KITCHEN AND CATER STAFFING

CALIFORNIA EMPLOYEE HANDBOOK

2026

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PURPOSE OF EMPLOYEE HANDBOOK

This Employee Handbook contains information about the employment policies and practices of Kitchen and Cater Staffing (referred to in this Employee Handbook as ("Company"). These policies reflect the Company's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for helping each employee understand their job and their employment with the Company.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the fact that employment with Kitchen and Cater Staffing is at-will. **Only the Company Owner and CEO have the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the Company Owner and CEO.**

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, they should ask their supervisor or Human Resources**.**

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to: communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; self-organize, form, join or assist labor organizations; bargain collectively through representatives of the employees' choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; refrain from engaging in such activities; or engage in any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws.

The Company complies with applicable laws, including state and local laws.

EMPLOYMENT AT-WILL

Employment with Kitchen and Cater Staffing is at-will unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and Kitchen and Cater Staffing regarding the fact that employment with the Company is at-will. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes the fact that employment with the Company is at-will. **Only the Company Owner and CEO have the authority to enter into an employment agreement that alters the fact that employment with Kitchen and Cater Staffing is at-will, and any such agreement must be in writing signed by the Company Owner and CEO.**

GENERAL INFORMATION

Welcome

If you are new to the Company, welcome! If you are a current employee, thank you! One of the keys to our success is hiring and retaining good employees. We have hired you because we believe you have the skills and the potential to help our Company succeed. We expect employees to perform the tasks assigned to them to the best of their abilities.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying. Every employee has an important role in our operations, and we value the abilities, experience and background they bring with them.

If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask their supervisor or Human Resources.

About Our Company

Kitchen and Cater Staffing has always emphasized that outstanding people are the key to our success. Our strength and future growth depend on the contributions made by you and each person within our organization. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This Employee Handbook will familiarize employees with the various aspects of working with us. We encourage all employees to use the Handbook as a valuable resource for understanding our Company.

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

Discrimination, Harassment and Retaliation Prevention Policy

Equal Employment Opportunity

Kitchen and Cater Staffing is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their: race (including traits associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "Protected Characteristics"). The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

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

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

The Company will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or

employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Prohibited Harassment

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

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

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

Sexual Harassment Defined

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

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

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

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

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

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

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

Abusive Conduct Prevention

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by Kitchen and Cater Staffing for using the Company's complaint procedure, reporting prohibited discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with Kitchen and Cater Staffing in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management, Human Resources, or Company Owner.

If an employee alleges that their supervisor or any another manager has engaged in harassing conduct or conduct that is otherwise believed to violate this policy, the employee must report the alleged conduct to Human Resources – reporting directly to the offending supervisor directly is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of prohibited harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

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

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

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee through an interactive process to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of

the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and by being willing to consider alternative accommodations when applicable. In some cases, the above-described interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the conduct of the Company's business.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Accommodations for Victims of Violence

Kitchen and Cater Staffing will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence and requests that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Company's business operations or violates the Company's duty to provide a safe and healthy working environment for all employees.

"Qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to

another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasonable accommodations may include, but are not limited to a transfer; reassignment; modified work schedule; change in work telephone number; permission to carry telephone at work; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs at the workplace; implemented safety procedures; other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other a qualifying act of violence; or referral to a victim assistance organization. The Company will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the Company's Crime Victim Leave policy, Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee or the employee's family member is a victim and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or their family member's status as a victim, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

Kitchen and Cater Staffing will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger the employee’s own health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

Accommodation for Adult Literacy Programs

Kitchen and Cater Staffing provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While Kitchen and Cater Staffing encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

GENERAL EMPLOYMENT PRACTICES

Employee Classifications

Employees of Kitchen and Cater Staffing are classified as either exempt or non-exempt under federal and state wage and hour laws and are further classified for administrative purposes.

The following designations are used throughout this Employee Handbook.

Exempt Employees

Exempt employees are employees who have been classified by the Company as exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis, and their salary is compensation for all hours worked each week, rather than for a fixed number of hours per week.

Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor with any questions or concerns regarding this status.

Non-exempt Employees

Non-exempt employees are employees who have been classified by the Company as non-exempt and who are ***not*** exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of eight hours in any workday and 40 hours in a workweek.

Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor with any questions or concerns regarding this status.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of 40 hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work fewer than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all, employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

Workplace Relationships

In order to avoid potential conflicts of interest, favoritism, or illegal harassment, supervisors are prohibited from engaging in a romantic or dating relationship (whether formal or informal) with a subordinate or an employee over whom the supervisor may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Company will not hire or place an individual who is in a romantic or dating relationship (whether formal or informal) with another employee when a prohibited situation would arise.

If a prohibited situation relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to Human Resources immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

Appropriate steps will be taken consistent with this policy in the sole discretion of the Company. This may include, but is not limited to, adjusting or the removal of any reporting relationship between the supervisor and the employee or termination of employment. The Company reserves the right to take whatever action is necessary in its discretion to address the matter.

In addition, the Company will consider romantic or dating relationships when they affect an employee's job performance, occur during working time or on Company premises, or pose a conflict of interest or danger of a conflict of interest, even when a supervisory/subordinate relationship does not exist between the employees. Where such a situation occurs, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. The Company reserves the right to take whatever action is necessary in its discretion to address the matter.

All employees must avoid romantic or dating relationships with other employees that create conflicts of interest, potential sexual harassment complaints, or discord or distractions that interfere with the employees' productivity.

For purposes of this policy, the term romantic or dating relationship includes, but is not limited to, casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic, dating or sexual relationships.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

Employment of Relatives

In order to avoid potential conflicts of interest, favoritism, prohibited harassment or breaches of professional standards, supervisors are prohibited from being a relative of another employee who is a subordinate of the supervisor or over whom the supervisor or manager may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Company will not hire or place an individual who is a relative of another employee when a prohibited situation would arise.

If such a relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to Human Resources immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

Appropriate steps will be taken consistent with this policy in the sole discretion of the Company. This may include but is not limited to adjusting or the removal of any reporting relationship between the supervisor and the employee, or termination of employment. The Company reserves the right to take whatever action is necessary to resolve the matter.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

In addition, the Company will consider relative relationships when they affect an employee's job performance, even when a supervisory/subordinate relationship or conflict does not exist between the employees. The Company reserves the right to take whatever action is necessary to resolve the matter.

For purposes of this policy, the term "relative" includes individuals related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). Current employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions that present a conflict of interest or danger of conflict of interest.

Background Checks

The Company recognizes the importance of maintaining a safe, secure work environment with employees who are qualified and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history,

personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Access to Personnel Files and Payroll Records

Upon written request, a current or former employee or a designated representative may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a Kitchen and Cater Staffing representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only Human Resources is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, Kitchen and Cater Staffing needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits related purposes.

Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to Human Resources promptly.

Voluntary Open Door Policy

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's supervisor. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some Company policies, such as the Sexual and Other Prohibited Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize this Voluntary Open Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

WORKPLACE CONDUCT

Standards of Conduct

The Company expects employees to follow basic, common-sense rules of conduct that will protect everyone's safety and security, as well as the Company's legitimate business interests. It is not possible to list all the forms of prohibited behavior, but below are examples of unacceptable behavior that may lead to disciplinary action up to and including termination of employment, in the discretion of the Company. The following list is not all-inclusive:

- Falsification of employment records, employment information or work-related information of the Company;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee's;

- Theft or the deliberate or careless damage of the Company's property or the property of any employee, visitor or other third-party involved in the Company's business operations;
- Use or removal of materials, supplies, tools or products of the Company, a visitor or third-party involved in the Company's business operations without advanced permission from management;
- Provoking a physical fight or engaging in physical fighting in the work environment, during working hours, at a work event or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless otherwise permitted by applicable law.
- Using abusive, violent, threatening or vulgar language at any time in the work environment, during working hours or while on premises owned or occupied by the Company;
- Absence of three (3) consecutive scheduled workdays without prior notice to the Company;
- Making knowingly false statements concerning the Company or any employee or third-party involved in the Company's business operations;
- Failing to obtain permission from your supervisor to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected;
- Violating the Attendance Policy;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (for employees subject to mandatory sick leave laws, please refer to the provisions of the applicable policy or posting concerning sick leave);
- Working overtime without authorization or refusing to work assigned hours;
- Violating any policy, rule or procedure of the Company;
- Failure to demonstrate immediate and consistent improvement in poor work performance;
- Refusal to perform assigned duties as requested by a supervisor unless unsafe or contrary to Company policies or procedures;
- Use, consumption or possession of intoxicating beverages or illegal drugs on the Company premises, during working hours, or a work event, or otherwise violating the Company's Drug and Alcohol-Free Workplace Policy.
- Discrimination or harassment in violation of our Discrimination, Harassment and Retaliation Prevention Policy against any employee, client, contractor, visitor, or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability or any other protected characteristic under applicable law.

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct or performance issues or rule violation in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the

employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Handbook, only the Company Owner and CEO has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the Company Owner and CEO.

Reporting and Anti-Retaliation Policy

We Encourage a Speak Up Culture

Choosing to speak up about work-related concerns helps build a healthy, ethical, and compliant Company and is part of our culture. To promote that culture, The Company encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our policies or procedures; the laws, rules, and regulations that govern our business operations; and best practices in accounting, auditing and financial reporting matters (collectively these are referred to in this policy as our "Code").

For purposes of this policy, and because our Code captures standards of ethics and compliance at a broad level, references to our "Code" should also be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company's policies and procedures, as well as applicable laws. Our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

Kitchen and Cater Staffing is deeply committed to promoting a culture of ethical business conduct and compliance with:

- Our policies and procedures;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing and financial reporting matters.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work.

Raise Good Faith Questions and Concerns About Conduct that May Violate Our Code

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code.

We promote an environment that fosters good faith communications when performing job duties and responsibilities for the Company. This includes conduct by employees, managers, supervisors, and third parties involved in the Company's business operations, including, for example, contractors, suppliers, consultants, or clients.

We Do Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of our Code or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

It is Kitchen and Cater Staffing's policy to adhere to all applicable laws protecting our employees against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.[1]

How to Raise Questions and Concerns

You can submit your good faith questions or concerns about conduct you believe may violate our Code to:

- The General Manager
- Human Resources

When you raise a concern, the Company will maintain confidentiality to3 the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When raising concerns, we ask that you provide as much detailed information as possible, including the background and history of the concern, names, dates and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

[1] Nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

What the Company Will Do

Kitchen and Cater Staffing is committed to reviewing all reported concerns, conducting proper, fair and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. Employees are expected to provide truthful information when participating in an investigation.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

Adherence to This Policy

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of that employee's protected actions as described in this policy may be subject to corrective action, up to and including termination.

Please note as well that the Company does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in investigations or proceedings conducted by one of these authorities.

Confidential Company Information

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours, benefits, or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as: communicating with others; self-organizing; joining, forming or assisting labor organizations; bargaining collectively through representatives of the employees' choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the National Labor Relations Act.

Confidential Information also does not include: conduct that was, or that an employee reasonable believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence to** a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade

secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

Personal Appearance

The image the Company projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately to perform their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

We encourage employees to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. If employees are absent, their job duties will need to be performed by others or go undone. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work and change into a uniform or safety gear if the employee is required to do so on the premises. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, they must call their supervisor at least 24 hours in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). If an employee knows they will be absent due to a scheduled appointment or the like, they should inform their supervisor at least one week before the scheduled absence that they will not be available for work. Employees who need to leave early must notify their supervisor as soon as they learn that they will not be

able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Paid sick and safe time or mandatory paid leave provided under federal, state or local law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under applicable law; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their supervisor of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their supervisor or Human Resources. The Company will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three (3) consecutive scheduled workdays (No Call/No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Social Media

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view an employee as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

For purposes of this Policy, “social media activity” includes all types of posts and other communications on the internet, including but not limited to, posts on social networking sites, such as Facebook, LinkedIn, and Google+; blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as X (formerly Twitter); and posts of photographs, video or audio on media-sharing sites, such as YouTube, Instagram, TikTok, or Flickr. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

Scope Of This Policy

This Social Media policy applies:

- To all Company employees;
- To social media activity for business or personal purposes;
- To social media activity while on or off duty, when on or off the Company’s premises, and while using the Company’s or personal electronic resources;
- To social media activity that relates in any way to, or may reflect on or impact, the Company’s business, employees, customers, business partners, vendors, suppliers or competitors; and
- Regardless of whether an employee identifies their affiliation with the Company in their social media activity or in their account profile or posts anonymously or using a pseudonym.

Guidelines

The Company values its established brand reputation and goodwill relationships. These are important corporate assets. When an employee engages in social media activity that identifies them as a Company employee, or in any way relates to, or reflects on, the Company, they should bear that in mind and follow the guidelines listed below:

- **Limit personal use during working time.** Unless specifically authorized, employees are prohibited from using the Company’s electronic resources to engage in social media activity or from otherwise engaging in social media activity during working time.
- **Know and follow the rules.** An employee’s social media activity is subject to all pertinent Company policies, including, but not limited to, the Confidential Company Information, Equal Employment Opportunity, Sexual and Other Prohibited Harassment, Employee and Customer Data Privacy Policies, Standards of Conduct, Business Equipment and Information Systems Usage Policy, and other personal conduct policies.

- **Express only personal opinions.** Unless an employee has received prior authorization from Company Owner or CEO, they should not represent in any social media content that they are authorized to speak on the Company's behalf, or that the Company has reviewed or approved their content. If that will not be obvious from the content or context of their post, the employee should put in their post "#notanofficialspokesperson" or state in their account profile or post, "*The views expressed in this post are my own. They have not been reviewed or approved by Kitchen and Cater Staffing."*

- **Be respectful.** Employees should not post content about, or any image of, the Company, management, co-workers, customers, or vendors that is vulgar, obscene, threatening, knowingly or recklessly false, hateful, or a violation of the Company's policies against discrimination, harassment, or hostility on account of age, race, religion, sex, sexual orientation, ethnicity, nationality, disability, or other protected class, status, or characteristic. Employees should not disparage the Company's products or services, or the products or services of its vendors or competitors.

- **Use of company logo.** Employees should not use the Company's logo, trademark or proprietary graphics in a way that suggests they are representing the Company or while engaging in conduct that violates Company policy. For example, employees should not create a social media page with the Company's logo placed in a way that might suggest to readers that the Company is sponsoring the page.

- **Protect confidential business information.** Employees should not disclose or post images or video of any of the Company's trade secrets or confidential business information or of any confidential business or manufacturing processes. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Confidential business information may include, but is not limited to, marketing strategies, product launches, pricing policies; plans for the acquisition or disposition of corporate assets, non-public information about customers, and the Company's attorney-client communications.

- **References**. All requests for references or recommendations received through social media activity must be handled in accordance with the Company's policy on responding to these requests. This policy does not apply to LinkedIn endorsements.

Addressing Concerns

Experience demonstrates that employees are more likely to resolve concerns about work by speaking directly with their co-workers, supervisor or other management-level personnel, or by contacting Human Resources, than by posting those concerns on the internet. If an employee decides to express concerns in social media, they should avoid using any content that reasonably could be viewed as malicious, obscene, or threatening; or that might constitute prohibited harassment or bullying.

Please note that some Company policies, such as the Sexual and Other Prohibited Harassment policy, contain specific reporting procedures that should be followed by employees seeking to report violations of those policies.

Enforcement

Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies.

Personal Electronic Devices

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only.

Personal Calls

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made primarily outside of working time.

The Company may monitor the frequency and duration of an employee's usage of its telephones. Abuse of the Company's telephone service may result in discipline, up to and including termination of employment.

Contact with the Media

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, employees should notify the Company Owner or CEO that they have been contacted by the media whenever they are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company’s behalf without authorization. This rule does not prevent employees from speaking with the media, but employees should not attempt to speak on behalf of the Company unless they have specifically been authorized to do so by an officer of the Company.

Conflicts of Interest

While we acknowledge that employees may have pursuits separate from their work at the Company, such endeavors cannot compete with or conflict with an employee’s job duties and responsibilities at the Company. All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest, as set out in this policy. To further explain an employee’s obligations to avoid conflicts of interest, a conflict of interest may

arise, for instance, when an employee has a financial or other interest that could interfere with the employee's job duties with the Company or when an employee uses their position with the Company for personal gain. Each employee of the Company is required to ensure that they and their family members do not improperly benefit personally from the employee's position as an employee for the Company.

The following are examples of prohibited conflicts of interest in any aspect of an employee's job:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or other business entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or other business entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee finds they have or are considering the assumption of a financial interest, outside employment relationship or other activity that might involve a conflict of interest as discussed in this policy, or if an employee is in doubt as to whether any conduct or activity may constitute a conflict of interest, the employee must promptly discuss the matter with the Company Owner or CEO and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be a conflict of interest or affected by any adverse interest. If the matter is deemed to be a conflict of interest, the affected employee shall withdraw from the matter.

Failure to disclose a conflict or potential conflict of interest is a violation of this policy and may lead to disciplinary action, up to and including termination of employment.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act. including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

Outside Employment

While the Company does not prohibit employees from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the employee's work schedule, job duties and responsibilities to the Company or creates an actual conflict of interest, as set out in the Conflicts of Interest policy;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during working time for the Company, or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

TIMES OFF AND LEAVES OF ABSENCE

Holidays

The Company offers paid time off for the observance of specific holidays each calendar year. Typically, the Company observes federal holidays. Holiday observance will typically be announced in advance.

Only full-time office employees are eligible for paid holidays. If a holiday falls on a weekend day, the holiday is not paid. The holiday must fall on a weekday in order for the Company to observe and pay the holiday.

To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday falls.

The Company does not pay a premium for work performed on a holiday, except for an overtime premium for work performed in excess of eight hours in a workday or 40 hours in a workweek.

Holiday pay for non-exempt employees is calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

California Paid Sick Leave

Scope and Eligibility

This Paid Sick Time Policy generally applies to all employees of the Company who work in California. Employees will receive Paid Sick Time ("PST") as set forth below.

The benefit "year" for purposes of Policy is January 1 to December 31.

Employees covered by this Policy are not eligible to receive sick time under any other Company policy.

Accrual and Carryover of PST

Employees will accrue PST at the rate of 1 hour for every 30 hours worked up to a maximum bank of 80 hours or the equivalent of 10 days of PST, whichever is greater based upon an employee's regular work schedule. Non-exempt employees will accrue PST on all hours actually worked, and as required by applicable law. Exempt employees will accrue PST based on a 40 hour work week, unless their normal workweek is shorter. Once an employee reaches their maximum PST accrual cap, no further PST will accrue until the PST bank falls below the cap. Employees may carryover up to 80 hours or the equivalent of 10 days of PST, whichever is greater based upon an employee's regular work schedule, from year-to-year.

Reasons PST Can Be Used

PST may be used under this Policy only when an employee cannot work for the following reasons:

- An employee's existing health condition including a mental or physical illness, injury, or health condition; to allow an employee to obtain medical diagnosis, care, or treatment for the same; or for an employee's need for preventive medical care or routine medical appointments, including dental visits;

- To allow an employee to care for their family member with an existing health condition including a mental or physical illness, injury, or health condition; to allow an employee's family member to obtain medical diagnosis, care, or treatment for the same; or for an employee's family member who needs preventive medical care or routine medical appointments, including as described in the bullet above;

- Serving on an inquest jury or trial jury;

- Appearing in court to comply with a subpoena or other court order as a witness in any judiciary proceeding;

- The employee or the employee's family member is a victim (as defined below) and attending judicial proceedings related to that crime, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue. For purposes of this reason for use only, a "victim" means a person against whom a violent felony, serious felony, and/or felony theft or embezzlement is committed. Additionally, it includes a person who suffers direct or threatened physical, psychological, or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; or sexual assault.

- The employee or the employee's family member is a victim of a qualifying act of violence and:

    - Obtaining or attempting to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;

    - Seeking, obtaining, or assisting a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;

    - Seeking, obtaining, or assisting a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;

    - Seeking, obtaining, or assisting a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;

    - Participating in safety planning and take other actions to increase safety from future qualifying acts of violence;

    - Relocating or engaging in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;

    - Providing care to a family member who is recovering from injuries caused by a qualifying act of violence;

    - Seeking, obtaining, or assisting a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;

- Preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or

- Seeking, obtaining, or providing childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

- Other reasons required by a jurisdiction with a mandatory paid sick leave law if an employee is scheduled to work in that jurisdiction.

Qualifying Act of Violence. For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner (as defined by state or local law), child (including a biological, adopted, or foster child, stepchild, the child of a spouse or domestic partner, or a child to whom the employee stands in loco parentis), legal ward, parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child), legal guardian, grandchild, grandparent, sibling (including a sibling related through half-blood, whole blood, adoption, or step-sibling), a designated person, or other family members as defined by applicable law. The definition of "child" applies irrespective of a child's age or dependency status.

Designated Person. A family member also includes a "designated person" as follows:

- In Oakland or Berkeley, a family member also includes a "designated person." If an eligible employee who works in Oakland or Berkeley does not have a spouse or registered domestic partner, the employee may designate one person as to whom the employee wishes to use PST under this Policy to aid or care for that person.

- Eligible employees working in California may designate one person for whom the employee wishes to use their available PST, at the time the employee requests to use PST. Employees are limited to having one designated person per 12-month period.

This Policy is intended to meet or exceed the requirements of all relevant federal, state, county and local laws and regulations. In the event that any provision of this Policy conflicts with applicable laws and regulations, the applicable laws and regulations will govern.

Requesting PST Under This Policy

Employees may begin to use PST on their 90th day of employment.

If the need to use PST under this Policy is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to their supervisor of an absence from work. If the need to use PST under this Policy is unforeseeable, an employee must provide notice – either orally or in writing – to their supervisor of the need to use PST as soon as practicable.

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

In all circumstances, an employee is responsible for specifying that the time off is for PST reasons, so that the absence may be designated as a PST absence.

Pursuant to the Company's timekeeping policies, employees should record their use of PST in [the timekeeping system], either before their absence or upon their return to work.

Increments of Use

PST taken under this Policy may be used in an initial increment of one hour or more to cover all or just part of a workday.

Rate of Pay

The rate of pay for PST taken under this Policy will be calculated in accordance with applicable law.

Verification of Absences

The Company may require a doctor's note or other verification of the employee's need for the absence, to the extent permitted by applicable law. Depending on the circumstances, verification may include a doctor's note (for the employee's own or family member's health condition); closure order for a school, business, childcare provider, or place of care; police report, court document, or court order of protection (indicating domestic violence, stalking, etc.); and/or other verification as permitted by applicable law. Any verification information requested by the Company should be submitted via email to Human Resources, and not to an employee's manager.

Discipline

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

Integration with other Benefits

It is the employee's responsibility to apply for any applicable benefits for which the employee may be eligible as a result of the illness or disability. An employee's PST benefits will be fully integrated with other benefits available to the employee, as permitted by applicable law.

Separation from Employment and Rehire

An employee who separates from employment with the Company will not be paid out unused PST at separation. If an employee is rehired, the Company will reinstate unused PST as required by applicable state or local law.

No Retaliation or Discrimination

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

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

San Francisco Public Health Emergency Leave

The Company provides public health emergency leave ("PHEL") to eligible employees in compliance with San Francisco's Public Health Emergency Leave Ordinance (the "Ordinance").

Eligibility

All employees (including full-time, part-time and temporary employees) who work in San Francisco are eligible to receive PHEL from the Company.

Amount of PHEL

Each January 1st, eligible employees will be provided up to eighty (80) hours of PHEL as follows:

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.

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

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

- Employees with a full-time, regular, or fixed schedule will be provided an amount of PHEL equal to the number of hours the employee regularly works or takes paid leave over a two-week period.

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

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

Using PHEL

Eligible employees may use PHEL during a public health emergency[2] if they cannot work (or telework) due to one of the following reasons:

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

- The employee has been advised by a healthcare provider to isolate or quarantine.

- The employee is experiencing symptoms of and seeking a medical diagnosis, or has received a positive medical diagnosis, for a possible infectious, contagious, or communicable disease associated with the public health emergency.

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

- The employee is caring for a covered family member who is subject to an individual or general federal, state, or local health order (including an order issued by the local jurisdiction in which an employee resides), has been advised by a healthcare provider to isolate or quarantine, or is experiencing symptoms as described in the bullet point above.

- The employee is caring for a covered family member if the school or place of care of the family member has been closed, or the care provider of such family member is unavailable, due to the public health emergency.

- An air quality emergency[3], if the employee primarily works outdoors and is a member of a "vulnerable population" (a person who has been diagnosed with heart or lung disease; has respiratory problems including but now limited to asthma, emphysema, and chronic obstructive pulmonary disease; is pregnant; or is age 60 or older).

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

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

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

Requesting PHEL

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

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

Rate of Pay

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

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

For exempt employees, payment for PHEL is calculated in the same manner as wages are calculated for other forms of paid leave time.

Discipline for Unprotected Use of PHEL

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

Effect on Other Rights and Policies

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

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

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

Separation from Employment

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

No Discrimination or Retaliation

The Company prohibits discrimination and/or retaliation against employees who request or use PHEL for qualifying reasons consistent with the provisions of this policy and applicable law. So long as the Notice provisions outlined above are followed, the Company will not count an employee's use of PHEL as an absence or "occurrence" under

any Company attendance policy. Therefore, any such use of PHEL will not lead to or result in discipline, demotion, suspension or termination.

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

Additional Information Regarding the Ordinance

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

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

Family and Medical Leave

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

Employee Eligibility

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

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, a child of a registered domestic partner, grandparent, grandchild, parent-in-law, sibling or designated person (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only),

qualifying exigency leave as defined under the CFRA (CFRA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, the Company will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

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

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

Definitions

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

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

"Designated Person," for purposes of this policy means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request

CFRA leave. Employees are limited to one designated person per 12-month period.

"Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

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

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

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

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

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or

- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:

    - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
    - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
    - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
    - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
    - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

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

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

Length of Leave

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

The applicable "12-month period" utilized by the Company is the calendar year. Under this method the 12-month period begins each January, and ends each December.

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

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

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

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

Intermittent or Reduced Schedule Leave

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

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential

functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

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

Leave taken intermittently may be taken in increments of no less than 1 hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

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

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. [Bonding Leave must be concluded within one year of the birth or placement of the child.

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

Notice and Certification

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

Employees are required to provide:

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

travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

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

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

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

Recertification After Grant of Leave

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

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

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

Qualifying Exigency Leave Requirements

Employees are required to provide:

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

Certification forms are available from Human Resources.

Failure to Provide Notice or Certification and to Return from Leave

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

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is

common to both Fed-FMLA and CFRA and, therefore, leave is running concurrently, will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, leave is running consecutively, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

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

Job Reinstatement

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

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

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

Confidentiality

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

Fraudulent Use of FMLA Leave Prohibited

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

Nondiscrimination

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

Additional Documentation

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources.

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

Bereavement Leave

Eligible employees may take up to five days of bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member. Bereavement leave is separate from and provided in addition to other legally protected leaves, including leave provided under the California Family Rights Act. Bereavement leave is unpaid, except that an employee may use accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

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

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

Reproductive Loss Leave

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

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

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.

- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another

individual where the employee would have been a parent of a child born as a result of the pregnancy.

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

Reproductive loss leave is unpaid. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

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

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

Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

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

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

Reasonable Accommodation for Employees Affected by Pregnancy Under California Law

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

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

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

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

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

Advance Notice and Medical Certification

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

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

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

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

Duration

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider. Leave taken intermittently may be taken in increments of no less than 1 hour.

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

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

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

Benefits

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

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

Integration with Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued paid sick benefits during the unpaid leave of absence, if applicable.

However, use of paid sick benefits will not extend the available leave of absence time. During pregnancy disability leave, employees will continue to accrue seniority to the same extent and under the same conditions as would apply to any other unpaid disability leave provided for reasons other than pregnancy disability.

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

Reinstatement

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

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

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

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

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

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

Pregnancy Accommodations Under the Federal Pregnant Workers Fairness Act

In addition to the accommodations provided under California law, Kitchen and Cater Staffing complies with the federal Pregnant Workers Fairness Act ("PWFA") by providing reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Company's business. "Known physical or mental limitations" are those that the applicant, employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations prompted the request.

Human Resources will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that accommodation.

The Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination or retaliation should report it immediately to any Human Resources Representative.

Family Military Leave

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse (including a same-sex spouse) or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees

submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

School or Child Care Activities Leave

An employee who is a parent to one or more children who are of the age to attend a licensed childcare provider, kindergarten or grades one through 12 may take up to 40 hours of leave per year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed childcare provider;
- Participating in school or childcare-related activities; or
- Addressing a childcare provider or school emergency.

“Parent” includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand *in loco parentis* (in place of a parent) to a child.

Time off for reasons other than a childcare provider or school emergency is limited to eight hours per calendar month. Childcare provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or childcare provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or childcare provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or childcare provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor. Employees needing time off to address a childcare provider or school emergency must provide notice to their supervisor as soon as practicable.

The Company may require employees to provide documentation from the school or

childcare provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for Kitchen and Cater Staffing, only one parent - the first to provide notice - may take the time off, unless Kitchen and Cater Staffing approves both parents taking time off simultaneously.

Employees must substitute any existing accrued paid time off (PTO) for any part of this leave. Employees who do not have PTO available will be allowed time off without pay.

School Discipline Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

To be eligible for leave, the employee must provide advance notice that their appearance at the school has been requested. The Company may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may use their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

The Company will not discharge, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

Bone Marrow Donor Leave

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with up to five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use all available accrued sick time concurrently with this time off. If an employee does not have enough earned sick time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave annual leave or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

Organ Donor Leave

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off, without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins leave. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use all available accrued sick time concurrently with this time off. Any remaining days of paid leave will be paid by the Company, up to 30 workdays. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, , annual leave or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they did not take a leave. For

example, if an employee on organ donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

Military Leave

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, they should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility – USERRA

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements:

- The employee provides proper notice (as discussed below);
- The cumulative total of the employee’s service periods does not exceed five years, except as otherwise permitted by USERRA (as discussed below);
- The employee seeks reinstatement within the time frames outlined by USERRA (as discussed below); and
- The employee is discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA’s protections (as discussed below).

Definitions – USERRA

For purposes of this policy, “uniformed services” means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent

personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to train for such service, and any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, “service in the uniformed services” means voluntary or involuntary active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a period for which a person is absent from a position of employment due to an appointment into service in the Federal Emergency Management Agency as intermittent personnel under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)), and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32.

Notice of Leave – USERRA

An employee must notify Human Resources of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Employees are responsible for updating changes in contact information by sending such information to Human Resources.

Length of Leave – USERRA

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require the Company to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit, please contact Human Resources.

Nature of Discharge – USERRA

Reinstatement may be denied if an employee is released from service under conditions that would disqualify the employee for the protections provided for under USERRA (for example, a dishonorable discharge).

Use of Accrued, Unused Paid Time Off During Leave – USERRA

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave, but may choose to do so.

Employee Responsibility to Seek Reinstatement – USERRA

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

For uniformed service that is Less than 31 Days or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

For uniformed service that is more than 30 days, but less than 181 days: An employee must seek reinstatement within 14 days of release from uniformed service if the employee's service was greater than 30 days but less than 181 days.

For uniformed service that is more than 180 days: An employee must seek reinstatement within 90 days of release from uniformed service if the employee's service was greater than 180 days.

In case of Injury or illness: If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years, unless seeking reinstatement after expiration of that period is impossible or unreasonable due to no fault of the employee.

Reinstatement Positions – USERRA

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to be reinstated as follows:

If uniformed service is less than 91 days: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position ("escalator position"). If the employee is not qualified to perform the required duties of the escalator position, the

Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

If uniformed service is greater than 90 days: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

Employees with Disabilities: An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Company will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

The Company may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show they gave reasonable notice of the need for leave, the employee has not exceeded five years of non-exempt service, the employee sought reinstatement within the time frame required by USERRA, and the employee was discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the time frames discussed below, the Company will apply its normal work rules regarding absence from employment without notice or permission.

Discharge Restrictions Following Reinstatement – USERRA

Employees who are reinstated after uniformed service that lasts between 30-180 days will not be discharged except for cause for a period of six months following reinstatement.

Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means: (1) with respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and (2) with respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

Health & Welfare Benefits While on Leave – USERRA

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage. Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

Prohibition Against Discrimination and Retaliation – USERRA

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, or to Human Resources to report such incidents. After a report is received, a thorough and objective investigation will be undertaken, according to the Equal Employment Opportunity policy set forth in the Company's Handbook. The Company prohibits retaliation against employees who make such a complaint.

California Military Leave

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time

involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the employee is ordered to duty or training for 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the national guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which they serve in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, they applied for reemployment within 40 days of being released from service; or, if the employee left part-time employment, they applied for reemployment within five days of being released from service; and
- The employee's position was not temporary.

For one year following reemployment, the Company will not discharge the employee without cause.

The Company will not discriminate against members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Company will not hinder or prevent the employee form performing that service.

Emergency Responder Leave

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty or engages in fire, law enforcement or emergency rescue

training. In the event you need to take time off for this type of emergency duty, please alert your supervisor before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law.

Civil Air Patrol Leave

The Company will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

The Company will provide eligible employees with up to 10 days per year of leave, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and the Company approves the extension. To be eligible for leave, employees must have been employed by the Company for at least 90 days immediately preceding the start of the leave and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. The Company may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation

or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay or other benefits.

Jury and Witness Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summonses or subpoenas, attend court for prospective jury service or serve as a juror or witness under court order. Under no circumstances will employees be terminated, coerced, discriminated against, retaliated against, or otherwise penalized because they request or take leave in accordance with this policy.

Employees must notify their supervisor with notice of any jury summons or subpoena or court order within a reasonable time after receipt and before their appearance is required. Verification from the court clerk of having served or appeared may be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable except that exempt employees will not incur any reduction in pay for partial week's absence due to jury or witness duty. Employees may use personal leave or compensatory time off that is otherwise available to the employee for time spent responding to a summons and/or subpoena, for participating in the jury selection process or for serving on a jury or as a witness. Employees may retain any mileage allowance or other fees paid for the jury or witness duty.

Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

Crime Victim Leave

Kitchen and Cater Staffing will provide time off to any employee who is a victim so that the employee may obtain or attempt to obtain relief and will provide time off to any employee who is the victim or the family member of a victim so they can attend judicial proceedings related to the crime. For purposes of this policy, “victim” means an individual against whom a qualifying act of violence is committed. “Qualifying act of violence” means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. For an employee seeking time off to attend judicial proceedings under this policy, a “victim” also includes a person against whom a violent felony, serious felony, and/or felony theft or embezzlement is committed. Additionally, it includes a person who suffers direct or threatened physical, psychological, or financial harm due to the commission or attempted commission of the following crimes or delinquent acts: vehicular manslaughter while intoxicated; felony child abuse likely to

produce great bodily harm or a death; assault resulting in the death of a child under eight years old; felony domestic violence; felony physical abuse of an elder or dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; and sexual assault. “Relief” includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee’s family member. Also for purposes of this policy, “family member” means the employee’s child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a “designated person” means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship.

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee’s family member was a victim; a court order protecting or separating the employee or the employee’s family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee’s family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee’s family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee’s behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim or has a family member who is a victim may take time off for any of the following reasons: (1) to seek or obtain, or assist a family member to seek or obtain, medical attention for injuries caused by a qualifying act of violence; (2) to seek or obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence; (3) to seek or obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence; (4) to participate in safety planning and take other actions to increase safety from future qualifying acts of violence; (5) to relocate or engage in the process of securing a new residence due to the qualifying act of violence (this includes securing temporary or permanent housing or enrolling children in a new school or childcare); (6) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; (7) to seek or obtain, or assist a family member to seek or obtain, civil or criminal legal services in relation to the qualifying act of violence; (8) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and (9) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. The total length of leave under this policy is limited to 12 weeks.

Employees may use accrued paid time off in order to receive compensation during the leave of absence.

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

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

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

Leave to Attend Judicial Proceedings Related to Certain Felonies

Kitchen and Cater Staffing prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Court Proceedings for Serious Crimes

Kitchen and Cater Staffing prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Any employees who do not have sufficient time outside of working hours to vote in a statewide public election, while the polls are open, may take up to two hours off from work, without loss of pay. Any additional time off will be without pay. Employees must take the time off at the beginning or end of their regular work schedule, whichever allows

the most free time for voting and the least amount of time off from work, unless mutually agreed otherwise.

Employees must provide at least two working days' notice of the need for leave when, on the third working day prior to the election day, the employee knows or has reason to believe they will need time off to vote on election day. Otherwise, employees must give reasonable notice of the need to have time off to vote.

Election Officer Leave

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid.

The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

State of Emergency

The Company will not take or threaten to take adverse action against any employee for refusing to report to, or leaving, a workplace or worksite within an area covered by the State of Emergency or impacted by an emergency condition because the employee has a reasonable belief that the workplace or worksite is unsafe or prevent any employee from accessing their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.

“Emergency condition” means the existence of either of the following but does not include a health pandemic: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

PAY PRACTICES

Performance Reviews

Employees may receive a performance evaluation from time to time. Please keep in mind that a positive performance review does not guarantee a salary increase or a promotion. Salary increases and/or promotions are solely within the discretion of the Company and depend upon many factors in addition to individual and Company performance.

Pay and promotion decisions must be in writing and approved by an authorized

representative of the Company to be effective. The Company reserves the right to issue disciplinary action and make any personnel changes (including termination) before or after performance evaluations.

Payment of Wages

Employees will be paid bi-weekly on Friday by check or direct deposit. Each pay period covers the prior two-workweek period.

If the regular payday falls on a Company-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive a statement containing Direct Deposit Advice on each payday.

Paycheck Deductions

The Company is required by California and federal laws to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state income taxes, Social Security or wage garnishments. Depending on the benefits employees choose, deductions expressly authorized in writing by the employee to cover insurance premiums or other benefit premiums may also occur.

The Company will not make any deduction from an employee's wages which is not either authorized by the employee in writing or permitted by California or federal law.

The amount of all deductions will be listed on an employee's pay stub.

Reporting Errors and Obtaining More Information

If any employee, exempt or non-exempt, has questions about deductions from their pay, believes they have been subjected to improper deductions or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, the employee should contact Human Resources or a supervisor.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Work Schedules

The Company is normally open for business from Monday through Friday, 6 AM to 2:30 PM. Your supervisor will assign your work schedule.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work or change into uniform and/or protective gear if employees are required to change on the premises.

Employees are required to take meal and rest periods when required by applicable law. The Company complies with federal and California law in this regard. Employees should review the Company's Meal and Rest Break policy for further information. If an employee believes they are not being permitted to take meal or rest periods required by applicable law, the employee should immediately contact Human Resources.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Discussion of Wages

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

This policy does not require disclosure of wages.

Meal and Rest Periods

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

Meal Periods

The Company provides at least a 30-minute meal period to employees who work more than five hours in a work period and a second 30-minute meal period to employees who work more than 10 hours in a work period, unless they have elected to waive a meal period in accordance with the Company's policy and state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal Period Waiver Forms are available from Human Resources**.**

When an employee works for a work period of more than five hours, the Company will provide a 30-minute meal period to start within the first five hours of work. When an employee works for a work period of more than 10 hours, the Company will provide a second 30-minute meal period to start within the first ten hours of work.

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

The Company provides meal periods as follows:

Number of Hours Worked in a Work Period	Number of Meal Periods Provided	Comments
0 to ≤ 5.0	0	An employee who does not work more than five hours in a work period is not provided with a meal period.
> 5.0 to ≤ 10.0	1	An employee who works more than five hours in a work period, but who does not work more than ten hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

The Company does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

Rest Periods

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

Number of Hours	Number of 10-Minute Rest Periods	Comments

Worked in a Work Period		
0 to < 3.5	0	A non-exempt employee who works less than 3.5 hours in a work period is not entitled to a rest period.
3.5 to ≤ 6	1	A non-exempt employee who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.
> 6.0 to ≤ 10.0	2	A non-exempt employee who works more than 6 hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods.
> 10.0 to ≤ 14.0	3	A non-exempt employee who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.
***** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.***		

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period.

Because rest periods are paid, non-exempt employees should not clock out for them.

Responsibilities

Supervisors are responsible for administering their department's meal and rest periods.

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy is immediately entitled to a meal or rest period premium. The General Manager or Human Resources will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to

otherwise know of this fact. Employees who feel they are owed a premium as a result of this Policy, but have not received the premium, should report the missing premium immediately to their General Manager or Human Resources.

Lactation Accommodation

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

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

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

For lactation breaks when an employee is working at a physical location of the Company, the Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact Human Resources**.**

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should contact their General Manager or Human Resources, in person, by phone, by email or by text. If the Company

cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

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

Lactation Accommodation [San Francisco Employees]

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

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

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

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

Employees have a right to request lactation accommodation. To request a lactation accommodation, employees should contact their General Manager or Human Resources, in person, by phone, by email or by text. The Company will respond to a request for accommodation within five business days and will engage in an interactive process with the employee to determine the appropriate break periods and the Lactation Location for

the employee. If the Company denies a request for lactation accommodation, it will provide a written statement identifying the reason(s) for doing so.

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

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

Timekeeping

Non-exempt Employees

Employees who are classified as non-exempt must accurately record the time they work each day, including the time they begin work, the time they end work, and the time they start and return from meal periods.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Non-exempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means non-exempt employees must not start work early, finish work late, work during a meal or rest break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, they should report the incident immediately to Human Resources.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Most exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs

any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;

- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;

- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;

- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence.

The Company may require an exempt employee to use available vacation as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Non-exempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, for all hours worked in excess of eight hours up to and including 12 hours in any workday and for the first eight hours worked on the seventh consecutive day of work in a workweek. Additionally, employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in

excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay.

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

All overtime work must be authorized in advance by the employee's supervisor**.** Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Business Travel and Reimbursement

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy.

When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company. Employees are expected to limit expenses to reasonable amounts. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of the Company. Employees must submit business expense reimbursement requests within five (5) days of incurring the expense.

Employees should ask their supervisor or Human Resources for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Exempt employees will be paid their regular salary for any weeks in which they travel. Non-exempt employees will be paid for travel time in accordance with Company policy and with federal and state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

Scheduling for Part-Time Employees [San Jose]

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

Additional Hours for Qualified Part-Time Employees

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

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

For purposes of this policy, part-time employees are defined as non-exempt employees working less than 35 hours per week who (1) performed at least two hours of work for the Company in the last calendar week and within the geographic boundaries of San Jose, and (2) are entitled to payment of the minimum wage under California law.
The Company will use a transparent and nondiscriminatory process to distribute hours of work among existing employees.

Retaliation Prohibited

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

Day of Rest

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

This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.

The Company will reasonably accommodate the observance of a Sabbath or other religious holy day by employees, unless doing so would result in undue hardship to the conduct of Company business.

Employees will be paid for all hours worked in compliance with federal, state and local law.

EMPLOYEE BENEFITS

Benefits Overview

Benefit plans offered by Kitchen and Cater Staffing, are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for employees' inspection. Kitchen and Cater Staffing's designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by Kitchen and Cater Staffing**.**

Employment benefits vary according to the position and status of the employee.

Employees will receive information upon hire and annually concerning benefits. Temporary employees are not entitled to any Company benefits other than those required by law. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The details of available benefits will change over time. The Company reserves the right to modify or discontinue its benefits at any time to the extent permitted by law.

Kitchen and Cater Staffing's benefits programs as of the date of the Handbook are listed below. Eligibility is dependent on many factors, including the employee's employment status (e.g., number of hours regularly worked each week).

- Health Insurance
- Dental Insurance
- Vision Insurance
- 401K

Employees may contact Human Resources for benefits information.

California State Disability Insurance

California State Disability Insurance ("CA SDI") is a state-run disability insurance program administered by the California Employment Development Department ("Department") that provides partial wage replacement to eligible employees who are unable to work when they are temporarily disabled by a non-work-related injury or illness.

CA SDI benefits are funded by employee contributions made through payroll deduction. The payroll deduction is set by the Department as a percentage of an employee's eligible wages and may be adjusted periodically.

Eligibility

California-based employees who meet the financial eligibility requirements established by the Department are eligible for CA SDI.

Reasons for and Duration of Benefits

Employees may be eligible for up to 52 weeks of CA SDI benefits to attend to their own physical or mental health condition as certified by a health care provider, including illness, injury, pregnancy/childbirth.

Providing Notice to the Company Before CA SDI

As noted above, CA SDI is a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting Human Resources and complying with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law.

The Company will keep any information provided in connection with CA SDI benefits confidential, to the extent possible and in accordance with applicable law.

Applying for CA SDI Benefits with the Department

Employees must apply for CA SDI benefits through the Department's online system or by using the Department's forms available at https://edd.ca.gov/en/disability/SDI_Online/.

In order to avoid delays in approvals and/or payments, applications should be submitted to the Department as soon as possible, as early as 30 days prior to the anticipated start date of CA SDI benefits.

Applications must be submitted no later than 49 days after the disability period begins.

Wage Replacement Benefits

CA SDI wage replacement benefits are determined and administered by the Department, not the Company. The amount of wage replacement benefits is calculated based upon an employee's average weekly wage and is capped at a maximum weekly benefit amount that may be adjusted annually.

There is an unpaid waiting period of seven calendar days before benefits are payable for CA SDI.

Use of Company-Provided Accrued Paid Time Off during CA SDI

Employees may choose, but will not be required, to use accrued and available paid sick leave during any unpaid waiting period before CA SDI benefits are payable.

Unless CA SDI is being used during California Pregnancy Disability Leave ("CA PDL"), Company-provided paid time off, including sick leave cannot be used to supplement or "top off" CA SDI benefits.

If an employee uses Company-provided paid time off and receives CA PFL wage replacement benefits for the same hours, the Company-provided paid time off may be considered an overpayment. The Company and/or the Department may seek to recoup any overpayments made.

Coordination with Leaves and Other Benefits

CA SDI benefits will run concurrently with protected leave taken under the federal Family and Medical Leave Act, the California Family Rights Act, California's Pregnancy Disability Leave Law, and any other applicable federal, state, or local leave law.

The combined pay between CA SDI and any Company-provided disability plan or paid medical leave program cannot exceed the employee's weekly wages. All wage replacement benefits will be fully integrated to avoid duplication of benefits.

In any week in which an employee receives benefits under federal or state unemployment laws, the employee may be disqualified from receiving CA SDI wage replacement benefits. CA SDI benefits will be offset for workers' compensation benefits received.

Consequences of the Misuse of CA SDI

Employees who fraudulently obtain CA SDI benefits will be required to repay benefits, will be assessed a penalty, and may be disqualified from receipt of CA SDI benefits in the future.

Additional Information

Employees should contact Human Resources at 408.304.9008 with questions regarding CA SDI benefits. For more information on CA SDI, see the CA SDI Notice to Employees.

California Paid Family Leave

California Paid Family Leave ("CA PFL") is a state-run paid family leave program administered by the California Employment Development Department ("Department") that provides partial wage replacement to eligible employees who are unable to work for certain qualifying reasons. The amount of CA PFL available to employees is calculated on a "benefit year" basis, which is defined as the period of 12 consecutive months beginning on the first day of CA PFL benefits.

CA PFL benefits are funded by employee contributions made through payroll deduction. The payroll deduction is set by the Department as a percentage of an employee's eligible wages and may be adjusted periodically.

Eligibility

California-based employees who meet the financial eligibility requirements established by the Department are eligible for CA PFL.

Reasons for and Duration of Benefits

Employees may be eligible for up to eight weeks of CA PFL benefits per benefit year:

- To care for a family member with a serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth.
- To bond with and care for an employee's child during the first 12 months after birth, adoption, or foster care placement.
- To attend to certain issues that arise from a family member being called to covered active military duty.

Family Member. For purposes of CA PFL, a "family member" includes the employee's spouse, domestic partner, child, parent (including the parent of an employee's spouse or domestic partner), sibling, grandchild, or grandparent.

Employees may use CA PFL benefits on an intermittent basis (*i.e.*, taking leave in blocks of time).

Providing Notice to the Company Before CA PFL

As noted above, CA PFL is a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting Human Resources and complying with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law.

The Company will keep any information provided in connection with CA PFL benefits confidential, to the extent possible and in accordance with applicable law.

Applying for CA PFL Benefits with the Department

Employees must apply for CA PFL benefits through the Department's online system or by using the Department's forms available at https://edd.ca.gov/en/disability/paid-family-leave/.

In order to avoid delays in approvals and/or payments, applications should be submitted to the Department as soon as possible, as early as the first day of absence for which CA PFL benefits are sought.

Applications must be submitted no later than 41 days after the first day of absence for which CA PFL benefits are sought.

Wage Replacement Benefits

CA PFL wage replacement benefits are determined and administered by the Department, not the Company. The amount of wage replacement benefits is calculated based upon an employee's average weekly wage and is capped at a maximum weekly benefit amount that may be adjusted annually.

There is no unpaid waiting period before CA PFL benefits are payable.

Use of Company-Provided Accrued Paid Time Off during CA PFL

The Company will not require employees to use or exhaust any accrued and available Company-provided paid time off, including sick leave prior to or while receiving CA PFL.

Employees may also use Company-provided paid time off, including sick leave to supplement or "top off" CA PFL benefits to receive their weekly wages during some or all of the CA PFL.

If an employee uses Company-provided paid time off and receives CA PFL wage replacement benefits for the same hours, the Company-provided paid time off may be considered an overpayment. The Company and/or the Department may seek to recoup any overpayments made.

Coordination with Leaves and Other Benefits

CA PFL benefits will run concurrently with protected leave taken under the federal Family and Medical Leave Act, the California Family Rights Act, and any other applicable federal, state, or local leave law.

The combined pay between CA PFL and any Company-provided paid family leave program cannot exceed the employee's weekly wages. All wage replacement benefits will be fully integrated to avoid duplication of benefits.

In any week in which an employee receives benefits under federal or state unemployment or disability law, the employee may be disqualified from receiving CA PFL wage replacement benefits. CA PFL benefits will be offset for worker's compensation benefits received.

Consequences of the Misuse of CA PFL

Employees who fraudulently obtain CA PFL benefits will be required to repay benefits, will be assessed a penalty, and may be disqualified from receipt of CA PFL benefits in the future.

Additional Information

Employees should contact Human Resources at 408.304.9008 with questions regarding CA PFL benefits. For more information on CA PFL, see the CA PFL Notice to Employees.

Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

No Discrimination or Retaliation

The Company will not discharge or otherwise discriminate against any employee because the employee reports a work-related fatality, injury or illness.

Fraud

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

Supplemental Compensation for New Child Bonding [San Francisco]

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

Eligibility

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

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

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

Definitions

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

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

Supplemental Compensation: Supplemental Compensation is a partial wage replacement that is provided by the Company to an eligible employee during the period when the employee receives California PFL benefits from the State for New Child Bonding.

Supplemental Compensation and California PFL benefits together will not to exceed 100% of an employee's weekly salary and are subject to the Maximum Weekly Benefit Amount.

Duration and Timing of Supplemental Compensation

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

Calculation of Supplemental Compensation

Under California's PFL benefit program, an employee may receive income replacement from the State that is generally either 70% or 90% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. Supplemental Compensation is provided to an eligible employee so that, in combination with the California PFL benefit, the eligible employee may receive approximately 100% of the employee's weekly wages, subject to the Maximum Weekly Benefit Amount. All payments will be integrated so that an eligible employee will receive no greater compensation than their regular compensation during this period.

The State sets a ceiling on the amount an employee receiving California PFL benefits can be assumed to earn. This ceiling is also applied to Supplemental Compensation. In the case of an eligible employee whose weekly wages exceed the ceiling, Supplemental Compensation will not be calculated to reach 100% of the employee's normal gross weekly wage. Rather, the amount of Supplemental Compensation will be subject to the ceiling and will be calculated based on the gross wage obtained by dividing the State's Maximum Weekly Benefit Amount by the percentage rate of wage replacement provided under the California PFL benefit law.

The Company will determine the amount of weekly Supplemental Compensation to be paid to an eligible employee once the necessary information regarding California PFL benefits is obtained from the employee or the State. Any increases in an employee's regular compensation will not necessarily result in an increase in Supplemental Compensation. However, the Company may recalculate the amount of Supplemental Compensation provided to an employee in situations where the employee's leave is

intermittent, and the employee's weekly wages decrease between the time the employee receives the first increment of PFL benefits and any subsequent period where the benefits are received for the same leave. This will be done to ensure the employee does not exceed 100% of the employee's weekly wage and is not subject to an overpayment charge from the State.

Involuntary Separation from Employment

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

Voluntary Separation from Employment

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

Required Documentation for Supplemental Compensation

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

If an employee chooses option 1, the employee must, upon receipt, provide the Company with the Notice of Computation and also upon receipt of the first California PFL benefits payment, submit a copy of the Notice of Payment. If an employee chooses option 2, the employee must notify the Company upon receipt of the first California PFL payment, so that the Company can contact the State to determine the employee's weekly California PFL benefit amount.

Employees must also complete a San Francisco Paid Parental Leave form (the "SFPPLO Form"). In Section 3 of the SFPPLO Form, employees must execute an agreement to reimburse the full amount of Supplemental Compensation received from the Company in the event that they voluntarily separate from employment under the circumstances described in the Voluntary Separation from Employment section above.

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

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

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

Protected Rights

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

Supplemental Compensation for Military Leave [San Francisco]

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

Eligibility

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

Calculating Supplemental Compensation

For purposes of this policy, “Supplemental Compensation” means the difference between the amount of the employee’s “gross military pay” and the amount of gross pay the employee would have received from the Company, had the employee worked their

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

Duration and Timing of Supplemental Compensation

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

Documentation for Supplemental Compensation

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

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

Repayment of Supplemental Compensation

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

Protected Rights

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

SAFETY AND SECURITY

Anti-Violence Policy

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Work-related violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more employees. The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees ("employees"), agents, clients, vendors, customers, or any other third-party interacting with the Company ("third parties").

Examples of work-related violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

- Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:
- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of the Company's or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, another member of management, or Human Resources.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company**.** The Company will make the sole determination of whether and to what extent, it will act upon threats or acts of violence. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

Anti-Bullying Policy

The Company does not tolerate bullying behavior, as explained in this policy.

Work-related bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, or humiliating remarks and epithets;

- Verbal or physical conduct that is threatening or obscene;

- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or

- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying is also prohibited. Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in vigorous and impassioned debate or discussion and protest about terms and conditions of their employment.

Reporting and Response

Employees who are subject to, or witness, bullying in our work environment are encouraged to notify their supervisor, another member of management, or Human Resources immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling or other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of their duties and they have written permission from Company

Owner and CEO. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Work-Related Injuries or Illnesses

An employee who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits. See the Company's Workers' Compensation Insurance policy for more information. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees, including those who work remotely, may not smoke while on video conferences.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

Injury and Illness Prevention Program

The health and safety of employees and others on Company property are of critical concern to the Company. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace

safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*; even if you believe you have corrected the problem. If you suspect a concealed danger is present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, bring it to the attention of your supervisor *immediately*.

Additionally, the Company has developed a written Injury and Illness Prevention Program as required by law. A copy of the Program is available for your review from Human Resources. In addition to attending any training required by the Company, it is your responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to your job.

Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible (within 24 hours), regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Emergency Evacuation

In the event of a fire or hazardous material emergency, the emergency fire alarm system should be activated by pulling one of the fire alarms. The source of a potential fire or hazardous material emergency should *not* be investigated. Any employee who suspects an emergency should report it immediately. In any emergency, reporting is the first essential step to protecting oneself and others.

When the emergency fire alarm system is activated, *all* employees and visitors are expected to evacuate the building by exiting in an orderly manner through the nearest exit.

When exiting, employees should not use elevators and should descend stairwells in an orderly manner. After exiting, employees should report to the area away from the building exits designated as the meeting location. Once employees arrive at the designated area, they should immediately report to their supervisor and remain at that location until accounted for and authorized to leave.

No reentry to the building will be permitted until an official all-clear notification is given.

Employees should review this policy and the evacuation procedures and notify Human Resources if they believe they might require an accommodation or assistance in order to comply with these procedures in the event of an emergency.

Recovery/Cool-Down Periods

Cool-Down Recovery Periods will be provided in accordance with the Company’s Heat Illness Prevention Plans. Kitchen and Cater Staffing permits employees who work outside to spend not fewer than five minutes in the shade to cool down when necessary to avoid

heat illness, during which they are relieved of all duties. There is no set schedule for recovery/cool-down periods and there is no limit on how many recovery/cool-down periods employees may take when performing work outside. Any employee experiencing any signs or symptoms of heat illness must immediately contact their supervisor.

Time spent taking a recovery/cool-down period in compliance with this policy is considered "hours worked" and will be paid. Any nonexempt employee who believes they were not provided with duty-free cool-down periods lasting at least five minutes should immediately report this to their supervisor so that the Company can investigate and, if necessary, provide a premium payment in accordance with applicable law.

Drug and Alcohol-Free Work Policy

Each employee has a responsibility to co-workers and the public to complete their job duties in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law, and include lawful controlled substances that have been illegally or improperly obtained.

Unless otherwise limited by state law, the Company prohibits the use of marijuana and marijuana products. The Company will take disciplinary action, up to and including termination, where the employee is impaired at work due to the use of medical or recreational marijuana or if marijuana or marijuana products are brought onto company property or in company-provided vehicles.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while engaged in work for the Company or on Company premises and from working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health

care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Company's general prohibition against the possession or use of marijuana at work or being under the influence of marijuana during working time and working while impaired applies regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. Employees who have any questions regarding the Company's position concerning medical marijuana in a particular location should contact Human Resources.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Company's premises, to the extent permitted by applicable law. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same sex or gender.

For the purposes of this policy, reasonable suspicion is defined as specific and articulable facts, taken together with rational inferences from those facts, that the individual is in possession of drugs, contraband, or other illegal materials.

Visitors

Restricting access to company premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family and former associates, must be escorted by a Company employee.

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action up to and including termination of employment.

The Company reserves the right to verify the contents of packages, bags and briefcases brought onto Company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify Security and/or Human Resources.

Use of Company Equipment and Resources

When using Company equipment, vehicles or other property, employees are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor.

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

Business Equipment and Information Systems Usage Policy

The Company has significantly invested in telephone services, copiers, computers, laptops, tablets, mobile phones, messaging systems, hardware, internet access, e-mail, software, networks, computer accounts, data storage, voicemail and all other types of business equipment and electronic resources provided by the Company (collectively "Business Equipment and Information Systems"). The Company's Business Equipment and Information Systems are vital to keeping our operations flowing smoothly and effectively.

Monitoring of Business Equipment and Information Systems; No Expectation of Privacy

The Business Equipment and Information Systems provided by the Company, and all information and electronic communications transmitted through, received by or stored on the Business Equipment or Information Systems, are the exclusive property of the Company.

Important Note: The Company (and/or through its authorized representatives) has the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitoring") any information and electronic communications transmitted through, received by or stored on its Business Equipment and Information Systems – including e-mails and messages sent or received (whether such e-mails and messages are related to personal or business matters and/or whether they are sent or received using a Company mail account, a non-Company internet-based account, such as yahoo.com, hotmail.com, gmail.com, or a social networking website), faxes, voicemails, internet and Intranet communications, access

and usage, and documents, files or programs stored on the Company's Business Equipment and Information Systems to the fullest extent permitted by law. The Company's rights regarding Monitoring its employees' use of the Business Equipment and Information Systems exists whenever an employee uses the Company's Business Equipment and Information Systems, regardless of whether they are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Company's business. Thus, at no time should employees believe that they have any expectation of privacy while using any of the Company's Business Equipment and Information Systems.

Employees' use of the Company's Business Equipment and Information Systems constitutes their consent to Monitoring by the Company (and/or its authorized representatives). Therefore, employees should not expect privacy or confidentiality in anything they create, download, display, store, send or receive on the Company's Information Systems, even if it has been deleted, password-protected, encrypted or is marked "confidential," "private," "personal," "privileged" or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Company's Business Equipment and Information Systems is intended solely to protect the security of the Company's business and does not confer an expectation of privacy for individual employees. If an employee wishes to avoid the Company potentially accessing and reviewing their personal communications, documents, files or data, then they should not use the Company's Business Equipment and Information Systems for personal purposes and should not save personal material on the Company's Business Equipment and Information Systems.

Acceptable Use

This policy describes the Company's general guidelines for using its Business Equipment and Information Systems.

Employees should use the Company's Business Equipment and Information Systems with the understanding that these resources are provided for the benefit of the Company's business. Employees may use Company e-mail for personal use, during nonworking time, as long as such use complies with Company rules and policies, and applicable laws. Employees should never use the Company's Business Equipment and Information Systems for personal use in a manner that degrades the functionality of those systems or interferes with their work duties or responsibilities to customers.

The following guidelines, which are not all-inclusive, have been established to ensure that employees understand expectations with regard to use of the Company's Business Equipment and Information Systems:

- Employees must comply with the password and other security provisions of the Company's Business Equipment and Information Systems. Employees must not use codes or passwords to gain unauthorized access to other employees' files or to Company files. Employees must not provide access to the Company's Business

Equipment and Information Systems to anyone other than employees of the Company who are authorized users and other authorized users.

- Sending, saving, accessing, or viewing obscene or vulgar material on the Company's Business Equipment and Information Systems is prohibited. Messages stored and/or transmitted by the Company's Business Equipment and Information Systems must not contain content that may reasonably be considered to be obscene or other patently offensive material, including but not limited to, sexual comments, jokes or images; racial slurs; gender-specific comments; or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Any use of the Company's Business Equipment and Information Systems to engage in harassment or discrimination prohibited by Company policies is unlawful and strictly prohibited.

- The Company's policies apply fully to the use of the Company's Business Equipment and Information Systems. Any use of the Company's Business Equipment and Information Systems that violates a Company policy is prohibited.

- The Company's Business Equipment and Information Systems must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of the Company's Business Equipment and Information Systems.

- Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

- Employees may not download software and install it on Company Business Equipment and Information Systems. The Company reserves the right to audit any Company computer or equipment to determine what software is installed on the local drive(s).

Violators of this policy may be subject to discipline, up to and including termination of employment.

Computer and Systems Security

All Company Business Equipment and Information Systems and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent or retrieved over the internet or the Company's Business Equipment and Information Systems are the property of the Company, and should be considered Company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's Business Equipment and Information Systems for any business reason, including but not limited to, ensuring compliance with this and all Company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to re-create the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email or other messages transmitted through a personal, web-based email account using Company equipment could be stored on the Company's Business Equipment and Information Systems; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email and Message Content Screening

The Company maintains the right to screen all inbound and outbound email and other message (*e.g*. instant messages) content sent or received on the Company's Business Equipment and Information Systems. Messages or attachments that contain obscene or vulgar material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use Company Business Equipment or Information Systems, the employee consents to any monitoring by the Company and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto any Company Business Equipment or Information Systems.

The Company maintains virus protection software on all network servers and filters all inbound and outbound email for virus attachments. Email containing a virus will be quarantined and both the sender and recipient will be informed. If the virus can be removed, the message will be forwarded to the recipient.

Discipline

Violations of this policy will result in discipline, up to and including termination of employment.

Driving for Company Business

All employees are expected to comply with all local, state, and federal laws while driving a personal vehicle for business purposes. The Company may discipline employees who

engage in unlawful conduct. For example, employees who are required to drive as part of their job duties are required to have and maintain a valid driver's license, comply with insurance-related requirements, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Accidents while driving on Company business, regardless of severity, must be reported immediately to the police and to Human Resources. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Cell Phone Use / Texting While Driving

If an employee receives a call or text while driving on Company business, regardless of whether it is a Company-issued device or personal device, the employee must pull over safely, park, and then either answer the call/text or return the call/text message. If an employee needs to make a Company-related call/text, they must also pull over safely, park and then place the call/text.

The purpose of this policy is to ensure the safety of employees, other motorists and property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Company-issued phones or other electronic devices while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees should also be aware that driving while holding and operating a handheld wireless telephone or electronic wireless communications device is a violation of California law unless the device is specifically designed and configured to allow hands-free operation and is used in that manner while driving. Under California law, such handheld devices can only be operated while driving in a manner requiring use of the driver's hand if: the device is mounted on the vehicle's windshield or affixed to the dashboard or center console in a manner that does not hinder the driver's view of the road; and the driver uses their hand to activate or deactivate a feature of the device with a single swipe or tap of the driver's finger.

No Solicitation/Distribution of Literature

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;

- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;

- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and

- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, “working time” includes all time for which an employee is expected to be performing services for the Company; it does not include periods during which an employee legitimately is not performing services, such as during break periods, meal periods, or before or after scheduled work periods.

LEAVING THE COMPANY

Notice of Resignation

Should an employee decide to end their employment with the Company, the Company requests that the employee provide a written resignation letter. Resignations should be submitted to Human Resources.

Nothing in this policy alters the Employment At-Will Policy in this Handbook.

Return of Company Property

When employment with the Company ends, or at any earlier request of the Company, employees must return to the Company all Company property and records without retaining any copies that the employee is not expressly authorized by the Company in writing to retain. All records related to the Company’s business received or created by an employee in the course of employment (such as, but not limited to, drawings, calculations, spreadsheets, data compilations, email, notes, files, contact lists, drawings, maps, specifications, records of communications with Company customers, and calendars) is the property of the Company.

Employees may retain records concerning pay, payroll, benefits and other employment terms that were furnished to them or obtained by lawful means, consistent with the Confidential Company Information policy.

Upon request, an employee must provide the Company reasonable means to access and verify that no Confidential Information or other Company property has been retained by the employee on personal computers, cell phones, email or cloud storage accounts, or in any other place that is subject to the employee’s ownership or control. We may also take

all action deemed appropriate to recover or protect Company property.

References/Verifications of Employment

So that the Company can handle requests for job references in a consistent, and lawful manner, all requests for official job references on behalf of the Company, should be forwarded to Human Resources. No other manager or supervisor is authorized to release references on the Company's behalf for current or former employees. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held.

ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that I have received a copy of the Kitchen and Cater Staffing Employee Handbook. I understand that the Handbook sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I understand that Kitchen and Cater Staffing has provided me various alternative channels to raise concerns of violations of this Handbook and Company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Handbook.

I acknowledge that my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only the Company Owner and CEO of the Company or their authorized representative has the authority to enter into an agreement that alters fact that my employment with Kitchen and Cater Staffing is at-will. Any such agreement must be in writing and signed by the Company Owner and CEO of the Company or their authorized representative.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Handbook. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

I further acknowledge that I have received, read, and understand Kitchen and Cater Staffing's Discrimination, Harassment and Retaliation Policy, and I agree to comply with

this policy. I understand that if I feel I have been subject to discrimination, sexual harassment, prohibited harassment, or retaliation for conduct that may violate the Company's Discrimination, Harassment and Retaliation Prevention Policy, or any additional policies on anti-discrimination, harassment, or sexual harassment, or if I am aware of such conduct, I should immediately report the matter to my supervisor, any other member of management, Human Resources, CEO, or Company Owner.

I acknowledge that, if I am non-exempt employee, I was "on-the-clock" (*i.e.* I recorded my time or made sure I was clocked in) when reading the Discrimination, Harassment and Retaliation Prevention Policy and signing the Acknowledgment forms.

I have read and understand the above statements.

Signature: _____ Date: _____

Name (Printed_____

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

ADDITIONAL DOCUMENTS

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME