

THE FIRE SOCIETY, LLC

EMPLOYEE HANDBOOK

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Purpose of This Employee Handbook

This handbook is designed to acquaint you with The Fire Society, LLC (the “Company” and “TFS”) and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. The Company retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of “employment contract.”

As provided in the Employee Acknowledgment and Agreement, employment at the Company is at-will and may be terminated by either the Company or the employee, with or without cause or prior notice. This handbook supersedes any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” employee may not be changed except in writing signed by the Chief Executive Officer of the Company.

Let's Communicate

Employee Relations Philosophy

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. We know that the Company's success and reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to look to our employees for ideas about how to improve all areas of our business in areas like guest service, safety, efficiency, and employee relations.

If You Have a Question

We encourage you to discuss any questions or concerns regarding this handbook or any work-related issues with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the Human Resources Manager. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the Chief Operating Officer.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

The Company takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible. You are encouraged to utilize this procedure without fear of retaliation.

What You Can Expect From Us

Equal Employment Opportunity Policy

NOTE: SAN FRANCISCO HAS ADDITIONAL REQUIREMENTS REGARDING EQUAL EMPLOYMENT OPPORTUNITY. PLEASE REFER TO THE SAN FRANCISCO ADDENDUM.

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including pregnancy, childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, reproductive health decision-making, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Reasonable Accommodations

The Company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees' sincerely held religious beliefs and practices. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' sincerely held religious beliefs and practices, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of the individual or to others in the workplace.

If you require an accommodation to perform the essential functions of your job and/or for your sincerely held religious beliefs or practices, please notify the Human Resources Manager. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. No particular accommodation requested by an employee is guaranteed, nor is an employee necessarily entitled to any specific accommodation that he or she may want or prefer.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources Manager. You are encouraged to utilize this procedure without fear of retaliation.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including

braids, locks, and twists), ethnicity, religion, color, sex (including pregnancy, childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, reproductive health decision-making, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, age, protected medical condition, genetic information, disability, or any other category protected by applicable federal, state or municipal law.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all guests, vendors and independent contractors as well as to all unpaid interns and volunteers (all of whom are designated for the terms of this policy as "Business Associates"). The Company prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its Business Associates from harassing our employees, unpaid interns and volunteers.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their sincerely held religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately report it to your manager or supervisor or to the Human Resources Manager as follows:

- **External Human Resources Department**
 - Please contact Internal HR Department (see below) if you would like the contact information for an external HR Department.

- **Internal Human Resources Department**
 - **Contact:** Chief Operations Officer or Business Operations Manager
 - **Location:** Business Office of The Fire Society at 2565 3rd Street Suite 313, San Francisco, CA 94107
 - **Telephone:** 415-282-2600 x 1001
 - **Email:** By e-mail, at humanresources@foxtailcatering.com

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to the Human Resources Manager.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. **Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

Timekeeping and Payroll Practices

Employee Classification

Full-Time Employees

Full-time employees are only those that have been designated as full time by the Company and are normally scheduled to work at least thirty (30) hours per week by the company in its sole discretion. “Full-time” is a general employee classification used by the Company for a variety of purposes. Employees not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

Regular Part-Time Employees

As determined by the Company in its sole discretion, regular part-time employees are those who have been designated as such by the company and are regularly scheduled or expected to work at least 16 hours per week, but no more than 29 hours per week, for the Company. Regular part-time employees are assigned an ongoing and consistent schedule with a set number of hours per week or a set of duties that they are required to perform / complete on a weekly basis.

Variable Hour Employees

As determined by the Company in its sole discretion, variable hour employees are those who are hired onto the Company roster without any specific, regularly recurring schedule or assignment. Variable hour employees are not required or expected to work any specific minimum number of shifts and are not guaranteed any specific minimum number of shifts or hours. Rather, Variable Hour employees are offered individual shifts, on an ongoing basis, according to business requirements, and they accept shifts according to their individual availability and desire to do so.

Temporary Employees

Temporary employees are those employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. These positions are not intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for Company benefits, and temporary employees remain employed at-will at all times.

Non-Exempt Employees

Non-exempt employees include all employees who are paid on an hourly basis and who are covered by the overtime provisions of the Fair Labor Standards Act and California state law. Non-exempt employees receive premium wages at one and a half times their regular rate of pay for overtime hours worked exceeding eight (8) hours in a day and/or 40 hours in a workweek, and for the first eight hours of the seventh consecutive day of work in a workweek. Non-exempt employees also receive premium wages at two times their regular rate of pay for hours worked exceeding twelve (12) in a day and for hours worked over eight (8) hours on the seventh consecutive day of work in a workweek. The Company provides non-exempt employees meal and rest periods in accordance with California law.

Exempt Employees

Exempt employees include all employees who are paid on a salary basis and who are classified by the Company as exempt from the overtime provisions of the Fair Labor Standards Act and California state law. Exempt employees are paid a fixed salary that covers all hours worked and are not eligible for additional overtime pay.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Business Operations Officer or the applicable benefit plan document.

Your Pay

The Company has two pay periods each month. The first pay period runs from the 1st of the month to the 15th of the month, and is paid out on the 26th of that month. The second pay period runs from the 16th of the month to the last day of the month (could be the 28th, 29th, 30th, or 31st), and is paid out on the 10th of the following month. If a pay date falls on a weekend or holiday, it shall be moved to the preceding business day.

The Company makes “direct deposit” of paychecks available to all employees on a voluntary basis and encourages employees to enroll in this program. This allows employees to have their paychecks electronically transferred into their bank accounts. Employees may enroll in direct deposit by logging into their company payroll account through Paycom.

Employees who are enrolled in direct deposit will be able to access and print their earnings statements each pay date by logging into Paycom Employee Self Service. Paper paychecks are mailed out at the end of the business day on each pay date. It is each employee’s responsibility to keep the company informed of their current address and personal information.

If you would like a printed copy of your earnings statement at any time free of expense, you may contact the office by emailing payroll@foxtailcatering.com and we will happily print you a copy for your records. Additionally, if you would like to access and print your own earnings statements on our office printer free of expense, you may contact the office to set up a time to use a company computer and printer. If you would like to arrange to use our computer, please email brynn@foxtailcatering.com.

You must take all reasonable steps to assure the accuracy of your paycheck. In the unlikely event that there is an error in your amount of pay or deductions, please bring the discrepancy to the attention of the Business Operations Manager as soon as possible. After errors are researched and identified, they will be corrected in the next regular paycheck.

Timekeeping Procedures

Our workweek starts on Monday at 12:00 midnight and runs through Sunday at 11:59 p.m.

Unless otherwise notified, you are responsible for accurately recording your working hours and meal periods in a timely manner. Upon hiring, you will be shown how to record your hours, and it is your responsibility after that to maintain a log of correct hours in order to ensure accurate payment for all hours worked. Accurately recording your time, including the start and end times of your unpaid meal period(s), is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

Working “off the clock” is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not “on the clock,” you must notify the Human Resources Manager immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is authorized, all time spent working must be reported on the employee’s time record.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor *before* working overtime or hours beyond your regular work schedule. Employees who work overtime or off-schedule hours without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your time records must be submitted in writing to the Payroll. Under no circumstances may any employee record another employee’s time. The falsification or manipulation of time records to indicate work or break times that is not accurate will result in disciplinary action, up to and including termination of employment.

Overtime and Work Schedule

The Company may periodically schedule overtime work to meet business needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor’s approval may result in disciplinary action, up to and including termination.

Your supervisor or the Staffing Manager will inform you of the hours you are to work. Due to changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor or the Staffing Manager. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Company.

Meal Periods

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 5th hour of work (i.e., 5.0 hours on the clock), and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work (i.e., 10.0 hours on the clock), should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Human Resources Manager, employees must accurately record the beginning and ending times of their meal period(s) every work day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. You may leave the premises for your meal period if you so desire. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any employee perform off-the-clock work during meal periods or otherwise alter, falsify, or manipulate any

aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal or rest period to the Human Resources Manager. The Company strictly prohibits retaliation against any employee who reports violations of the Company's meal and rest period policies.

Waiver of Meal Period. You may waive your meal period only under the following circumstances:

- If you will complete your workday in six (6) hours or less, you may waive your meal period as approved by your supervisor.
- If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day, and only upon the approval of your supervisor. You may not waive your meal periods to shorten your workday.

On-Duty Meal Period. In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the Company have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more meal periods or if the Company has not otherwise provided them with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or if an employee, for personal reasons, voluntarily chooses to deviate from the Company's schedules or policies providing meal periods as required by law.

Rest Periods

The Company provides non-exempt employees with the opportunity to take a net ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. You may leave the premises for your rest period if you so desire. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3

More than 14 hours	Continue under the above schedule
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The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or the Company’s timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by an employee without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more rest periods or when they are not otherwise provided an opportunity by the Company to take one or more rest periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The Company strictly prohibits retaliation against any employee who reports violations of the Company’s rest period policy. The one-hour premium will not apply in situations where an employee, for personal reasons, voluntarily chooses not to take a rest period or to deviate from the Company’s schedules or policies providing rest breaks as required by law.

Recovery Periods

The Company provides employees working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. In high-heat situations when employees are working in conditions equaling or exceeding 95 degrees Fahrenheit, the Company requires employees to take a minimum of ten (10) minutes of net preventive cool-down time every two (2) hours.

Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked. You are not required to record your cool-down periods.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized to instruct you to waive or skip a cool-down period. You should immediately report a manager’s or supervisor’s instruction to skip, shorten, or work during a cool-down period to the Human Resources Manager.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more

recovery periods or if the Company has not otherwise provided them with an opportunity to take one or more recovery periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where an employee, for personal reasons, voluntarily chooses not to take a discretionary recovery period or to deviate from the Company's schedules or policies providing discretionary recovery periods as required by law.

Lactation Accommodations

NOTE: SAN FRANCISCO HAS ADDITIONAL REQUIREMENTS REGARDING LACATION ACCOMODATIONS. PLEASE REFER TO THE SAN FRANCISCO ADDENDUM.

You have the right to request, and the Company will provide, accommodations required for employees to express breast milk as necessary. Employees should notify their immediate supervisor or the Business Operations Manager to request accommodations to express breast milk under this policy. The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid. The Company additionally will provide employees needing to express breast milk with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the employee's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and has the other elements described above.

Employees have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.

Natural Disasters and Business Interruption

In the event of a natural disaster, which precludes an employee from being able to travel safely to work, or which causes the Company to suspend business operations either temporarily or permanently, the Company will not compensate employees for time not worked. In the case of a long-term business interruption, employees may be eligible for state unemployment insurance.

Company Benefits

The Fire Society, LLC's benefits are based on employee classifications. Please contact the Business Operations Manager for additional information on benefits that pertain to your classifications. The Fire Society, LLC reserves the right to terminate or modify these plans at any time for any reason in its sole and absolute discretion.

Paid Sick Leave

NOTE: SAN FRANCISCO HAS ADDITIONAL SICK LEAVE REQUIREMENTS. PLEASE REFER TO THE SAN FRANCISCO ADDENDUM.

The Company provides paid sick leave to employees who have worked thirty (30) or more days in California within a year of their employment with the Company. The sick leave year runs from anniversary to anniversary. Eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual cap of eighty (80) hours or ten (10) days, whichever is greater, of paid sick leave per year. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of forty (40) hours or five (5) days of paid sick leave per year. Employees may not use accrued paid sick leave in increments of less than two (2) hours. Unused sick leave will carry over to the next year, up to a maximum of eighty (80) hours or ten (10) days of accrued paid sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, sibling or designated person. The "designated person" may be identified by the employee at the time they request leave. An employee is limited to one (1) designated person per 12-month period. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Sick leave under this policy is paid to non-exempt employees at their regular rate of pay and to exempt employees at their equivalent hourly rate based on their salary level. Consult the Business Operations Manager for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

The Company will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Business Operations Manager.

Commuter Benefits

In accordance with local law, the Company offers a commuter benefit program which allows employees who work 40 hours or more per month to set aside pre-tax funds to pay for qualified Mass Transit and/or Parking expenses associated with their commute to work. Qualified Mass Transit expenses generally consist of Bus, Railway, or Ferry transportation. Qualified Parking expenses generally consist of parking meters, garages and lots near your place of work.

In order to be eligible for the program, you must be a current employee who works at least 40 hours per month. To find out more information about this program or enroll, please contact the Business Operations Manager.

Retirement Benefits

The Company offers a 401k retirement savings plan, the goal of which is to help employees plan and save for their future.

In order to be eligible for this plan, an employee must be 21 years old or over; have been continuously employed at the Company for at least one year; and have worked at least 1000 hours in a prior 12 month period.

Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits. Any additional questions should be forwarded to the Business Operations Manager.

State Mandated Insurance Benefit Programs

State Disability Insurance

The Company is required by law to deduct a certain amount from your pay to provide State Disability Insurance ("SDI"). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department, which administers the SDI program.

Family Temporary Disability Insurance

NOTE: SAN FRANCISCO HAS ADDITIONAL REQUIREMENTS REGARDING PAID PARENTAL LEAVE. PLEASE REFER TO THE SAN FRANCISCO ADDENDUM.

The Company is also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act ("FTDI") in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California's Employment Development Department which allows you to receive compensation for lost wages, for up to eight (8) weeks in a twelve (12) month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, FTDI does not provide you with any entitlement to leave beyond what you are entitled pursuant to Company policy. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify the Company if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the California Employment Development Department. The Employment Development Department ultimately determines whether you are eligible to receive FTDI benefits. You will not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

Workers' Compensation Insurance

The Company pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to employees who experience work-related injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment.

Literacy Assistance

The Company will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Employees who need time off to participate in an adult education program for literacy assistance should inform their supervisor so arrangements can be made to provide unpaid time off or an adjusted work schedule. The Company will make reasonable efforts to safeguard the employee's privacy with respect to such a request. Employees may choose to use any accrued vacation benefit, if applicable and available, in lieu of unpaid leave.

Education Reimbursement Policy

The Company provides eligible employees with up to \$500 per year for continuing education through programs or certifications directly related to their current role. To qualify for reimbursement, employees must successfully complete the course or certification with a passing grade of "C" or better. This benefit is available to full-time and regular part-time employees and becomes effective after an employee has completed six months of continuous employment. Employees should contact Human Resources for more information about this program.

Leaves of Absence

Civic Duties

The Company encourages all employees to accept their civic responsibilities.

Jury Duty: If you receive a jury duty summons, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible.

Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid. Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

Leave for Emergency Rescue Personnel

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel ("Emergency Rescue Personnel") may receive unpaid leave to perform their duties in the case of an emergency. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are a state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that your supervisor is aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Civil Air Patrol Leave

The Company will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave

per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

To be eligible, employees must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may take up to ten (10) days of unpaid leave.

Leave for Victims of Felony Crimes

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide the Company in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide the Company with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

If you are a victim of or are the immediate family member of a person who is deceased as the direct result of domestic violence, sexual assault, stalking, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, you may request to use your accrued sick time to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure your own health, safety, or welfare, or that of your child or children. "Family member" for purposes of this policy includes a child, parent, spouse, sibling, or "equivalent" relationship. You may also receive unpaid leave to: (1) obtain services from a domestic violence shelter or rape crisis center; (2) seek medical attention for injuries caused by domestic violence or sexual assault; (3) obtain psychological counseling for the domestic violence or sexual assault; or (4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, you must provide the Company with advance notice of your need for leave. If advance notice is not possible, you must provide the Company with the following certification upon returning back to work: (1) a police report showing that you were a victim of domestic violence or sexual assault, (2) a court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court, or (3) documentation from a medical

professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence or sexual assault.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, employees who are victims of domestic violence, sexual assault, or stalking are entitled to a reasonable accommodation for the employee's safety while at work. If you require such an accommodation, please notify your supervisor or the Business Operations Manager. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

School Disciplinary Action Leave

Employees who are requested by their child's school to appear at the school in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Employees must provide reasonable advance notice that they have been requested to appear at the school where feasible.

Unpaid Family School Partnership Leave

The Company encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may also take such leave to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

You must personally notify your supervisor and the Business Operations Manager as soon as you learn of the need for a planned use of this leave. You will not be allowed time off if you do not provide your supervisor with adequate notice. The Company may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Organ and Bone Marrow Donors

Employees who have been employed for at least ninety (90) days and who provide written verification to the Company that they are an organ or bone marrow donor are entitled to receive a paid job protected paid leave of absence that may be taken in one or more periods in order to donate. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor leave. The one-year period is

measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months.

Bereavement Leave

Employees are eligible to receive up to five (5) days of unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a family member. For purposes of this policy, "family member" includes the employee's spouse, registered domestic partner, child, stepchild, registered domestic partner's child, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner's parent.

All time off in connection with the death of a family member, as defined above, should be scheduled with your supervisor. Bereavement leave under this policy may be taken intermittently or all at once, but must be completed within three (3) months after the death of the person for whom you are taking leave.

An employee may use any available accrued unused sick or vacation benefit in lieu of this unpaid bereavement leave.

You may be required to provide documentation of the death of the person for whom you are taking leave, such as a death certificate, obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, or religious institution.

Reproductive Loss Leave

Employees who have worked for the Company for at least 30 days are eligible to take up to five (5) days of unpaid leave for a reproductive loss event, defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. In the event an employee experiences multiple reproductive loss events within a 12-month period, the employee may take up to a maximum of 20 days of leave within that period.

Leave under this policy may be taken intermittently or all at once, but must be completed within three (3) months after the reproductive loss event.

An employee may use any available accrued unused sick or vacation benefit in lieu of this unpaid reproductive loss leave.

Pregnancy Disability Leave of Absence

Female employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). "Female employees" includes transgender employees. For the purposes of leave under this policy, "four (4) months" means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

Prior to the start of your pregnancy disability leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to

provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, the Company will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Employees granted leaves for pregnancy will be returned to their same or comparable position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Business Operations Manager of your need for a reasonable accommodation as soon as reasonably possible.

Medical Leave of Absence

Employees who are ineligible for leave under the Family and Medical Leave Act and California Family Rights Act as provided below, or who have exceeded their leave allotment under those laws, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Business Operations Manager prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

Other Employment

The Company prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence, including medical leave, and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

Family and Medical Leave Act

The Family and Medical Leave Act (“FMLA”) provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin; and
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Reasons for Taking Leave

FMLA leave may be taken for the following reasons:

- Birth of an employee’s child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- Placement of a child an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- To care for an immediate family member (employee’s spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
- Because of an employee’s serious health condition that makes the employee unable to perform the functions of the employee’s position (up to twelve (12) weeks).
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details).
- To handle certain qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an (i) overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve

(12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two (2) week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. Intermittent leave is permitted in increments of at least one (1) hour.

Use of Paid Leave

Depending on the purpose of your leave request, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. If the Company does not require you to do so, you may elect to substitute paid leave for FMLA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

The Company will maintain coverage under the Company's group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

Employer Responsibilities

The Company will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well your rights and responsibilities. The Company will also inform you if leave will be designated as FMLA -protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from FMLA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return after FMLA/CFRA Leave

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify the Business Operations Manager. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A "Covered Servicemember" is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a "covered veteran" who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A "covered veteran" is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of "serious injury or illness" for current Servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of Military-Related FMLA Leave, the term "serious injury or illness" means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember's office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially

impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "Covered Servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. "Next of kin" means the nearest blood relative of the Servicemember, other than the Servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a "single twelve (12) month period." The "single twelve (12) month period" begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this "single twelve (12) month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any "single twelve (12) month period."

Within the "single twelve (12) month period" described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or

close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under the order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) of days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence below for more details.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member’s active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member’s call or order to active duty, provided that the Company and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member’s active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee’s relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

California Family Rights Act

The California Family Rights Act (“CFRA”) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may use is twelve (12) weeks within a twelve (12) month period.

In most circumstances, the Company anticipates that CFRA leave will run concurrently with leave under the federal Family and Medical Leave Act (“FMLA”). In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks in a twelve (12) month period. However, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:

- CFRA leave for birth of an employee’s registered domestic partner’s child, including time for bonding with the child.

- CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.
- CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, grandparent, grandchild, sibling, or designated person who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

Employee Eligibility

To be eligible for CFRA leave, you must:

- Have worked for the Company for at least twelve (12) months preceding the date your leave would begin; and
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin.

Reasons for Taking Leave

CFRA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee or an employee's registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- To care for an employee's spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, or designated person who has a serious health condition. (For purposes of this policy, the employee may identify a designated person at the time they request leave. Employees are limited to using CFRA leave to care for one designated person in a 12-month period.)
- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).

- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.

A “child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of age.

A “designated person” means any person related to the employee by blood or whose association with the employee is the equivalent of a family relationship, such as the employee’s unmarried partner or best friend.

A “sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A “qualifying exigency” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent (“military member”) means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from the Human Resources Manager. These exigencies include:

- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member’s active duty status.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken on a “rolling” basis,

starting from the first date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of such birth or placement.

Using Leave

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company's operations. For the birth of or care for a newborn child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

Use of Paid Leave

Depending on the reason for your leave, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If the Company does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

The Company will maintain coverage under the Company's group health plan during your CFRA leave, on the same terms and conditions as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you or your family during your leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

In order to qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least thirty (30) days) if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave, in compliance with the Company's standard call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within fifteen (15) calendar days of the Company's request (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave

of absence and attendance policies. Second or third medical opinions and periodic recertifications may also be required.

- Appropriate documentation, within fifteen (15) days of the Company's request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.
- Periodic reports as required by the Company during the leave regarding your status and intent to return to work.
- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

Employer Responsibilities

The Company will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from CFRA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return after CFRA Leave

If you fail to return to work as scheduled or fail to contact the Company after your CFRA leave expires, you will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify **the Human Resources Manager**. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while

on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

What We Expect of You

This section discusses your responsibilities to The Fire Society, LLC as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

Violation of any of the basic rules below, the policies in this handbook, or any other policy of The Fire Society, LLC or misconduct on your part may lead to disciplinary action, up to and including termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including termination. If you have any questions about, what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment.

Employee Conduct

Absenteeism and Tardiness

You are expected to be at work ready to perform your job duties on time each day. You also are expected to schedule medical appointments or other personal engagements so as to avoid or minimize conflicts with your work schedule to the extent possible. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and creates a burden for co-workers. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor or the Staffing Manager as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor or the Staffing Manager as soon as possible or practicable. Leaving a message, voice mail, or sending an email or text message does not qualify as *personally* contacting your supervisor until you receive a response. If you are required to leave work early, you must also personally contact your supervisor and obtain permission. Leaving work early without authorization is strictly prohibited.

When an absence of 3 or more consecutive days occurs due to illness, the Company may require supporting medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without contacting the Company, three consecutive workdays of unexcused absence constitutes job abandonment. If you are absent for three consecutive workdays without an excuse, you will be deemed to have voluntarily resigned your employment.

For the full Attendance and Proper Call-Out Procedure, please reach out to your supervisor or Human Resources at HumanResources@foxtailcatering.com

Alcohol and Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, selling, purchasing, possessing, using or being under the influence of alcohol, illegal drugs / marijuana (regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on Company

property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises (including driving a vehicle). Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs other than marijuana taken in accordance with the prescription.

Employees are also prohibited from having alcohol, marijuana, or any other illegal or unauthorized controlled substances in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems.

All employees are prohibited from distributing, dispensing, selling, buying, possessing, or using alcohol and marijuana while at work or on duty. Furthermore, off-duty alcohol and marijuana use, while generally not prohibited by this policy, must not interfere with your professionalism or your ability to perform the essential functions of your job.

Prescription Drugs

With the exception of medically prescribed marijuana (the use of which at work is prohibited under this policy), the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

Notification of Impairment

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their supervisor or another member of management.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

Enforcement Policy

Suspected violations of this policy will be investigated and disciplinary action may be taken based on evidence of impairment or intoxication. Additionally, the Company may also require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, workstations, lockers, and personal and Company vehicles. You will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

What Happens When an Employee Violates the Alcohol and Drug Policy

Any employee who is determined to have violated this policy or who tests positive for the use of a prohibited substance in a confirmed substance test will be subject to disciplinary action, up to and including termination of employment. The Company may grant eligible employees time off to participate in a drug or alcohol rehabilitation program in accordance with federal and state laws.

Attitude and Professionalism

All employees must display a positive attitude towards their job and arrive to work motivated to perform their job duties. Further, employees are expected to demonstrate courtesy and professionalism toward their co-workers, guests, vendors, and/or members of the public in the course of their job duties. Rudeness, profanity or disruptive conduct will not be tolerated.

Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum, include the following:

- Following directions from your superiors, accepting work assignments and assuming responsibility for completion
- Adjusting to changes in priorities, circumstances and work directions
- Paying close attention to detail and demonstrating conscientious concern for thorough and complete work
- Demonstrating initiative and seeking out additional challenges and opportunities for professional growth
- Taking pride in and care of your personal appearance and conveying a professional image
- Refraining from rude, offensive, discourteous, or outrageous behavior
- Treating coworkers, customers, and vendors with patience, respect, and consideration
- Being courteous and helpful to others
- Communicating openly with supervisors, managers, and coworkers
- Approaching your job with a positive and productive attitude
- Trying to do the best job possible given varying conditions and adjusting to changes in priorities, circumstances and work directions

A bad attitude or a failure to conduct oneself professionally, creates a difficult working environment and prevents the Company from providing quality service to our guests. If you consistently fail to approach your job duties with a positive attitude and in a professional manner, you may be disciplined or terminated.

Professionalism while Working on Client Property

The nature of our business requires that employees perform work on client property. This may be a client's home, company office, rented venue, etc. The following guidelines describe appropriate conduct when working on client property:

- Do not discuss internal or personal affairs while working hours on the client's property.
- Avoid comments or criticisms involving other companies.
- Refrain from discussing shortcomings or idiosyncrasies of clients.

- Avoid conversations involving client matters in all places that would violate client confidentiality.
- Avoid discussing procedural problems with management while client employees are present.
- Do not solicit clients for charitable donations.
- Absolutely do not drink beverages, eat, smoke, or chew gum in client-facing areas during service.
- Avoid using vulgar language, fighting, yelling, or engaging in horseplay

Even when working in a back kitchen out of site of the event guests, onsite staff should act at all times as though they are in view of clients and representing the company. They should keep voices down, work cleanly and with utmost professionalism. Clients and venue representatives may enter back kitchens at any time, and our organization and professionalism are just as important in those moments as when working in an open kitchen.

Client Privacy

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling client matters. To maintain this professional confidence, no employee shall disclose client information to other clients, friends, or members of one's own family.

Courtesy

We are a service business and all of us must remember that the guest always comes first.

Guests are to be treated courteously and given proper attention at all times. A guest's question or concerns should not be treated as an interruption or an annoyance. Guest inquiries, whether in person or by telephone, must be addressed promptly and professionally.

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

Damage to Property

Deliberate or careless damage to a co-workers', vendors', or guests' property or the property of the Company will not be tolerated and may result in disciplinary action, up to and including termination of employment.

Employees must demonstrate proper care when using Company property and equipment. No property may be removed from the premises without the proper authorization of management. If Company property is lost, broken or damaged, report it to your supervisor at once.

Fraud, Dishonesty and False Statements

Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, time record, investigative questionnaire, workplace injury report, or any other Company document. Employees are likewise prohibited from making any materially dishonest or false statement to another employee, or to a vendor, or guest, or other third party in the course of performing the employee's job duties.

Under the law, an employee may be held personally liable for making misrepresentations to guests. It is also against the law and against Company policy for an employee to provide, or assist a guest in providing, false or misleading information on a credit application or regarding credit status to any financial institution.

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to your supervisor or another member of management immediately.

Gambling

Gambling is prohibited on Company property, or through the use of the Company's property such as computers and telephone equipment.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity while on duty or on the Company's property, or while off the job which reflects detrimentally on the Company's reputation.

Insubordination

The Fire Society operates on a system of mutual respect between supervisors and employees. Supervisors must treat their employees with dignity and understanding, and employees must show due regard for their supervisors' authority or that of other Company officials. Insubordination occurs when employees unreasonably refuse to obey the orders or follow the instructions of their supervisors. It also occurs when employees, through their actions or words, show disrespect toward other employees or their supervisors.

We all have duties to perform and every employee must follow directions from their supervisor or manager. Employees must not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner. Employees who engage in insubordinate conduct may be subject to disciplinary action, up to and including termination.

Misuse of Company Property

Employees are prohibited from misusing, or using without authorization, equipment, vehicles or other property of the Company, guests, vendors, or other employees of the Company. Any non-business use of the Company's office equipment must be approved by management.

Off-Duty Use of Facilities

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the Company may sponsor social or recreational activities for its employees. Your attendance at these events is completely voluntary and is not required as a condition of employment and the time spent will not be considered time worked. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

Outside Employment

It is important that other employment, as well as outside interests, do not interfere in any way with your job with the Company. You should be careful that extra hours of work do not affect the performance of your job duties by leaving you tired or distracted.

Personal Dress, Appearance & Hygiene

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance, and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on guests and your co-workers.

Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Dress Code

Because each employee is a representative of the Company in the eyes of the public, they must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Please use good judgment and discretion when selecting attire for work.

At The Fire Society, we maintain a specific dress code for many of our positions. The purpose of the dress code is to promote the utmost level of professionalism as well as ensure workplace safety for our employees. Depending on your position, when you are confirmed for a work assignment at the Company you will be informed by the Staffing Manager which of the attires you are assigned to wear for your shift. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire. Failure to follow the dress code will result in disciplinary action.

Your supervisor will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Your supervisor must approve any deviations from these guidelines.

The Company will make all legal and reasonable accommodations for you to wear or carry religious clothing, head or face coverings, jewelry, artifacts, and any other item that is part of the observance by you of your sincerely held religious creed.

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our Company. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Client-facing positions at the company must abide by the following standards:

- Hair must be neatly kept. If hair is longer than shoulder length, it should be pulled back away from face into a ponytail or neat, comparable style.
- No baseball caps or other hats, unless approved for your position.
- Light and natural make-up
- Facial hair clean-shaven or neatly trimmed
- All staff should report to work clean, with good personal hygiene.
- No strong perfumes, colognes or other odors.
- Fingernails must be short, neat, clean, and neutral colored. If wearing nail polish, manicure must be perfect (no chips).
- Simple stud earrings (small and not dangling)
- Small hoops/Huggies (close-fitting, no larger than ½ inch / 12mm in diameter)
- Plain wedding band or simple rings (no stones, raised settings)
- Small and simple nose ring, stud, or septum piercing (flush to the skin and non-dangling)
- A thin chain necklace or bracelet is worn under clothing.
- No visible necklaces or bracelets over clothing
- No dangling chain necklaces or large pendants
- No items that may fall, break, or be touched frequently during service. (e.g. no beaded bracelets or bracelets with dangling objects)

Personal Mail

All mail which is delivered to the Company is presumed to be related to our business. Mail or packages sent to you at the Company may be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

Personal Property

Employees are urged not to bring valuables to work. If brought, they should be kept in a secure location. The Company assumes no responsibility for the loss, theft or damage of employee personal property.

Poor Performance

You are expected to make every effort to learn your job and to perform your required job duties at a level satisfactory to the Company at all times. Consistent failure to do so may result in disciplinary action, up to and including termination of employment.

Romantic or Sexual Relationships with Other Employees

The Company does not prohibit familial or intimate consensual workplace relationships. However, these relationships may not, in any way, interfere with the productivity of staff, the professionalism of workplace environments, or the success of operations or events. Any such interference will be met with disciplinary action, up to and including termination.

Employees who are in familial or intimate personal relationships (including romantic and sexual relationships) should be aware of their professional responsibilities and will be responsible for assuring that the relationship does not raise concerns about favoritism, bias, ethics and conflict of interest. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace. To avoid conflicts of interest, the Company prohibits employees who are in an intimate personal relationship from directly supervising or reporting to one another. If this situation occurs, the employees are expected to promptly notify Company management so that alternative work assignments can be arranged.

Additionally, all workplace relationships will be subject to the Company's zero tolerance sexual harassment policy, and complaints or observations of a breach of said policy will be met with disciplinary action, up to and including termination. Managers, supervisors, and those in leadership roles will be subject to increased scrutiny and disciplinary action.

Sleeping

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our guests. Therefore, we cannot tolerate sleeping or inattention on the job.

Smoking

Smoking is prohibited in all Company buildings and vehicles. This policy specifically extends to electronic cigarettes ("e-cigarettes") or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where hazardous and flammable materials are present.

In addition, smoking or vaping is not permitted by staff while onsite at events. Employees are required to arrive at events with their clothes and person free from smoke odor. Employees may not smoke at the event site while working, however, on permitted breaks, they may smoke if they abide by the following limitations:

- Smoking must be done out of dress attire and without any logos or markers that would associate with the Company.
- Smoking must occur at least 1 block away from the event location.
- Employee must return to the event completely free of smoke odor on clothes, hands, face, and hair.

Solicitation - Distribution Policy

In order to allow employees to perform their job duties and provide our guests with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising

materials, handbills or other literature is prohibited in all working areas at all times. Similarly, non-employees may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Teamwork

At The Fire Society, one of our most esteemed values is teamwork. Teamwork involves demonstrating a cooperative spirit, respecting the rights and abilities of others, listening to others, and sharing responsibilities. Event planning and management can be a very stressful job and although we always do everything possible to prepare ourselves in advance for each event we produce, we sometimes encounter unforeseen issues and we have to be able to adapt on a moment's notice. We ask that our employees embody a team spirit mentality and lend an extra hand when it's needed.

Theft

Theft of money or property from the Company, your co-workers, or guests is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. The Company reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on the Company's property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

Weapons

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your supervisor immediately. Violations of this policy will result in disciplinary action, up to and including discharge.

Workplace Violence Policy

The Company has a zero tolerance policy for violent acts or threats of violence against our employees, applicants, guests, or vendors.

We do not allow fighting, threatening words, or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises, including parking areas.

No employee may commit or threaten to commit any violent act against a co-worker or third party. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

For the full TFS Workplace Violence Policy and Workplace Violence Prevention Plan, please contact your supervisor or Human Resources at HumanResources@foxtailcatering.com.

Workplace Know Your Rights Notice

The Company will provide all employees with a separate written Workplace Know Your Rights Notice as required by California Senate Bill 294. This notice outlines certain rights under state and federal law and will be given to each employee at the time of hire and annually thereafter in a language the employee understands. The notice also includes information about designating an emergency contact for notification in the event the Company learns an employee has been arrested or detained under certain circumstances. Employees will receive this notice through the Company's normal communication methods, and updated notices will be provided as required by law. Please contact Human Resources for more information or to request a copy of the current notice

Procedures and Guidelines

Background Screening

To ensure that employees of the Company continue to be qualified and to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment, client specific assignment, or retention, the Company reserves the right to conduct background screening on all of its employees. You will not be subject of a background check without your prior informed consent.

Should you have any questions regarding the Company's background screening policy, please contact your supervisor.

Bulletin and Message Boards

The Company maintains a bulletin board and internal webpage as a source of information for employees. Any such resource is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees. No information may be placed on resources without the prior approval of management.

Carpools and Carpool Driver's Travel Pay

From time to time, the Company will organize optional carpools from our kitchen to an event site. These carpools are offered as a courtesy for our employees but are never required.

When a courtesy carpool is organized, the Company will pay designated volunteers willing to drive at least one other employee ("carpool") to the site of an event in a Company owned, leased or rented vehicle. A carpool driver will be paid their hourly event rate beginning when they pick up the vehicle at the kitchen or car rental facility, and ending when they drop off the car at the end of the event. Only employees whose automobile license and insurance are current, with liability coverage which meets minimum California state requirements and who have two or less points will qualify to be a carpool driver. A carpool driver is responsible for providing documentation of appropriate coverage to the Staffing Manager prior to the event to obtain approval.

If an employee is asked to be a carpool driver and they agree, the Company will reimburse the driver for any bridge tolls or parking expenses. The driver, however, is responsible for finding the least expensive parking solution that is appropriately secure and convenient. To be reimbursed, the driver must submit receipts for all parking and tolls.

Communication

Given the ever-changing nature of the work that we do, excellent communication skills are absolutely vital to our success. We expect our employees to be able to understand written and verbal communications speak and write clearly as related to job duties and to always ask questions to clarify situations or gain assistance.

Much of our communication is via email. When hired we ask employees to provide us with an active email address, and we expect that when we send work related information via email, that employees will read the information and respond when appropriate.

Communicable Diseases

In order to help keep the Company safe, we need your help. If you (a) test positive for and/or are diagnosed with a communicable illness such as active TB (Tuberculosis), SARS (Severe Acute Respiratory Syndrome), or COVID-19, (b) believe you may have been in close contact with or exposed to a person so diagnosed, or (c) have recently visited a location in which there has been an outbreak of such an illness and you do not feel well or are exhibiting any symptoms of the illness in question, you must report this to your supervisor or Human Resources.¹ Depending on the circumstances, you may be required to stay home and self-quarantine for a temporary period. This information will be kept confidential to the extent reasonably possible but, obviously, full confidentiality cannot be guaranteed under these circumstances.

Company Keys/Entry Cards

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Business Operations Manager upon separation from the Company. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Company Vehicles & Safe Driving

Only authorized employees may operate a Company owned, leased or rented vehicle (“Company Vehicle”), and they may do so only on company business. In order to be eligible and authorized to drive a Company Vehicle, you will be asked to review and sign a more detailed policy regarding driving protocol and go through a screening and training process.

You must hold a valid driver's license for the class of vehicle you are driving and you must drive in a safe, courteous and reliable manner and in accordance to all federal, state, and local laws. You may not under any circumstances operate Company Vehicles while under the influence of drugs or alcohol or while otherwise impaired.

Only persons authorized by your supervisor can be passengers in Company Vehicles and all persons in Company Vehicles are required to use their seatbelts. Permitting unauthorized passengers and not using seatbelts may lead to disciplinary action, up to and including termination.

You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company Vehicle who is convicted of DUI/DWI or for

¹ According to the U.S. Centers for Disease Control and Prevention (CDC), symptoms of COVID-19 may be mild or severe and may include: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain or body aches, headache, sore throat, congestion or runny nose, new loss of taste or smell, and/or gastrointestinal symptoms like nausea, vomiting, or diarrhea. (Consider your symptoms without symptom altering medicine. “Fever” means a temperature of 100.4 Degrees F or higher, without fever reducers.)

reckless driving will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review. Further, you may never use a motorcycle to conduct business or provide transportation for a guest or fellow employee while conducting company business. Any employee whose duties include the operation of Company Vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

If you receive a traffic or parking citation while operating a Company Vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company Vehicle, you are required to call 911 and report the accident. You must also report the accident to your supervisor immediately.

Properly maintained service vehicles add to the safety of our team and the public. Well maintained and clean vehicles convey a high level of professionalism to our existing customers as well as prospective customers. Employees responsible for operating Company Vehicles are also responsible for their cleanliness and maintenance. All trash and personal items must be removed from the vehicle when you are finished using it and smoking is prohibited in all Company Vehicles. Drivers are responsible for immediately reporting any maintenance or mechanical issues observed with Company Vehicles to their supervisor.

Violating the company vehicle policy in any way may result in disciplinary action, up to and including termination.

Use of Mobile Phones While Driving on Company Business

The use of cellular phones is permitted for business-related calls; however, employees should not use a cellular phone or any other communication device unless the conditions are safe to do so, giving careful consideration to the weather conditions, speed of travel, type of vehicle, etc. Cellular phones may be used while driving only if they are designed and configured to allow hands-free listening and talking, and are used in that manner while driving. Employees should keep conversations brief, avoid unnecessary calls, and no calls should be made if conditions are hazardous. All use of either a company phone or company vehicle to engage in texting or viewing an internet site while driving is strictly prohibited in all circumstances.

Further, if employees need to read or write/type while taking a call or placing a call, they should first pull over and park the automobile. Employees should also take time to become familiar with the use of the various cellular phone functions, and the cellular phone should be placed where it is easy to see and reach.

Conflicts of Interest

Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of the Company, except with the knowledge and written consent of the owners, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the owners and obtain approval in writing.

Expense Reimbursement

From time to time, employees may incur expenses on behalf of the Company. The Company will reimburse you for the actual work-related expenses you incur, as long as those expenses are reasonable and necessary for you to perform your job duties and responsibilities. You must follow these procedures to get reimbursed:

1. Get permission from your supervisor before incurring an expense.
2. Spend the company's money wisely. Make an effort to save money and use approved vendors if possible.
3. Make sure to get a receipt for every expense you make.
4. Submit the receipt with your first and last name printed across the top to the Business Operations Manager.
5. If your expense is approved, you will receive your reimbursement on the next payroll pay date.

Hazardous and Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

Housekeeping

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift. Employees may not litter or discard personal items on the premises.

Meetings

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all Company meetings involving your department or which you have been asked to attend, unless excused by your supervisor. If you are a non-exempt employee, you will be paid for your time attending the meeting.

Parking

When working on site, employee vehicles may be parked in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas. Employees may not park in areas specifically designated for clients, company vehicles, or reserved for other employees (per signage or instructions from the Company). The Company is not responsible for any parking fees or tickets incurred by employee vehicles, nor is it responsible for any loss or damage to employee vehicles or contents while parked on Company property or while parked in areas for off-premise events. If you have any questions as to where you should park your vehicle, please ask your supervisor.

Performance Counseling

All employees are expected to meet the Company standards for work performance and professionalism. When an employee fails to meet our standards, the employee will usually be notified and may be given an opportunity to correct the problem in accordance with performance counseling procedures.

If performance counseling is warranted, it may take the form of an oral warning, a written warning, suspension, or discharge, at management's discretion. A negative performance evaluation will be considered a written warning. The Company may provide performance counseling and/or impose disciplinary action at any level, or in any order, it deems appropriate depending upon individual circumstances. Nothing in this policy is intended, or should be interpreted, to negate or alter the Company's policy of "at will" employment.

Performance Reviews

We believe feedback is critical to your job performance and career development. Your manager will be informally evaluating your performance and providing you with feedback regularly.

Depending on your position and employee classification, a formal performance review session may also take place during which your manager will review your performance in accordance with the expectations of the job during the rating period. Reviews allow you to receive fair, objective, and useful feedback about your performance. They also provide an opportunity for you and your manager to outline your career development objectives. All reviews will be based on your overall job performance and ability to meet set objectives. Reviews will be completed fairly and objectively, and a copy will be provided to you as well as placed in your employee personnel file.

Progressive Discipline

All employees of the Company are expected to conduct themselves in accordance with company policy. Any staff member who does not follow these policies and procedures will be held accountable for their actions and will be subject to disciplinary action. Company management will use progressive discipline based upon their discretion for each individual case that arises. A combination of coaching reminders, verbal warnings, written notices, demotions, suspensions, and other such actions will be used when behavior is not acceptable and according to the Company's standards. A pattern of violations may result in termination without the possibility of rehire. This disciplinary system will remain informal and progressive, and the Company may, in its sole discretion, use whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of an employee. Nothing in this policy is intended, or should be interpreted, to negate or alter the Company's policy of "at will" employment. For the full Progressive Discipline Policy, please reach out to your supervisor or Human Resources at HumanResources@foxtailcatering.com

Tips / Gratuities

This policy outlines the Company's tip practices, defines who is eligible to receive tips, and provides guidance to ensure appropriate procedures are consistently observed.

Tips/Gratuities will never be solicited by any staff. Tip jars, visible tips on bars, or any other method of soliciting tips is not allowed.

In the event that a lump sum cash gratuity is received from a client at an event, it will be divided evenly between all non-managerial staff members (defined as non-salaried staff members) that work the event. Lump sum cash gratuities that are received on-site at an event will be returned to the Company where the sum will be divided evenly, and paid to eligible employees on their next paycheck. Gratuities that are received via any other method directly from a client will also be distributed appropriately on the employees' next paycheck.

Bar Tips

Bartender staff members are not prohibited from accepting tips, but all tips received are to be collected at the end of each event, and documented by the Bar Manager. These tips are to be returned to the Company where the sum will be divided evenly among all non-managerial (non salaried) staff who were present at the event on their next paycheck.

Wolfsbane Policies

Service Charge and Tip Distribution Policy

Overview

This policy outlines how service charges and tips are distributed among employees in compliance with San Francisco labor laws and fair workplace practices.

Eligibility

- All employees are eligible to participate in the service charge distribution program.
- All hourly employees are eligible to receive tips.
- Employees become eligible to participate in service charge and tip distribution upon successful completion of the required three-day training period.

Distribution Structure

- Service Charges and tips are pooled and distributed among both Front of House (FOH) and Back of House (BOH) employees.
- The distribution is calculated based on a combination of the following factors:
 - Hours worked
 - Employee role and responsibilities
- Shares may differ between FOH and BOH roles and will reflect current staffing levels and operational needs.

Adjustments

- Distribution percentages or formulas may be adjusted periodically in response to changes in staffing or other operational considerations.
- Any adjustments will be made with fairness and transparency in mind, while remaining compliant with local, state, and federal regulations.

Communication

- Employees are encouraged to speak with their manager for the most up-to-date details regarding the current distribution structure.
- Managers are responsible for communicating any changes in distribution practices and ensuring all staff understand how the policy affects them.

Legal Compliance

This policy is designed to comply with all applicable laws, including San Francisco's rules around service charges, tip pooling, and fair labor practices. No portion of tips or service charges will be retained by ownership or management, except as permitted by law.

Employee Dining Discount at Wolfsbane

Wolfsbane provides dining discounts to Wolfsbane employees and TFS regular full time and regular part time employees as outlined below. All discounts are subject to the terms and conditions specified in this policy.

Discount Rates

TFS & Wolfsbane Employees

- Solo or with 1 guest: 30% discount
- Party of 2-5 guests: 25% discount
- Party of 6 or more guests: 15% discount

Guidelines

- Best Discount Applied: When your entire party consists of employees, we'll apply the highest discount rate available to your whole check
- Employee Must Be Present: Discounts only apply when you're dining with your party throughout the meal
- Reservations Required: All employee dining must be pre-approved by Carrie at carrie@wolfsbanesf.com, even for walk-ins. This helps us manage capacity and any blackout dates.

Employee discounts don't apply to (*or by approval):

- Reserve bottle service
- Top-shelf beverages

*Special exceptions may be approved by management

Employee Wine Purchasing Policy.

All TFS employees are allowed to purchase wine bottles at a discounted price from Wolfsbane, restrictions and policy info are detailed below:

- Spirits, reserve bottles, low counts are not eligible for purchase
- All bottles must be approved by General Manager or Wine Director
- Limit three bottles per purchase
- Cost of bottles are calculated at the wholesale price plus a \$5 stocking fee
 - All payments are to be completed at the time of purchase through the Wolfsbane POS system
- Large purchases (4 bottles or more) may be subject to special order, and would include additional fees such as delivery/transit applied by vendor
- All purchases are approved for educational purposes and/or special occasions and are not permitted to be enjoyed on premises, they must leave the premises as a closed container

Wolfsbane Staff Beverage Policy

Wolfsbane allows limited alcoholic beverage consumption for off-duty employees under the following conditions and restrictions.

Eligibility

- Must be a Wolfsbane employee who worked a shift that day
- Must be 21 years of age or older
- Must have completed your scheduled shift

Permitted Beverages

- One (1) beer OR one (1) glass of wine per shift
- Standard serving sizes apply
- Hard alcohol/spirits are strictly prohibited

Requirements

- Consumption is only permitted after your shift has ended
- No alcohol consumption while on duty except for authorized tasting or training purposes
- Beverages must be consumed on-premises
- Employee must remain professional and appropriate in conduct
- Management reserves the right to limit or refuse service at any time

Restrictions

- No alcoholic beverages during breaks or while on duty
- Employees who appear impaired will not be served
- This privilege may be revoked for policy violations
- Must comply with all local and state alcohol service laws

All employees are expected to exercise good judgment and maintain the professional reputation of Wolfsbane at all times. Violation of this policy may result in disciplinary action, up to and including termination of employment. This policy is subject to change at management's discretion.

Wolfsbane Uniform Policy and Grooming Guidelines

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance, and a courteous disposition. These qualities go further than any other factor in making a favorable impression on guests and co-workers. Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Dress Code

Because each employee is a representative of the Company in the eyes of the public, they must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Please use good judgment and discretion when selecting attire for work. At The Fire Society and Wolfsbane, we maintain a specific dress code for many of our positions. The purpose of the dress code is to promote the utmost level of professionalism as well as ensure workplace safety for our employees. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire. Failure to follow the dress code will result in disciplinary action. Your supervisor will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Your supervisor must approve any deviations from these guidelines. The Company will make all legal and reasonable accommodations for you to wear or carry religious clothing, head or face coverings, jewelry, artifacts, and any other item that is part of the observance by you of your sincerely held religious creed.

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our Company. Part of the impression you make on others depends on your choice of dress, personal hygiene, and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately, and well groomed. All positions at the company must abide by the following standards as many, if not all, positions are guest facing:

- Hair must be neatly kept. If hair is longer than shoulder length, it should be pulled back away from the face into a ponytail, bun, or neat comparable style.
- No baseball caps or other hats, unless approved for your position by your supervisor.
- Light and natural make-up.
- Minimal jewelry (watches are okay).
- Facial hair must be clean-shaven or neatly trimmed.
- All staff should report to work clean, with good personal hygiene.
- No strong perfumes, colognes, or other odors.

- Fingernails must be neat, clean, and neutral colored. If wearing nail polish, manicures must be well-maintained (no chips).

BOH – Culinary Team

- Black trousers
 - Black jeans, yoga pants, or casual styles are not allowed
 - No embellishments, logos, patterns, or stitching details
- Black shoes
 - Slip-resistant rubber sole to prevent slipping on wet or greasy floors
 - No trendy, chunky, or high-sole styles
 - Athletic or casual shoes are not allowed
 - Closed-toe to protect feet from spills and hot surfaces
 - Must provide arch support and cushioning for long shifts
 - Must be cleaned and buffed/polished
- Black socks
- Prep Shirt / Apron
 - White button-down work shirts are to be worn during prep (non-service) hours
 - White prep aprons are to be worn during prep (non-service) hours
 - These will be provided by and laundered by the restaurant
- Service Shirt / Apron
 - Employees will be provided with 5 dark blue T-shirts and 5 dark blue aprons to be worn during service hours only
 - It is the employee's responsibility to launder these items and ensure they are clean and ready for each service. The Company will provide a stipend to cover laundering costs.
- Wolfsbane accessories
 - Employees must wear the Wolfsbane pin, placement to be determined by the manager. Each employee will receive one pin, provided by the restaurant.
 - Wolfsbane accessories

- Employees must wear the Wolfsbane pin, placement to be determined by the manager. Each employee will receive one pin, provided by the restaurant.

FOH – Service/Bar Team

- Black shoes
 - Dress shoes, must be cleaned and polished
 - No trendy, chunky, or high-sole styles
 - Athletic or casual shoes are not allowed
 - Closed-toe to protect feet
- Dress socks or formal style socks
 - Tube socks and/or athletic socks are not allowed
- White button-down/collared shirt
 - Employees must wear a white collared button-down shirt underneath their blazer
 - Must be clean and pressed for service
- Blue blazer and trousers
 - Suit combo to be provided by the restaurant. Full-time employees will receive 2 pairs of trousers and 2 blazers. Part-time employees will receive 1 set. Additional trousers and/or blazers may be purchased by the employee from the designated distributor.
 - It is the employee’s responsibility to launder these items and ensure they are clean and ready for each service. The Company will provide a stipend to cover laundering costs. Both items must be clean and pressed for service.
- Wolfsbane accessories
 - Employees must wear the Wolfsbane pin, placement to be determined by manager.
 - Wolfsbane silk scarves can be styled per employee (e.g., necktie, pocket square, adorning bun or ponytail, around the wrist).
 - Each employee will receive one pin and one scarf, provided by the restaurant.
- FOH – Host

As the first point of contact for our guests, our hosts set the tone for the dining experience. Your appearance should reflect the elegance, professionalism, and high standards of our establishment.

- General Standards
 - All clothing must be clean, well-fitted, and neatly pressed.
 - Personal grooming must be impeccable: neatly styled hair, clean nails, and minimal, tasteful makeup if worn.
 - Fragrances should be subtle and not overpowering.

- Approved Colors
 - Black
 - White
 - Dark Blue (Navy)
 - Natural colors, shades of green are okay, nothing too bright or overly patterned

- Example Tops (Shirts/Blouses)
 - Crisp white button-down shirt or blouse with long or short sleeves.
 - A tailored black or navy blazer or vest may be worn for a polished look.
 - Shirts must be tucked in at all times.

- Example Bottoms
 - Black or dark blue tailored trousers or skirt (knee-length or longer).
 - Skirts must allow ease of movement and be worn with neutral or black hosiery.

- Footwear
 - Closed-toe, black dress shoes (polished and in good condition)
 - Heels, if worn, should be modest and comfortable for standing long hours
 - Sneakers, sandals, or casual footwear are NOT permitted

- Wolfsbane accessories
 - Employees must wear the Wolfsbane pin
 - Wolfsbane silk scarves can be styled per employee (e.g., necktie, pocket square, adorning a bun or ponytail, around the wrist).
 - Each employee will receive one pin and one scarf, provided by the restaurant.

- Not Permitted
 - Jeans, leggings, or casual pants
 - T-shirts, tank tops, or any casual tops
 - Bright or patterned clothing
 - Open-toe shoes or athletic footwear

- Please refer to the above for proper hygiene and grooming practices as all employees are guests facing and involved in service

Personnel Records

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records – including Education and training records - to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your signed written authorization, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with a Human Resources Manager present to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, the Company will either make personnel records available to the employee for inspection or provide a copy of the employee's personnel records, including education and training records, to the employee or the employee's designated representative. The employee is responsible for the cost of copying the records.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among the Company's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist the Company in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents, including those which do not involve serious injury and those involving guests, must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Consult the Company's Injury and Illness Prevention Program (IIPP) for additional information.

Kitchen and Event Health and Safety

Many accidents can be avoided by being more careful. Employees are expected to follow these common sense rules for safety, and to develop a "safety attitude."

1. Report any unsafe or potentially hazardous condition, such as broken or splintered chairs or tables, defective equipment, torn carpeting, uneven floors, loose rails, unsafe tools or knives, or broken glass.
2. Aisles and passageways must be kept clean and free from obstructions. Do not permit brooms, pail, mops, cans, boxes, or any other objects to remain where someone might fall over them. Wipe up any grease or wet spots on stairs or floors immediately.
3. Wear safe and sensible clothing while on duty.
4. Wear safe and comfortable shoes with rubber soles. Do not wear high-heeled or open-toed shoes while on duty.
5. Take sufficient time to serve our guests properly. Being in a hurry may cause an accident.
6. Help new employees to work safely on the job. Show them the right way to do the job.

7. Fire extinguishers are located in key locations in the kitchen, prep areas, warehouse, etc. If you have any questions about how to operate the fire extinguishers, please ask your supervisor.

Preventing Slips and Falls

1. If you spill it, wipe it up.
2. If you drop it, pick it up.
3. Keep floors clean and dry.
4. Mop and dry mop small areas at a time.
5. Watch your step on tiled floors.
6. Walk, don't run.
7. Remove or report aisle obstructions.
8. Report any leaky or dripping equipment.

Don't ignore any condition of potential danger. If you cannot correct the situation at once (such as a broken glass), cover the dangerous spot with an emergency indicator (eg: broken glass sign or wet floor sign) or place a chair over it until the problem is resolved.

Safe Use of Knives

1. Always use a cutting board.
2. Keep knives properly stored. Do not leave them in a sink.
3. Keep knife edges sharp.
4. Use the proper knife for the job, such as boning, paring, carving, etc.
5. Do not use a knife as a can opener or hammer.
6. When using a knife, always use a cutting glove on the other hand.

Using Kitchen and Food Preparation Equipment

1. Do not operate any machinery without first getting training and without management approval.
2. Know the hazards of the machinery before using it.
3. Always unplug machinery before cleaning or making adjustments.
4. Be sure that machinery is turned off before it is plugged in.

5. Do not start a mixing machine until the bowl is properly placed and the beater is securely fastened.
6. Never reach into a vegetable chopper, meat grinder, garbage disposal, or ice machine when they are operating or connected to a power source.
7. Be sure that appropriate guards are in place before operating machinery.

Cooking and Preparing Food

1. Do not attempt to rescue a spoon, or any other implement, which may drop into machinery while it is in motion.
2. When using a deep fat fryer, do not fill it more than half full of oil and only put dry food in it.
3. Use a limited amount of water when boiling.
4. Don't allow the handles of cooking utensils to jut out over the edge of a work surface.
5. Use long-handled tongs to keep clear of splattering fat while frying or browning.

Broken Glass or Wares

1. Handle with care.
2. Discard chipped or broken wares immediately in specially marked containers.
3. Do not mix glassware with metal pots and pans.
4. Do not store pins or tacks in glassware.
5. If you suspect there is broken glass in soapy water, drain the water first and then remove the broken pieces.
6. Use a dust pan and brush or broom to sweep up broken pieces.
7. Use a damp paper towel to pick up tiny glass slivers.
8. Always discard food that may have been contaminated by broken glass.

Event and Production Areas

1. Do not overload trays.
2. Discard defective glass or wares.
3. Do not over fill liquid containers.
4. Report damaged duck boards and damaged or curled floor mats.

5. Stack dishes carefully so they will not topple.
6. Give proper warning when passing someone with hot food or dishes.
7. Keep to the right when rounding corners.
8. Lift heavy loads with your leg muscles, not your back muscles.
9. Use both hands when carrying heavy loads.
10. Do not lift more than 25 lbs. without the help of another employee. Carrying heavy loads is dangerous and unnecessary. If you need help lifting less than 25 lbs., ask for help from another employee.

Receiving, Warehouse and Storage

1. Always remove staple and nails from cartons and boxes. Do not bend them down.
2. Store heavy items on lower shelves.
3. Keep food containers covered.
4. Keep a clean and orderly work area.
5. Keep stored materials at least 18 inches away from light bulbs and sprinkler heads.
6. Use safe ladders and do not overreach. Do not stand on chairs or boxes.
7. If a load is more than 25 lbs., get the help of another employee. If you need help lifting less than 25 lbs., ask for help from another employee.

Emergency Policy

Follow these rules in an emergency:

- Stop work and leave the building immediately when the fire alarm sounds or when employee is instructed to do so
- Follow instructions, avoid panic, and cooperate with those responding to the emergency.
- Proceed to the designated or nearest exit.
- Do not use the elevator in the event of fire, smoke, earthquake or other similar emergency. Use the stairs.
- Do not delay exit from the building by looking for belongings or other people.
- When leaving the building, go to a clear area well away from the building. Do not obstruct fire hydrants or the responding fire/rescue workers and their equipment.

- Do not re-enter the building until instructed to do so by supervisor or fire/rescue worker.

Periodic fire or other emergency drills may be conducted. Employees' lives and the lives of others could depend on employee cooperation.

In the event of a robbery:

- Do what the robber instructs you to do. The goal is to stay alive and for no one to be injured or killed. Money and things can be replaced.
- Treat the robber as you would any guest. It may help to simply act as if you are filling an order when carrying out the robber's instructions.
- Do not be a hero. Remain as calm as possible.
- When the robber leaves the restaurant call 911 immediately.
- Do not chase the robber, police in pursuit may not know which of you is the culprit and you may be injured.
- As soon as you have call 911, write down as much as you can remember about the robber while it is fresh in your mind.

Should an emergency result in the need to communicate information to employees outside of business hours, your supervisor will contact you. It is important that employees keep their personal contact information and emergency contact information up to date. Notify your supervisor when this information changes or you may update it yourself by logging in to your Paycom account.

Searches and Inspections

In order to protect the safety and property of all of our employees, the Company reserves the right to inspect employees' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles, and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action, up to and including termination of employment.

Training Pay

The Company pays employees their base hourly rate (lowest hourly pay rate) for all training sessions hosted by the company. As with all worked shifts, employees are responsible for ensuring that their training time is properly recorded and submitted.

Travel Pay

Non-exempt employees working events outside the county of San Francisco for the Company may receive a flat rate stipend based on the distance they travel to work at an event. This stipend is not mandated by law, but is offered by the Company as an employee benefit. Stipends are based on a pay zone

that measures the distance between the Company’s headquarters at 2565 3rd Street, Suite 310, San Francisco and the site of the event. Please see the “Travel Pay Rates” chart below for current rates.

<i>Driving Distance outside of SF County</i>	SOUTH	NORTH	EAST
Between 0 and 15 miles	\$9	\$20	\$20
Between 15 and 30 miles	\$17	\$27	\$27
Between 30 and 50 miles	\$24	\$35	\$35
Between 50 and 100 miles	\$36	\$47	\$47
Over 100 miles	\$60	\$71	\$71

Technology and Information

Mobile and Electronic Devices

Excessive recreational use of personal mobile or electronic devices (“mobile devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are therefore prohibited from the recreational use of mobile devices for personal purposes during working hours. Recreational use is defined as doing anything on your mobile device that is non-work related (for example, personal communications with friends/family, checking social media accounts, browsing the internet, etc.). Employees should ensure that friends and family members are aware of the Company’s policy.

When you are not using it for business purposes, your mobile device should be set to silent or turned off for the duration of your shift. When working on site at an event, never use your phone within sight of a guest unless there is an emergency.

Approved usages of mobile devices during work hours are: dealing with emergencies and communicating with your supervisor or other employees for work purposes. Mobile devices may be used recreationally during approved paid and unpaid breaks.

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of personal mobile devices brought into the workplace.

Recording Devices

Employees are prohibited from taking photographs or making audio or video recordings of our guests at any time. Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

Safety Issues for Mobile Devices

Employees are required to refrain from using mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any mobile device to write, send, or read any text-based message while driving. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via mobile devices.

Employees who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Information Technology

The following policy governs the use of all Company-owned computers, databases, and personal computers used for Company business, email and voice mail systems, and Internet access via Company

computers and/or data lines, hereinafter referred to in this policy as “Company IT.” Personal computers used for Company business include laptops, tablets, or home computers that are connected with the Company’s network on a regular or intermittent basis.

The Company invests in information technology to facilitate the business of the Company. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access Company IT in any manner that is contrary to this policy.

Company Property

All Company IT is the Company’s property. All information that is temporarily or permanently stored, transmitted or received with the aid of Company IT remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company’s business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company IT may not be used in any manner that violates this policy.

Upon termination of employment, employees are prohibited from removing any software, documents, or data from Company IT and must completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner to the Company’s business. Upon request of the Company, a terminating employee will provide proof that such data has been removed from all personal computers used for Company business.

Prohibited Use Under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of Company IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use Company IT in any way that violates the Company’s policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from

communicating threatening or harassing statements to another employee, or to a vendor, guest, or other outside party.

- Employees may not use Company IT in any manner that violates the Company's Rules of Conduct.
- Employees may not use Company IT in any manner that violates the Company's Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use Company IT for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through Company IT, email, or the Internet without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games utilizing Company IT.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through Company IT.

Prohibited Use During Working Time

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Company IT.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

Unsolicited Email

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use Company IT to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To the Company's guests who have elected to "opt-out" of receiving the Company's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside the Company without opening it.

Monitoring

Employees should expect that all information created, transmitted, downloaded, received, or stored in Company IT may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to Business Operations Manager. Changing passwords or creating new passwords without notifying Business Operations Manager is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and mobile devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

System Integrity

Because outside storage devices may compromise Company IT, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from Business Operations Manager, and (2) scanning the data for viruses or malware. Any employee who introduces a virus or malware into the Company's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Company IT.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully

access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

Protection of the Company's Trade Secrets and Confidential Information

In the course of your employment with the Company, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its guests (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration employees provide to the Company in exchange for your employment and continued employment with the Company, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by you remains at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees are strictly prohibited, at all times during their employment with the Company, except with prior written approval of the Company's owners, from forwarding from their Company email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to employee's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Drive account) any documents containing any Trade Secrets/Confidential Information. Employees are also strictly prohibited, at all times during their employment with the Company, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Employees must not leave any of the Company's Trade Secrets/Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

Employees must not, except as required in the conduct of the Company's business or as authorized

in writing by the Company, disclose or use during the term of their employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company you prepare, use, or come in contact with remains the sole property of the Company and is not to be copied without written permission of the Company and is to be returned to the Company on termination of your employment, regardless of whether requested by the Company to do so at the time of your termination, or at the Company's request at any time.

Nothing in this policy is intended, or should be interpreted or applied, to prohibit or impede any employee, as applicable, from exercising their right to discuss or share information related to their wages, hours, or other terms and conditions of employment or from otherwise engaging in activities protected by the National Labor Relations Act or other federal or state law.

Pursuant to the Defend Trade Secrets Act of 2016 ("DTSA"), employees will not be held criminally, or civilly, liable under any federal or state trade secret law for disclosing a trade secret of the Company that is made in confidence either directly or indirectly to a federal, state, or local government official, or an attorney, for the sole purpose of reporting or investigating a violation of law. Employees may disclose trade secrets in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. If an employee files a lawsuit alleging retaliation by the Company for reporting a suspected violation of the law, the employee may disclose the trade secret to the employee's attorney and use the trade secret in the court proceeding, provided that the employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Please understand that any unauthorized disclosure by an employee of Company trade secrets that is not properly made under the DTSA may subject the employee to severe criminal and civil penalties.

Social Media

This policy governs employee use of social media, including any tools used to share content and profiles, including but not limited to: social networking websites, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company IT.

Employees are prohibited from the following:

- Disclosing on social media the Company's or any third party's Trade Secrets/Confidential Information (as defined above).

- Using social media to post or to display comments about co-workers, supervisors, guests, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, or harassment.
- Using social media to post or display content that is an intentional public attack on the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about the Company or its products, unless authorized and approved by the Company.
- Using social media while on working time, unless authorized and approved by the Company.
- Posting a photograph of a vendor, supplier, or guest on social media without that individual's express permission.
- Misrepresenting on social media an employee's title or position with the Company.
- Using social media to violate other established Company policies or procedures.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor.

Employees may not use Company-owned equipment, including Company information technology, Company-licensed software, or other electronic equipment, or facilities or Company time, to conduct personal blogging or social networking activities.

Employees should know that the Company has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Social media account ownership: To the extent employees are authorized as part of their job duties to use social media account(s) to advance the Company's interests, the Company, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

Unauthorized Interviews

Employees should not speak to the media on the Company's behalf without contacting their supervisor. All media inquiries should be directed to a Company Official.

Changes in Status

Changes in Personnel Records

To keep your personnel records up to date and to ensure that the appropriate benefits are available to you, you are expected to notify the Company promptly of any change of name, address, phone number, number of dependents, or other applicable information.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources, including requests for references, should be directed to the Business Operations Manager. No employee information should be given by any other employee or manager to an outside source. The Company's policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, the Company will also provide information on the amount of salary or wage last earned.

Voluntary Resignation

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning Company property in your possession or for which you are responsible.

Inactivity Separations

An employee who does not work any shifts for three (3) consecutive months may be placed on inactive status in the Company's payroll and scheduling systems. Placement on inactive status does not guarantee continued employment. Employees on inactive status may contact their supervisor to request consideration for reactivation; however, reactivation is not guaranteed and is subject to business needs, prior performance, any prior disciplinary actions, and management approval.

Should you remain inactive in our payroll system for six (6) months without receiving a paycheck and without informing us in writing of your intent to resign, the Company shall assume that you have voluntarily resigned from your position and may automatically terminate your employment from the company. Should you wish to return to the company after an inactivity separation, you will not be guaranteed a position and will have to go through the regular hiring process.

Dismissal

Through performance counseling, employees are usually warned about performance problems. However, circumstances may warrant immediate termination. Please remember that employment is at the mutual consent of the both parties and either party may terminate the employment relationship at any time, with or without notice, at will.

Final Pay

Upon your separation from the Company, you will receive all compensation owed to you including salary, overtime, business expense reimbursements (if submitted in sufficient time prior to your separation), and any accrued, unused vacation if applicable, according to the following:

- If your separation is due to dismissal, your final paycheck will be immediately presented to you.
- If you resign with less than a 72-hour notice you will receive your final check on or before 72 hours from your notice or at your discretion deposited into your account of record in accordance with your instructions on file.

Exit Interview

Any employee leaving the Company may be requested to attend an exit interview conducted by the employee's supervisor or another Company Manager. The purpose of the interview is to determine the reasons for separation and to resolve any questions of compensation, Company property or other matters related to the separation.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Company, and we look forward to working with you.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the The Fire Society, LLC ("Company") Employee Handbook and I will familiarize myself with its contents.

I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the owners of the Company.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]

City of San Francisco Employee Handbook Addendum

Introduction

This addendum is applicable only to employees working in the geographic boundaries of the City and County of San Francisco and only amends those provisions that are specifically addressed below. Regarding the amended provisions, in the event of any conflict between the Employee Handbook and this Addendum, the provision or benefit that is most generous to the employee shall control. Except as set forth herein, the Employee Handbook is not modified by this Addendum.

This city addendum is to be read in connection with the The Fire Society, LLC (the “Company”) Employee Handbook. Together, the Employee Handbook and the San Francisco Addendum will provide you with important information about your employment with the Company and serve as a guide to the Company’s current policies, practices, and procedures. If you have questions as you review the Employee Handbook or the San Francisco Addendum, please do not hesitate to discuss your questions with the Human Resources Manager.

Equal Employment Opportunity Policy

In addition to the protected statuses listed in the Company’s Employee Handbook, and in accordance with San Francisco law, the Company is committed to providing equal opportunities to all employees without regard to height, weight, or any other protected statuses in accordance with applicable, federal, state and local laws. Additionally, the Company will not discriminate against persons with AIDS or any other disease that cannot be easily transmitted, unless it is necessary due to the particular job or will endanger the health and safety of the employee or others and no reasonable accommodation exists.

Lactation Break

Employees should contact their immediate supervisor or the Business Operations Manager to request a lactation accommodation under this policy. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process with the employee to identify possible accommodations and provide a response within five (5) business days of an employee’s request for a lactation accommodation. The Company does reserve the right to deny an employee’s request for a lactation break if the additional break time will seriously disrupt operations. In such a case, the Company will provide the employee a written response that identifies the basis upon which the Company has denied the request for accommodation.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources Manager. You are encouraged to utilize this procedure without fear of retaliation.

Paid Parental Leave

Under San Francisco’s Paid Parental Leave Ordinance, the Company provides employees with supplemental compensation for up to eight weeks of parental leave. To be eligible for supplemental compensation under this policy, an employee must (1) have commenced employment with the Company at least 180 days prior to the start of the leave period; (2) perform at least eight (8) hours of work per week for the Company within the geographic boundaries of San Francisco; (3) spend at least 40% of his or her total weekly hours worked for the Company within San Francisco; and (4) be otherwise eligible for paid family leave

compensation from the State of California under the California Paid Family Leave law for the purpose of bonding with a new child.

Eligible employees may receive supplemental compensation under this policy for leaves of absence in connection with new child bonding during the first year after the birth of the child or after placement of the child with the employee through foster care or adoption. This policy applies equally to male and female employees. Eligible employees may receive supplemental compensation under this policy for a single block of time or intermittent leave of absence.

Consult the Business Operations Manager for detailed information on how the dollar amount of your supplemental compensation under this policy is calculated and the amount that you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee. As a precondition of receiving supplemental compensation under this policy and in order for the Company to calculate the amount of supplemental compensation to which you may be entitled, you must either (1) provide the Company with a copy of the Notice of Computation of California Paid Family Leave Benefits from the State or other legally authorized statement, or (2) at the time of applying for California Paid Family Leave, provide the State with written authorization to disclose the weekly benefit amount to the Company. You will be required to agree to allow the Company to use up to two weeks of unused accrued vacation at the start of any approved leave of absence for the purposes set forth under this policy.

The Company will not retaliate against you for requesting or receiving leave or compensation pursuant to this policy. For more information regarding this policy, or for information regarding your entitlement to leave pursuant to Company policies, contact the Business Operations Manager.

Paid Sick Leave

The Company provides paid sick leave to all employees of the Company. The sick leave year runs from anniversary to anniversary. Beginning at the commencement of their employment, eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of seventy-two (72) hours or nine (9) days. Sick leave may not be accrued in excess of the applicable maximum accrual cap. Once your unused and accrued sick leave reaches the maximum cap, you will not become eligible to accrue any additional sick leave until prior sick time has been used and your accrued balance falls below the maximum accrual cap. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued. Employees may not use accrued paid sick leave in increments of less than one (1) hour. Unused sick leave will carry over to the next year, up to a maximum of seventy-two (72) hours or nine (9) days of accrued paid sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition, illness, or injury of, or preventive care for, the employee or the employee's family member. This includes time off in connection with a bone marrow and/or organ donation by an employee or an employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age and including a child of a domestic partner), parent (including a parent-in-law), grandparent, grandchild, or sibling. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, or foster care relationships. If an employee has no spouse or registered domestic partner, the employee may designate one person for whom they may use paid sick leave to provide aid or care. New employees will be given the opportunity to make this designation at the time of hire, and will have ten (10) working days to inform the Company of their designation. Thereafter, each employee who is eligible to make this designation will be able to do so, or change their designated person, on an annual basis. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety

planning.

Consult the Business Operations Manager for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

The Company will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued or granted under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Business Operations Manager.

Family Friendly Ordinance

Employees that have been employed by the Company for at least six (6) months, regularly work at least eight (8) hours per week and are a primary caregiver have the right to request in writing a flexible or predictable workplace arrangement to assist with caregiving responsibilities. Employees may request a flexible or predictable working arrangement to assist with care for: (1) a child under the age of eighteen that the employee has parental responsibility; (2) a family member with a serious health condition; and (3) a parent of the employee that is age sixty-five or older. "Family member" for the purposes of this policy, includes spouse, domestic partner, child, parent, sibling, grandchild or grandparent that is related by blood, legal custody, marriage, or domestic partnership.

Once the Company receives a request, the Company will meet with the employee regarding the request within twenty-one (21) days of the request and provide a written response within twenty-one (21) days of that meeting. The Company does reserve the right to deny an employee's request if it will disrupt operations or provide an undue hardship. In such a case, the company will provide the employee a written response that identifies the basis upon which the company has denied the request. The employee within thirty (30) days may submit a written request for reconsideration. Within twenty-one (21) days of receiving a written request for reconsideration, the Company will meet with the employee regarding the request and provide a written decision within twenty-one (21) days of that meeting.

The Company reserves the right to require verification of the employee's caregiving responsibilities, which may include confirmation from a medical professional. If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Human Resources Manager. You are encouraged to utilize this procedure without fear of retaliation.

Health Care Security Ordinance

As a San Francisco Employer, the Company contributes, at a minimum, a sum towards employee health care coverage in compliance with the San Francisco Health Care Security Ordinance. The Company will provide

each employee with a notice of accumulated health care expenditures quarterly so each employee can see how much is being contributed for them for their health care costs. In addition to the quarterly notice, employees may also inquire to the Business Operations Manager or the employee's manager at any time and will receive, in a reasonable timeframe, the details of the accumulation of health care expenditures by the company on the Employee's behalf.

Workplace Know Your Rights Notice

The Company will provide all employees with a separate written Workplace Know Your Rights Notice as required by California Senate Bill 294. This notice outlines certain rights under state and federal law and will be given to each employee at the time of hire and annually thereafter in a language the employee understands. The notice also includes information about designating an emergency contact for notification in the event the Company learns an employee has been arrested or detained under certain circumstances. Employees will receive this notice through the Company's normal communication methods, and updated notices will be provided as required by law. Please contact Human Resources for more information or to request a copy of the current notice.

EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the The Fire Society, LLC San Francisco Addendum and that I will familiarize myself with its contents.

Signature

Print Full Name

Date

[RETAIN IN EMPLOYEES PERSONNEL FILE]