



# Company Name New Employee Onboarding Form

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## Personal Information:

Full Name:

dfgdfgdfg

City:

dfgdfg

State:

dfgdfg

ZIP Code:

45645654

Phone Number:

56456

Email Address:

546dghdfgh@dfgdfgfd

Address:

dfgdfg

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## Emergency Contact Information:

Emergency Contact Name:

Relationship:

Phone Number:

dfgdfg

dfgdfg

53656

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## Employment Details:

Start Date: Department/Team:

2023-11-20 dfgdfgdfg

Manager/Supervisor: Employee ID (if applicable):

dfgdfg dfgdfg

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## Tax Information:

Social Security Number: Department/Team:

345345 dfgdfg

Federal Tax Withholding (W-4) Status:

Married

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## Direct Deposit Information:

Bank Name: Routing Number: Account Number:

dfgdfg 345345 345656

## **Benefit Elections:**

Health Insurance:

Enroll

Dental Insurance:

Enroll

Vision Insurance:

Decline

Retirement Plan:

Decline

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## **Acknowledgment of Company Policies:**

I acknowledge that I have received and read the following company policies and agree to abide by them:

- Employee Handbook
  - Code of Conduct
  - Confidentiality Agreement
  - Safety Guidelines
- 

## **Additional Information:**

Do you have any allergies or medical conditions that the company should be aware of?

No

Signature

Date:

2023-11-29

By signing above, I confirm that the information provided is accurate and complete to the best of my knowledge. I understand that I am responsible for reviewing and complying with all company policies and procedures.

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This onboarding form covers basic employee information, tax details, direct deposit, benefit elections, and acknowledgment of company policies. You can customize this form to match your company's specific onboarding process and requirements. Additionally, it's important to keep sensitive information secure and compliant with data protection regulations.



## LAPASHA HOSPITALITY GROUP EMPLOYEE HANDBOOK Effective 6/\_\_\_\_/2023

If English is not your native language and/or you are unable to read and understand the Employee Handbook written in English, you have a right to request a translation of the policies contained in this Handbook. You should request a translation of these policies if you are unable to read and understand English because you must understand the policies contained in the Handbook and agree to be bound by the policies to be employed by the Company

Si inglés no es su lengua natal y/o si usted no puede leer y entender la Guía de Empleado escrita en inglés, usted tiene el derecho de solicitar una traducción de las polizas contenidas en este Guía. Usted debe de solicitar una traducción de estas polizas si usted no puede leer y entender inglés, porque usted debe de entender las polizas contenidas en la Guía y acordar en ser atado a las polizas para ser empleado de la compañía.

# TABLE OF CONTENTS

<b>I. EMPLOYMENT PROCESS</b>	<b>6</b>
A. Nature of Employment .....	6
B. Equal Opportunity Employer .....	7
C. Immigration Law Compliance and Employment Eligibility Verification .....	7
D. Employment Reference Checks .....	7
E. Employment Applications .....	8
F. Pre-Employment Drug Screening .....	8
G. Hiring of Relatives .....	8
H. Employee Personal Relationships .....	8
<b>II. EMPLOYMENT STATUS</b>	<b>9</b>
A. Employment Categories .....	9
B. Exempt and Nonexempt Status .....	9
C. Work Status Categories .....	9
D. Tipped Employees .....	10
E. Employee Performance Evaluation .....	10
F. Employee Access to Personnel Records .....	11
G. Personnel Data Changes .....	11
<b>III. EMPLOYEE BENEFIT PROGRAMS AND LEAVE</b>	<b>11</b>
A. Employee Benefits .....	11
B. Employee Meals .....	11
C. Vacation .....	12
D. Benefits Continuation (COBRA) .....	12
E. Family and Medical Leaves of Absence .....	12
F. Jury Duty .....	16
G. Time Off To Vote .....	17
H. Military Leave .....	17
I. Lactation Breaks .....	17
<b>IV. TIMEKEEPING/PAYROLL</b>	<b>18</b>
A. Payroll .....	18
B. Timekeeping .....	18
C. Time Clock Policy .....	18
D. Administrative Pay Corrections .....	19
E. Business Travel Expenses .....	19

## **V. WORK HOURS AND CONDITIONS**

20

A. Work Hours .....	20
B. Attendance and Punctuality .....	20
C. Overtime .....	21
D. Meal Periods and Breaks .....	21
E. Visitors in the Workplace .....	21
F. Solicitation .....	22
G. Alcohol Consumption by Employees & Dram Shop Responsibilities .....	22
H. Employees Engaged In Retail Sale Of Cigarettes, E-Cigarettes, And Tobacoo Products .....	22
I. Tipped Employees Uniforms .....	23
J. Dress and Grooming .....	23

## **VI. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

24

A. Business Ethics and Conduct .....	24
B. Gifts, Favors, or Similar Items .....	24
C. Conflicts of Interest .....	25
D. Policy on Harassment or any other form of Unlawful Discrimination .....	26
E. Definition of Harassment .....	26
F. Sexual Harassment .....	26
G. Anti-Discrimination Policy .....	27
H. How to Report Harassment or any other form of Unlawful Discrimination .....	27
I. Investigation Process .....	27
J. Accommodations under the Americans with Disabilities Act or Pregnant Works Fairness Act .....	29
K. Workplace Violence Prevention .....	29
L. Weapons Prohibition Policy .....	30
M. Drug and Alcohol-Free Workplace Policy .....	30
N. Security Inspections .....	33
O. Professional Conduct Policy .....	33
P. Disciplinary Action .....	34
Q. Use of Company Property Policy .....	35
R. Theft, Misuse and Destruction of Property Policy .....	35
S. Return of Property .....	36

## **VII. ELECTRONIC SYSTEMS USAGE AND MONITORING**

36

A. Acceptable Use of Electronic Communications .....	37
B. Telephone Use Policy .....	38
C. Camera and Other Recording Devices Policy .....	38
D. Cell Phone Policy .....	39

E. Software Policy .....	39
F. Employee Internet Usage Policy .....	39
G. Social Networking Policy .....	40

## **IX. HEALTH, SAFETY, AND SECURITY** ..... 41

SANITATION: ..... 41

CASH HANDLING: ..... 42

LEAVING THE PROPERTY: ..... 42

## **X. COMPANY TRADE SECRETS AND CONFIDENTIAL INFORMATION** ..... 43

## **XII. ALTERNATIVE DISPUTE RESOLUTION/CLASS ACTION WAIVER** ..... 43

A. Dispute Resolution ..... 43

B. Waiver Of Collective Action, Class, or Consolidated Claims ..... 44

C. Covered Claims ..... 44

## **EMPLOYEE ACKNOWLEDGEMENT** ..... 45

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# **WELCOME**

Employees who work at LaPasha Lounge and Grill, Nara Café, and Patio by LaPasha:

Welcome to our family!

Our mission is to offer an exceptional Mediterranean dining experience with a high-end vibe, family-friendly environment, and spacious patios. We aim to delight guests with authentic cuisine, including savory mezes and succulent kebabs, while providing a warm and welcoming atmosphere. From the rich flavors of the Mediterranean to the timeless tradition of hookah, we strive to exceed expectations and become the premier destination for a memorable dining experience.

Our success as a team depends on clear communication and understanding. To help you with some basics, we've prepared this policy manual which you should read and refer to often. If you have questions about our policies, please don't hesitate to ask a manager.

These policies set the ground rules for a safe and pleasant work environment. In these pages, you will learn what we expect from you. Your adherence to these policies may affect your performance evaluations and continued employment. You will also learn what you can expect from us, such as certain rights and benefits; and how to resolve conflicts if they arise. Ultimately, these policies help our team focus on the reason we come to work each day – our guests.

Again, welcome to the team. I hope you find success and fulfillment in our company.

Sincerely,

La Pasha Management

## I. EMPLOYMENT PROCESS

These policies have been revised and are effective as of March 1, 2023. This manual supersedes all prior versions of The Company's employee manual. No employee manual can anticipate every circumstance or question regarding employment policies. As our organization continues to grow, the need may arise and The Company reserves the right to revise, supplement, or rescind any policies or portions of the employee manual from time to time as appropriate, in their sole and absolute discretion. Employees will, of course, be notified of any future changes to the manual as they occur.

### A. Nature of Employment

Employees are an employee of the respective restaurant entity by which they are employed. These entities are collectively referred to as "the Company" or "Employer" through out this handbook.

Kirkwood Ops, LLC is the operating entity of LaPasha Lounge and Grill.

Fondren Ops, LLC is the operating entity of Nara Café.

FESS Beverly Ops, LLC is the operating entity of Patio by LaPasha.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT -WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the HR Department or President of the Company.**

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, coerce employees or unlawfully restrict an employee's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. This manual is confidential company information and company property.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of The Company's President. The Company has the right to unilaterally change or delete any practice, policy, procedure, or rule within or not within this manual.

### B. Equal Opportunity Employer

The Company provides equal employment opportunity to all individuals and to not discrimination against anyone regardless of race, color, religion, sex, age, national origin,

disability, pregnancy, military status, veteran status, or any other characteristic or class. The Company's equal employment policy, however, does not amount to consent to be bound by any laws to which it is not subject, submit to the jurisdiction of any administrative agency responsible for the enforcement of federal law, or submit to the jurisdiction of any federal court interpreting such laws until such time as the Company employs fifteen employees.

Any employee with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of their immediate supervisor or the Administrator. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **C. Immigration Law Compliance and Employment Eligibility Verification**

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. The Company is required to comply with federal laws and regulations concerning verification of employment eligibility and associated record keeping of all employees hired to work in the United States. The law applies to both United States citizens and non-citizens.

The Citizenship and Immigration Services Employment Eligibility Verification (Form I-9) is required for all new employees. Form I-9 are completed according to the instructions provided on the form and related legal requirements. Any employee who has been terminated and removed from payroll must complete a new I-9 if the employee is subsequently rehired.

Employees with questions or seeking more information on immigration law issues are encouraged to contact their supervisor, the Administrator or Human Resource Coordinator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **D. Employment Reference Checks**

To ensure that individuals who join the employer are well qualified and have a strong potential to be productive and successful, it is the policy of The Company to check the employment references of applicants.

The Company will respond in writing only to those reference check inquiries that are submitted in writing. Unless otherwise required to be disclosed by legal process (e.g., subpoena), responses to such inquires will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. All job reference inquiries by prospective employers should be directed to The Company's President.

### **E. Employment Applications**

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

## **F. Pre-Employment Drug Screening**

The Company may require prospective employees to pass a pre-employment drug screen as a condition of employment prior to their start date. The Company will not hire individuals who test positive for the illegal use of a controlled or synthetic substance.

Individuals who report to work under the influence of drugs and/or alcohol may be required to submit to a drug test. If this occurs, an agent of the Company will transport the employee to an approved testing facility. Testing will be conducted in accordance with the law.

## **G. Hiring of Relatives**

The employment of relatives in an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside work environment can be carried into day-to-day working relationships. Therefore, The Company discourages the employment of relatives, but will permit such employment of relatives if: (1) such relationship is fully disclosed; and (2) such employment is approved by Management.

For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **H. Employee Personal Relationships**

What employees do on their own time away from work is private unless it negatively impacts their performance in the workplace. The manner in which you conduct yourselves at work is subject to company policies and procedures. Consequently, the Company strictly prohibits personal relationships of a romantic nature between an employee and any other employee in a supervisor position with relation to that employee. The Company also strongly discourages peer to peer relationships of a romantic nature.

While The Company reserves the right to terminate any employee who violates this policy, The Company acknowledges such relationships may occur. Any employee who becomes involved in a romantic relationship with another employee shall immediately disclose such relationship by contacting Human Resources as set forth below depending on which location employed:

**Patio by La Pasha**

[admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café**

[admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:**

[admin@lapashalounge.com](mailto:admin@lapashalounge.com)

Each employee will be required to execute a Consensual Relationship Agreement in which each employee:

1. acknowledges this Policy;

2. confirms that entering into the relationship is consensual and has not been made a condition of their employment,
3. agrees to abide by the Company's sexual harassment policy;
4. agrees to refrain from personal conduct on company premises that creates tension with co-workers or causes other employees to feel uncomfortable or offended; and
5. acknowledges that if a conflict of interest is present in a relationship, The Company will endeavor to find a solution to eliminate the conflict of interest so that one person is no longer able to unduly influence or favor the other. (Such solution may include transfer or relocation of one of the employees to another department or location, or change the reporting structure, if feasible and available. If reasonable alternatives are not available or feasible, The Company may require one or both of the employees to resign or be terminated.)

## **II. EMPLOYMENT STATUS**

### **A. Employment Categories**

It is the intent of The Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and The Company. These categories are also subject to change as necessary from time to time.

### **B. Exempt and Nonexempt Status**

Each employee is designated as either NONEXEMPT or EXEMPT from overtime pay under applicable federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. The exemption applies to executive, administrative and professional employees as defined by the Federal Fair Labor Standards Act. Employees classified as exempt are excluded from the payment of overtime and are paid on a salary basis. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by The Company.

### **C. Work Status Categories**

In addition to the above categories, each employee will be classified under one of the following 3 employment categories:

**REGULAR FULL-TIME** employees are those who are not in a temporary status and who are regularly scheduled to work employer's full-time schedule. Generally, they are eligible for employer's benefit package, subject to the terms, conditions, and limitations of each benefit program. This category includes employees who work an average of at least 30 hours or more per week as part of their work schedule.

**REGULAR PART-TIME** employees are those who work an average of less than 30 hours per week as part of their work schedule. These employees are not eligible for employment

related benefits.

#### **D. Tipped Employees**

**Tip Credit Notice** Employer utilizes the tip credit provision permitted by the Fair Labor Standards Act. Under this provision, you will be paid a base hourly rate of \$7.25. Employer will claim a tip credit of \$5.12 per hour and the minimum cash wage (currently \$2.13/hour) which is the maximum allowed by federal law.

Under the Act, we are required to notify you of our intention to utilize the tip credit. This provision serves as notification of Employer's use of the tip credit and your signature to this manual confirms your receipt of and understanding of the Employer's use of the tip credit.. You also should know that the additional amount claimed by Employer on account of tips as the tip credit may not exceed the value of the tips received by you.

**Credit Card Fee** Credit card tips are subject to a credit card fee which will be deducted from such tips.

**Tax Reporting** Finally, you should be aware that the IRS requires employees to report all of their tips as taxable income on annual tax returns.

**Disputes** Employees who believe they have not received all tips due to them should immediately report the issue to the restaurant manager. If the restaurant manager does not respond or address the issue the employee should report the issue to Human Resources as follows:

**Patio by La Pasha** [admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café** [admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:** [admin@lapashalounge.com](mailto:admin@lapashalounge.com)

#### **E. Employee Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are generally conducted annually, providing both supervisors and employees the opportunity to discuss performance and any appropriate performance improvement plans, goals, and objectives. Evaluations may be written or oral. The performance review process is also a tool to evaluate the appropriateness of changes in an employee's wage rate, salary, or other compensation.

#### **F. Employee Access to Personnel Records**

Employees' access to his or her personnel file will be permitted consistent with the laws of the State of Texas or in which the employee is located.

Many of the records that The Company maintains, including information about employees, are considered confidential information, and cannot be openly shared

Employees have the right to request certain types of records under the Occupational Safety and Health Administration (OSHA) regulations. This includes, but is not limited to, copies of the current or stored OSHA 300 Logs as described in 29 CFR 1904.35 and certain records described in 1919.1020, Access to employee exposure and medical records.

#### **G. Personnel Data Changes**

It is the responsibility of each employee to promptly notify The Company of any changes in personnel data.

Notify your supervisor or Administrator when there are changes to the following:

- Your name
- Your home address and/or telephone number
- The person to notify in an emergency
- Your marital status (including divorce)
- Your number and name of dependents
- Tax form W-4 changes
- Successful completion of any accredited courses, seminars, and workshops Other such status reports

Failure to notify The Company of changes to your contact information may create delays in providing certain benefits.

### **III. EMPLOYEE BENEFIT PROGRAMS AND LEAVE**

#### **A. Employee Benefits**

Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Management can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee manual.

#### **B. Employee Meals**

- When any employee is working they can receive a 50% discount on food.
- When any employee is NOT working they can receive a 25% discount on food
- This discount applies to EMPLOYEES ONLY, not friends and family.

#### **C. Vacation**

**Vacation:** Employer does not offer paid vacation for non-exempt or hourly employees or tipped employees. Requests for time off should be submitted to the location manager. Time off shall be granted as per the staffing needs and schedule of the location at which the employee works.

Vacations may not be permitted on certain black-out dates.

Requests for time off must be submitted to the location manager or Director of Operations in writing three weeks prior to the anticipated vacation day, unless otherwise not practicable.

The Company will make every effort to accommodate properly requested time off but does not guarantee every request.

**Sick Leave/Paid Time Off for Managers** Managers are eligible for up to two (2) paid sick days and one week (5 business days) Paid Time Off commensurate with their tenure and experience.

#### **D. Benefits Continuation (COBRA)**

The Company will abide by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") providing COBRA coverage for those employees who are qualified beneficiaries.

#### **E. Family and Medical Leaves of Absence**

The Company complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact Management.

## **Eligibility**

To be eligible for leave under this policy, employees must meet all of the following requirements:

- Have worked at least twelve (12) months for The Company.
- Have worked at least 1,250 hours for The Company over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

## **Reasons for Leave**

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

## **Amount of Leave**

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the company may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

## **Intermittent Leave or a Reduced Work Schedule**

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

## **Employee Notice Requirement**

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department manager or HR manager.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and

customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

## **Designation of FMLA Leave**

Within five business days after the employee has submitted the required certification or other documentation, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

## **Employee Status and Benefits During Leave**

The Company will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums, if applicable. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the company will discontinue coverage during the leave. If the company maintains coverage, the company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

## **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

## **Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of The Company pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

## **Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **Definitions**

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

**Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

**Child** means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

**Qualifying exigency** includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

**Covered active duty** for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

**The next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

**Serious injury or illness** is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

#### **F. Jury Duty**

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required, and will not interfere, discharge, or discourage an employee who is summoned to serve on a jury. If desired, exempt/management employees may use any available paid time off (PTO) to cover time off for jury duty. Otherwise, jury duty will be unpaid regardless of the length of such duty.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits and as soon as practical after release from jury service. Either The Company or the employee may request an excuse from jury duty if, in employer's judgment, the employee's absence would create serious operational difficulties.

The employee must notify his or her supervisor each day he or she is scheduled to report for jury duty.

Jury Duty leave is unpaid. The employee may elect to utilize vacation time for all or part of the jury duty.

#### **G. Time Off To Vote**

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, employer will grant up to 2 hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least 2 working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

## **H. Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Military leave will be unpaid. However, employees may use any paid leave otherwise available to employee in accordance with other provisions of this manual. However, benefit accruals, such as paid time off (PTO) or holiday benefits, will be suspended during any military leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

## **I. Lactation Breaks**

In accordance with applicable law, the Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child.

The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify Management to request time to express breast milk under this policy. The Company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

The Company will provide a place for the employee to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

# **IV. TIMEKEEPING/PAYROLL**

## **A. Payroll**

Payroll checks are issued every two weeks.

No employee is permitted to draw on his or her salary or may not receive the check for another employee, nor can members of the family receive the check for an employee without a written request.

Federal withholding taxes and social security taxes will be withheld from all compensation paid to the employee, as required by law. In addition to payroll withholdings required by law, if authorized a voluntary written authorization from the employee, The Company will deduct amounts necessary to pay for coverage of employees and dependents under The Company's group health insurance plan or policy, and other approved deductions to the extent allowed by applicable law.

Court-issued wage assignment or garnishments are deducted according to court order.

## **B. Timekeeping**

Employees are expected to accurately record all time worked. Federal and state laws require The Company to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties in furtherance of The Company's business.

Employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons, including but not limited to leaving the Company for a meal break.

Each restaurant employee must use the appropriate procedures and platform for timekeeping prescribed by the restaurant manager.

## **C. Time Clock Policy**

Employees will be required to track time in the manner prescribed by the Company.

Employees are responsible for and will be required to verify the accuracy of all time and hours worked in each work period and the amount of earnings before receiving their paychecks. The supervisor will review and then initial the time record before submitting it for payroll processing. If corrections or modifications to the employee's time record are needed, both the employee and the supervisor must document and verify those changes by initialing the time record.

It is a violation of The Company's policy for an employee to: (1) record time in or out for another employee, recording time on another employee's time record or otherwise on behalf of another employee; (2) work in excess of the employee's scheduled work hours without prior authorization from his or her supervisor; (3) failing to verify the accuracy of the employee's paycheck; and (4) altering, falsifying or tampering with any time or payroll related records, except as permitted in this manual. Any violations of the above policies can result in disciplinary action, up to and including termination of employment.

Employees who forget to clock out should immediately notify the manager or shift leader to make the necessary adjustment. Habitual failure to clock out shall be grounds for termination.

#### **D. Administrative Pay Corrections**

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his or her supervisor or department head, in accordance with the above payroll and time clock policies and procedures, so that all necessary corrections can be timely resolved.

#### **E. Business Travel Expenses**

The Company will reimburse employees for reasonable business travel expenses incurred while on assignment away from the normal work location. All business travel must be approved in advance by the supervisor or Company Administrator. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

Approved expenses are:

- Uber
- Meals
- Refreshments
- Gas with appropriate and approved receipts for travel within the Houston City Limits
- Travel outside the City of Houston shall be compensated by use of the IRS approved mileage rate at the time of the travel
- Tips (not in excess of 20%)

Employees seeking reimbursement for travel expenses should complete the appropriate form and turn in receipts to Management.

Training, rental cars, hotel and airfare will be booked by the Company in advance.

When an employee uses his or her own vehicle for The Company's business-related travel outside the city or town where an employee's normal work location is, The Company will reimburse the employee at a predetermined rate per mile.

Abuse of this business travel expenses policy, including falsifying expenses reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to including termination of employment.

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child.

## **V. WORK HOURS AND CONDITIONS**

#### **A. Work Hours**

The Company's work hours for office personnel shall be dictated by the needs of the position. The Company's operating hours are 7 a.m. to 3 a.m.

For restaurant employees, the majority of the staff has a permanent schedule, it is the employee's responsibility to cover his or her shift. Once the employee has covered the shift, it

must be approved by the manager.

The Company's work hours include holidays and weekends. Employees who are not able to work holidays and weekends may be subject to termination.

## B. Attendance and Punctuality

Employees are expected to report on time each day. When an employee is absent, it places a burden on co-workers to provide quality care and services. The Company's business requires that employees attend regularly and report promptly for duty as scheduled. Employees must arrive at work early enough to be at his or her assigned area by the time scheduled work begins.

All absences will be recorded on time records or other applicable personnel records.

Employees who will be absent from work should contact your Management at least 2 hours prior to the work start time, if at all possible. If illness or another emergency prevents an employee from reporting for duty, the employee must make every effort to speak to Management directly, rather than leaving a phone message, prior to time to report for duty.

Typography messages may be recognized as an acceptable method of communication; provided the employee receives a response. If the employee does not receive a response from the restaurant manager, the employee should contact Human Resources as follows:

**Patio by La Pasha**      [admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café**      [admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:**      [admin@lapashalounge.com](mailto:admin@lapashalounge.com)

Employees are considered tardy if clocking in seven (7) minutes or more after the scheduled start time.

No calls/no shows will be considered job abandonment.

Frequent absenteeism, whether notice is given or not, except as otherwise approved or allowed by law, may result in disciplinary action, including termination.

The Company recognizes that, due to unforeseen circumstances, employees may be late getting to work. Whenever possible, employees should inform Management to advise of the expected arrival time to work.

Excessive tardiness or absenteeism may result in disciplinary action, including termination.

## C. Overtime

The Company complies with all federal and state regulations pertaining to overtime compensation and all other applicable wage and hour laws.

All overtime must be approved in advance by the employee's supervisor and applicable department head. Non-exempt employees are paid overtime for hours worked in excess of

40 hours in any work week. Employees are not authorized for any time other than their assigned shift without specific approval from their supervisor or department head. Employees who work overtime without authorization may be subject to discipline, up to and including termination.

In the event of an emergency, The Company may ask employee(s) to work hours in excess of their regular schedule, as needed.

PTO, paid holidays, bereavement leave, and other paid absences do not count as hours worked for overtime purposes.

#### **D. Meal Periods and Breaks**

It is the policy of The Company to provide meal periods consistent with federal, state, and local laws. Employees are allowed to leave your work area when necessary for restroom breaks and refreshments without clocking out. Abuse of break periods may result in discipline or termination.

All employees are required to clock out at the beginning of the meal break and clock back in once the allowed meal break ends and upon starting back to work. If an employee is unable to take a meal break, the employee should inform Management. Working meal breaks during which time the employee performs work while also breaking shall be compensated as working time.

#### **E. Visitors in the Workplace**

To provide for the safety and security of employees and The Company's facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

### **Definitions**

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

**Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

**Child** means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

**Qualifying exigency** includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

**Covered active duty** for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

**The next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

**Serious injury or illness** is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

#### **F. Solicitation**

Unless approved by Management, the following are strictly prohibited at all times in the work premises:

Sales of commercial products and/or services; and Solicitation of funds and/or charitable contributions; and the distribution or posting of advertising matter, circulars, leaflets, petitions of literature.

Solicitations and distributions by individuals and/or organizations will not be permitted on the premises at any time, unless pre-approved by Management.

#### **G. Alcohol Consumption by Employees & Dram Shop Responsibilities**

**THE COMPANY STRICTLY PROHIBITS ANY EMPLOYEE'S CONSUMPTION OF ALCOHOL WHILE ON THE JOB. VIOLATIONS OF THIS POLICY SHALL BE CONSIDERED MISCONDUCT AND GROUNDS FOR IMMEDIATE TERMINATION.**

Occasionally, The Company may sponsor or participate in parties or other social events for special occasions. These are an important part of our overall program, but each employee must assume responsibility for his or herself in appropriate instances. **SHOULD ALCOHOL BE SERVED AT SUCH EVENTS, IT IS IMPERATIVE THAT AN EMPLOYEE NOT DRINK AND DRIVE. ALWAYS HAVE A DESIGNATED DRIVER.** If this is a problem, contact someone at the event or party who is

in a supervisory position, and we will furnish transportation at no cost. Any improper conduct that is drug or alcohol-related will not be tolerated and will not be the liability of The Company. Each employee is an important asset to us, and we look forward to safe company sponsored activities.

All bartenders and servers shall take a Texas Alcoholic Beverage Code commission-approved seller training program and provide certificate of completion as a condition of employment and continued employment.

All bartenders and servers are required to be alert and observe the patrons' consumption of alcohol while on duty. Any bartender or server who believes any patron has become intoxicated shall immediately notify the restaurant manager. The patron SHALL NOT be permitted to leave the restaurant behind the wheel. The patron shall be provided alternate transportation. If the Patron becomes disruptive or violent, or refuses alternative transportation, the restaurant management shall immediately call 911 to report the incident, making the patron's name, identifying description of person and vehicle, and license plate (as much information as possible) available to the authorities.

#### **H. Employees Engaged In Retail Sale Of Cigarettes, E-Cigarettes, And Tobacco Products**

Employees engaged in the sale of any tobacco product are required to abide by state law:

1. Employees shall not sell or provide cigarettes, e-cigarettes and/or tobacco products, or give coupons for cigarettes, e-cigarettes or tobacco purchases to any person under 21 years of age. A violation is a Class C misdemeanor;
2. Employees shall request proof of age from any person under 30 years of age who attempts to purchase cigarettes, e-cigarettes or tobacco products. Retailers may be fined up to \$1,000 per violation or have their permit revoked or suspended for selling cigarettes, e-cigarettes or tobacco products to any person under 21 years of age;
3. Employees may be subject to criminal prosecution for a Class C misdemeanor if, with criminal negligence, they sell cigarettes, e-cigarettes and/or tobacco products to any person younger than 21 years of age;
4. Employees shall not sell loose cigarettes or cigarettes in individual packages containing fewer than 20 cigarettes. Such behavior is subject to a \$100 fine for violations;
5. Employees shall not distribute free samples of cigarettes, e-cigarettes or tobacco products;
6. The Company shall post a sign in a conspicuous location warning employees and customers about the tobacco law and the penalties for violations of the law. Employees shall not remove this sign.
7. Employees shall not allow customers direct access to the cigarettes, e-cigarettes or tobacco products.

#### **I. Tipped Employees Uniforms**

The Company will issue to each tipped employee an appropriate uniform consisting of two shirts and a jacket upon employment. Uniforms which become unacceptable for use shall be replaced by the Company on an as-needed basis.

An employee may purchase additional uniforms at cost and should contact the location manager for information.

Employees who misplace or damage the issued items rendering them unwearable prior to re-issue will be issued new items. Employees who repeatedly forget, lose, or damage their issued attire may be subject to discipline up to and including termination.

Occasionally, certain events may be hosted at a location for which there is a commemorative t-shirt or other attire available. If the attire is required to be worn for the event, the attire will be issued to each employee working the event at no cost to the employee. If the attire is optional for the event, or for other employees wishing to purchase the attire, the employee may do so at employee's own cost.

#### **J. Dress and Grooming**

The Company strives to project a professional image to customers, clients, visitors, and coworkers. The Company expects you to arrive for work with a well-groomed and professional appearance.

**The Company has established the following guidelines as reasonable standards of cleanliness, grooming and dress for all employees:**

- In the interest of health and safety only closed toe shoes with rubber soles should be worn;
- General attire shall be clean, neat, in style and appropriate for the type of work being performed.
- Clean jeans, shorts, or skirts without holes. No cut off or rampant pants.
- Clean jeans, shorts, or skirts without holes. No cut off or rampant pants.
- Long hair should be pulled back and out of the eyes. Hair must be clean and pulled back if longer than chin length.
- Food handlers must wear appropriate hairnet or cap.
- Men should keep facial hair neatly trimmed.
- No excessive jewelry.
- No excessive jewelry.
- Clothing with slogans or pictures of any kind are not permitted, other than Company logo attire.
- No tattoos displaying nudity, profanity, or violence.

## **VI. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

#### **A. Business Ethics and Conduct**

The Company requires employees to adhere to ethical standards in the conduct of business. All employees are expected to conduct business with integrity, to refrain from dishonest or unethical conduct, and to comply with the letter and spirit of all applicable laws.

The Company's successful business operation and reputation of is built upon the principles of fair dealing and ethical conduct of its employees. The Company's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The Company intends to comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

**In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Company Administrator for advice and consultation.**

## **B. Gifts, Favors, or Similar Items**

Employees should not engage in conduct or activity that may raise questions about The Company's honesty or impartiality, or otherwise create a negative impression of The Company. Employees are expected to avoid any activity which might result in, or might reasonably be expected to create, an appearance of influence or favoritism.

Employees may not accept gifts, favors, entertainment, or payments if the offer intends to garner favoritism or influence, or may create an appearance of favoritism or influence.

Employees are expected to conduct themselves with honesty and integrity and comply with the provisions of this policy and all applicable laws, rules and regulations of federal, state, provincial and local governments, and other appropriate private and public regulatory agencies.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **C. Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your supervisor for more information or questions about conflicts of interest.

Employees are expected to avoid any situation which involves or may involve a conflict between the employee's personal interest and The Company's interest. In all dealings with customers, competitors, vendors, or any other business contact, employees are expected to act in the best interests of The Company.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of The Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either The Company, employee, or both.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of The Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the supervisor and/or Company Administrator as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving The Company.

Employees have the responsibility to ask questions if uncertain about a particular situation, and to report suspected violations of this policy to the department supervisor. Retaliation against employees who report suspected violations will not be tolerated.

Violations of this policy may result in disciplinary action, up to and including termination.

#### **D. Policy on Harassment or any other form of Unlawful Discrimination**

Employees are expected to conduct themselves professionally, in a manner befitting the work environment and with respect for co-workers.

Employees are expected to understand that behavior which one individual considers innocent and harmless may be regarded as harassment by another person. Beyond being in violation of this policy, workplace harassment is against the law.

#### **E. Definition of Harassment**

The legal definition of harassment is: Harassment includes any physical or verbal conduct demonstrating hostility toward a person because of his or her age, sex, race, color, religion, national origin, disability or other "legally protected status." According to The Company, harassment is any single incident or a pattern of behavior which entails verbal, physical, or psychological harassment and/or abuse of any nature.

#### **F. Sexual Harassment**

It is illegal, and against The Company's policy for any worker - male or female - to sexually harass or intimidate another worker by making unwelcome sexual advances or favors, or other verbal or physical conduct of a sexual nature, a condition of employment; by using a worker's submission to or rejection of such conduct as the basis for or a factor in any employment decision affecting the individual; or by creating an intimidating, hostile, or offensive work environment by engaging in such conduct.

Sexual harassment is defined as "unwelcome" sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

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

The Company does not tolerate vulgar, abusive, humiliating or threatening language, practical jokes, or other inappropriate behavior in the workplace.

Examples of unlawful sexual harassment may include but are not limited to; persistent comments on a worker's sexual proclivities or activities, the display or use of obscene or sexually oriented written or electronic communication, posters, photographs, computer images or drawings, unwanted and offensive physical touching, sexual advances, verbal and physical gestures through body language, and solicitation of sexual activity or favors in exchange for employment, providing a job benefit or threat of a loss of some job benefit.

The Company will not condone any sexual harassment of employees. All employees, including supervisors and managers, will be subject to discipline, including up to discharge, for any sexually harassing behavior.

#### **G. Anti-Discrimination Policy**

It is the policy of The Company to offer equal opportunity to every employee based on qualifications to perform the job only, without regard to race, color, religion, sex, age, national origin, disability, pregnancy, veteran status, or any other characteristic protected by law. Positions are filled by persons best qualified by their training, experience, attitude, merit, merit ratings and other accepted determinable qualifications.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Management. Anyone found to be engaging in any type of unlawful discrimination, policy or practice that has the effect of discriminating against any employee and or applicant for employment on the basis of race and/or retaliation in violation of Title VII will be subject to disciplinary action, up to and including termination of employment.

#### **H. How to Report Harassment or any other form of Unlawful Discrimination**

The Company will not condone any harassment or any other form of unlawful discrimination of employees. All employees, including supervisors and managers, will be subject to discipline, up to and including discharge, for any form of harassment or discrimination.

If you believe you have been the subject of harassment or any other form of unlawful discrimination, you should bring your complaint to management without fear of retaliation. Reporting an incident quickly will allow The Company to immediately address the complaint. If you witness or suspect harassment or any other form of unlawful discrimination, you must immediately convey the information regarding that incident to management. However, complaints will be accepted regardless of any delay in reporting.

All reports of harassment or unlawful discrimination should be reported to the employee's immediate supervisor or to Human Resources as follows:

**Patio by La Pasha**

[admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café**

[admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:**

[admin@lapashalounge.com](mailto:admin@lapashalounge.com)

## **I. Investigation Process**

All complaints will be promptly and thoroughly investigated by management team, who will conduct a fair and impartial investigation.

Interim measures may be taken pending full investigation and resolution of the complaint, such as temporary reassignments, separating the alleged violator and the complainant, and/or suspension of the involved employees.

Complaints will remain confidential except where circumstances require that information be shared in order to conduct a thorough investigation.

Results of the investigation will be communicated to the individual who files the complaint.

If the investigation reveals that an employee has engaged in harassment or any other form of unlawful discrimination, that individual will be subject to disciplinary action up to and including discharge.

The Company takes the following steps when a complaint involving harassment, or any other form of unlawful discrimination is reported:

- Any employee who becomes aware of or who feels victimized by any form of harassment or any other form of unlawful discrimination should immediately report the alleged harassment or discrimination to his or her supervisor. If the immediate supervisor is the source of alleged harassment or discrimination, the employee should report the problem to the upper Management.
- The management personnel who receives a complaint of harassment or any other form of unlawful discrimination should carefully investigate the matter by interviewing the complainant, the alleged violator and obtain relevant witness statements. Both the complaint and the investigative steps and findings should be documented as thoroughly as possible.
- Management will recommend and enforce actions to be taken

Written notification of the results of the investigation and the remedial actions taken or proposed to stop the harassment or any other form of unlawful discrimination, correct its effect on the employee, and ensure that the harassment or discrimination does not recur, up to and including termination of employment, will be presented to the complainant upon the conclusion of the investigation.

Interviews, allegations, statements, and identities remain confidential to the extent possible and allowed by law.

The Company strictly prohibits retaliation of any kind against employees who in good faith bring harassment or any other form of unlawful discrimination complaints or assist in any associate investigation. Violators of this policy, including by any alleged employee, will be subject to immediate termination. Any retaliation incidents must be reported to Management.

Individuals who present a knowingly false or frivolous claim that is proven to be untrue could be subject to civil repercussions from the falsely-accused party.

## **J. Accommodations under the Americans with Disabilities Act or Pregnant Works Fairness Act**

An ADA or PWFA Reasonable Accommodation may be an option when an employee does not qualify for leave under the Company's leave policies.

To be considered for an accommodation under ADA, an employee must have a physical or mental impairment that substantially limits one or more major life activities and major bodily functions. Under the PWFA, an employee may be considered for an accommodation for known limitations related to pregnancy, childbirth, or related medical conditions.

To begin the ADA or PWFA accommodation process, the Employee should request an accommodation from management. Management may require the Employee's medical provider to complete an Accommodation Request Form and verify the alleged disability. All medial information obtained by the Company during this process will remain confidential.

Upon receipt of the request, the Company will determine whether the accommodation can be made in accordance with applicable law and dependent upon whether the requested accommodation places an undue hardship on the Company or poses and direct threat to the safety of the Employee or others.

## K. Workplace Violence Prevention

The Company prohibits violence in the workplace and makes every attempt to maintain a safe workplace.

For purposes of this policy, "violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, fighting, "horseplay," or other conduct that may be dangerous to others, and threatening, or talk of engaging in those activities.

This policy applies to all employees, all non-employees including customers/clients, visitors, suppliers, vendors, contractors, temporary workers, and other individuals with whom The Company's employees come into contact with during work duties. Any of these individuals may be a victim or a violator under The Company's policy.

Conduct that threatens, intimidates, or coerces another employee, a resident, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, national origin, race, age, or any other characteristic protected by federal, state, or local law.

All threats or displays of violence, both direct and indirect and whether verbal, physical or perpetuated through literature or pictures, will not be tolerated, and should be reported as soon as possible to your immediate supervisor or any other member of management. When reporting such conduct, you should be as specific and detailed as possible.

**The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.**

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

In cases of workplace violence, Management may contact and involve local law enforcement authorities as necessary.

The Company will not tolerate any form of retaliation toward an employee who reports workplace violence. Any retaliatory incident must be reported to management. Retaliatory incidents will result in disciplinary action, up to and including termination.

The Company will promptly and thoroughly investigate all reports of threats or displays of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, The Company may suspend employees, either with or without pay, pending investigation.

Failure to adhere to the established company policies and procedures will result in disciplinary action, up to and including termination.

#### **L. Weapons Prohibition Policy**

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. This policy does not apply to firearms stored in the employee's locked motor vehicle.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to Human Resources immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

#### **M. Drug and Alcohol-Free Workplace Policy**

The Company has a vital interest in maintaining a safe, healthy, and efficient working environment for its employees – a working environment as free from the use of illegal and non-prescription drugs, alcohol and unauthorized use of prescription drugs as reasonably possible.

Employees with drug and alcohol abuse problems make up only a fraction of the work force, and we regret any inconvenience that may be caused to other employees by the problems of a few. However, being under the influence of drugs or alcohol, and/or being intoxicated on the job, poses serious health and safety risks, not only to the user but also to all who come in contact with the user. The benefits to be derived from reducing the number of accidents and the greater safety of all the employees and residents make up for the inconvenience. Each employee is expected and required to report to work in an appropriate mental and physical condition to perform his or her assigned duties.

The Company defines "intoxication" pursuant to Sec. 401.013(a), Texas Labor Code.

##### **Sec. 401.013. DEFINITION OF INTOXICATION.**

(a) In this subtitle, "intoxication" means the state of:

(1) having an alcohol concentration to qualify as intoxicated under Section 49.01(2), Penal Code; or

(2) not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of:

- (A) an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code;
- (B) a controlled substance or controlled substance analogue, as defined by Section 481.002, Health and Safety Code;
- (C) a dangerous drug, as defined by Section 483.001, Health and Safety Code;
- (D) an abusable glue or aerosol paint, as defined by Section 485.001, Health and Safety Code; or
- (E) any similar substance, the use of which is regulated under state law.

## **IN ORDER TO ENSURE A SAFE, EFFICIENT AND DRUG FREE WORKPLACE, THE FOLLOWING POLICY HAS BEEN ADOPTED AND WILL BE STRICTLY ENFORCED AT ALL TIMES.**

- The sale, purchase, use, possession of intoxicants, alcohol, non-prescribed narcotics, hallucinogenic drugs, marijuana, or other non-prescribed controlled substances, while on or off Company or corporate property, during the course of work **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**.
- The sale, purchase, use or possession of equipment, products and materials which are used, intended for use, or designed for the use with non-prescribed controlled substances, while on or off Company or corporate property, during the course of work **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**.
- Reporting to work or working with a measurable quantity of intoxicants, alcohol, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances in blood or urine, while on or off Company or corporate property, **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**.
- Reporting to work or working, while on or off Company or corporate property, with a measurable quantity of prescribed or over-the-counter narcotics or drugs in blood or urine or the use of prescribed or over-the-counter narcotics or drugs, where, in the opinion of The Company such use prevents the employee from performing the duties of his or her job, or where such use poses a risk to the safety of the employee or other persons or property, **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**. The use of prescribed medicines while in control of any motor vehicle, equipment or machinery owned or leased by the Company or used for Company purposes, will only be allowed under the supervision of a family-authorized physician and if the physician has advised the individual that the drug or substance will NOT affect the individual's ability to safely perform his or her duties to operate any job-related machinery, equipment, or motor vehicle. An employee taking a prescribed or over-the-counter narcotic or drug must advise his or her supervisor of its use and any potential side effects. The employee may either be allowed to remain on his or her job, be required to take a leave of absence or be subjected to other appropriate action as determined by management.

## **Tests**

The Company reserves the right to conduct random, no-notice testing of current employees at any time it feels such actions are appropriate.

An employee will be required to undergo a blood test, urinalysis, "breath-analyzer" test or other diagnostic test under the following circumstances:

- As part of the hiring process in accordance with the pre-employment drug testing policy;
- After the occurrence of any work-related incident while on Company or corporate property or during working hours which requires medical attention other than first aid.

When there is reason to believe, in the opinion of Company or corporate management, that an employee is under the influence of intoxicants, alcohol, drugs or narcotics while on Company property or during working hours or that an employee has reported to work with a measurable quantity of intoxicants, drugs or narcotics in blood or urine;

- As part of a random sampling of employees;
- As part of any periodic medical examination provided or required.

## **Discipline**

Any employee who is observed coming to or returning to the job in an obviously impaired condition will be removed from the workplace immediately. Any employee who receives a non-negative test result will be placed on suspension until an alcohol/drug evaluation is completed and said employee is cleared.

Any employee who violates any part of The Company's drug free workplace policy may be subject to discipline up to and including discharge.

Any employee convicted on a charge of illegal possession, use, distribution, purchase or sale of any controlled substance or alcohol, while off Company or corporate property and off duty, may be subject to discipline up to and including discharge; where The Company concludes that such conduct adversely affects services. In addition, The Company may impose discipline up to and including discharge for such off-duty conduct in the absence of a conviction where there is reasonable evidence of the commission of those acts and The Company concludes that such conduct adversely affects services.

Any employee who is charged with a violation of any criminal drug statute must notify his or her supervisor within 5 days of such charge. Criminal drug statutes include federal, state, and local laws involving the use of drugs (including controlled substances). Failure to report a charge will result in disciplinary action including termination from employment. A charge of violating any criminal drug statute may result in disciplinary action including termination.

An employee's refusal to submit immediately upon request to a search of his or her person and/or property or to a blood test, urinalysis, "breath-analyzer" test or other diagnostic test, or a positive result on such test(s) indicating prior use of intoxicants, alcohol, non-prescribed narcotics, hallucinogenic drugs, marijuana, or other non-prescribed controlled substances may result in disciplinary action up to and including immediate discharge.

## **Search**

Where there is a reason to believe in the opinion of The Company that an employee is impaired by intoxicants, drugs or narcotics, or is in possession of any intoxicants, drugs, narcotics or equipment, products and materials which are used, intended for use, or designed for use with non-prescribed controlled substances, The Company may search any property and/or any employee's personal property which has been brought onto employer's property (including but not limited to vehicles, handbags, briefcases, etc.) and the employee may be requested to submit to a search by The Company representatives of his or her person and/or property.

The property covered by this policy includes property of any nature owned, controlled, or used by The Company, including but not limited to parking lots, offices, desks, file cabinets, lockers and vehicles.

## **N. Security Inspections**

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

Desks, lockers, computers, software and other storage devices may be provided for the convenience of employees but remain the sole property of The Company. Accordingly, they, as well as any articles found within them, can be inspected by Management at any time, either with or without prior notice.

The Company likewise wishes to discourage theft or unauthorized possession of the property of employees, employer, visitors, and residents. To facilitate enforcement of this policy, The Company or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto The Company's premises.

Any employee who refuses to submit to a search, who fails to permit and facilitate a search, or who is found in possession of prohibited articles, will be subject to disciplinary action, up to and including discharge as well as possible criminal prosecution.

## **O. Professional Conduct Policy**

Employees are expected to act in a professional manner at the workplace. This extends to behavior around customers and includes all times you are engaged in work-related activities, whether on company property or at another location.

Employees must:

- Refrain from horseplay and offensive or discriminatory behavior/jokes
- Follow the policies within the employee manual
- Correspond effectively with those around you
- Respect the privacy and needs of other employees and non-employees
- Examples of inappropriate conduct include, but are not limited to, the following:
  - Causing physical harm to another employee
  - Loud language or shouting
  - Making threats or bullying others

Violations of this policy may result in disciplinary action, up to and including termination.

## **P. Disciplinary Action**

It is the policy of The Company to take appropriate disciplinary action when employees are found to have violated company policies, procedures, work rules, or otherwise conduct themselves in an unprofessional or inappropriate manner.

Appropriate disciplinary action may involve progressive disciplinary measures or may result in immediate discharge. Nothing in this policy changes the at-will nature of the employment relationship. The Company's policies, procedures, and work rules outlined in this employee manual are not all-inclusive and may be changed periodically at The Company's sole discretion. Employees may be required to periodically sign copies of company policies, procedures, and or work rules, including environmental, safety, and fire prevention rules.

There are certain policies and regulations which must be adhered to by all employees in order to maintain and operate a safe and functional operation. Most of the regulations are typical of those enforced in any organization. The circumstances surrounding a particular violation of policy rules are often as important as the action itself in determining the severity of the discipline called for. As a result, it is not possible to list all the causes of, or reasons for disciplinary action. The following are violations that could cause an employee to be subject to disciplinary action, up to and including discharge.

- Failure or unwillingness to perform work as required or directed.
- Dishonest, disrespectful, or threatening behavior toward a supervisor.
- Insubordination or flagrant disobedience.
- Falsification of any records, job resumes or job applications.
- Dishonesty in any form including theft.
- Excessive or unauthorized absenteeism and/or tardiness.
- Unauthorized use of Company or corporate supplies, equipment, or property.
- Unauthorized disclosure of any confidential information.
- Sleeping, loafing, fighting, playing, or unauthorized absence from duties.
- Conducting personal business on The Company's time.
- Violation of the Drug Free Workplace Policy.
- Smoking in unauthorized areas or smoking during unauthorized times.
- Marring, defacing, or abusing Company or corporate property or equipment or engaging in conduct which could be expected to cause damage to the same.
- Use of threatening, profane, abusive, or indecent language or gestures toward fellow workers, supervisors, management officials, residents, or visitors.
- Disrupting work or distracting other employees from performing their work.
- Possession or display of any type of weapon while on duty.
- Failure to keep your own timecard accurately.
- Creating or contributing to unsanitary conditions.
- Posting or removal of notices, signs or writing in any form on any bulletin board on Company or corporate property without permission of management.
- Gambling, lottery, or any other game of chance on Company or corporate premises at any time.
- Violation of The Company's "No Solicitation" rules.
- Accepting gifts from clients or regulatory bodies or government offices.
- Failure to report an incident.
- Job abandonment - (a) walking off the shift without permission of your supervisor; or (b) an unauthorized absence.
- Conviction of a felony (when charged, suspended; if convicted, discharged).
- Making false or malicious statements about an employee or The Company.
- Conversion of The Company's property to one's own use, as opposed to theft.
- Failing to meet job expectations required by The Company from time to time.
- Negligence or carelessness resulting in danger, damage, or loss to Company or corporate property, fellow employees, or visitors.
- Making or receiving personal telephone calls other than in emergencies.
- Unauthorized visitors while on duty including friends and relatives.

- Failure to readily cooperate with fellow employees or supervisors
- Failure to maintain acceptable standards of respect for visitors, co-workers, and supervisors.
- Violation of Sexual Harassment Policy.
- Violation of any policy or procedure contained in this employee manual.

The above listed grounds for disciplinary action, including termination is not an exclusive list and The Company reserves the right to terminate or otherwise discipline an employee for any other reason or for no reason should such action be deemed appropriate.

#### **Q. Use of Company Property Policy**

The assets of The Company are intended to be used in a way that benefits our organization. Employees must preserve these assets and use them wisely.

To protect the physical and intellectual property of The Company from loss, damage, theft, vandalism, unauthorized use, copying, disclosure, or disposal, The Company must ensure proper business use only of company property and facilities.

This applies to The Company's property located at any Company.

The use of company facilities, equipment, supplies, or other property for personal purposes is strictly prohibited. Facilities or equipment may not be used for extracurricular activities during or after working hours. This includes athletics events, educational opportunities, or any other type of non-working activities.

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

#### **R. Theft, Misuse and Destruction of Property Policy**

The Company does not tolerate internal theft, destruction, or inappropriate use of any company assets, property, and services. The Company does not tolerate theft and/or destruction of employees' personal property.

The Company is not responsible for the personal property of its employees. Employees are responsible for safeguarding any personal property brought to work and kept on company premises.

#### **S. Return of Property**

Employees are responsible for all of The Company's property, materials, or written information issued to them or in their possession or control. All such property including original and duplicate copies of all documents, data, computer software and other written materials, must be returned by employees on or before their last day of work.

Employees are expected to take proper care of any company-provided equipment, tools, uniforms, or other property. Any such property must be returned in good repair.

If you leave The Company, either voluntarily or by termination, you are expected to return any company property in your possession. Failure to return company property may result in a deduction from the final paycheck (where allowed under state law) or legal action.

## **VII. Electronic Systems Usage and Monitoring**

All electronic systems, including telephones, voicemail, computers, e-mail, and the internet (collectively the “systems”) are the property of The Company and may be used for business purposes only unless otherwise specifically provided or permitted by this manual or employer. As the systems’ owner, The Company likewise owns any messages stored on the systems including, messages sent or received via any private email account(s) accessed on the systems. No employee has a personal privacy right in any matter created in, received by, sent over, or stored in the systems. Even though an employee may have a personal password and ability to delete messages as the employee chooses, the systems are owned and may be monitored by employer as necessary for business purposes. Any saved or unerased messages may be accessed and reviewed by The Company, local, state and/or federal government agencies or investigators upon legitimate request, or by private parties in litigation.

**EMPLOYEES SHOULD NOT HAVE ANY EXPECTATION OF PRIVACY IN ANY INFORMATION STORED, SENT FROM OR RECEIVED ON ANY COMPANY OWNED ELECTRONIC SYSTEM.**

All systems are subject to monitoring by The Company for a number of business reasons, including but not limited to the following:

- Retrieve business information;
- Route messages;
- Troubleshoot hardware or software problems;
- Prevent system misuse;
- Assure compliance with software distribution policies;
- Comply with legal and regulatory requests for information;
- Protect trade secrets; and
- Ensure quality control.
- All employees are additionally expected to use all systems in a way that does not violate the employment policies stated in this manual, including but not limited to unlawful harassment, workplace violence, and breach of confidentiality.

### **A. Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks during working time. “Electronic Communications” include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad, tablet, smart phone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back -up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “Systems.”

Employees may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Confidentiality of Customer Matters, Care of Customer Records, Non-Solicitation, and Distribution. Employees may not

use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats of violence or bullying, or derogatory comments; or any other message or image that may be in violation of company policies or federal, state, or local law.

In addition, employees may not use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download anything from the internet (including shareware or free software) without the advance written permission of your Manager;
- To download, save, send, or access any site or content that the company might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet during working time (see Social Media policy);
- To solicit employees or others during working time;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications during working hours; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mailbox, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer trade secrets or proprietary materials of the company or others without appropriate authorization.

Nothing in this policy is meant to restrict an employee's right to discuss the terms and conditions of his/her employment during non-working hours using non-company systems.

## **B. Telephone Use Policy**

It is the policy of The Company to implement and maintain phone service systems to meet the needs of customers, clients, and employees.

The Company's telephones are not to be used for personal calls except in case of emergency. Family and friends of employees should be instructed that an employee cannot receive telephone calls when on duty.

Personal cell phones must be kept on "silent" and in designated area. They may not be set out on the table or prep area.

The Company is in the guest service business and should keep Company phones free for conducting business. When employees are preoccupied with text messages and personal calls, the Company's guests and business suffer.

A manager or shift leader must approve phone calls during a tipped employee's shift (there are exceptions: parents, people caring for older or ill relatives, etc.). Tipped employees may share the restaurant's main land line telephone number with family as an emergency

contact. Local personal calls on the Company phones are permitted, but should be only for a minute or two and restricted to times that are less busy. Remember that personal calls on land lines should be kept brief and not be distraction to serving our guests.

Personal long-distance calls are prohibited from Company telephones at all times.

#### **C. Camera and Other Recording Devices Policy**

The Company prohibits the use of cameras, tape recorders, or other recording devices on company property without permission. The purpose is to protect the privacy of all employees and to ensure the security of confidential business information.

The Company reserves the right to install surveillance cameras for legitimate business purposes such as ensuring security or preventing theft.

The Company will not install cameras in areas where privacy is necessary, such as restrooms or changing areas. However, employees should not have an expectation of privacy on company property, especially in common or public areas.

Employees in violation of this policy will be subject to disciplinary action, up to and including termination.

#### **D. Cell Phone Policy**

Company employees are not permitted to use their personal cell phones and related features for personal reasons while on work duty, except in emergency situations.

#### **E. Software Policy**

The Company respects all computer software copyrights and to adhere to the terms of all software licenses to which The Company is a party.

Employees may not duplicate any licensed software or related documentation for use either on employer's premises or elsewhere unless employer is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject employee and/or The Company to both civil and criminal penalties under the United States Copyright Act.

Employees may not give software to any outsiders. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

#### **F. Employee Internet Usage Policy**

The nature of the Company's business requires that employees have access to the Internet. The Company provides electronic mail (e-mail) and internet access for work-related purposes to specified individuals based on job need within The Company as determined by area management.

The Company requires all employees granted such access to adhere to this and related policies to ensure proper, legal, and effective use of these electronic tools and resources.

All e-mail and internet information/language/etc. must comply with company policies and procedures, including, but not limited to, those on harassment, copyright law, trade secrets,

confidentiality, and The Company disclosure agreement.

Internet access by employees while working is limited to the Company's official business. The introduction of viruses, or malicious tampering with any computer system, is expressly prohibited. Any such activity will immediately result in termination of employment.

Employees using The Company's accounts are acting as representatives of The Company. As such, employees should act accordingly so as not to damage the reputation of the organization.

Files which are downloaded from the Internet must be scanned with virus detection software before installation or execution. All appropriate precautions should be taken to detect for a virus and, if necessary, to prevent its spread.

The truth or accuracy of information on the Internet and in e-mail should be considered suspect until confirmed by a separate reliable source.

Employees shall not place company material (copyrighted software, internal correspondence, etc.) on any publicly accessible Internet computer without prior permission.

Alternate Internet Service Provider connections to The Company's Internet network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security device(s).

The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third-party. Employees must exercise caution and care when transferring such material in any form.

Unless otherwise noted, all software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

Any infringing activity by an employee may be the responsibility of The Company. Therefore, The Company may choose to hold the employee liable for their actions.

The Company reserves the right to inspect an employee's computer system for violations of this policy.

Employees are subject to disciplinary action, including termination, for using the internet or viewing any downloaded materials in any way that would result in a violation of law or The Company's other policies set forth in this manual, including but not limited to unlawful harassment or discrimination toward another employee, workplace violence prevention, and interfering with an employee's work performance and job responsibilities.

## **G. Social Networking Policy**

The Company recognizes that you may use social networking websites or similar media including, but not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, etc. (hereinafter referred to as "personal websites").

The use of The Company's Internet to access personal websites is prohibited. Exceptions may be made when The Company sponsors a website for business reasons or otherwise approves a legitimate business use. Social networking and/or blogging may not occur on company property (computers or PDAs) and may not occur during normal work hours.

Employees who use personal websites on their own time are expected to refrain from harassing and discriminating other employees on these sites. Employees should not represent themselves as a representative of The Company on personal websites. Personal websites which indicate the employee's place of employment should include a disclaimer that the opinions provided do not represent the views of The Company. If an employee should mention a company product or service, the employee must disclose employee's relationship to The Company, per Federal Trade Commission guidelines.

## **VIII. GUEST RELATIONS FOR RESTAURANT PERSONNEL**

### **Expectations for Guests:**

- Personable welcoming, by whoever is near the door.
- Pleasant employee interaction, with smiles and eye contact.
- No delays in service, proper food preparation.
- Exceed guest's expectations.
- Teamwork. If employees work as a team the guests will notice. This will also increase tips, which means more money for all.

### **Exceeding Guests Expectations:**

- Build people's trust in you through personal appearance, knowledge (of menu, beer and wine selections and daily food and drink specials) and salesmanship.
- Through quick recognition, pace and showing a genuine concern.
- Add enjoyment to their dining experience through enthusiasm and personality.

### **Initial Greeting:**

- Acknowledge guest within 60 seconds of entering front door, if able.
- Make eye contact with all guests.
- Welcome them to the café
- For regulars or returning guests, thank them for coming back.

### **Reservations:**

If there is an inquiry for a large group reservation, please refer them to management. If management is not available, please refer them to our website.

### **Phone Usage:**

Our phones are used for business only. Employees are not to receive or make any personal phone calls.

### **Restrooms:**

All employees are expected to help maintain restroom cleanliness and tend to toilet paper, paper towels, soap or if the floors need attention, Please inform management as soon as possible.

## **Guest Complaints:**

All guest complaints, no matter how small, must be reported to management immediately.

## **Identification Required for purchasing/consuming alcohol**

Employees must card everyone who attempts to purchase any type of alcohol under the age of 45. The Company PROHIBITS any alcoholic beverage to be served to minors, even if their parent, guardian, or spouse accompanies them. Failure to request identification shall be grounds for immediate termination.

## **Parking:**

Employees may park anywhere but the main parking lot.

## **Personal Belongings:**

Employees should place a bag, backpack, or purse in the office. The Company is not responsible for stolen or damaged items, so please leave valuables elsewhere, if possible.

# **IX. HEALTH, SAFETY, AND SECURITY**

## **Sanitation:**

All employees must wash their hands when needed. This could be as many times as possible. This is for employee safety and health, as well as the customers.

The following steps must be used when washing hands:

- Turn the hot water on, wet your hands and apply a good amount of soap.
- Wash your hands very well and aggressively for at least 20 seconds. Make sure you wash your fingers, fingertips, hands, arms and areas in between.
- Completely rinse hands under clean, warm water.
- Dry hands with a paper towel and not your clothing. That will defeat the purpose of washing your hands.
- Turn water off with a paper towel and put paper towel in the trash can.

## **You should wash your hands:**

- Before your shift.
- Between jobs you have performed.
- After you take dishes to the kitchen.
- After using the restroom.
- Every time you touch your face, hair or body.
- After you pre-bus/bus a table.
- After you cough or sneeze.
- After you touch cleaning towels, work surfaces, eating, smoking, touching the trash, etc.

## **Security:**

- Make sure you know the emergency numbers or know where they are posted.
- Make sure your workplace is well lit.
- Make sure there are at least two employees to close at night.
- Keep background noise down so people are aware of any problem.
- Make sure doors are locked in restaurant before counting tips.
- Use the “buddy system” when walking to your transportation at night.
- Shift leads at night must keep the office door locked when counting money.

## **Cash Handling:**

- ☒ Make sure cash register area is in a clear, unobstructed view from the street.
- ☒ Do not count cash in front of customers. All money counting, this includes tips and banks, should be counted in the office.
- ☒ Excessive Overages and Shortages will lead to termination – theft will be prosecuted to the full extent of the law
- ☒ Please use the “buddy system” to transport cash to the office.
- ☒ It is absolutely 1st priority that your office and safes are locked when not in use by Management.
- ☒ No employee is to be allowed access without a Manager in the office for any reason.
- ☒ Failure to follow Cash Handling policy will result in termination.

## **Leaving the Property:**

Make sure all windows and doors are securely locked and the security alarm is activated. There should never be one person leaving the restaurant at a time in the evening. It is best to leave in a group. If this is not possible, at least two of you should leave at a time. If you decide to leave on your own, make sure a co-worker walks you to your vehicle.

## **X. COMPANY TRADE SECRETS AND CONFIDENTIAL INFORMATION**

All employees must maintain the confidentiality of The Company’s trade secrets. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Internal reports, policies, procedures, or other business-related confidential communications should not be posted online by employees without The Company’s authorization. If you are uncertain whether information is confidential, you should consult Management.

Employees shall not disclose the Company’s confidential information to any other person or entity without the express written permission of Management.

## **XII. ALTERNATIVE DISPUTE RESOLUTION/CLASS ACTION WAIVER**

### **A. Dispute Resolution**

The Company and Employee, while not anticipating any particular problems during the employment relationship wish to outline a way to resolve any disputes that may arise out of or be related to the employment relationship.

All claims, disputes, controversies, or disagreements of any kind whatsoever including any claim arising out of, in connection with, or related to the employment relationship, and/or employees employment with Employer, including any claim that may arise between, Employee and any of Employer's officers, employees, managers, owners or agents in their capacity as such, shall be subject to the following alternative dispute process:

**Informal Mediation:** Upon a request from either Employee or the Company, Employee and the Company shall promptly meet to discuss the dispute and attempt to negotiate a resolution of the dispute.

**Mediation before a Mediator:** If Employee and the Company are not able to achieve a resolution of the dispute within 30 days of the meeting or 30 days after request for a refused meeting, Employee and the Company agree to appoint a neutral mediator and attempt to resolve the dispute through mediation with a private mediator in Harris County, Texas. Employee and the Company agree to use reasonable efforts to select a mutually acceptable mediator and Employer shall pay the mediation fee.

Employee and the Company agree to conduct the mediation within 60 days of their meeting (or 30 days after request for a refused meeting) referenced above.

**Arbitration:** If Employee and the Company are unable to achieve a resolution of any dispute, Employee and the Company agree to resolve any disputes relating to or arising out of this Agreement, through binding arbitration, using one (1) mutually acceptable private arbitrator in Harris County, Texas, or in the absence of agreement, (ii) in accordance with selection rules of the American Arbitration Association for one (1) arbitrator.

The Arbitration shall be conducted in accordance with the Texas Rules of Civil Procedure and governed by the Federal Arbitration Act. The Arbitration shall be brought under the American Arbitration Association Rule for Employment/Workplace Cases. The maximum cost to Employee to arbitrate shall be governed by the AAA. Employer agrees to pay Employees share to arbitrate upon request from Employee.

Employee agrees that final and binding arbitration is the exclusive final means for resolving the Claims outlined in this Agreement and waives all rights Employee may have to a civil court action on any dispute arising out of or related to the employment relationship. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury, subject to all applicable terms of this ADR. The ADR as set forth and agreed survives termination of this Employee's employment and shall be fully enforceable.

Employee and the Company shall each pay for their own attorneys' fees or costs of representation for purposes of the mediation and arbitration unless otherwise provided by law or other terms of this Agreement.

## **B. Waiver Of Collective Action, Class, or Consolidated Claims**

**BY ACCEPTING OR CONTINUING EMPLOYMENT WITH THE COMPANY, EMPLOYEE WAIVES THE RIGHT TO RECEIVE NOTICE OF, CONSENT TO, PARTICIPATE IN, OR PARTICIPATE IN OR RECEIVE SETTLEMENT OF ANY CLAIM AGAINST THE COMPANY ARISING OUT OF OR RELATED TO**

**EMPLOYMENT AS PART OF A COLLECTIVE, REPRESENTATIVE, PUTATIVE CLASS OR CLASS ACTION,  
WHETHER IN ARBITRATION OR IN A COURT OF COMPETENT JURISDICTION.**

The arbitrator shall not have the authority to authorize or preside over any form of a class, collective or representative proceeding. The arbitrator may only hear claims brought individually by a single person and does not have the authority to hear claims in a class, collective or representative proceeding or to consolidate such claims.

**C. Covered Claims**

Claims covered by the ADR provision and waiver include, but are not limited to the following; alleged violations of federal, state, or local constitutions, statutes, regulations, or ordinances, including, but not limited to, allegations of sexual harassment, discrimination, a breach of a contractual obligation, claims or disputes related to compensation, wages, and/or overtime, common law tort claims and alleged violations of public policy. The following are expressly excluded from the ADR provision and are not covered by this Agreement: claims or allegations related to workers' compensation or unemployment insurance, administrative claims filed with government agencies such as the Equal Employment Opportunity Commission or the National Labor Relations Board and claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure.

# **EMPLOYEE ACKNOWLEDGEMENT**

I, Jhon Smith (**Name will be Replace**) , acknowledge receiving and reviewing the Company's Employee Handbook. I clearly understand that this policy handbook does not create a contract for employment with the Company, and that the Company may change or modify the policies and procedures in this handbook at any time, with or without prior notice.I, Jhon Smith (**Name will be Replace**) , state that English is my second language and that I have been advised to ask for a translation of these policies in my native language. By affixing my initials below and signing this acknowledgment form, I state that I have (mark one)Jhon Smith (**Name will be Replace**) declined to have the EMPLOYEE HANDBOOK translated into my native language.Jhon Smith (**Name will be Replace**) asked for and received translation of the policies included in the EMPLOYEE HANDBOOK into my native language.I have read and/or received a translation of the policies contained in the EMPLOYEE HANDBOOK and understand the policies identified below and agree to abide by the Company's rules and regulations during my employment with the Company.I understand that violating the policies and rules set out in this handbook may lead to discipline, up to and including termination.

**Policy/Procedure Received and  
Understood**

**Employee Initials**

Tip Credit Notice	dfgd
Credit Card Fee	fgdfg
Policy Against Harassment in the Workplace	dfg
Policy Regarding Violence in the Workplace and Weapons Policy	dfgdf
Consent and Release for Reasonable Workplace Searches	gdfg
Workplace Violence	dfg
Drug Free Workplace and Drug/Alcohol Testing	dfgdfg
Remote Work Policy	dfg
Electronic Systems Usage	dfgdf
Alternative Dispute Resolution/Class Action Waiver	gdfg

EMPLOYEE SIGNATURE



DATE

2023-11-16

## **NOTICE TO EMPLOYEES REGARDING EMPLOYEE CLASS WAIVER AND ARBITRATION AGREEMENT**

## **AVISO A LAS EMPLEADAS CERCA DE ACUERDO DE ARBITRAJE Y RENUNCIA DE CLASE DEL EMPLEADO**

If English is not your native language and/or you are unable to read and understand the Employee Class Waiver and Arbitration Agreement written in English, you have a right to request a translation of the policies contained in this Policy. You should request a translation of these policies if you are unable to read and understand English because you must understand the policies contained in the Policy and agree to be bound by the policies to be employed by the Company.

Si inglés no es su lengua natal y/o si usted no puede leer y entender el Acuerdo de arbitraje y renuncia de clase del empleado escrita en inglés, usted tiene el derecho de solicitar una traducción de las polizas contenidas en este Poliza. Usted debe de solicitar una traducción de estas polizas si usted no puede leer y entender inglés, porque usted debe de entender las polizas contenidas en la Poliza y acordar en ser atado a la poliza para ser empleado de la compañía.

Employee – check box as appropriate **Jhon Smith (Name will be Replace)** Empleado Marque la casilla según corresponda

Checked

I declined to have the Employee Class Waiver and Arbitration Agreement read to me in my native language. I understand that by signing this acknowledgment and the Class Waiver and Arbitration Agreement I am waiving my right to a jury trial and agree to take any disagreement I may have with my employer to Arbitration. I also understand that I will not be able to bring suit in a group with others regarding my employment or to participate in a group settlement. Any dispute I have with my employer must be brought by me alone in an arbitration.

Employee Signature



Employee Printed Name

dfgdfgd

Translator Signature

Translator Printed Name

fgdfgdfg



# **DISPUTE RESOLUTION AGREEMENT**

Employee, Jhon Smith (Name will be Replace) , and Employer, Kirkwood Ops LLC, for good and valuable consideration agree as follows:

## **1. ALTERNATIVE DISPUTE RESOLUTION ("ADR").**

anticipating any particular problems during the employment relationship wish to outline a way to resolve any disputes that may arise between them regarding this Agreement, including disputes arising out of or related to the relationship between the parties. All claims, disputes, controversies, or disagreements of any kind whatsoever including any claim arising out of, in connection with, or related to this Agreement, and/or employees employment with Employer pursuant to this Agreement, including any claim that may arise between, Employee and any of Employer's officers, employees, managers, owners or agents in their capacity as such, shall be subject to the following alternative dispute process:

### **A. Informal Mediation:**

Upon a request from any party to this Agreement, the parties shall promptly meet to discuss the dispute and attempt to negotiate a resolution of the dispute.

### **B. Mediation before a Mediator:**

If the parties are not able to achieve a resolution of the dispute within 30 days of the meeting or 30 days after request for a refused meeting, the parties agree to appoint a neutral mediator and attempt to resolve the dispute through mediation with a private mediator in Harris County, Texas. The parties agree to use reasonable efforts to select a mutually acceptable mediator and Employer shall pay the mediation fee.

The parties agree to conduct the mediation within 60 days of their meeting (or 30 days after request for a refused meeting) referenced above.

## **C. Arbitration:**

If the parties are unable to achieve a resolution of any dispute, the parties agree to resolve any disputes relating to or arising out of this Agreement, through binding arbitration, using one (1) mutually acceptable private arbitrator in Harris County, Texas, or in the absence of agreement, (ii) in accordance with selection rules of the American Arbitration Association for one (1) arbitrator.

The Arbitration shall be conducted in accordance with the Texas Rules of Civil Procedure and governed by the Federal Arbitration Act. The Arbitration shall be brought under the American Arbitration Association Rule for Employment/Workplace Cases. The maximum cost to Employee to arbitrate shall be governed by the AAA. Employer agrees to pay Employees share to arbitrate upon request from Employee.

Employee agrees that final and binding arbitration is the exclusive final means for resolving the Claims outlined in this Agreement. This Agreement is a waiver of all rights Employee may have to a civil court action on any dispute outlined by this Agreement. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury, subject to all applicable terms of this ADR. The ADR as set forth and agreed survives termination of this Employee's employment and shall be fully enforceable.

Employee and Employer shall each pay for their own attorneys' fees or costs of representation for purposes of the mediation and arbitration unless otherwise provided by law or other terms of this Agreement.

## **2. WAIVER OF CLASS CLAIMS**

EMPLOYEE WAIVES THE RIGHT TO PARTICIPATE, RECEIVE NOTICE OF, CONSENT TO OR SETTLE ANY CLAIM AGAINST EMPLOYER ARISING OUT OF OR RELATED TO EMPLOYMENT AS PART OF A COLLECTIVE, REPRESENTATIVE, PUTATIVE CLASS OR CLASS ACTION, OR ANY CONSOLIDATED ACTION WHETHER IN ARBITRATION OR IN A COURT OF COMPETENT JURISDICTION.

The arbitrator shall not have the authority to authorize or preside over any form of a class, collective or representative proceeding. The arbitrator may only hear claims brought individually by a single person and does not have the authority to hear claims in a class, collective or representative proceeding.

## **3. COVERED CLAIMS:**

Claims covered by the ADR provision and waiver include, but are not limited to the following; alleged violations of federal, state, or local constitutions, statutes, regulations, or ordinances, including, but not limited to, allegations of a breach of a contractual obligation, claims or disputes related to compensation, common law tort claims and alleged violations of public policy. While Contractor has no employment relationship with and is not employed by Sierra the following are expressly excluded from the ADR provision and are not covered by this Agreement: claims or allegations related to workers' compensation or unemployment insurance, administrative claims filed with government agencies such as the Equal Employment Opportunity Commission or the National Labor Relations Board and claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure.

# **DISPUTE RESOLUTION AGREEMENT**

## **AVISO A LAS EMPLEADAS CERCA DE ACUERDO DE ARBITRAJE Y RENUNCIA DE CLASE DEL EMPLEADO**

If English is not your native language and/or you are unable to read and understand the Employee Class Waiver and Arbitration Agreement written in English, you have a right to request a translation of the policies contained in this Policy. You should request a translation of these policies if you are unable to read and understand English because you must understand the policies contained in the Policy and agree to be bound by the policies to be employed by the Company.

Si inglés no es su lengua natal y/o si usted no puede leer y entender el Acuerdo de arbitraje y renuncia de clase del empleado escrita en inglés, usted tiene el derecho de solicitar una traducción de las polizas contenidas en este Poliza. Usted debe de solicitar una traducción de estas polizas si usted no puede leer y entender inglés, porque usted debe de entender las polizas contenidas en la Poliza y acordar en ser atado a la poliza para ser empleado de la compañía.

Employee – check box as appropriate Jhon Smith (Name will be Replace) Empleado Marque la casilla según corresponda

Checked

I declined to have the Employee Class Waiver and Arbitration Agreement read to me in my native language. I understand that by signing this acknowledgment and the Class Waiver and Arbitration Agreement I am waiving my right to a jury trial and agree to take any disagreement I may have with my employer to Arbitration. I also understand that I will not be able to bring suit in a group with others regarding my employment or to participate in a group settlement. Any dispute I have with my employer must be brought by me alone in an arbitration.

Employee Signature

Employee Printed Name

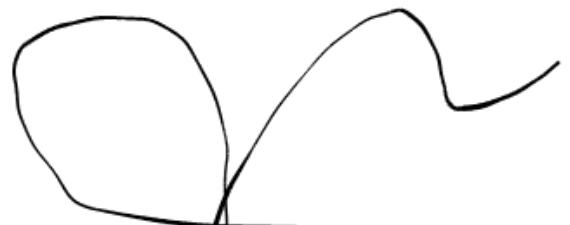
dgdg



Translator Signature

Translator Printed Name

dfgdfg



USCIS

Form I-9

OMB No.1615-0047

Expires 07/31/2026

# Employment Eligibility Verification

Department of Homeland Security

**START HERE:** Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in

**Section 1**, or specify which acceptable documentation employees must present for

**Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

## **Section 1. Employee Information and Attestation:**

Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.

Last Name : First Name (Given Name)

dfgdfg dfgdfg

Middle Initial Other Last Names Used

dfgdfg dfgdfg

Address Apt. Number

ddfgdfg 56456

City or Town State ZIP Code

dfgdfg dfgdfg 456456

Date of Birth U.S. Social Security Number

2023-11-23 3565654

Employee's Email Address Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.

Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):

Checkbox label

2. A noncitizen national of the United States (See Instructions.)

If you check Item Number 4., enter one of these:

USCIS A-Number	Form I-94 Admission Number	Foreign Passport Number and Country of Issuance
OR	OR	
dfgdfg	dfgdfg	dfgdfgdfg

Signature of Employee

Today's Date



2023-11-12

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3

---

## Section 2. Employer Review and Verification:

Employers or their authorized representative must complete and sign Section 2 within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

## List A

Document Title 1

dfgdfg

Issuing Authority	Document Number	Expiration Date
dfgdfg	54645645	

Document Title 2 (if any)

dfgdfg

Issuing Authority	Document Number	Expiration Date
dfgdfg	456456	2023-11-23

Document Title 3

dfgdfg

Issuing Authority	Document Number	Expiration Date (if any)
dfgdfg	45645645	2023-11-14

## List B

Document Title 1

dfgdfg

Issuing Authority	Document Number	Expiration Date
dfgdfg	456456	2023-11-14

## List C

Document Title 1

dfgdfg

Issuing Authority	Document Number	Expiration Date (if any)
dfgdfg	56456456	2023-11-14

Additional Information

gdfgdfg

## Certification:

I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.

First Day of Employment

Last Name, First Name and Title of Employer

2023-11-15

dfgdfg

Signature of Employer or Authorized Representative

Today's Date



2023-11-17

Employer's Business or Organization Name

dfgdfg

Employer's Business or Organization Address, City or Town, State, ZIP Code

dfgdfg

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

## LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	<b>OR</b>	<b>LIST B</b> <b>Documents that Establish Identity</b>	<b>AND</b>	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		A Social Security Account Number card, unless the card includes one of the following restrictions:  (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machinereadable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:  a. Foreign passport; and  b. Form I-94 or Form I-94A that has the following:  (1) The same name as the passport; and  (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)

6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

6. Military dependent's ID card

6. Identification Card for Use of Resident Citizen in the United States (Form I-179)

7. U.S. Coast Guard Merchant Mariner Card

7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on [uscis.gov/i-9-central](http://uscis.gov/i-9-central). The Form I-766, Employment Authorization Document, is a List A, Item Number 4, document, not a List C document.

8. Native American tribal document

9. Driver's license issued by a Canadian government authority

**For persons under age 18 who are unable to present a document listed above:**

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

## Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period. For receipt validity dates, see the M-274.

<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>• Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	<b>OR</b>	<p>Receipt for a replacement of a lost, stolen, or damaged List B document.</p>	<p>Receipt for a replacement of a lost, stolen, or damaged List C document.</p>
--	-----------	---	---

**\*Refer to the Employment Authorization Extensions page on I-9 Central for more information.**



USCIS

Form I-9

Supplement A

OMB No.1615-0047

Expires 07/31/2026

# Supplement A Preparer and/or Translator Certification for Section 1

## Department of Homeland Security

U.S.Citizenship and Immigration Services

Last Name (Family Name) from  
Section 1.

dfgdgf

First Name (Given Name) from  
Section 1.

dfgdgf

Middle initial from Section 1.

dfgdgf

**Instructions:** This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator

Date (mm/dd/yyyy)



2023-11-17

Last Name (Family Name)

First Name (Given Name)

Middle Initial (if any)

dfgdf

gdfg

dfgdfg

Address (Street Number and Name)

City or Town

State

ZIP Code

dfgdfg

dfgdfg

dfgdfg

34534543



USCIS

Form I-9

Supplement B

OMB No.1615-0047

Expires 07/31/2026

# **Supplement B Reverification and Rehire (formerly Section 3)**

**Department of Homeland Security**

U.S.Citizenship and Immigration Services

Last Name (Family Name) from  
Section 1.

First Name (Given Name) from  
Section 1.

Middle initial (if any) from  
Section 1.

dfgdfgdf

gdfg

dfgdfg

**Instructions:** This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#).

Date of Rehire (if applicable)	Last Name (Family Name)	Last Name (Family Name)	Middle Initial
2023-11-20	dfgdfg	dfgdfg	dfgdfg

**Reverification:** If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number	Expiration Date
dfgdfgd	5645645	

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
dfgdfg		2023-11-14

GENERATE PDF



# Company Name New Employee Onboarding Form

---

## Personal Information:

Full Name:

sdfsdf

City:

sdfsdf

State:

sdfsdfsdf

ZIP Code:

45345

Phone Number:

34534543

Email Address:

546dghdfgh@dfgdfgfd

Address:

sdfsdf

---

## Emergency Contact Information:

Emergency Contact Name:

Relationship:

Phone Number:

sdfsdfsdf

sdfsdfds

453454

---

## Employment Details:

Start Date: Department/Team:

2023-11-09 df sdfsd

Manager/Supervisor: Employee ID (if applicable):

sdfsdfs fsdfs

---

## Tax Information:

Social Security Number: Department/Team:

4543534 fg dsfsdfsd

Federal Tax Withholding (W-4) Status:

Married

---

## Direct Deposit Information:

Bank Name: Routing Number: Account Number:

sdfsdf 345345 34543

## **Benefit Elections:**

Health Insurance:

Enroll

Dental Insurance:

Enroll

Vision Insurance:

Decline

Retirement Plan:

Decline

---

## **Acknowledgment of Company Policies:**

I acknowledge that I have received and read the following company policies and agree to abide by them:

- Employee Handbook
  - Code of Conduct
  - Confidentiality Agreement
  - Safety Guidelines
- 

## **Additional Information:**

Do you have any allergies or medical conditions that the company should be aware of?

No

Signature

Date:

2023-11-16



By signing above, I confirm that the information provided is accurate and complete to the best of my knowledge. I understand that I am responsible for reviewing and complying with all company policies and procedures.

This onboarding form covers basic employee information, tax details, direct deposit, benefit elections, and acknowledgment of company policies. You can customize this form to match your company's specific onboarding process and requirements. Additionally, it's important to keep sensitive information secure and compliant with data protection regulations.



## LAPASHA HOSPITALITY GROUP EMPLOYEE HANDBOOK Effective 6/\_\_\_\_/2023

If English is not your native language and/or you are unable to read and understand the Employee Handbook written in English, you have a right to request a translation of the policies contained in this Handbook. You should request a translation of these policies if you are unable to read and understand English because you must understand the policies contained in the Handbook and agree to be bound by the policies to be employed by the Company

Si inglés no es su lengua natal y/o si usted no puede leer y entender la Guía de Empleado escrita en inglés, usted tiene el derecho de solicitar una traducción de las polizas contenidas en este Guía. Usted debe de solicitar una traducción de estas polizas si usted no puede leer y entender inglés, porque usted debe de entender las polizas contenidas en la Guía y acordar en ser atado a las polizas para ser empleado de la compañía.

# TABLE OF CONTENTS

<b>I. EMPLOYMENT PROCESS</b>	<b>6</b>
A. Nature of Employment .....	6
B. Equal Opportunity Employer .....	7
C. Immigration Law Compliance and Employment Eligibility Verification .....	7
D. Employment Reference Checks .....	7
E. Employment Applications .....	8
F. Pre-Employment Drug Screening .....	8
G. Hiring of Relatives .....	8
H. Employee Personal Relationships .....	8
<b>II. EMPLOYMENT STATUS</b>	<b>9</b>
A. Employment Categories .....	9
B. Exempt and Nonexempt Status .....	9
C. Work Status Categories .....	9
D. Tipped Employees .....	10
E. Employee Performance Evaluation .....	10
F. Employee Access to Personnel Records .....	11
G. Personnel Data Changes .....	11
<b>III. EMPLOYEE BENEFIT PROGRAMS AND LEAVE</b>	<b>11</b>
A. Employee Benefits .....	11
B. Employee Meals .....	11
C. Vacation .....	12
D. Benefits Continuation (COBRA) .....	12
E. Family and Medical Leaves of Absence .....	12
F. Jury Duty .....	16
G. Time Off To Vote .....	17
H. Military Leave .....	17
I. Lactation Breaks .....	17
<b>IV. TIMEKEEPING/PAYROLL</b>	<b>18</b>
A. Payroll .....	18
B. Timekeeping .....	18
C. Time Clock Policy .....	18
D. Administrative Pay Corrections .....	19
E. Business Travel Expenses .....	19

## **V. WORK HOURS AND CONDITIONS**

20

A. Work Hours .....	20
B. Attendance and Punctuality .....	20
C. Overtime .....	21
D. Meal Periods and Breaks .....	21
E. Visitors in the Workplace .....	21
F. Solicitation .....	22
G. Alcohol Consumption by Employees & Dram Shop Responsibilities .....	22
H. Employees Engaged In Retail Sale Of Cigarettes, E-Cigarettes, And Tobacoo Products .....	22
I. Tipped Employees Uniforms .....	23
J. Dress and Grooming .....	23

## **VI. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

24

A. Business Ethics and Conduct .....	24
B. Gifts, Favors, or Similar Items .....	24
C. Conflicts of Interest .....	25
D. Policy on Harassment or any other form of Unlawful Discrimination .....	26
E. Definition of Harassment .....	26
F. Sexual Harassment .....	26
G. Anti-Discrimination Policy .....	27
H. How to Report Harassment or any other form of Unlawful Discrimination .....	27
I. Investigation Process .....	27
J. Accommodations under the Americans with Disabilities Act or Pregnant Works Fairness Act .....	29
K. Workplace Violence Prevention .....	29
L. Weapons Prohibition Policy .....	30
M. Drug and Alcohol-Free Workplace Policy .....	30
N. Security Inspections .....	33
O. Professional Conduct Policy .....	33
P. Disciplinary Action .....	34
Q. Use of Company Property Policy .....	35
R. Theft, Misuse and Destruction of Property Policy .....	35
S. Return of Property .....	36

## **VII. ELECTRONIC SYSTEMS USAGE AND MONITORING**

36

A. Acceptable Use of Electronic Communications .....	37
B. Telephone Use Policy .....	38
C. Camera and Other Recording Devices Policy .....	38
D. Cell Phone Policy .....	39

E. Software Policy .....	39
F. Employee Internet Usage Policy .....	39
G. Social Networking Policy .....	40

## **IX. HEALTH, SAFETY, AND SECURITY** ..... 41

SANITATION: ..... 41

CASH HANDLING: ..... 42

LEAVING THE PROPERTY: ..... 42

## **X. COMPANY TRADE SECRETS AND CONFIDENTIAL INFORMATION** ..... 43

## **XII. ALTERNATIVE DISPUTE RESOLUTION/CLASS ACTION WAIVER** ..... 43

A. Dispute Resolution ..... 43

B. Waiver Of Collective Action, Class, or Consolidated Claims ..... 44

C. Covered Claims ..... 44

## **EMPLOYEE ACKNOWLEDGEMENT** ..... 45

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# **WELCOME**

Employees who work at LaPasha Lounge and Grill, Nara Café, and Patio by LaPasha:

Welcome to our family!

Our mission is to offer an exceptional Mediterranean dining experience with a high-end vibe, family-friendly environment, and spacious patios. We aim to delight guests with authentic cuisine, including savory mezes and succulent kebabs, while providing a warm and welcoming atmosphere. From the rich flavors of the Mediterranean to the timeless tradition of hookah, we strive to exceed expectations and become the premier destination for a memorable dining experience.

Our success as a team depends on clear communication and understanding. To help you with some basics, we've prepared this policy manual which you should read and refer to often. If you have questions about our policies, please don't hesitate to ask a manager.

These policies set the ground rules for a safe and pleasant work environment. In these pages, you will learn what we expect from you. Your adherence to these policies may affect your performance evaluations and continued employment. You will also learn what you can expect from us, such as certain rights and benefits; and how to resolve conflicts if they arise. Ultimately, these policies help our team focus on the reason we come to work each day – our guests.

Again, welcome to the team. I hope you find success and fulfillment in our company.

Sincerely,

La Pasha Management

## I. EMPLOYMENT PROCESS

These policies have been revised and are effective as of March 1, 2023. This manual supersedes all prior versions of The Company's employee manual. No employee manual can anticipate every circumstance or question regarding employment policies. As our organization continues to grow, the need may arise and The Company reserves the right to revise, supplement, or rescind any policies or portions of the employee manual from time to time as appropriate, in their sole and absolute discretion. Employees will, of course, be notified of any future changes to the manual as they occur.

### A. Nature of Employment

Employees are an employee of the respective restaurant entity by which they are employed. These entities are collectively referred to as "the Company" or "Employer" through out this handbook.

Kirkwood Ops, LLC is the operating entity of LaPasha Lounge and Grill.

Fondren Ops, LLC is the operating entity of Nara Café.

FESS Beverly Ops, LLC is the operating entity of Patio by LaPasha.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT -WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the HR Department or President of the Company.**

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, coerce employees or unlawfully restrict an employee's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. This manual is confidential company information and company property.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of The Company's President. The Company has the right to unilaterally change or delete any practice, policy, procedure, or rule within or not within this manual.

### B. Equal Opportunity Employer

The Company provides equal employment opportunity to all individuals and to not discrimination against anyone regardless of race, color, religion, sex, age, national origin,

disability, pregnancy, military status, veteran status, or any other characteristic or class. The Company's equal employment policy, however, does not amount to consent to be bound by any laws to which it is not subject, submit to the jurisdiction of any administrative agency responsible for the enforcement of federal law, or submit to the jurisdiction of any federal court interpreting such laws until such time as the Company employs fifteen employees.

Any employee with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of their immediate supervisor or the Administrator. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **C. Immigration Law Compliance and Employment Eligibility Verification**

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. The Company is required to comply with federal laws and regulations concerning verification of employment eligibility and associated record keeping of all employees hired to work in the United States. The law applies to both United States citizens and non-citizens.

The Citizenship and Immigration Services Employment Eligibility Verification (Form I-9) is required for all new employees. Form I-9 are completed according to the instructions provided on the form and related legal requirements. Any employee who has been terminated and removed from payroll must complete a new I-9 if the employee is subsequently rehired.

Employees with questions or seeking more information on immigration law issues are encouraged to contact their supervisor, the Administrator or Human Resource Coordinator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **D. Employment Reference Checks**

To ensure that individuals who join the employer are well qualified and have a strong potential to be productive and successful, it is the policy of The Company to check the employment references of applicants.

The Company will respond in writing only to those reference check inquiries that are submitted in writing. Unless otherwise required to be disclosed by legal process (e.g., subpoena), responses to such inquires will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry. All job reference inquiries by prospective employers should be directed to The Company's President.

### **E. Employment Applications**

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

## **F. Pre-Employment Drug Screening**

The Company may require prospective employees to pass a pre-employment drug screen as a condition of employment prior to their start date. The Company will not hire individuals who test positive for the illegal use of a controlled or synthetic substance.

Individuals who report to work under the influence of drugs and/or alcohol may be required to submit to a drug test. If this occurs, an agent of the Company will transport the employee to an approved testing facility. Testing will be conducted in accordance with the law.

## **G. Hiring of Relatives**

The employment of relatives in an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside work environment can be carried into day-to-day working relationships. Therefore, The Company discourages the employment of relatives, but will permit such employment of relatives if: (1) such relationship is fully disclosed; and (2) such employment is approved by Management.

For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **H. Employee Personal Relationships**

What employees do on their own time away from work is private unless it negatively impacts their performance in the workplace. The manner in which you conduct yourselves at work is subject to company policies and procedures. Consequently, the Company strictly prohibits personal relationships of a romantic nature between an employee and any other employee in a supervisor position with relation to that employee. The Company also strongly discourages peer to peer relationships of a romantic nature.

While The Company reserves the right to terminate any employee who violates this policy, The Company acknowledges such relationships may occur. Any employee who becomes involved in a romantic relationship with another employee shall immediately disclose such relationship by contacting Human Resources as set forth below depending on which location employed:

**Patio by La Pasha**

[admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café**

[admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:**

[admin@lapashalounge.com](mailto:admin@lapashalounge.com)

Each employee will be required to execute a Consensual Relationship Agreement in which each employee:

1. acknowledges this Policy;

2. confirms that entering into the relationship is consensual and has not been made a condition of their employment,
3. agrees to abide by the Company's sexual harassment policy;
4. agrees to refrain from personal conduct on company premises that creates tension with co-workers or causes other employees to feel uncomfortable or offended; and
5. acknowledges that if a conflict of interest is present in a relationship, The Company will endeavor to find a solution to eliminate the conflict of interest so that one person is no longer able to unduly influence or favor the other. (Such solution may include transfer or relocation of one of the employees to another department or location, or change the reporting structure, if feasible and available. If reasonable alternatives are not available or feasible, The Company may require one or both of the employees to resign or be terminated.)

## **II. EMPLOYMENT STATUS**

### **A. Employment Categories**

It is the intent of The Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and The Company. These categories are also subject to change as necessary from time to time.

### **B. Exempt and Nonexempt Status**

Each employee is designated as either NONEXEMPT or EXEMPT from overtime pay under applicable federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. The exemption applies to executive, administrative and professional employees as defined by the Federal Fair Labor Standards Act. Employees classified as exempt are excluded from the payment of overtime and are paid on a salary basis. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by The Company.

### **C. Work Status Categories**

In addition to the above categories, each employee will be classified under one of the following 3 employment categories:

**REGULAR FULL-TIME** employees are those who are not in a temporary status and who are regularly scheduled to work employer's full-time schedule. Generally, they are eligible for employer's benefit package, subject to the terms, conditions, and limitations of each benefit program. This category includes employees who work an average of at least 30 hours or more per week as part of their work schedule.

**REGULAR PART-TIME** employees are those who work an average of less than 30 hours per week as part of their work schedule. These employees are not eligible for employment

related benefits.

#### **D. Tipped Employees**

**Tip Credit Notice** Employer utilizes the tip credit provision permitted by the Fair Labor Standards Act. Under this provision, you will be paid a base hourly rate of \$7.25. Employer will claim a tip credit of \$5.12 per hour and the minimum cash wage (currently \$2.13/hour) which is the maximum allowed by federal law.

Under the Act, we are required to notify you of our intention to utilize the tip credit. This provision serves as notification of Employer's use of the tip credit and your signature to this manual confirms your receipt of and understanding of the Employer's use of the tip credit.. You also should know that the additional amount claimed by Employer on account of tips as the tip credit may not exceed the value of the tips received by you.

**Credit Card Fee** Credit card tips are subject to a credit card fee which will be deducted from such tips.

**Tax Reporting** Finally, you should be aware that the IRS requires employees to report all of their tips as taxable income on annual tax returns.

**Disputes** Employees who believe they have not received all tips due to them should immediately report the issue to the restaurant manager. If the restaurant manager does not respond or address the issue the employee should report the issue to Human Resources as follows:

**Patio by La Pasha** [admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café** [admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:** [admin@lapashalounge.com](mailto:admin@lapashalounge.com)

#### **E. Employee Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are generally conducted annually, providing both supervisors and employees the opportunity to discuss performance and any appropriate performance improvement plans, goals, and objectives. Evaluations may be written or oral. The performance review process is also a tool to evaluate the appropriateness of changes in an employee's wage rate, salary, or other compensation.

#### **F. Employee Access to Personnel Records**

Employees' access to his or her personnel file will be permitted consistent with the laws of the State of Texas or in which the employee is located.

Many of the records that The Company maintains, including information about employees, are considered confidential information, and cannot be openly shared

Employees have the right to request certain types of records under the Occupational Safety and Health Administration (OSHA) regulations. This includes, but is not limited to, copies of the current or stored OSHA 300 Logs as described in 29 CFR 1904.35 and certain records described in 1919.1020, Access to employee exposure and medical records.

#### **G. Personnel Data Changes**

It is the responsibility of each employee to promptly notify The Company of any changes in personnel data.

Notify your supervisor or Administrator when there are changes to the following:

- Your name
- Your home address and/or telephone number
- The person to notify in an emergency
- Your marital status (including divorce)
- Your number and name of dependents
- Tax form W-4 changes
- Successful completion of any accredited courses, seminars, and workshops Other such status reports

Failure to notify The Company of changes to your contact information may create delays in providing certain benefits.

### **III. EMPLOYEE BENEFIT PROGRAMS AND LEAVE**

#### **A. Employee Benefits**

Eligible employees are provided a wide range of benefits. A number of the programs (such as Social Security, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Management can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee manual.

#### **B. Employee Meals**

- When any employee is working they can receive a 50% discount on food.
- When any employee is NOT working they can receive a 25% discount on food
- This discount applies to EMPLOYEES ONLY, not friends and family.

#### **C. Vacation**

**Vacation:** Employer does not offer paid vacation for non-exempt or hourly employees or tipped employees. Requests for time off should be submitted to the location manager. Time off shall be granted as per the staffing needs and schedule of the location at which the employee works.

Vacations may not be permitted on certain black-out dates.

Requests for time off must be submitted to the location manager or Director of Operations in writing three weeks prior to the anticipated vacation day, unless otherwise not practicable.

The Company will make every effort to accommodate properly requested time off but does not guarantee every request.

**Sick Leave/Paid Time Off for Managers** Managers are eligible for up to two (2) paid sick days and one week (5 business days) Paid Time Off commensurate with their tenure and experience.

#### **D. Benefits Continuation (COBRA)**

The Company will abide by the Consolidated Omnibus Budget Reconciliation Act ("COBRA") providing COBRA coverage for those employees who are qualified beneficiaries.

#### **E. Family and Medical Leaves of Absence**

The Company complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact Management.

## **Eligibility**

To be eligible for leave under this policy, employees must meet all of the following requirements:

- Have worked at least twelve (12) months for The Company.
- Have worked at least 1,250 hours for The Company over the twelve (12) months preceding the date the leave would commence.
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

## **Reasons for Leave**

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

## **Amount of Leave**

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the company may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

## **Intermittent Leave or a Reduced Work Schedule**

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

## **Employee Notice Requirement**

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department manager or HR manager.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and

customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.

## **Designation of FMLA Leave**

Within five business days after the employee has submitted the required certification or other documentation, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

## **Employee Status and Benefits During Leave**

The Company will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums, if applicable. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the company will discontinue coverage during the leave. If the company maintains coverage, the company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

## **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

## **Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of The Company pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

## **Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **Definitions**

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

**Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

**Child** means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

**Qualifying exigency** includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

**Covered active duty** for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

**The next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

**Serious injury or illness** is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

#### **F. Jury Duty**

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required, and will not interfere, discharge, or discourage an employee who is summoned to serve on a jury. If desired, exempt/management employees may use any available paid time off (PTO) to cover time off for jury duty. Otherwise, jury duty will be unpaid regardless of the length of such duty.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits and as soon as practical after release from jury service. Either The Company or the employee may request an excuse from jury duty if, in employer's judgment, the employee's absence would create serious operational difficulties.

The employee must notify his or her supervisor each day he or she is scheduled to report for jury duty.

Jury Duty leave is unpaid. The employee may elect to utilize vacation time for all or part of the jury duty.

#### **G. Time Off To Vote**

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, employer will grant up to 2 hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least 2 working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

## **H. Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Military leave will be unpaid. However, employees may use any paid leave otherwise available to employee in accordance with other provisions of this manual. However, benefit accruals, such as paid time off (PTO) or holiday benefits, will be suspended during any military leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

## **I. Lactation Breaks**

In accordance with applicable law, the Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child.

The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify Management to request time to express breast milk under this policy. The Company reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

The Company will provide a place for the employee to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

## **IV. TIMEKEEPING/PAYROLL**

## **A. Payroll**

Payroll checks are issued every two weeks.

No employee is permitted to draw on his or her salary or may not receive the check for another employee, nor can members of the family receive the check for an employee without a written request.

Federal withholding taxes and social security taxes will be withheld from all compensation paid to the employee, as required by law. In addition to payroll withholdings required by law, if authorized a voluntary written authorization from the employee, The Company will deduct amounts necessary to pay for coverage of employees and dependents under The Company's group health insurance plan or policy, and other approved deductions to the extent allowed by applicable law.

Court-issued wage assignment or garnishments are deducted according to court order.

## **B. Timekeeping**

Employees are expected to accurately record all time worked. Federal and state laws require The Company to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties in furtherance of The Company's business.

Employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons, including but not limited to leaving the Company for a meal break.

Each restaurant employee must use the appropriate procedures and platform for timekeeping prescribed by the restaurant manager.

## **C. Time Clock Policy**

Employees will be required to track time in the manner prescribed by the Company.

Employees are responsible for and will be required to verify the accuracy of all time and hours worked in each work period and the amount of earnings before receiving their paychecks. The supervisor will review and then initial the time record before submitting it for payroll processing. If corrections or modifications to the employee's time record are needed, both the employee and the supervisor must document and verify those changes by initialing the time record.

It is a violation of The Company's policy for an employee to: (1) record time in or out for another employee, recording time on another employee's time record or otherwise on behalf of another employee; (2) work in excess of the employee's scheduled work hours without prior authorization from his or her supervisor; (3) failing to verify the accuracy of the employee's paycheck; and (4) altering, falsifying or tampering with any time or payroll related records, except as permitted in this manual. Any violations of the above policies can result in disciplinary action, up to and including termination of employment.

Employees who forget to clock out should immediately notify the manager or shift leader to make the necessary adjustment. Habitual failure to clock out shall be grounds for termination.

#### **D. Administrative Pay Corrections**

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of his or her supervisor or department head, in accordance with the above payroll and time clock policies and procedures, so that all necessary corrections can be timely resolved.

#### **E. Business Travel Expenses**

The Company will reimburse employees for reasonable business travel expenses incurred while on assignment away from the normal work location. All business travel must be approved in advance by the supervisor or Company Administrator. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

Approved expenses are:

- Uber
- Meals
- Refreshments
- Gas with appropriate and approved receipts for travel within the Houston City Limits
- Travel outside the City of Houston shall be compensated by use of the IRS approved mileage rate at the time of the travel
- Tips (not in excess of 20%)

Employees seeking reimbursement for travel expenses should complete the appropriate form and turn in receipts to Management.

Training, rental cars, hotel and airfare will be booked by the Company in advance.

When an employee uses his or her own vehicle for The Company's business-related travel outside the city or town where an employee's normal work location is, The Company will reimburse the employee at a predetermined rate per mile.

Abuse of this business travel expenses policy, including falsifying expenses reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to including termination of employment.

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child.

### **V. WORK HOURS AND CONDITIONS**

#### **A. Work Hours**

The Company's work hours for office personnel shall be dictated by the needs of the position. The Company's operating hours are 7 a.m. to 3 a.m.

For restaurant employees, the majority of the staff has a permanent schedule, it is the employee's responsibility to cover his or her shift. Once the employee has covered the shift, it

must be approved by the manager.

The Company's work hours include holidays and weekends. Employees who are not able to work holidays and weekends may be subject to termination.

## **B. Attendance and Punctuality**

Employees are expected to report on time each day. When an employee is absent, it places a burden on co-workers to provide quality care and services. The Company's business requires that employees attend regularly and report promptly for duty as scheduled. Employees must arrive at work early enough to be at his or her assigned area by the time scheduled work begins.

All absences will be recorded on time records or other applicable personnel records.

Employees who will be absent from work should contact your Management at least 2 hours prior to the work start time, if at all possible. If illness or another emergency prevents an employee from reporting for duty, the employee must make every effort to speak to Management directly, rather than leaving a phone message, prior to time to report for duty.

Typography messages may be recognized as an acceptable method of communication; provided the employee receives a response. If the employee does not receive a response from the restaurant manager, the employee should contact Human Resources as follows:

**Patio by La Pasha**      [admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café**      [admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:**      [admin@lapashalounge.com](mailto:admin@lapashalounge.com)

Employees are considered tardy if clocking in seven (7) minutes or more after the scheduled start time.

No calls/no shows will be considered job abandonment.

Frequent absenteeism, whether notice is given or not, except as otherwise approved or allowed by law, may result in disciplinary action, including termination.

The Company recognizes that, due to unforeseen circumstances, employees may be late getting to work. Whenever possible, employees should inform Management to advise of the expected arrival time to work.

Excessive tardiness or absenteeism may result in disciplinary action, including termination.

## **C. Overtime**

The Company complies with all federal and state regulations pertaining to overtime compensation and all other applicable wage and hour laws.

All overtime must be approved in advance by the employee's supervisor and applicable department head. Non-exempt employees are paid overtime for hours worked in excess of

40 hours in any work week. Employees are not authorized for any time other than their assigned shift without specific approval from their supervisor or department head. Employees who work overtime without authorization may be subject to discipline, up to and including termination.

In the event of an emergency, The Company may ask employee(s) to work hours in excess of their regular schedule, as needed.

PTO, paid holidays, bereavement leave, and other paid absences do not count as hours worked for overtime purposes.

#### **D. Meal Periods and Breaks**

It is the policy of The Company to provide meal periods consistent with federal, state, and local laws. Employees are allowed to leave your work area when necessary for restroom breaks and refreshments without clocking out. Abuse of break periods may result in discipline or termination.

All employees are required to clock out at the beginning of the meal break and clock back in once the allowed meal break ends and upon starting back to work. If an employee is unable to take a meal break, the employee should inform Management. Working meal breaks during which time the employee performs work while also breaking shall be compensated as working time.

#### **E. Visitors in the Workplace**

To provide for the safety and security of employees and The Company's facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

### **Definitions**

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. This can include conditions with short-term, chronic, long-term or permanent periods of incapacity.

**Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

**Child** means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

**Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."

**Qualifying exigency** includes short-notice deployment, military events and activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

**Covered active duty** for members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

**The next of kin of a covered service member** is the nearest blood relative, other than the covered service member's spouse, parent or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

**Covered service member** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.

**Serious injury or illness** is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

#### **F. Solicitation**

Unless approved by Management, the following are strictly prohibited at all times in the work premises:

Sales of commercial products and/or services; and Solicitation of funds and/or charitable contributions; and the distribution or posting of advertising matter, circulars, leaflets, petitions of literature.

Solicitations and distributions by individuals and/or organizations will not be permitted on the premises at any time, unless pre-approved by Management.

#### **G. Alcohol Consumption by Employees & Dram Shop Responsibilities**

**THE COMPANY STRICTLY PROHIBITS ANY EMPLOYEE'S CONSUMPTION OF ALCOHOL WHILE ON THE JOB. VIOLATIONS OF THIS POLICY SHALL BE CONSIDERED MISCONDUCT AND GROUNDS FOR IMMEDIATE TERMINATION.**

Occasionally, The Company may sponsor or participate in parties or other social events for special occasions. These are an important part of our overall program, but each employee must assume responsibility for his or herself in appropriate instances. **SHOULD ALCOHOL BE SERVED AT SUCH EVENTS, IT IS IMPERATIVE THAT AN EMPLOYEE NOT DRINK AND DRIVE. ALWAYS HAVE A DESIGNATED DRIVER.** If this is a problem, contact someone at the event or party who is

in a supervisory position, and we will furnish transportation at no cost. Any improper conduct that is drug or alcohol-related will not be tolerated and will not be the liability of The Company. Each employee is an important asset to us, and we look forward to safe company sponsored activities.

All bartenders and servers shall take a Texas Alcoholic Beverage Code commission-approved seller training program and provide certificate of completion as a condition of employment and continued employment.

All bartenders and servers are required to be alert and observe the patrons' consumption of alcohol while on duty. Any bartender or server who believes any patron has become intoxicated shall immediately notify the restaurant manager. The patron SHALL NOT be permitted to leave the restaurant behind the wheel. The patron shall be provided alternate transportation. If the Patron becomes disruptive or violent, or refuses alternative transportation, the restaurant management shall immediately call 911 to report the incident, making the patron's name, identifying description of person and vehicle, and license plate (as much information as possible) available to the authorities.

#### **H. Employees Engaged In Retail Sale Of Cigarettes, E-Cigarettes, And Tobacco Products**

Employees engaged in the sale of any tobacco product are required to abide by state law:

1. Employees shall not sell or provide cigarettes, e-cigarettes and/or tobacco products, or give coupons for cigarettes, e-cigarettes or tobacco purchases to any person under 21 years of age. A violation is a Class C misdemeanor;
2. Employees shall request proof of age from any person under 30 years of age who attempts to purchase cigarettes, e-cigarettes or tobacco products. Retailers may be fined up to \$1,000 per violation or have their permit revoked or suspended for selling cigarettes, e-cigarettes or tobacco products to any person under 21 years of age;
3. Employees may be subject to criminal prosecution for a Class C misdemeanor if, with criminal negligence, they sell cigarettes, e-cigarettes and/or tobacco products to any person younger than 21 years of age;
4. Employees shall not sell loose cigarettes or cigarettes in individual packages containing fewer than 20 cigarettes. Such behavior is subject to a \$100 fine for violations;
5. Employees shall not distribute free samples of cigarettes, e-cigarettes or tobacco products;
6. The Company shall post a sign in a conspicuous location warning employees and customers about the tobacco law and the penalties for violations of the law. Employees shall not remove this sign.
7. Employees shall not allow customers direct access to the cigarettes, e-cigarettes or tobacco products.

#### **I. Tipped Employees Uniforms**

The Company will issue to each tipped employee an appropriate uniform consisting of two shirts and a jacket upon employment. Uniforms which become unacceptable for use shall be replaced by the Company on an as-needed basis.

An employee may purchase additional uniforms at cost and should contact the location manager for information.

Employees who misplace or damage the issued items rendering them unwearable prior to re-issue will be issued new items. Employees who repeatedly forget, lose, or damage their issued attire may be subject to discipline up to and including termination.

Occasionally, certain events may be hosted at a location for which there is a commemorative t-shirt or other attire available. If the attire is required to be worn for the event, the attire will be issued to each employee working the event at no cost to the employee. If the attire is optional for the event, or for other employees wishing to purchase the attire, the employee may do so at employee's own cost.

#### **J. Dress and Grooming**

The Company strives to project a professional image to customers, clients, visitors, and coworkers. The Company expects you to arrive for work with a well-groomed and professional appearance.

**The Company has established the following guidelines as reasonable standards of cleanliness, grooming and dress for all employees:**

- In the interest of health and safety only closed toe shoes with rubber soles should be worn;
- General attire shall be clean, neat, in style and appropriate for the type of work being performed.
- Clean jeans, shorts, or skirts without holes. No cut off or rampant pants.
- Clean jeans, shorts, or skirts without holes. No cut off or rampant pants.
- Long hair should be pulled back and out of the eyes. Hair must be clean and pulled back if longer than chin length.
- Food handlers must wear appropriate hairnet or cap.
- Men should keep facial hair neatly trimmed.
- No excessive jewelry.
- No excessive jewelry.
- Clothing with slogans or pictures of any kind are not permitted, other than Company logo attire.
- No tattoos displaying nudity, profanity, or violence.

## **VI. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION**

#### **A. Business Ethics and Conduct**

The Company requires employees to adhere to ethical standards in the conduct of business. All employees are expected to conduct business with integrity, to refrain from dishonest or unethical conduct, and to comply with the letter and spirit of all applicable laws.

The Company's successful business operation and reputation of is built upon the principles of fair dealing and ethical conduct of its employees. The Company's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The Company intends to comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

**In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Company Administrator for advice and consultation.**

## **B. Gifts, Favors, or Similar Items**

Employees should not engage in conduct or activity that may raise questions about The Company's honesty or impartiality, or otherwise create a negative impression of The Company. Employees are expected to avoid any activity which might result in, or might reasonably be expected to create, an appearance of influence or favoritism.

Employees may not accept gifts, favors, entertainment, or payments if the offer intends to garner favoritism or influence, or may create an appearance of favoritism or influence.

Employees are expected to conduct themselves with honesty and integrity and comply with the provisions of this policy and all applicable laws, rules and regulations of federal, state, provincial and local governments, and other appropriate private and public regulatory agencies.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **C. Conflicts of Interest**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your supervisor for more information or questions about conflicts of interest.

Employees are expected to avoid any situation which involves or may involve a conflict between the employee's personal interest and The Company's interest. In all dealings with customers, competitors, vendors, or any other business contact, employees are expected to act in the best interests of The Company.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of The Company. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either The Company, employee, or both.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of The Company's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the supervisor and/or Company Administrator as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The Company does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving The Company.

Employees have the responsibility to ask questions if uncertain about a particular situation, and to report suspected violations of this policy to the department supervisor. Retaliation against employees who report suspected violations will not be tolerated.

Violations of this policy may result in disciplinary action, up to and including termination.

#### **D. Policy on Harassment or any other form of Unlawful Discrimination**

Employees are expected to conduct themselves professionally, in a manner befitting the work environment and with respect for co-workers.

Employees are expected to understand that behavior which one individual considers innocent and harmless may be regarded as harassment by another person. Beyond being in violation of this policy, workplace harassment is against the law.

#### **E. Definition of Harassment**

The legal definition of harassment is: Harassment includes any physical or verbal conduct demonstrating hostility toward a person because of his or her age, sex, race, color, religion, national origin, disability or other "legally protected status." According to The Company, harassment is any single incident or a pattern of behavior which entails verbal, physical, or psychological harassment and/or abuse of any nature.

#### **F. Sexual Harassment**

It is illegal, and against The Company's policy for any worker - male or female - to sexually harass or intimidate another worker by making unwelcome sexual advances or favors, or other verbal or physical conduct of a sexual nature, a condition of employment; by using a worker's submission to or rejection of such conduct as the basis for or a factor in any employment decision affecting the individual; or by creating an intimidating, hostile, or offensive work environment by engaging in such conduct.

Sexual harassment is defined as "unwelcome" sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

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

The Company does not tolerate vulgar, abusive, humiliating or threatening language, practical jokes, or other inappropriate behavior in the workplace.

Examples of unlawful sexual harassment may include but are not limited to; persistent comments on a worker's sexual proclivities or activities, the display or use of obscene or sexually oriented written or electronic communication, posters, photographs, computer images or drawings, unwanted and offensive physical touching, sexual advances, verbal and physical gestures through body language, and solicitation of sexual activity or favors in exchange for employment, providing a job benefit or threat of a loss of some job benefit.

The Company will not condone any sexual harassment of employees. All employees, including supervisors and managers, will be subject to discipline, including up to discharge, for any sexually harassing behavior.

#### **G. Anti-Discrimination Policy**

It is the policy of The Company to offer equal opportunity to every employee based on qualifications to perform the job only, without regard to race, color, religion, sex, age, national origin, disability, pregnancy, veteran status, or any other characteristic protected by law. Positions are filled by persons best qualified by their training, experience, attitude, merit, merit ratings and other accepted determinable qualifications.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of Management. Anyone found to be engaging in any type of unlawful discrimination, policy or practice that has the effect of discriminating against any employee and or applicant for employment on the basis of race and/or retaliation in violation of Title VII will be subject to disciplinary action, up to and including termination of employment.

#### **H. How to Report Harassment or any other form of Unlawful Discrimination**

The Company will not condone any harassment or any other form of unlawful discrimination of employees. All employees, including supervisors and managers, will be subject to discipline, up to and including discharge, for any form of harassment or discrimination.

If you believe you have been the subject of harassment or any other form of unlawful discrimination, you should bring your complaint to management without fear of retaliation. Reporting an incident quickly will allow The Company to immediately address the complaint. If you witness or suspect harassment or any other form of unlawful discrimination, you must immediately convey the information regarding that incident to management. However, complaints will be accepted regardless of any delay in reporting.

All reports of harassment or unlawful discrimination should be reported to the employee's immediate supervisor or to Human Resources as follows:

**Patio by La Pasha**

[admin@patiobylapasha.com](mailto:admin@patiobylapasha.com)

**Nara Café**

[admin@narahtx.com](mailto:admin@narahtx.com)

**Pasha Lounge & Grill:**

[admin@lapashalounge.com](mailto:admin@lapashalounge.com)

## **I. Investigation Process**

All complaints will be promptly and thoroughly investigated by management team, who will conduct a fair and impartial investigation.

Interim measures may be taken pending full investigation and resolution of the complaint, such as temporary reassignments, separating the alleged violator and the complainant, and/or suspension of the involved employees.

Complaints will remain confidential except where circumstances require that information be shared in order to conduct a thorough investigation.

Results of the investigation will be communicated to the individual who files the complaint.

If the investigation reveals that an employee has engaged in harassment or any other form of unlawful discrimination, that individual will be subject to disciplinary action up to and including discharge.

The Company takes the following steps when a complaint involving harassment, or any other form of unlawful discrimination is reported:

- Any employee who becomes aware of or who feels victimized by any form of harassment or any other form of unlawful discrimination should immediately report the alleged harassment or discrimination to his or her supervisor. If the immediate supervisor is the source of alleged harassment or discrimination, the employee should report the problem to the upper Management.
- The management personnel who receives a complaint of harassment or any other form of unlawful discrimination should carefully investigate the matter by interviewing the complainant, the alleged violator and obtain relevant witness statements. Both the complaint and the investigative steps and findings should be documented as thoroughly as possible.
- Management will recommend and enforce actions to be taken

Written notification of the results of the investigation and the remedial actions taken or proposed to stop the harassment or any other form of unlawful discrimination, correct its effect on the employee, and ensure that the harassment or discrimination does not recur, up to and including termination of employment, will be presented to the complainant upon the conclusion of the investigation.

Interviews, allegations, statements, and identities remain confidential to the extent possible and allowed by law.

The Company strictly prohibits retaliation of any kind against employees who in good faith bring harassment or any other form of unlawful discrimination complaints or assist in any associate investigation. Violators of this policy, including by any alleged employee, will be subject to immediate termination. Any retaliation incidents must be reported to Management.

Individuals who present a knowingly false or frivolous claim that is proven to be untrue could be subject to civil repercussions from the falsely-accused party.

## **J. Accommodations under the Americans with Disabilities Act or Pregnant Works Fairness Act**

An ADA or PWFA Reasonable Accommodation may be an option when an employee does not qualify for leave under the Company's leave policies.

To be considered for an accommodation under ADA, an employee must have a physical or mental impairment that substantially limits one or more major life activities and major bodily functions. Under the PWFA, an employee may be considered for an accommodation for known limitations related to pregnancy, childbirth, or related medical conditions.

To begin the ADA or PWFA accommodation process, the Employee should request an accommodation from management. Management may require the Employee's medical provider to complete an Accommodation Request Form and verify the alleged disability. All medial information obtained by the Company during this process will remain confidential.

Upon receipt of the request, the Company will determine whether the accommodation can be made in accordance with applicable law and dependent upon whether the requested accommodation places an undue hardship on the Company or poses and direct threat to the safety of the Employee or others.

## K. Workplace Violence Prevention

The Company prohibits violence in the workplace and makes every attempt to maintain a safe workplace.

For purposes of this policy, "violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, fighting, "horseplay," or other conduct that may be dangerous to others, and threatening, or talk of engaging in those activities.

This policy applies to all employees, all non-employees including customers/clients, visitors, suppliers, vendors, contractors, temporary workers, and other individuals with whom The Company's employees come into contact with during work duties. Any of these individuals may be a victim or a violator under The Company's policy.

Conduct that threatens, intimidates, or coerces another employee, a resident, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, national origin, race, age, or any other characteristic protected by federal, state, or local law.

All threats or displays of violence, both direct and indirect and whether verbal, physical or perpetuated through literature or pictures, will not be tolerated, and should be reported as soon as possible to your immediate supervisor or any other member of management. When reporting such conduct, you should be as specific and detailed as possible.

**The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.**

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

In cases of workplace violence, Management may contact and involve local law enforcement authorities as necessary.

The Company will not tolerate any form of retaliation toward an employee who reports workplace violence. Any retaliatory incident must be reported to management. Retaliatory incidents will result in disciplinary action, up to and including termination.

The Company will promptly and thoroughly investigate all reports of threats or displays of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, The Company may suspend employees, either with or without pay, pending investigation.

Failure to adhere to the established company policies and procedures will result in disciplinary action, up to and including termination.

#### **L. Weapons Prohibition Policy**

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. This policy does not apply to firearms stored in the employee's locked motor vehicle.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to Human Resources immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

#### **M. Drug and Alcohol-Free Workplace Policy**

The Company has a vital interest in maintaining a safe, healthy, and efficient working environment for its employees – a working environment as free from the use of illegal and non-prescription drugs, alcohol and unauthorized use of prescription drugs as reasonably possible.

Employees with drug and alcohol abuse problems make up only a fraction of the work force, and we regret any inconvenience that may be caused to other employees by the problems of a few. However, being under the influence of drugs or alcohol, and/or being intoxicated on the job, poses serious health and safety risks, not only to the user but also to all who come in contact with the user. The benefits to be derived from reducing the number of accidents and the greater safety of all the employees and residents make up for the inconvenience. Each employee is expected and required to report to work in an appropriate mental and physical condition to perform his or her assigned duties.

The Company defines "intoxication" pursuant to Sec. 401.013(a), Texas Labor Code.

##### **Sec. 401.013. DEFINITION OF INTOXICATION.**

(a) In this subtitle, "intoxication" means the state of:

(1) having an alcohol concentration to qualify as intoxicated under Section 49.01(2), Penal Code; or

(2) not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of:

- (A) an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code;
- (B) a controlled substance or controlled substance analogue, as defined by Section 481.002, Health and Safety Code;
- (C) a dangerous drug, as defined by Section 483.001, Health and Safety Code;
- (D) an abusable glue or aerosol paint, as defined by Section 485.001, Health and Safety Code; or
- (E) any similar substance, the use of which is regulated under state law.

## **IN ORDER TO ENSURE A SAFE, EFFICIENT AND DRUG FREE WORKPLACE, THE FOLLOWING POLICY HAS BEEN ADOPTED AND WILL BE STRICTLY ENFORCED AT ALL TIMES.**

- The sale, purchase, use, possession of intoxicants, alcohol, non-prescribed narcotics, hallucinogenic drugs, marijuana, or other non-prescribed controlled substances, while on or off Company or corporate property, during the course of work **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**.
- The sale, purchase, use or possession of equipment, products and materials which are used, intended for use, or designed for the use with non-prescribed controlled substances, while on or off Company or corporate property, during the course of work **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**.
- Reporting to work or working with a measurable quantity of intoxicants, alcohol, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances in blood or urine, while on or off Company or corporate property, **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**.
- Reporting to work or working, while on or off Company or corporate property, with a measurable quantity of prescribed or over-the-counter narcotics or drugs in blood or urine or the use of prescribed or over-the-counter narcotics or drugs, where, in the opinion of The Company such use prevents the employee from performing the duties of his or her job, or where such use poses a risk to the safety of the employee or other persons or property, **IS STRICTLY PROHIBITED AND MAY BE CAUSE FOR DISMISSAL**. The use of prescribed medicines while in control of any motor vehicle, equipment or machinery owned or leased by the Company or used for Company purposes, will only be allowed under the supervision of a family-authorized physician and if the physician has advised the individual that the drug or substance will NOT affect the individual's ability to safely perform his or her duties to operate any job-related machinery, equipment, or motor vehicle. An employee taking a prescribed or over-the-counter narcotic or drug must advise his or her supervisor of its use and any potential side effects. The employee may either be allowed to remain on his or her job, be required to take a leave of absence or be subjected to other appropriate action as determined by management.

## **Tests**

The Company reserves the right to conduct random, no-notice testing of current employees at any time it feels such actions are appropriate.

An employee will be required to undergo a blood test, urinalysis, "breath-analyzer" test or other diagnostic test under the following circumstances:

- As part of the hiring process in accordance with the pre-employment drug testing policy;
- After the occurrence of any work-related incident while on Company or corporate property or during working hours which requires medical attention other than first aid.

When there is reason to believe, in the opinion of Company or corporate management, that an employee is under the influence of intoxicants, alcohol, drugs or narcotics while on Company property or during working hours or that an employee has reported to work with a measurable quantity of intoxicants, drugs or narcotics in blood or urine;

- As part of a random sampling of employees;
- As part of any periodic medical examination provided or required.

## **Discipline**

Any employee who is observed coming to or returning to the job in an obviously impaired condition will be removed from the workplace immediately. Any employee who receives a non-negative test result will be placed on suspension until an alcohol/drug evaluation is completed and said employee is cleared.

Any employee who violates any part of The Company's drug free workplace policy may be subject to discipline up to and including discharge.

Any employee convicted on a charge of illegal possession, use, distribution, purchase or sale of any controlled substance or alcohol, while off Company or corporate property and off duty, may be subject to discipline up to and including discharge; where The Company concludes that such conduct adversely affects services. In addition, The Company may impose discipline up to and including discharge for such off-duty conduct in the absence of a conviction where there is reasonable evidence of the commission of those acts and The Company concludes that such conduct adversely affects services.

Any employee who is charged with a violation of any criminal drug statute must notify his or her supervisor within 5 days of such charge. Criminal drug statutes include federal, state, and local laws involving the use of drugs (including controlled substances). Failure to report a charge will result in disciplinary action including termination from employment. A charge of violating any criminal drug statute may result in disciplinary action including termination.

An employee's refusal to submit immediately upon request to a search of his or her person and/or property or to a blood test, urinalysis, "breath-analyzer" test or other diagnostic test, or a positive result on such test(s) indicating prior use of intoxicants, alcohol, non-prescribed narcotics, hallucinogenic drugs, marijuana, or other non-prescribed controlled substances may result in disciplinary action up to and including immediate discharge.

## **Search**

Where there is a reason to believe in the opinion of The Company that an employee is impaired by intoxicants, drugs or narcotics, or is in possession of any intoxicants, drugs, narcotics or equipment, products and materials which are used, intended for use, or designed for use with non-prescribed controlled substances, The Company may search any property and/or any employee's personal property which has been brought onto employer's property (including but not limited to vehicles, handbags, briefcases, etc.) and the employee may be requested to submit to a search by The Company representatives of his or her person and/or property.

The property covered by this policy includes property of any nature owned, controlled, or used by The Company, including but not limited to parking lots, offices, desks, file cabinets, lockers and vehicles.

## **N. Security Inspections**

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

Desks, lockers, computers, software and other storage devices may be provided for the convenience of employees but remain the sole property of The Company. Accordingly, they, as well as any articles found within them, can be inspected by Management at any time, either with or without prior notice.

The Company likewise wishes to discourage theft or unauthorized possession of the property of employees, employer, visitors, and residents. To facilitate enforcement of this policy, The Company or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto The Company's premises.

Any employee who refuses to submit to a search, who fails to permit and facilitate a search, or who is found in possession of prohibited articles, will be subject to disciplinary action, up to and including discharge as well as possible criminal prosecution.

## **O. Professional Conduct Policy**

Employees are expected to act in a professional manner at the workplace. This extends to behavior around customers and includes all times you are engaged in work-related activities, whether on company property or at another location.

Employees must:

- Refrain from horseplay and offensive or discriminatory behavior/jokes
- Follow the policies within the employee manual
- Correspond effectively with those around you
- Respect the privacy and needs of other employees and non-employees
- Examples of inappropriate conduct include, but are not limited to, the following:
  - Causing physical harm to another employee
  - Loud language or shouting
  - Making threats or bullying others

Violations of this policy may result in disciplinary action, up to and including termination.

## **P. Disciplinary Action**

It is the policy of The Company to take appropriate disciplinary action when employees are found to have violated company policies, procedures, work rules, or otherwise conduct themselves in an unprofessional or inappropriate manner.

Appropriate disciplinary action may involve progressive disciplinary measures or may result in immediate discharge. Nothing in this policy changes the at-will nature of the employment relationship. The Company's policies, procedures, and work rules outlined in this employee manual are not all-inclusive and may be changed periodically at The Company's sole discretion. Employees may be required to periodically sign copies of company policies, procedures, and or work rules, including environmental, safety, and fire prevention rules.

There are certain policies and regulations which must be adhered to by all employees in order to maintain and operate a safe and functional operation. Most of the regulations are typical of those enforced in any organization. The circumstances surrounding a particular violation of policy rules are often as important as the action itself in determining the severity of the discipline called for. As a result, it is not possible to list all the causes of, or reasons for disciplinary action. The following are violations that could cause an employee to be subject to disciplinary action, up to and including discharge.

- Failure or unwillingness to perform work as required or directed.
- Dishonest, disrespectful, or threatening behavior toward a supervisor.
- Insubordination or flagrant disobedience.
- Falsification of any records, job resumes or job applications.
- Dishonesty in any form including theft.
- Excessive or unauthorized absenteeism and/or tardiness.
- Unauthorized use of Company or corporate supplies, equipment, or property.
- Unauthorized disclosure of any confidential information.
- Sleeping, loafing, fighting, playing, or unauthorized absence from duties.
- Conducting personal business on The Company's time.
- Violation of the Drug Free Workplace Policy.
- Smoking in unauthorized areas or smoking during unauthorized times.
- Marring, defacing, or abusing Company or corporate property or equipment or engaging in conduct which could be expected to cause damage to the same.
- Use of threatening, profane, abusive, or indecent language or gestures toward fellow workers, supervisors, management officials, residents, or visitors.
- Disrupting work or distracting other employees from performing their work.
- Possession or display of any type of weapon while on duty.
- Failure to keep your own timecard accurately.
- Creating or contributing to unsanitary conditions.
- Posting or removal of notices, signs or writing in any form on any bulletin board on Company or corporate property without permission of management.
- Gambling, lottery, or any other game of chance on Company or corporate premises at any time.
- Violation of The Company's "No Solicitation" rules.
- Accepting gifts from clients or regulatory bodies or government offices.
- Failure to report an incident.
- Job abandonment - (a) walking off the shift without permission of your supervisor; or (b) an unauthorized absence.
- Conviction of a felony (when charged, suspended; if convicted, discharged).
- Making false or malicious statements about an employee or The Company.
- Conversion of The Company's property to one's own use, as opposed to theft.
- Failing to meet job expectations required by The Company from time to time.
- Negligence or carelessness resulting in danger, damage, or loss to Company or corporate property, fellow employees, or visitors.
- Making or receiving personal telephone calls other than in emergencies.
- Unauthorized visitors while on duty including friends and relatives.

- Failure to readily cooperate with fellow employees or supervisors
- Failure to maintain acceptable standards of respect for visitors, co-workers, and supervisors.
- Violation of Sexual Harassment Policy.
- Violation of any policy or procedure contained in this employee manual.

The above listed grounds for disciplinary action, including termination is not an exclusive list and The Company reserves the right to terminate or otherwise discipline an employee for any other reason or for no reason should such action be deemed appropriate.

#### **Q. Use of Company Property Policy**

The assets of The Company are intended to be used in a way that benefits our organization. Employees must preserve these assets and use them wisely.

To protect the physical and intellectual property of The Company from loss, damage, theft, vandalism, unauthorized use, copying, disclosure, or disposal, The Company must ensure proper business use only of company property and facilities.

This applies to The Company's property located at any Company.

The use of company facilities, equipment, supplies, or other property for personal purposes is strictly prohibited. Facilities or equipment may not be used for extracurricular activities during or after working hours. This includes athletics events, educational opportunities, or any other type of non-working activities.

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

#### **R. Theft, Misuse and Destruction of Property Policy**

The Company does not tolerate internal theft, destruction, or inappropriate use of any company assets, property, and services. The Company does not tolerate theft and/or destruction of employees' personal property.

The Company is not responsible for the personal property of its employees. Employees are responsible for safeguarding any personal property brought to work and kept on company premises.

#### **S. Return of Property**

Employees are responsible for all of The Company's property, materials, or written information issued to them or in their possession or control. All such property including original and duplicate copies of all documents, data, computer software and other written materials, must be returned by employees on or before their last day of work.

Employees are expected to take proper care of any company-provided equipment, tools, uniforms, or other property. Any such property must be returned in good repair.

If you leave The Company, either voluntarily or by termination, you are expected to return any company property in your possession. Failure to return company property may result in a deduction from the final paycheck (where allowed under state law) or legal action.

## **VII. Electronic Systems Usage and Monitoring**

All electronic systems, including telephones, voicemail, computers, e-mail, and the internet (collectively the “systems”) are the property of The Company and may be used for business purposes only unless otherwise specifically provided or permitted by this manual or employer. As the systems’ owner, The Company likewise owns any messages stored on the systems including, messages sent or received via any private email account(s) accessed on the systems. No employee has a personal privacy right in any matter created in, received by, sent over, or stored in the systems. Even though an employee may have a personal password and ability to delete messages as the employee chooses, the systems are owned and may be monitored by employer as necessary for business purposes. Any saved or unerased messages may be accessed and reviewed by The Company, local, state and/or federal government agencies or investigators upon legitimate request, or by private parties in litigation.

**EMPLOYEES SHOULD NOT HAVE ANY EXPECTATION OF PRIVACY IN ANY INFORMATION STORED, SENT FROM OR RECEIVED ON ANY COMPANY OWNED ELECTRONIC SYSTEM.**

All systems are subject to monitoring by The Company for a number of business reasons, including but not limited to the following:

- Retrieve business information;
- Route messages;
- Troubleshoot hardware or software problems;
- Prevent system misuse;
- Assure compliance with software distribution policies;
- Comply with legal and regulatory requests for information;
- Protect trade secrets; and
- Ensure quality control.
- All employees are additionally expected to use all systems in a way that does not violate the employment policies stated in this manual, including but not limited to unlawful harassment, workplace violence, and breach of confidentiality.

### **A. Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks during working time. “Electronic Communications” include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad, tablet, smart phone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “Systems.”

Employees may not use our Systems in a manner that violates our policies including but not limited to Equal Employment Opportunity, No Harassment, Confidentiality of Customer Matters, Care of Customer Records, Non-Solicitation, and Distribution. Employees may not

use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats of violence or bullying, or derogatory comments; or any other message or image that may be in violation of company policies or federal, state, or local law.

In addition, employees may not use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download anything from the internet (including shareware or free software) without the advance written permission of your Manager;
- To download, save, send, or access any site or content that the company might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet during working time (see Social Media policy);
- To solicit employees or others during working time;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications during working hours; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mailbox, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer trade secrets or proprietary materials of the company or others without appropriate authorization.

Nothing in this policy is meant to restrict an employee's right to discuss the terms and conditions of his/her employment during non-working hours using non-company systems.

## **B. Telephone Use Policy**

It is the policy of The Company to implement and maintain phone service systems to meet the needs of customers, clients, and employees.

The Company's telephones are not to be used for personal calls except in case of emergency. Family and friends of employees should be instructed that an employee cannot receive telephone calls when on duty.

Personal cell phones must be kept on "silent" and in designated area. They may not be set out on the table or prep area.

The Company is in the guest service business and should keep Company phones free for conducting business. When employees are preoccupied with text messages and personal calls, the Company's guests and business suffer.

A manager or shift leader must approve phone calls during a tipped employee's shift (there are exceptions: parents, people caring for older or ill relatives, etc.). Tipped employees may share the restaurant's main land line telephone number with family as an emergency

contact. Local personal calls on the Company phones are permitted, but should be only for a minute or two and restricted to times that are less busy. Remember that personal calls on land lines should be kept brief and not be distraction to serving our guests.

Personal long-distance calls are prohibited from Company telephones at all times.

### **C. Camera and Other Recording Devices Policy**

The Company prohibits the use of cameras, tape recorders, or other recording devices on company property without permission. The purpose is to protect the privacy of all employees and to ensure the security of confidential business information.

The Company reserves the right to install surveillance cameras for legitimate business purposes such as ensuring security or preventing theft.

The Company will not install cameras in areas where privacy is necessary, such as restrooms or changing areas. However, employees should not have an expectation of privacy on company property, especially in common or public areas.

Employees in violation of this policy will be subject to disciplinary action, up to and including termination.

### **D. Cell Phone Policy**

Company employees are not permitted to use their personal cell phones and related features for personal reasons while on work duty, except in emergency situations.

### **E. Software Policy**

The Company respects all computer software copyrights and to adhere to the terms of all software licenses to which The Company is a party.

Employees may not duplicate any licensed software or related documentation for use either on employer's premises or elsewhere unless employer is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject employee and/or The Company to both civil and criminal penalties under the United States Copyright Act.

Employees may not give software to any outsiders. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

### **F. Employee Internet Usage Policy**

The nature of the Company's business requires that employees have access to the Internet. The Company provides electronic mail (e-mail) and internet access for work-related purposes to specified individuals based on job need within The Company as determined by area management.

The Company requires all employees granted such access to adhere to this and related policies to ensure proper, legal, and effective use of these electronic tools and resources.

All e-mail and internet information/language/etc. must comply with company policies and procedures, including, but not limited to, those on harassment, copyright law, trade secrets,

confidentiality, and The Company disclosure agreement.

Internet access by employees while working is limited to the Company's official business. The introduction of viruses, or malicious tampering with any computer system, is expressly prohibited. Any such activity will immediately result in termination of employment.

Employees using The Company's accounts are acting as representatives of The Company. As such, employees should act accordingly so as not to damage the reputation of the organization.

Files which are downloaded from the Internet must be scanned with virus detection software before installation or execution. All appropriate precautions should be taken to detect for a virus and, if necessary, to prevent its spread.

The truth or accuracy of information on the Internet and in e-mail should be considered suspect until confirmed by a separate reliable source.

Employees shall not place company material (copyrighted software, internal correspondence, etc.) on any publicly accessible Internet computer without prior permission.

Alternate Internet Service Provider connections to The Company's Internet network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security device(s).

The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet may be at risk of detection by a third-party. Employees must exercise caution and care when transferring such material in any form.

Unless otherwise noted, all software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

Any infringing activity by an employee may be the responsibility of The Company. Therefore, The Company may choose to hold the employee liable for their actions.

The Company reserves the right to inspect an employee's computer system for violations of this policy.

Employees are subject to disciplinary action, including termination, for using the internet or viewing any downloaded materials in any way that would result in a violation of law or The Company's other policies set forth in this manual, including but not limited to unlawful harassment or discrimination toward another employee, workplace violence prevention, and interfering with an employee's work performance and job responsibilities.

## **G. Social Networking Policy**

The Company recognizes that you may use social networking websites or similar media including, but not limited to, blogs, chat rooms, Facebook, MySpace, Twitter, etc. (hereinafter referred to as "personal websites").

The use of The Company's Internet to access personal websites is prohibited. Exceptions may be made when The Company sponsors a website for business reasons or otherwise approves a legitimate business use. Social networking and/or blogging may not occur on company property (computers or PDAs) and may not occur during normal work hours.

Employees who use personal websites on their own time are expected to refrain from harassing and discriminating other employees on these sites. Employees should not represent themselves as a representative of The Company on personal websites. Personal websites which indicate the employee's place of employment should include a disclaimer that the opinions provided do not represent the views of The Company. If an employee should mention a company product or service, the employee must disclose employee's relationship to The Company, per Federal Trade Commission guidelines.

## **VIII. GUEST RELATIONS FOR RESTAURANT PERSONNEL**

### **Expectations for Guests:**

- Personable welcoming, by whoever is near the door.
- Pleasant employee interaction, with smiles and eye contact.
- No delays in service, proper food preparation.
- Exceed guest's expectations.
- Teamwork. If employees work as a team the guests will notice. This will also increase tips, which means more money for all.

### **Exceeding Guests Expectations:**

- Build people's trust in you through personal appearance, knowledge (of menu, beer and wine selections and daily food and drink specials) and salesmanship.
- Through quick recognition, pace and showing a genuine concern.
- Add enjoyment to their dining experience through enthusiasm and personality.

### **Initial Greeting:**

- Acknowledge guest within 60 seconds of entering front door, if able.
- Make eye contact with all guests.
- Welcome them to the café
- For regulars or returning guests, thank them for coming back.

### **Reservations:**

If there is an inquiry for a large group reservation, please refer them to management. If management is not available, please refer them to our website.

### **Phone Usage:**

Our phones are used for business only. Employees are not to receive or make any personal phone calls.

### **Restrooms:**

All employees are expected to help maintain restroom cleanliness and tend to toilet paper, paper towels, soap or if the floors need attention, Please inform management as soon as possible.

## **Guest Complaints:**

All guest complaints, no matter how small, must be reported to management immediately.

## **Identification Required for purchasing/consuming alcohol**

Employees must card everyone who attempts to purchase any type of alcohol under the age of 45. The Company PROHIBITS any alcoholic beverage to be served to minors, even if their parent, guardian, or spouse accompanies them. Failure to request identification shall be grounds for immediate termination.

## **Parking:**

Employees may park anywhere but the main parking lot.

## **Personal Belongings:**

Employees should place a bag, backpack, or purse in the office. The Company is not responsible for stolen or damaged items, so please leave valuables elsewhere, if possible.

# **IX. HEALTH, SAFETY, AND SECURITY**

## **Sanitation:**

All employees must wash their hands when needed. This could be as many times as possible. This is for employee safety and health, as well as the customers.

The following steps must be used when washing hands:

- Turn the hot water on, wet your hands and apply a good amount of soap.
- Wash your hands very well and aggressively for at least 20 seconds. Make sure you wash your fingers, fingertips, hands, arms and areas in between.
- Completely rinse hands under clean, warm water.
- Dry hands with a paper towel and not your clothing. That will defeat the purpose of washing your hands.
- Turn water off with a paper towel and put paper towel in the trash can.

## **You should wash your hands:**

- Before your shift.
- Between jobs you have performed.
- After you take dishes to the kitchen.
- After using the restroom.
- Every time you touch your face, hair or body.
- After you pre-bus/bus a table.
- After you cough or sneeze.
- After you touch cleaning towels, work surfaces, eating, smoking, touching the trash, etc.

## **Security:**

- Make sure you know the emergency numbers or know where they are posted.
- Make sure your workplace is well lit.
- Make sure there are at least two employees to close at night.
- Keep background noise down so people are aware of any problem.
- Make sure doors are locked in restaurant before counting tips.
- Use the “buddy system” when walking to your transportation at night.
- Shift leads at night must keep the office door locked when counting money.

## **Cash Handling:**

- ☒ Make sure cash register area is in a clear, unobstructed view from the street.
- ☒ Do not count cash in front of customers. All money counting, this includes tips and banks, should be counted in the office.
- ☒ Excessive Overages and Shortages will lead to termination – theft will be prosecuted to the full extent of the law
- ☒ Please use the “buddy system” to transport cash to the office.
- ☒ It is absolutely 1st priority that your office and safes are locked when not in use by Management.
- ☒ No employee is to be allowed access without a Manager in the office for any reason.
- ☒ Failure to follow Cash Handling policy will result in termination.

## **Leaving the Property:**

Make sure all windows and doors are securely locked and the security alarm is activated. There should never be one person leaving the restaurant at a time in the evening. It is best to leave in a group. If this is not possible, at least two of you should leave at a time. If you decide to leave on your own, make sure a co-worker walks you to your vehicle.

## **X. COMPANY TRADE SECRETS AND CONFIDENTIAL INFORMATION**

All employees must maintain the confidentiality of The Company’s trade secrets. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Internal reports, policies, procedures, or other business-related confidential communications should not be posted online by employees without The Company’s authorization. If you are uncertain whether information is confidential, you should consult Management.

Employees shall not disclose the Company’s confidential information to any other person or entity without the express written permission of Management.

## **XII. ALTERNATIVE DISPUTE RESOLUTION/CLASS ACTION WAIVER**

### **A. Dispute Resolution**

The Company and Employee, while not anticipating any particular problems during the employment relationship wish to outline a way to resolve any disputes that may arise out of or be related to the employment relationship.

All claims, disputes, controversies, or disagreements of any kind whatsoever including any claim arising out of, in connection with, or related to the employment relationship, and/or employees employment with Employer, including any claim that may arise between, Employee and any of Employer's officers, employees, managers, owners or agents in their capacity as such, shall be subject to the following alternative dispute process:

**Informal Mediation:** Upon a request from either Employee or the Company, Employee and the Company shall promptly meet to discuss the dispute and attempt to negotiate a resolution of the dispute.

**Mediation before a Mediator:** If Employee and the Company are not able to achieve a resolution of the dispute within 30 days of the meeting or 30 days after request for a refused meeting, Employee and the Company agree to appoint a neutral mediator and attempt to resolve the dispute through mediation with a private mediator in Harris County, Texas. Employee and the Company agree to use reasonable efforts to select a mutually acceptable mediator and Employer shall pay the mediation fee.

Employee and the Company agree to conduct the mediation within 60 days of their meeting (or 30 days after request for a refused meeting) referenced above.

**Arbitration:** If Employee and the Company are unable to achieve a resolution of any dispute, Employee and the Company agree to resolve any disputes relating to or arising out of this Agreement, through binding arbitration, using one (1) mutually acceptable private arbitrator in Harris County, Texas, or in the absence of agreement, (ii) in accordance with selection rules of the American Arbitration Association for one (1) arbitrator.

The Arbitration shall be conducted in accordance with the Texas Rules of Civil Procedure and governed by the Federal Arbitration Act. The Arbitration shall be brought under the American Arbitration Association Rule for Employment/Workplace Cases. The maximum cost to Employee to arbitrate shall be governed by the AAA. Employer agrees to pay Employees share to arbitrate upon request from Employee.

Employee agrees that final and binding arbitration is the exclusive final means for resolving the Claims outlined in this Agreement and waives all rights Employee may have to a civil court action on any dispute arising out of or related to the employment relationship. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury, subject to all applicable terms of this ADR. The ADR as set forth and agreed survives termination of this Employee's employment and shall be fully enforceable.

Employee and the Company shall each pay for their own attorneys' fees or costs of representation for purposes of the mediation and arbitration unless otherwise provided by law or other terms of this Agreement.

## **B. Waiver Of Collective Action, Class, or Consolidated Claims**

**BY ACCEPTING OR CONTINUING EMPLOYMENT WITH THE COMPANY, EMPLOYEE WAIVES THE RIGHT TO RECEIVE NOTICE OF, CONSENT TO, PARTICIPATE IN, OR PARTICIPATE IN OR RECEIVE SETTLEMENT OF ANY CLAIM AGAINST THE COMPANY ARISING OUT OF OR RELATED TO**

**EMPLOYMENT AS PART OF A COLLECTIVE, REPRESENTATIVE, PUTATIVE CLASS OR CLASS ACTION,  
WHETHER IN ARBITRATION OR IN A COURT OF COMPETENT JURISDICTION.**

The arbitrator shall not have the authority to authorize or preside over any form of a class, collective or representative proceeding. The arbitrator may only hear claims brought individually by a single person and does not have the authority to hear claims in a class, collective or representative proceeding or to consolidate such claims.

**C. Covered Claims**

Claims covered by the ADR provision and waiver include, but are not limited to the following; alleged violations of federal, state, or local constitutions, statutes, regulations, or ordinances, including, but not limited to, allegations of sexual harassment, discrimination, a breach of a contractual obligation, claims or disputes related to compensation, wages, and/or overtime, common law tort claims and alleged violations of public policy. The following are expressly excluded from the ADR provision and are not covered by this Agreement: claims or allegations related to workers' compensation or unemployment insurance, administrative claims filed with government agencies such as the Equal Employment Opportunity Commission or the National Labor Relations Board and claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure.

# **EMPLOYEE ACKNOWLEDGEMENT**

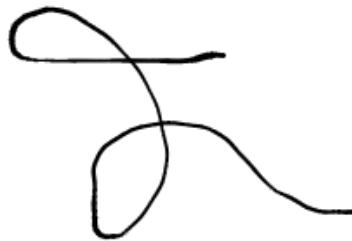
I, Jhon Smith (**Name will be Replace**) , acknowledge receiving and reviewing the Company's Employee Handbook. I clearly understand that this policy handbook does not create a contract for employment with the Company, and that the Company may change or modify the policies and procedures in this handbook at any time, with or without prior notice.I, Jhon Smith (**Name will be Replace**) , state that English is my second language and that I have been advised to ask for a translation of these policies in my native language. By affixing my initials below and signing this acknowledgment form, I state that I have (mark one)Jhon Smith (**Name will be Replace**) declined to have the EMPLOYEE HANDBOOK translated into my native language.Jhon Smith (**Name will be Replace**) asked for and received translation of the policies included in the EMPLOYEE HANDBOOK into my native language.I have read and/or received a translation of the policies contained in the EMPLOYEE HANDBOOK and understand the policies identified below and agree to abide by the Company's rules and regulations during my employment with the Company.I understand that violating the policies and rules set out in this handbook may lead to discipline, up to and including termination.

**Policy/Procedure Received and  
Understood**

**Employee Initials**

Tip Credit Notice	gdf
Credit Card Fee	gdfg
Policy Against Harassment in the Workplace	dfgd
Policy Regarding Violence in the Workplace and Weapons Policy	fgdf
Consent and Release for Reasonable Workplace Searches	gdfg
Workplace Violence	dfgd
Drug Free Workplace and Drug/Alcohol Testing	dfgdf
Remote Work Policy	gdfg
Electronic Systems Usage	dfg
Alternative Dispute Resolution/Class Action Waiver	gdfg

EMPLOYEE SIGNATURE



DATE

2023-11-21

## **NOTICE TO EMPLOYEES REGARDING EMPLOYEE CLASS WAIVER AND ARBITRATION AGREEMENT**

## **AVISO A LAS EMPLEADAS CERCA DE ACUERDO DE ARBITRAJE Y RENUNCIA DE CLASE DEL EMPLEADO**

If English is not your native language and/or you are unable to read and understand the Employee Class Waiver and Arbitration Agreement written in English, you have a right to request a translation of the policies contained in this Policy. You should request a translation of these policies if you are unable to read and understand English because you must understand the policies contained in the Policy and agree to be bound by the policies to be employed by the Company.

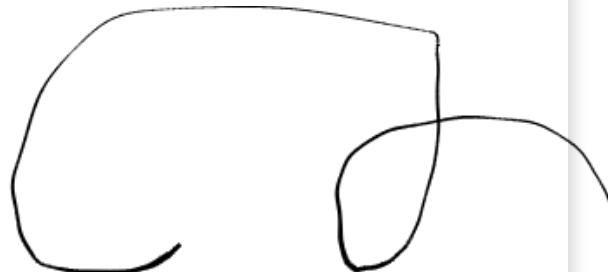
Si inglés no es su lengua natal y/o si usted no puede leer y entender el Acuerdo de arbitraje y renuncia de clase del empleado escrita en inglés, usted tiene el derecho de solicitar una traducción de las polizas contenidas en este Poliza. Usted debe de solicitar una traducción de estas polizas si usted no puede leer y entender inglés, porque usted debe de entender las polizas contenidas en la Poliza y acordar en ser atado a la poliza para ser empleado de la compañía.

Employee – check box as appropriate **Jhon Smith (Name will be Replace)** Empleado Marque la casilla según corresponda

Checked

I declined to have the Employee Class Waiver and Arbitration Agreement read to me in my native language. I understand that by signing this acknowledgment and the Class Waiver and Arbitration Agreement I am waiving my right to a jury trial and agree to take any disagreement I may have with my employer to Arbitration. I also understand that I will not be able to bring suit in a group with others regarding my employment or to participate in a group settlement. Any dispute I have with my employer must be brought by me alone in an arbitration.

Employee Signature



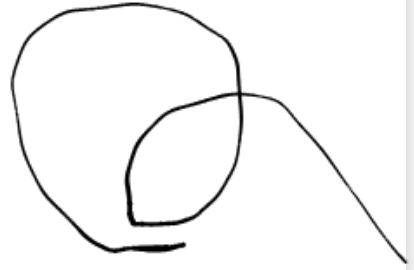
Employee Printed Name

dfgdf

Translator Signature

Translator Printed Name

dfgdfg



# **DISPUTE RESOLUTION AGREEMENT**

Employee, Jhon Smith (Name will be Replace) , and Employer, Kirkwood Ops LLC, for good and valuable consideration agree as follows:

## **1. ALTERNATIVE DISPUTE RESOLUTION ("ADR").**

anticipating any particular problems during the employment relationship wish to outline a way to resolve any disputes that may arise between them regarding this Agreement, including disputes arising out of or related to the relationship between the parties. All claims, disputes, controversies, or disagreements of any kind whatsoever including any claim arising out of, in connection with, or related to this Agreement, and/or employees employment with Employer pursuant to this Agreement, including any claim that may arise between, Employee and any of Employer's officers, employees, managers, owners or agents in their capacity as such, shall be subject to the following alternative dispute process:

### **A. Informal Mediation:**

Upon a request from any party to this Agreement, the parties shall promptly meet to discuss the dispute and attempt to negotiate a resolution of the dispute.

### **B. Mediation before a Mediator:**

If the parties are not able to achieve a resolution of the dispute within 30 days of the meeting or 30 days after request for a refused meeting, the parties agree to appoint a neutral mediator and attempt to resolve the dispute through mediation with a private mediator in Harris County, Texas. The parties agree to use reasonable efforts to select a mutually acceptable mediator and Employer shall pay the mediation fee.

The parties agree to conduct the mediation within 60 days of their meeting (or 30 days after request for a refused meeting) referenced above.

## **C. Arbitration:**

If the parties are unable to achieve a resolution of any dispute, the parties agree to resolve any disputes relating to or arising out of this Agreement, through binding arbitration, using one (1) mutually acceptable private arbitrator in Harris County, Texas, or in the absence of agreement, (ii) in accordance with selection rules of the American Arbitration Association for one (1) arbitrator.

The Arbitration shall be conducted in accordance with the Texas Rules of Civil Procedure and governed by the Federal Arbitration Act. The Arbitration shall be brought under the American Arbitration Association Rule for Employment/Workplace Cases. The maximum cost to Employee to arbitrate shall be governed by the AAA. Employer agrees to pay Employees share to arbitrate upon request from Employee.

Employee agrees that final and binding arbitration is the exclusive final means for resolving the Claims outlined in this Agreement. This Agreement is a waiver of all rights Employee may have to a civil court action on any dispute outlined by this Agreement. Accordingly, only an arbitrator, not a judge or jury, will decide the dispute, although the arbitrator has the authority to award any type of relief that could otherwise be awarded by a judge or jury, subject to all applicable terms of this ADR. The ADR as set forth and agreed survives termination of this Employee's employment and shall be fully enforceable.

Employee and Employer shall each pay for their own attorneys' fees or costs of representation for purposes of the mediation and arbitration unless otherwise provided by law or other terms of this Agreement.

## **2. WAIVER OF CLASS CLAIMS**

EMPLOYEE WAIVES THE RIGHT TO PARTICIPATE, RECEIVE NOTICE OF, CONSENT TO OR SETTLE ANY CLAIM AGAINST EMPLOYER ARISING OUT OF OR RELATED TO EMPLOYMENT AS PART OF A COLLECTIVE, REPRESENTATIVE, PUTATIVE CLASS OR CLASS ACTION, OR ANY CONSOLIDATED ACTION WHETHER IN ARBITRATION OR IN A COURT OF COMPETENT JURISDICTION.

The arbitrator shall not have the authority to authorize or preside over any form of a class, collective or representative proceeding. The arbitrator may only hear claims brought individually by a single person and does not have the authority to hear claims in a class, collective or representative proceeding.

## **3. COVERED CLAIMS:**

Claims covered by the ADR provision and waiver include, but are not limited to the following; alleged violations of federal, state, or local constitutions, statutes, regulations, or ordinances, including, but not limited to, allegations of a breach of a contractual obligation, claims or disputes related to compensation, common law tort claims and alleged violations of public policy. While Contractor has no employment relationship with and is not employed by Sierra the following are expressly excluded from the ADR provision and are not covered by this Agreement: claims or allegations related to workers' compensation or unemployment insurance, administrative claims filed with government agencies such as the Equal Employment Opportunity Commission or the National Labor Relations Board and claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure.

# DISPUTE RESOLUTION AGREEMENT

## AVISO A LAS EMPLEADAS CERCA DE ACUERDO DE ARBITRAJE Y RENUNCIA DE CLASE DEL EMPLEADO

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Si inglés no es su lengua natal y/o si usted no puede leer y entender el Acuerdo de arbitraje y renuncia de clase del empleado escrita en inglés, usted tiene el derecho de solicitar una traducción de las polizas contenidas en este Poliza. Usted debe de solicitar una traducción de estas polizas si usted no puede leer y entender inglés, porque usted debe de entender las polizas contenidas en la Poliza y acordar en ser atado a la poliza para ser empleado de la compañía.

Employee – check box as appropriate Jhon Smith (Name will be Replace) Empleado Marque la casilla según corresponda

Checked

I am unable to read and understand English and requested the Employee Class Waiver and Arbitration Agreement to be read to me in my native language. My signature to this acknowledgment and the Employee Class Waiver and Arbitration Agreement indicates that I understand and agree to the Policy.

Employee Signature

Employee Printed Name

dfgdfg



Translator Signature

Translator Printed Name

dfgdfg



USCIS

Form I-9

OMB No.1615-0047

Expires 07/31/2026

# Employment Eligibility Verification

## Department of Homeland Security

U.S.Citizenship and Immigration Services

**START HERE:** Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

**ANTI-DISCRIMINATION NOTICE:** All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in

**Section 1**, or specify which acceptable documentation employees must present for

**Section 2 or Supplement B, Reverification and Rehire.** Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

## **Section 1. Employee Information and Attestation:**

**Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.**

dfgdfg dfgdfg

Middle Initial	Other Last Names Used
----------------	-----------------------

dfgdf gdfgdf

**Address** \_\_\_\_\_ **Apt. Number** \_\_\_\_\_

gdfgdf 353534

**City or Town** \_\_\_\_\_ **State** \_\_\_\_\_ **ZIP Code** \_\_\_\_\_

fdg dfgdfg 345345

2023-11-09 35656

**Employee's Email Address** \_\_\_\_\_ **Employee's Telephone Number** \_\_\_\_\_

dfsq@ sdfqdfq 54635

I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.

Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):

Checkbox label

2. A noncitizen national of the United States (See Instructions.)

If you check Item Number 4., enter one of these:

USCIS A-Number dfgdf	Form I-94 Admission Number gdfgdfg	Foreign Passport Number and Country of Issuance dfgdfgdfg
OR	OR	

Signature of Employee



Today's Date

2023-11-15

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3

## Section 2. Employer Review and Verification:

Employers or their authorized representative must complete and sign Section 2 within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

### List A

Document Title 1

dfgdfg

Issuing Authority dfgdfg	Document Number 3456645	Expiration Date
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Document Title 2 (if any)

dfgdfgd

Issuing Authority	Document Number	Expiration Date
fgdfg	56456456456	2023-11-15

Document Title 3

dfgdfg

Issuing Authority	Document Number	Expiration Date (if any)
dfgdfg	565645645	2023-11-14

## List B

Document Title 1

dfgdfg

Issuing Authority	Document Number	Expiration Date
dgdfg	35635345	2023-11-20

## List C

Document Title 1

dfgdfg

Issuing Authority	Document Number	Expiration Date (if any)
dfgdfg	356356356	2023-11-08

Additional Information

dfgdfgdfg

## **Certification:**

I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.

First Day of Employment

Last Name, First Name and Title of Employer

2023-11-14

dfgdfgdfg

Signature of Employer or Authorized Representative

Today's Date



2023-11-16

Employer's Business or Organization Name

dfgdfgd

Employer's Business or Organization Address, City or Town, State, ZIP Code

gdfgdfg

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

## **LISTS OF ACCEPTABLE DOCUMENTS**

All documents containing an expiration date must be unexpired.

Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

**Examples of many of these documents appear in the Handbook for Employers (M-274).**

<b>LIST A</b> <b>Documents that Establish Both Identity and Employment Authorization</b>	<b>OR</b>	<b>LIST B</b> <b>Documents that Establish Identity</b>	<b>AND</b>	<b>LIST C</b> <b>Documents that Establish Employment Authorization</b>
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		A Social Security Account Number card, unless the card includes one of the following restrictions:  (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machinereadable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole:  a. Foreign passport; and  b. Form I-94 or Form I-94A that has the following:  (1) The same name as the passport; and  (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)

6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

6. Military dependent's ID card

6. Identification Card for Use of Resident Citizen in the United States (Form I-179)

7. U.S. Coast Guard Merchant Mariner Card

7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on [uscis.gov/i-9-central](http://uscis.gov/i-9-central). The Form I-766, Employment Authorization Document, is a List A, Item Number 4, document, not a List C document.

8. Native American tribal document

9. Driver's license issued by a Canadian government authority

**For persons under age 18 who are unable to present a document listed above:**

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

## Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period. For receipt validity dates, see the M-274.

<ul style="list-style-type: none"> <li>• Receipt for a replacement of a lost, stolen, or damaged List A document.</li> <li>• Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual.</li> <li>• Form I-94 with "RE" notation or refugee stamp issued to a refugee.</li> </ul>	<b>OR</b>	<p>Receipt for a replacement of a lost, stolen, or damaged List B document.</p>	<p>Receipt for a replacement of a lost, stolen, or damaged List C document.</p>
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\*Refer to the Employment Authorization Extensions page on I-9 Central for more information.



USCIS

Form I-9

Supplement A

OMB No.1615-0047

Expires 07/31/2026

# Supplement A Preparer and/or Translator Certification for Section 1

## Department of Homeland Security

U.S.Citizenship and Immigration Services

Last Name (Family Name) from  
Section 1.

dfgdfg

First Name (Given Name) from  
Section 1.

fgdfgdf

Middle initial from Section 1.

gdfg

**Instructions:** This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator

Date (mm/dd/yyyy)



2023-11-15

Last Name (Family Name)

First Name (Given Name)

Middle Initial (if any)

dfgdf

gdfgd

fgdfgdgd

Address (Street Number and Name)

City or Town

State

ZIP Code

gdfg

dfgdfg

dfgdfg

54635644



USCIS

Form I-9

Supplement B

OMB No.1615-0047

Expires 07/31/2026

# **Supplement B Reverification and Rehire (formerly Section 3)**

**Department of Homeland Security**

U.S.Citizenship and Immigration Services

Last Name (Family Name) from  
Section 1.

dfgdfg

First Name (Given Name) from  
Section 1.

dfgdf

Middle initial (if any) from  
Section 1.

gdfg

**Instructions:** This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#).

Date of Rehire (if applicable)	Last Name (Family Name)	Last Name (Family Name)	Middle Initial
2023-10-30	dfgdg	dfgdg	dfgdg

**Reverification:** If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number	Expiration Date
dgdfgfd	345435345	

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
dgdgdfg		2023-11-15

GENERATE PDF