL AUTHORIZED DRIVER OTHER THAN A SPOUSE OR DOMESTIC PARTNER.

DEBIT CARDS ACCEPTED FOR DEPLANING CUSTOMERS ONLY WITH A DEPARTING FLIGHT ITINERARY. A MINIMUM DEPOSIT OF $250 OR THE ENTIRE COST OF RENTAL PLUS $100, WHICHEVER IS GREATER, WILL BE DEDUCTED FROM THE DEBIT ACCOUNT. CUSTOMERS WITH AN ARIZONA DRIVERS LICENSE MUST HAVE A MAJOR CREDIT CARD IN THEIR OWN NAME.

Following mileage rule applies:
Unlimited

[redacted]

Home Hello Hello

Enterprise

Compose

Inbox (507)
Drafts (83)
Sent
Spam (84)
Trash (66)
Smart Views
Unread
Starred
People
Social
Travel
Shopping
Finance
Folders (5009)
07invoices
08invoices (9)
10invoices
Animaland web order...
ASBtravelrewards
car truck invoice
hammacher schelmar ...
invoices (16)
June 10,GW wedding
KOR Kraft Fair Days
LANDSTAR
Notes
OIB Business (15)
OIB Entertain... (12)
OIB Finance (9)
OIB Help (9)
OIB Home (6)
OIB Jobs (244)
OIB Shopping (3001)
OIB Social Ne... (1967)
OIB Travel (318)
OIB Unsubscr... (1)
savedmisc (2)
tiaremamaleafreshman
TMHcustomers
TZ
Unsubscribe

Sponsored

ADT
Act Now to Install and Activate ADT Pulse for Free

Sort by date

This week

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From Marriott Careers Team – Ja
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US Airways - Upgra May 4
First Class seats may be available
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Your April Hotwire Savings Snap
Hotwire saves you more on all your

Hotwire Deals Apr 22
Up to 60% off hotels -- Low Price
Deals recently available to Hotwire

Hotwire Deals Apr 20
★ 1-Day Hotel Sale - Small Endu
HotelsCarsFlightsPackages HOTEL

Hotwire Deals Apr 17
4-star hotels from $48. Book now
HotelsCarsFlightsPackages Holiho

Hotwire Deals Apr 15
24-hour tax day sale. Save up to
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PHX SKY HARBOR INTL ARPT	PHX SKY HARBOR INTL ARPT
1805 E SKY HARBOR CIR S	1805 E SKY HARBOR CIR S
PHOENIX, AZ 85034	PHOENIX, AZ 85034
(602) 225-0588	(602) 225-0588

Car Information:
Type of Car: Full Size
Examples: FORD FUSION OR SIMILAR
Holds 5 passengers and 5 luggage

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Following mileage rule applies:
Unlimited

Low Budget Movers

MY MOVERS LLC, A DIVISION OF LOW BUDGET MOVERS

602-633-5444 (Phoenix) 520-705-9249 (Tucson)
Office: 7272 E. Indian School Rd. #540
Scottsdale AZ, 85251
Warehouse: 880 W. Martin Rd
Coolidge AZ, 85128
Website: lowbudgetmovers.net
lowbudgetmoversaz@gmail.com

Customer Name: Connie Randolph
Debra Ray (CONTACT)

Phone: 808-205-8011

Pick Up Address: 5080 N 83rd St
Scottsdale AZ 85250

Drop Off Address: 5080 N 83rd St
Scottsdale AZ

SALESPERSON	P.O. NUMBER	SHIP DATE	DELIVERY DATE	ARRIVAL TIME	TERMS
Brian	2048	5/18/2015	sameday	12-2 pm arrival	Due on receipt

MOVE DESCRIPTION	
• Arrive at pick up location on date & time arranged by customer. • 1 ROLL of shrink wrap will be provided. • Load all necessary boxes. Disassemble all furniture as necessary, wrap in moving pads and load into truck. • Unload all boxes and furniture into home, and reassemble then place in areas needed by customer. • IF BOXES/MOVING SUPPLIES ARE NEEDED PRIOR TO MOVE, WE CAN PROVIDE FOR YOUR CONVIENENCE AT AN ADDITIONAL COST. ASK FOR DETAILS. • HEAVY ITEMS: Safes, Pianos, large appliances, exercise equip., need to be disclosed PRIOR to move. (Proper tools and additional labor may need to be provided.) • PER USDOT LEGAL RESTRICTIONS WE CANNOT HAUL: perishable items such as refrigerated food, Alcohol, flammable items, or toxic chemical. **•ALL ITEMS MUST BE DELIVERED ON THE DAY OF PICKUP. IF NOT, A $60.00 PER DAY STORAGE FEE WILL APPLY UNLESS ARRANGEMENTS ARE MADE 48 HOURS OR MORE PRIOR TO MOVE. $75.00 PER HOUR LOADING & UNLOADING INTO LOW BUDGET MOVERS WAREHOUSE STORAGE FACILITY WILL APPLY ON EVERY STORAGE MOVE.** **ARRIVAL TIME:** 8:00 **CUSTOMER SIGNATURE:**_____ **TIME COMPLETED:** 7:15 **CUSTOMER SIGNATURE:**_____ Payment methods: Cash, Check, Money Order. Credit/Debit cards accepted. 4% Credit card fee will apply	**$75.00 PER HOUR, 2 HOUR MINIMUM, NO ADDITIONAL FEES** 2 hrs 150 **Total:** $ 150

By signing the above contract I agree to all terms and conditions that apply. Nothing else was promised to me other than what is stated in this contract. I understand that all hourly moves are based on estimated time frame, and an hourly minimum has been set. I agree to all pricing and payment agreements set before me. If damages occur, I will allow a representative from Low Budget Movers to *replace item at full market value*. The appraisal will be done no later than 72 hours after completion of move. Payment shall not be held due to claim. Reimbursement of claim will be mailed by adjuster to customer after value is determined. In Addition (a $85 per hr fee will be accessed if driver is waiting to gain entrance into residence inside time window, or agreed time on contract at drop off location. (If we can't drop off and have to wait fees apply.) By accepting these terms I allow Low Budget Movers to perform all necessary tasks to perform my move. WE APPRECIATE YOUR BUSINESS!!

I authourize Low Budget Movers to perform move: _____ Date: 5/19/15

Move completed without damage or exception: _____ Date: 5/19/15

POLICY# 02XC996801 General Liability
POLICY# USA4052342 Cargo Policy
POLICY# 02XC996802 Commercial Auto

AMERICAN FAMILY INSURANCE
Jennifer Schwarz Agency

OPERATING LICENSE # L19081584
PROVIDED BY ARIZONA CORP COMM.
USDOT# 2406115

One-Way Rental (OUT) - Tuesday, 5/12/2015 9:42 AM **Contract No.:** 89073490
ROADSIDE ASSISTANCE: myuhaul.com or 1-800-528-0355- RV 50350
Dispatched From: 051783 - **Safe-Protection:**(YES)

Customer:
Rick Randolph
5030 NORTH 93RD ST
Scottsdale, AZ 85250

916-716-8504
DL: нннннннннн5032, MD, 0123
rgdolph54@live.com

Renting Location:
Southern Self Storage - (051783)
2564 Old Washington Rd
WALDORF, MD 20601 (301)861-0942

Towing Vehicle: 2013 Toyota Tundra Double Cab 8 cyl. Gas 4.6L Rear Wheel Dr **Plate:** 5BW8192 MD

- I understand that I must not exceed the recommended allowed cargo weight of 2480 pounds which is considered a FULL load.
- I agree that only the "Towing Vehicle" listed on this contract will be used to tow U-Haul Equipment.

Destination: SCOTTSDALE, AZ **Due Date/Time:** 5/22/2015 9:42 AM
Call (866) 304-4878 when you arrive in SCOTTSDALE, AZ

Days Allowed: 8 Extra Days Allowed: 2 MI Allowed: 2731.0
Extra Day Rate for the RV $20.00 Per Day
Extra Day Rate for Safetow $13.00 Per Day

Equipment	MI Out	Coverage	Rental Charge	Total Charge
RV 5035D 48U1559 CA		SafeTow: $100.00 Coverage: $5K	$632.00	$732.00

REGULAR CHECK-IN - EMAIL ON FILE

SubTotal:	$732.00
Rental Tax:	$58.56
Rental Deposit Paid:	$0.00
Total Rental Charges (including Deposit):	$790.56
Credit Card Payment:	$790.56
Net Paid Today:	$790.56

Card Type: VISA
Account: XXXXXXXXXXXXXXXX6819
Auth- 012299

- U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
- I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.
- I understand that the equipment rented is water resistant and not water proof.
- I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
- I agree to submit all claims against U-Haul in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at uhaul.com/arbitration or from your local U-Haul representative.
- I agree that distracted driving is dangerous and that driving while distracted is likely to lead to an **accident/crash** causing serious injury or death. I agree not to use a hand held mobile phone (other than for an emergency call) and not to text while driving any U-Haul truck or towing any U-Haul Trailer, Tow Dolly or Auto Transport. My agreement not to do so is material to U-Haul's decision to enter into this Agreement. My failure to comply is material breach of this Agreement.
- The following shall be admissible as evidence of negligence and breach of contract in any lawsuit or arbitration: 1) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport was texting while driving; 2) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport, was using any mobile phone (other than hands free or for an emergency call) while driving.
- I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.

x Rick Randolph
Customer Signature - (Rick Randolph)

x
Agent Signature - (JAMESR)

For Safe Trailering Video Tips go to Part 1 https://media.uhaul.net/view/1673 and for Part 2 go to https://media.uhaul.net/view/1674

Discount Savings on Motel and Hotel Rooms. Advanced Reservations Required at Some Locations.10% OFF at La Quinta Inns and Suites: 1-800-753-3757 Online @ www.lq.com/uhaul20% OFF at Days Inn, Ramada and Super 8 Motels: 1-877-670-7088 Online @ www.wyndhamrewards.com/uhaul

YOU SHOULD ALWAYS:

1. LOAD TRAILER HEAVIER IN THE FRONT
2. REDUCE NORMAL DRIVING SPEED
3. WEAR YOUR SEATBELT

Questions or need help? Call me.

_____ (301)861-0942

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ROADSIDE ASSISTANCE: mvuhaul.com or 1-800-528-0355- RV 5035D
Dispatched From: 051783 - **Safe-Protection:**(YES)

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Rick Randolph
5030 NORTH 83RD ST
Scottsdale, AZ 85250

916-716-8504
DL: xxxxxxxxxx5032, MD,
0123
rgdolph54@live.com

Renting Location:
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2564 Old Washington Rd
WALDORF, MD 20601 (301)861-0942

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Card Type: VISA
Account: XXXXXXXXXXXXXXXX6819
Auth- 012299

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Customer Signature - (Rick Randolph)

X
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2. REDUCE NORMAL DRIVING SPEED
3. WEAR YOUR SEATBELT

Questions or need help? Call me.

_____ (301)861-0942

U·S AIRWAYS

Print Close

You're confirmed
DY [redacted] US Airways

Date issued : Monday, April 27, 2015

Scan at any US Airways kiosk to check in.

Trip details

DEPART

Kahului Airport in Hawaii

OGG PHX Saturday, May 09, 2015

636 [redacted]	9:15 PM OGG	5:59 AM PHX	5h44m	MarketPlace™	757-200	Coach (N)	--

15F
(7C)

Flight # 636 : Arrives next day, Sunday, May 10, 2015

RETURN

PHX OGG Friday, May 22, 2015

633 [redacted]	1:45 PM PHX	5:13 PM OGG	5h28m	MarketPlace™	757-200	Coach (N)	7C

[redacted] US Airways

Passengers

Debra Lee Ray	None listed	03724005588600

Day of departure phone: 808-206-8011 Email for receipt: [redacted]@yahoo.com

Cost summary

Your fare

[redacted] (N88GZNUH)	$328.38
[redacted] (N88GZNUH)	$328.38
Taxes and fees	$61.82
Subtotal	$658.48
Number of passengers	x1
Total by passenger type	$658.48
Total fare (All Passengers)	**$658.48**
Choice Seats	
Debra Ray	Details $90.00

Choice Seats total	$99.00
Travel insurance (Billed by Allianz Global Assistance)	$52.02

790.40 ✓

↳ Charged to Connie Randolph
**********0041 (Visa)

Bags

Pay for your checked bags when you check in online or at the airport! Read more about bags.

All flights		
Domestic (U.S., Puerto Rico, USVI, Canada)		
Mexico/Caribbean/Central America***		
Brazil / South America / Transpacific		
Transatlantic		

*You're allowed 1 carry-on bag up to 45 in/115 cm or a soft-sided garment bag up to 51 in/130 cm, and 1 personal item that's smaller than your carry-on item (for example a purse, small briefcase or laptop bag).

**1st & 2nd checked bags can be up to 50 lbs and 62 inches except Brazil where you're allowed up to 70 lbs. Europe fees apply for travel to/from Asia through Europe. Baggage fees are non-refundable.

***First bag fee waived for departures to Guadalajara, Mexico City and Monterrey, Mexico; Port-Au-Prince, Haiti; Port of Spain, Trinidad and Tobago; Santo Domingo and Santiago, Dominican Republic; Kingston, Jamaica; Guatemala City, Guatemala; Managua, Nicaragua; San Pedro Sula and Tegucigalpa, Honduras. First and second bag fees waived for Panama City, Panama; San Salvador, El Salvador.

1st, 2nd and 3rd checked bag fees waived

- (Overweight/ oversize fees still apply)
- Confirmed First and Business Class customers
- AAdvantage Executive Platinum (4th bag fee waived if confirmed in First/Business Class)
- oneworld Emerald (4th bag fee waived if confirmed in First/Business Class)
- Active U.S. military with ID and dependents traveling with them on orders (1st - 5th bags free of charge)
- Active U.S. military with ID on personal travel

1st and 2nd checked bag fees waived

- (Overweight/ oversize fees still apply)
- AAdvantage Platinum
- oneworld Sapphire

1st checked bag fees waived

- (Overweight/ oversize fees still apply)
- AAdvantage Gold
- oneworld Ruby
- Eligible AAdvantage® Aviator™ and Citi® / AAdvantage® cardmembers
- Eligible US Airways Visa® cardmembers

Other guidelines:

- Overweight/oversize fees and fees for 3 or more bags apply. Read all baggage policies.
- If you're traveling with an infant, the child is allowed 1 fully collapsible stroller or 1 child restraint device or car seat (no charge). If you're traveling outside the U.S., Puerto Rico or USVI with an infant in lap, your child is also allowed 1 checked bag (checked bag fees apply - max 62 in/157 cm and 50 lbs/23 kg).
- If one or more of your flights is on a partner airline, please check with the other airline for information on additional fees.

Terms & conditions

- Ticket is nontransferable.
- Ticket is non-refundable.
- You must contact US Airways on or before your scheduled departure to cancel any or all of your flights. If you don't, your entire itinerary will be canceled and there may be no remaining value to use toward another ticket.
- Any change to this reservation, including flights, dates, or cities, is subject to a fee per passenger (according to the rules of the original fare). The new itinerary will be priced at the lowest available published fare at the time of change, which may result in a fare increase.
- Ticket expires one year from original date of issue. Unflown value expires one year from original date of issue.
- Read more about all US Airways taxes and fees.
- You can cancel your reservation for a full refund within 24 hours of purchase. If you booked 7 days or more prior to scheduled departure. To get a refund, you must call 800-428-4322 or 800-245-2966 (TTY).

WELCOME TO SONIC DRIVE-IN
AT 350 WEST CASTLE LANE
CAMP VERDE, AZ 86322
928-567-7062

Dining Room 860 Check #866859
CUST INFO:IFKIFK

TRAY:T1

1 Combo #3 SS Bac Chzbgr -Med 7.99
1 > SS Bacon Cheese Bgr
> 1 NO Tomato
1 > French Fries Med
1 > Med Vanilla Shake 2.10
2 Jr Burger 2.78
> 2 Plain
1 Chicken Strip Sandwich 1.49
1 Med Chocolate Shake 4.09

x%: 1.84

Total 20.29
PAYMENTS
Visa **********6819 20.29
Total Payments: 20.29
Your Change: 0.00
Shop: Tyler
Dining Room 860 17-May-2015 12:25

TIGER MART-STANTON
7725 HIGHWAY 222
STANTON TN 38069
FG47112915001

05/14/2015 1:12:33 PM
Register: 1 Trans #: 8804 Op ID: 1
Your cashier: Manoj

Grocery $0.99 101
Grocery $0.99 101
Grocery $1.49 101

Subtotal = $3.47
Tax = $0.32
Total = $3.79

Change Due = $0.00

Credit $3.79

XXXXXXXXXXXX6819 Visa
RANDOLPH/CONNIE D
INVOICE: 021028
AUTH 014113

POS Purchase/Capture
Site #: 0000000004565768
Shift Number 1
Sequence Number 60398
APPROVED 014113

SHELL
RT 8 BOX 35 I-40 EXIT 2 10007066883
FLAGSTAFF , AZ
86004

05/17/2015 11:28:00 AM 253192989

XXXX XXXX XXXX 6819 VISA
INVOICE 230626
AUTH 017695

PUMP# 4
REGULAR CR 14.132G
PRICE/GAL 3.199
FUEL TOTAL $ 45.21

Subtotal = $ 45.21
Tax = $ 0.00
Total = $ 45.21

CREDIT $ 45.21

Save 10cpg instantly at Shell when you earn 100 points at Fry's.

Pick up a brochure at your local Shell for more details.

PAPI CHULO'S
MEXICAN GRILL & CANTIN
5101 N. Scottsdale Rd.
Scottsdale
AZ, 85250 480-543-1

Check 171/1 05/17/15-A 4 :
Guests 1 STEFAN MASON Tab

Items
Tax
Subtotal 2

50 25 Tip
TOTAL 5

1.VISA/xxxxxxxxxxxx6819/XXXX M
3531 05/17 17:3:

Customer Cop

For your convenience
Suggested gratuity...

Great Service: 9.
Outstanding Service: 10.

PAPI CHULO'S
MEXICAN GRILL & CANTINA
5101 N. Scottsdale Rd.
Scottsdale
AZ. 85250 480-543-1

Check 101/1 05/18/15-A 7:09am
Guests 1 SHARON Table (ROOM SERV)
ROOM SERVICE

Items	21.95
Tax	1.75
Subtotal	23.70
Tip	5.00
TOTAL	28.70

1.VISA/xxxxxxxxxxxx6819/XXXX S A:018907
RANDOLPH, CON 3579 05/18 07:11 23.70

Customer Copy

For your convenience
Suggested gratuity...

Great Service: 4.75
Outstanding Service: 5.20

OUBLEBEES PHILLIPS
0026847
00 DEE DEE LANE
ONOKE , AR
5/15/2015 106107534
6:44:41 AM

819
ISA

INVOICE 064231
AUTH 00-015521
REF 250350515150642

PUMP# 8	
REGULAR	12.671G
PRICE/GAL	2.449
FUEL TOTAL	$ 31.03
CREDIT	$ 31.03

Batch: 25 Seq Num: 35
Term ID: 8
Workstation ID: 00
WANT FREE GAS?
REGISTER TO WIN AT
GASVISIT.COM

WELCOME

SALES RECEIPT
57 544 829005
SHELL
3275 S MAIN ST
HARRISONBURG VA 22801

DATE 05/13/15 9:07AM
INVOICE# 226597
AUTH# 013371
VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 6819

PUMP	PRODUCT	$/G
04	UNLD	$2.399

GALLONS	FUEL TOTAL
12.553	$ 30.11

TOTAL SALE $ 30.11

Choose Shell Nitrogen Enriched Gasolines. No other gasolines protect better.

THANK YOU
COME BACK SOON

VEAWAY ON BACK | $500 CASH GIVEAWAY ON BACK | $500 CASH GIVEAWAY ON BACK | $500 CA

Approval:012253

Subtotal	15.05
Tax	1.78
Total	16.83
Visa	16.83

Acct:XXXXXXXXX6819

1 Burrito Chk Spr	3.49
2 Macho Bgrnde Bf	7.18
2 Crunchy Taco	2.38
2 HH Beverage	2.00
2 Med Pepsi	0.00

5/12/2015 4:56:12 PM
Order 124147 Cashier: Nia F

Taco Bell 003472
1680 E Market St
Harrisonburg, VA 22801
(540)433-7877

****
For a Chance to WIN
See Back of Receipt
Survey Code: 6735-2014-1672-0517
(Diganos en Espanol)
****

Arby's #8304
106 Bradford Blvd.
Gordonsville, TN 38563
(615)-683-3444
I'm thinking Arby's.

5 9:08
1667
Sale
D 102
r 102

RANDOLPH/CONNIE D
XXXXXXXXXXXX6819
/P Visa
te XX/XX
014823
191015

Sale 15.33

n

AGREE TO PAY TOTAL AMOUNT
CORDING TO CARD ISSUER AGMT
ERCHANT AGMT IF CREDIT VCHR)

Merchant Copy

THANK YOU!!!

*** REPRINT *** REPRINT *** REPRINT ***
7725 Hwy 222
Stanton TN 38069
TIGER MART-STANTON
FG47112915001
7725 HIGHWAY 222
STANTON , TN
38069
05/14/2015 80963148
01:06:30 PM

XXXXXXXXXXXX6819
Visa
RANDOLPH/ RICKI G
INVOICE 021027
AUTH 014975

PUMP# 3
Regular 16.126G
PRICE/GAL $2.499

FUEL TOTAL $ 40.30
*** REPRINT *** REPRINT *** REPRINT ***

CREDIT $ 40.30
*** REPRINT *** REPRINT *** REPRINT ***

==========
Customer-activated Purchase/Capture
Site #: 0000000004565768
Shift Number 1
Sequence Number 60397
APPROVED 014975

*** REPRINT *** REPRINT *** REPRINT ***

CEDAR BLUFF SHEL
9133 EXECUTIVE PARK DR
KNOXVILLE TN.

SHELL 21 61
9133 EXECUTIVE PARK DR
KNOXVILLE TN 37923

< DUPLICATE RECEIPT >

DATE 05/14/15 6:54AM
INVOICE# 266437
AUTH# 014993
VISA
ACCOUNT NUMBER
XXXX XXXX XXXX 6819

PUMP PRODUCT $/G
02 UNLD $2.419

GALLONS FUEL TOTAL
15.548 $ 37.61

Thru 05/31/15 - Join
Fuel Rewards and
receive a $0.25/gal
sign-up bonus!

It's Free. For
details -
fuelrewards.com or
text "Join" to UFUEL
(83835)

THANKS,COME AGAI

Golden Star Restaura
3189 Marshall Hall R
Bryans Road MD 20616
TERMINAL I.D.: 025900
MERCHANT # : 882903315982
05/09/15 :44 PM
VISA
**********9d48
SWIPED
SALE
BATCH: 000
INV:000013
AUTH: 626420
ARN: 65040013
BASE $39.95
TIP
AL
CONNIE RANDOLPH
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
CUSTOMER COPY

WELCOME

'51886684-001
192
4 MAX MEADOWS RD
X MEADOWS VA 2436

TE 05/13/15
ME 11:15 AM
TH# 013620

SA
DOLPH/ RICKI G

P PRODUCT PPG
UNLD $2.319

LLONS TOTAL
.870 $32.16

THANK YOU
AVE A NICE DAY

Thank you for using
our car wash.
Please come again.

5/9/2015 3:33:59 PM

PLATINUM WASH $10.00
TOTAL $10.00

MasterCard Credit $10.00
Account *4561

PLATINUM WASH

BRYANS SUBSHOP
6964 INDIAN HEAD HWY
BRYANS ROAD, MD. 20616
301-375-7007

SALE

REF#: 00000003
Batch #: 040
05/08/15 12:35:16
APPR CODE: 008649
Trace: 3
VISA Swiped
**********6819 **/**

AMOUNT $21.90

AP
T

WilcoHess #4005
Gordonsville, T

Ticket: 1589498
VISA Acct #:
**********6819

05/14/15 09:18:00
Approval: 014286
Reference: 305134515
287659T5R5

Pump	Gallons	Price	Amount
10	9.291	2.339	$21.73

Product
Unleaded

Total: $21.73

THANK YOU
Visit us at
www.wilcohess.com
Customer Service
1-800-642-8945 x101
M-F 8am-5pm

BUY ONE GET ONE FREE
W/CHEESE OR EGG
Go to www.mcdvoice.co
and tell us about
Validation Code:__
Expires 30 days afte
Valid at participatin
3050 MARSHALL
BRYANS R
MD
20616
! ! ! THANK YO
TEL# 301 375 9669

KS# 13 May.11

MFY SIDE 1 KVS Order 36

QTY ITEM
1 Big Breakfast w/Htck
1 Bac Egg Ch McGrdl Ml
1 M Orange Juice Cc
<Drink Upch

Subtotal
Tax

Take-Out Total

10302
UER ACCOU
E **********
ATION CODE - 54312
117

ly at www.mcstate.co

IY ONE GET ONE FREE QUARTER POUNDER
W/CHEESE OR EGG MCMUFFIN
) to www.mcdvoice.com within 7 days
and tell us about your visit.
Validation Code:_____
Expires 30 days after receipt date.
Valid at participating US McDonald's.

3050 MARSHALL HALL RD
BRYANS ROAD
MD
20616
! ! ! THANK YOU ! ! !
TEL# 301 375 9669 Store# 12253

: 13 May.11'15 (Mon) 10:12

/ SIDE 1 KVS Order 38

' ITEM	TOTAL
Big Breakfast w/Htck	4.29
Bac Egg Ch McGrdl Ml	4.39
1 M Orange Juice Cc	0.89
<Drink Upcharge>	
)total	9.57
fax	0.58
:e-Out Total	10.15
ihless	10.15
inge	0.00

)# 47010302
ID ISSUER ACCOUNT#
:a SALE **********9848
THORIZATION CODE - 543128
)# 891117

Apply at www.mcstate.com/12253

Safeway
3129 Marshall Hall Rd.
Bryans Road, MD
20616
STORE NO. 1344

XXXXXXXXXXXX9848
DEBIT
Appr # 921694
Trans : Purchase
Inv # : 92100709
Pump # : 9-REG
Vol : 12.248G
Price/G: $2.499
Total: $30.61

DATE : 05/12/15
TIME : 01:31:48 PM

You saved today by
using your DeBit Card

THANK YOU
ASK FOR OUR SPECIALS !

*** REPRINT *** REPRINT *** REPRINT ***
712 S. Kerr Blvd.
Sallisaw OK 74955
DIAMOND EXPRESS
00010055333
712 S KERR
SALLISAW , OK
05/15/2015 455808325
10:18:40 AM

6819
VISA

INVOICE 101555
AUTH 00-015376
REF 230400515151015

PUMP# 1
REGULAR 15.131G
PRICE/GAL 2.429

FUEL TOTAL $ 36.75
*** REPRINT *** REPRINT *** REPRINT ***

CREDIT $ 36.75
*** REPRINT *** REPRINT *** REPRINT ***

Batch: 23 Seq Num: 40
Term ID: 1
Workstation ID: 00
WANT FREE GAS?
REGISTER TO WIN AT
WWW.GASVISIT.COM

Thanks for choosing Diamond Xpress!!

*** REPRINT *** REPRINT *** REPRINT ***

WELCOME TO
SUNOCO
6945 INDIAN HEAD HWY
BRYANS RD, MD 20616
301-283-5251
T024654065-001 SUNOCO 0294353800
RT. 210
BRYANS RD MD 20616

Descr.	qty	amount
LABOR	1	16.00
T PARTS	1	5.86

Sub Total 21.86
Tax 0.36
TOTAL 22.22
CASH $ 30.00
Change $ -7.78

THANKS.COME AGAIN
REG# 0001 CSH# 005 DR# 01 TRAN# 10341
05/07/15 11:07:58 ST# 1

Welcome To Loves#114
1545 E. Hwy 66
El Reno, OK

05/15/15 13:18

Pump	Gallons	Price
01	15.013	$ 2.459

Product	Amount
Unleaded	$ 36.92

TOTAL SALE $ 36.92

##########6819
Card: VISA
Approval: 015838

Ticket: 75518

TOTAL SALE $ 36.92

Thank You !!!

Pilot #475
305 Abrahames Rd
Moriarty NM 87035
505-832-4954

Invoice # 10287
Date 05/16/15
Time 13:44
Auth # 016270

VI
Acct#
##########6819

Pump	Gallons	Price
04	14.633	$ 2.559

Product	Amount
Unleaded	$ 37.45

Total Sale $ 37.45

SALE - Card Swiped

Thank You For
Choosing Pilot
Please Come Again

Welcome To Loves#262
1900 Mountain Rd.
Tucumcari NM

05/16/15 11:21

Pump	Gallons	Price
12	15.729	$ 2.399

Product	Amount
Unleaded	$ 37.73

TOTAL SALE $ 37.73

##########6819
Card: VISA
Approval: 016913

Ticket: 59286

TOTAL SALE $ 37.73
Thank You !!!

Connie

Restaurant 462

P.O. Box 782
Tucumari, NM 88401
(575) 461-1777

5/16/2015 11:31:31 AM
Order 223410 Cashier: Cassie N

2 CLASSIC ROAST BEEF	5.98
1 CLASSIC ROAST BEEF COMBO	5.19
CLASSIC ROAST BEEF	
SMALL CURLY FRIES	
SMALL DRINK	
1 SMALL DRINK	1.59
1 CHOCOLATE TURNOVER	1.19
1 CHERRY TURNOVER	1.19
SubTotal	15.14
Tax	1.21
Total	16.35
Visa	16.35

Acct:XXXXXXXX6819

Approval:016361

****

Table Tent #
Order 223410

****

To Go

Thank you for visiting!

COUNTRY CORNER , 10162022
13951 INTERSTATE 4
DALLAS , TX

05/16/2015 09:13:39 AM 860873529

6819 VISA

INVOICE 091034
AUTH 00-016074
REF 560210516150910

PUMP# 1
REGULAR 13.7556
PRICE/GAL 2.559

FUEL TOTAL $ 35.20

Subtotal = $ 35.20
Tax = $ 0.00

Total = $ 35.20

CREDIT $ 35.20
Batch: 56 Seq Num: 21
Term ID: 1
ZIP ENTERED
Workstation ID: 00
WANT FREE GAS?
REGISTER TO WIN AT
WWW.GASVISIT.COM

The Mark Restaurant
601 E Main St
Weatherford, OK 73096
ph (580) 772-6092

Thank you for visiting

TABLE: Take Out 1 - 2 Guests
Your server was Erin P
5/15/2015 2:38:58 PM - ID #: 0255742

ITEM	QTY	PRICE
Monster BLT	1	$8.49
- Toasted White		
- Tator Tots		
Soda	(2@$1.99)	$3.98
Build Your Burger	1	$6.29
- Burger No: Tomatoes		
- Tator Tots		
- Mayo		

Subtotal	$18.76
Total Taxes	$1.78
Grand Total	$20.54
Amount Due:	$20.54
	20.54

Credit Purchase
Name :RANDOLPH/CONNIE D
CC Type :VISA
CC Num :xxxx xxxx xxxx 6819
Reference :342024
Approval :015656
Server :Erin P
Ticket Name :Take Out 1

Payment Amount: $20.54
Tip: 4.00
Total: 24.54

X
CUSTOMER COPY
I agree to pay the amount shown above.

Please Pay Server At Table

The Mark Restaurant
601 E Main St
Weatherford, OK 73096
ph (580) 772-6092

Thank you for visiting

TABLE: Erin P #61 - 1 Guest
Your server was Erin P
/15/2015 4:24:14 PM - ID #: 0255748

	QTY	PRICE
	(2@$2.99)	$5.98
Subtotal		$5.98
Total Taxes		$0.57
Grand Total		$6.55
Amount Due:		$6.55
		6.55

urchase
:RANDOLPH/ RICKI G
:VISA
:xxxx xxxx xxxx 6819
e :342026
l :015901
:Erin P
lame :Erin P #61

Payment Amount: $6.55

Tip: _____

Total: _____

COPY
to pay the amount shown above.

Please Pay Server At Table

Valid at participating US McDonald's.
HWY. 66/EL CAMINO
SAYRE
OK
73662
! ! ! THANK YOU ! ! !
TEL# 5809289381 Store# 35869

KS# 3 May.16'15 (Sat) 08:19

MFY SIDE 1 KVS Order 30

QTY	ITEM	TOTAL
1	Egg McMuffin Ml	5.19
1	S Coffee	
1	Sau Egg Ch McGriddle	3.49
1	Fruit N Ygrt Parfait	1.00
1	M Orange Juice Cc	2.39

Subtotal	12.07
Tax	1.18
Take-Out Total	13.25
Cashless	13.25
Change	0.00

MER# 02196602
CARD ISSUER ACCOUNT#
Visa SALE **********6819
AUTHORIZATION CODE - 016603
SEQ# 215033

McDonald's Restaurant

Pilot TRAVEL CENTERS LLC

STORE 475
305 Abrahames Rd
Moriarty, NM 87035
505-832-4954
05/16/2015

SALE
Transaction #: 2700054

Qty	Name	Price
1	Milky Way Singles	1.39
1	Milky Way Singles	1.39
1	Hersheys w/Almonds B King Candy 2/$3.33	1.99
		-0.32
1	Hersheys w/Almonds B King Candy 2/$3.33	1.99
		-0.33

Subtotal
Sales Tax

Total

Received:
Visa
XXXXXXXXXXXX6819 SWIPED
Approved
Auth #: 016684

***** PROMO\COMBO SAVINGS:

047502700054
Pos:2 Clerk:138 05/16/2015 13
#ORIGINAL RECEIPT

*** HOTEL DE ***

a quinta

BBQ Sauce

55.28

Know You Have A Choice, Thank You for
osing Alice's NY Pizza

ER ONLINE: ALICESNYPIZZA.COM

MARIACHI GRILL
45 FANNIE LN
LONOKE, AR 72086

05/14/2015 16:13:21

CREDIT CARD
VISA SALE

CARD #	XXXXXXXXXXXX6819
INVOICE	0026
SEQ #:	0026
Batch #:	001678
SERVER	0001
Approval Code:	014341
Entry Method:	Swiped
Mode:	Online
PRE-TIP AMT	$18.10
TIP	5.00
TOTAL AMOUNT	23.10

CUSTOMER COPY

SAFEWAY

STORE MGR DOMINIQUE WESTL 301-28
THANK YOU FOR SHOPPING WITH U

MR FUEL PREPAY SALE
**** TAX .00 BAL
VF DEBIT CARD

CHANGE

NUMBER OF ITEMS = (
4/30/15 12:23 1344 45 0106 371

YOUR CASHIER TODAY WAS GE

Welcome Club Member!

GAS POINTS EARNED TODAY

TOTAL

Points Towards Next Reward 2
GAS REWARDS AVAILABLE
Gas Rewards Expiring 04/30/15

LET US HEAR FROM YOU!
1-877-723-3929 or visit SAFEWAY.

SAFEWAY STORE #1344
3129 MARSHALL HALL RO
BRYANS ROAD, MD 20616
301-283-6074

EFT DEBIT SALE 04/30/15 12:23
CARD # 9848 PRIMARY
TOTAL TRANSACTION AMOUNT

REF:150430122308

192

UY ONE GET ONE FREE QUARTER POUNDER
W/CHEESE OR EGG MCMUFFIN
o to www.mcdvoice.com within 7 days
and tell us about your visit.
Validation Code:_____
Expires 30 days after receipt date.
alid at participating US McDonald's.
RT 2-BOX 428
MCDONALD'S #11681
MAX MEADOWS
VA
24360
! ! ! THANK YOU ! ! !
TEL# 276 637 6319 Store# 11681

1 May.13'15 (Wed) 13:02

Y SIDE 2 KVS Order 92

Y ITEM	TOTAL
1 Qtr Cheese Meal	5.99
1 Qtr Pounder Cheese	
NO Cheese	
1 M Coke	
1 Qtr Cheese Meal	5.99
1 M Coke	
2 Hamburger	2.00
Plain	
btotal	13.98
Tax	1.30
ke-Out Total	15.28
shless	15.28
ange	0.00

R# 86692302
RD ISSUER ACCOUNT#
sa SALE ********6819
THORIZATION CODE - 013161
Q# 236262

RECEIPT REQUIRED WITH REFUND!!!!
McDonald's Restaurant

1835 18th St N.W.
Washington DC. , 20009
(202) 387-0035

Date: Apr21'15 01:58PM
Card Type: Visa
Acct #: XXXXXXXXXXXX9622
Card Entry: SWIPED
Trans Type: PURCHASE
Trans Key: BIB004242032094
Auth Code: 021443
Check: 5242
Table: 26/1
Server: 128 Oscar C

Subtotal: 24.42
Tip:_____
Total:_____

Signature

I agree to pay above total according to my card issuer agreement.

* * * * Merchant Copy * * * *

The Mark Restaurant
601 E Main St
Weatherford, OK 7309
ph (580) 772-6092

Thank you for visitin

TABLE: Take Out 1 - 1 Gu
Your server was Erin
5/15/2015 7:51:47 PM - ID #:

ITEM

Grilled Chicken Salad
- Salad Dressing: Thousand Islar
Slice Of Pie

Subtotal
Total Taxes

Grand Total
Amount Due:

Credit Purchase
Name :RANDOLPH/CONNI
CC Type :VISA
CC Num :xxxx xxxx xxxx
Reference :342041
Approval :015373
Server :Erin P
Ticket Name :Take Out 1

Payment Amount:

Tip:

Total:

x _____
CUSTOMER COPY
I agree to pay the amount shown abo

Please Pay Server At Tab

Burger King #2538
301-375-9066
Marshall Hall Rd
Bryans Road MD 20616
301-375-9066

Server: Steve
05:20 PM
Order505/1

DOB: 05/11/2015
05/11/2015
4/40065

SALE

Visa 3145929
Card #XXXXXXXXXXXX9848
Magnetic card present: RANDOLPH CONNIE
Card Entry Method: S

Approval: 916168

Amount: $ 18.11

I agree to pay the above
total amount according to the
card issuer agreement.

X

Merchant Copy

SHELL
4995 N GRANITE REEF RD
SCOTTSDALE AZ 85251
57446137606

05/19/2015 6:14:59 PM
Register: 1 Trans #: 1019 Op ID: 1
Your cashier: CASHIER

NOBLE ROMAN $13.99 102

Subtotal = $13.99
Tax = $1.11

Total = $15.10

Change Due = $0.00

Credit $15.10

XXXX XXXX XXXX 6819 VISA
RANDOLPH/CONNIE D
INVOICE: 174029
AUTH 019394
Buyer agrees to pay the total, according
To the agreement with the card issuer

Save 10cpg instantly at Shell when you
earn 100 points at Fry's.

Pick up a brochure at your local Shell
for more details.

THANK YOU
COME AGAIN!

480-941-1556

Brent Weickert

Subject: FW: Deposits for home

From: Connie Randolph
Sent: Wednesday, July 02, 2014 12:57 PM
To: Brent Weickert
Subject: Deposits for home

I will have to pay the landlord by 7/15
Security Deposit - $ 2000.00
Rent from 7/15-7/30

I have already paid rent of $1385.00 for July - so half of that is 692.50.

Rick was on phone all afternoon an going at it again today to get some quotes to move. We are hoping someone get it done quickly - but damn it is expensive. Long way away!

Will keep you posted.

Connie Randolph
Accounting Manager
Natural Products Association
Washington, DC 20009
202-503-4723
202-223-0250 fax
crandolph@npainfo.org

Sender: You must seal flap before shipping.

Press here to seal. Press here to seal. Press here to seal.

Align top of FedEx

Align bottom of peel-and-stick airbill or pouch here.

Page 1 of 1

ORIGIN ID:BZSA (202) 517-1888
RICHARD OPARIL
PORZIO, BROMBERG & NEWMAN
1200 NEW HAMPSHIRE AVE NW

WASHINGTON, DC 20036
UNITED STATES US

SHIP DATE: 20JAN16
ACTWGT: 0.25 LB
CAD: 106984266/INET3730

BILL SENDER

TO OXNARD OFFICE OF APPEALS
UNEMPLOYMENT INSURANCE APPEALS BOAR
1901 N. RICE AVE., SUITE 300

OXNARD CA 93030

(805) 485-5389 REF: 19589.05001
INV:
PO: DEPT: DC

540J10B61/72/F

FedEx Express

THU - 21 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 0201 7754 5815 3217

XH OXRA

93030
CA-US BUR

earthsmart
FedEx carbon-neutral
delivery shipping

158396 REV 1/11 BP

RECEIVED JAN 22 2016 OXNARD

RT 328 1 10:30 B
ST F4 3217 01.22

EXHIBIT H

KATHLEEN M. HARTMAN, Esq. (219934)
SUREN N. WEERASURIYA, Esq. (278521)
CALLAHAN, THOMPSON, SHERMAN & CAUDILL, LLP
2601 Main Street, Suite 800
Irvine, California 92614
Tel: (949) 261-2872
Fax: (949) 261-6060
Email: khartman@ctsclaw.com
sweerasuriya@ctsclaw.com

Attorneys for Plaintiff,
BRENT WEICKERT

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

BRENT WEICKERT, Plaintiff, vs. NATURAL PRODUCTS ASSOCIATION, DANIEL FABRICANT and DOES 1-25, Defendants.	CASE NO. 2:15-cv-9874-JFW(JEMx) Hon. John F. Walter Courtroom: 16 **JOINT RULE 26(f) REPORT** HEARING: DATE: February 1, 2016 TIME: 8:30 a.m. DEPT: 16 Complaint Filed: December 7, 2015 Trial Date: None Set

Counsel for plaintiff Brent Weickert ("Plaintiff") and defendants Natural Product Association and Daniel Fabricant ("Defendants") have met and conferred and hereby submit this Joint Report pursuant to Federal Rules of Civil Procedure, Rules 26(f) and 16(b), Local Rules of the Central District of California, Rule 26-1, the Court's Standing Order dated December 28, 2015 (the "Order"). A completed chart of Schedule of Trial and Pretrial Dates is attached hereto as Exhibit A, and the individual issues address in the Order are listed below.

1. BASIS FOR THE COURT'S SUBJECT MATTER JURISDICTION, ISSUES REGARDING VENUE AND PERSONAL JURISDICTION AND REMAINING SERVICE ISSUES

Defendants removed Plaintiff's case to this Court on the grounds of diversity of citizenship jurisdiction, alleging in their removal papers that complete diversity of citizenship exists because Plaintiff is a citizen of California and Defendants are citizens of the District of Columbia and that the amount in controversy exceeds $75,000.00. At this stage, Plaintiff does not contest these allegations or that the Court has subject matter jurisdiction over his claims.

No issues exist with regards to Personal Jurisdiction. However, Plaintiff takes the position that this case should be transferred to the District Court of the District of Columbia, on the grounds that it is to the convenience of the parties and witnesses and in the interests of justice, to do so. Defendants are from Washington D.C. and Plaintiff has good-faith reasons to believe that most witnesses reside out there as well. The parties met and conferred pursuant to Local Rule 7-3 and have since agreed to stipulate to a transfer of venue pursuant to 28 U.S.C. §1404(a).

2. CHRONOLOGY OF FACTS AND STATEMENT OF PRINCIPAL FACTUAL ISSUES IN CASE

A. FACTUAL CHRONOLOGY

The Complaint alleges the following material facts:

- While employed by NPA, Plaintiff discovered that Fabricant was engaging in internally prohibited, unethical and illegal behavior as Defendant NPA's CEO;
- In May of 2015, Plaintiff wrote a lengthy letter to NPA's president, Roxanne Green, setting forth the particular issues he had discovered.
- Plaintiff's May 2015 letter to NPA's president explained that Fabricant was using company money to go to strip clubs with employees, using sexual innuendo and making sexual jokes at work, making discriminatory

remarks to female employees, asking employees to falsify time records and that employees including Plaintiff were retaliated against, for complaining of Fabricant's behavior.

- Plaintiff's correspondence to Ms. Green included contact information for other witnesses.
- Plaintiff subsequently learned that a female employee of NPA had been sexually assaulted by an Uber driver after a night out drinking with Fabricant which resulted in Fabricant eventually placing the significantly intoxicated female employee into the car of the driver that assaulted her.
- Plaintiff sent a letter to NPA's board of directors, advising them of the assault and Fabricant's conduct. He further detailed to the board, conduct by Fabricant that appeared to be merely retaliatory and in response to Plaintiff's prior complaints.
- The individual that advised Plaintiff of the sexual assault was terminated in August of 2015 and Plaintiff was terminated on or about October 15, 2015.

Defendants allege that NPA did a thorough investigation of Plaintiff's complaints. Defendants claim that the decision to terminate Plaintiff was unrelated to his complaints about Fabricant. Defendants contend that Plaintiff was terminated for good cause because NPA discovered Plaintiff was engaged in financial improprieties and other behavior in violation of NPA's policies and because of financial hardship on the company.

B. PRINCIPAL FACTUAL ISSUES

- Whether NPA was aware of Fabricant's conduct when it rehired him;
- Whether NPA investigated Fabricant's conduct after receiving either or both complaints from Plaintiff;
- Whether Plaintiff engaged in any financial improprieties that resulted in his termination;

3. DISPUTED POINTS OF LAW

Presently, the following issues are in dispute: 1) whether Plaintiff can maintain his hostile work environment claim despite not being the target of any harassment; 2) whether Plaintiff's Negligent Retention and Hiring claim is preempted by the Workers' Compensation Exclusivity provision; and 3) whether Plaintiff's Intentional Infliction of Emotional Distress claim is preempted by the Workers' Compensation Exclusivity provision.

A. PLAINTIFF'S POSITION

Plaintiff contends that the Complaint alleges facts sufficient to state a claim for hostile work environment. Also, Plaintiff may be a victim of harassing conduct even if it is not directed at him or her and is aimed at others in the workplace. *Lyle v. Warner Bros. Television Productions* 38 Cal.4th 264, 284-285 (2006); *Gleason v. Mesirow Fin'l, Inc*. 118 F.3d 1134, 1144 (7th Cir. 1997); *Kortan v. California Youth Auth.* 217 F.3d 1104, 1110 (9th Cir. 2000). Plaintiff contends that there is case law holding that this claim is not barred by the workers' compensation exclusivity rule. In California, an injury is compensable for purposes of workers' compensation exclusivity if two conditions exist: 1) plaintiff is seeking to recover for an *industrial personal injury or death* sustained in and arising out of and in the course and scope of employment; and 2) the acts or motives giving rise to the injury constitute a risk reasonably encompassed within the compensation bargain. *Stiefel v. Bechtel Corp.*, 497 F.Supp.2d 1138 (S.D. Cal. 2007). Because Plaintiff is not seeking damages for industrial injuries, this cause of action is not preempted by the exclusivity provision.

Plaintiff contends that there is ample case law holding that this claim is not barred by the workers' compensation exclusivity rule. See for example, *Onelum v. Best Buy Stores L.P.*, 948 F. Supp. 2d 1048 (2013). The exclusivity rule does not preempt emotional distress claims resulting from unlawful harassment, discrimination or other misconduct that "exceed(s) the normal risks of the employment relationship."

Livitsanos v. Sup.Ct. (Continental Culture Specialists, Inc.) 2 Cal.4th 744, 756 (1992); *Nazir v. United Airlines, Inc.* 178 Cal.App.4th 243, 288 (2009).

B. DEFENDANTS' POSITION

Defendants contend that Plaintiff's complaint failed to state a claim for hostile work environmental. Defendants argue that Plaintiff must be personally subjected to the harassment to support a claim for hostile work environment. *McCoy v. Pacific Maritime Assn.*, 216 Cal. App. 4th 283, 293, 158 Cal. Rptr. 851 (2013); *Fisher v. San Pedro Peninsula Hospital*, 214 Cal. App. 3d 590, 611 262 Cal. Rptr. 842 (1989). The Complaint alleges that Plaintiff only heard about the harassment from others; he did not personally witness the harassment. Defendants requested that Plaintiff dismiss this cause of action.

Defendants contend that Plaintiff's claim for negligent hiring and retention is barred by the workers' compensation exclusivity rule. Defendants argue that this cause of action is a claim for negligence and case law states that claims for negligence fall within the workers' compensation exclusivity rule. Defendants contend there is ample case law supporting holding that a negligent hiring and retention claims is barred under workers' compensation laws. For example, see *Coit Drapery Cleaners, Inc. v. Sequoia Ins. Co.*, 14 Cal. App. 4th 1595, 18 Cal. Rptr. 2d 692 (1993). Defendants requested that Plaintiff dismiss this cause of action.

Defendants contend that Plaintiff's claim for intentional infliction of emotional distress is barred by the workers' compensation exclusivity rule. Plaintiff's emotional distress injury arose from action taken as a result of his voicing concerns about Defendant Fabricant's behavior. This conduct clearly arises within the normal scope of employment, and thus, falls within the workers' compensation exclusivity rule. *Cole v. Fair Oaks Fire Protection Dist.* (1987) 43 Cal.3d 148, 160; *Shoemaker v. Myers* (1990) 52 Cal.3d 1, 25; *Miklosy v. Regents of University of California* (2008) 44 Cal.4th 876. Defendants requested that Plaintiff dismiss this cause of action.

Defendants contend that Paragraph 14 of Plaintiff's Complaint is double hearsay in that Plaintiff heard about the alleged sexual assault from an employee who in turn, heard it from the alleged victim. Defendant contends that Paragraph 14 is immaterial in that it does not pertain to the issues in question and is scandalous in that it is derogatory. *Shinde v. Nithyananda Found.*, No. 13-0363, 2013 WL 1953707, *2 (C.D. Cal. May 10, 2013). Defendants requested that Plaintiff strike Paragraph 14 from the Complaint.

4. <u>STATUS OF ALL PRIOR PENDING MOTIONS AND ANTICIPATED MOTIONS</u>

The parties recently met and conferred again regarding Defendants' Motion to Dismiss pursuant to Rule 12(b)(6) and Defendants filed a Supplemental Joint Statement Regarding a Meet and Confer under L.R. 7-3 and an Amended Notice of Motion and Motion to Dismiss on January 21, 2015. The parties have also met and conferred regarding a Motion to Transfer Venue pursuant to 28 U.S.C. §1404(a) and have agreed to stipulate to a transfer for the convenience of the parties and witnesses. The parties have agreed to continue the hearing on Defendants' Motion to Dismiss until after the Court makes a determination regarding venue transfer.

5. <u>AMENDMENTS AND DISMISSALS</u>

Presently, Plaintiff does not intend on amending his pleadings with additional parties or claims, but reserves the right to do so, upon the discovery of information and evidence warranting any such amendments. Plaintiff does not intend on dismissing any claims at this stage. Plaintiff proposes a deadline of June 01, 2016, for amending pleadings. Defendants propose a deadline of April 1, 2016, for amending pleadings or adding parties.

6. <u>INITIAL DISCLOSURES</u>

The parties agreed to exchange initial disclosures by February 15, 2016.

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7. DISCOVERY

To date, the parties have not engaged in any discovery, as this case is at the pleadings stage and Defendants intend to move to dismiss some of Plaintiff's claims. It would be impractical to commence discovery until these issues are resolved.

Plaintiff anticipates issuing interrogatories, requests for admission and requests for production of documents regarding Fabricant's conduct that Plaintiff complained of, Roxanne Green and the Board of Directors' investigations into Plaintiff's complaints, NPA's investigations into Plaintiff's alleged financial improprieties, and the decision making process for terminating Plaintiff. Plaintiff will also take depositions pursuant to Rule 30(b)(6), of Defendants' representatives with knowledge of the aforementioned facts. Plaintiff will also take the deposition of Mr. Fabricant, Ms. Green, the employees subjected to Fabricant's conduct, as alleged in the Complaint and any other employees of NPA that participated in the decision to terminate Plaintiff.

Defendants anticipate propounding document requests, interrogatories, requests for admission and serving subpoenas relating to: (1) Plaintiff's complaints regarding Fabricant; (2) Plaintiff's interaction with Fabricant; (3) Plaintiff's work performance while employed at NPA; (4) NPA employee's alleged complaints against Fabricant; (5) Plaintiff's attempts to mitigate his damages; (6) medical and psychological treatment and history of Plaintiff; and (7) any other documents which relate to Plaintiff's claim of damages. Defendants intend to take the deposition of Plaintiff, employees who allegedly complained to Plaintiff about Fabricant, and potentially other witnesses identified through further discovery.

The parties propose that no changes should be made to the timing, form, or requirement for disclosures under Rule 26(a) and will make initial disclosures on or before February 15, 2016. Moreover, the parties agree that discovery need not be conducted in phases and that it should not be limited to or focused on any particular issue. Defendants would request, however, that the Court have an opportunity to rule

on Defendants' dispositive motion before the parties engage in the potentially expensive and fact-intensive discovery proposed above.

The parties are presently unaware of any particular issues with regards to ESI. To the extent that either party seeks ESI in discovery, responsive information should be produced in native format, where possible, and otherwise, in pdf format. The parties are presently unaware of any specific issues of privilege but believe that document requests are likely to implicate privilege and privacy concern. To the extent they do, the parties will meet and confer and agree upon a stipulated protective order to submit for Court approval.

The Court need not issue any orders under Rule 26(c) or Rule 16(b) or (c).

The parties propose that fact discovery be completed by December 19, 2016.

8. <u>RELATED PROCEEDINGS</u>

There are no related proceedings that the parties are aware of.

9. <u>RELIEF AND DAMAGES</u>

Plaintiff seeks actual and punitive damages, as well as reasonably incurred attorney's fees and costs. Plaintiff will specifically seek lost wages consisting of prior lost earnings and future lost earnings.

10. <u>CERTIFICATION OF INTERESTED PARTIES</u>

Plaintiff filed his certification of interested parties on January 22, 2016. Plaintiff did not disclose any interested parties. Defendant NPA filed its certification on December 23, 2015, and did not disclose any interested parties either.

11. <u>APPROPRIATE LAST DATE FOR COMPLETION OF DISCOVERY, MOTION HEARINGS, PRE-TRIAL CONFERENCE AND TRIAL</u>

The parties propose the following deadlines:

- December 19, 2016: Fact discovery;
- October 24, 2016: Deadline for Plaintiff disclosure of expert witnesses and providing expert witness reports;

- October 24, 2016: Deadline for Defendants disclosure of expert witnesses and providing expert witness reports;
- November 14, 2016: Deadline for Plaintiff and Defendants rebuttal experts and exchange of reports;
- December 19, 2016: Deadline for completing expert discovery
- January 30, 2017: Deadline for completing motion practice;
- February 27, 2017: Pre-Trial Conference;
- March 20, 2017: Trial.

12. <u>TRIAL</u>

This case will be to a jury and the parties estimate trial taking five (5) to seven (7) days.

13. <u>SETTLEMENT</u>

Plaintiff made a settlement demand before filing his lawsuit but the parties have not discussed settlement since then. Pursuant to Local Rule 16-15.4, the parties will participate in a private dispute resolution proceeding.

14. <u>COMPLEX</u>

The parties agree that the Manual on Complex Litigation need not be utilized in this case.

15. <u>DISPOSITIVE MOTIONS</u>

Defendants intend on filing a partially dispositive motion. Specifically, Defendants intend on filing a Motion to Dismiss pursuant to Rule 12(b)(6) with regards to Plaintiff's claims for Negligent Retention and Hiring, Intentional Infliction of Emotional Distress and Hostile Work Environment. Defendants reserve the right to file additional dispositive motions as discovery progresses.

16. <u>UNUSUAL LEGAL ISSUES</u>

None at this time.

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17. BIFURCATION AND SEVERANCE

The parties do not request bifurcation of this case or any facet thereof.

Dated: January 22, 2016

LightGabler

By: **/S/ Darth K. Vaughn**
Jonathan Fraser Light
Darth K. Vaughn
Brier Miron Setlur
Attorneys for Defendants
Natural Products Association and Daniel Fabricant

Dated: January 22, 2016

CALLAHAN, THOMPSON, SHERMAN &CAUDILL

By: **/S/ Kathleen M. Hartman**
Kathleen M. Hartman
Suren N. Weerasuriya
Attorneys for Plaintiff
Brent Weickert

EXHIBIT A:

JUDGE JOHN F. WALTER

SCHEDULE OF TRIAL AND PRETRIAL DATES

Matter	Time	Weeks before trial	Plaintiff's (Request)	Defendant's (Request)	Court's Order
Trial (jury) (court) Estimated length: 5-7 days	8:30 am		3/20/17	3/20/17	
[Jury trial] Hearing on Motions in Limine; Hearing on Disputed Jury Instructions	10:00 am	-1	3/13/17	3/13/17	
Pretrial Conference; File Proposed Voir Dire Qs and Agreed-to Statement of Case.	10:00 am	-3	2/27/2017	2/27/2017	
Submit Pre-Trial Conf. Order; File Motions in Limine; Memo of Contentions of Fact and Law; Pre-Trial Exhibit Stipulation; Summary of Witness Testimony and Time Estimates; File Status Report re: Settlement; File Agreed Upon Set of Jury Instructions and Verdict Forms; File Joint Statement re Disputed Instructions, Verdicts, etc.		-4	2/20/2017	2/20/2017	
Last day for hearing motions	1:30 p.m.	-6	2/6/2017	2/6/2017	
Discovery cut-off		-10	1/9/2017	1/9/2017	
Last day to file Joint Report re: results of Settlement Conference		-19	11/7/2016	11/7/2016	
Last date to conduct Settlement Conference		-20	10/31/2016	10/31/2016	
Last to Amend Pleadings or Add Parties			6/1/2016	4/1/2016	

EXHIBIT I

KATHLEEN M. HARTMAN, Esq. (SBN 219934)
SUREN N. WEERASURIYA, Esq. (SBN 278521)
CALLAHAN, THOMPSON, SHERMAN & CAUDILL, LLP
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Attorneys for Plaintiff,
BRENT WEICKERT

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

BRENT WEICKERT Plaintiff, vs. NATURAL PRODUCTS ASSOCIATION; DANIEL FABRICANT and DOES 1-25, inclusive, Defendants.	Case No.: 15-CV-9874-JFW (JEMx) Judge: John F. Walter Dept: 16 Mag. Judge: John E. McDermott Complaint Date: 12/7/2015 **STIPULATION TRANSFERRING VENUE PURSUANT TO 28 U.S.C. §1404(a)**

Plaintiff, Brent Weickert, and Defendants, Natural Productions Association ("NPA") and Daniel Fabricant ("Fabricant") (collectively "Defendants"), hereby agree and stipulate as follows:

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1. WHEREAS, Plaintiff filed a Complaint against Defendants on or about December 04, 2015, in the Superior Court of California, County of San Luis Obispo;

2. WHEREAS, Defendants removed this case to the United States District Court for the Central District of California, on or about December 23, 2015 [ECF Doc. #1];

3. WHEREAS, Defendants filed an Amended Motion to Dismiss Plaintiff's Complaint pursuant to Rule 12(b)(6), on or about January 21, 2016 [ECF Doc. No. 30];

4. WHEREAS, the parties met and conferred pursuant to Local Rule 7-3 on or about January 13, 2016 and again, on or about January 22, 2016 regarding a transfer of venue pursuant to 28 U.S.C. §1404(a), from the United States District Court for the Central District Court of California to the United States District Court for the District of Columbia.

5. WHEREAS, a transfer of venue pursuant to 28 U.S.C. §1404(a) is for the convenience of all parties and witnesses and in the interests of justice.

6. WHEREAS, a transfer of venue pursuant to 28 U.S.C. §1404(a) is for the convenience of all parties because Defendants reside in the District of Columbia and Plaintiff will have easier access to non-party witnesses residing in the area;

7. WHEREAS, a transfer of venue pursuant to 28 U.S.C. §1404(a) is for the convenience of witnesses because all witnesses with the exception of Plaintiff and perhaps one other witness, reside in the District of Columbia;

8. WHEREAS, a transfer of venue pursuant to 28 U.S.C. §1404(a) is in the interests of justice because many of the events alleged in the Complaint took place in Washington D.C. and the District Court for the District of Columbia had approximately fifteen percent (15%) of the number of cases that the Central District of California did, as of June 30, 2015[1];

[1] http://www.uscourts.gov/statistics/table/na/federal-court-management-statistics/2015/06/30-3

9. WHEREAS, the District Court for the District of Columbia has subject matter jurisdiction over Plaintiff claims because complete diversity of citizenship exists between the parties and the amount in controversy exceeds $75,000.00;

10. WHEREAS, the District Court for the District of Columbia has personal jurisdiction over Defendants because they reside in the District of Columbia and were personally served with Plaintiff's lawsuit while physically present in the District of Columbia;

11. WHEREAS, the District Court for the District of Columbia is a proper venue because all Defendants reside in the District of Columbia;

12. WHEREAS, the District Court for the District of Columbia is required to apply California law to Plaintiff's claims;

13. WHEREAS, the parties stipulated to seek an order transferring venue for good-cause and not for the purpose of delaying the proceedings;

IT IS HEREBY STIPULATED between the parties that the Court should enter an Order pursuant to 28 U.S.C. §1404(a), transferring this entire from the United States District Court for the Central District of California to the District Court for the District of Columbia and California law shall apply to Plaintiff's claims.

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Attestation pursuant to L.R. 5-4.3.(a)(2)(i)

I, Kathleen M. Hartman, attest that the other signatory to this filing, Darth K. Vaughn, concurs with the contents of this stipulation and has authorized the filing. Mr. Vaughn has authorized me to affix his electronic signature to this document.

DATED: January 26, 2016

CALLAHAN, THOMPSON, SHERMAN & CAUDILL, LLP

By *<u>/s/ Kathleen M. Hartman</u>*
KATHLEEN M. HARTMAN
SUREN N. WEERASURIYA
Attorneys for Plaintiff
BRENT WEICKERT

DATED: January 26, 2016

LIGHTGABLER

By *<u>/s/Darth K. Vaughn</u>*
DARTH K. VAUGHN
BRIER M. SETLUR
Attorneys for Defendants
NPA AND DANIEL FABRICANT

EXHIBIT J

PERSONNEL HANDBOOK

FOR

NATURAL PRODUCTS ASSOCIATION

Effective November 4, 2014

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INTRODUCTION

Welcome to Natural Products Association.

The Natural Products Association ("NPA" or the "Association") is a not-for-profit tax exempt corporation serving the "Health Foods and Natural Products" industry.

The Association was founded in 1936 as the National Dietary Foods Association and is the only trade organization serving all segments of the industry. The Association's present name was adopted in 2006 as being more descriptive and accurate.

The Association's membership consists of independent and chain retailers, manufacturers, distributors, wholesalers, suppliers and brokers, industry consultants, publishers and nutritional professionals. Like other trade organizations, the NPA is involved in educational services, industry developments, new products, member concerns, activities, and new and proposed state and federal regulations.

The Association's bylaws stress membership adherence to NPA's Code of Ethics and Board approved guidelines established by the Committee for Product and Label Integrity (ComPLI). NPA maintains close ties with similar trade groups around the world and works toward solving mutual problems, exchanging information and helping develop domestic and foreign trade.

A twenty-two member, voluntary, Board of Directors guides the affairs of the Association and establishes staff operating policies. The Board is composed of representatives from the two major membership categories (retailers and manufacturers/distributors/suppliers). The Board generally meets in person two to three times yearly and as needed on a teleconference basis.

A five member Executive Committee of the Board of Directors, consisting of the President, President-Elect (or past President), Treasurer, Chairperson of the Supply Council and the Chairperson of the Retail Council, has authority to act on the Association's behalf between meetings of the Board of Directors.

All of the Association's affairs, projects and activities are carried out and administered by NPA's Executive Director/CEO and Association staff members.

This handbook represents our latest Association benefits and policies. It is designed to acquaint you with the Association and its rules and regulations, and to help you to operate effectively and efficiently within Association policy. The handbook also explains the employment benefits of NPA. These policies are not meant to explain every employment situation. They will, however, serve as guidelines.

While NPA believes wholeheartedly in the plans, policies, rules, and procedures set forth in this personnel handbook, <u>nothing set forth in the personnel handbook is intended to constitute an employment contract or otherwise to alter in any manner the at-will relationship between you and NPA. Either you or NPA may terminate the employment relationship at any time with or without notice and for any lawful reason or for no reason.</u>

With the exception of its policy of at-will employment, whether or not a specific policy is set forth here, the Association reserves the right to modify, revoke, suspend, terminate or change

any or all of its plans, policies or procedures, in whole or in part, at any time, with or without notice, without creating terms of employment inconsistent with the at-will nature of your employment.

By accepting employment with NPA, you agree to conform to NPA's rules and regulations.

No employee or representative of the employer is authorized to enter into any agreement of employment for any specific period of time or to make any agreement, express or implied, inconsistent with at-will employment or with any other provisions or policies of the employer except by written authorization signed by the Executive Director/CEO of NPA, with the approval of the Board of Directors.

This handbook became effective on August 1, 2014 and supersedes any prior handbook or policy directive.

Equal Employment Opportunity

It is NPA's policy to provide equal employment opportunity for all applicants and employees. NPA does not unlawfully discriminate on the basis of race, color, religious creed, national origin, sex (including pregnancy, childbirth, or related medical condition), sexual orientation, ancestry, age, medical condition, physical or mental disability, veteran status, marital status, family leave care status or any other classification protected by applicable federal, state or local law. The Association also prohibits the harassment of any individual on any of the bases listed above. Our policy of equal employment opportunity applies to all areas of employment, including recruitment, selection for training, hiring, training, promotion, demotion, termination, transfer, lay-off and recall, salaries, wages, compensation, other benefits, social and recreational programs and all other terms and conditions of employment.

Any incident of discrimination or harassment, including work-related harassment by Association personnel or any other person, should be reported to the employee's supervisor, to any other supervisor or department head, to the Sr. Vice President/CFO, or to the Executive Director/CEO.

It is the responsibility of every supervisor, manager and employee to conscientiously follow this policy.

If you have any questions regarding this policy, you should discuss them with the Executive Director/CEO or the Sr. Vice President/CFO.

Employee Relations

Our sincere conviction is that the best and most rewarding employee-management system results from a direct relationship between management and employees. No company is free from day-to-day problems, but we believe we have personnel policies and practices to help resolve problems. All of us must work together to make the organization viable and healthy.

We encourage you to bring your problems to your supervisor or any other member of management whom you feel can help you; we, in turn, promise to listen to your concerns with

respect and do our best to solve your problems. Management accepts responsibility to provide favorable working conditions, and competitive pay and benefits.

The Employment Relationship

The employer certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. TO PROTECT BOTH PARTIES' RIGHTS, IT SHOULD BE REMEMBERED THAT THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT WILL, AT THE OPTION OF ANY EMPLOYEE OR THE EMPLOYER. Moreover, no one in the organization, other than the Executive Director/CEO, has the authority or legal ability to modify the at-will nature of the employment relationship. The Executive Director/CEO can only do so if it is done specifically in a written agreement that is signed both by the Executive Director/CEO and the employee. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

PAYROLL, SCHEDULING, AND OVERTIME PRACTICES

Attendance

Regular attendance and promptness are major elements in the success of NPA. Poor attendance places undue hardship upon fellow employees by requiring them to perform the work normally assigned to the person who fails to report to work when scheduled. While the association fully complies with the requirements of the law, excessive absenteeism or tardiness may lead to disciplinary action, up to and including discharge, unless such absenteeism or tardiness is due to the employee's care of an ill child, parent, spouse, or domestic partner.

If you are not going to be at work for any reason, you must call your supervisor before 8:45 a.m. or within 30 minutes after the beginning of your working shift on each day and explain that you will be absent from work or that you anticipate being late for work. If your supervisor is not available, you must speak to the Executive Director/CEO or Sr. Vice President/CFO. Do not leave a message with another employee, or merely on voice mail, in case that employee is absent as well. Except in the case of an emergency, the Association expects you personally to call and report your reasons for not being at work on time or for being absent.

Should you fail to report for work or call in for a period of three (3) consecutive working days, NPA will assume that you have abandoned your job and will treat your unreported absence as a voluntary employment termination.

Working Hours

Our standard workweek begins at 12:01 a.m. Sunday and ends at midnight the following Saturday. NPA's basic day of work for full-time employees is eight hours, exclusive of the meal period. The working hours are from 8:45 a.m. to 5:30 p.m. NPA is mindful that employees may have the occasional need to alter their work schedule to meet certain personal obligations.

NPA, in its sole discretion, may accommodate an employee by authorizing an alternative work schedule. Please talk to your immediate supervisor to request this accommodation. Additionally, flexible starting and stopping times for work may be available depending upon the needs of each department. In addition, the hours for lunch and breaks may vary from department to department. Ask your supervisor to explain these variations.

Rest and Meal Periods

Employees shall take a 10-minute rest period for every four (4) hours worked. Generally, the rest periods are taken mid-morning and mid-afternoon. Employees may not work for more than five (5) hours without taking a meal period. An employee may not work more than ten (10) hours without taking a second meal period. NPA policy requires that the first meal period of the day be forty-five (45) minutes in length. The second meal period must be at least one-half (1/2) hour in length. During the meal periods you are not required to perform work, and you may leave the premises. During a normal workday your first meal period should be scheduled between 11 a.m. and 2 p.m. Employees should coordinate the scheduling of their meal period to accommodate the duties of their position.

Timekeeping

All employees are required to maintain a record of his/her hours worked. Employees are required to provide a written or electronic record of the hours worked during the previous work week to the Sr. Vice President/CFO each Monday before 10:00 a.m. Falsification of time records may lead to disciplinary action, up to and including termination. Falsification includes, but is not limited to, keeping records for other employees, asking other employees to falsify, or falsifying your own records.

To ensure the accuracy of all time records, employees may be asked to sign a statement similar to the following at the conclusion of each pay period:

> "I hereby attest that the time and hours recorded on this time record accurately and fully identify <u>all</u> time that I have worked during the designated pay period and that I have taken all meal and rest periods as required by law and provided by NPA policy. I further acknowledge that I have not violated any policy of the employer during the pay period, including, but not limited to the employer's policy against working unauthorized overtime. In addition, I acknowledge that I have not sustained any work-related injury, either physical, emotional or psychological, during the pay period."

Employee Status, Categories and Overtime

Non-exempt employees, as defined by applicable law, are required to keep track of their hours worked and will be paid overtime pay in accordance with applicable law; generally for work in excess of forty (40) hours in a work week or in excess of eight (8) hours per work day. <u>All overtime must be assigned by your immediate supervisor and approved by the Executive Director/CEO or Sr. Vice President/CFO before you work any overtime</u>.

Exempt employees, as defined by applicable law, including exempt executive, administrative, supervisory, and professional employees, are not eligible for overtime.

In addition to being exempt or nonexempt, each employee may belong to one other employment category:

REGULAR FULL-TIME employees are those who work NPA's normal work week (30 hours or more) and are eligible for all NPA benefits upon completion of 90 days of full-time service.

REGULAR PART TIME employees are those whose employment is planned and scheduled for the foreseeable future based on a work week less than 30 hours.

TEMPORARY employees are hired for a specific job or a specific period of time and may work either full time or part time.

The foregoing categories are provided as a guideline only. Some employees may fall into categories not referenced herein. Should you have questions regarding your particular employment category, you should contact the Sr. Vice President/CFO.

Compensatory Time Off

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation. The company does not maintain any compensatory time off plan or arrangement. Accordingly, any time off that is provided an exempt employee is done on an informal basis. Neither extra compensation nor compensatory time off will, under any circumstances, be owed or payable to an exempt employee upon separation from the company's employ for any reason.

Non-exempt employees are entitled to overtime pay whenever they perform overtime work. The company does not permit non-exempt employees to take time off in lieu of receiving overtime pay.

Make-Up Time

Employees who miss scheduled work as a result of personal obligations may request the opportunity to make up the amount of time missed on another day in the same workweek. Employees who receive prior approval to make up missed time may do so in the same workweek in which the time was missed. Time that is made up under this policy will be compensated at a "straight-time" rate. In order to qualify, the make-up time must not cause the employee to exceed 11 hours in any workday or 40 hours in the workweek. The employee must also submit a signed request to make up the missed time at straight time for each occasion that make-up work is requested.

Time may be made up only if the employee's written request is approved in advance by the Executive Director/CEO or Sr. Vice President/CFO. The Executive Director/CEO and Sr. Vice President/CFO have the sole and absolute discretion to approve a request, in writing, as a courtesy to an employee when circumstances make such approval appropriate.

Payday

Payday for all employees is the fifteenth (15th) and the last day of each month. If the fifteenth or the last day of the month falls on a Saturday, Sunday, or legal holiday, you will receive your paycheck on Friday or the day preceding legal holiday.

Annual Review and Wage Adjustment

Written performance reviews will be conducted periodically during your employment. In addition, the employer periodically evaluates the salary and wage rates paid to employees. Although performance reviews and wage evaluations are typically done annually, usually at or near the end of the calendar year, wage adjustments can occur at other times, at the sole discretion of the employer. Satisfactory performance reviews will not necessarily result in wage or salary increases. Likewise, a single unsatisfactory performance review typically will not result in wage or salary decreases.

Lactation Accommodation

Employees who wish to express breast milk while at work may request the opportunity to do so. Efforts will be made to accommodate eligible employees by allowing them to express milk in a private area. Where an employee has a private office, it may be used for that purpose. Employees can exercise this privilege during their regular rest periods when possible. If it is not possible to exercise this privilege during a regular rest period, employees can arrange with their supervisors to take additional time or express breast milk at a different time. The time will be paid when employees use their regular rest periods to express breast milk. In some instances, where special accommodations are made and a non-exempt employee receives time off in addition to her rest period to express breast milk, the additional time may be unpaid.

GENERAL AND LEAVE BENEFITS

Introductory Statement Regarding Benefits

The employer has established a number of employee benefit programs for its eligible employees. Although this handbook does not restate all of the features of these benefit programs, it provides brief summaries to acquaint employees with some of the programs. It is important that the employees remember that additional terms, conditions, and limitations regarding program eligibility and benefit entitlement often exist. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in the handbook and the terms of the official plan documents, the provisions of the official plan documents, as interpreted in the sole and absolute discretion of the plan administrator, shall control.

In addition, while it is the employer's present intention to continue these benefits, the employer reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice. Finally, neither the

benefit program nor their descriptions are intended to create any guarantees regarding employment of continued employment. As noted elsewhere in the handbook, employment relationships are for in indefinite term and are terminable at will, either at the option of the employee or the employer.

Once employees satisfy certain eligibility requirements, they may participate in the company's total benefit program that features:

Holiday Benefits
Health Insurance
Dental Insurance
Vision Insurance
Life Insurance
Travel Accident Insurance
Paid Time Off
Disability Insurance
Retirement Plans
Section 125 Plan
Health and Wellness Plan

Change of Employee Information

It is important that you keep your supervisor and the Sr. Vice President/CFO informed of any changes in important information. Your present address and phone number are essential for many purposes, including mailings from the employer to your home, and it is your responsibility to inform the employer immediately of any changes. If your marital status or dependents change, you may have to change the number of exemptions claimed for income tax withholding purposes and to add or delete members of your family to the employer's health insurance plans.

Holidays

The company recognizes the importance of leisure time in achieving greater productivity, and provides full-time employees with the following paid holidays each year. Full-time employees will receive a day off with pay on each of the following recognized holidays.

New Year's Day
Martin Luther King Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If one of the recognized holidays falls on a Sunday, it will be observed on Monday. If the

holiday falls on Saturday it will be observed on the preceding Friday.

To be eligible for holiday pay an employee must be a full-time active employee, and the observed holiday must fall on a day in which the employee is normally scheduled to work. Part-time and temporary employees are ineligible for holiday benefits and do not receive pay for holidays. All employees are ineligible for holiday benefits for holidays that occur while they are on any voluntary, employer mandated, or government mandated leave of absence.

Paid Time Off

The company maintains a Paid Time Off ("PTO") program that combines vacation and sick benefits into a single PTO bank for eligible employees to provide them with the flexibility to meet both their work and personal needs. PTO can be used by eligible employees for any reason (e.g., vacation, illness, medical appointments, personal business).

Only regular, full time employees are eligible for PTO. There are no PTO benefits for part-time or temporary employees. Full time employees are not eligible to take PTO until three (3) months after the date of hire or change in status to full time employment.

All Staff other than those at or above vice-president level accrue PTO leave based on the following schedule:

Total Years of Service	PTO Days Per Year	PTO Accrual Rate (Hours per Month)
0-5	15	10.0
5+	20	13.3

Employees at or above the vice-president-level accrue PTO based on the following schedule:

Total Years of Service	PTO Days Per Year	PTO Accrual Rate (Hours per Month)
0-2	15	10
2-5	20	13.3
5+	25	16.7

Employees are strongly encouraged to take their PTO within the year after it has been earned. Any employee hired prior to September 1, 2009 may accrue a maximum of two hundred forty (240) hours of PTO. Any employee hired after August 31, 2009 may accrued a maximum PTO balance of no more than the employee's annual PTO accrual rate (monthly PTO accrual rate times twelve). Once an employee has accrued the maximum amount of unused PTO, no additional PTO will accrue until the employee uses some of the accrued PTO and reduces the accrued balance to less than the maximum amount. Employees do not receive pay in lieu of taking accrued PTO, except upon termination of employment.

Employees do not accrue PTO during any unpaid leave of absence or while on disability salary continuation. PTO accruals recommence when the employee returns to work. Employees must coordinate their PTO with their immediate supervisor in advance. To avoid conflicts, employees

should schedule their PTO leave with their supervisor as far in advance as possible. In any event, employees should request PTO time off, in writing, at least two (2) weeks before the proposed beginning date of the PTO.

If PTO cannot be scheduled in advance, such as in the case of illness, the employee's supervisor should be contacted as soon as possible, but no later than the scheduled time of arrival. Employees are expected to call in their absence on a daily basis unless other arrangements have been agreed to by the employee and the supervisor. In any event, employees are obligated to keep their supervisor informed of their absence and expected date of return.

EXCEPT IN CASES OF AN EMPLOYEE'S ILLNESS, EMERGENCY, CARE FOR AN ILL CHILD, PARENT, SPOUSE, OR DOMESTIC PARTNER, OR OTHER LEAVE PROTECTED BY LAW NO PTO MAY BE TAKEN DURING THE THIRTY (30) PRESCEDING, OR DURING, A MAJOR EVENT AFFECTING NPA, AS "MAJOR EVENT" IS DEFINED BY THE EXECUTIVE DIRECTOR/CEO. A "MAJOR EVENT" includes NPA's annual convention and trade show and such other events as designated by NPA. NPA will, however, provide 60 days written notice of a "MAJOR EVENT", if possible.

Employees who fail to return to work on the first scheduled work day after the expiration of a PTO leave may be considered to have resigned from their employment as of that date, at the sole and absolute discretion of the employer.

Severance Pay

NPA does not provide severance pay to employees who terminate employment voluntarily of involuntarily.

Compassion Leave

In the case of a death of an immediate member of an employee’s family the Association will authorize a paid leave of absence immediately following the death of up to three (3) consecutive working days. "Immediate family" is defined as mother, father, mother-in-law, father-in-law, spouse, child, step-children, brother or sister, or grandparents of yours or your spouse.

Jury Duty Leave

It is the employer’s policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify his/her supervisor immediately. All active full-time employees who have completed 90 days of employment will be paid their regular wages while on jury duty (less amounts received from the court for jury duty) up to a maximum of 10 working days of jury service each calendar year. After the 10-day period has elapsed, an employee may use their earned PTO to extend the paid leave of absence for jury duty. A personal leave may be used to extend an unpaid leave of absence.

Employees who are not full-time and who have completed 90 days of employment will be

provided time off to spend on jury duty up to twenty (20) calendar days per year. Those employees are ineligible for Association compensation for the time spent on jury duty.

Employees who are not eligible for Association jury leave are entitled to take unpaid time off to serve on jury duty, as required by law, if the employee provides NPA reasonable notice before taking time off for jury duty service.

Time Off to Participate in Activities of Child's School

Under certain circumstances, eligible employees may be entitled to take time off to participate in activities of their child's school or a licensed day care facility. In order to be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten or a grade between one and 12, inclusive, or attending a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to the Executive Director/CEO or Sr. Vice President/CFO before taking the time off. The employee may not take more than 40 hours off for this purpose in a single year of more than eight hours off in any calendar month of the year.

An employee who takes time off under this policy must utilize any existing Paid Time Off leave for the absence. If the employee does not have enough Paid Time Off leave benefits available at the time the time off is taken, or does not have enough Paid Time Off leave benefits to cover the time taken off, the time off will be taken without pay. The salary of an exempt employee will not be affected if the employee misses a portion of a day of work under this policy.

Any employee who takes time off under this policy must provide documentation from the child's school or licensed child care facility to substantiate the fact that the employee participated in a school activity or day care facility activity.

Victims of Domestic Violence or Sexual Assault

Victims of domestic violence or sexual assault may take time off for court proceedings, medical attention, crisis counseling, psychological counseling, participating in safety planning and programs to increase future safety, or any other reason related to the violence or assault. Employees may use accrued Paid Time Off benefits for such leave. Leave that exceeds an employees accrued Paid Time Off will be on an unpaid basis. Such leave should be requested in writing to the Executive Director/CEO or Sr. Vice President/CFO. Such requests will be held in strict confidence and will not be disclosed to anyone for any reason, except as may be required by law.

Leaves of Absence

Employees who have completed at least 12 months of service and have worked at least 1,250 hours of service are provided time off without pay for pregnancy, military duty and for medical reasons, in NPA's discretion and as required by law, and for personal reasons, in NPA's sole discretion. EXCEPT AS OTHERWISE REQUIRED BY LAW, ALL LEAVES OF ABSENCE ARE PROVIDED ON AN UNPAID BASIS.

Requests for a leave of absence are to be submitted in writing to the Executive Director/CEO or Sr. Vice President/CFO. To the extent that your need to take leave is foreseeable, you must submit your request 30 days before you wish the leave to begin, or as early as possible if giving 30 days' notice is impracticable.

Generally, personal leaves of absence are limited to 30 calendar days. Medical leaves of absence, other than for disability as a result of pregnancy, childbirth or related medical conditions, are generally limited to 60 calendar days. Military leaves of absence are provided for the length of duty or term of service.

Female employees are entitled to take a leave of absence during the time they are actually disabled on account of pregnancy, childbirth, or related medical conditions, for up to a maximum period of four months. The leave need not be taken in one continuous period of time. Additionally, any female employee affected by pregnancy is entitled to transfer to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated by NPA.

With respect to medical or pregnancy leaves, NPA may require a certification from the employee's health care provider stating that the employee is disabled and estimating the probable duration of the disability. Recertification may be required if, for example, the original estimate of the period of the leave expires and there remains leave time available for the employee under the law. NPA may require employees to provide a verification of ability to work from their health care provider, before they may return to work.

An eligible employee may request a family and medical leave for up to 12 weeks per consecutive 12-month period for any of the following reasons: (1) the birth of the employee's child; (2) the placement of a child with the employee in connection with an adoption or foster care; (3) to care for a child, parent, or spouse who has a serious health condition; or (4) due to a serious health condition that prevents the employee from performing one of more of the essential functions of his or her position. To the maximum extent permitted by law, any leave of absence that is granted to an employee under this policy or an other policy for a purpose specified above shall be credited against the 12-week limit contained in this policy. Any employee who is granted a family or medical leave under this policy may utilize any accrued Paid Time Off benefits during the period of the leave. Any leave that occurs after all Paid Time Off benefits have been exhausted shall be without pay. Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will continue during the period of the family and medical leave up to a maximum of 12 weeks.

You must use all of your earned Paid Time Off before beginning a personal, medical, or military leave of absence. At the beginning of your pregnancy disability leave, you may request to substitute earned Paid Time Off benefits for unpaid leave time.

While you are on a leave of absence, you do not accrue Paid Time Off benefits and you will not receive holiday paid time off. While you are on a leave of absence, other than a family and medical leave, you must pay the entire portion of your medical plan premium, as well as the entire portion of any dependent coverage premium.

The Association may eliminate your position for legitimate business reasons while you are on a

leave of absence, except as otherwise provided by law.

Upon completion of a medical or pregnancy-related leave of absence, the employee may return to his or her former position, or, if that position is unavailable, to a substantially equivalent position, subject to certain exceptions permitted by law.

Employees who accept employment elsewhere during a leave of absence shall be considered to have quit without notice as of the original date their leave was granted. Employees who fail to return to work on the first scheduled work day after expiration of a leave of absence shall be considered to have resigned their employment as of that date.

To the extent allowable under law, any state and/or federally mandated leave periods, including those provided under the Americans with Disability Act, (ADA) Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Family Temporary Disability Insurance (FTDI), shall run concurrently.

Voting Time

Employees who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work with pay to vote in a public election. In order to quality, employees must obtain advance approval from their supervisor.

HEALTH AND WELFARE BENEFITS

Insurance Coverage

If you are a full-time employee, the Association will pay the premium amounts for your coverage under the medical insurance plans that are available to all full-time employees. The Association will also make available medical insurance coverage for a full-time employee's spouse and children who are full-time students up to the age of 24, or 18 if not full-time students. The employee is responsible for 100% of the insurance premium amounts for the employee's spouse and eligible children. The premium for the employee's spouse and children shall be deducted from the employee's paycheck.

Employees may also choose to participate in an “upgraded” insurance plan that provides a higher level of benefits than the basic plan that is available to all full-time employees. If an employee chooses to participate in an upgraded insurance plan, the additional cost of the upgraded plan over the cost of the basic plan must be paid by the employee through equal semi-monthly payroll deductions.

Full-time employees and their eligible dependents are eligible for medical insurance coverage on the first of the month after completion of 60 days of full-time employment.

Part-time and temporary employees are not eligible for medical insurance with the Association.

If you want more information on this program and its benefits to you, please contact the Sr. Vice President/CFO.

Retirement Plan

The company maintains a 401k Profit Sharing Plan for the benefit of its employees. The plan allows employees to have a percentage of their pre-tax earnings paid into certain investment accounts maintained by the plan administrator. The plan requires the employer to make a matching contribution on behalf of the employee and allows the employer to make additional discretionary year-end contributions. The plan is subject to government regulation and is subject to the terms and conditions provided in the approved plan documents. Please see the Sr. Vice President/CFO for full details on the plan. The employer reserves the right in its sole and absolute discretion to amend or terminate the plan from at any time without notice, subject to applicable government regulations.

Health and Wellness Plan

NPA maintains a Health and Wellness Plan. The Health and Wellness Plan reimburses employees for certain health and wellness costs up to a maximum of one hundred dollars ($100) per month. Covered health and wellness costs include monthly dues, admission, or participation costs for use of a gym or exercise facility, participation in exercise or yoga classes, swim facilities, sports clubs or leagues, or diet programs as well as any out-of-pocket costs for any medical care or treatment or the purchase of any prescription or over-the-counter medication or dietary supplement. Eligibility for this plan begins on the first of the month following completion of three (3) months of employment. Receipts must be submitted when requesting reimbursement. All reimbursements must be submitted within fifteen (15) days of the end of the year for which they are paid or incurred.

Other Benefits

NPA employees may be eligible for other benefits, including, dental and vision insurance, life insurance, Section 125 plan, and long-term disability coverage. Available benefits may change from time to time. For more information on NPA's employee benefits and eligibility requirements, contact the Sr. Vice President/CFO.

Workers' Compensation Program

The Association carries workers' compensation coverage as required by law to protect its employees in the event they are injured on the job.

You are reminded to immediately report any and all on-the-job injuries, no matter how minor, to your supervisor and the Sr. Vice President/CFO. Failure to report injuries and accidents can lead to difficulties in processing insurance and benefits claims. Employees should direct questions regarding workers' compensation coverage to the Sr. Vice President/CFO.

State Disability Insurance

Employees are covered under the state disability insurance plan (SDI), which provides low cost disability protection if illness or injury, not caused by the job, prevents you from working. For further information, see the pamphlet entitled "For Your Benefit," which you can obtain from the Sr. Vice President/CFO (who can also answer further questions you may have).

PROPER AND SAFE CONDUCT

No Harassment

It is the policy of the Association to provide a work environment free of sexual discrimination or harassment, or discrimination or harassment based on such other factors as race, color, religious creed, national origin, sex (including pregnancy, childbirth, or related medical condition), sexual orientation, ancestry, age, medical condition, marital status, physical or mental disability, veteran status, family leave status and any other classification protected by applicable federal, state or local law. The Association will not tolerate harassment of employees by managers, supervisors, or other employees.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Depending upon the circumstances, some examples may include racial slurs or epithets, or offensive or derogatory ethnic jokes, posters, cartoons, drawings, or other similar offensive or derogatory conduct.

In particular, sexual harassment is broadly defined as any solicitation of sexual favors or unwanted imposition of any sexually related activity by a co-worker, supervisor, or manager of the Association. Depending upon the circumstances, sexually harassing conduct may include:

- Unwanted sexual advances, reprisals or making threats of reprisals after a negative response to sexual advances, or pressure (subtle or otherwise) for sexual activity.
- Verbal propositions, sex-oriented innuendoes, jokes, banter, "kidding," epithets, storytelling, derogatory comments, or slurs.
- Physical contact such as touching, patting, pinching, brushing against another's body, or impeding or blocking movement.
- Non-verbal conduct such as leering, obscene gestures, or the display of sexually suggestive objects, suggestive posters, cartoons, or drawings.

Unwelcome sexual advances, requests for sexual favors and other verbal, non-verbal, or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to the conduct is made either an explicit or an implicit condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the employee subjected to the conduct; or
- The conduct severely interferes with an employee's work environment.

Any person who believes that he or she has been the subject of harassment by a co-worker, supervisor, or manager of the Association should promptly report the incident. Employees should make their report either to their supervisor, to any other supervisor or department head, or to the Executive Director/CEO. Supervisors and department heads should promptly forward reports of harassment directly to the Executive Director/CEO or to the Sr. Vice President/CFO. The Association emphasizes that an employee is not required to complain to his or her supervisor first, whether or not it is the supervisor who is engaging in the harassment.

The Association will conduct a prompt, thorough, and objective investigation of any report of harassment. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. The Association will make a determination after completing its investigation and will take prompt and effective remedial action, which will be communicated to the extent reasonable and necessary to the complainant, the alleged harasser, and, as appropriate, any other directly concerned individuals. If a violation of this policy is determined to have occurred, the disciplinary action can result in immediate termination, depending upon the circumstances. In addition, the Association will take steps to prevent further harassment.

The Association will not retaliate against and will not tolerate retaliation against an employee who makes a report of harassment. Retaliation is an extremely serious violation of this harassment policy and should be reported immediately.

The California Department of Fair Employment and Housing has published an information sheet on sexual harassment, a copy of which is attached to this policy for your review.

Security; Confidential and Proprietary Information

The security of employees, employee property, and Association property is of vital importance to NPA. All employees share responsibility for ensuring that proper security is maintained. Any breach or suspected breach of security should be reported promptly to the Executive Director/CEO.

Association property includes not only tangible property, like desks and typewriters and computers, but also intangible property such as information. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by NPA employees as a result of their work for NPA or during the course of that work. This handbook, for example, contains proprietary information. Confidential information is any information relating to the Association that is not known generally to the public or the industry. Member lists, member files, information relating to the NPA Board of Directors, personnel files and information, computer records, financial and marketing data, strategy, organizational changes, and trade secrets are examples of confidential information. EMPLOYEES MAY NOT DISCLOSE OR USE PROPRIETARY OR CONFIDENTIAL INFORMATION EXCEPT AS THEIR JOBS REQUIRE. Anyone who violates this guideline will be subject to discipline, up to and including discharge, and possible legal recourse.

Due to the confidential nature of employee salaries, NPA requests that employees refrain from discussing their salary with other employees.

Standards of Conduct

The following guidelines are generally to be considered with respect to employee discipline and corrective effort:

Any conduct that, in the exclusive judgment of the Association, interferes with or adversely affects NPA, its business, its members, its Board of Directors, or its employees is sufficient grounds for disciplinary action. A range of possible disciplinary measures may be imposed. Specifically, depending on the conduct, the discipline, at the sole discretion of the Association, may range from oral notification to immediate discharge; some conduct may, in the sole discretion of the Association, require immediate discharge or suspension without any other prior discipline. Generally, discipline may include any or all of the following:

- Oral notification
- Written notification
- Suspension without pay
- Discharge

Factors that might be considered in ascertaining the appropriate discipline include, but are not limited to, the following:

- Seriousness of the conduct
- Impact of the conduct on other employees
- Employment record, including past violations and discipline
- Employee's ability to correct conduct
- Effect on members or others outside the NPA
- Effect on NPA's business interests
- Surrounding circumstances

Depending on the conduct and the applicable facts, fewer than all of the foregoing may be emphasized, and other factors might also be considered.

Examples of conduct or actions that may result in disciplinary action, up to and including termination, include, but are not limited to, the following:

- Work performance that, in the exclusive judgment of NPA, is inadequate or unsatisfactory.
- Unauthorized or excessive absence, tardiness, or early quitting. Absence from work without notification or failure to return to work upon expiration of a vacation or leave of absence may be considered to be a voluntary termination on the part of the employee.
- Failure to notify the appropriate supervisor and/or the Sr. Vice President/CFO of late arrivals or early departures.
- Unauthorized or excessive time away from work station.
- Failure to notify the supervisor promptly of completion of assigned work.
- Lack of attention to job responsibilities.
- Failure to follow prescribed work procedures.
- Failure to follow supervisor's instructions.
- Unauthorized use of Association materials, equipment, or resources.

- Behavior that is contrary to productivity, such as, insubordination, loafing, sleeping on the job, interfering with the work of others, or doing personal work or conducting numerous personal calls on Association time or with Association resources.
- Making false and/or malicious statements about other employees, supervisors, managers, the Association, its business, its members, or its Board of Directors.
- Fighting or engaging in threatening or intimidating activities.
- Theft or possession without proper authority of property of employees or the Association or removal from NPA premises of any such articles without permission.
- Falsification of employment records or other NPA documents.
- Possession of weapons or explosives on NPA property or time.
- Failure to maintain confidential information.
- Falsifying your own or another employee's time records or filling out another employee's time records.
- Indecent, immoral, or improper conduct on NPA property or time.
- Conviction of a felony or any crime related to violence or physical assault while employed by NPA.
- Selling, buying, investing, or trading in stocks, bonds, or any other kind of security, or making any other kind of financial investment based upon information learned through your association with NPA.
- Use of alcohol or other drugs in such a manner as to put the Association at risk or to impair your ability to perform your job.
- Illegal use or possession of alcohol or other drugs while on NPA property or time.
- Inappropriate personal use of the Association's resources (e.g., Association credit card, travel advances, telephone, computer, Xerox machine, supplies, telecopy facilities, letterhead stationery, postage, etc.).
- Refusal to submit upon request to examination by a physician, at Association expense, if you have been involved in an accident, if your behavior causes reasonable suspicion of a drug, alcohol, or medical problem or if you are claiming physical impairment, disability, or illness.
- Assisting any non-employee to enter the Association premises without proper authorization.
- Working or engaging in other conduct inconsistent with a leave of absence status while on leave of absence.
- Circulating ballots or petitions, collecting funds, or selling or distributing merchandise on NPA premises, unless approved by the Sr. Vice President/CFO.
- Inducing another employee to violate NPA rules or policies.
- Violation of Association policy on nondiscrimination or harassment.
- Endangering another employee through unsafe practices.
- Posting or removing any material from the bulletin boards or displaying or distributing written or printed matter, posters, or pictures without permission of the Sr. Vice President/CFO.
- Any conduct inconsistent with maintaining an employment relationship with NPA.

<u>The foregoing is not intended to, and does not in any manner, alter the at-will relationship between NPA and its employees.</u>

NPA reserves the right to demote, transfer, suspend, terminate or otherwise discipline any employee without any prior warning should NPA, in its sole discretion, believe such action is warranted.

Inspection and Searches on NPA Premises

NPA believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of the Association's business. NPA also intends to protect against the unauthorized use and removal of NPA property. In addition, NPA intends to assure its access at all times to NPA premises and NPA property, equipment, information, records, documents, and files. Accordingly, NPA has established this Guideline concerning inspections and searches on NPA premises. This Guideline applies to all employees of NPA.

All NPA property located on NPA premises or otherwise assigned to employees, including desks, file cabinets, voicemail, e-Mail, non-personal mail, computer disks and disk drives, network space, etc., belongs solely to NPA and should be used and treated accordingly; employees should not rely on, or have any expectation of, privacy in connection with such property. NPA supervisory personnel are entitled to access NPA property on an as needed basis, including for the purposes of searching for drugs and/or alcohol, with our without an employee's prior knowledge or approval.

Employees who are found to be in possession of prohibited materials in violation of this Guideline and/or in violation of the Drug-Free Workplace Guideline, or employees who are found to have used NPA property in an unauthorized manner, will be subject to discipline, up to and including discharge, regardless of NPA's reason for conducting the search or inspection.

Drug-Free Workplace

NPA has a strong commitment to provide and maintain safe, healthful and efficient working conditions for our employees. The unlawful presence of controlled substances or alcohol in the workplace conflicts with these vital interests. Use of a controlled substance or alcohol, in addition to impairing one's ability to satisfactorily carry out one's job responsibilities, can cause carelessness, injuries, accidents, death and legal exposure.

All employees are expected to be in such mental and physical condition at work to be able to perform their roles satisfactorily and behave appropriately. Abuse of any drug or alcohol can harm NPA's reputation and business and endanger the health and safety of our employees.

The unlawful use, manufacture, distribution, purchase, sale or possession of a controlled substance or alcohol on the premises of any NPA office or property, outside meeting place or client location or while engaging in any job-related activity is prohibited and may result in discipline by the Association, which may include termination of employment.

NPA will not, however, initiate disciplinary action against any employee who meets all five of the conditions below:

1. voluntarily identifies him/herself as an abuser of alcohol or drugs prior to management's determination that this policy has been violated;

2. is not presently intoxicated or impaired;

3. has not engaged in the sale of controlled substances on NPA premises;

4. participates in an inpatient/outpatient counseling/rehabilitation program acceptable to NPA; and

5. thereafter refrains from abuse of alcohol or drugs.

Notwithstanding the foregoing, NPA reserves the right to discipline any employee for engaging in violent, abusive or unsafe conduct in violation of company policy.

Furthermore, if a supervisor or manager has a reasonable suspicion that an employee is working in an impaired condition or otherwise engaging in conduct that violates this Guideline and such use may adversely affect the employee's job performance or the safety of the employee or co-workers, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to explain the behavior, he or she will be requested to take a drug test in accordance with NPA's drug-testing procedures. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result. All drug testing-records will be treated as confidential to the extent possible.

Procedures for Drug and/or Alcohol Testing

The Association will refer the applicant or employee to a certified medical clinic or laboratory, which will administer the drug test. The Association will pay the costs of the test and reasonable transportation to and from the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test.

The laboratory will inform the Association as to whether the applicant or employee passed or failed the drug test. If an applicant or employee fails the test, he or she will be considered to be in violation of NPA policy. An applicant who is in violation of this policy may have his or her job offer revoked. An employee who is in violation of NPA policy will be subject to discipline, up to and including termination of employment.

Policy Concerning Violence in the Workplace

NPA recognizes that workplace violence is a growing concern among employers and employees across the country. NPA is, therefore, committed to providing a safe, violence-free workplace. In this regard, NPA strictly prohibits employees, consultants, customers, visitors, or anyone else on NPA premises or engaging in NPA related activity from behaving in a violent or threatening manner. Moreover, as part of this policy, NPA seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence event prior to any violent behavior occurring.

Workplace violence includes, but is not limited to, the following:

1. Threats of any kind;

2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;

3. Other behavior that suggests a propensity toward violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of NPA property, or a demonstrated pattern or refusal to follow NPA policies and procedures;

4. Defacing NPA property or causing physical damage to the facilities; or

5. With the exception of security personnel, bringing weapons or firearms of any kind on NPA premises, in NPA parking lots, or while conducting Company business.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Sr. Vice President/CFO immediately.

Further, employees should notify the Sr. Vice President/CFO if any restraining order is in effect, or if a potentially violent non-work related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, NPA will inform the reporting individual of the results of the investigation. To the extent possible, NPA will maintain the confidentiality of the reporting employee and of the investigation but may need to disclose results in appropriate circumstances, for example, in order to protect individual safety. NPA will not tolerate retaliation against any employee who reports workplace violence.

If NPA determines that workplace violence has occurred, NPA will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, NPA will take reasonable, appropriate corrective action.

Under certain circumstances, NPA may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, NPA may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

Safety

NPA places the highest emphasis on the safety of its employees and will continue to make every effort to ensure that working areas are as safe as possible.

Each employee has a responsibility to work safely and to help prevent accidents or injuries. Every employee is expected to report unsafe conditions, think before acting, and consciously take care to avoid unnecessary risk.

All employees are required to comply with NPA's safety and health policies and practices. An employee's compliance or failure to comply with safety standards may be considered in the evaluation of the employee's job performance. Employees who fail to promote the interests of safety and health in the workplace, including by violating safety standards or engaging in conduct, recklessly or otherwise, that shows negligence or a disregard for safety concerns, may be disciplined, up to and including termination of employment.

The Association encourages all employees to direct any questions they may have regarding safety issues to the Sr. Vice President/CFO. Each employee has the responsibility to inform the Sr. Vice President/CFO immediately of any hazard or unsafe condition in the work site, without fear of reprisal in any form. Employees may also notify the Sr. Vice President/CFO of any such hazards anonymously if they prefer to do so, by calling NPA at (202) 223-0101, ext. 226, and indicating that the employee does not wish to identify himself or herself, or by writing to the Sr. Vice President/CFO at NPA, 1773 T Street, NW, Washington, DC 20009.

Rule with Regard to Computer, Internet, and E-mail Systems

The company has established this computer, Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic systems in a legal, ethical, and appropriate manner. The policy has been devised in a manner that addresses the company's legal responsibilities and concerns regarding the fair and proper use of all electronic devises within the organization. The company has devoted substantial assets and resources to provide computer access for the purpose of promoting the company's legitimate business interests. Employees who are provided computers or access to computers in the course of their jobs have significant responsibilities regarding their use. Because a variety of problems and concerns can arise in connection with computers, this policy offers employees some guidance concerning the applicable rules that the company has established to protect its business interests.

When reviewing this policy and the applicable rules, employees should remember that the computer system and any information, software products, and data stored within them remain the sole and exclusive property of the company. The company must therefore implement measures designed to comply with its legal obligation and safeguard its business interests.

Use of Computers

Employees should not use or access the computers, Internet, e-mail, or electronic communications systems in any manner that is unlawful, inappropriate of contrary to the company's best interests. They should not allow or cause other to do so and should never allow, condone, or permit unauthorized individuals to use company computers or access information regarding the company on such computers that has not been publicly disclosed.

Prohibited Conduct

Computers, Internet, e-mail, and electronic communications systems should not be used in

connection with the downloading, transmittal, access to, review or dissemination of inappropriate materials of any kind, (a) including sexually-suggestive materials, pornographic, obscene, or sexual images, graphics, or language, (b) unlicensed or unauthorized access to proprietary or copyrighted information of another individual or entity, or (c) material that is perceived as offensive based on any characteristics protected by state of federal law, including, sex, race, color, religion, national origin, ancestry, physical disability, mental disability, marital status, pregnancy, age, citizenship, or sexual orientation.

The company's commitment to the spirit and the letter of the all applicable civil rights and equal opportunity laws applies to the use of its computers, Internet, e-mail, or electronic communications systems and access to information available as a result of such use. The use of computers, Internet, e-mail, or electronic communications systems to convey messages or information that could constitute unlawful harassment of discrimination of any kind, including sexual harassment, is strictly prohibited and will not be tolerated by anyone.

It is not possible to identify every type of inappropriate or impermissible use of the company's computers, e-mail, or electronic communications systems. As a result, employees must exercise their best judgment and common sense at all times when using or accessing computers, Internet, e-mail, or electronic communications systems. Some additional examples of conduct that will not be allowed include (a) the commercial use of our computers or resources for any purpose that is not directly and immediately intended to benefit the company; (b) any use that would violate the company's policies against unauthorized solicitations; (c) any use that infringes upon or misuses the proprietary, copyrighted, or patented information of another person or organization; (d) any use that would constitute an actual or potential conflict of interest with the company or lead to or involve activities that are in any way competitive with the company; an d(e) any non-work-related activities.

Employee Responsibility

Employees must understand the importance and sensitivity of the issues that exist in this area, as well as the high level of legal responsibilities that exist. In order to fulfill its responsibilities under the law and to monitor compliance with the strict policies regarding the use of its computers, access to the Internet, transmittal of e-mail, and electronic communications systems, and the receipt, use, and dissemination of information through the use of the computers, Internet, e-mail, and electronic communications systems, the company has instituted certain safeguards, including this policy.

Employees who use or have access to computers should not install any personal software products or any information without proper authorization from the Sr. Vice President/CFO.

The company provides access to its computers, Internet, e-mail, and electronic communications systems for the sole purpose of facilitating the performance of legitimate, job-related activities. While employees may be provided access to computers, the computers and any software, information, materials, and data stored on or in them, even temporarily, will constitute the sole and exclusive property of the company.

Passwords

Any individual who has a password or code of any kind that is used to access, use, or restrict the use of any of the employer's computer, Internet access, e-mail, and electronic communication system or any electronic document of file stored on any of the employer's computer, Internet,

e-mail, or electronic communication system must, as a condition of employment, advise the Sr. Vice President/CFO, in writing, of that password or code. The individual must also advise the Sr. Vice President/CFO, in writing, of any changes to the password or code within four hours of making such a change.

Access

Employees should not expect that information on any company computer will be confidential or that they will have any proprietary, privacy or protected confidential right with respect to such information. In order to monitor compliance with this policy and protect its business interests, including the need to prevent any improper use of its computers, Internet access, e-mail, and electronic communications systems, the company reserves the right to gain access to any information stored in, accessed, used, or retrieved by any of its computers. The company also maintains the right to employ tools that monitor, track, record, and/or report on the activities of employees with regards to their use of the company's computer, Internet, e-mail, and electronic communications systems.

Although the company desires to be reasonable in addressing these issues, the legal obligations that exist in this area are strict. The company must therefore reserve the right to gain access to all information and, where appropriate, make copies of, disclose and disseminate such information. Access to information may occur either before, during, or after an employee's shift, and either with or without the employee's advance knowledge or consent.

Employees who have questions regarding this policy or questions regarding the appropriateness of any activity related to computer, Internet, e-mail, and electronic communication systems should direct them to the Sr. Vice President/CFO before engaging in any activities that may be found to be unauthorized or improper. Strict compliance with this policy and cooperation are essential. Violations of the policy may result in disciplinary action, up to and possibly including immediate termination.

Conflict of Interest

Our employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Association. A conflict of interest exists when the employee's loyalties or actions are divided between the Association's interests and those of another. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Executive Director/CEO for clarification. Any exceptions to this guideline must be approved in writing by an officer of the Association.

These guidelines do not attempt to describe all possible conflicts of interest that could develop. Some examples of conflicts from which employees should refrain, however, include the following:

(1) Accepting personal gifts, entertainment, or services from competitors, members, suppliers, or potential suppliers;

(2) Working for a competitor, supplier, or member;
(3) Engaging in self-employment in competition with the Association;
(4) Using proprietary or confidential Association information for personal gain or to the Association's detriment;
(5) Having a direct or indirect financial interest in or relationship with a competitor, member, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict;
(6) Using Association assets or labor for personal ends;
(7) Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Association;
(8) Committing the Association, without authorization from the Executive Director/CEO, to give its financial or other support to any outside activity or organization; or
(9) Developing a personal relationship with another employee of the Association that might interfere with the exercise of impartial judgment in decisions affecting the Association or any employees of the Association.

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, member, supplier, or potential supplier, the employee must disclose this fact in writing to the Association. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or member, a conflict of interest may exist that at a minimum requires full disclosure to the Association. Management may take appropriate action, including reassigning one of the employees, when an employee enters into a personal relationship with someone he or she supervises or with someone who supervises him or her.

Failure to adhere to these guidelines, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

Employment of Relatives

Relatives of current employees may be hired by NPA only if (1) the individuals concerned will not work in a direct supervisory relationship, and (2) employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, fathers, and persons related by marriage. Current employees who marry, or who become related by marriage, will be permitted to continue employment with the Association only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale.

GREIVENCE AND ARBITRATION PROCEDURES

Open Door Policy

NPA has an Open Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or

complaints are encouraged to discuss them with their supervisors, the Sr. Vice President/CFO, the Executive Director/CEO or any member of the Executive Committee of the Board of Directors. NPA believes that employee concerns are best addressed through this type of informal and open communication.

Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although NPA cannot guarantee that in each instance the employee will be satisfied with the result, NPA will attempt in each instance to understand and if appropriate address each complaint. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

Employees who conclude that their work-related concerns should be brought to the attention of the Association by written complaint and formal investigation may avail themselves of the Grievance and Arbitration Procedures set forth below.

Introduction to Grievance and Arbitration Procedures

An employee should initiate the Association's grievance and arbitration procedure for any employment-related event, condition, rule, or practice involving the Association which the employee believes to be improper or in conflict with the employee's civil rights. This procedure covers the full range of employment disputes, including those based on state and federal civil rights laws, other state and federal statutes, torts and public policies and those involving terminations.

Throughout the entire grievance and arbitration procedure, the Sr. Vice President/CFO will serve as a resource to both the employee and the Association. If, however, the employee's grievance concerns an action by the Sr. Vice President/CFO, the employee should submit all documents and make all relevant inquiries specified in this Policy to the Executive Director/CEO/CEO instead of the Sr. Vice President/CFO.

At any step of the procedure in which the employee is required to meet with a representative of the Association, the employee may be accompanied by another employee of the employee's choosing.

Grievance Procedures

Step 1

If you have a grievance, you should submit a written grievance and your requested solution to your immediate supervisor within 30 calendar days of the event giving rise to the grievance. A copy of the grievance should be submitted to the Sr. Vice President/CFO at the same time. Within 7 calendar days, or as soon thereafter as practicable, your supervisor will provide you with a written response. Your supervisor may ask you to meet prior to the issuance of the written response.

If your grievance concerns an action by your supervisor (including, but not limited to,

termination), you should initiate the grievance procedure at Step 2 by filing your written grievance and requested solution with the Sr. Vice President/CFO within 30 calendar days of the event giving rise to the grievance.

If your grievance concerns an action by the Executive Director/CEO/CEO, you should initiate the grievance procedure at Step 3 by filing your written grievance with the Executive Committee. Upon request, the Sr. Vice President/CFO will inform an employee of the particular member of the Executive Committee to whom the written grievance should be submitted.

If the employee wishes, the employee may, before filing a grievance, go to the Sr. Vice President/CFO in an effort to have the problem resolved. The employee should approach Sr. Vice President/CFO to discuss the problem before the expiration of the 30-day period in which a written grievance must be submitted. If the employee is not satisfied with the resolution proposed by Sr. Vice President/CFO, the employee should still initiate the formal grievance procedure by submitting a written grievance to the employee's supervisor, with a copy to Sr. Vice President/CFO, before the 30 day period from the event giving rise to the grievance is over. However, if the grievance concerns an action by the employee's supervisor (including, but not limited to, termination) the employee should initiate the grievance procedure at Step 2 by submitting the written grievance to the Sr. Vice President/CFO, before the 30 period from the event giving rise to the grievance is over.

Step 2

If the matter is not resolved in a timely or satisfactory fashion by your supervisor, you should submit your written grievance and proposed solution to the Sr. Vice President/CFO within 7 calendar days of the date you received or should have received your supervisor's reply. If the grievance involves the Sr. Vice President/CFO, you should submit your written grievance and proposed solution to the Executive Director/CEO. Within 7 calendar days, or as soon thereafter as practicable, the Director or Finance and Administration (or the Executive Director/CEO) will provide you with a written response. The Sr. Vice President/CFO (or the Executive Director/CEO) may ask you to meet with him or her prior to the issuance of the written response.

Step 3

If the matter is not resolved in a timely or satisfactory fashion by the Sr. Vice President/CFO or the Executive Director/CEO, you should submit your written grievance and requested solution to the Executive Committee of the Board of Directors within 7 calendar days of the date you received or should have received the Sr. Vice President/CFO or Executive Director/CEO's reply. If your grievance concerns an action by the Executive Director/CEO, you should submit your written grievance to the Executive Committee within 30 days of when the event giving rise to the grievance occurred.

Upon request, the Sr. Vice President/CFO will inform an employee of the particular member of the Executive Committee to whom the written grievance should be submitted. Within 7 calendar days, or as soon thereafter as practicable, the Executive Committee will schedule a date on which you will meet with a representative. The meeting shall take place within 14 calendar days of the date on which the written grievance was received by the Executive Committee representative, or as soon thereafter as practicable. Within 10 calendar days of the meeting, or as soon thereafter as practicable, the Executive Committee of the Board of Directors will provide you with a written response.

The decision of the Executive Committee is final and binding on all parties, except to the extent that a grievance is arbitrable.

Arbitration Procedures

Arbitrable disputes are those that

(1) had been timely initiated and processed through the Association's grievance procedure (if the applicable statute of limitations provides a longer period of time in which to initiate a claim, the grievance will be considered timely if the employee initiates the grievance and arbitration procedure within the period of time allowed by that statute of limitations and, thereafter, follows the steps of the procedure in a timely manner),
(2) were not resolved to the employee's satisfaction through the Association's grievance procedure, and
(3) arose out of or are related to a claim of employment discrimination (including discrimination or sexual harassment) or termination of employment, including claims of constructive discharge.

Arbitration shall be the exclusive remedy for resolving any such arbitrable disputes, and the decision of the arbitrator will be final and binding on all parties.

Arbitrations held pursuant to this procedure shall, to the extent not inconsistent with this procedure, be governed by the Judicial Arbitration and Mediation Services ("JAMS") Arbitration Rules and Procedures for Employment Disputes in effect at the time. (In the event of a conflict between this procedure and the JAMS rules, this procedure shall apply.) The JAMS rules are kept on file with the Sr. Vice President/CFO and the employee will be given a copy upon request. An action to compel arbitration pursuant to this procedure or to confirm/vacate an arbitration award shall be brought pursuant to Sections 1280 et seq. of the California Code of Civil Procedure.

The rights of the parties under this procedure are the same as those available to them in a court of competent jurisdiction except to the extent that those rights are contrary to specific provisions of this procedure.

- Initiating Arbitration
  Arbitration is initiated by giving written notice of the intention to arbitrate within 15 calendar days of receipt of Executive Committee's written decision. A failure to file the notice within the 15-day time period shall constitute a waiver of the right to remedy the dispute in any forum.

  The notice of intent to arbitrate must contain a description of the dispute and the remedy sought. This notice shall be hand delivered or sent by registered or certified mail to Sr. Vice President/CFO with a copy to the Los Angeles office of JAMS. The notice is deemed filed on the date received by the Sr. Vice President/CFO. If your grievance involves an action by the Director of Administration and Finance, the notice of intent to

arbitrate should be hand delivered or sent by registered certified mail to the Executive Director/CEO.

- Selecting the Arbitrator
  The arbitrator shall be chosen within 21 days of receipt of the written notice of intent to arbitrate. The parties should attempt to agree on any retired judge affiliated with JAMS to serve as the arbitrator. If the parties are unable to agree, JAMS will provide a list of three available retired judges. The employee shall strike one name, then the Association shall strike one name, and the remaining judge will serve as the arbitrator.

- Arbitrator's Fees
  The parties shall split the arbitrator's fees. Five calendar days prior to the arbitration hearing, the parties shall each advance one-half of the arbitrator's estimated fee. However, either prior to the hearing, or as part of the arbitrator’s decision, the arbitrator may reallocate the fee in the event that it is determined that such is required in the interest of justice.

- Scope of Arbitrator's Authority
  The arbitrator shall not have the authority to amend, modify, or delete any provision of this agreement or of the Association's policies.

  The arbitrator shall have the authority to award only such remedies as could be awarded by a court under the applicable substantive law.

- Conducting Discovery
  Arbitration is intended to provide a less time-consuming, less expensive, and less complicated means of settling employment-related disputes. Therefore, discovery will be allowed only to the extent that it is necessary and appropriate, as determined by the arbitrator. However, under no circumstances will discovery be permitted that is broader than that which is allowed by the California Rules of Civil Procedure.

  The arbitrator may issue subpoenas to compel the testimony of third party witnesses or the production of documents. At a minimum, each party shall have the right to take one deposition.

- Representation by Legal Counsel
  The presumption is that each party will be self-represented. However, the employee shall be permitted to be represented at the arbitration hearing by either an attorney or another Company employee. If the employee chooses to be represented by legal counsel, the employee must provide the employer with written notice of this intention within 15 days after the request to arbitrate has been submitted. The employer will only be represented by an attorney if the employee is represented by an attorney.

- The Hearing
  The arbitrator may order the parties to submit pre- and/or post-hearing briefs.

  Any and all testimony taken at the hearing before the arbitrator shall be under oath.

  A party shall have the right to have a written transcript of the proceedings at that party's

own expense.

- Arbitrator's Decision
  The arbitrator shall issue a written decision within 21 days of the later of the conclusion of the hearing or, where applicable, the receipt of briefs. This decision shall be final and binding on the parties. Therefore, neither party may initiate a lawsuit or administrative proceeding that in any way relates to the dispute. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction.

In the event that any paragraph, or provision within a paragraph, of this grievance and arbitration procedure is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining paragraphs, or provisions within a paragraph, all of which shall remain in full force and effect.

MISCELLANEOUS

Appropriate Appearance

At all times, NPA staff is expected to appear neat, businesslike, professional and appropriate. Employees must keep their person and clothing clean and well-groomed at all times. All clothing should be neat, appropriate, safe, well-fitted and conservative in design. Extreme fashions and fads are unacceptable.

General Rules for Appearance:
The standard for men is a button-up shirt with a collar and slacks. Shoes and socks must be worn at all times. The standard for women is a dress, skirt, or coordinated slacks and blouse.

The following is not permitted:
Jeans, T-shirts, beach wear, shorts, sweat suits, leotards, extreme fashions, clothing that exposes the midriff, and strapless tops, jogging suits, clothing that is wrinkled or torn, clothing that is revealing or detracts from a business atmosphere, low-cut tops, excessively tight or short items, or sandals.

Occasionally management will require staff to dress in business attire (slacks, tie, jacket, business suits). Management will give notice of any day for which business attire will be required. Management may also occasionally request employees to dress in more rugged casual attire (jeans & T-shirts) when certain tasks need to be performed around the office.
Any questions regarding the appropriateness of any attire should be referred to the Sr. Vice President/CFO

No Smoking

NPA is committed to providing a healthy and safe workplace. In keeping with this

commitment, smoking is strictly prohibited in any office building or enclosed premises of the Association, including lounges and restrooms, or in any Association vehicle.

Solicitation

You may engage in solicitation on Association premises only during your non-working time and the non-working time of the person being solicited, such as during meal periods, breaks or before or after working hours. This rule includes solicitations for parties, showers, or charities.

Telephone Calls

Heavy demands are made on our telephone facilities. Accordingly, personal use of the Association telephones during work hours should be limited. Excessive personal use of Association telephones during work hours may lead to discipline, up to and including termination. Absent permission from the Sr. Vice President/CFO, it is strictly forbidden to arrive at work prior to authorized work hours or stay after authorized work hours to use the Association telephones for personal use.

Termination Procedures

Voluntary Termination
An employee is considered to have voluntarily terminated his or her employment with NPA when the employee:

- Resigns from NPA;
- Fails to return from vacation or from an approved leave of absence; or
- Fails to report to work without notice to NPA for three consecutive work days.

Employees who elect to resign are asked, but not required, to provide NPA with two weeks' notice prior to their final day of work.

Involuntary Termination
Consistent with the "at-will" employment policy, NPA may terminate any employee's relationship without cause and for no reason. NPA may also initiate termination for specific reasons, including but not limited to, poor employee work performance, job elimination, budgetary restrictions, organizational restructuring or down-sizing and employee discipline. However, no one may terminate another employee without the permission of the Executive Director/CEO. The Executive Director/CEO will make the final decision as to whether termination is appropriate and will direct and coordinate the employment termination procedure.

Procedure upon Termination
On or before the final day of employment, the employee must return all keys and all other Association property, including but not limited to, portable computers, this handbook, cellular

telephones, company credit cards or calling cards, and access cards, to the Sr. Vice President/CFO.

Pay Upon Separation

The employee will pick up his or her final payroll check from the Sr. Vice President/CFO at the time of the exit interview. The final check will include all earned pay, any expenses due the employee and compensation for unused earned vacation.

Personal Property

NPA does not assume responsibility for the loss or theft of personal belongings. If there is a loss, please report it to the Sr. Vice President/CFO.

Personnel File

Employees have the right to inspect or copy their personnel file, upon request, at a mutually convenient time. Please contact the Sr. Vice President/CFO to make arrangements to review your file during working hours.

Business and Travel Expenses

NPA shall pay or reimburse employees for any ordinary and necessary business expense, other than those deemed to be extravagant, under the guidelines set forth below. This policy was adopted for the effective administration and control of travel and related expenses. RECEIPTS MUST BE OBTAINED AND SUBMITTED FOR ALL BUSINESS AND TRAVEL EXPENSES.

It is recognized that, for some employees, travel and entertainment expenses are incurred in order to further business objectives. NPA's policy regarding travel related and entertainment expenses is to reimburse employees for incurred expenses that are deemed to be ordinary and necessary business related costs. An employee traveling on NPA business is expected to exercise the same care in incurring expenses as a prudent person traveling for personal reasons. Unless pre-approved by your supervisor, which should only be in specified in circumstances, business air travel should be coach class. Excess travel expense is an unnecessary drain on NPA funds.
Generally, expenses for spouses on business trips are not paid by NPA. Any exceptions to this policy (such as a spouse being required at a business meeting) must be expressly approved in advance by the President, CEO, or CFO.

An advance to cover anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed. Requests for advances must be made two weeks in advance of the planned travel to allow sufficient time for the payment to be processed.

Employees may be given NPA credit cards to pay for business travel expenses. Such credit cards

shall ONLY be used for business expenses. Use of NPA credit cards does NOT relieve the employee of the requirement that receipts must be turned in to back up expense charges.

Travel Authorization

ALL TRAVEL MUST BE PROPERLY AUTHORIZED IN ADVANCE BY THE CEO OR CFO. The request should be made, when practical, at least fourteen days in advance to provide adequate time for obtaining travel reservations and lowest priced fares. If travel plans change and require a new ticket, approval will need to be requested and obtained again if the cities visited change or the fare increases.

Air Travel

- Class of Travel: Domestic travel is defined as U.S., Canada and Mexico. For domestic travel, employees are to travel coach or the lowest applicable fare on a flight within two hours of the desired arrival and departure times. Substantial savings are often available when flights are booked far enough in advance to qualify for special fares.
- Memberships: Dues and/or initiation fees for airline clubs or mileage programs are only reimbursable for employees at the Vice President level or above who travel for business twenty or more days per year.
- Unused Ticket/Cancellations: UNUSED AIRLINE TICKETS ARE TO BE RETURNED TO THE SR. VICE PRESIDENT/CFO. A note must be made on the expense report indicating which coupons were returned for credit.
- Expense Reporting: The original ticket coupon must be attached to each expense report.

Ground Transportation

Rental cars are not to be used unless the cost is less than that of other available transportation, such as taxi or airport limousine. When a rental car is needed, the lowest price car rental should be utilized, and the class of car should be appropriate to the purpose. Many hotels offer complimentary shuttle service from the airport to the hotel.

Employees who are using personal cars on NPA business will be reimbursed for their actual miles driven for business in accordance with IRS guidelines.

NPA will reimburse employees for reasonable airport parking expenses. Where the cost of parking would exceed the costs of an alternative means of transportation to and from the airport, NPA will reimburse employees for the alternative means of transportation.

Local transportation will only be paid or reimbursed if for transportation to or from NPA business meetings away from the employee's primary office location. Commuting costs will only be paid or reimbursed if in accordance with IRS rules governing qualified public transportation. If a personal vehicle is used for business travel NPA will reimburse for such cost based on the published IRS standard mileage rate in effect at the time of travel.

Lodging

NPA will pay actual room rental costs supported by the hotel bill for each day that lodging away from home is required for business reasons. When NPA has a contract with a hotel and/or a room block, advance authorization of the Sr. VP/CFO or CEO is necessary to stay at a different hotel. Charges other than actual room cost and reasonable room service (in room movies, health clubs, etc.) will not be reimbursed.

Personal Meals

NPA will reimburse employees for meals (including all associated costs for taxes, tips and beverages) subject to a $50 day per diem limit while the employee is away from home for an overnight period on NPA business.

Business Meals/Entertainment

- Business Meals: Business meals involving only NPA employees will not be reimbursed except in unusual circumstances such as where a time limit or the nature and sensitivity of the matters to be discussed make a luncheon or dinner clearly in the best interest of the NPA. Such business luncheons or dinners should, if possible, take place at a club or restaurant which is conducive to a business discussion. All meals should be documented on the expense report and indicate the individuals present and titles, business affiliation, location, date and business purpose of the meeting. These are the minimum requirements of the IRS.

- Entertainment: Reasonable entertainment expenses may be reimbursed if they are directly related to the active conduct of NPA's business when directly preceding or following a business discussion, or are necessary to accomplish some useful purpose connected with NPA's business. Entertainment of other employees is not reimbursable unless incurred under circumstances which obviously make the expenditure necessary and in NPA's interest. The IRS requires that specific details showing names of guests and employees entertained, cost, date and place, business purpose, and the business relationship be recorded on the expense report.

BUSINESS MEALS AND ENTERTAINMENT MUST BE APPROVED IN ADVANCE BY THE SR. VICE PRESIDENT/CFO OR CEO.

Telephone/Internet/Miscellaneous

- Telephone: All necessary business calls are reimbursable, including those made on cellular phones. Personal telephone/fax expenses of a reasonable degree are reimbursable while traveling on NPA business. Calls from airplanes should be avoided except in an emergency.
- Internet: Employees issued laptops may be reimbursed for daily Internet service at their hotel. No other Internet access will be reimbursed without prior approval.
- Laundry: Laundry/dry cleaning and pressing expenses will not be reimbursed, except in unusual circumstances.
- Other Expenses: NPA may reimburse employees for other reasonable and justified expenses necessary for the conduct of business.
- Non-allowable Expenses: There are certain types of expenses which are considered to be truly of a personal nature and are non-allowable. The following list is not intended to be all-inclusive, but to show examples of such non-reimbursable expenses:
    - Air travel insurance and other personal insurance
    - Barber, manicurist, masseur
    - Briefcases or other items for personal use
    - Miscellaneous entertainment expenses (such as airline headsets, movies and sporting events) of the employee while traveling unless incurred providing reimbursable entertainment for clients or others
    - Personal reading material

- Repairs, maintenance or other insurance on personal cars
- Theater or other personal amusements
- Traffic fines and court costs
- Unauthorized club or other membership dues or fees

Business Days v. Personal Days While Traveling:
Employees are expected to travel to events on the day those events begin and to travel home on the day the event concludes when schedules allow. Employees are not expected to depart before 7:00 a.m. or arrive at their destination after 10:00 p.m. When schedules do not allow sufficient time to travel on the first or last day of an event it is expected that the employee will arrive the day before the event begins and depart the day after the event concludes. If an employee opts to extend their trip by arriving earlier or staying later the extra day will be considered a personal day. All costs associated with personal days are considered personal in nature (hotel, meals, etc.) and are the responsibility of the employee and will not be reimbursed.

Accident/Personal Use of NPA Vehicles
Employees who are involved in an accident while traveling on business must promptly report the accident to their immediate supervisor. Vehicles owned, leased or rented by NPA may not be used for personal use without prior approval.

Expense Reporting
Upon return from a trip, all expenses should be reported promptly (and no more than 30 days following the conclusion of travel) and accurately, with all required documentation on a NPA Expense Report. Proper documentation and original receipts for travel and entertainment expenses are not only required for expense review and approval by the NPA, but also to support the deduction for both financial statement and income tax purposes. Non-travel related expenses must be submitted no later than 15 days after the expenses were incurred and should follow the same approval process as described for travel. All expenses, whether paid for by the employee or paid with a company credit card, must be included and accounted for on the expense report.

Expense Reports completed accurately, fully supported and timely filed (within 30 days) will generally be processed within one week of receipt by the Sr. Vice President/CFO. Expense Reports which do not meet the above guidelines will be returned unprocessed, with explanation, to the appropriate individual. If you have any doubts as to the proper completion of the expense report, please call the Sr. Vice President/CFO for assistance before filing the report. This will ensure that you receive your reimbursement as quickly as possible.

ABUSE OF THIS BUSINESS TRAVEL EXPENSE POLICY, INCLUDING BUT NOT LIMITED TO FALSIFICATION OF EXPENSE REPORTS TO REFLECT COSTS NOT INCURRED BY THE EMPLOYEE AND/OR FAILURE TO PROPERLY ACCOUNT FOR CHARGES ON THE ASSOCIATION'S CREDIT ACCOUNTS, CAN BE GROUNDS FOR DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

RECEIPTS ARE REQUIRED FOR ALL EXPENSES PAID FOR, OR REIMBURSED BY, NPA.

Approvals
With the exception of the Executive Director and Chief Financial Officer, all expense reports

must be approved by the Chief Financial Officer. The Chief Financial Officer must submit his/her expense report to the Executive Director for approval. The Executive Director will submit his/her expense reports to the Chief Financial Officer, who will provide a copy to the President and seek approval prior to acceptance and/or reimbursement.

Employment References

It is the policy of NPA to only provide dates of employment and positions held to any prospective employer requesting an employment reference. Employees should not provide any information themselves but should direct any reference inquiries regarding past or current employees to the Sr. Vice President/CFO.

Conclusion

If you have any questions about any policy, benefit, rule or regulation in this handbook, or about employment concerns that are not covered in this handbook, please ask the Sr. Vice President/CFO.

Attachment 1

MAKE-UP TIME REQUEST

I hereby request the opportunity to miss _____ hours of work on _____, 200__ because of personal obligations and to make up those missed hours at straight-time pay during the same workweek. I would like to make up the time on _____ (specify day). I understand that my employer can grant or deny this request and, if it is granted, that I may not exceed 11 hours of work in one day or 40 hours of work in the workweek when the make-up time included.

I certify that I have read this request, that the information it contains is fully accurate, that my employer had not encouraged or solicited me to take personal time off and make up the missed time, and that I am signing and submitting this request on a free and entirely voluntary basis.

_____	_____	_____
Date	Employee's Name (Typed or Printed)	Employee's Signature

Approved by the Employer

_____	_____
Date	Signature of Authorized Representative of Employer

Attachment 2

EMPLOYEE RECEIPT AND ACKNOWLEDGMENT
OF HANDBOOK

I, _____ (employee's printed name) hereby acknowledge receipt of NPA's personnel handbook and agree that I will immediately become familiar with the handbook.

I understand that I am employed on an at-will basis and that my employment may be terminated at any time, either by me or by NPA, with or without cause and with or without prior notice.

I understand that, with the exception of the policy of at-will employment, NPA may change, rescind or add to any policies, benefits, or practices described in the personnel handbook from time to time in its sole and absolute discretion with or without prior notice. I further understand that this handbook does not constitute a contract of employment between me and NPA.

I also understand that no employee or representative of NPA is authorized to enter into any agreement of employment for any specified period of time or to make any agreement contrary to the provisions contained in this handbook or in any other NPA policy, unless the person has a specific written authorization signed by the Executive Director/CEO of NPA.

I further understand that in the event that I am dissatisfied or disagree with any action or failure to act by NPA or its agents, I agree to submit the matter to NPA's Grievance and Arbitration Procedures, which are contained in the Handbook, for final and binding arbitration.

I will return this handbook to NPA upon the termination of my employment with NPA.

Signed: _____

Date: _____

cc: Personnel File

Attachment 3

RETURN TO WORK PROGRAM

Policy:

Natural Products Association is committed to returning injured employees to modified or alternative work as soon after an injury as possible. Early return to work will be facilitated by temporarily modifying the employee's job or providing the employee with an alternative position. The economic and production requirements of the company, the employee's medical condition, and the physical limitations or restrictions described by the attending physician will be considered as a priority when identifying the modified/alternative position.

Purpose:

This program is intended to provide our employees with an opportunity to continue as valuable members of our team while recovering from a work related injury. We want to minimize any adverse effects of an ongoing disability on our employees. This program is intended to promote speedy recoveries, while keeping the employees' work patterns and income consistent. At the same time, we benefit from having our employees providing a service and contributing to the overall productivity of our business.

Scope:

This program applies to ALL employees of Natural Products Association.

Responsibilities:

Company

All injuries and the duration of the disability will be handled by the Senior Vice President/Chief Financial Officer.

Brent Weickert will act as a liaison between Natural Products Association, the injured worker, the attending physician and State Compensation Insurance Fund.

The Senior Vice President/Chief Financial Officer will make sure the appropriate paperwork and forms have been properly handled and submitted to the appropriate parties.

The Senior Vice President/Chief Financial Officer will monitor the modified/alternative work and gather any additional information that may be needed to properly handle the return to work efforts.

ALL SUPERVISORS/MANAGERS

In the event of an injury, the supervisor/manager will make sure that our employee receives first aid, or appropriate medical treatment at our designated medical clinic. *If possible, the supervisor/manager will accompany the employee to the medical clinic.* The attending physician shall be notified on the first visit that Natural Products

Association has a return to work program and that modified/alternative work will be provided. The supervisor/manager will work closely with the Senior Vice President/Chief Financial Officer to coordinate the return to work efforts and will be responsible for introducing the employee back into the workplace in the modified/alternative position.

Supervisor/manager will make sure that the injured employee receives necessary assistance from co-workers and that *the employee does NOT work outside of his/her restrictions.* Monitoring for transition into full duty work will be the supervisors/managers responsibility.

EMPLOYEES

If an injury occurs on the job, the employee is required to report it to their supervisor or manager immediately. If the injury requires more attention than first aid, the employee must proceed to our selected provider for occupational injury, Optimum Medical Clinic. If available, an employer representative will accompany the employee to the medical clinic.

Together with the physician, the employee's physical restrictions and limitations shall be discussed. All employees are expected to return to the worksite the very SAME day to report the physician's findings and to discuss modified or alternative work. This will enable all parties to be kept abreast of the employee's condition. Employees that have an injury shall report to the worksite after each doctor's visit to discuss his/her recovery.

Once an employee has returned to work, it is his/her responsibility to work within the physical limitations that the physician has given. The employee shall perform only those duties that are assigned to him/her. An employee shall immediately notify his/her supervisor of any difficulty in performing the duties. The employee must also notify his/her supervisor in advance of any medical appointments (time off will be allowed for industrial appointments). The employee shall keep his/her supervisor/manager informed of the recovery process and the ability to perform modified/alternative work.

EVERYONE

Everyone involved in this process should take the time to ask or address questions. Unasked questions can lead to confusion. Natural Products Association is committed to promoting in the best possible way a full recovery for any of our industrially injured employees.

Natural Products Association, along with State Compensation Insurance Fund are available to answer any question that may arise.

Signature_____

Title _____

Date _____