

This Employment Agreement (this "Agreement") is made effective as of June 1, 2018, by and between GaGa's Jamaican Jerk of 1402 W Marshall Ave, Longview, Texas, 75604 and Monica Gonzales-Colvin of 213 Watkins Street, Longview, Texas, 75604.

A. GaGa's Jamaican Jerk is engaged in the business of Restaurant. Monica Gonzales-Colvin will primarily perform the job duties at the following location: 1402 West Marshall Ave., Longview, Texas.

B. GaGa's Jamaican Jerk desires to have the services of Monica Gonzales-Colvin.

C. Monica Gonzales-Colvin is an at will employee of GaGa's Jamaican Jerk. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. EMPLOYMENT. GaGa's Jamaican Jerk shall employ Monica Gonzales-Colvin as a(n) Shift Lead. Monica Gonzales-Colvin accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of GaGa's Jamaican Jerk and GaGa's Jamaican Jerk's Ownership personnel. Monica Gonzales-Colvin shall provide to GaGa's Jamaican Jerk the following services:

Ensure Inventories are accurate and reconciled. Ensure restaurant dining area are clean at all times. Ensure kitchen area is clean.

Ensure bathroom is clean at all time

Ensures there is no eating or smoking either by yourself or by other employees in the kitchen or dining areas. Ensure no food or beverage is removed by any employee.

Manage the cleaning schedule.

Ensure temperature is maintained at all time.

Confirm inventory at the beginning of the shift and reconcile at the end of the shift. Any variance is to be noted in Clover as a note to Owner before close out at the end of the shift. Setup Steam table with menu items.

Keep serving area clean.

Monica Gonzales-Colvin shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Monica Gonzales-Colvin from time to time by GaGa's Jamaican Jerk.

#### 1.1 CASH MANAGEMENT SERVING RULES.

A. All cash including coins shall be counted and reported as Start of Shift.

B. There should be no removal, counting or reconciliation of cash during the shift.

C. The cash drawer should not be opened without making change or checking off at the end of a shift. Should the need arise for the drawer to be opened an accurate report of the reason is to be written and it should be noted in the report to the owner at the end of the day.

D. At the end of the shift all cash collected is to be counted and dropped in a sealed enveloped with the date or counted in the presence of the owner handed over.(This is regardless of whether it is over the reconciliation amount) Start up cash will not be dropped but retained for mnext day startup.

E. The Clover device should be used in Test Mode.

F. No meals shall be served to any customer without a printed ticket.

## 1.2 EMPLOYEE MEALS RULES

A. You are entitled to 50% off a meal if your shift is <8hrs. If your shift is >8 hrs you are entitled to 100% off. The 100% off is not applicable to alcohol, Jamaican Soft Drinks, Oxtail or Curried Goat.

B. All meals must be entered in the Clover Device prior to serving and noted in the End of day report to the Owner.

## 1.3 CUSTOM ADDITION TO MENU.

A. There should be no sales of meals not already on the menu. Meaning meals should never be sold as a Custom Item. If a request is made for an item that is not on the menu you are to contact the Owner (Owen Glave to verify if that is an item that can be added to the menu. If it is he will add it.)

Any violation by Monica Gonzales-Colvin of Section 1.1 or 1.2 shall be a material violation of this Agreement and will justify legal and/or equitable relief.

2. BEST EFFORTS OF EMPLOYEE. Monica Gonzales-Colvin agrees to perform faithfully, industriously, and to the best of Monica Gonzales-Colvin ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of GaGa's Jamaican Jerk. Such duties shall be provided at such place(s) as the needs, business or opportunities of GaGa's Jamaican Jerk may require from time to time.

3. COMPENSATION OF EMPLOYEE. As compensation for the services provided by Terisa Kirske under this Agreement, GaGa's Jamaican Jerk will pay Monica Gonzales-Colvin \$8.25 per hour. This amount shall be paid bi-weekly, no later than five days after the payroll period that ended on the preceding Friday and subject to applicable federal, state, and local

withholding. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Monica Gonzales-Colvin shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Monica Gonzales-Colvin has not yet been paid. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

4. RECOMMENDATIONS FOR IMPROVING OPERATIONS. Monica Gonzales-Colvin shall provide GaGa's Jamaican Jerk with all information, suggestions, and recommendations regarding GaGa's Jamaican Jerk's business, of which Monica Gonzales-Colvin has knowledge, that will be of benefit to GaGa's Jamaican Jerk.

5. CONFIDENTIALITY. Monica Gonzales-Colvin recognizes that GaGa's Jamaican Jerk has and will have information regarding the following:  
and other vital information items (collectively, "Information") which are valuable, special and unique assets of GaGa's Jamaican Jerk. Monica Gonzales-Colvin agrees that Monica Gonzales-Colvin will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of GaGa's Jamaican Jerk. Monica Gonzales-Colvin will protect the Information and treat it as strictly confidential. A violation by Monica Gonzales-Colvin of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

6. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Monica Gonzales-Colvin has disclosed (or has threatened to disclose) Information in violation of this Agreement, GaGa's Jamaican Jerk shall be entitled to an injunction to restrain Monica Gonzales-Colvin from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. GaGa's Jamaican Jerk shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

7. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect for a period of "7 years" after the voluntary or involuntary termination of Monica Gonzales-Colvin employment. During such period, neither party shall make or permit the making of any public announcement or statement of any kind that Monica Gonzales-Colvin was formerly employed by or connected with GaGa's Jamaican Jerk.

8. NON-COMPETE AGREEMENT. Monica Gonzales-Colvin recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to Monica Gonzales-Colvin, Monica Gonzales-Colvin agrees and covenants that during his or her employment by GaGa's Jamaican Jerk and for a period of two years after employment Monica cannot work for another Jamaican restaurant within 100 miles of GaGa's Location. Following the termination of Monica Gonzales-Colvin employment, whether such termination is voluntary or involuntary, Monica Gonzales-Colvin will not directly or indirectly engage or do business with the following competitor(s):

- Jamaican Restaurant

This covenant shall apply to the geographical area that includes the area within a 100-mile radius of Longview. Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of GaGa's Jamaican Jerk for the benefit of a third party that is engaged in such business. Monica Gonzales-Colvin agrees that this non-compete provision will not adversely affect Monica Gonzales-Colvin livelihood.

9. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER. Monica Gonzales-Colvin shall not have the right to make any contracts or commitments for or on behalf of GaGa's Jamaican Jerk without first obtaining the express written consent of GaGa's Jamaican Jerk.

10. TERM/TERMINATION. Monica Gonzales-Colvin employment under this Agreement shall be for an unspecified term on an "at will" basis. If Monica Gonzales-Colvin is in violation of this Agreement, GaGa's Jamaican Jerk may terminate employment without notice and with compensation to Monica Gonzales-Colvin only to the date of such termination. The compensation paid under this Agreement shall be Monica Gonzales-Colvin exclusive remedy.

11. COMPLIANCE WITH EMPLOYER'S RULES. Monica Gonzales-Colvin agrees to comply with all of the rules and regulations of GaGa's Jamaican Jerk.

12. RETURN OF PROPERTY. Upon termination of this Agreement, Monica Gonzales-Colvin shall deliver to GaGa's Jamaican Jerk all property which is GaGa's Jamaican Jerk's property or related to GaGa's Jamaican Jerk's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Monica Gonzales-Colvin possession or under Monica Gonzales-Colvin control.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

GaGa's Jamaican Jerk Owen Glave  
Owner  
1402 W Marshall Ave Longview, Texas 75604

Employee:

Monica Gonzales-Colvin

213 Watkins Street,

Longview, Texas, 75604.

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

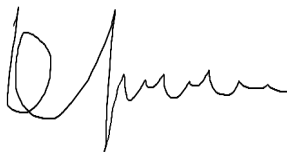
15. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

19. SIGNATORIES. This Agreement shall be signed by Owen Glave, Owner on behalf of GaGa's Jamaican Jerk and by Terisa Kirske in an individual capacity. This Agreement is effective as of the date first above written.



Monica Gonzales-Colvin

2018-11-01 11:13:47



Owen Glave

2018-11-01 13:23:39