



UNIVERSAL COURIER
Deliveries For All

EMPLOYEE HANDBOOK

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. This Handbook contains an arbitration requirement for both you and the employer that waives your and the employer's right to a trial by jury and also results in a waiver of your right to represent a class or to participate in a class action against the employer. The arbitration requirement can be found at page 22 of this Handbook.

Es su responsabilidad y obligación de comprender este manual y sus políticas. Si usted no puede entender Inglés, es su obligación hacer que sea traducido. Este Manual contiene un requisito de arbitraje, tanto para usted y el empleador que renuncia a su derecho y el empleador a un juicio por jurado incluyendo una renuncia de demanda colectiva y reclamaciones representativas. Puede encontrar el requisito de arbitraje a pagina 22 de este Manual.

For questions about this Handbook, please contact Edwin Valencia

Email: evalencia@ucltd.com Phone: 310.410.1641

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTORY POLICIES	1
INTRODUCTION	1
TERMS OF EMPLOYMENT	1
STARTING THE EMPLOYMENT RELATIONSHIP	3
EMPLOYMENT APPLICATIONS.....	3
PHYSICAL EXAMINATIONS.....	3
REFERENCE CHECKS	3
BACKGROUND CHECKS AND CONSUMER REPORTS	3
SOCIAL SECURITY VERIFICATION	4
IMMIGRATION LAW COMPLIANCE	4
NO MATCH LETTERS.....	5
DISCRIMINATION AND HARASSMENT	7
EQUAL EMPLOYMENT POLICY	7
GENDER, RACIAL AND ETHNIC PAY EQUITY	7
NON-HARASSMENT POLICY.....	7
COMPLAINT AND INVESTIGATION PROCEDURE	9
POLÍTICA CONTRA EL ACOSO	10
PROCEDIMIENTO DE QUEJAS E INVESTIGACIÓN	12
WHISTLEBLOWER PROTECTION	13
MANAGER TRAINING	13
VIOLATIONS OF LAW	13
INVESTIGATION PROCEDURE	13
EQUAL ACCESS TO SERVICES FOR CUSTOMERS	14
LIFE-THREATENING DISEASES	15
REASONABLE ACCOMMODATION FOR DISABILITIES, PREGNANCY AND LACTATION.....	16
DISABILITY ACCOMMODATION.....	16
PREGNANCY ACCOMMODATION	16
LACTATION ACCOMMODATION	16
SERVICE ANIMALS.....	17
COMMUNICATION AND PROBLEM SOLVING.....	18
ORIENTATION	18
NON-FRATERNIZATION	18
NO SOLICITATION POLICY	18
BULLETIN BOARD.....	19
OPEN-DOOR POLICY	19
UNION POLICY	19
Maintaining Direct and Open Lines of Communication.....	19
"Why Don't We Have a Union?"	20
Statement Regarding Unionization	20
ARBITRATION	22
ARBITRAJE	25
CONFIDENTIALITY AND CONFLICT OF INTEREST	28
CONFIDENTIALITY AND NON-DISCLOSURE	28
IDENTITY THEFT PREVENTION PROGRAM	29
WORKS FOR HIRE	30

CONFLICT OF INTEREST	30
OFF-DUTY CONDUCT	31
OUTSIDE JOBS	31
DISCLOSURE OF RESTRICTIONS BY FORMER/CURRENT EMPLOYERS.....	31
GIFTS	32
PAYROLL PRACTICES.....	33
EMPLOYEE STATUS.....	33
Regular Full-Time Employees.....	33
Regular Part-Time Employees	33
Non-Exempt Employees.....	33
Exempt Employees	33
Independent Contractors.....	34
HOURS OF OPERATION AND WORK SCHEDULES	35
BUSINESS HOURS.....	35
MEAL AND REST PERIODS	35
OVERTIME	36
MAKE-UP TIME	36
WORKING REMOTELY.....	37
REPORTING PAY	37
CALL-BACK PAY	38
SPLIT-SHIFT PAY.....	38
ON-SITE EMPLOYEES' ON-CALL AVAILABILITY.....	38
TIME RECORDS	38
ACCURACY OF TIME	39
PAY DAYS.....	39
TEMPORARY EMPLOYEES' PAYDAYS.....	39
PAYROLL ADVANCES.....	40
PAYROLL DEDUCTIONS.....	40
GARNISHMENT OF WAGES.....	40
REQUESTS FOR PAYROLL RECORDS	40
PERSONNEL RECORDS	41
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).....	41
REQUESTS FOR MEDICAL INFORMATION	41
MEDICAL RECORDS – MAINTAINING CONFIDENTIALITY	42
PERSONNEL RECORDS.....	42
PERSONNEL DATA CHANGES	43
EMPLOYEE CONDUCT AND PERFORMANCE	44
JOB DESCRIPTIONS	44
PROMOTIONS AND TRANSFERS	44
PERFORMANCE EVALUATIONS AND WAGE REVIEWS	44
EMPLOYEE CONDUCT AND WORK RULES	46
DISCIPLINE.....	47
CUSTOMER RELATIONS	48
ALCOHOL AND DRUG POLICY.....	49
Company Testing.....	49
Reporting Convictions.....	50
Prescription Drugs.....	50
Searches	50
Marijuana In Our Workplace	50
Company Events.....	50

ATTENDANCE	51
PERMISSION TO LEAVE DURING WORKING HOURS.....	51
INTERNATIONAL TRAVEL	51
TELEPHONE POLICY	51
CELL PHONE SAFETY	52
TEXTING AND E-MAILING WHILE DRIVING.....	52
REMOTE ELECTRONIC USAGE	53
EMPLOYEE APPEARANCE	53
UNIFORM POLICY	53
REPAYMENT OF TRAINING COSTS AND/OR RELOCATION COSTS	54
SMOKING.....	54
SECURITY	55
PHYSICAL SECURITY.....	55
COMPANY EQUIPMENT.....	56
VOICE MAIL, E-MAIL, AND COMPUTER FILES.....	56
ANTI-BLOGGING/SOCIAL MEDIA POLICY	57
RIGHT TO SEARCH EMPLOYEES	58
RIGHT TO OBSERVE EMPLOYEES.....	58
EMPLOYEE PRIVACY.....	58
ADVERTISING AND PROMOTION.....	58
MEDIA CONTACT	58
HIGH PROFILE OR CELEBRITY CLIENTS.....	59
PROTESTERS AND PICKETERS.....	59
THEFT PREVENTION	59
SAFETY FIRST	59
AIRBORNE INFECTIOUS DISEASE.....	60
BLOOD-BORNE PATHOGENS	60
HOUSEKEEPING.....	60
USE OF PERSONAL OR COMPANY VEHICLES	61
COMPANY PROPERTY AND EQUIPMENT	61
EMPLOYEE CASH HANDLING	62
BENEFITS.....	63
SICK LEAVE	63
TIME OFF FOR EMPLOYEES	64
EDUCATIONAL BENEFITS.....	64
MEETINGS	64
LITERACY EDUCATION	64
EXPENSE REIMBURSEMENT.....	65
MILEAGE.....	65
WORKERS' COMPENSATION	65
SOCIAL SECURITY.....	66
DISABILITY INSURANCE.....	66
UNEMPLOYMENT INSURANCE.....	66
PAID FAMILY LEAVE INSURANCE	66
LEAVES OF ABSENCE.....	67
RULES REGARDING ALL LEAVES	67
Non-Retaliation.....	67
Legal Eligibility.....	67
Working Elsewhere While on a Leave of Absence.....	67
Failure to Return After a Leave of Absence	67
Following a Leave.....	67

PREGNANCY DISABILITY LEAVE	67
Request for Leave	68
Length of Leave	68
Compensation and Benefits	68
Use of Vacation and Sick Leave.....	68
Return from Leave	68
ORGAN AND BONE MARROW DONOR LEAVE	68
Request for Leave	68
Length of Leave	69
Compensation and Benefits	69
Use of Sick Leave	69
Return from Leave	69
Qualifying Exigencies	69
Length of Leave	69
Use Sick Leave	70
Intermittent Leave.....	71
Request for Leave	71
Second Medical Opinion	72
Compensation and Benefits	72
Return from Leave	72
INDUSTRIAL MEDICAL LEAVE	72
Request for Leave	73
Length of Leave	73
Use of Sick Leave	73
Compensation and Benefits	73
Return from Leave	73
MILITARY LEAVE.....	73
Request for Leave	73
Length of Leave	74
Compensation and Benefits	74
Return from Leave	74
National Guard Service	74
MILITARY SPOUSE LEAVE.....	74
CIVIL AIR PATROL LEAVE.....	75
PERSONAL LEAVE	75
Request for Leave	75
Length of Leave	75
Compensation.....	75
Use of Vacation and Sick Leave.....	75
Return from Leave	75
ALCOHOL AND DRUG REHABILITATION LEAVE.....	75
LEAVE OF ABSENCE FOR EMERGENCY SERVICE	76
LEAVE OF ABSENCE FOR EMERGENCY SERVICE FOR FIRE OR LAW ENFORCEMENT TRAINING	76
BEREAVEMENT LEAVE	77
JURY DUTY	77
JUDICIAL LEAVES	77
Court Appearance.....	77
Domestic Violence, Sexual Assault and Stalking Victims	78
Victims of Crime	78
VOTING TIME.....	78
SEPARATION FROM EMPLOYMENT	80
RESIGNATION	80

EXIT INTERVIEW.....	80
SEVERANCE PAY.....	80
EMPLOYEE DRIVER INSURANCE REQUIREMENTS.....	81
NON-HARASSMENT POLICY.....	82
COMPLAINT AND INVESTIGATION PROCEDURE.....	83
POLÍTICA CONTRA EL ACOSO.....	85
Procedimiento de Quejas e Investigación.....	86
RECEIPT AND ACKNOWLEDGMENT.....	88

Introduction

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

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

Circumstances will obviously require that the policies, practices and benefits described in the Handbook change from time to time. The Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate from time to time in its sole and absolute discretion. The Company, however, may only make changes to this Handbook's Arbitration policy as are necessary to make the Arbitration policy enforceable under any federal, state, or local law or other applicable case law effective after this Handbook's initial dissemination to its workforce. Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by the Owner or General Manager.

It is your responsibility and obligation to understand this Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. In consideration for your employment with the Company and your eligibility for future increases in salary and benefits, you must agree (a) to become familiar with this Handbook's terms; and (b) if you do not understand any provision of the Handbook, you must discuss the provision with A Manager within five (5) days from signing the Receipt and Acknowledgment.

Terms Of Employment

Due to the nature of the Company's business, its customers and other needs, the employment relationship is, and is intended to be, at will. This Handbook contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall require the Company to have "just" or "good cause"

to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and the Company for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by Management.

Starting The Employment Relationship

Employment Applications

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification or material omission may result in the Company's exclusion of the applicant from further consideration for employment or, if the person has been hired, termination of employment.

Physical Examinations

An applicant for employment may be required to take a job-related, pre-employment physical examination after receiving an offer of employment and before beginning his or her first day of work. In such a case, the offer of employment is contingent upon the applicant's successful completion of the physical examination.

The Company may require a blood test, urinalysis, or other drug/alcohol screening as part of the pre-employment physical examination. Consent to submit to such a test is required as a condition of employment and an applicant's refusal to consent shall result in the denial of employment.

Any physical examination required by the Company is provided by the Company at no cost to an applicant.

Reference Checks

To ensure that individuals joining the Company are well qualified and have the potential to be productive and successful, the Company will check the employment references of all applicants. Every offer of employment is contingent upon the appropriate completion of a reference check.

No references will be given concerning any present or past employee of the Company unless the Company has received a written request for such a reference. Only A management may respond to a request for a reference. Such response will only confirm the dates of employment and position held, and will be in writing. If an employee has given written authorization, the Company will also provide information on the amount of salary or wages earned by the employee.

Background Checks And Consumer Reports

The Company may require your consent to obtain a consumer report on you in connection with your initial application for employment, your application for a new position in the Company, or an investigation into possible wrongful conduct by you. A consumer report may contain information regarding your character, general reputation, personal characteristics, or

mode of living. The Company will use this information for employment purposes only. The Company may also obtain a consumer credit report for managerial positions, or where the job sought has regular access to personal information, where the employee is a signatory on a bank account, or where the employee has access to trade secret information or handles more than \$10,000 in cash.

Refusal to authorize the obtaining of a consumer report by the Company may be the basis for denial of employment or other adverse employment action. The contents of the consumer report may also be the basis for denial of employment, denial of a particular job position, or other adverse employment action. You will be advised if the Company elects to take adverse employment action against you based in whole or in part on a consumer report.

Social Security Verification

The Company wants to ensure that all employees' Social Security contributions are properly being reported, so that employees can use that benefit in the future. To that end, the Company subscribes to the Social Security Number Verification Service provided by the United States Social Security Administration.

Consistent with that service, the Company will verify all newly-hired employees' Social Security numbers electronically with the government.

If, for some reason, the information you provided the Company does not match the Social Security Administration's records, the Company will provide you with the Social Security information that you provided the Company. You should check to see if this information matches the name and Social Security number on your Social Security card. If it does not match, please provide the Company with the exact information as it is shown on your Social Security card.

If the information above matches your card, please check with any local Social Security office to resolve the issue. You may go to www.ssa.gov or call 1-800-772-1213 to find the office nearest you. In this circumstance, the Company will provide you with a reasonable amount of time to resolve the discrepancy. Failure to resolve the discrepancy may result in discipline, up to and including termination.

Immigration Law Compliance

The Company is committed to full compliance with the federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin work. In keeping with this obligation, each applicant must produce documentation that shows his or her identity and legal authority to work. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification form will be distributed by the Company and must be completed as soon as possible after an offer of employment is made. In no event can the form be completed and returned to the Company more than three (3) business days after an individual is hired.

Notwithstanding this policy, under no circumstances will the Company retaliate against any employee by contacting immigration authorities using E-verify, or asking for additional or different documentation when not required.

If an employee has provided right-to-work documentation that has an expiration date, updated documentation must be given to the Company before this expiration date.

All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

No Match Letters

The Company has taken reasonable steps to ensure that it is only employing persons authorized to work in the United States. To that end, if the Company receives a "No Match" letter – a letter from the Social Security Administration advising the Company that an employee's name does not match their Social Security Number – the Company will take the following reasonable steps to ensure that this discrepancy is corrected.

Recognizing that mistakes are sometimes made, such as data entry errors or that employee names may change due to marriage, divorce, or other legal name change, the first step in this policy shall be for the Company to provide an affected employee with a copy of the Social Security Administration's "No Match" letter. The Company will request that the affected employee(s) verify that the name and number on the document matches his/her Social Security number and legal name. The Company will not and does not ask the employee to again produce his/her documents authorizing him/her to work in the United States. If a data entry error occurred, then the Company will correct the error.

However, if the issue is not a data entry error, the Company will provide the affected employee with 30 days to resolve any inaccuracy or discrepancy with the Social Security Administration.

The affected employee(s) will be required to present proof from the Social Security Administration that he/she has resolved the inaccuracy or discrepancy ("Proof"). The Company shall have the sole discretion to determine whether the Proof resolved the issue.

If an employee requires more than 30 days to obtain Proof that he/she has resolved the inaccuracy or discrepancy, the Company may – in its sole discretion – provide the employee with additional time. However, in no event will any employee be provided more than 60 total days from the date the employee receives the "No Match" letter to obtain Proof.

If an employee fails to provide Proof within the applicable time period, the Company will consider that it has constructive notice of the employee's failure to have a proper, matching Social Security number and is currently subjecting the Company to possible fines by the Internal Revenue Service because of the employee's failure to provide a matching Social Security number. The Company reserves the right to terminate any employee who cannot timely provide Proof.

Of course, nothing in this policy shall alter an employee's "at-will" status – even if the employee is currently attempting to obtain Proof.

Discrimination And Harassment

Equal Employment Policy

The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race, color, religion, sex or gender (including breastfeeding), sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, political activity, veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information (including, but not limited to information about an individual's genetic tests and the genetic tests of an individual's family members, information about the manifestation of a disease or disorder in an individual's family members, an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by any individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology) or any other consideration made unlawful by applicable laws. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

Gender, Racial and Ethnic Pay Equity

The Company takes pride in paying all of its employees equally for substantially similar work, without regard to gender, race or ethnicity. We also believe strongly that no one should be denied an equal day's work simply due to gender, race, or ethnic background.

Non-Harassment Policy

Harassment in employment, including sexual, racial and ethnic harassment, because of race, color, religion, sex or gender, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, military or veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information as well as any other harassment forbidden by law, is strictly prohibited by the Company. Employees who violate this policy are subject to discipline, including possible termination.

- "Gender Expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.
- "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.

- “Sex” includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, breastfeeding; gender identity; and gender expression.
- “Transgender” is a general term referring to a person whose gender identity differs from the person’s sex at birth. A transgender person may or may not have a gender expression different from social expectations of the sex assigned at birth. A transgender person may or may not identify as “trans sexual.”

Forms of prohibited harassment include, but are not limited to:

- Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.

In addition, sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual, racial or other prohibited nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, emails, texts, notes or invitations;
- Physical conduct, including touching, assault, impeding or blocking movements; and
- Using nicknames or terms of endearment with a racial, sexual or other prohibited connotation.

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. Conduct need not be motivated by sexual desire to be considered sexual harassment.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship. Employees may also be personally liable for their own harassment.

Complaint and Investigation Procedure

Regardless of whether the action occurred on or off Company premises, if you believe that you have been discriminated against or you have been harassed by a co-worker, supervisor, agent, vendor or customer or other third parties or visitors; have witnessed possible discrimination and/or harassment; or if you believe that the Company or another employee has violated any applicable law in the conduct of the Company's business, you have a duty to immediately bring the incident(s) to the attention of management. If you do not feel that the matter can be discussed with your manager, you should contact an Officer of the Company and arrange for a meeting. Any supervisory or managerial employee who receives such a complaint must promptly report it to Management (owner). If you do not feel comfortable going to Management, you may also report your complaint of harassment to California Dept of Fair Employment and Housing - 800-884-1684.

The description of the incident(s) can be given verbally or in writing.

The matter will be thoroughly investigated, with confidentiality maintained to the extent possible. We will track and document all steps in the investigation process. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination, harassment and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

The Company will take action to deter any future discrimination, harassment and/or violation of law. The Company considers any discrimination, harassment, and/or violation of law to be a serious offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination, harassment and/or a violation of law to the attention of management.

The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination, harassment and/or a violation of law from any coercion, intimidation, or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning such an incident. The Company will provide appropriate options for remedial actions and resolution when warranted, and will provide a prompt response to any complaint.

If any employee believes that the above procedure has not resolved a complaint of discrimination or harassment, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (800) 884-1684 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one (1) year of the date that the discrimination and/or harassment occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. In the event that the DFEH is unable to obtain voluntary resolution and finds that discrimination and/or harassment has occurred, the Fair Employment and Housing Commission (FEHC) may hold a hearing and award reinstatement, back pay and monetary damages.

No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the DFEH or the FEHC with respect to discrimination or harassment.

Política Contra El Acoso

El Acoso en el empleo, incluyendo el acoso o hostigamiento sexual, racial, y étnico, debido a raza, color, religión, sexo o género, orientación sexual, identidad de género o expresión, embarazo, estado civil, origen nacional, ciudadanía, estatus militar y de veterano, linaje, edad (40 o más), discapacidad física o mental (un impedimento que limita una actividad importante de la vida), condición médica (relacionada con el cáncer o característica genética), información genética, así como cualquier otro acoso o hostigamiento prohibido por la ley, está estrictamente prohibido por la Compañía. Empleados que violan esta política están sujetos a la disciplina, incluyendo la posible terminación.

- "Expresión de género" se refiere a la apariencia o comportamiento relacionado con el sexo de una persona, sea o no el estereotipo asociado con el sexo de la persona al nacer.
- "Identidad de género" se refiere a la identificación de una persona como masculina, femenina, un género diferente del sexo de la persona al nacer, o transgénero.
- "Sexo" incluye, pero no se limita a, el embarazo; parto; condiciones médicas relacionadas con el embarazo, el parto o la lactancia; identidad de género; y la expresión de género.
- "Transgénero" es un término general que se refiere a una persona de quien su identidad de género difiere del sexo de la persona al nacer. Una persona transexual puede o no puede tener una expresión de género diferente de las expectativas sociales del sexo asignado al nacer. Una persona transexual puede o no puede identificar como "trans sexual".

Las formas de acoso prohibidas incluyen, pero no se limitan a:

- Conducta visual, incluyendo la visualización de objetos despectivos o imágenes, dibujos animados, o carteles; o

- Conducta verbal, incluyendo el hacer o el uso de comentarios despectivos, epítetos, insultos y chistes.

Además, el acoso sexual es definido por las normas de la Comisión de Empleo y Vivienda Justa (Fair Employment and Housing Commission) como avances sexuales no deseados, o conducta visual, verbal, o física de naturaleza sexual. El acoso sexual incluye el acoso de género y el acoso por motivos de embarazo, parto, o condiciones médicas relacionadas, y también incluye el acoso sexual de un empleado del mismo sexo que el acosador. Esto incluye, pero no se limita a, los siguientes tipos de comportamiento ofensivo:

- Avances sexuales no deseados;
- Ofrecer beneficios de empleo a cambio de favores sexuales;
- Hacer o amenazar represalias después de una respuesta negativa a avances sexuales;
- Conducta visual, incluyendo miradas lascivas, gestos sexuales, visualización de objetos o imágenes sexualmente sugestivos, dibujos o carteles;
- Conducta verbal, incluyendo la fabricación o uso de comentarios despectivos, epítetos, insultos y chistes;
- Avances o proposiciones sexuales en forma verbal;
- Abuso verbal de naturaleza sexual, racial, o de otra naturaleza prohibida, comentarios verbales gráficos sobre el cuerpo de un individuo, palabras sexualmente degradantes usadas para describir a un individuo, cartas, correos electrónicos, textos, notas, o invitaciones sugestivas u obscenas;
- Conducta física, incluyendo el tocar, asalto, impedir o bloquear movimientos; y
- Uso de apodosos o expresiones de cariño con una connotación racial, sexual o de otra connotación prohibida.

Ejemplos de acoso sexual incluyen (a) un empleado que es despedido o se les niega un trabajo o un beneficio de empleo porque el empleado se negó a conceder favores sexuales o porque él o ella se quejó del acoso; (b) un empleado que razonablemente deja su trabajo para escapar de acoso; o (c) un empleado está expuesto a un ambiente de trabajo hostil. Conducta no necesita estar motivada por el deseo sexual para ser considerado acoso sexual.

Los gerentes y supervisores son prohibidos ofrecer tratamiento favorable a los empleados con quienes están involucrados en una relación sexual consensual. Los empleados también pueden ser personalmente responsables por su propio acoso.

Procedimiento de Quejas e Investigación

Independientemente si la acción ocurrió dentro o fuera de la Compañía, si usted cree que ha sido discriminado o que ha sido acosado por un compañero de trabajo, supervisor, agente, proveedor o cliente u otros terceros o visitantes; han sido testigos de posible discriminación o acoso; o si cree que la Compañía u otro empleado ha violado cualquier ley aplicable en la realización de negocios de la Compañía, tiene la obligación de reportar inmediatamente el/los incidente(s) a la atención de su gerente. Si usted no se siente que el asunto puede ser discutido con su gerente, debe comunicarse con un funcionario de la Compañía y organizar una reunión. Cualquier supervisor o gerente que recibe una queja de este tipo debe informar de inmediato a Management. Si usted no se siente cómodo comunicarse con Management, también puede reportar su queja de acoso a California Dept. of Fair Employment & Housing - 800-884-1684

La descripción del incidente(s) puede ser verbal o por escrito.

El asunto será investigado a minuciosamente, con confidencialidad manteniendo a la medida posible. Haremos el seguimiento y documentaremos todos los pasos en el proceso de investigación. Después de analizar las pruebas, se hará una determinación sobre si existen motivos razonables para creer que ocurrió discriminación, acoso y/o violación de la ley. Es obligación de todos los empleados de cooperar plenamente en el proceso de investigación. Se les informará a las personas involucradas la determinación si es apropiado.

La Compañía tomará medidas para impedir discriminación, acoso y/o violación de la ley futura. La Compañía considera cualquier tipo de discriminación, acoso y/o violación de la ley un delito grave que puede resultar en una acción disciplinaria par el agresor, hasta e incluyendo el despido. Además, se tomarán medidas disciplinarias contra cualquier empleado que intenta desalentar o prevenir otro empleado de reportar discriminación, acoso y/o una violación de la ley a la atención de la administración de la Compañía.

La compañía quiere asegurar a todos sus empleados que tomará medidas para proteger a quienes se quejan de discriminación, acoso y/o una violación de la ley de cualquier coerción, intimidación o represalias debido a reportar un incidente o participar en una investigación o procedimiento relacionado a un incidente de este tipo. La Compañía proveerá opciones adecuadas para las acciones correctivas y resolución cuando sea necesario, y proveerá una respuesta rápida a cualquier queja.

Si un empleado cree que el procedimiento anterior no resolvió una queja de discriminación o acoso, el empleado puede comunicarse con el Departamento de Empleo y Vivienda Justa (Department of Fair Employment and Housing, o "DFEH") de California al (800) 884-1684 para determinar la ubicación de la rama de la DFEH que es más cercana al empleado para archivar un reclamo dentro de un (1) año de la fecha en que se produjo la discriminación y/o acoso. El DFEH sirve como un neutral de los hechos e intentará ayudar a las partes para resolver voluntariamente su disputa. En el caso de que el DFEH es incapaz de obtener una resolución voluntaria y estima que la discriminación y/o acoso ha ocurrido, la Comisión de Empleo y Vivienda Justa (Fair Employment and Housing Commission, o "FEHC") podrá dar una audiencia y adjudicar reincorporación, el pago retroactivo y daños monetarios.

No se tomarán medidas contra cualquier empleado de cualquier manera por presentar una queja con, o de otra manera participar en una investigación, procedimiento o audiencia llevada a cabo por el DFEH o la FEHC con respecto a la discriminación o acoso.

Whistleblower Protection

The Company received/receives funds as part of the American Recovery and Reinvestment Act and wants to make sure that these funds are being properly used. Consequently, if you become aware of:

- Mismanagement of a government contract or grant;
- Gross waste of government funds;
- A substantial and specific danger to public health or safety as related to the use of government funds;
- An abuse of authority related to the use of government funds;
- A violation of law, rule, or regulation related to a government contract or grant;

you should immediately bring this information to the attention of the General Manager. The Company will immediately investigate into this issue and will inform you of the results of the investigation.

The Company will not retaliate against you for bringing these issues to its attention.

Manager Training

As part of the Company's commitment to provide a harassment free workplace, the Company provides and requires training for all managers and supervisors on sexual, racial, ethnic, national origin, mental status, age, gender identity, disability, pregnancy, medical condition, genetic characterizing, or any other, and all other forms of prohibited harassment, including training on abusive conduct and bullying, at least once every two (2) years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management staff how to recognize and prevent harassment goes a long way to eliminating it in our workplace altogether.

Violations Of Law

The Company is strongly committed to the concept of good business citizenship. We want to obey the law, and we expect our employees to do the same.

Investigation Procedure

Regardless of whether the action occurred on or off Company premises, if you believe that you have been discriminated against or you have been harassed by a co-worker, supervisor, agent, vendor or customer; have witnessed possible discrimination and/or harassment; or if

you believe that the Company or another employee has violated any applicable law in the conduct of the Company's business, you have a duty to immediately bring the incident(s) to the attention of Edwin Valencia. Any supervisory or managerial employee who receives such a complaint must promptly report it to Management.

The description of the incident(s) can be given verbally or in writing.

The matter will be thoroughly investigated, with confidentiality maintained to the extent possible. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to believe that discrimination, harassment and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

The Company will take action to deter any future discrimination, harassment and/or violation of law. The Company considers any discrimination, harassment, and/or violation of law to be a serious offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination, harassment and/or a violation of law to the attention of management.

The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination, harassment and/or a violation of law from any coercion, intimidation, or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning such an incident.

If any employee believes that the above procedure has not resolved a complaint of discrimination or harassment, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (800) 884-1684 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one (1) year of the date that the discrimination and/or harassment occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. In the event that the DFEH is unable to obtain voluntary resolution and finds that discrimination and/or harassment has occurred, the Fair Employment and Housing Commission (FEHC) may hold a hearing and award reinstatement, back pay and monetary damages.

No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the DFEH or the FEHC with respect to discrimination or harassment.

Equal Access To Services For Customers

It is the policy of the Company to make its products and services equally available and accessible to all customers no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language or immigration status. The accommodations, advantages, facilities, privileges, and services of the Company shall be made available on a full and equal basis without regard to the characteristics referenced above. The Company will allow, consistent with any obligations under applicable law, customers to utilize a service animal

consistent with the Service Animal Policy contained in this Handbook, to allow for access to the facilities and services offered by the Company. The Company's policy is to comply with all applicable obligations of the California Disabled Persons Act and Americans with Disabilities Act.

Life-Threatening Diseases

The Company is committed to keeping your work environment healthy and safe. Therefore if you or another employee has or contracts a life-threatening disease:

- The Company will treat life-threatening diseases the same as any other disease in terms of all employee policies and benefits;
- If you have or contract a life-threatening disease, you will be allowed to keep working as long as: (a) you can meet the Company's performance standards, with or without reasonable accommodation, and (b) your illness does not actually endanger the health or safety of other employees; and
- You may not refuse to work because you are afraid of contracting a non-contagious life-threatening disease from a co-worker. Harassment or discrimination directed at an employee with a life-threatening disease is strictly prohibited. Employees who refuse to work with or who harass or discriminate against any employee with a life-threatening disease are subject to discipline, up to and including termination.

For purposes of this policy, "life-threatening disease" includes, but is not limited to, cancer, heart disease, AIDS, and other diseases of a severely degenerative nature.

An employee's medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a manager or supervisor has a job-related reason to know it. Any employee who discloses another employee's medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

Reasonable Accommodation For Disabilities, Pregnancy And Lactation

Disability Accommodation

The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact A Manager. The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. If such an accommodation is possible and will not impose undue hardship upon the Company, the Company will make the accommodation. The Company will not accommodate an employee if the accommodation would constitute a direct threat to the employee's safety or the safety of other employees. The Company is not required to accommodate an employee if the requested accommodation requires the use of medicinal marijuana.

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

Pregnancy Accommodation

A pregnant employee may request a reasonable accommodation of her condition upon presentation of a doctor's written certification attesting that the accommodation request is upon the doctor's advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position, or additional time off beyond the Pregnancy Disability Leave. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs, nor will the Company be required to discharge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has transferred.

Lactation Accommodation

Employees who wish to express breast milk at work may request a reasonable accommodation to do so, which may include increased break time and privacy. Employees

may use their paid ten minute rest breaks and, if additional time is needed, it will be provided but unpaid.

Service Animals

Because we are open to the general public, federal and state laws require that our disabled patrons be able to make use of a service animal to assist them in using our facilities. According to recent changes in the law, a service animal may only be a dog or, under very limited circumstances, a specially trained miniature horse. However, these service animals need NOT have a yellow or other distinguishing vest identifying them as a service animal; they may appear like any other animal. To be a service animal, the patron need only identify the dog as a service animal. You should not question the patron about the legitimacy of the service animal or how the animal is of use to the patron; it is sufficient that the patron calls the animal a service animal. Based on that alone, you should allow the patron access with the dog.

If you have a concern about the animal, or if the animal becomes disruptive in anyway or causes a problem with any other guests, alert your manager immediately.

Communication And Problem Solving

Orientation

Each new employee will receive an introduction to the Company and an orientation to their particular job and department from their supervisor. Employees should pay close attention to the instructions they receive and ask questions if they do not understand something.

Non-Fraternization

The Company desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain personal relationships between employees.

Accordingly, employees are prohibited from fraternizing or becoming romantically involved with each other when their personal relationships create an actual conflict of interest, cause disruption, create a negative or unprofessional work environment, present problems regarding supervision, work performance, attitude, safety, security or morale, or cause other work-related problems.

All employees are strictly prohibited from becoming romantically involved with persons who report to them. If you become concerned about such a situation occurring, you should bring the circumstances to the attention of Human Resources immediately.

All employees should remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

This policy is not intended to prevent employees from engaging in discussions regarding their wages, hours, or working conditions with any other employee or engaging in protected, concerted activity. Employees will not be disciplined or retaliated against for such discussions.

No Solicitation Policy

To avoid interruption of your work and protect you from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Distribution of literature during working time is not permitted. Distribution of literature in working areas is prohibited at all times.

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

Persons who are not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

Bulletin Board

The Company maintains a bulletin board for the posting of legally required posters and notices, as well as information of general interest to employees. Employees are responsible for regularly reviewing the material on the bulletin board. Employees may not post personal notices on the bulletin board, nor should they remove any notice posted by the Company.

Open-Door Policy

The Company is constantly striving to improve its policies, the services and products that it provides to its customers, and its relations with employees. You are encouraged to bring suggestions for improvements in any of these areas to the attention of your supervisor.

The Company is committed to maintaining a positive and pleasant environment in which to work, and believes in an open-door policy. You should see your supervisor with questions or problems relating to your job. You can also meet with any management representative without regard to his or her position in the Company.

While these procedures cannot result in every problem being resolved to your satisfaction, the Company values your input and you should feel free to raise issues of concern. The Company will listen to your concerns with respect and do its best to solve your problems.

Union Policy

Maintaining Direct and Open Lines of Communication

The Company is committed to maintaining direct, open and honest communications among all levels of employees, and seeks to provide fair treatment, competitive wages and benefits. We believe that the Company's success and the development of a harmonious work environment depends on maintaining the best possible relationships between the Company and its employees.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be productive and enjoyable, communications can be clear, and attitudes can be positive. We believe that the Company amply demonstrates its commitment to its employees by responding effectively to employee concerns.

The Company believes that an "outsider," such as a union, is not necessary and will not contribute to the success of our business. Third-party involvement makes it much more difficult for there to be one-on-one business relationships, which are the best and most effective means to resolve problems and issues. The Company's employees are not required to pay any initiation fees or dues to an outside party or union in order to remain employed.

If you feel that your supervisor or immediate management is not listening or responding, the Company has an Open-Door Policy, providing an avenue to ensure that your concerns will

receive consideration and that every employee's issues are properly and adequately addressed.

"Why Don't We Have a Union?"

Since the middle of the last century, the union movement has lost a number of great leaders and much of its strength. Unions have become huge bureaucracies, often totally out of touch with the needs or desires of their membership. All too often, they serve and perpetuate their own goals and objectives rather than those of the members they are supposed to serve.

We are not anti-union or against the labor movement. We simply believe that a union would not be beneficial to our employees here. There is no magic in having a union. They merely perform a function, which we believe our employees can best perform on their own. We feel that we can accomplish much more by working together rather than against each other.

We don't believe our employees should have to pay dues or initiation fees to an outside third party to represent them in their dealings with the Company. We believe that here, employees can communicate directly with management and that this is one of the most important aspects of our employee-relations policy.

To say it simply and clearly, while people have the right to join a labor union, people also have the right not to join a union. We believe that no union can offer an advantage to any of us. As a matter of fact, a union can seriously hurt the relationships that we have built through the years and can harm the business we depend on for our livelihood and future. We, therefore, prefer to work with you personally and directly to resolve all issues, rather than through any third-party outsiders.

Our management philosophy is based on mutual respect and recognition of your importance to the Company. Respecting your rights and recognizing your contributions is fundamental to the well-being of all of us and our business. It is your individual hard work and our mutual respect for each other that has made our success and stability as a Company possible. Thank you for your continuing effort and belief in keeping our Company union-free.

Statement Regarding Unionization

Our employee-relations policy is to treat all employees honestly, equitably and objectively.

We honestly believe that it is in the best interest of both the Company and the employees to continue to deal directly with each other, without third-party intervention.

Our policy is to oppose vigorously any effort to unionize our employees within the limits of existing labor laws.

We recognize the need to create and maintain a positive work environment. We respect the individual rights of our employees and encourage them to express their ideas, suggestions, commitments and concerns.

Open communications are the key to stopping a union threat before it ever gets started.

Arbitration

Any controversy, dispute or claim between any employee and the Company, or its officers, agents or other employees, shall be settled by binding arbitration, at the request of either party. The arbitrability of any controversy, dispute or claim under this policy shall be determined by application of the substantive provisions of the Federal Arbitration Act (9 U.S.C. Sections 1 and 2). To the extent that the Federal Arbitration Act is inapplicable, the arbitration law of the state in which employee works or last worked for the Company shall apply. Arbitration shall be the exclusive method for resolving any dispute, provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided under federal or state law. Even if the Company does not sign for its receipt or acknowledgement of this policy, the Company, like the employee, agrees to be bound by this policy and agrees to arbitrate all disputes with its employees or former employees.

The claims which are to be arbitrated under this policy include, but are not limited to, claims for breach of trade secret law, claims regarding breaches of confidentiality, violation of non-disclosure/non-solicitation provisions, embezzlement/conversion, employee theft, claims for wages and other compensation, claims for breach of contract (express or implied), claims for violation of public policy, wrongful termination, tort claims, claims for unlawful discrimination and/or harassment (including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, gender identity or expression, medical condition, marital status, age, pregnancy, breastfeeding, sex or sexual orientation) to the extent allowed by law, and claims for violation of any of the federal, state, or other government law, statute, regulation, or ordinance, except for claims for workers' compensation, unemployment insurance benefits and petitions or charges that could be brought before the National Labor Relations Board.

BOTH THE COMPANY AND EMPLOYEES UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES THEY ARE GIVING UP ANY RIGHT THAT THEY MAY HAVE TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL ISSUES CONCERNING EMPLOYMENT.

The employee and the Company will select an arbitrator by mutual agreement. If the employee and the Company are unable to agree on a neutral arbitrator, either party may elect to obtain a list of arbitrators from the Judicial Arbitration and Mediation Service ("JAMS"), Alternative Dispute Resolution ("ADR"), or any other reputable dispute resolution organization. The employment rules for both JAMS and ADR may be obtained from the Human Resources department upon request or can be found online at <http://www.jamsadr.com/> and <http://www.adrservices.org/>.

The demand for arbitration must be in writing and must be made by the aggrieved party within the statute of limitations period provided under applicable federal and/or state law for the particular claim. Failure to make a written demand within the applicable statutory period constitutes a waiver to raise that claim in any forum. Arbitration proceedings will be held in the county in which employee was last employed.

The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted.

The arbitrator is without jurisdiction to apply any different substantive law or law of remedies. The arbitrator shall apply the state-specific Evidence Code to the proceeding or, if none available, the Federal Rules of Evidence. The parties shall be entitled to conduct all discovery to which they would have been entitled to had the parties' controversy been filed in court, provided, however, that the arbitrator shall have the discretion to issue protective orders or otherwise limit discovery where reasonably necessary, taking into account the parties' mutual desire to have a speedy, less-formal, cost-effective dispute-resolution mechanism. The arbitrator shall have the authority to hear motions for summary disposition by any party and shall apply the substantive standards governing such motions under the applicable federal or state law. Hearing on dispositive motions shall be made in accordance with the briefing and hearing schedule established by the arbitrator in accordance with the employment rules of the alternative dispute organization selected. The arbitration shall be final and binding upon the parties, except as provided in this Agreement.

Following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator shall use his/her best efforts to issue the written award no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later. The arbitrator's award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall prepare in writing and provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and allowed by law.

Either party shall have the right, within twenty (20) days of issuance of the arbitrator's decision, to file with the arbitrator (and the arbitrator shall have jurisdiction to consider and rule upon) a motion to reconsider (accompanied by a supporting brief), and the other party shall have twenty (20) days from the date of the motion to respond. The arbitrator thereupon shall reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by law) shall then be final and conclusive upon the parties, except to the extent rights for appeal are provided under the FAA or applicable state law. The final award may be appealed to another arbitrator who will be chosen by the parties in the same manner as the original arbitrator. All the rules governing judicial appeals of judgments from the Superior Court shall apply to any appeal of this award, including but not limited to the time frames, deadlines and the standards of review.

The cost of the arbitrator and other incidental costs of arbitration that would not be incurred in a court proceeding shall be borne by the Company, provided, however, that if the employee is the party initiating the claim, employee will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the state in which employee was last employed by the Company. The parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided, however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party, as is permitted under federal or state law, as a part of any remedy that may be ordered.

To the maximum extent permitted by law, employee hereby waives any right to bring on behalf of persons other than him/herself, or to otherwise participate with other persons in, any class, collective, or representative action (including but not limited to any representative

action under the California Private Attorneys General Act ("PAGA"), or other federal, state or local statute or ordinance of similar effect). Employee understands, however, that to the maximum extent permitted by law employee retains the right to bring claims in arbitration, including PAGA claims, for themselves as an individual (and only for themselves). If a court adjudicating a case involving the Company and employee were to determine that there is an unwaivable right to bring a PAGA representative action, any such representative action shall be brought only in court, and not in arbitration, and shall be stayed until the individual claim is adjudicated or resolved in the arbitration proceeding.

Only Management may modify this policy in a signed writing and only as is necessary to make this policy enforceable under any federal, state, or local law or other applicable case law effective after this policy's initial dissemination to its workforce. Otherwise, no employee can modify this policy in any manner or enter into any agreement that is contrary to this policy. If any term, provision, covenant or condition of this policy is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining terms and provisions of this policy will remain in full force and effect and shall in no way be affected, impaired or invalidated.

Cualquier controversia, disputa o reclamo entre cualquier Empleado/a y la Compañía, o sus oficiales, agentes u otros empleados, deberá ser determinada por el arbitraje conclusivo, a petición de cualquiera de las partes. La arbitrariedad de una controversia, disputa o reclamo bajo esta política del Acuerdo deberá ser determinada por medio de aplicación de las provisiones substanciales de la ley titulada Federal Arbitration Act ("FAA") (9 U.S.C. Sections 1 and 2). A medida que la ley titulada FAA no es aplicable, la ley de arbitraje del estado en el cual el/la Empleado/a trabaja o trabajó por última vez para la Compañía se aplicará. El arbitraje deberá ser el método exclusivo para resolver cualquier disputa, provisto, sin embargo, cualquier parte puede solicitar alivio provisional por parte de una corte con jurisdicción competente, según se indica bajo las leyes federales o estatales. Incluso, si la Compañía no firma el reconocimiento de haber recibido o aceptado esta política, la Compañía, al igual que el/la Empleado/a, está de acuerdo en obligarse por la política presente y está de acuerdo en someterse a arbitraje todas las controversias con sus Empleados/as o ex Empleados/as.

Los reclamos que deben ser arbitrados bajo esta política incluyen, pero no están limitados, a reclamos por quebrantar la ley del secreto comercial, reclamos acerca de rompimiento de la confidencialidad, violación de las cláusulas de confidencialidad/exclusividad, malversación/conversión, robo por parte de los empleados, reclamos por salarios y otras compensaciones, reclamos por incumplimiento de contrato (expreso o implícito), reclamos por violación a la política pública, despido injustificado, reclamos por agravios, reclamos por discriminación ilegal y/o acoso (incluyendo, pero no limitado a, raza, religión, credo, color, nacionalidad de origen, ascendencia, discapacidad física, discapacidad mental, identidad o expresión de género, condición médica, estado civil, edad, embarazo, amamantamiento, género u orientación sexual) hasta donde es permitido por ley, y reclamos por violación de cualquier ley federal, estatal, o cualquier otra ley gubernamental, estatuto, regulación, u ordenanza, excepto para reclamos de compensación de trabajadores ("workers' compensation"), beneficios de seguro de desempleo y peticiones o cargos que podrían ser presentados frente a la ley laboral titulada National Labor Relations Board.

TANTO LA COMPAÑÍA COMO LOS EMPLEADOS/AS COMPRENDEN QUE AL UTILIZAR EL ARBITRAJE PARA RESOLVER LAS CONTROVERSIAS O RECLAMOS ESTÁN ABANDONANDO CUALQUIER DERECHO QUE PUDIERAN TENER A UN JUEZ O JUICIO CON JURADO EN RESPECTO A TODAS LAS CUESTIONES RELACIONADAS CON EL EMPLEO.

El/la Empleado/a y la Compañía seleccionarán un árbitro por acuerdo común. Si el/la Empleado/a y la Compañía no son capaces de llegar a un acuerdo acerca de un árbitro neutral, cada parte puede elegir obtener una lista de árbitros titulada Judicial Arbitration and Mediation Services ("JAMS") u otra lista titulada Alternative Dispute Resolutions ("ADR") o cualquier otra organización de buena reputación para la resolución de controversias. Se pueden obtener las reglas laborales de JAMS y ADR en el departamento de Recursos Humanos por pedido o pueden encontrarse en <http://www.jamsadr.com/> y <http://www.adrservices.org/>.

La demanda de arbitraje debe ser por escrito y debe ser hecha por el perjudicado dentro del periodo estatuto de limitaciones aplicable bajo la ley federal y/o ley estatal para la reclamación en particular. La falta de hacer la demanda por escrito dentro del estatuto de limitaciones constituye un renuncio en hacer el reclamo en cualquier foro. Los procesos de arbitraje serán llevados a cabo en el condado en el cual el/la Empleado/a trabajo por última vez.

El árbitro aplicara las leyes substantivas (y la ley de remedios, si es aplicable) del estado en el que se produjo el reclamo, o ley federal, o las dos leyes, según correspondan al/los reclamo(s) afirmados en el arbitraje. El árbitro no tiene jurisdicción para aplicar otra ley substantiva diferente u otra ley de remedios. El árbitro aplicara al procedimiento el código de evidencia estatal en cual el procedimiento sea llevado a cabo, o, si no hay código de evidencia estatal disponible, el árbitro aplicara el código titulado Federal Rules of Evidence. Las partes tendrán derecho a realizar todo el descubrimiento a las que habrían tenido derecho si se hubiera presentado el reclamo o la controversia de las partes en una corte, siempre y cuando, el árbitro tendrá la discreción de emitir órdenes de protección o limitar de otra manera tal descubrimiento cuando sea razonablemente necesario, tomando en cuenta el deseo mutuo de las dos partes en tener un mecanismo para solucionar controversias de forma mas rápida, menos formal, y económica. El árbitro tendrá la autoridad de escuchar mociones de juicio sumario archivadas por cualquier partido y aplicara las normas substantivas que gobiernan este tipo de mociones bajo la ley federal o estatal aplicable. Las audiencias para mociones de juicio sumario se llevaran a cabo de acuerdo a los plazos de la presentación y la audiencia establecidos por el árbitro en conformidad con las reglas laborales dictadas por la organización de resolución alternativa de conflictos seleccionada. El arbitraje será definitivo y vinculante sobre las partes, con excepción lo declarado en este Acuerdo.

Después de la audiencia y la entrega del caso al árbitro, el árbitro deberá emitir un dictamen por escrito y adjudicación que será firmada y fechada. El árbitro deberá utilizar sus mejores esfuerzos para emitir el dictamen, no más tardar de treinta (30) días a partir de la fecha que la audiencia de arbitraje concluya, o, la fecha en la cual los informes jurídicos (si son solicitados) se reciben, cualquier fecha que sea más tarde. El dictamen del árbitro deberá decidir todas las cuestiones presentadas por las partes, y el árbitro no podrá decidir sobre cualquier cuestión no presentada. El árbitro deberá presentar por escrito y proporcionar a las partes una decisión y dictamen que incluye conclusiones de los hechos y las razones en las que se basa la decisión. El árbitro será permitido solo a adjudicar los recursos en la ley o equidad que son solicitadas por las partes y permitidos por la ley.

Dentro de veinte (20) días de la emisión del dictamen, cualquiera de las partes tendrá el derecho de presentar al árbitro (y el árbitro tendrá jurisdicción para considerar y emitir una decisión sobre) una moción para reconsiderar, la cual será acompañada por un breve informe jurídico, y la otra parte tendrá veinte (20) días a partir de la fecha de la moción para responder a tal moción.

Luego, el árbitro reconsiderara los asuntos introducidos por la moción y de inmediato, confirmara o cambiara el dictamen emitido, el cual será definitivo y conclusivo sobre las partes, excepto a cierta medida que los derechos de apelación sean proveídos según lo indicado bajo las leyes aplicables. El dictamen y adjudicación final del árbitro puede ser

apelado a otro árbitro que será elegido por las partes de la misma manera en que se eligió el árbitro original. Todas las normas de apelación judicial de las sentencias de la Corte Superior se aplicará a cualquier apelación de este dictamen y adjudicación final, incluyendo pero no limitado a las fechas límites, los plazos y las normas de revisión.

El costo del árbitro, así como otros gastos incidentales del arbitraje que no se incurra en un procedimiento judicial correrán a cargo de la Compañía, a condición, si el/la Empleado/a es la parte que inicia el reclamo, el/la Empleado/a contribuirá una cantidad igual a la cuota para archivar una demanda en la corte de jurisdicción general en el estado en el que el/la Empleado/a trabajo para la Compañía por última vez. Cada parte cubrirá sus propios costos y los honorarios de los abogados en cualquier procedimiento de arbitraje, siempre que, sin embargo, que el árbitro tendrá la autoridad para exigir a cualquiera de las partes el pago por el costo y los honorarios de los abogados de la otra parte, como se permite bajo ley federal o estatal, como parte de cualquier dictamen y adjudicación que se puede pedir.

En la máxima medida permitida por la ley, el/la Empleado/a, por medio de este Acuerdo, renuncia a cualquier derecho de presentar, en nombre de otras personas que no sean él/ella mismo/a, o participar de otro modo con otras personas, en cualquier acción de clase, acción colectiva, o acción representativa (incluyendo, pero no limitado a cualquier acción representativa bajo la ley titulada Private Attorneys General Act (" PAGA "), u otro, estatuto u ordenanza federal, estatal o local de efectos similares). El/la Empleado/a entiende, sin embargo, que en la máxima medida permitida por la ley, el/la Empleado/a mantiene el derecho de presentar reclamos en arbitraje, incluyendo reclamos bajo la ley titulada PAGA, por sí mismo/a como individuo/a (y sólo por sí mismo/a).

Si una corte adjudicando un caso que involucre la Compañía y el/la Empleado/a llega a determinar que hay un derecho irrenunciable para iniciar una acción representativa bajo la ley titulada PAGA, tal acción representativa será presentada solamente en la corte, y no en el arbitraje, y la acción representativa se suspenderá hasta que los reclamos individuos se adjudiquen o se resuelvan en el procedimiento de arbitraje.

Solo Management puede modificar esta política de arbitraje en un escrito firmado y solo cuando sea necesario para hacer esta política aplicable de conformidad con cualquier ley local, estatal o federal o de otra jurisprudencia aplicable efectiva después de la difusión inicial de la política presente a su fuerza laboral. De lo contrario, ningún empleado puede modificar esta política en cualquier forma o entrar en cualquier acuerdo que es contrario a la política presente. Si cualquier término, disposición, pacto o condición de esta política es considerado por un tribunal de jurisdicción competente o un árbitro no válido, nula o no ejecutable, el resto de los términos y disposiciones de esta política permanecerán en pleno vigor y efecto y en ninguna forma serán afectados o invalidados.

Confidentiality And Conflict Of Interest

Confidentiality And Non-Disclosure

The Company may provide and make available to you certain information regarding our business and our clients'/customers' business, including without limitation:

- various sales and marketing information;
- actual and potential customer and lead names, addresses, telephone numbers, and specific characteristics;
- mailing labels;
- sales report forms;
- pending projects or proposals;
- methods of production (including quality control and packaging);
- business plans and projections, including new product, facility or expansion plans;
- pricing information (such as price lists, quotation guides, previous or outstanding quotations, equipment prices, or billing information);
- estimating programs and methodology;
- the techniques used in, approaches to, or results of any market research;
- advertising sources;
- salary information or employment contract language or terms relating to other employees (except for the employee's own salary information or employment contract language or terms);
- financial information of the Company or of our clients'/customers' companies;
- customer information reports; and
- mailing plans and programs;

whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Information"). This Information is of substantial value and highly confidential, is not known to the general public, is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the Company or our clients/customers, and is being provided and disclosed to you solely for use in connection with your employment by the Company.

In consideration of your employment and receipt of the Information, you agree that you:

- ①📁 will regard and preserve the Information as highly confidential and the trade secrets of the Company or of our clients/customers;
- ①🗨️ will not disclose, or permit to be disclosed, any of the Information to any person or entity, absent written consent and approval from the Company;
- ①📄 will not photocopy or duplicate, and will not permit any person to photocopy or duplicate, any of the Information without the Company's written consent and approval;
- ①📄 will not make any use of Information for your own benefit or the benefit of any person or entity other than the Company;
- ①📄 will return all Information to the Company immediately upon request for same; and
- ①📞 will immediately contact the Company if any client or customer of the Company contacts you after the termination or resignation of your employment with the Company.

Notice of Immunity: An employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (1) in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An employee who files a lawsuit for retaliation by the Company for reporting a suspected violation of law may disclose the trade secret to his/her attorney and use the trade secret information in the court proceeding, so long as he/she files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Nothing in this policy alters the at-will nature of the employment relationship.

Identity Theft Prevention Program

The Company is strongly committed to ensuring that our employees and our clients/customers are not the victims of identity theft. To that end, this policy is the Company's written program to detect relevant identity theft warning signs.

If you believe that there is any suspicious activity occurring regarding our employees or clients/customers private information, you should immediately bring that activity to A Manager's attention

Additionally, you should ensure that you safeguard any private information about employees and customers/clients by not leaving it in plain view and ensuring that it is timely and securely filed.

This program will be managed by *Edwin Valencia*.

This program will be reviewed on a yearly basis and updated as necessary following that review. You will be trained on how to prevent identity theft. Finally, the Company will ensure that any third party service providers with which it works also commit themselves to ensuring that our employees' and our clients'/customers' private information is kept confidential. If you have any questions about this Program, you should immediately bring it to the attention of Edwin Valencia.

Works For Hire

All information developed or generated wholly or partially by an employee during his or her employment with the Company, including all intermediate and partial versions thereof ("Work Product"), whether or not protected by copyright, will be the sole property of the Company upon its creation and, in the case of copyrightable works, upon its fixation in a tangible medium of expression.

All copyrightable aspects of the Work Product are "works made for hire" within the meaning of the Copyright Act of 1976 (the "Act"), as amended, of which the Company is to be deemed the "author" within the meaning of the Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, will be owned exclusively by the Company upon their creation and the employee will have no interest in any of them.

If any of the Work Product, or any part or element of the Work Product, is found as a matter of law not to be a "work made for hire," within the meaning of the Act, the employee will assign to the Company the sole and exclusive right, title and interest in and to all such works, and all copies of the works, without further consideration, will execute all necessary documents, and will assist the Company to register and, from time to time thereafter, to enforce all patents, copyrights, and other rights and protections relating to any of the Work Product.

Conflict Of Interest

An employee is required to avoid any conflict of interest during his or her employment by the Company. Any involvement that conflicts with an employee's duties or responsibilities or affects the employee's judgment in making a decision affecting the Company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of the Company.

Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the Company. The Company

requires that these activities or interests do not adversely affect an employee's capacity to perform his or her functions or result in conflicting loyalties.

Off-Duty Conduct

While the Company does not seek to interfere with your off-duty conduct, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation or credibility. Off-duty conduct that adversely affects the Company's legitimate business interests or an employee's ability to perform his or her work will not be tolerated and may result in discipline up to and including termination.

Outside Jobs

The Company has no objections to you holding another job as long as you can effectively meet the performance standards for your position with the Company and disclose the second job(s) to Management. The Company asks that you think seriously about the effects that such extra work may have on the limits of your endurance, your overall personal health, and your effectiveness with the Company. The Company will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs.

If the Company determines that an employee's outside job interferes with his or her performance or ability to meet the Company's requirements, the employee may be required to elect between terminating his or her outside employment or terminating his or her employment with the Company.

An employee may not, during employment with the Company, work for a competitor of the Company without the written approval of Company management.

Disclosure of Restrictions by Former/Current Employers

The Company understands that some of its employees may be subject to certain restrictions or agreements imposed by their former or current employers. The Company requires that all employees honor any such contractual obligations as enforceable under applicable law. No employee may use confidential, proprietary or trade secret information of another person or entity while working for the Company. Additionally, no employee may violate the copyright or patent rights of other persons or entities, including through the use of documents, electronic or computer systems.

By accepting employment with the Company, employees are confirming that they agree that they are not bound by any ongoing contractual relationship with a former employer that would in any way prevent them from working for the Company or performing their job duties. Employees also agree that should they be, or believe themselves to be, under any such obligations, they will provide a copy of any such agreement or obligation prior to commencement of employment with the Company. The Company will review such

information and make a determination as to what restrictions, if any, may be required for employment with the Company.

Gifts

The Company believes that our mutual interests are best served when the acceptance of a product or service is based solely on its merits. Personal gifts offered to our employees by companies doing business with us could, even if innocently given, be motivated by the desire for undue favoritism in future dealings. Advance approval from management is required before you may accept gifts of any kind having an aggregate value in excess of \$500.00 per year from customers, suppliers or vendor representatives. No prior approval is required for gifts having a total value of less than this amount.

Personal Involvement

Personal or romantic involvement with a competitor, customer, supplier or vendor may impair an employee's ability to exercise good judgment on behalf of the Company. An employee should immediately disclose any relationship of this type to his or her supervisor. The Company will determine if an actual conflict of interest exists. If a conflict is determined to exist, the Company will take whatever corrective action it deems to be appropriate.

Employee Status

Regular Full-Time Employees

Those employees who are hired to work on a regular basis for forty (40) or more hours per week are deemed to be full-time. They are eligible for all Company-sponsored benefits.

Regular Part-Time Employees

Those employees who are hired to work on a regular basis for less than forty (40) hours per week are deemed to be part-time. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. They are only eligible for legally required benefits, including sick leave.

Temporary or Seasonal Employees

Those employees who are hired to work on a temporary or seasonal basis, or for the completion of a specific task or project, are deemed to be either temporary or seasonal employees. A temporary or seasonal employee will not automatically change to another status merely by working in excess of the time expected or designated; a change in status, if any, will be recorded in writing. Regardless of hours worked, temporary employees are only eligible for statutorily mandated benefits, including sick leave.

Non-Exempt Employees

Those employees who are subject to the provisions of federal and state law requiring the payment of overtime are deemed to be non-exempt.

Exempt Employees

Those employees who are not subject to the provisions of federal and state law requiring the payment of overtime are deemed to be exempt. Exempt employees include salaried professional, executive and administrative employees. Certain computer programmer personnel and sales employees may also be exempt.

You will be advised of your employee status at the time of hire, promotion or transfer. A change in circumstances (e.g., greater number of hours worked) will not result in a change of status to a position with greater benefits unless the employee is specifically notified of such a status change in writing. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and

the Company. Accordingly, either you or the Company can terminate the employment relationship at will, at any time, with or without cause or notice.

Independent Contractors

An independent contractor is any person who is classified by the Company as such, as evidenced by the Company's failure to withhold taxes from his or her compensation. Independent contractors are not employees of the Company. Even if the person is later reclassified by an action of a court or administrative agency as an employee of the Company, he or she is not eligible for any Company-sponsored benefits on a retroactive basis.

Hours Of Operation And Work Schedules

Business Hours

The Company's legal work week begins on Sunday and ends at midnight on the following Saturday. The Company's legal work day begins at 12:01 A.M. and ends at midnight. The Company's standard business hours are 8:00 A.M. to 7:00 P.M., Monday through Friday. Employees generally work a forty (40) hour week, five (5) days per week, eight (8) hours per day.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule changes will not be authorized for mere convenience or if the exchange will result in disruption or interference with normal operations or will result in excessive overtime.

Various factors, such as work loads, operational efficiency and staffing needs may require variations in your starting and quitting times, and total hours worked each day or each week. The Company reserves the right to assign you to jobs other than your usual assignments when required. In addition, you may be required to work overtime or hours other than those normally scheduled whenever necessary.

Meal And Rest Periods

Non-exempt employees receive a full thirty (30) minute unpaid, uninterrupted meal period for every five (5) hours of work, and a second full thirty (30) minute meal break for every ten (10) hours of work. The employees will be completely relieved of all duty during the meal periods. Your supervisor may adjust the timing of the meal period in order to accommodate production and individual needs. However, the thirty (30) minute meal break must commence within five (5) hours of the start of your shift. Some walking positions may have an additional 10 paid minutes added to their meal period.

You will also receive a ten (10) minute paid break for every four (4) hours of work or major portion thereof.

Employees will also be provided an extra five (5) minutes of paid rest break to cool down, if they are working outdoors in temperatures over 85 degrees, if they feel the need to do so to avoid overheating.

You may not add your breaks to your meal period so that you can take a longer meal period. If for any reason you are not able to take your rest breaks or meal period, you must advise Edwin Valencia in writing within the same or next payroll period; it will otherwise be presumed that you have taken your required breaks. An employee who refuses to take his or her breaks or meal period may be subject to discipline, up to and including termination of employment.

Overtime

Due to operational demands and work loads, the Company may require an employee to work beyond his or her normal shift. The Company will attempt to distribute overtime evenly and to accommodate individual schedules; however, when overtime is required, refusal to work overtime may result in discipline up to and including termination. Although an employee will be given advance notice where feasible, this is not always possible. A non-exempt employee must have prior, written approval from his or her supervisor before any overtime can be worked. Non-approved overtime will be paid, but it may result in discipline, up to and including termination.

Exempt employees may have to work hours beyond their normal schedule, but will not be paid overtime.

The Company will pay overtime at the rate of one and one-half (1½) times an employee's regular rate of pay to non-exempt employees for hours worked over forty (40) hours in a work week or eight (8) in a workday. In addition, the Company will pay one and one-half (1½) times an employee's regular rate of pay to non-exempt employees for the first eight (8) hours worked by the employee on his or her seventh (7th) consecutive day of work in a work week.

The Company will pay overtime at the rate of two (2) times a non-exempt employee's regular rate of pay to hourly employees for hours worked over twelve (12) in a workday. The Company will pay overtime at the rate of two (2) times an employee's regular rate of pay to hourly employees for hours worked over eight (8) by the employee on his or her seventh (7th) consecutive day of work in a work week.

Holiday, vacation, and sick leave hours paid, but not worked, are not included in calculating overtime.

Make-Up Time

The Company allows the use of make-up time when an hourly employee needs to take time off to tend to a personal obligation. An employee may take time off and then make up the time later in the same work week, or may work extra hours earlier in the work week to make up for time that will be taken off later in the work week. Make-up time worked will be paid at an employee's straight-time hourly rate of pay and will not be paid at an overtime rate.

Make-up time requests must be submitted in writing to a supervisor, with your signature on a form provided by the Company. A separate written request is required for each occasion that an employee requests make-up time. The Company will have the discretion to grant or deny an employee's request for make-up time based upon the Company's staffing and operational needs.

If an employee requests time off that he or she will make up later in the week, the employee must submit the request for make-up time at least twenty-four (24) hours before the desired time off. If an employee is requesting to work make-up time first in order to take off time later in the week, he or she must submit the request for make-up time at least twenty-four (24) hours before working the make-up time. The request for make-up time must be approved in writing

before an employee takes the requested time off or works the make-up time, whichever is earlier.

All make-up time must be worked in the same work week as the time taken off.

Employees may not work more than eleven (11) hours in a day or forty (40) hours in a work week as a result of making up time that was or would be lost due to personal obligations.

If an employee takes time off and is unable to work the scheduled make-up time for any reason, the hours missed will normally be unpaid. However, the Company may arrange with you for another day to make up the time if possible, based on staffing and operational needs. If an employee works make-up time before he or she plans to take time off, the employee must take the time off, even if the employee no longer needs the time for any reason.

An employee's use of make-up time is completely voluntary. The Company does not encourage, discourage or solicit the use of make-up time.

Working Remotely



We all do occasional tasks from home or outside the workplace, such as checking a schedule or glancing at an e-mail, that are work-related but that take us but a few seconds or a minute or two. Those tasks are considered de minimis and are not compensated. However, if you are required to spend more than a few minutes on a work-related task, such as responding to emergency emails or answering phone calls, the Company wants to be sure you are compensated for that time spent working. You must make sure that you record this time and enter it so that the Company can properly pay you for it.

Remember that no employees are to work beyond their scheduled work hours unless it is absolutely necessary and authorized by their supervisor. Most work-related emails can wait until the next work day. Working extra hours without permission or when unnecessary will be compensated, but subject to discipline.

Reporting Pay

The Company will pay you for one half (½) of your regularly scheduled workday, of no less than two (2) hours, not to exceed four (4) hours pay, if you report to work on a scheduled workday and there is no work or insufficient work available for you.

The Company will not pay you for reporting to work under the following circumstances:

- ①  The interruption of work is due to the failure of any public utility;
- ②  The interruption of work is due to an act of God or other cause not within the Company's power to control.

Call-Back Pay

The Company will pay you a minimum of two (2) hours pay if you are unexpectedly required to physically report to work, either as an additional shift on the same work day or a different day, if the work was not previously scheduled.

Split-Shift Pay

Employees who work a schedule interrupted by an unpaid non-working period (other than a meal or rest period) may be entitled to a split-shift premium of one (1) extra hour at minimum wage for every day the employee works that schedule. Your supervisor will inform you if you are entitled to a split-shift premium.

On-Site Employees' On-Call Availability

If you are required to live on-site, you may be placed on call. While you are on call, you must be in audible range of the telephone and the alarm, so that you can respond to tenants' or clients' inquiries and emergencies. You are otherwise free to spend your time as you wish, unless you are responding to an emergency or a tenant/client. Unless you actually respond to a tenant/client or to an alarm/emergency while you are on call, such time will not be considered working time. You will not be paid for any time that is not working time.

As long as you clear such an exchange with the Company, you are permitted to exchange your on-call time with other employees so that you may leave the premises.

If you have any question about whether your time is working time or on-call time, you may contact your supervisor. If your job requires you to live on site, you will be compensated only for the hours that you are actually working. If, for some reason, you are unable to leave the premises or are not free to perform personal tasks (such as reading or watching TV) while you are "on call," you should immediately contact your supervisor.

Time Records

We use time records, in the form of time cards, time sheets or computer log-in as a means of accurately recording hours worked and calculating pay. These time records are used to track regular hours worked, meal periods, overtime, absences, and paid time off . Accordingly, non-exempt employees should record the time that they begin and end work each day, as well as the beginning and end of each meal period. Employees should not punch or log in more than five minutes prior to the scheduled start of their shift or return from lunch, and should not punch or log out more than five minutes after the scheduled end of their shift or beginning of their lunch break.

Employees must also record their time whenever they leave the premises for any reason other than Company business.

It is important that the time records not be lost, falsified or mutilated. If there is a mistake on the time card, an employee should inform his or her supervisor and then make and initial the necessary corrections. The supervisor should also initial any corrections.

It is strictly forbidden to punch another employee's time card, write on another employee's time sheet or log into the system under another employee's name or number. Disciplinary action will be taken against anyone who violates this rule. If an employee's time card or time sheet is missing, the employee should report this fact immediately and obtain assistance to locate the time card or time sheet or receive another.

Accuracy Of Time

It is the Company's goal to ensure that all employees are properly paid for all of their work. Therefore, it is every employee's responsibility to examine his or her paycheck and paycheck stub to ensure that he/she is being properly paid for all work time and that the paycheck and pay stub are accurate. If an employee believes that he/she is not being properly paid for all his/her work, the employee must immediately inform Human Resources.

Additionally, no supervisor or manager can permit an employee to work "off the clock." If your supervisor or manager asks you to work "off the clock," you must immediately bring this issue to Human Resources. No employees are permitted to work "off the clock" at any time. For the purposes of this policy, "off the clock" work is where an employee works for the Company but does not accurately record his/her time in the Company's approved time record.

Supervisors or managers are only authorized to change an employee's time record to accurately reflect the employee's actual work hours. If you believe that a supervisor or manager has modified your time record to inaccurately reflect an employee's work hours, again, you must immediately inform Human Resources of the alleged inaccuracy, in writing.

Supervisors and managers are not permitted to require employees to sign any agreement or other statement of hours that falsely represents an employee's time. Supervisors and managers who do so are subject to discipline, up to and including termination.

It will be presumed that the Company is accurately compensating an employee, unless the employee timely brings a complaint pursuant to this policy.

Pay Days

Paydays for hourly earnings are scheduled on the 10th and the 25th of the month. The payday of the 10th is for the prior period from the 16th through the last day of that month. The payday of the 25th of the month is for the prior period from the 1st through the 15th of that month. If a regular payday falls on a Saturday, employees will be paid on the Friday before that Saturday. If a regular payday falls on a Sunday, employees will be paid on the next Monday or next business day in the event of a holiday. Reimbursements are paid on the 15th and last day of the month and follow the same weekend/holiday schedules as the 10th and 25th hourly earnings.

Temporary Employees' Paydays

Temporary employees who are assigned to work for a client for over ninety (90) consecutive calendar days will be paid at the same times and under the same circumstances as regular employees of the temporary agency not assigned to work for clients. Temporary employees

who are assigned to a location due to a trade dispute will be paid daily. All other temporary employees will be paid no less than weekly for all work performed during the previous calendar week, or as otherwise required by law. If you have any questions about when you will be paid, you should contact a supervisor.

Payroll Advances

The Company does not make advances against future earnings or vacation.

Payroll Deductions

State and federal laws require the Company to make the proper deductions on your behalf. Amounts withheld vary according to your earnings, your marital status, and the number of your exemptions. Required deductions include: (1) Social Security (FICA); (2) Medicare; (3) federal income tax; (4) state income tax; (5) state disability insurance (SDI); and (6) paid family leave insurance (PFL).

Payroll Corrections

The Company takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of your paycheck, you should promptly bring the discrepancy to the attention of Edwin Valencia so that a correction can be made as soon as possible.

Garnishment Of Wages

Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the Company. Although we understand that a wage garnishment can happen to anyone, the Company strongly encourages you to work out a financial problem before this situation occurs.

Because of the time and money involved in processing garnishments, there will be a \$1.50 deduction taken from an employee's wages for each payment made by the Company on behalf of the employee pursuant to a wage garnishment order.

Requests For Payroll Records

The Company will provide an employee or former employee with copies of his or her payroll records within twenty-one (21) days of his or her written request. The written request must be submitted to Edwin Valencia.

Health Insurance Portability And Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, is designed to protect the privacy of an individual's medical information. The Company complies with HIPAA to the extent it is applicable. The Company is not a covered entity under HIPAA; however, it does sponsor a group health plan. Therefore, the Company follows the HIPAA standards for non-covered entities which sponsor group health plans.

You will receive a HIPAA Notice of Privacy Rights. If at any time, you have any questions about HIPAA, please contact the individual designated in the Notice of Privacy Rights.

Requests For Medical Information

Employees may be asked to provide information from their physicians in the following instances:

- ①📁 after any absence for illness or in cases of certain recurrent absences;
- ①📄 when requesting certain leaves of absence for health reasons;
- ①📄 to verify an employee's ability to return to work from a leave granted for health reasons; and
- ①📄 as appropriate under the Company's insurance plans.

Examples of information that may be provided by an employee's physician include:

- ①📄 a note to justify absence;
- ①🕒 a note to request a leave;
- ①📄 a note to verify the employee's ability to return to work;
- ①🏥 medical records to support a claim for sick pay or disability benefits;
- ①📄 insurance records; and
- ①📁📁 workers' compensation records.

Any and all medical information must be sent to the general manager. No information is to be provided directly to an employee's immediate supervisor or department head. Only the general manager will have the authority to determine if the medical information provided is sufficient, depending upon the specific circumstances. The general manager will not inform the supervisor of an employee's condition, unless warranted by law, and will inform the

supervisor only whether an absence is excused, whether leave should be granted, or whether an employee may return to work.

Information to support insurance claims must be submitted directly to the insurance administrator by the employee.

Medical Records – Maintaining Confidentiality

Federal law and state law require that the Company maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the Company will also maintain a separate medical file for each employee. These files will be maintained by the general manager

It is important that employees understand that the records are confidential but that the confidentiality may be waived if the employee provides medical information to his or her supervisor or to anyone outside the general manager. In order for employees to preserve the confidentiality of medical records, any and all information from physicians should not be provided to the immediate supervisor unless the employee does not mind the information is being shared with the supervisor. If an employee does provide information to the supervisor, however, the supervisor is expected to keep it confidential.

This policy does not excuse employees from complying with appropriate supervisor requests for information pursuant to attendance procedures.

Consistent with the Company policy concerning the inspection of personnel files, an employee may also inspect his or her medical file during normal business hours, in the presence of the general manager.

Personnel Records

The Company keeps a personnel file on each employee. The personnel file contains employment-related information about the employee.

The content of your file, except for letters of reference and certain other limited kinds of information, are open for your inspection upon request and at reasonable times. You may not add or remove any documents from your personnel file without the written permission of management.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally this information is only available to supervisors and management personnel who have a legitimate need for the information. Under no circumstances should any non-management employee be permitted to review the contents of another employee's personnel file, and managers and supervisors are only permitted to review the files of those employees which they supervise.

The Company will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the Company. These include:

- ① Responses to subpoenas, court orders, or orders of administrative agencies;
- ① In a lawsuit in which you and/or the Company are parties;
- ① To administer employee benefit plans; and
- ① To a health care provider.

Upon written request, the Company will furnish a current or former employee with a copy of his or her personnel file, within thirty (30) days of the request. The written request must be submitted to management.

Personnel Data Changes

It is your responsibility to promptly notify the Company of any changes in your personnel data. It is essential that your personal mailing address, telephone number, number and names of dependents, emergency contact, and educational information be kept accurate and current. Moreover, to ensure that the employer can notify you when necessary, you must provide the Company with an address where it can reach you (not a Post Office or P.O. Box), your personal e-mail address, and your cell phone number. If any personnel data has changed, immediately notify management.

Employee Conduct And Performance

Job Descriptions

The Company will provide you with a written job description. The job description will set forth the essential functions of your job, as well as the physical, work experience and educational requirements for the job.

If you do not believe that your job description accurately reflects your day-to-day job duties, please bring this to the attention of Human Resources.

From time to time, you may be directed to work on special projects or assist with other work necessary or important to the operation of the Company.

The Company reserves the right, at any time, with or without notice, to alter or change your job duties, reassign or transfer job responsibilities, or to assign you additional job responsibilities.

Promotions And Transfers

The Company encourages you to apply for promotions to any position for which you may be qualified. Promotions and transfers are based on the ability, qualifications and potential of the candidates for a position.

Your qualifications, past performance, potential and capacity to assume the increased responsibility of any position applied for will be evaluated. If, in the sole discretion of the Company, two (2) or more candidates are equally qualified, length of service within the Company will be the determining factor.]

Performance Evaluations And Wage Reviews

The Company endeavors to pay wages that are competitive with those paid for comparable skills and work in similar industries in our community. An employee may receive two (2) types of wage increases: a merit raise or a cost-of-living increase. A merit raise may be given when the Company determines that an employee's performance warrants an increase in his or her pay. A cost-of-living raise, which is based on factors other than an employee's performance, may be given whenever the Company determines that it is appropriate to do so. Neither a merit raise nor a cost-of-living raise should be construed as an assurance of continued or long-term employment.

The actual frequency of evaluations may vary depending upon an employee's length of service, job position, past performance, changes in job duties or performance problems.

The purpose of evaluation is to let you know how well you are performing your assigned job duties, whether you have any performance problems, and to set future performance goals. Employees should understand that in our increasingly service-oriented economy, subjective evaluations of applicants and employees have become more important. To that end,

personal qualities can factor heavily into employment decisions, with traits such as common sense, good judgment, originality, ambition, loyalty and tact needing to be assessed, often in a subjective fashion. Because of this necessary subjectivity, "numerical" evaluations are often not possible.

Evaluations will be reviewed in a private meeting between you and your supervisor. You will be given an opportunity to see and comment upon the evaluation, sign the form to show that it has been read and discussed, and receive a copy. You are encouraged to ask questions and comment upon the evaluation.

Performance evaluations will not necessarily result in a salary increase. The timing, nature and amount of such increases will be determined by the Company.

Employee Conduct And Work Rules

Whenever people are required to work together for any purpose, they need certain guidelines to govern their personal conduct and relations. The Company considers work rules to be an important responsibility. They are a necessary part of managing the business so that employees can be treated fairly, and work safely and effectively. These rules apply to all employees.

Examples of impermissible conduct which may lead to disciplinary action are identified below to promote understanding of what is considered unacceptable conduct and to encourage consistent action by the Company in the event of violations. However, it is impossible to provide an exhaustive list of types of conduct that may result in disciplinary action. The following list, therefore, contains some examples of conduct that may lead to the imposition of discipline up to and including possible termination:

- ①📁 Excessive absenteeism or tardiness, including a pattern of absenteeism or tardiness;
- ①📄 Job abandonment;
- ①📄 Working overtime without the prior approval of your supervisor;
- ①📄 Sleeping or malingering on the job;
- ①📄 Theft, stealing, or unauthorized removal of property belonging to the Company, another employee, a customer or a visitor, regardless of the value of the item;
- ①⚠️ Unauthorized use of Company equipment, time, materials or facilities;
- ①🗑️ Waste of Company materials or supplies;
- ①🚫 Use, possession, or sale of unlawful drugs or alcohol while on Company premises, while in a Company vehicle, or while on duty, or reporting to work under the influence of alcohol or any unlawful drugs;
- ①🔫 Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Company property or into Company vehicles;
- ①📁📁 Failure to observe safety regulations;
- ①📁📁 Failure to report any unsafe conditions, damage to equipment or machinery, or job-related traffic accidents or violations to your supervisor;
- ①📁📄 Carelessness or negligence while performing duties;
- ①📁📄 Wearing extreme, unprofessional or inappropriate dress or hair styles while working;

- ①📁📄 Failure to perform work or job assignments satisfactorily and efficiently;
- ①📁📄 Destruction or damage to the property of the Company, another employee, a customer or a visitor;
- ①📁⌚ Unlawful harassment, including sexual harassment, of other employees;
- ①📁🎮 Horseplay on Company time or property;
- ①📁🗣️ Threatening, intimidating or coercing other employees, customers or visitors;
- ①📁👊 Fighting or provoking a fight on Company time or property;
- ①📁👤 Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor;
- ①📁📄 Refusal to do job assigned or perform work in the manner described by the Company;
- ①📁🗣️ Disrespect or discourtesy to supervisors or customers;
- ①📁📄 Failure to immediately report a job-related injury, no matter how minor, to your supervisor;
- ①📁📄 Making or receiving personal telephone calls, other than emergency calls, during working hours;
- ①📁📄 Falsifying, altering, destroying or willfully omitting information from any time card or Company record (including employment applications);
- ①📁⌚ Obtaining employment by means of false or misleading information; and
- ①📁🔒 Failure to follow Company procedures for maintaining confidentiality.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion.

Discipline

Most employees are dedicated and hard-working. Occasionally, however, an employee's work performance or behavior falls below Company standards. In these cases, the Company will take corrective action, including counseling and discipline, as is necessary and appropriate.

The Company maintains a progressive discipline procedure to ensure a fair method of disciplining employees. The progressive discipline system is intended to give employees

advance notice, whenever possible, of problems with their conduct or performance in order to provide an opportunity to correct these problems. The focus of counseling or discipline is on correction of the situation. The Company expects that most job-related problems will be resolved through routine disciplinary action.

Normally, progressive discipline involves some combination of verbal counseling, written warnings, and/or suspension before an employee is terminated. However, exceptions or deviations from the normal procedure may occur whenever the Company deems that circumstances warrant that one or more steps in the process may be skipped. Accordingly, circumstances may warrant immediate termination.

An employee who is given a written warning will be asked to sign the warning. This signature is not an admission of guilt, but merely acknowledges receipt of the warning notice. If an employee disagrees with the warning and desires to make comments, he or she is entitled to write on the warning notice.

It must be remembered that the employment relationship is based on the mutual consent of the employee and the Company. Accordingly, either an employee or the Company can terminate the employment relationship at will, at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing contained in these disciplinary procedures is meant to imply any contrary policy.

Customer Relations

The Company believes that a customer's patronage is earned by providing high-quality merchandise and excellent personal service. Everyone must be considered a potential customer, whether they are inside or outside of the Company's facility. Employees are expected to conduct themselves in a congenial and helpful manner at all times in order to enhance our business.

We are a service business and all of us must remember that the customer always comes first. It is the customer that pays all of our wages. Remember, while the customer is not always right, the customer is never wrong.

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

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

Through your conduct show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

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

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

Alcohol And Drug Policy

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place. Employees may be disciplined, up to and including discharge without prior notice or warning, even for a first offense, for any of the following:

- ① For reporting to work and/or working with the presence of intoxicants in their bodies;
- ② For bringing intoxicants into the workplace;
- ③ For possessing or ingesting intoxicants in the workplace during working hours, including meal and rest breaks;
- ④ For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of intoxicants in the workplace and/or during working hours, including lunch and rest breaks; and
- ⑤ For providing false or misleading information or failing to provide information about any of the foregoing with regard to themselves or others.

As used above, "workplace" includes any premises where an employee may be working on behalf of the Company. "Intoxicants" as used in this policy means any drug listed in 21 U.S.C. § 821 and other federal regulations, including, but not limited to, heroin, marijuana, cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Intoxicants also include legal drugs not taken under the direction and prescription of a licensed physician to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company facility.

Company Testing

The Company may require a blood test, urinalysis or other drug/alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol. "Reasonable suspicion" may be established by accident, physical and/or verbal altercation, a layperson's opinion based upon specific personal observations concerning an employee's appearance, behavior (including job performance) and body odors, unusual employee behavior, possession of drugs and alcohol, or other factors. An employee's consent to submit

to such a test is required as a condition of employment and the employee's refusal to consent shall result in termination, even for a first refusal.

Reporting Convictions

An employee is required to inform the Company within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute, where such violation occurred on the Company's premises. "Conviction" means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.

Prescription Drugs

The legal use of controlled substances, such as prescription drugs prescribed by a licensed physician, or over-the-counter medications, is allowed. However, if an employee cannot do his or her job satisfactorily because of such substances, the Company may require him or her to see a doctor, at Company expense. An employee may be terminated or obligated to take an unpaid leave of absence if the doctor concludes that he or she cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

Searches

The Company may conduct unannounced searches for illegal drugs or alcohol in Company facilities. Employees are expected to cooperate in the conducting of such searches. Searches of employees and their personal property, including but not limited to desks, lockers, packages, purses and backpacks, may be conducted when there is reasonable suspicion to believe that the employee or employees are in violation of this Policy. Employees should therefore have no expectation of privacy in the work place, with the exception of rest rooms.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent shall result in termination, even for a first refusal.

Marijuana In Our Workplace

Since the passage of Proposition 64 in California, marijuana has been legal to purchase and use from a statewide perspective. However, it is still considered an illegal substance under federal law. As such, if an employee is reasonably suspected to be under the influence of marijuana at work, he or she will be sent for a drug screen, and if the drug screen is positive, the employee will be terminated. Further, if an employee is found to possess marijuana on Company premises, the Company reserves the right to terminate the employee, just as if the employee possessed alcohol on premises. The passage of Proposition 64 does not alter the Company's ability to require a drug test or terminate based on use, possession or being under the influence of marijuana at work.

Company Events

Some of you may attend Company or business-related events where alcohol is served. You are expected to use good judgment in consuming alcohol at any such Company or business-related event. Under no circumstances should you ever operate a vehicle if you are under

the influence. Becoming intoxicated at any of these events will be considered grounds for discipline, including immediate termination.

Attendance

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

If you are going to be late or absent from work for any reason, you must notify your supervisor as soon as possible. If your supervisor is not available, contact 310.410.4500 and keep calling back until you speak directly with your supervisor.

If your absence is due to illness, you must report your progress to your supervisor every day until you recover. You may be required to bring a statement from your doctor verifying your illness.

Any employee who fails to report for work without giving prior notice to the Company will be subject to termination unless a reasonable excuse is offered at the earliest possible time and accepted by the Company.

You may be required to submit a doctor's release in order to return to work.

Employees who are incarcerated or in custody and do not appear for work due to the incarceration or custody will be considered to have no called/no showed to work and the incarceration will not be considered a valid basis to have missed work.

Permission To Leave During Working Hours

If it becomes necessary for you to leave the premises during regular working hours, you must advise your supervisor. If your absence is for personal business or business that is not part of your job, you must punch out and your supervisor must approve your time card.

International Travel

All employees whose job duties require them to travel internationally must maintain a current passport and/or all other authorizations required for international travel. Such employees also must be legally permitted to travel internationally. Employees who have been declared *persona non grata* in any country to which they are required to travel may be subject to discipline, up to and including termination.

Telephone Policy

Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls.

Under no circumstances should you make or charge an international call to the Company unless it is work-related and approved by the Company.

The Company receives a large number of telephone calls from its customers and others throughout the day. Because we have only a limited number of telephone lines to handle these calls, and because mistakes are often made when an employee tries to talk on the phone and work at the same time, you are required to keep all personal phone calls using Company telephones to a minimum.

Employees should not accept or make cell phone calls or electronic/text (including Facebook) messages while on duty, unless the nature of their duties require such communications with clients/customers or other employees.

While on Company premises, regardless of whether you are on a break and regardless of whether you use Company equipment, the Company may monitor employee telephone calls and employee electronic/text messages.

You should use your cell phone to make necessary personal calls during your break and meal periods.

Cell Phone Safety

The Company expects employees whose job responsibilities include regular or occasional driving and who use a cell phone for business use to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, the Company strongly encourages employees to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If employees must take or make a phone call, they must use a hands-free option such as a headset or speaker phone. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to disciplinary action, up to and including termination of employment.

Texting And E-Mailing While Driving

Regardless of the circumstances, including slow or stopped traffic, employees whose job responsibilities include regular or occasional driving may not use, send or read or review text messages or e-mails while driving. Employees who are charged with traffic violations resulting from texting or e-mailing while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will result in disciplinary action, up to and including termination of employment.

Remote Electronic Usage

Certain employees' regular job duties require them to perform work off-site and after regular business hours. For example, employees may be required to keep in contact via email or to check or return voicemails. Employees must spend no more time than is necessary to perform these tasks.

Of course, the Company wants to pay employees for this time. To that end, employees performing such off-site work must accurately inform the Company, in writing, of the time(s) when such work was performed so that the Company can appropriately pay the employee. Employees must make this notification no later than the next business day after the work was performed

Employees who violate this policy may be subject to discipline up to and including termination.

Employee Appearance

Each employee represents our Company, and it is essential to our business that we portray a professional image to our customers and visitors. You should therefore use good judgment in determining your dress and appearance and, in all circumstances, dress in an appropriately professional and business-like manner, including wearing your company issued uniform shirt.

If you are not dressed in proper attire, you may be sent home to change, and you will not be compensated for the time away from work.

Any employees who require a variation from the dress code as an accommodation for religious grooming standards or for medical reasons should contact management.

Uniform Policy

Employees who use "wash and wear" uniforms will not be provided any additional monies or other compensation to care for their uniform. Employees will be provided with 5 uniform shirts. If an employee does not return all the uniforms provided to him/her at the termination of or resignation of his/her employment, pursuant to a written agreement with the employee, the Company may withhold the depreciated replacement cost of the uniforms from the employee's final paycheck.

Repayment Of Training Costs And/Or Relocation Costs

If you resign your employment, the Company retains its right to seek reasonable reimbursement from you for any Company-paid specialized training expenses, relocation bonus(es) or relocation reimbursement.

Smoking

As part of the Company's efforts to provide a safe and healthy workplace, smoking is prohibited on Company premises, including but not limited to work areas, break areas, bathrooms, cars, conference rooms and hallways. Employees who smoke may do so only on their meal and rest breaks and only outside of the Company's facility.

The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policies.

Physical Security

The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides "zero tolerance" for actual or threatened violence against employees, customers, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of workplace safety and security.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the Company, as part of its written Injury and Illness Prevention Plan, has established security measures and practices. It will also provide programs to train and retrain employees as appropriate. This will assist employees and the Company to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

The welfare of our employees and the security of Company facilities require that every individual be aware of potential security risks. Immediately notify your supervisor if you see any person acting in a suspicious manner, in or around Company premises.

Every verbal or physical threat of violence will be treated seriously by the Company. Any such threat should be immediately reported to your supervisor. Where a violation of this policy is found to exist, the Company will take appropriate corrective action.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, the employee should immediately contact their supervisor and, if necessary and appropriate, law enforcement authorities by dialing 911.

An employee will not be discriminated against or retaliated against as a result of the employee making a truthful complaint or report about a credible threat of violence made against themselves, their family members, or other employees.

Full cooperation by all employees is necessary for the Company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their rights and obligations under this policy to Human Resources.

Company Equipment

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

Voice Mail, E-Mail, And Computer Files

Company-provided voice mail, e-mail, and computers are to be used for business purposes only, and may not be used for personal business. These systems are maintained by the Company in order to facilitate Company business. Therefore, all messages sent, received, composed and/or stored on these systems (even with offsite providers) are the sole property of the Company.

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

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

Nothing contained herein is intended to prohibit employees from using the Company's voice mail, e-mail or other electronic systems to discuss the terms and conditions of their employment with each other, or engage in any other types of protected, concerted activity.

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

Employees should have no anticipation of privacy with respect to Company-provided voice mail, e-mail, text-messaging, instant messaging, or any other computer or electronically based communications – regardless of whether such information is stored on the Company's systems or by an outside provider (including, but not limited to, a phone company or off-site server)

("Electronic Communication"). The Company reserves the right to monitor, access, and inspect computers, e-mails, voice mails, and other electronically stored documents and data that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommute, PDAs, smartphones (including BlackBerries and iPhones), portable "jump" or USB drives, external hard drives, host computers, file servers, workstations, stand alone computers, software, voice mail, fax transmissions, telephones of any type, and internal or external communication networks, and all other Electronic Communications. This may be done without notice to an employee and in the employee's absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall create an expectation of privacy to an employee's Electronic Communication. Only the President of the Company can modify this lack of expectation of privacy, and only then with a signed writing.

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

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

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

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

Anti-Blogging/Social Media Policy

Employees are prohibited from engaging in personal posting on social media or "blogging" during working time or while using Company equipment. Employees "blogging" or posting (including but not limited to use of Facebook, Twitter, Yelp, Tumblr, Blogspot, Instagram, Vine, or Linked In) while not on working time and while not using Company equipment are reminded that they must adhere to the Company's confidentiality policy and that they must avoid the disclosure of trade secrets or other information regarding the Company or any of its owners, managers or employees which would constitute trade libel or defamation. Expect that if you publish something anywhere online, the Company or your co-workers will see it.

Employees should realize that nothing in this Handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions with co-workers, including in the context of social media.

Right To Search Employees

In the event of a theft or unauthorized taking of property by an employee, or suspected theft or, unauthorized taking by an employee, or possession of a firearm or other potentially dangerous item, we want to minimize the possibility of discipline based upon suspicion or subjective judgment. Therefore, the Company reserves the right to conduct searches of employees, their personal belongings, and any Company furnishings or equipment utilized by employees whenever we deem it necessary. An employee's consent to such searches is a condition of employment, and refusal may result in disciplinary action up to and including termination of employment, even for a first offense.

Right To Observe Employees

In our ongoing effort to achieve the highest level of business efficiency and customer service, the Company reserves the right to observe employees throughout the Company's premises, either by way of direct observation or through the use of electronic devices. The Company may install video cameras to monitor reception areas, work areas and/or other generally open areas where employees may be seen by others. Cameras may also be placed in "private" offices without employees' knowledge and without employees' permission. Therefore, employees should have no anticipation of privacy in the workplace, with the exception of restrooms and changing areas.

Employee Privacy

From time to time, third parties may seek your contact information for various purposes. The Company understands and appreciates that you want to keep your personal contact information private from third parties. To that end, the Company will not disclose your name, address, or other contact information to any third party – even if these third parties are purportedly acting on your behalf – without your prior authorization.

Advertising And Promotion

Occasionally, the Company may use your and other employees' images, voices and/or likenesses in advertising or in other methods to promote its business. As a condition of employment and in consideration for continued employment, all employees agree to permit the Company to photograph, publish, exhibit, reproduce, distribute, or otherwise use image, voice and/or likeness in connection with any Company product or service. Contact management if you have any questions about this policy.

Media Contact

Employees may occasionally be approached for interviews with, to provide comments to, or to provide documents to news media or journalists. Only those employees designated by the President/CEO may act as a spokesperson for the Company or make official comment on Company policy, positions, issues or events that involve or have an impact on the Company.

Any such statements or written releases to the media that are made on behalf of the Company (including, but not limited to, newspapers, television, Internet, and bloggers) must be approved by the President/CEO.

High Profile or Celebrity Clients

Due to the nature of our business, the Company has certain celebrity and high profile clients. The Company expects that all of its employees respect our clients' anonymity. This includes refraining from drawing any unwanted attention to such clients, including, but not limited to, asking for autographs, taking pictures of or with these clients, or posting messages or references to such clients on any social media website (e.g., Twitter, Facebook, or LinkedIn), or discussing them publicly or with the media.

The Company takes this policy very seriously. Any employee who violates this policy will be subject to discipline, up to and including termination.

Protesters and Picketers

Should the facility be subject to a protest or picketing for any reason, you should not attempt to personally eject the protesters or picketers. Rather, you must immediately contact Edwin Valencia or Management in the event that Edwin Valencia is not available. They will advise you on what to do and how to respond to the protesters or picketers.

Of course, if you fear for your safety due to protesters or picketers, you should immediately attempt to retreat to a safe location and contact law enforcement by dialing 911.

Theft Prevention

If you believe that an employee or any other person is wrongfully taking something of value from the Company or any of its employees, you should immediately notify your supervisor. Until your supervisor arrives on the scene, you should attempt to detain the person by engaging him or her in some kind of social or business conversation. Never attempt to forcibly detain a suspected thief, or accuse him or her of theft. If you are unable to detain the person, attempt to obtain an automobile license plate number or other identification.

The Company will pursue employee theft to the full extent of the law.

Safety First

We pride ourselves on safety. The Company goal is to have no work-related injuries or illnesses. However, the reduction of accidents in our operations is only possible through a team effort involving both employees and the Company. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved.

The Company endeavors to take reasonable precautions in order to provide employees with a safe working environment. The Company will provide all mechanical and physical facilities required for employee safety and health. Injury prevention, however, is largely an individual effort, and all employees are expected to do their part to work safely. No employee is

required to work at a job that is not safe or healthful. The Company expects employees to do everything possible so as not to create conditions that can result in injury to themselves or others. If an employee observes an unsafe work condition, he or she should report it to his or her supervisor immediately.

Airborne Infectious Disease

We want to ensure that you and other employees remain well. Consequently, to stop the spread of infectious diseases, we require all employees to do the following:

- Wash your hands often with soap and water. Alcohol-based hand cleaners are also effective. [The Company provides hand sanitizers throughout its facilities.]
- Cover your nose and mouth with a tissue when coughing or sneezing and throw the tissue in the trash after use.
- Stay home when you are sick and remain at home until at least 24 hours after you are free of fever.

As to the final point, we understand that staying home may pose a financial hardship for some of you. However, if you are visibly ill, the Company may send you home to avoid possible infection of other employees. Additionally, if you have been diagnosed with H1N1 or similar diseases, understand that you may continue to be infectious for up to 10 days.

Blood-Borne Pathogens

As part of its continuing commitment to employee safety and health, the Company has adopted a comprehensive policy for dealing with possible employee exposure to blood-borne pathogens. While possible employee exposure to blood-borne pathogens may have serious consequences, these measures are primarily intended to be precautionary.

If you render first-aid assistance in any situation involving the presence of blood or other potentially infectious materials, you will immediately be offered Hepatitis B vaccination. This vaccination will be paid for by the Company.

If rendering first aid results in an eye, mouth or non-intact skin contact with blood or other potentially infectious materials, the Company will document the circumstances of the exposure, identify the person from whom the potentially infectious material came, inform you about the symptoms that might develop from exposure, collect and test your blood (with your consent and at the Company's cost) for Hepatitis B and HIV serum status, provide post exposure treatment (if necessary), and provide you with counseling.

Housekeeping

Our employees have always taken great pride in clean work stations and neat appearance throughout the facility. We want to encourage you to follow this good "housekeeping" tradition; it means keeping your work place and surroundings neat, clean and free of articles not in use. Each person has the specific responsibility to clean his or her immediate work area

and to maintain the area in as attractive and safe a manner as possible. Common areas such as lunch rooms, locker rooms and rest rooms should be kept clean by those using them. Employees are responsible for cleaning their own cups, glasses, dishes, trays and refuse.

Use Of Personal Or Company Vehicles

The Company maintains insurance coverage for employees who are expected to drive Company vehicles as part of their job duties. Employees whose job duties require them to drive must be insurable by the Company's insurance company at a rate no higher than any other employee and must maintain a driver's license in good standing. However, employees who use their own personal vehicles for business purposes must have their own automobile insurance that meets the state minimum limits of \$15,000/\$30,000/\$5,000. In such a case, the employee must provide the Company with proof of such insurance. The employee must also advise the Company upon being informed of any change in his or her insurance status. Failure to comply with this policy may result in discipline, up to and including the termination of employment.

An employee must not drive his or her vehicle or Company vehicles on Company business, unless doing so is part of their job responsibilities or they have received prior authorization from their supervisor to do so.

In the course of such operation, employees are expected to exercise good judgment and safe driving practices at all times, including avoiding any activity which may distract their attention from the road or violate any law. Such activity includes speeding or other reckless driving. Any employee who fails to use his or her seat belt, whether a driver or a passenger, in any vehicle on Company business is subject to discipline, up to and including termination of employment.

If an employee whose position involves any driving is unable to obtain or maintain a valid California driver's license, obtain or maintain insurance coverage for his or her own vehicle, and/or is declined for coverage as a driver by the Company's insurance carrier, the Company shall determine whether the employee will be terminated, transferred to a non-driving position, or otherwise.

Employees who have "at fault" accidents while driving on Company business are subject to discipline, up to and including termination, even for a first accident.

Company Property And Equipment

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

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

You should immediately notify your supervisor if any vehicle, equipment, machine, or tool appears to be damaged, defective or needs repair. Prompt reporting of damage, defects and wear can prevent deterioration of vehicles and equipment and avoid possible injury to you and others.

The negligent, careless or unsafe use of Company vehicles or equipment may result in discipline, up to and including termination.

You are responsible for all Company property, materials or written information issued to you or in your possession or control. You must return all such property, materials or information immediately upon request, or at the time of separation from employment with the Company.

If an employee should fail to return any of the Company's property, or should any of the property be returned in a broken or damaged condition, as a result of the employee's willful act or gross negligence, the Company may deduct the reasonable, depreciated value of the property from the employee's paycheck. The Company may also take all appropriate legal action to recover its property.

Employee Cash Handling

From time to time, a customer will pay for a delivery with cash. This cash must be handed to a supervisor no more than 24 hours later. When turning in cash, be sure to have it signed for on your delivery manifest.

Benefits

Sick Leave

In order to minimize the economic hardships that may result from short-term illness or injury, the Company provides sick leave benefits. Upon hire, employees will be granted 48 or 6 days of sick leave. Employees must, however, have worked for the Company for 30 days in California within a year from the commencement of employment and must satisfy a continuous 90-day employment period before he or she can actually take any sick leave. Only once these requirements are satisfied will an employee be eligible to use sick leave accrued.

Employees will receive an additional 48 hours or 6 days of sick leave on January 1 of each calendar year. These 48 hours or 6 days of sick leave granted can be used immediately and will be replenished as of January 1 of every calendar year. Sick leave previously accrued but not used will not carry over to the following year.

Sick leave is available in the case of:

- actual illness or injury of an employee; or
- actual illness or injury of a family member, including children, spouse or registered domestic partner, grandparents, grandchildren, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; or
- for the employee or family member (as defined above) to see a healthcare provider for preventative care; or
- if the employee has been the victim of a crime or domestic violence and the employee needs to take time off in order to attend judicial proceedings, receive medical treatment or other professional assistance relating to the crime.

Employees will be paid sick leave at their rate of pay (i.e., hourly rate of pay) at the time the sick leave is taken and not inclusive of gratuities or other discretionary amounts. Employees will only be paid for the number of hours regularly scheduled to work, or, if there is no set schedule, the number of hours the employee is reasonably anticipated to work, not inclusive of overtime.

The maximum amount of paid sick leave that can be used in any calendar year is 48 hours or 6 days. If no sick time is available the time off shall be unpaid. Sick leave can be used in increments of no less than two (2) hours. Due to the nature of our business, you must provide as much advance notice of the sick leave as is practicable under the circumstances. If you fail to provide advance notice when you otherwise could have you may be precluded from using paid sick leave. The Company reserves the right to request documentation related to the need for sick leave in accordance with applicable state or federal law. This also may occur when the circumstances surrounding the request for sick leave are suspect. Relevant examples may include, where sick leave is requested in the period after an employee has provided notice of resignation from the Company, after or before a long holiday weekend, or

where the employee demonstrates a pattern and practice of using sick leave to extend a weekend into a three-day weekend.

An employee will not be paid for unused sick leave, and no sick leave benefits are paid upon termination. Paid sick leave is not considered as time worked in the computation of overtime.



Time Off For Employees

Time off for employees is provided in order for employees to have time away from work, either for health reasons, personal purposes, holiday or vacation. Therefore, if you are taking a day off work, either paid or unpaid, you are NOT expected to conduct any work, without express permission of your supervisor.

Educational Benefits

It is the policy of the Company to encourage employees to take advantage of the available educational opportunities in areas contributing to the improvement of their current job duties and performance. Accordingly, you may submit a request to enroll in a course, seminar or program, at the Company's cost. The Company shall have sole discretion to grant these benefits, depending on the program and the needs of the Company.

Attendance at meetings, lectures, and training programs will be counted as hours worked and paid for when such sessions are:

- ①  Conducted during your normal work schedule; or
- ②  Attendance is required by the Company outside the normal work schedule.

Attendance will not be counted as hours worked and paid for when you voluntarily attend such programs after work hours, even though the program may be job-related.

Meetings

Full staff and department meetings will be held on a regular basis. Each employee must attend in order to have current information about the Company and its business. Attendance at meetings will be paid as working time.

Literacy Education

The Company will reasonably accommodate and assist any employee who reveals a problem of literacy and requests assistance in enrolling in an adult literacy education. The Company will make all reasonable efforts to safeguard the privacy of the employee as to the fact that he or she has a problem with literacy.

Upon request, the Company shall provide the location of local literacy education programs and arrange for the literacy education provider to visit the facility. Although the Company strongly encourages its employees to take advantage of this assistance, the Company will not

compensate the employee for time off for the enrollment and participation in the adult literacy education program.

Expense Reimbursement

Some employees' duties include the regular usage of personal vehicles and/or the regular expenditures of personal funds for Company business. For these employees, the Company will reimburse for mileage driven, parking costs (you must provide a receipt) and cash advances. You must notify dispatch of parking receipts and cash advances immediately. Receipts must be turned in within 24 hours.

Mileage

Where specific permission has been granted, you will be reimbursed for all mileage expenditures in the performance of Company business. Employees shall be reimbursed for mileage at the negotiated legal rate. All claims for reimbursement for mileage expenses must be submitted to your immediate supervisor within thirty (30) days, accompanied with the proper documentation to establish legitimate expenses.

Workers' Compensation

The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your supervisor immediately. Failure to timely report an injury may jeopardize your rights to certain benefits.

Workers' compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the Company.

To insure you of quality care in case of work-related injury or illness, the Company will direct you to an appropriate health care provider for the treatment of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the Company in writing before any injury or illness occurs.

All employees should remember that workers' compensation fraud is a felony in California, punishable by up to five (5) years in state prison and a fine of up to \$150,000.00. When an employee makes a workers' compensation claim knowing that the injury or illness is not work-related, it is a felony. When an employee allows a doctor, therapist or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers' compensation fraud costs companies thousands of dollars a year – money that could otherwise benefit hard-working employees. The Company will take all actions necessary to prosecute cases of workers' compensation fraud.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

Social Security

All employees are covered by the Social Security Law and are subject to taxes under the Federal Insurance Contribution Act ("FICA"). A deduction is made from your gross earnings in accordance with the law as your contribution to Social Security. The Company contributes an amount equal to your deduction.

Disability Insurance

As an additional benefit, employees are covered under a state disability plan known as SDI. This insurance provides low cost disability protection if illness or injury not caused by the job prevents you from working.

All employees are eligible and pay for this program.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook or for testifying in a disability proceeding.

Unemployment Insurance

If your employment terminates, you may be eligible to receive unemployment insurance. In most cases, you must file a claim in order to collect this benefit. Should such a situation arise, you should inquire about unemployment insurance at the time of your separation from service.

No action will be taken against any employee in any manner for testifying in an unemployment insurance proceeding.

Paid Family Leave Insurance

All employees are covered under the state's paid family leave insurance plan (PFL). This program provides up to six (6) weeks of partial pay in any 12-month period to an employee who is eligible under the Family Medical Leave Act, the California Family Rights Act, or any Company policy, to take time off work to care for a seriously ill parent, spouse, registered domestic partner or child, grandparent, grandchild, sibling or parent-in-law, or to take time off to bond with a newborn child or a newly placed adopted or foster child. PFL does not create any additional rights to time off of work.

PFL is funded by an employee payroll deduction, according to law. PFL benefits are paid to an employee by the state.

An employee will be required to use up to two (2) weeks of accrued, unused vacation before receiving any PFL benefits.

Rules Regarding All Leaves

Non-Retaliation

No action will be taken against any employee in any manner for requesting or taking any of the leaves of absence provided for in this Section of the Handbook.

Legal Eligibility

For all leaves except industrial medical leaves, bereavement leave, and personal leaves of absence, employees should have no expectation that a leave is available to them unless both the Company and the employee meet the eligibility criteria stated by law. For example, simply because the Company lists a Pregnancy Disability Leave policy, employees are not eligible for such a leave unless the Company employs five (5) or more employees.

Working Elsewhere While on a Leave of Absence

Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

Failure to Return After a Leave of Absence

Failure to return from leave of absence by the scheduled time may result in termination.

Following a Leave

An employee who returns to work following a leave of absence resulting from an injury or illness may be required to take a physical examination to: (1) determine if the employee is an "individual with a disability" for purposes of the Americans with Disabilities Act and any other applicable federal or state law; (2) to determine if the employee can perform the essential functions of the job to which he or she is returning with or without reasonable accommodation and without posing a direct threat to the health or safety of others; and (3) to identify an effective accommodation that would enable the employee to perform the essential functions of the job. Any physical examination required by the Company is provided by the Company at no cost to an employee.

Pregnancy Disability Leave

An employee will be granted a leave of absence due to disability arising from pregnancy or childbirth.

Request for Leave

No employee shall be granted a pregnancy disability leave unless she submits a written request for pregnancy leave, and, in addition, furnishes a doctor's written certification stating the beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy disability leave of absence.

Length of Leave

A leave of absence for the birth of a child or for any other pregnancy related medical condition will be granted for the period that an employee is disabled. Prior to the birth of a child, an employee may take leave intermittently for prenatal examinations and for pregnancy related illnesses such as severe morning sickness. The maximum amount of time off for all pregnancy related conditions shall not exceed four (4) months for each pregnancy disability. Part-time employees are entitled to a pro rata leave.

Compensation and Benefits

Pregnancy disability leave is without pay.

Use of Vacation and Sick Leave

An employee who takes a pregnancy disability leave must use accrued sick leave pay.

Return from Leave

An employee returning from a pregnancy disability leave of absence must furnish a doctor's written certification of her fitness to perform the essential functions of her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

Organ and Bone Marrow Donor Leave

An employee will be granted a leave of absence due to their donation of an organ or bone marrow to another person.

Request for Leave

No employee shall be granted an organ or bone marrow leave unless he/she submits a written request for leave stating that s/he is an organ or bone marrow donor and showing a medical necessity for the donation of the organ or bone marrow. Failure to provide the above information is grounds for denial of this leave of absence.

Length of Leave

Leave time due to organ donation may not exceed thirty (30) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave time due to bone marrow donation may not exceed five (5) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Compensation and Benefits

Organ and bone marrow donor leave is without pay.

Use of Sick Leave

The Company requires employees taking leave to donate bone marrow to use no more than five days of earned but unused sick leave.

Return from Leave

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

Qualifying Exigencies

Federal law describes many circumstances that may be considered a "qualifying exigency." If there is any question on whether something is a qualifying exigency, the Company will use only such circumstances as are required by law and nothing in this policy should be considered to have granted any rights to leave that are not required by law. In any event, all qualifying exigencies require that the military member be the employee's spouse, son, daughter, or parent on active duty or call to active duty status. Military members covered by this policy also include the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood *in loco parentis*, who is on active duty or call to active duty status, and who is of any age. For purposes of this policy, a "parent" can mean someone who stands *in loco parentis* to the employee and a "child," "son" or "daughter" can be someone for whom the employee stands *in loco parentis*. A qualifying exigency is, as defined by applicable law: 1) Short-Notice Deployment; 2) Military Events and Related Activities; 3) Childcare and School Activities; 4) Financial and Legal Arrangements; 5) Counseling; 6) Rest and Recuperation; 7) Post-Deployment Activities; and 8) Additional Activities as agreed by the Company and employee.

Length of Leave

Leave time due to child bonding, a serious health condition (other than a servicemember's serious health condition), or a qualifying exigency may not exceed twelve (12) weeks off in any 12-month period, commencing with the first day on which any family and medical care leave is taken.

Leave time due to a "servicemember's serious health condition" may not exceed twenty-six (26) weeks off in any 12-month period, commencing with the first day on which any such leave is taken. A family and medical care leave may be taken in addition to any leave of absence that an employee may be entitled to on account of a disability resulting from pregnancy disability.

Thus, for example, an eligible employee may, during the single 12-month period take sixteen (16) weeks of leave to care for a covered servicemember and ten (10) weeks of leave to care for a newborn child. However, the employee may not take more than twelve (12) weeks of leave to care for the newborn child during the single 12-month period even if the employee takes fewer than fourteen (14) weeks of FMLA leave to care for a covered servicemember.

Each instance of leave time due to a short-notice "qualifying exigency" may not exceed seven (7) calendar days off. Each instance of leave time due to a rest and relaxation qualifying exigency may not exceed five (5) calendar days. Each instance of leave time due to any additional activity to which the Company and employee agree is a qualifying exigency may not exceed the time agreed to by the Company and employee.

A family and medical care leave may be taken in addition to any leave of absence to which an employee may be entitled on account of a disability resulting from pregnancy disability.

No more than a combined total of twenty-six (26) weeks of family and medical care leave in a 12-month period will be granted to a husband and wife who both work for the Company during which the leave is taken on account of the birth of a child, for placement of a child by adoption or for foster care, to care for a child, spouse or parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness.

If the leave is required due to a planned medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid disruption of the Company's operations.

Use Sick Leave

An employee who takes a family or medical care leave must use accrued sick pay.

An employee who takes a family or medical care leave on account of his or her own serious medical condition must use accrued sick leave pay.

If an employee is receiving benefits from a disability leave plan, such as Paid Family Leave, state disability, or a disability benefit offered by the employer (such as Aflac or a long-term disability plan), the Company will not require an employee taking a FMLA leave to use his/her sick time; however, the employee may use sick time to supplement the employee's disability benefits if : (1) the employee requests the use of the paid leave; and (2) the disability leave plan does not provide the employee with complete wage replacement (e.g. if the plan only pays the employee 2/3 of his/her wages).

Intermittent Leave

If the leave is due to a serious health condition in the employee's family or the employee's own health problems, it will, upon request, be granted to an employee on an intermittent basis. If the employee has requested intermittent leave, the Company may temporarily transfer the employee to another position which better accommodates recurring periods of leave, provided that the employee is qualified for the other position and that the employee continues to receive equivalent pay and benefits.

Request for Leave

No leave will be granted to an employee unless he or she submits a written request for a family and medical care leave stating the beginning date and length of such leave. If the employee's need for family or medical care leave is foreseeable, the employee must provide the Company with reasonable advance notice of the need for the leave. Written updates may be required from time to time thereafter. Failure to comply with these requirements is grounds for denial of a family or medical care leave.

Where the leave is requested to enable the employee to care for a seriously ill child, spouse or parent, or because of the employee's own serious health condition, the employee must furnish a doctor's written certification, on a form provided by the Company, including the date the serious health condition commenced, and an estimate of the probable duration of the condition. For leave to enable the employee to care for a seriously ill child, spouse or parent, the written certification must also contain an estimate of the amount of time that the doctor believes the employee needs to care for the family member, and a statement that the serious health condition warrants participation of a family member to provide care during a period of treatment or supervision.

For leave because of the employee's own serious health condition, the written certification must also indicate if the employee is unable to perform work of any kind or is unable to perform the essential functions of the employee's job as set forth in the employee's written job description.

For leave because of a qualifying exigency, the first time that the employee requests such leave, the Company may request that the employee provide a copy of the covered military member's active duty orders or other documents issued by the military which indicate that the military member is on active duty or call to active duty status and dates of the active duty service. The Company then may require that the employee provide a signed certification stating, among other things, the need for leave, the approximate date for commencing the leave, the frequency and duration requested, and the contact information for third parties involved. If the qualifying exigency involves a third person, without the employee's permission, the Company may contact the third person to verify the employee's meeting or appointment with the third party. Without prior employee permission, the Company also may contact the Department of Defense to verify the military member's active duty.

For leave to care for a servicemember with a serious injury or illness, the Company may require the employee to provide certification from the servicemember's health care provider. This certification may request the health care provider to provide, among other things, the name,

address and contact information of the health care provider, their medical practice type, their specialty, whether the servicemember's injury or illness was incurred in the line of active duty, approximate date and probable duration of the condition, medical facts sufficient to ascertain the need for the leave and information about intermittent or reduced schedule treatment. The Company also can request information from the employee or servicemember to ascertain the need for the leave and its duration. The Company will not ask for the underlying diagnosis unless the employee has exhausted his/her right to leave (if any) under the California Family Rights Act. The Company may accept International Travel Orders or Invitational Travel Authorizations in lieu of the Company's certification form. The Company will not request second or third medical opinions or recertification when leave is requested for a servicemember's serious injury or illness.

Second Medical Opinion

Prior to granting a leave because of an employee's own serious health condition, the Company may request a second medical opinion to be rendered by a doctor of its choice. If the opinions of the employee's and the Company's doctors differ, the Company may require a final and binding opinion from a third doctor, jointly approved by the Company and the employee.

Compensation and Benefits

Family and medical care leave is without pay. The Company will, however, continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave for a maximum of twelve (12) weeks in any 12-month period or if the leave is for a servicemember's illness or injury, for a maximum of twenty-six (26) weeks in any 12-month period. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave.

Return from Leave

Where family and medical care leave has been taken by an employee on account of the employee's own serious health condition, before the employee returns to work, the employee must provide the Company with a written doctor's certification that the employee is able to resume work. The Company reserves the right to require a physical examination by a doctor of its choice to determine if the employee is able to perform the essential functions of the employee's job as set forth in the employee's written job description.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

Industrial Medical Leave

An employee shall be granted a leave of absence due to industrial (work-related) illness or injury.

Request for Leave

An employee must submit a written request for an industrial medical leave of absence, and, in addition, furnish a doctor's written certification stating the cause, beginning date and length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of an industrial medical leave of absence.

Length of Leave

An industrial medical leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not extend beyond the time that the employee is deemed "permanent and stationary."

Use of Sick Leave

An employee who takes a leave for industrial illness or injury must use accrued sick leave pay.

Compensation and Benefits

Leaves of absence for industrial illness or injury are without pay from the Company, but the employee may be entitled to disability payments under the Company's Workers' Compensation insurance policy.

Return from Leave

An employee returning from an industrial medical leave of absence must furnish a doctor's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to the same position held prior to the leave of absence. If this position is not available, a comparable position will be offered.

Military Leave

An employee who enters the armed forces of the United States will be granted a military leave in accordance with federal laws.

Request for Leave

An employee must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

Length of Leave

The Company will grant up to a total of five (5) years for an employee's military leave of absence, which includes the cumulative length of all absences from employment due to military service.

Compensation and Benefits

Military leaves of absence are without pay from the Company.

Return from Leave

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

National Guard Service

An employee who is a member of the National Guard or a reserve component of the armed forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two (2) weeks a year, plus reasonable travel time.

Military Spouse Leave

Any employee who works an average of twenty (20) or more hours per week is eligible for military spouse leave. Eligible employees who are the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves may take up to ten (10) days of unpaid time off while the military spouse is on leave from active duty during a period of military conflict.

An employee desiring to take this leave must provide the Company with written notice of intent to take time off within two (2) business days of the employee's receipt of notice that the military spouse will be on leave. The notice must indicate the days that the employee desires to take off and must attach written documentation certifying that:

- The military spouse is deployed in an area the President of the United States has designated a combat zone or combat theater; and
- That the military spouse will be on leave during the time that the employee is requesting to take off work.

The Company will not discriminate against or retaliate against an employee who takes this leave or requests to take this leave. This leave is in addition to and does not affect any other types of leave which the employee is allowed.

Civil Air Patrol Leave

An employee who is a volunteer member of the California Wing of the civilian auxiliary of the United States Air Force shall be allowed no fewer than ten (10) days per year of unpaid Civil Air Patrol leave for responding to emergency operational missions consistent with the provisions of the Civil Air Patrol Employment Protection Act.

Personal Leave

An employee may, at the sole discretion of the Company, be granted a personal leave of absence.

Request for Leave

An employee must submit a written request for a personal leave of absence. If the leave is requested as the result of an employee's non-industrially related injury or illness, the employee must also furnish a doctor's written certification stating the cause, beginning date and length of such leave.

Length of Leave

A personal leave of absence shall be for a reasonable period of time, not to exceed thirty (30) days.

Compensation

Personal leaves of absence are without pay from the Company.

Use of Vacation and Sick Leave

If the leave of absence is the result of a non-industrially related injury or illness, the employee must also use accrued sick leave pay.

Return from Leave

An employee returning from a personal leave of absence resulting from a non-industrial injury or illness must furnish a doctor's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation.

Upon return from a personal leave of absence, the Company will use its best effort to return the employee to a position that is the same or similar to that previously held.

Alcohol And Drug Rehabilitation Leave

The Company wishes to assist employees who recognize that they have a problem with alcohol or drug use that may interfere with their ability to perform their job in a satisfactory manner.

If you have a problem with alcohol or drugs and decide to enroll voluntarily in a rehabilitation program, you will be given unpaid time off to participate in the program unless it would result in an undue hardship to the Company. If you request time off to participate in such a program, the Company will also make reasonable efforts to keep confidential the fact that you have done so.

You must use accrued sick leave while on leave. However, additional benefits will not be earned during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves.

No action will be taken against any employee in any manner for requesting or taking any leave of absence provided for in this Section of the Handbook. However, the Company will not continue to employ any person whose performance of essential job functions is impaired by drug or alcohol use. Nor will the Company re-employ any person who has participated in alcohol and drug rehabilitation if the person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek rehabilitation, but fail to successfully overcome their dependency will not be given a second opportunity to seek treatment.

This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the Company's drug and alcohol policy. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Leave Of Absence For Emergency Service

The Company will give time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, or to receive training for any of these services.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

Leave Of Absence For Emergency Service For Fire or Law Enforcement Training

An employee who is a volunteer firefighter will be granted leaves of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in fire or law enforcement training. If you need time off on account of such training, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made.

Time off to serve or train as a volunteer firefighter is unpaid, however, you may choose to use accrued vacation during this time off.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

Bereavement Leave

If you suffer a death in your immediate family, the Company will provide you with time off, without pay so that you can attend the funeral and see to other arrangements. For the purposes of this policy, immediate family includes your spouse, parents, siblings, children, domestic partner, etc.

Jury Duty

Any employee wishing to serve on jury duty may do so.

You should bring any juror's questionnaire to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made.

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

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

If desired, you can use any available vacation time while serving on a jury. You may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

Judicial Leaves

Court Appearance

An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order.

If you need time off to appear as a witness, you should bring the subpoena or court order to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made.

While taking time off to appear as a witness, you are expected to report for work whenever the court schedule permits. Time off to appear as a witness is unpaid. You may also keep any appearance, witness, or mileage fees paid by the court.

Domestic Violence, Sexual Assault and Stalking Victims

An employee who is a victim of domestic violence, sexual assault or stalking may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child.

You may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (3) to obtain psychological counseling related to an experience of domestic violence or sexual assault; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking.

If you need time off on account of domestic violence, sexual assault or stalking, you should notify your supervisor as soon as possible so that arrangements to accommodate your absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for your absence upon your return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence or sexual assault. You should also advise us if you need reasonable accommodation, such as a modified schedule, change of work number or increased security measures if you are concerned for your safety at work.

Time off on account of domestic violence, sexual assault or stalking is unpaid.

Victims of Crime

An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or step parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime. The Company will not discriminate or retaliate against you in any way for your appearance at any proceeding where you or someone else is a victim of a crime.

If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

Voting Time

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

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

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

Separation From Employment

Resignation

If you find it necessary to resign your employment with the Company, you are asked to give at least two (2) weeks advance notice to your supervisor, in writing, specifying your last day of work.

Circumstances may exist where the Company will exercise its right to immediately accept an employee's resignation and to accelerate the final date of employment. The Company reserves its right to accept a resignation and recognize an employee's termination date as any date it chooses between the date the resignation is submitted and the date designated by the employee as the last day of employment.

Exit Interview

The Company will schedule an exit interview with each employee who leaves the Company, regardless of the reason. This interview allows an employee to communicate his or her views on their work with the Company. It also provides the employee an opportunity to discuss issues concerning insurance and other benefits. At the time of the exit interview, an employee is expected to return all Company-provided equipment and tools. Arrangements for clearing any outstanding debts that the employee might owe the Company and for the employee to receive his or her final paycheck are also made at this time.

Severance Pay

The Company does not, as a matter of course, provide severance pay to employees who terminate employment, either voluntarily or otherwise.

Employee Driver Insurance Requirements

Vehicle Insurance - The Employee, at their expense, shall carry and keep in full force and effect for the duration of employment, Auto Liability insurance covering Bodily injury and Property Damage, with a limit of liability for bodily injury not less than \$15,000 per person, \$30,000 per accident and \$5,000 for Property Damage. The Employee shall provide Universal Courier, Ltd. with a policy declarations page or Certificate of insurance as evidence of such insurance. If the scope of this Agreement involves more than one vehicle, coverage must apply to all other owned, hired and non-owned vehicles. Each such insurance policy shall require the Insurer to provide Universal Courier, Ltd. with thirty (30) days written notice of any changes in coverage, expiration, termination or cancellation of such insurance. Employee shall immediately notify Universal Courier, Ltd. of any changes in coverage, expiration, termination or cancellation of such insurance. Failure to carry the required insurance will lead to immediate suspension from work until the required insurance is provided, or termination.

Indemnity.

Employee will hold harmless, defend and indemnify Universal Courier, Ltd. and its customers, their respective partners, subsidiaries and affiliates, their agents, and their respective officers, directors and employees (herein collectively called "Indemnitees") from and against any and all claims, liabilities (including, but not limited to, statutory liabilities), losses liens and costs and expenses (including, but not limited to, reasonable attorney's fees and disbursements) arising out of or incurred in connection with any and all claims, demands, suits, actions and/or proceedings which shall be made or brought against any of the Indemnities for or in relation to any injury to, or death of, any person or persons (including, but not limited to, officers, directors, and employees of any of the Indemnitees or of Employee), or any damage to or loss of use (theft) of property including, but not limited to, property of any of the Indemnitees) or otherwise, arising out of or in connection with the performance of the Services and which shall be due to or the result of any act, omission, negligence, carelessness or unlawful conduct on the part of Employee.

Non-Harassment Policy

Harassment in employment, including sexual, racial and ethnic harassment, because of race, color, religion, sex or gender, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information as well as any other harassment forbidden by law, is strictly prohibited by the Company. Employees who violate this policy are subject to discipline, including possible termination.

- “Gender Expression” means a person’s gender-related appearance or behavior, whether or not stereotypically associated with the person’s sex at birth.
- “Gender identity” means a person’s identification as male, female, a gender different from the person’s sex at birth, or transgender.
- “Sex” includes, but is not limited to, pregnancy; childbirth, medical conditions related to pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender identity; and gender expression.
- “Transgender” is a general term referring to a person whose gender identity differs from the person’s sex at birth. A transgender person may or may not have a gender expression different from social expectations of the sex assigned at birth. A transgender person may or may not identify as “trans sexual.”
- Forms of prohibited harassment include, but are not limited to:
- Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.

In addition, sexual harassment is defined by the regulations of the Fair Employment and Housing Commission as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;

- Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual, racial or other prohibited nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, emails, texts, notes or invitations;
- Physical conduct, including touching, assault, impeding or blocking movements; and
- Using nicknames or terms of endearment with a racial, sexual or other prohibited connotation.

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. Conduct need not be motivated by sexual desire to be considered sexual harassment.

Managers and supervisors are prohibited from providing favorable treatment to employees with whom they are involved in a consensual sexual relationship. Employees may also be personally liable for their own harassment.

Complaint and Investigation Procedure

Regardless of whether the action occurred on or off Company premises, if you believe that you have been discriminated against or you have been harassed by a co-worker, supervisor, agent, vendor or customer or other third parties or visitors; have witnessed possible discrimination and/or harassment; or if you believe that the Company or another employee has violated any applicable law in the conduct of the Company's business, you have a duty to immediately bring the incident(s) to the attention of the general manager. If you do not feel that the matter can be discussed with your supervisor, you should contact an Officer of the Company and arrange for a meeting. Any supervisory or managerial employee who receives such a complaint must promptly report it to the general manager. If you do not feel comfortable going to the general manager, you may also report your complaint of harassment to Management (CEO).

The description of the incident(s) can be given verbally or in writing.

The matter will be thoroughly investigated, with confidentiality maintained to the extent possible. We will track and document all steps in the investigation process. After reviewing the evidence, a determination will be made concerning whether reasonable grounds exist to

believe that discrimination, harassment and/or a violation of law has occurred. It is the obligation of all employees to cooperate fully in the investigation process. The persons involved will be advised of the determination if appropriate.

The Company will take action to deter any future discrimination, harassment and/or violation of law. The Company considers any discrimination, harassment, and/or violation of law to be a serious offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing discrimination, harassment and/or a violation of law to the attention of management.

The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about discrimination, harassment and/or a violation of law from any coercion, intimidation, or retaliation due to their reporting an incident or participating in an investigation or proceeding concerning such an incident. The Company will provide appropriate options for remedial actions and resolution when warranted, and will provide a prompt response to any complaint.

If any employee believes that the above procedure has not resolved a complaint of discrimination or harassment, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (800) 884-1684 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one (1) year of the date that the discrimination and/or harassment occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. In the event that the DFEH is unable to obtain voluntary resolution and finds that discrimination and/or harassment has occurred, the Fair Employment and Housing Commission (FEHC) may hold a hearing and award reinstatement, back pay and monetary damages.

No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the DFEH or the FEHC with respect to discrimination or harassment.

This is to acknowledge that I have received a copy of the Non-Harassment Policy.

Dated: _____

EMPLOYEE SIGNATURE

PRINT NAME

Política Contra El Acoso

El Acoso en el empleo, incluyendo el acoso o hostigamiento sexual, racial, y étnico, debido a raza, color, religión, sexo o género, orientación sexual, identidad de género o expresión, embarazo, estado civil, origen nacional, ciudadanía, estatus militar y de veterano, linaje, edad (40 o más), discapacidad física o mental (un impedimento que limita una actividad importante de la vida), condición médica (relacionada con el cáncer o característica genética), información genética, así como cualquier otro acoso o hostigamiento prohibido por la ley, está estrictamente prohibido por la Compañía. Empleados que violan esta política están sujetos a la disciplina, incluyendo la posible terminación.

- "Expresión de género" se refiere a la apariencia o comportamiento relacionado con el sexo de una persona, sea o no el estereotipo asociado con el sexo de la persona al nacer.
- "Identidad de género" se refiere a la identificación de una persona como masculina, femenina, un género diferente del sexo de la persona al nacer, o transgénero.
- "Sexo" incluye, pero no se limita a, el embarazo; parto; condiciones médicas relacionadas con el embarazo, el parto o la lactancia; identidad de género; y la expresión de género.
- "Transgénero " es un término general que se refiere a una persona de quien su identidad de género difiere del sexo de la persona al nacer. Una persona transexual puede o no puede tener una expresión de género diferente de las expectativas sociales del sexo asignado al nacer. Una persona transexual puede o no puede identificar como " trans sexual".

Las formas de acoso prohibidas incluyen, pero no se limitan a:

- Conducta visual, incluyendo la visualización de objetos despectivos o imágenes, dibujos animados, o carteles; o
- Conducta verbal, incluyendo el hacer o el uso de comentarios despectivos, epítetos, insultos y chistes.

Además, el acoso sexual es definido por las normas de la Comisión de Empleo y Vivienda Justa (Fair Employment and Housing Commision) como avances sexuales no deseados, o conducta visual, verbal, o física de naturaleza sexual. El acoso sexual incluye el acoso de género y el acoso por motivos de embarazo, parto, o condiciones médicas relacionadas, y también incluye el acoso sexual de un empleado del mismo sexo que el acosador. Esto incluye, pero no se limita a, los siguientes tipos de comportamiento ofensivo:

- Avances sexuales no deseados;
- Ofrecer beneficios de empleo a cambio de favores sexuales;

- Hacer o amenazar represalias después de una respuesta negativa a avances sexuales;
- Conducta visual, incluyendo miradas lascivas, gestos sexuales, visualización de objetos o imágenes sexualmente sugestivos, dibujos o carteles;
- Conducta verbal, incluyendo la fabricación o uso de comentarios despectivos, epítetos, insultos y chistes;
- Avances o proposiciones sexuales en forma verbal;
- Abuso verbal de naturaleza sexual, racial, o de otra naturaleza prohibida, comentarios verbales gráficos sobre el cuerpo de un individuo, palabras sexualmente degradantes usadas para describir a un individuo, cartas, correos electrónicos, textos, notas, o invitaciones sugestivas u obscenas;
- Conducta física, incluyendo el tocar, asalto, impedir o bloquear movimientos; y
- Uso de apodosos o expresiones de cariño con una connotación racial, sexual o de otra connotación prohibida.

Ejemplos de acoso sexual incluyen (a) un empleado que es despedido o se le niega un trabajo o un beneficio de empleo porque el empleado se negó a conceder favores sexuales o porque él o ella se quejó del acoso; (b) un empleado que razonablemente deja su trabajo para escapar de acoso; o (c) un empleado está expuesto a un ambiente de trabajo hostil. Conducta no necesita estar motivada por el deseo sexual para ser considerado acoso sexual.

Los gerentes y supervisores son prohibidos ofrecer tratamiento favorable a los empleados con quienes están involucrados en una relación sexual consensual. Los empleados también pueden ser personalmente responsables por su propio acoso.

Procedimiento de Quejas e Investigación

Independientemente si la acción ocurrió dentro o fuera de la Compañía, si usted cree que ha sido discriminado o que ha sido acosado por un compañero de trabajo, supervisor, agente, proveedor o cliente u otros terceros o visitantes; han sido testigos de posible discriminación o acoso; o si cree que la Compañía u otro empleado ha violado cualquier ley aplicable en la realización de negocios de la Compañía, tiene la obligación de reportar inmediatamente el/los incidente(s) a la atención de el gerente. Si usted no se siente que el asunto puede ser discutido con su gerente, debe comunicarse con un funcionario de la Compañía y organizar una reunión. Cualquier supervisor o gerente que recibe una queja de este tipo debe informar de inmediato a el gerente. Si usted no se siente cómodo comunicarse con el gerente, también puede reportar su queja de acoso a Management (CEO).

La descripción del incidente(s) puede ser verbal o por escrito.

El asunto será investigado a minuciosamente, con confidencialidad manteniendo a la medida posible. Haremos el seguimiento y documentaremos todos los pasos en el proceso de investigación. Después de analizar las pruebas, se hará una determinación sobre si existen motivos razonables para creer que ocurrió discriminación, acoso y/o violación de la ley. Es obligación de todos los empleados de cooperar plenamente en el proceso de investigación. Se les informará a las personas involucradas la determinación si es apropiado.

La Compañía tomará medidas para impedir discriminación, acoso y/o violación de la ley futura. La Compañía considera cualquier tipo de discriminación, acoso y/o violación de la ley un delito grave que puede resultar en una acción disciplinaria par el agresor, hasta e incluyendo el despido. Además, se tomarán medidas disciplinarias contra cualquier empleado que intenta desalentar o prevenir otro empleado de reportar discriminación, acoso y/o una violación de la ley a la atención de la administración de la Compañía.

La compañía quiere asegurar a todos sus empleados que tomará medidas para proteger a quienes se quejan de discriminación, acoso y/o una violación de la ley de cualquier coerción, intimidación o represalias debido a reportar un incidente o participar en una investigación o procedimiento relacionado a un incidente de este tipo. La Compañía proveerá opciones adecuadas para las acciones correctivas y resolución cuando sea necesario, y proveerá una respuesta rápida a cualquier queja.

Si un empleado cree que el procedimiento anterior no resolvió una queja de discriminación o acoso, el empleado puede comunicarse con el Departamento de Empleo y Vivienda Justa (Department of Fair Employment and Housing, o "DFEH") de California al (800) 884-1684 para determinar la ubicación de la rama de la DFEH que es más cercana al empleado para archivar un reclamo dentro de un (1) año de la fecha en que se produjo la discriminación y/o acoso. El DFEH sirve como un neutral de los hechos e intentará ayudar a las partes para resolver voluntariamente su disputa. En el caso de que el DFEH es incapaz de obtener una resolución voluntaria y estima que la discriminación y/o acoso ha ocurrido, la Comisión de Empleo y Vivienda Justa (Fair Employment and Housing Commission, o "FEHC") podrá dar una audiencia y adjudicar reincorporación, el pago retroactivo y daños monetarios.

No se tomarán medidas contra cualquier empleado de cualquier manera por presentar una queja con, o de otra manera participar en una investigación, procedimiento o audiencia llevada a cabo por el DFEH o la FEHC con respecto a la discriminación o acoso.

Lo siguiente es para reconocer que he recibido una copia de la Política Contra El Acoso.

Fecha: _____

FIRMA DEL EMPLEADO

NOMBRE

Receipt And Acknowledgment

This is to acknowledge that I have received a copy of the Universal Courier Employee Handbook. This Handbook sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities and obligations of my employment with the Company. I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the Handbook. I further understand and agree that I am bound by the provisions of the Handbook, particularly the provision relating to the mandatory, binding arbitration of any employment-related dispute. I understand that by agreeing to arbitration, I am waiving the right to a trial by jury of the matters covered by the "Arbitration" provisions of the Handbook. I understand that if I have any question about any portion of this Handbook, I may direct those questions to Human Resources including the arbitration policy.

WHETHER OR NOT I HAVE SIGNED A SEPARATE AGREEMENT TO ARBITRATE, I UNDERSTAND THAT MY EMPLOYMENT WITH THE COMPANY IS SUBJECT TO BINDING ARBITRATION, WHICH IS SET FORTH IN THE "ARBITRATION" SECTION OF THE HANDBOOK. THIS AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF ANY RIGHT THAT THE COMPANY OR I MAY HAVE TO BRING AND PURSUE ANY CLAIM IN A COURT OF LAW WITH A TRIAL BY JUDGE OR JURY. I UNDERSTAND AND ACKNOWLEDGE THAT THE AGREEMENT TO ARBITRATE CONTAINS A WAIVER OF MY ABILITY TO ACT AS A CLASS REPRESENTATIVE IN ANY CLASS ACTION PROCEEDING OR TO PARTICIPATE IN ANY CLASS PROCEEDING AS A MEMBER OF A CLASS. ARBITRATION PROVIDED FOR UNDER THIS AGREEMENT IS THE EXCLUSIVE METHOD TO RESOLVE ANY DISPUTES OR CONTROVERSIES THAT THE COMPANY OR I MAY HAVE, WHETHER OR NOT ARISING OUT OF MY EMPLOYMENT OR TERMINATION OF THAT EMPLOYMENT WITH THE COMPANY.

I understand the Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook, as it deems appropriate from time to time in its sole and absolute discretion except where prohibited by law. I further understand that my employment is at will and no manager, supervisor, or other employee of the Company, other than the CEO, can enter into an agreement for continued or indefinite employment or employment for a specific term, position, or rate of pay, and that any such agreement must be in writing.

My signature below certifies that I understand that the foregoing agreement on at will status is the sole and entire agreement between the Company and me concerning the duration of employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with the Company.

Dated: _____

EMPLOYEE SIGNATURE