



H O L L Y W
O O D

TEAM MEMBER HANDBOOK

Effective 2019

Name: _____

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INTRODUCTION

Welcome

Dear Team Member,

Congratulations on being selected to join our team at Chick-fil-A Hollywood. I personally want to thank you for choosing to work with us, and I am thrilled to welcome you to the Chick-fil-A family across the country, and our family here at Chick-fil-A Hollywood! I look forward to working with you to reach your career and personal goals. We pride ourselves in selecting the finest and best and we are proud that you are one of them. As one of the best, I fully understand that you have a life outside of Chick-fil-A, but I still expect 110% from you every day that you work at Chick-fil-A. You were hired because we believe you align with the values and culture of our restaurant, can contribute to the success of our business, and share our commitment to achieving our goals.

Our goal is to learn why you desire to be a Chick-fil-A team member, what you hope to get out of your experience serving here, and how we can provide the best employment experience you have ever had.

In order to expect such a high standard, we have provided you with a Team Member Policy Handbook (the "Handbook") to assist you with questions, concerns, policies, procedures, work rules and benefits you need to know about in order for you to have a successful employment experience. These policies apply to all team members at Chick-fil-A Hollywood. You should review this Handbook carefully. As a team member of Chick-fil-A Hollywood, you will be expected to know and follow these policies.

Please note that these policies may be reviewed periodically and updated from time to time. I reserve the right to amend, modify, change, supplement or delete, as it deems necessary, any provision of this Handbook, in whole or part, other than the At-Will Employment policy statement (page 2). Any changes that are made to this Handbook will be made known to you as soon as practicable through an updated addendum memorandum, and/or through a meeting led by me, or your supervisors. I will do my best to keep the Handbook current, but there may be times when policies will change before this Handbook can be revised. This Handbook replaces all prior conflicting published or unpublished policies regarding the matters addressed in these materials. This Handbook cannot anticipate every situation or answer every question about employment. I will administer the policies and procedures contained in this Handbook with flexibility when it deems such action to be necessary. My interpretation of these policies is final and binding.

Chick-fil-A is a wonderful place to work and I hope you understand that I will always strive to make it a place of learning, fun, and business. If you ever have any questions or concerns feel free to contact me in any way possible to let me know how we can become a better team. I look forward to working alongside you.

Jeremiah Cillpam
Owner/Operator

What You Can Expect From Chick-fil-A Hollywood

- To be treated fairly and professionally, with honor, dignity & respect
- To be compensated fairly for the work you perform.
- To be trained properly and effectively to succeed in the assigned job.

What Chick-fil-A Hollywood Expects From You

- To provide quality service to our guests.
- To be honest and dependable.
- To project a friendly, clean and positive image.
- To be an efficient, cooperative, and productive Team Member.
- To work with a sense of urgency
- To be a good steward of our restaurant building and equipment
- To strive for perfection in your job performance.

Open Door Policy

CHICK-FIL-A HOLLYWOOD maintains an “Open Door Policy.” Simply stated, that means we will keep all lines of communication open and provide an atmosphere in which Team Members may express opinions, problems, complaints, suggestions, or questions in a professional, business-like manner, and expect prompt answers or resolutions without fear of or actual retaliation. We believe that the best way for us to conduct our business is to have open and direct communications with all Team Members without interference from outside, third parties or non-employed representatives or intermediaries. Therefore, we are against other agents, groups, or associations seeking to intervene between the store and our Team Members.

FAIR EMPLOYMENT POLICIES

At-Will Employment

You are free to terminate your employment at any time, with or without a reason or notice. CHICK-FIL-A HOLLYWOOD also has the right to terminate your employment at any time, with or without a reason or notice. Cause is not required for a team member's termination. This is called "at will" employment. CHICK-FIL-A HOLLYWOOD also reserves the right to change your compensation, position, duties, hours of work and any other term or condition of employment without notice or reason.

No one at CHICK-FIL-A HOLLYWOOD is authorized to enter into an agreement, or make representations which are contrary to this policy, unless in writing signed by the Owner/Operator.

Equal Employment Opportunity

CHICK-FIL-A HOLLYWOOD is an equal opportunity employer and makes employment decisions based on merit. We seek the best available person for every job, and CHICK-FIL-A HOLLYWOOD policy prohibits unlawful discrimination based on race, color, religious creed, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, age, marital status including domestic partnership, gender, sexual orientation, gender identity, an applicant or team member who has caregiving responsibilities, or any other consideration made unlawful by federal, state or local laws. When requested to do so, CHICK-FIL-A HOLLYWOOD will also make reasonable accommodations to assist applicants and team members as required by law.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, CHICK-FIL-A HOLLYWOOD will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a team member, unless undue hardship would result. The intent of a reasonable accommodation is to allow a team member to perform the essential job duties; therefore a reasonable accommodation will be directed to the limitations created by the identified disability.

If you require an accommodation in order to perform the essential functions of the job, contact your supervisor or the Operator to request an accommodation. You should specify what accommodation you need to perform the job. The Operator or another member of management will meet with you to identify and discuss possible accommodations, if any, which may assist you in performing the job. Once an accommodation has been determined, CHICK-FIL-A HOLLYWOOD will continue to provide it is until no longer needed or becomes unreasonable. The applicant or team member is responsible to request an accommodation and to communicate with CHICK-FIL-A HOLLYWOOD to determine effective reasonable accommodations. This duty to communicate remains throughout the accommodation period. If the applicant or team member fails to communicate, CHICK-FIL-A HOLLYWOOD will be compelled to make decisions with the limited information in its possession. In certain circumstances, you may need to notify another supervisor of the accommodation so that you receive the proper response to a request.

In order to fully evaluate your needs and to determine possible accommodations, we expect the parties to engage in an open, interactive discussion. We may also ask you to provide documentation from a health care provider of the limitation(s) as well as possible accommodations. We will document the interactions between you and CHICK-FIL-A HOLLYWOOD and ask you to sign the document. The company will make a reasonable accommodation that does not impose an undue hardship to assist a qualified individual with a disability.

A medical examination may be required of employees when the examination is job-related and consistent with business necessity. This may include circumstances when CHICK-FIL-A HOLLYWOOD needs to assess possible harm or conduct an independent assessment of fitness for duty.

In the event there is a conflict between a person's religious belief or observance, religious dress or grooming practice and any employment requirement, CHICK-FIL-A HOLLYWOOD will explore available reasonable means of accommodating that religious belief or observance, including the possibility of excusing a team member from duties that conflict, with those duties to be performed at another time or by another person. Religious belief or observance includes observance of a Sabbath or other religious holy day, and reasonable time to travel to and from a religious observance. CHICK-FIL-A HOLLYWOOD will provide an accommodation unless it is an undue hardship, which means that the action requires significant difficulty or expense in light of the nature and cost of the accommodation, financial resources of the organization, the number of persons employed at the workplace, the effect on expenses or resources or the impact of the accommodations on operations. An accommodation for a team member's religious dress practice or religious grooming practice will never take the form of segregating the team member from other employees or the public.

Policy Prohibiting Unlawful Discrimination and Harassment

All persons, including employees, vendors, contractors, clients, customers and other third-parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act ("FEHA") or Title VII. Unlawful behavior includes discrimination, harassment or retaliation of our employees, independent contractors, volunteers, or interns. We want to maintain a working environment free from all forms of discrimination and harassment, whether based upon race, religious creed (including religious dress or grooming), color, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, physical or mental disability, medical condition, genetic information or characteristics, marital status including domestic partnership, familial status, age, sex (including sexual harassment, gender harassment, and harassment based on pregnancy, childbirth or related medical conditions and breastfeeding or medical conditions related to breastfeeding), gender identity, gender expression, or sexual orientation, military or veteran status, or any other legally protected characteristic or status. Team members are also protected if they are perceived to have any of these characteristics or are associated with a person who has, or is perceived to have any of these characteristics.

Unlawful discrimination may consist of a decision, policy or practice that treats team members differently based on a protected characteristic or status. Harassment involves conduct or behavior that is so severe or pervasive that it alters a person's employment and affects a term, condition or privilege of employment. This is called a "hostile working environment." Harassment may also occur when a managerial team member asks a subordinate for sexual favors in return for a job benefit. This is called "quid pro quo" harassment. Sexually harassing conduct need not be motivated by sexual desire. Examples of prohibited conduct are described below.

Behavior such as telling ethnic jokes, making religious slurs, using offensive "slang" or other derogatory terms denoting a person's race, age, national origin, disability or mimicking one's speech, accent or disability, are examples of prohibited conduct and will not be tolerated in our organization.

Discrimination or harassment may take many forms. Following are a few examples of prohibited discrimination or harassment:

- A manager making a promotion or other employment decision based on the worker's gender, race, personal relationship or other protected class;
- Making racial, ethnic or religious epithets, slurs or jokes;
- Directing remarks, jokes or other intimidating behavior towards persons of a specific race, gender or other protected classification;
- Making comments, jokes or innuendo of a sexual nature, including comments about a person's body;
- Exhibiting nude, profane, or obscene cartoons, drawings or photographs;

- Whistling, staring, leering or making other sexual gestures;
- Inappropriate touching, hugging or kissing, assault, or impeding or blocking movements;
- Making unwelcome sexual advances or requests for sexual favors;
- Making submission to sexual requests a term or condition of employment, job benefit or job opportunity;
- Rejecting a person for employment, or for a job benefit or opportunity because the person has refused to participate in sexual conduct;
- Any other conduct that a person could conclude is intimidating, hostile or offensive behavior and based on a protected classification.

Every team member has the responsibility to maintain the workplace free of any form of unlawful discrimination or harassment. If you are the victim of unlawful discrimination or harassment, or if you witness an event that you feel may constitute unlawful discrimination or harassment, you must immediately report the incident(s) to an appropriate authority. You cannot remain silent. You have an obligation to report the incident(s) and cooperate in any investigation.

Managers and supervisors are accountable for taking reasonable steps to prevent unlawful discrimination or harassment and stop the behavior from reoccurring in the event it does happen. This includes ensuring reporting of incidents, monitoring team members and third persons (such as vendors or clients) who may have engaged in inappropriate behavior, carefully listening to team member grievances regarding alleged unfair treatment and protecting team members against retaliation. Supervisors must report any complaints of misconduct to the Owner/Operator so CHICK-FIL-A HOLLYWOOD can try to resolve the claim as quickly as possible.

This policy covers conduct in the workplace, at social functions sponsored by CHICK-FIL-A HOLLYWOOD (such as holiday dinners, picnics, sporting events, etc.), and business functions (such as conventions, trade shows, etc.).

Any messages or communications sent or received through our electronic communications systems are subject to our anti-harassment and anti-discrimination policies. The use of information systems (including email and internet) for the display or transmission of sexually explicit images, message, off-color jokes, racial slurs, or anything that may be construed as unlawful harassment or showing disrespect for others, is prohibited.

The company provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in team member relations. **As a team member of CHICK-FIL-A HOLLYWOOD, you have the responsibility to immediately report any inappropriate or prohibited actions or words by a supervisor, co-worker, vendor, client, contractor or other individual.** You should report the incident to your manager/supervisor, or any other manager, or to the next level of management, if the complaint involves your direct supervisor or manager.

We encourage team members to use the appropriate procedure for notifying CHICK-FIL-A HOLLYWOOD of a concern or complaint. Notifying the appropriate representative allows us to investigate and resolve a complaint. A team member who does not use appropriate procedures, but instead gossips to co-workers may make the situation worse. In addition, the person gossiping may be subject to a lawsuit by the person who is the subject of the gossip. Company representatives will also exercise discretion and maintain confidentiality to the extent possible, disclosing information to those persons only who have a legitimate need to know the information.

CHICK-FIL-A HOLLYWOOD will not retaliate against you for making a complaint regarding any employment practice prohibited by this policy, or for testifying, assisting or cooperating in any proceeding authorized by state or federal civil rights laws.

CHICK-FIL-A HOLLYWOOD will take prompt remedial action in the event of a complaint. All complaints of unlawful discrimination or harassment will be followed by a fair, complete and timely investigation by qualified personnel. We will provide all parties with appropriate due process and reach reasonable conclusions based on the evidence collected. Investigations will be documented to show reasonable progress, and will be closed in a timely manner.

Prompt remedial action may include investigations, disciplinary actions or appropriate restoration of job benefits. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while still being able to effectively complete the investigation. To the extent possible, the complainant and the accused will be advised of the findings and the conclusion. To provide confidentiality and to protect all persons, including witnesses, the company may not disclose all information in its possession.

Remedial action will be taken if misconduct is found. Action taken will be designed to ensure that the victim is restored to his/her position and that the inappropriate behavior will not be repeated. **Action taken for misconduct could include job discipline, termination of employment, termination of a contract or other measure** depending on the circumstances of the situation and the person's relationship with the organization.

If you believe you have been the victim of unlawful discrimination or harassment or suffered retaliation you may also contact the California Department of Fair Employment and Housing or the federal Equal Employment Opportunity Commission. These agencies may investigate or assist you in resolving any dispute. The DFEH and EEOC, if they prosecute the case, can obtain various remedies for a person including imposing fines or damages for emotional distress against the employer or persons who violated the law; order the employer to hire or reinstate you; order back pay or a promotion; order the employer to change or modify its workplace practices.

While it is not required that you exhaust the resolution process before contacting a governmental agency, we hope that you will take advantage of the company's process for resolving workplace concerns and complaints. We believe that prompt reporting of concerns will allow us to work in an environment that allows everyone to perform his/her job in a positive manner.

All supervisory team members must participate in two hours of classroom or other effective interactive training and education regarding sexual harassment. Non-supervisors must participate in one hour of training on sexual harassment. Training must take place within six months of the team member assuming the position. Training will be repeated every two years. This training will include information regarding the prohibition against and the prevention and correction of sexual harassment, and the remedies available to victims of sexual harassment in employment.

You may also view online sexual harassment training courses developed by the Department of Fair Employment and Housing (DFEH) at www.dfeh.ca.gov/resources/.

Reporting Compliance Irregularities

At CHICK-FIL-A HOLLYWOOD we are committed to maintain high professional and ethical standards. We expect all team members to comply with all applicable laws. If you have any concern or question regarding any policy or practice of the company, we encourage you to speak with the Owner/Operator.

In addition, if you have reason to believe that CHICK-FIL-A HOLLYWOOD has violated a state or federal statute, or violated or failed to comply with a local, state or federal rule, regulation, or ordinance, you may file a report with the Attorney General's office without fear of retaliation. The Labor Law poster located in the team member break room describes your rights and provides the telephone number of the reporting hotline. The company will not retaliate against any team member because that person has disclosed information to a government or law enforcement agency, provided the team member had reasonable cause to believe the information disclosed a violation of law.

Genetic Information Nondiscrimination Act (GINA)

CHICK-FIL-A HOLLYWOOD will not ask you for any genetic information with respect to your employment. However, in responding to a request for medical certification for a leave of absence or an accommodation you or your healthcare provider may inadvertently provide genetic information about yourself. With this in mind, you are provided with the following information:

The Genetic Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Immigration Related Policies

A team member may exercise his/her rights under the Labor Code or any local ordinance without suffering unfair immigration-related practices. This includes the filing of a complaint or informing CHICK-FIL-A HOLLYWOOD of an alleged violation of the Labor Code or local ordinance, provided the complaint or disclosure is made in good-faith, seeking information about whether the company is in compliance, or informing another person of his/her rights under the Labor Code or local ordinance. An unfair immigration-related practice means the following action taken with a retaliatory purpose: Requesting more of different documents than required under federal law to show eligibility for employment; refusing to honor documents that on their face appear genuine; using E-Verify to check employment authorization status at a time or in a manner not required or authorized under federal law; threatening to file or filing a false police report or a false report or complaint with any state or federal agency; threatening to contact immigration authorities.

Moreover, CHICK-FIL-A HOLLYWOOD will not take adverse action against a team member, including reporting or threatening to report the team member or family member to a federal, state or local agency based on the team member's suspected citizenship or immigration status, because (s)he exercises a right under the Labor Code, the Government Code, or the Civil Code.

Public Assistance

CHICK-FIL-A HOLLYWOOD understands that its employees may, at times, need to participate in public assistance programs. CHICK-FIL-A HOLLYWOOD is sympathetic to anyone in time of need. We won't discriminate or retaliate against an employee who enrolls in a public assistance program. Nor will we refuse to hire a person because of enrollment in a public assistance program. CHICK-FIL-A HOLLYWOOD will not disclose to anyone, unless permitted by law, that an employee receives or is applying for public benefits.

Salary History

CHICK-FIL-A HOLLYWOOD will not seek or request salary history information about an applicant for employment. However, if an applicant voluntarily discloses it, the company may rely on the information to determine the salary of the applicant.

We will provide a pay scale, meaning a salary or wage range, for a position to an applicant who requests it after an initial interview.

WORKING CONDITIONS

Job Duties

Job responsibilities and performance standards will be explained at the time of hire. You are referred to your applicable job description for further details about your position.

Job descriptions are meant only to describe the general nature of work. Job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to your department or CHICK-FIL-A HOLLYWOOD. A supervisor may alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Age-Restricted Activities

For team members who are 14-17 years old, the law provides that certain tasks in our restaurants are prohibited. In addition, there are certain hours of work restrictions that apply to employees who are under age 18, particularly those who are 14-15 years old. Information concerning age-restricted activities and hours of work can be found in the employment postings of our restaurant. If you have any questions in this regard, please see the manager on duty. If you are in doubt as to whether a particular activity or time of work is prohibited for a team member of your age, then you should refrain from performing the task of working at the particular time until you have consulted with management and obtained proper guidance and direction.

Classification of Team Members

Full-time team members are those who are regularly scheduled to work no less than 30 hours per workweek. Full-time team members are paid on either an hourly or salary basis.

Part-time team members are those who are scheduled to work less than 30 hours per week. Part-time team members are generally paid on an hourly basis. Part-time team members may not be eligible for any or some benefits. If you have questions regarding your eligibility for particular benefits, see the Owner/Operator. The conditions of eligibility for benefits are set forth in the particular plan documents for each benefit.

Work Hours and Attendance

Work schedules will normally be posted by 10 a.m. on the Friday for the workweek beginning the following Monday.

This policy is applicable to all employees unless their tardy or absence is exempted as a result of state paid sick leave, or other legally protected leaves of absence.

Your presence at work when scheduled is important to maintain the level of quality and guest service that our guests deserve. If for any reason you are unable to report to work, you are expected personally to notify your Manager at least **two hours** before your scheduled start time and you are expected to assist in finding a suitable replacement, **approved by the manager on duty** to cover your shift. All absences are recorded. Upon returning to work please provide proper documentation, i.e. doctor's note, for store records. Repeated absenteeism or tardiness is grounds for dismissal.

Team Members are expected to report to work during inclement weather conditions unless the Owner/Operator declares an emergency closing.

CHICK-FIL-A HOLLYWOOD does not grant paid sick days in addition to state-mandated paid sick leave. For unforeseeable events, such as accidental injury causing serious health condition or a sudden change

in your health, you are expected to notify management as soon as possible. Upon return, please provide a doctor's note and permission to return to work.

Team Member must obtain permission from management when they have a need to leave store premises during normal working hours. Team Members who are absent from work for non-emergency reasons without giving proper notice will be considered as having voluntarily quit.

Attendance and other records related to hours worked and wages paid are kept for a period of three years. These records are available for your review during normal office hours by scheduling a time to review them with the Operator.

Requesting Time Off

Please submit any requests for time off two weeks prior to the date(s) you are requesting off for. Management will attempt to accommodate reasonable scheduling requests if possible, consistent with the need to staff the restaurant appropriately to meet business and customer needs. All vacation requests should be submitted at least one month in advance.

If you need time off after the schedule has been posted, it is your responsibility to make arrangements with another appropriate team member to work your scheduled shift. Requests for time off that are not made in accordance with this policy may be denied unless the time off is for leave mandated by federal, state or local law, including state-mandated paid sick leave, and you are both qualified and have complied with all procedural requirements in requesting the leave.

Time Clock

You will be assigned an employee number and are expected to clock-in and out at the beginning and end of each shift. You may not clock-in more than 2 minutes before the shift begins and are expected to clock-out no more than 2 minutes before or after the shift is scheduled to end unless otherwise instructed by a team leader, shift manager, or other person(s) in management.

Under no circumstances will hourly Team Members be asked to, or on their own, work "off the clock." Any time personnel are in the store performing store duties they must be clocked-in. Each Team Member should enter his/her own time when clocking-in or out. Never clock-in or out for someone else or ask someone else to clock in or out for you. Team Members must report to management any request or encouragement by anyone to violate this policy. It is your responsibility to clock in and out, however if you need an adjustment made to the time clock, speak to the Manager In Charge.

Anytime a team member works away from our store, whether at his/her home or at an off-site event or meeting, all work hours must be reported using our Out of Operations Form. All forms must be submitted to the Business/Admin Director on or before the last day of the pay period.

CHICK-FIL-A HOLLYWOOD will pay you for all hours accurately recorded, whether through our POS system or on Out of Operations Forms. If you fail to correctly record time, your paycheck may not include compensation for all hours worked since the company may not have a record of it. It is not possible for CHICK-FIL-A HOLLYWOOD to monitor all team members and determine when they are working and whether they have clocked in. It is your responsibility to accurately maintain and submit your time records.

Overtime

Only non-exempt team members are eligible for overtime compensation. Please refer to your job description to determine whether you are a non-exempt team member. Exempt team members are not eligible for overtime compensation. They are paid on a salary basis and are in executive, administrative or professional positions.

Non-exempt team members will be paid overtime compensation as follows:

1. Work in excess of eight hours in a workday and work in excess of 40 hours in any workweek and the first eight hours worked on the seventh consecutive day of work in any workweek will be paid at one and one-half times the regular rate of pay.
2. Any work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek will be paid at twice the regular rate of pay.

In calculating overtime compensation, the company will not combine more than one rate of overtime compensation. Hours worked means time actually spent on the job. It does not include hours away from work due to vacation, sickness or holiday even when these days are compensated.

One Day of Rest in Seven

Employees are entitled to one day's rest in seven, unless total hours in the workweek do not exceed 30 hours and the employee has not worked more than six hours in any workday. The days of rest need not come each workweek. Rather, on average an employee is entitled to one day of rest for every seven days in the calendar month. An employee can choose, however, to forgo the day of rest. Employees will be requested to confirm in writing that they know their right to rest but choose to work a seventh day.

Pay Day

All team members are paid every other Thursday, after 2:00pm.

No one other than yourself will be given your paycheck without producing a written, signed statement by you, naming them and instructing us to give them your paycheck. This should be done only when unavoidable.

Payroll checks may not be cashed at the restaurant. If your paycheck is lost or stolen, notify a member of management immediately.

Paychecks

Each pay day CHICK-FIL-A HOLLYWOOD will pay you with a check. You will receive an itemized statement of earnings, typically referred to as a "paycheck stub." The statement will show, for the pay period, gross wages earned, total hours worked (except for employees exempt from overtime and minimum wage pursuant to California law), all deductions, net wages earned, the dates of the pay period, your name and part of your social security number, the name and address of the business, and the applicable hourly rate. CHICK-FIL-A HOLLYWOOD will also provide you with the amount of paid sick leave benefits you have accrued on the paycheck. Please assure that all personal information is true and correct. If changes need to be made, please contact your supervisor.

CHICK-FIL-A HOLLYWOOD processes the payroll for each team member. Processing payroll requires the company to make many calculations for each team member, and it is possible that an error may occur. For this reason, we ask that you carefully review each paycheck stub for accuracy. If you have any questions, or if there is an error, please bring it to our attention immediately. No team member will suffer adverse action because (s)he expressed or made a written or oral inquiry or complaint regarding wages.

Your paycheck will be subject to payroll deductions. This will include federal and state income taxes which CHICK-FIL-A HOLLYWOOD is required to withhold, payroll taxes such as social security, and any other deductions which you have authorized for your benefit. For example, you may be responsible for paying part of an insurance premium. A deduction from your paycheck may be made if an overpayment arises from the previous pay period.

Before CHICK-FIL-A HOLLYWOOD makes any deductions, you will be required to sign an authorization. If the amounts of the deductions change (such as for health care premiums), you will be required to sign a new authorization form.

Pay Notice

At the time of hiring, CHICK-FIL-A HOLLYWOOD will provide you with a written notice containing the following information:

- Your rate or rates of pay and whether paid by the hour, shift, day, week, salary, piece, commission, or other basis, including overtime rates;
- Allowances such as meal or lodging, if any, as part of the minimum wage;
- Our regular payday;
- Our company name, including any dba;
- The physical address of CHICK-FIL-A HOLLYWOOD's main office or principal place of business, and any mailing address;
- Our telephone number;
- The name, address, and telephone number of CHICK-FIL-A HOLLYWOOD's workers' compensation insurance carrier; and,
- How our company will comply with California's paid sick leave law.

Payroll Records

CHICK-FIL-A HOLLYWOOD will keep payroll records showing hours worked daily and wages paid to each team member at 6750 W. Sunset Blvd in Los Angeles, California. These records will be kept for at least three years. You may also keep a personal record of hours worked. If your record differs from the information CHICK-FIL-A HOLLYWOOD provides you on your paycheck, contact management immediately. CHICK-FIL-A HOLLYWOOD will make records available to an employee within 21 days of a request for payroll records.

Performance Evaluations

In order to communicate to you the progress you have made in fulfilling our business expectations, you will receive periodic performance evaluations using our tiered rating system. We feel these reviews are important because they will assist you in becoming a better Team Member by understanding your strengths, in what areas you need improvement and goals you can strive for in the future.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. Positive performance evaluations do not guarantee increases in salary, promotions, or continued employment. Salary increases and promotions are solely within the discretion of CHICK-FIL-A HOLLYWOOD and depend upon many factors in addition to performance. You will be required to sign a form acknowledging that your performance and any requirements for improvement have been discussed with you.

Failure to achieve and maintain acceptable reviews could lead to disciplinary action including demotion, suspension and/or termination. Acceptable performance by all Team Members is expected.

Meal Periods

CHICK-FIL-A HOLLYWOOD will make a 30-minute unpaid and uninterrupted meal period available to each team member who works at least a five-hour shift, and team members will not be required to remain on the premises. We encourage team members to take a meal period to relax or to take care of personal matters. Team members will be relieved of all duty during the meal period and are not required to remain on the premises. If CHICK-FIL-A HOLLYWOOD concurs, you may waive your meal period if your work period is no more than six hours in the workday. If you work 10 hours in a workday, you are entitled to a

second unpaid meal period of 30 minutes. You cannot waive the second meal period unless CHICK-FIL-A HOLLYWOOD concurs and you have not waived your first meal period. Meal periods may be arranged around work requirements, but should be taken before you have completed five hours of work.

If, due to the press of business or for other reasons, you feel as though you cannot take a meal period, contact a supervisor. By coordinating schedules we can assure that everyone can take a meal period. A team member's failure to record meal periods properly may result in disciplinary action.

Rest Periods

CHICK-FIL-A HOLLYWOOD encourages that all team members take rest periods, which shall be insofar as practicable in the middle of each work period. Employees will be relieved of all duty during the rest period. They may leave the worksite. They are not required to carry phones or other electronic devices during a rest period.

Team members are given 10 minutes of rest per four hours of work performed. CHICK-FIL-A HOLLYWOOD will try to permit rest periods in the middle of each work period unless practical considerations render it infeasible. CHICK-FIL-A HOLLYWOOD will not let employees aggregate rest periods and take them all at once. Team members may need to coordinate schedules so that everyone can take a rest period. If, due to the press of business or for other reasons, you feel as though you cannot take a rest period, contact a supervisor or the Operator.

A team member is entitled to take rest periods based on the number of hours worked:

<u>Hours Worked</u>	<u>Rest Periods Allowed</u>
0 – 3.4 hours	0
3.5 – 6 hours	1
6.1 – 10 hours	2
10.1 – 14 hours	3
14.1 – 18 hours	4

Lactation Accommodation

If you would like to express breast milk for your infant child while at work, please submit a request for accommodation to your supervisor. We will make reasonable efforts to accommodate your need insofar as practicable. We will provide a similar accommodation as we would for another employee temporarily disabled by a medical condition. The accommodation may include extended break periods and the use of an appropriate room or other location where milk can be expressed in private. If we cannot provide a permanent lactation, we will provide you with a location that is private and free from intrusion.

This break time will be required to run concurrently, if possible, with any break time already provided. In the event that it is not possible for the break time for expressing milk to run concurrently with break time already provided, the break time for expressing milk shall be unpaid.

Team Member Conduct

CHICK-FIL-A HOLLYWOOD does not believe it is necessary to list exhaustively every work rule or standard of conduct. All team members are expected to perform jobs well, to conduct themselves in a professional manner at all times, and to treat others with honor, dignity and respect. Additionally, all team members are expected to comply with any rules applicable to employment in the restaurant (including, but not limited to, the rules set forth in this Handbook).

Some general conduct requirements that are nonnegotiable and you must comply with are as follows:

- Team Members must comply with applicable Federal, State and Local Health, Safety and Security regulations. This includes all store regulations, policies, and procedures.
- As representatives of Chick-fil-A, Team Members are expected to conduct themselves in a positive and professional manner.
- It is your responsibility to stay informed about your work schedule and be at your workstation, ready for work at your assigned starting time.
- Maintain a workstation that is clean and orderly.
- Perform all duties efficiently, timely, and in accordance with store standards.

In some instances of rule violations, improper conduct or unsatisfactory job performance, disciplinary action may be appropriate. Serious instances of rule violations, improper conduct or unsatisfactory job performance, as determined by a manager or the Owner/Operator, may result in disciplinary action, up to and including immediate termination of employment. The following are among the most common examples for severe disciplinary action, including immediate dismissal:

- Violation of Chick-fil-A Hollywood's Civility, Equal Employment & Non-Harassment Policy;
- Violation of Chick-fil-A Hollywood's policy prohibiting violence in the workplace;
- Clocking another team member in or out;
- Clocking in or out for a team member who did not work, or otherwise submitting to be paid for time not worked;
- Failure to comply with Chick-fil-A Hollywood's cash and coupon accountability;
- Reporting to work under the influence of alcohol or illegal drugs;
- Insubordination or disrespect to management or the Owner/Operator;
- Excessive unexcused tardiness or absence, or failure to notify management of tardiness or absences in a timely manner.
- Dishonesty or falsification of Chick-fil-A Hollywood records or documents;
- Possession of firearms or other weapons in or on store property;
- Theft, destruction, defacement or misuse of store, guest or Team Member property;
- Use of inappropriate language or other inappropriate behavior directed toward other employees, customers or third persons including, but not limited to, profanity, obscenity, cursing, sexual or racial slurs, or other foul or offensive language in the restaurant and/or loud or disruptive language, fighting, or conduct;
- Participating in or initiating horseplay, pranks, practical jokes, etc. which may result in interference with guest service, injury to oneself or others;
- Time theft, i.e. not working while on the job;
- Cash theft which includes, but is not limited to:
 - Taking money from the cash register (which may be revealed by a cash shortage);
 - Writing over rings for entries not made;
 - Failing to ring up a sale or a part of a sale;
 - Purposely giving to much change.
- Food theft which includes, but is not limited to:
 - Giving away food over the counter without receipt of the appropriate payment and/or coupons in exchange;
 - Giving away food to team members who are not working that shift without receipt of the appropriate payment;
 - Intentionally over-portioning products;
 - Taking food home without payment after closing or finishing your shift;
 - Storing food for later pick-up without payment;
 - Sharing break food with an individual who is not a team member;
 - Signing for food or goods not delivered;
 - Eating during your shifts while not on an approved break;
 - Giving out unauthorized promotional material or discounts.

Disciplinary actions will be approached on a case-by-case basis, taking into account all the relevant facts and factors of the situation. Chick-fil-A Hollywood also reserves the right to discipline an employee at any time for inappropriate conduct or behavior, whether or not such conduct is referenced or mentioned in this policy. Nothing in this policy is a guarantee that any particular disciplinary steps will be followed in any

given case, or at all, and this policy does not reflect any contractual agreement or right of any team member that any particular disciplinary steps will be follow in any given case. Employment at Chick-fil-A Hollywood remains at-will.

TIME OFF

Paid Sick Leave

In accordance with the City of Los Angeles municipal code, team members accrue state-mandated paid sick leave ("PSL") as follows:

PSL accrues at the rate of one hour per every 30 hours worked. For purposes of calculating PSL, team members who are exempt from overtime as an administrator, executive or professional under the appropriate wage order will be deemed to work 40 hours per workweek. All other team members must keep a record of hours worked so that CHICK-FIL-A HOLLYWOOD can properly account for accrued sick leave. A team member is entitled to use accrued PSL beginning on the 90th day of employment.

Upon an oral or written request, a team member may use PSL for the diagnosis, care or treatment of an existing condition, or preventive care, for the team member or for a family member. PSL can also be taken by a team member who is a victim of domestic violence, sexual assault, or stalking. The team member should provide notice of the need for leave as soon as practicable, and in advance if foreseeable. Family members include a child (biological, adopted, foster, step), legal ward, child to whom the team member stands in loco parentis; parent (biological, adoptive, step), legal guardian of team member or team member's spouse or registered domestic partner, person who stood in loco parentis when team member was a minor; spouse; registered domestic partner; grandparent; grandchild; and sibling. PSL may also be used for an individual related to the team member by blood or affinity whose close association with the team member is the equivalent of a family relationship.

Team members must use PSL in at least two-hour increments. CHICK-FIL-A HOLLYWOOD may require a team member to provide reasonable documentation of an absence from work for which paid sick leave is or will be used.

A team member may accrue a maximum of 72 hours of PSL. Once the maximum is reached, the team member must reduce accrued PSL before accrual will recommence. A team member can use no more than 48 hours of PSL in each year of employment. CHICK-FIL-A HOLLYWOOD will not lend PSL to team members in advance of accrual. Unused PSL will not be paid to the team member at the separation of employment. However, if the team member is rehired by CHICK-FIL-A HOLLYWOOD within one year of the date of separation, previously accrued but unused PSL will be reinstated at rehire.

PSL will be paid at the team member's regular hourly rate of pay.

A poster describing PSL rights is located in the break room. CHICK-FIL-A HOLLYWOOD will maintain records documenting hours worked and PSL accrued and used. CHICK-FIL-A HOLLYWOOD will make them available within 21 days upon request.

Family and Medical Leave of Absence

Eligibility

An eligible team member may take a Family and Medical Leave of Absence pursuant to the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA") due to:

1. The birth or adoption of a child;
2. the placement of a foster child with the team member;
3. the need to care for a child, spouse or parent with a serious health condition; or
4. the team member's own serious health condition.

All employees will be provided with a copy of the general notice provided by the federal government, "Employee Rights and Responsibilities Under the Family and Medical Leave Act", WH Publication 1420, as well as a copy of the state CFRA brochure.

"Serious health condition" is defined as an illness, injury, impairment, physical or mental condition that involves inpatient care or continuing treatment or supervision by a health care provider. If your own serious health condition is related to pregnancy, childbirth or a related medical condition, you may also be eligible for a leave pursuant to the Pregnancy Disability Leave law ("PDL"). Typically, an FMLA leave runs concurrently with a PDL leave. CFRA and PDL typically do not run concurrently. Leave due to the birth or adoption of a child, or the placement of a foster child, must be taken within the 12-month period following birth, adoption or placement.

An eligible team member may be permitted to take time off to care for a child even if that child is an adult provided the following conditions have been met: (1) the adult child must have a disability; (2) the adult child must be incapable of self-care due to the disability; (3) the adult child must have a serious health condition; and (4) the team member-parent must be needed to care for the adult child due to the serious health condition.

To be eligible for Family and Medical leave, you must:

1. Have been a CHICK-FIL-A HOLLYWOOD team member for at least 12 months prior to the date the leave begins; and
2. Have provided at least 1,250 hours of service during the 12-month period preceding the leave.

Your eligibility must be verified. We encourage you not to make plans, such as scheduling surgery or purchasing non-refundable air tickets, unless you have received written verification that you are eligible to take a family and medical leave.

An eligible team member may also use the 12-week leave entitlement for a qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the team member is on covered active duty, or has been notified of an impending call or order to active duty in the Armed Forces, the Reserves or the National Guard in support of a contingency operation. Qualifying exigencies include attending military events and related activities, arranging for alternative childcare or school activities, addressing certain financial and legal arrangements, attending counseling sessions, taking part in rest and recuperation (limited to 15 days), and attending post-deployment activities within 90 days of the end of the military member's covered active duty. Covered active duty is defined for members of a regular component of the Armed Forces, as duty during deployment to a foreign country; for members of a reserve component, it is defined as duty during deployment to a foreign country under a call or order to active duty.

With the exceptions stated in the next paragraph, an eligible team member is entitled to no more than 12 workweeks (60 working days) of unpaid leave within a 12-month period. The 12-month period is calculated from the first day the Family and Medical Leave of Absence is taken. If both parents work for CHICK-FIL-A HOLLYWOOD, they will be unable to take more than 12 weeks of combined leave in connection with the birth, adoption, or foster care of a child.

An eligible team member who is a spouse, son, daughter, parent, or next of kin may take up to 26 workweeks of unpaid leave to care for a member of the Armed Forces, National Guard or Reserves, or a veteran who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness sustained in the line of duty on active duty.

The service member must have been a member of the Armed Forces at any time during the five-year period preceding the date of the treatment, recuperation or therapy. This leave may be taken once per injury, and it is available only while the service member is in the military.

An eligible team member may also take leave to care for a parent who is incapable of self-care and is the military member's biological, adoptive, step, or foster parent, or any other person who stood in loco parentis to the military member when the member was under 18 years of age. A parent who is incapable of self-care is a person who requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living. As with any exigency leave, the military member must be the family member of the team member requesting exigency leave. This leave is available for the team member when the military member's call to or active duty status necessitates a change in care (1) to arrange for

alternative care; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent to a care facility; or (4) to attend meetings with staff at a care facility.

You must give 30 days' notice where the leave is foreseeable. Otherwise, you must notify CHICK-FIL-A HOLLYWOOD as soon as practicable of the need for Family and Medical Leave of Absence. You must also provide CHICK-FIL-A HOLLYWOOD with sufficient information for us to determine if the leave may qualify as Family and Medical Leave as well as the anticipated timing and duration of the leave.

Continuation of Benefits

During your absence under the Family and Medical Leave of Absence policy, CHICK-FIL-A HOLLYWOOD will continue to maintain coverage under its health care policies to the same extent as if you were not on leave. If a health care policy requires a paycheck deduction, you remain responsible for all payments during the leave of absence. If you fail to return to work after the leave of absence, you will be required to repay CHICK-FIL-A HOLLYWOOD for premiums it paid on your behalf.

If your leave is related to pregnancy disability, you may be able to continue your health care benefits for up to four months in a 12-month period. Please review the Pregnancy Disability Leave of Absence Policy for more information on the continuation of benefits. Additionally, if you fail to return to work after the leave, CHICK-FIL-A HOLLYWOOD may recover the premiums paid on your behalf.

Reinstatement

Generally, team members are entitled to a comparable position upon the termination of leave under the Family and Medical Leave of Absence policy. However, an employee has no greater right to reinstatement or to any benefits than if the employee had been continuously employed during the leave period. Moreover, CHICK-FIL-A HOLLYWOOD is not required to reinstate a team member who is among the highest paid 10 percent of team members if necessary to prevent substantial and grievous economic injury to the company and if the team member is notified of the intent to refuse reinstatement.

Procedure for Requesting Family Care and Medical Leave

Notice Requirements: A team member must provide proper notice as a condition of eligibility for a leave, at which time the Owner/Operator will inform you of your specific rights under the FMLA and CFRA leave provisions. You must notify the company in writing of the need for an FLMA leave, the date it will commence, and the anticipated duration of the leave. For events that are unforeseeable 30 days in advance, but are not emergencies, you must notify CHICK-FIL-A HOLLYWOOD as soon as you learn of the need for the leave, ordinarily no later than one to two working days after you learn of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, CHICK-FIL-A HOLLYWOOD may request you to reschedule the treatment so as to minimize disruption of business.

You may decline to use Family and Medical Leave for an absence that might otherwise qualify. For example, you might want to use only your vacation benefits, and not Family and Medical Leave. If you decline to use Family and Medical Leave for an absence, you will be required to return when your authorized leave ends. If you fail to return on time, you could be subject to discipline, including the termination of your employment.

If you fail to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, CHICK-FIL-A HOLLYWOOD reserves the right to delay the taking of the leave until at least 30 days after the date you provide notice of the need for family care or medical leave.

All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. a team memberCHICK-FIL-A HOLLYWOOD

Medical Certification: Any request for medical leave for your own serious health condition or for family care leave to care for a child, spouse, or parent with a serious health condition must be supported by medical certification from a health care provider. For foreseeable leaves, you must provide the required

medical certification before the leave begins. When this is not possible, you must provide the required certification within 15 calendar days after CHICK-FIL-A HOLLYWOOD's request for certification, unless it is not practicable under the circumstances to do so, despite your good faith efforts.

Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of your continued leave. Any request for an extension of the leave must also be supported by an updated medical certification.

We will notify you in writing if we believe that the medical certification is incomplete or insufficient. You will have seven days to correct the problem.

The medical certification for a child, spouse, parent or service member with serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition warrants your participation to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for your own serious health condition shall include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, you are unable to perform the functions of your position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at your option, identify the nature of the serious health condition involved. If CHICK-FIL-A HOLLYWOOD has reason to doubt the validity of your certification, we may require you to obtain a second opinion from a doctor of the company's choosing at our expense. If your health care provider and the doctor providing the second opinion do not agree, CHICK-FIL-A HOLLYWOOD may require a third opinion, also at our expense, performed by a mutually agreeable doctor who will make a final determination. Before returning to work, CHICK-FIL-A HOLLYWOOD also may require you to provide medical certification that you are able to return to work.

When leave is taken to care for a covered service member with a serious injury or illness, CHICK-FIL-A HOLLYWOOD may require the team member to obtain certification completed by an authorized health care provider of the covered service member (as identified in 29 C.F.R. § 823.310). In certain conditions, CHICK-FIL-A HOLLYWOOD may also be entitled to a second or third opinion.

Pregnancy Disability

CHICK-FIL-A HOLLYWOOD wants to assist its employees who are pregnant to continue to work as long as they are able, and to take the appropriate amount of time off for the birth of the baby and for recovery. CHICK-FIL-A HOLLYWOOD has adopted this policy to achieve these goals.

If you are disabled by pregnancy, childbirth, or related medical conditions, you are eligible to take no more than four months of unpaid leave. Four months means the number of days you would normally work within a four-month period, which is 17 $\frac{1}{3}$ weeks. If your schedule varies month to month, a monthly average of hours worked over the four months prior to the beginning of the leave period will be used to calculate your normal work month. If you work a 40 hour per week shift, four months means 693 hours of leave entitlement (40 hours x 17 $\frac{1}{3}$ weeks).

Leave can be taken in a block, as intermittent leave, or as a reduced work schedule. For example, you could take intermittent leave for medical appointments.

We will treat employees disabled due to pregnancy like other employees temporarily disabled by a medical condition. You may also be able to transfer to a different position during the period of your disability if medically advisable and the transfer can be reasonably accommodated. If you are transferred to another position, you will retain your rate of pay and benefits. You will not be transferred over your objections unless your health care provider certifies that you need to take an intermittent leave or work a

reduced schedule. In that case, CHICK-FIL-A HOLLYWOOD may transfer you temporarily to an available alternate position. When the transfer is no longer medically advisable, CHICK-FIL-A HOLLYWOOD will return you to your original or comparable position.

You may be entitled to an accommodation if medically advisable and the accommodation is reasonable. CHICK-FIL-A HOLLYWOOD will consider factors such as your needs, the duration of the requested accommodation, the cost to the organization, and available personnel to assist. We expect you to engage in a good faith interactive process to identify and implement a reasonable accommodation.

CHICK-FIL-A HOLLYWOOD requires you to provide reasonable notice of the need for a reasonable accommodation, transfer or leave, including the anticipated time and duration of the accommodation, transfer or leave. This typically means at least 30-days' notice, unless the need was not foreseeable (such as due to an emergency).

CHICK-FIL-A HOLLYWOOD also requires that you provide medical certification as a condition of providing an accommodation, transfer or leave. If foreseeable, we ask that you provide the notice and medical certification at least 30 days prior to the accommodation, transfer or leave. If the need is not foreseeable, we ask that you provide the certification within 15 days of our sending you the certification form. This form may arrive either via mail, email or personal delivery.

CHICK-FIL-A HOLLYWOOD will also request that you provide medical certification of your ability to return to your position or duties following your leave or transfer.

Failure to timely provide notice of the need for an accommodation, transfer or leave could result in a delay of approval for the accommodation, transfer or leave. If you fail to provide notice or fail to provide medical certification, approval for any accommodation, transfer or leave could be denied. Other consequences, including loss of employment, could result if you are not at work and you fail to communicate with CHICK-FIL-A HOLLYWOOD.

We also ask that you make reasonable efforts to schedule appointments or treatments to minimize disruption to our operations and ability to provide the products and services our guests expect. Of course, we recognize that appointments and treatments will be subject to the advice of your health care provider.

During your leave, CHICK-FIL-A HOLLYWOOD will continue to provide benefits, for up to a maximum of four months over a 12-month period, under our group health plan at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. CHICK-FIL-A HOLLYWOOD may recover the premium it paid on your behalf if you fail to return from leave and your failure to return is for a reason other than: (1) You are taking leave under the California Family Rights Act; (2) the continuation, recurrence or onset of a health condition that entitles you to take pregnancy disability leave; (3) non-pregnancy related medical conditions requiring further leave unless you chose not to return following the leave; (4) where you must care for yourself or for a family member; or (5) other circumstances beyond your control.

Before you start a leave or transfer, CHICK-FIL-A HOLLYWOOD will provide you with a document setting forth the period of your leave or transfer, including scheduled return date. The document will also include a guarantee of reinstatement to your same position or duties, or to a comparable position, unless excused as set forth in this policy.

You are guaranteed the right to return to the same position or duties. However, you do not have any greater right to reinstatement than you would have had if you had been continuously working. For example, if you would not have been employed in the same position at the time of reinstatement for legitimate business reasons unrelated to your leave or transfer, CHICK-FIL-A HOLLYWOOD is excused from returning you to that position.

In that case, you will be reinstated to a comparable position unless CHICK-FIL-A HOLLYWOOD would not have offered you a comparable position had you been continuously at work or there is no comparable position available. A position is available if it is open on your scheduled date of reinstatement or within 60

calendar days for which you are qualified (or for which you are eligible pursuant to company policy, contract or CBA). We will provide you notice of available positions during the 60-day period.

In order to provide you with information regarding rights and responsibilities under the law, you will be provided with a notice entitled "Your Rights and Obligations as a Pregnant Team member." Please ask if you have any questions. We want this wonderful time in your life to be as free from worry and concern as possible. We will also provide you a copy of this notice when you inform us of your pregnancy.

You will also be provided with a document that you should use to comply with the obligation to provide medical certification of your need for an accommodation, transfer or leave. It is entitled "Certification of Health Care Provider for Pregnancy Disability Leave, Transfer and/or Reasonable Accommodation.

Organ and Bone Marrow Donation Leave of Absence

Employees may be permitted a leave of absence with pay, not exceeding 30 business days for the purpose of organ donation and up to five business days for bone marrow donation in any one year period, as prescribed. The employee must provide written verification that (s)he is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The employee will be required to use up to five days of accrued but unused sick time for for bone marrow donation and up to two weeks of earned but unused sick time for organ donation. Accrued time-off that is otherwise available may be used for these purposes. During the period of leave under this policy, CHICK-FIL-A HOLLYWOOD will maintain any group health benefits for which the employee is eligible.

Upon returning from this leave of absence, the employee shall be restored to the position held when the leave began or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment. CHICK-FIL-A HOLLYWOOD may decline to restore the employee to the same or equivalent position because of conditions unrelated to the leave of absence for organ or bone marrow donation.

Domestic Violence, Sexual Assault & Stalking Leave and Protection

If you are a victim of domestic violence as defined in Section 6211 of the Family Code, or a victim of sexual assault or stalking as set forth in the Penal Code, you may take time off from work to obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of a domestic violence victim or his or her child. You may also take time off to seek medical attention; obtain services from a domestic violence shelter, program or rape crisis center; obtain psychological counseling; or participate in safety planning and other activities to increase safety.

You must provide reasonable advance notice of your intention to take time off, unless advance notice is not feasible. If an unscheduled absence occurs, we will not take action until you have had a reasonable opportunity to provide certification. Certification may take the following forms:

- A police report stating the team member was a victim of domestic violence or sexual assault.
- A court order protecting or separating the team member from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the team member has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider or counselor that the team member was undergoing treatment for physical or mental abuse resulting from an act of domestic violence, sexual assault or stalking.

We will also provide reasonable accommodations for a team member who is the victim of domestic violence, sexual assault or stalking and who requests an accommodation for his/her safety while at work.

If you are a victim, we encourage you to meet with the Operator so that we can discuss what accommodations might be effective. We will take into account any exigent circumstance or danger facing you. We will also consider how to best protect the health and safety of others. Accommodations may include job transfer or reassignment, changed telephone number or work station, the installation of locks, the implementation of safety measures, or any other reasonable accommodation that can provide you with protection.

We may ask you to confirm in writing that the accommodation is for the purpose of providing you a safe workplace. We may also request certification that you are actually a victim of domestic violence, sexual assault or stalking. We will keep the certification confidential and not disclose it except as required by law or to protect your safety. We will give you advanced notice of any disclosure.

Victims of Crime

If you, an immediate family member, domestic partner, or your domestic partner's child is a victim of a violent or serious felony as defined by the Penal Code or felony theft or embezzlement, you may take unpaid time off from work in order to attend judicial proceedings related to that crime.

When feasible, prior to taking time off, you must supply a copy of the notice of each scheduled proceeding provided to the victim. When advance notice is not feasible or an unscheduled absence occurs, the team member may, within a reasonable amount of time provide documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness office that is advocating on behalf of the victim.

If you or your spouse, parent, child, sibling or guardian, is a victim of certain offenses, you may take unpaid time off from work to appear in court to be heard at any proceeding, including delinquency proceedings, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue.

We ask that you give us reasonable advance notice of your intention to take time off, unless advance notice is not feasible. If an unscheduled absence occurs, CHICK-FIL-A HOLLYWOOD will not take adverse action against you provided you provide certification of the absence. This certification may take the form of a police report, court order, or documentation from a medical professional or domestic violence counselor.

School Visits

If you are the parent or guardian of a child or children enrolled in kindergarten through grade 12, you may take time off from work, up to 40 hours each year, not exceeding 8 hours in any calendar month, to visit your child's school. You must provide reasonable advance notice of your planned absence to your supervisor, and you must use vacation time for the visits. If you are asked by your supervisor, you must provide documentation from the school verifying the date and time of your visits.

If both parents of the child work for CHICK-FIL-A HOLLYWOOD, the parent who first gives notice is eligible for the time off. The other parent may be permitted to take time off, under the conditions set forth in this policy, only if CHICK-FIL-A HOLLYWOOD authorizes the leave of absence.

If you are requested to appear in your child's school due to the child's suspension, you may take an unpaid leave of absence provided that you give CHICK-FIL-A HOLLYWOOD reasonable notice of the request to appear.

Jury & Witness Duty

If you receive a jury summons, you must inform your supervisor immediately. You will be allowed to take unpaid time off for each full or partial working day you serve on jury duty.

You must report to work on days or parts of days when you are not required to serve as a juror. If you do not return to work immediately after an approved leave for jury duty, CHICK-FIL-A HOLLYWOOD will assume that you voluntarily quit your job.

Unpaid time off will be allowed if you are required by law to appear in court as a witness. We request that you give reasonable notice to your supervisor. You will be given paid time off if your appearance is related to CHICK-FIL-A HOLLYWOOD business.

Voting Time

If your work schedule would prevent you from voting on Election Day, CHICK-FIL-A HOLLYWOOD will give you up to 2 hours paid time off to vote. You must present a voter's receipt before you will receive paid time off to vote. You may also take unpaid time off to serve as an election official. You must give your supervisor at least two days' advance notice that you will need time off to vote or to serve as an election official.

Military Leave of Absence

Generally, a team member returning from military leave is guaranteed reemployment and other rights as long as you comply with certain notification and other requirements. You are protected if you meet the following criteria:

- You gave notice that you were leaving the job for military service (unless military necessity or other exigent circumstances precluded the notice);
- The period of service was five years or less;
- You were not discharged from service under dishonorable or other punitive conditions; and
- You reported to your civilian job in a timely manner or submitted a timely application for reemployment.

In some cases, military leaves of absence beyond five years will be protected.

Return to Work

The period of time within which you must return to work after the completion of service depends on the duration of the military service. If you served less than 31 days, you are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. You are, however, excused for the amount of time required to return home safely and for an eight-hour rest period.

If you served between 31 and 180 days, you must file an application for reemployment within 14 days after the completion of military service. If you served more than 180 days, you must file an application for reemployment no later than 90 days after the completion of military service. In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of your own, you will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or convalescing from a service-related illness or injury.

If you are returning from the armed services, you will be reemployed in the job that you would have attained if you had not been absent for military service. CHICK-FIL-A HOLLYWOOD will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

Benefits

Service members and their families will continue to receive health benefits for 31 days. You and your family may continue health care coverage at their expense for up to 18 months. When returning from military leave you will resume health plan coverage without a waiting period or other exclusion.

Military Spouse Leave

If you work an average of 20 or more hours per week and are married to a member of the Armed Forces, National Guard or Reserves deployed during a period of military conflict in an area designated as a combat theater or zone, you may take up to 10 unpaid days off as a “qualified leave period.” You must submit written documentation certifying the leave from deployment, within 2 business days of receiving official notice that the qualified member will be on leave. Qualified leave periods are defined as periods during which the soldier-spouses are on leave from deployment. You may elect to use any accrued unused vacation.

Emergency Service Volunteers

Any team member who takes time off to perform emergency duty as a reserve peace officer or emergency rescue personnel, volunteer firefighter, or a disaster medical response entity will not be discharged or discriminated against in the terms of their employment. An employee who is a health care provider must notify CHICK-FIL-A HOLLYWOOD when (s)he becomes designated as an emergency rescue person and when (s)he is notified of deployment as a result of the designation.

Any team member who performs duty as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Discretionary Leave of Absence

CHICK-FIL-A HOLLYWOOD recognizes that there may be times when additional time off may be requested beyond the benefits provided. In such cases, which may include times of an extended illness or personal problems, the Owner/Operator may, in his sole discretion, provide you with additional time off. If it becomes necessary to fill your position during a discretionary leave of absence, CHICK-FIL-A HOLLYWOOD will make reasonable efforts to notify you to determine if you will return to the office. If you are unwilling or unable to return to the office, your position will be filled. If you elect not to return from a discretionary leave of absence, you will be considered to have voluntarily terminated employment with CHICK-FIL-A HOLLYWOOD. All team members returning from a medical leave of absence must provide a physician’s statement that indicates you are released to return to work.

BENEFITS

Health Care

Certain team members and their dependents including spouses, children, registered domestic partners and children of the registered domestic partner may be eligible for coverage under CHICK-FIL-A's medical plan. Team members may be required to pay all or a portion of the insurance premiums. Leaves of absence may affect coverage under the medical plan.

The official plan documents set forth the specific terms, conditions, and limitations regarding program eligibility and benefit entitlement. This handbook is not part of any official plan document of any benefit program, nor does it restate all of the features of the health care benefits program. Official plan documents should be consulted for further information regarding each benefit program. Questions and requests for copies of official plan documents should be directed to the Operator.

While it is our present intention to continue these benefits, we reserve the right to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice. As noted elsewhere in the handbook, employment relationships are for an indefinite term and are terminable at will, either at the option of the team member or CHICK-FIL-A HOLLYWOOD.

Employee Meal Privilege

As a team member, you will be provided with the following food and beverage benefits at no cost to you:

- If you work less than 8 hours, you will be given one break meal allotment in accordance to our break meal policy. The allotment you will be given to spend on your break meal will be a sliding dollar amount based on the "Food Cost Gap" of the previous month. You are allowed to order anything on the menu for your break meal. Any amount ordered over the break meal allotment for that month will be at your own expense.
- If you work over 10 hours or more during a single day, you may have two employee meals that are in alignment with the break meal amount for that month. Any amount spent over the specified amount will be at your own expense.

The following rules and conditions apply to this employee benefit:

- You must clock out/in for your 30-minute lunch before ordering your food.
- Your break time starts when you leave your work assignment to go on your break, not when food, if any, is ordered.
- All breaks will be given by the team leader, shift manager, or manager on duty to make sure that the necessary number of Team Members is on duty at all times.
- Food is only permitted to be eaten in the designated break area. Team members are not allowed to eat in the dining room or outside in the patio seating area, as our entire table seating is for our customers.
- Out of courtesy to other Team Members and to maintain a clean, safe environment, clean up in the break area before ending your break.
- You will be required to bring your own cup to work; otherwise, you will be charged a drink as a part of your \$6 allotment. Cups are only allowed in the employee break area (i.e., no cups allowed near work stations or in the office). If team members repeatedly fail to bring their own cup to work, or bring their cups into the working areas, the team as a whole will risk reducing their \$6 meal allotment, or lose their entire meal allotment all together.
- To obtain a free meal, you should order your meal from the front counter (as a customer would). The cashier should ring your order up when your order is taken and should be entered as an employee meal.
- You must wash your own dishes (if any) at the end of your break.
- You may not take an unfinished portion of any free meal provided or received under this policy out of the restaurant.

College Scholarship

Chick-fil-A Inc., under the Leadership Scholarship Program, offers \$1,000 scholarships to qualified restaurant Team Members who complete their high school education and are accepted into college; are active in their schools and communities, and demonstrate a solid work ethic, strong leadership abilities, good teamwork skills, and a desire to succeed. The S. Truett Cathy Scholar Award, an additional \$1,000 scholarship, is also awarded to selected Leadership Scholarship winners. Chick-fil-A Inc has awarded more than \$25 million in college scholarships since 1973. Ask your manager or the Owner/Operator for more details on how you can become eligible to apply.

Workers' Compensation

CHICK-FIL-A HOLLYWOOD maintains workers' compensation insurance coverage as required by law to protect team members who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. If an injury occurs, notify your supervisor for directions to the nearest medical facility of an approved health care provider. You are required to immediately notify your supervisor of all work-related injuries or illnesses.

CHICK-FIL-A HOLLYWOOD or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of a team member's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of your work-related duties. Any questions regarding workers' compensation should be addressed to the Operator.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payment may be guilty of a felony.

State Disability Insurance

Pursuant to the California Unemployment Insurance Code, disability insurance is payable when you cannot work because of illness or injury not caused by employment. If you are ill and cannot work, you may apply to receive State Disability (SDI) benefits that generally begin on the eighth day after you leave work. Compensation payments received through SDI may be supplemented by the use of your accumulated sick leave and/or vacation credits.

Paid Family Leave (PFL)

PFL does not provide a team member with a leave of absence. However, if you are entitled to a leave of absence under a state or federal law or by company policy, you may receive pay from the state for up to six (6) weeks in a twelve (12) month period to care for a parent, spouse, child, domestic partner, child of a domestic partner, grandparent, grandchild, sibling, or parent in-law, or to bond with a child. Eligibility for benefits is determined by the state.

You must provide medical certification to the state establishing that a serious health condition warrants PFL coverage. The certificate must include a diagnosis and International Classification of Diseases code; the commencing date of the disability; the probable duration, and the estimated time care is needed. For bonding, PFL is limited to the first year after the birth, adoption or foster care placement of a child. A separate certification must be completed for leave associated with bonding.

Benefits payable from the state under PFL may include approximately 60 to 70 percent of lost wages for team members who contribute to SDI. Team members collecting workers' compensation, unemployment or SDI are not eligible to collect PFL.

HEALTH AND SAFETY

At CHICK-FIL-A HOLLYWOOD, health and safety is a priority. We need your cooperation to keep our working environment both safe and productive. Please read the following section carefully.

Workplace Safety

The safety of team members, customers and others who come into contact with the business is very important to Chick-fil-A Hollywood. Accordingly, Chick-fil-A Hollywood strives to maintain safe working conditions for all team members, as well as safe conditions for customers and third parties.

Team members must perform their responsibilities in the safest possible manner. Team members should use all appropriate measures and precautions to protect themselves, customers and co-workers. Accordingly, the following non-exhaustive list of workplace safety rules applies:

- Team members are expected to report immediately any unsafe conditions or safety hazards to their immediate supervisor or the Owner/Operator.
- Team members should immediately clean up any spills or, if it is impractical to do so, should promptly notify their team leader or manager that a spill has occurred and needs to be cleaned up.
- Team members should be aware of the location of the restaurant's first aid kit and fire extinguishers.
- Team members are expected to report any suspicious person(s) or activity to the manager on duty and Owner/Operator as quickly as possible.
- **Team members must report immediately any accident or incident that occurs on the job and results in injury or the possibility of an injury – no matter how minor it may seem at the time – to their team leader or the manager on duty.**
- Fighting or horseplay on the job is prohibited.

Fire Safety

In the event of an out of control fire, Team Members are expected to evacuate all personnel and guests to a safe area and call the local fire department. Fires that cannot be contained or extinguished with available equipment will be left to the local fire department. Team Members will be given instructions on the location, proper use and maintenance of extinguishers.

Illness & Injury At Work

All work-related injuries or illnesses, regardless of severity, must be reported immediately to management who will handle the required reports. We will assist you in getting proper medical attention. In the case of extreme emergencies, someone will get you to, or you should go, to the nearest emergency facility.

Our highest priority is to help anyone suffering an illness or injury to get the proper medical attention. By law, we may be required to maintain a record of your illness/injury and to document the facts involved in your illness or injury. These records will be maintained confidentially in a file separate from your personnel file.

Management will be responsible for completing an Employee Incident Report. However, if any on the job injury or illness occurs, you must complete your portion of the Employee Incident Report form to assist your supervisor in making a final report.

Safety Suggestions

In keeping with our goal of creating a safe and healthy working environment, CHICK-FIL-A HOLLYWOOD welcomes any and all safety related team member suggestions, concerns and complaints. If you have a

question or concern regarding the safety of your working environment, please discuss the matter with the Operator. Team members who wish to remain anonymous may submit a written report of the concern. CHICK-FIL-A HOLLYWOOD will follow-up on all received suggestions and take corrective action when necessary.

Workplace Violence

To help create a safe workplace, and consistent with Chick-fil-A's commitment to treating every individual with honor, dignity, and respect, CHICK-FIL-A HOLLYWOOD's policy provides for zero tolerance of violence (or threats of violence) in the workplace. Absolutely no workplace violence or threats of violence will be tolerated.

For purposes of this policy, workplace violence is defined as the deliberate and wrongful violation, damage, or abuse of other persons, one's self or property, and includes threats of violence. Prohibited conduct includes, but is not limited to:

- Fighting, or any act or threat made by a team member against another person's life, body, health, well-being, family or property, including, but not limited to, assault, battery, intimidation, harassment, stalking or coercion.
- Any act or threat of violence that endangers the safety of team members, customers, vendors, contractors or the general public.
- Any act or threat of violence made directly or indirectly by words, gestures or symbols.
- Any behavior or actions that carry a potential for violence (i.e., throwing objects, waving fists, destroying property, etc.).
- Use or possession of a firearm or any weapon by a team member on the restaurant premises, including the parking areas.

All team members have a responsibility to help keep the workplace violence free. To help ensure a violence-free workplace, any and all facts or threats of violence must be reported to management. All team members are required to notify the manager on duty and the Owner/Operator immediately of any violent or threatening behavior, whether engaged in by or directed toward a team member, management member, or third party. Additionally, team members should report any comments or suggestions from anyone concerning the possibility that someone might be planning to harm, threaten or intimidate another person at or from work.

Any team member found to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including termination of employment.

Policies Prohibiting Drug and Alcohol Abuse

CHICK-FIL-A HOLLYWOOD is committed to providing a safe work environment and to fostering the well-being and health of its team members. That commitment is jeopardized when a team member illegally uses drugs or alcohol on the job; comes to work under their influence; or possesses, distributes or sells drugs in the work place. Every team member shares the responsibility for maintaining a safe work environment. Co-workers should encourage anyone who may be abusing alcohol or drugs, or working under their influence, to seek help.

CHICK-FIL-A HOLLYWOOD may provide an unpaid leave of absence or other assistance to those who may need it, while sending a clear message that the use of illegal drugs, alcohol or controlled substances that impair a team member's ability to safely perform his/her duties cannot be tolerated.

No team member may possess, sell, trade, buy, offer for sale or otherwise engage in the illegal use of drugs or the use of alcohol on the job. The enactment of Proposition 64 in California permitting the recreational use of marijuana does not in any way alter CHICK-FIL-A HOLLYWOOD's policies prohibiting drug and alcohol abuse.

No team member may report to work under the influence of illegal drugs, alcohol, or other substances that impair the team member's ability to safely and efficiently perform his or her job duties. If a team member holds a safety sensitive position, he/she may be subject to random drug testing. Employees are subject to reasonable suspicion testing when there is reasonable cause to believe that the use of drugs or alcohol likely contributed to a safety incident, and testing can accurately identify the impairment caused by drug or alcohol use.

Any team member who is using prescription (including domestic and foreign prescriptions) or over-the-counter drugs that may impair the team member's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting work.

Team members should be aware that substances, including medications, lawfully used in foreign countries, may give rise to a positive drug test. Even in this situation a positive drug test will subject the team member to disciplinary actions, up to and including termination of employment.

A team member's conviction on a charge of illegal sale, purchase, possession or use of a controlled substance, even if the incident occurs off-duty and not in the work place, may result in a loss of employment. Any team member convicted of such a charge must notify the Operator within five calendar days of the conviction.

Smoking

Smoking (including the use of e-cigarettes) is prohibited in all enclosed areas of the workplace. Enclosed spaces include covered parking lots, lobbies, lounges, waiting areas, elevators, stairwells and restrooms. Smoking is also prohibited in all areas of the restaurant, grounds, and/or in view of the customer, including outdoor areas such as the parking garage, entry points and dumpster pads. If your uniform smells like smoke you will not be permitted to clock in for your shift, and will result in an unexcused absence or tardiness.

PERSONNEL POLICIES

Representing the Company

CHICK-FIL-A HOLLYWOOD's reputation is an asset that can make us successful. It is of paramount importance that each employee treats each other, guests and vendors with the utmost of respect and consideration not only during working hours, but after hours as well. You should also recognize that customers and others may view or have access to postings you make electronically. How we behave both at work and after hours is a reflection on our business.

Please apply the following standards to your job:

1. Greet guests in a professional and friendly manner.
2. See that all guests and vendors feel comfortable in our restaurant.
3. Be prompt and courteous.
4. Acknowledge waiting guests and inform them that they will be helped momentarily.
5. Use appropriate telephone courtesy.
6. Speak clearly.
7. Do not allow persons to wait or be placed on hold for long periods of time.

Personnel Documents

It is important that your personnel records contain accurate and up-to-date information. Any changes of name, address, telephone number, or number of dependents should be reported to the Operator promptly. We also request that you supply us with the name, address, and telephone number of the person you wish to have contacted in the event of an emergency. CHICK-FIL-A HOLLYWOOD will not take adverse action against a team member who updates his/her personal information based on a lawful change of name, social security number, or federal employment authorization document.

The CHICK-FIL-A HOLLYWOOD will not display, disseminate or require you to use your social security number for any purposes, unless strict security devices are in place or required by law.

CHICK-FIL-A HOLLYWOOD shall immediately disclose to affected team members, any breach of the security of our computerized systems that includes personal information.

Access to Your Own Personnel Records

Pursuant to Labor Code section 432, CHICK-FIL-A HOLLYWOOD will give you a copy of any document you sign relating to the obtaining or holding of employment.

Pursuant to Labor Code section 1198.5, you have the right to inspect or receive a copy of personnel records the company maintains related to your performance or any grievance concerning you.

We will make personnel records available within 30 days from the receipt of your written request. CHICK-FIL-A HOLLYWOOD will provide you with a form you may use to make the written request.

CHICK-FIL-A HOLLYWOOD will not provide you with records relating to the investigation of a possible criminal offense, letters of reference or rating reports or records obtained prior to your employment, prepared by examination committee members or obtained in connection with a promotional examination.

Prior to production we may redact the names of any nonsupervisory employees. You will be responsible to pay the actual costs of reproduction.

Upon request, we will provide you with a copy of your paycheck stubs (which may be a computer-generated document) showing information such as hours worked, compensation earned and deductions. We will provide you with these records within 21 days of your written request. You will be responsible to pay the actual costs of reproduction.

No-Match Letter

Each year, the Social Security Administration (SSA) sends letters to employers informing them that the Wage and Tax Statement (form W-2) contains employee names and social security numbers that do not match SSA records. If CHICK-FIL-A HOLLYWOOD receives a "no-match" letter, it will take the following steps.

First, within 30 days CHICK-FIL-A HOLLYWOOD will check its records to determine if the discrepancy is because of a typographical or clerical error in its records or in communications with SSA. If there is an error, we will correct it.

If the records are accurate, CHICK-FIL-A HOLLYWOOD will, within five business days of completing its review, ask you to confirm that the information on file is correct. If you provide corrected information, we will correct our records, inform SSA or the Department of Homeland Security (DHS), and verify that the corrected name and number match SSA or DHS records. If our records are correct, we will ask you to resolve the discrepancy with SSA or DHS within 90 days of receipt of the no-match letter.

If the discrepancy is not resolved within 90 days of receipt of the no-match letter, CHICK-FIL-A HOLLYWOOD may re-verify your employment eligibility and identity by completing a new Form I-9 within three days (93 days from the receipt of the no-match letter). In this case, you may not use a document containing the social security number or the alien number that is the subject of the no-match letter to establish employment eligibility or identity. In addition, all documents used to prove identity or both identity and employment eligibility, must contain a photograph.

If the no-match issue is not resolved by this process, CHICK-FIL-A HOLLYWOOD may be compelled to terminate your employment.

Conflict Resolution Procedure

The purpose of this policy is to provide a procedure by which team members may resolve differences, inform CHICK-FIL-A HOLLYWOOD of any concerns, or to grieve any action or decision of the company or its representatives.

We expect all team members to treat one another with respect and courtesy. However, in the event a misunderstanding, disagreement or a dispute arises, you are encouraged to speak privately and directly with the person(s) involved. This meeting should focus on the issues causing concern. Each person should speak kindly and listen carefully to the other person in an attempt to resolve all issues.

If the persons involved cannot arrive at a satisfactory resolution of their differences, they should meet with a supervisor. The supervisor will listen to the concerns expressed and reach a decision on the matter. (S)he may seek advice from the Owner/Operator or another member of management before rendering a decision.

All team members are expected to cooperate and support any decision that is reached. Team members should not continue to debate and discuss the merits or wisdom of the decision. Instead, each team member should focus on what (s)he can do to improve the workplace environment.

The most effective way of resolving conflict is to discuss the matter with the persons involved in the conflict, or with those persons in management positions who can assist in the resolution of the conflict.

Rarely, if ever, will discussing the matter with co-workers help resolve the issue. Most often, that will make the problem worse.

Employment References and Verifications

Calls received to verify employment are referred to the Administrative Director or another manager on duty. Persons calling to verify employment will be given the name, title and date of hire of a team member. No other information, such as pay rate, will be given unless you sign an authorization form allowing CHICK-FIL-A HOLLYWOOD to do so.

Written verification of employment for major purchases such as real estate will be completed by the Administrative Director or another manager on duty. Your signature authorizing the release of the information must accompany a request for verification of employment.

Background Checks

Generally, if CHICK-FIL-A HOLLYWOOD hires a third-party to provide an investigative consumer report of any employee or applicant, we will comply with the Federal and State Fair Credit Reporting Acts. We will obtain your prior written consent by disclosing the information gathered or received to you, and provide you with a summary of rights. Verifications of prior employment, education, job-related license or certification, social security number, or professional references may be conducted prior to an offer of employment.

CHICK-FIL-A HOLLYWOOD will not conduct a criminal conviction background check, or ask an applicant to disclose, orally or in writing, information concerning his/her conviction history until a conditional job offer has been made. In conducting a criminal conviction history check, the company will not consider arrests not followed by conviction, referral to or participation in a pre-trial or post-trial diversion programs, or convictions that have been sealed, dismissed, expunged or statutorily eradicated. We may ask an applicant about an arrest for which the applicant is out on bail or on his own recognizance pending trial.

If CHICK-FIL-A HOLLYWOOD intends to deny an applicant a position because of criminal conviction history we will make an individualized assessment as to whether the applicant's criminal conviction history has a direct and adverse relationship with specific job duties justifying the denial. We will consider the nature and gravity of the conduct, the time that has elapsed since the conduct and completion of sentence, and the nature of the job sought.

If CHICK-FIL-A HOLLYWOOD makes a preliminary decision that the criminal conviction history disqualifies the applicant, we will notify the applicant of the decision. The notice will contain the disqualifying convictions, a copy of the criminal conviction history report, and an explanation of the applicant's right to respond to the decision within five business days. The notice will inform the applicant that (s)he may include evidence of the accuracy of the report, evidence of rehabilitation and mitigating circumstances.

If the applicant notifies the company in writing that (s)he disputes the accuracy of the conviction history report, we will provide the applicant five additional business days to respond.

CHICK-FIL-A HOLLYWOOD will consider the information submitted before making a final decision. If the application is denied because of criminal conviction history, we will send a notice to the applicant regarding the final denial and the applicant's right to file a complaint with the DFEH.

Drug testing and medical examinations will only be administered after other tests or investigations are completed and a job offer has been extended. The nature of the medical examination will be disclosed to the applicant prior to testing and will be related to specific job duties.

If CHICK-FIL-A HOLLYWOOD conducts an investigation that includes compiling information about a person's character, general reputation, personal characteristics and mode of living but does not include matters of public record, the information compiled will remain confidential to the extent permitted by law.

Public records are those records documenting an arrest, indictment, conviction, civil judgment, action, tax lien or outstanding judgment. If public records are used in the investigation, you will be given a copy of the public records.

Confidentiality of Personnel and Medical Records

CHICK-FIL-A HOLLYWOOD will keep all personnel and medical records confidential. Information regarding a team member's medical condition is maintained in files separate from personnel files. Only those supervisors or managers who need to be informed regarding an aspect of the team member's personnel record or medical condition will be allowed access to these records. Confidential medical information may also be available to first aid or safety personnel in the event of an emergency.

Pursuant to state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA), the company must take certain measures to protect team members' "protected health information." Protected health information is information relating to an individual's medical condition, the provision of medical care for that individual, or the payment for that individual's medical care, which can identify the individual to whom it relates. The company will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against an individual for exercising your HIPAA rights, filing a complaint, participating in an investigation or opposing any improper practice. You will not be required to waive these rights as a condition of treatment, payment enrollment or eligibility.

Confidentiality of Company Information

In the course of your employment you will be exposed to information that CHICK-FIL-A HOLLYWOOD considers and protects as confidential, proprietary and trade secret information. It is your responsibility to in no way reveal or divulge any such information unless except in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and the firm may take legal action. Even after your employment with CHICK-FIL-A HOLLYWOOD terminates, you are required to maintain the confidentiality of this information and not disclose it for any reason.

The confidential information to which you are privy and which you must maintain as confidential includes, but is not limited to, pricing information and other financial information relating to CHICK-FIL-A HOLLYWOOD; business and marketing strategies or practices; and any information related to the preparation or presentation of our food products.

You may be given a personal password to log onto CHICK-FIL-A HOLLYWOOD's computer system. Passwords are given to allow us to control and restrict access to information to certain team members. Do not give your password to others or allow others to access company data using your password. Nor should you ever, directly or indirectly, copy, download or disseminate or help another person copy, download or disseminate company information for a non-company purpose. You should never download information to take with you when you leave CHICK-FIL-A HOLLYWOOD's employment, even if you created the document. Engaging in these activities could subject you to civil and/or criminal liability.

Document Retention

In some cases, such as when litigation is pending or foreseeable, you may have a duty to stop normal purging procedures and preserve existing data. The company will provide notice to affected employees if this duty arises. Altering or deleting documents during a purging hold will be considered grounds for discipline up to and including termination.

Garnishment

If CHICK-FIL-A HOLLYWOOD receives an order to garnish your wages, it must comply with that order. A garnishment is a stoppage of a specified sum from wages to satisfy a creditor. This will reduce your take-home pay.

Grooming/Attire

Chick-fil-A has a positive image and reputation that we will maintain here at this store. When guests mention the appearance of our store, they are also talking about the uniforms and grooming of employees. The image we want to maintain, then, is an important combination of attractive clothing and good grooming. Remember that the guest is our “boss.” If we are displeasing to our guests, they may not return. Without them, there is no business. For this reason, anything that could be considered offensive, distracting, or not in the best interest of Chick-fil-A will not be permitted. Failure of a Team Member to adhere to these or any subsequently established or modified standards will result in disciplinary action up to and including termination of employment. It is also asked that you be in appropriate attire any time you are in the store but not working.

The appearance guidelines stated address the majority of circumstances. However, this policy is not all-inclusive. There may be situations that will require management or the Owner/Operator to make appropriate judgments on a case-by-case basis concerning an employee’s specific dress and appearance not listed.

Uniforms

- Team members who work on average 30 hours per week or more will receive two uniforms at no cost.
- Full time team members will receive a replacement uniform annually. Part time team members may receive a replacement uniform after a year’s time of employment when a Director deems it necessary. Team members who damage their uniform or wish to buy a different size because of weight gain or loss may be responsible to pay for the new uniforms.
- Team members who work on average less than 30 hours per week will receive one uniform at no cost. Your free uniform consists of pants, shirt, belt, and nametag.
- Other items, such as visor, hats and gloves, may be provided depending on your position, and will be available for purchase.
- Shoes must be purchased by employees and be solid black and slip-resistant.
- All uniform items (including belts, outerwear and caps) must be from the Chick-fil-A TeamStyle collection.
- All garments should fit properly and be clean, pressed (as applicable) and in good condition (i.e. no holes, fraying, stains, discoloration, etc.).
- Proper undergarments must be worn by all team members.
- Team members must present a professional appearance (neat, clean and well groomed).
- Chick-fil-A name tags must be worn at all times, on outermost garment, on the team member’s right chest. Other miscellaneous pins, buttons, stickers and/or ribbons may not be worn on the uniform or affixed to nametag.
- All shirts (except maternity tops) must be worn tucked in.
- Men’s polo shirts must be worn with at least the bottom button fastened.
- All buttons must be fastened on women’s short-sleeved woven (button-front) and $\frac{3}{4}$ -sleeved woven shirts. Women’s white long-sleeved shirt may have top button unfastened.
- Men must wear solid black t-shirts (no printing or graphics) under all shirts. T-shirts are optional for women. All t-shirts must be in good condition (with no holes fraying, discoloration, etc.). T-shirt sleeve length should not extend below bottom edge of TeamStyle shirtsleeve.
- Mock turtlenecks, from the TeamStyle collection may only be worn under polo shirts, woven (button-front) shirts or sweater vests.
- Pants must fit properly and must be hemmed to fall at midpoint of heel. Cuffed and/or pegged pants are not acceptable.
- TeamStyle belt must be worn and must be trimmed so that the end does not hang below belt line.
- Shoes must fit properly with laces tied, unless limited by temporary medical conditions requiring corrective orthopedic devices (due to broken bones, surgeries, etc.).

- Females and males may wear any color/appropriate pattern of sock, so long as they are not offensive/profane in any way.
- Chick-fil-A neckties must be worn with all long-sleeved men's shirts. Ties should be properly knotted and securely fastened and fall to the midpoint of the belt buckle. Ties must be worn with short-sleeved, button-front shirts as well.
- Chick-fil-A scarves may be worn with all women's ¾ sleeved or long-sleeved shirts.
- Chick-fil-A TeamStyle caps/visors may be worn at management's discretion and/or in order to comply with local health department requirements. Caps/Visors must be clean and have no visible stains or discoloration. Caps/Visors should be worn on the head with the bill facing directly forward and above the eyebrows so that eyes are clearly visible under brim of cap.

Jewelry

- Jewelry (including medical alert jewelry) must be modest in size to help prevent the cross-contamination of food and worn in good taste so as not to be distracting to customers or fellow team members. Any necklace worn should be tucked inside clothing to avoid being a safety hazard.
- Rings must be limited to one ring or set (none on thumbs). In food preparation areas, rings, if worn, must be worn with gloved hands to avoid food contamination or catching on equipment.
- Wristwatches and/or medical alert bracelets must be conservative in size and appearance; they should not have gemstones that could come loose. Other bracelets or wristbands (e.g., rubber or string, etc.) may not be worn.
- Earrings must be limited to plain stud earrings (no gemstones; no dangling earring, including hoops of any size).
- Women may have no more than two earrings per ear, worn only in the earlobe.
- Men may not wear earrings.
- Jewelry in pierced body parts exposed to customers, other than female earlobe, is not acceptable.

Grooming

- Good personal hygiene is expected of team members when they report for work (e.g., clean-shaven, bathed and with appropriate application of body deodorant).
- Hair and nails must comply with local health department requirements.
- Hair must be clean and worn in good taste so as not to be distracting to customers or fellow team members. Hairstyles must be neat and professional in appearance. Unnatural hair colors or eccentric styles (e.g., Mohawks, shaven designs, etc.) are not permitted.
- Females: Hair that falls around face must be tied back using a simple hair band or barrette that has no loose or dangling parts.
- Males: Hair must not fall below midpoint of collar in the back, below midpoint of ear on the sides, or below eyebrows on the forehead. Facial hair, other than a neatly trimmed mustache, is unacceptable. Sideburns must be trimmed to be no longer than the bottom of the earlobe and of a consistent width on the sides from top to bottom.
- Makeup must be subdued and worn in good taste so as not to be distracting to customers or fellow team members.
- Fingernails must not extend beyond fingertips when viewed from the open palm.
- Fingernail polish must not be worn in food preparation areas; if worn, elsewhere, it must be a solid color, worn in good taste, to the discretion of the manager on duty, and worn only in customer service areas.
- False fingernails are not allowed in customer service areas or food preparation areas.
- Fingernail gems must not be worn.
- Tattoos on body parts that are visible are acceptable as long as they are not vulgar/offensive. Directors will use discretion when determining whether a given team member's tattoos are appropriate.
- Perfume or cologne must be subdued in fragrance and not be distracting to customers or fellow team members.
- Body modifications (e.g., piercing(s), extended earlobes, etc.) visible to customers are not acceptable.

Dress code requirements may vary based on job function, gender, level of client contact, safety issues and other business considerations. When appropriate, CHICK-FIL-A HOLLYWOOD will make reasonable accommodations in its grooming standards. If you are uncertain as to the appropriateness of a specific clothing item, accessory or style of dress, please consult your supervisor.

Tools, Equipment and Store Assets

Tools or equipment necessary to the performance of a job shall be provided and maintained by CHICK-FIL-A HOLLYWOOD. Personal use of company property, including tools, vehicles and other equipment is strictly prohibited. In addition, you are prohibited from using tools and equipment on which you have not received training.

It is the responsibility of all Team Members at all times to protect all store assets. In order to do so, Team Members are responsible for:

- Receiving the correct amount of money from guest;
- Returning the correct amount of change to guests;
- Paying immediately for any merchandise consumed, taken, or used for themselves, family or friends;
- Recording all sales accurately and appropriately per established store policies and procedures;
- Using and maintaining equipment in a safe, responsible manner.

Team Members who do not follow instructions or established store policies and procedures at all times when handling store assets are subject to repayment of losses caused by their actions and disciplinary action up to and including termination.

Solicitations

In order that team members are not bothered at work and to avoid disruption of CHICK-FIL-A HOLLYWOOD operations, non-team members will not be permitted to solicit team members during work hours. Solicitations by team members will be allowed during rest and meal periods.

Expense Reimbursements

CHICK-FIL-A HOLLYWOOD will reimburse employees for reasonable expenses incurred for business purposes. Generally, receipts must be provided to your supervisor for approval of expenses. You will be reimbursed the IRS standard mileage rate if you use your vehicle for company purposes. However, you are still responsible for any expenses associated with operating your own vehicle during business travel time, including but not limited to insurance deductibles.

Some employees may choose to use their personal cellular telephones and other devices for work purposes. CHICK-FIL-A HOLLYWOOD will provide a reasonable expense reimbursement for these devices. It may be in the form of a percentage of use for business or a flat fee based on average use. If you use a personal device for work we encourage you to discuss expense reimbursement with your manager.

Cash Shortages and Breakage

CHICK-FIL-A HOLLYWOOD will make a deduction from your wages or require reimbursement, if, after an investigation, it is determined that the shortage, breakage or loss was caused by a dishonest or willful act, or by the gross negligence of the team member.

Community & Political Affairs

Chick-fil-A encourages Team Member to participate in community service affairs of charitable, educational, religious and civic organizations, provided the Team Member participation in community

activities does not adversely affect the Team Member's job performance; is detrimental to the store's interest; or places the Team Member in the position of serving conflicting interests. Time spent on community affairs, when not undertaken at the request of management, should be outside of the Team Member's regular work hours.

CHICK-FIL-A HOLLYWOOD reserves the right to identify certain community activities in which it wants to be represented and designates the Team Members it will sponsor for participation in membership. Designated Team Members will represent the company's interest in these circumstances. Time away for work participation in these activities will be paid time.

The Use of Communication Equipment

CHICK-FIL-A HOLLYWOOD has made a significant investment in technology, including equipment that allows us to better and more efficiently communicate with one another and with third parties. The technology, including computers and telephone systems, were purchased to improve operations. Unfortunately, some team members may attempt to use the equipment inappropriately.

You should refrain from putting any information on company-owned equipment that is inappropriate, unlawful or that could prove embarrassing. Among those considered offensive are communications that contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability. Communications that violate any other rule or policy contained in this manual are also prohibited. In order to protect its property, maintain costs and improve efficiency, CHICK-FIL-A HOLLYWOOD reserves the right to search office property including computers, cell phones or tablets and associated billing and usage records.

Access to any website that is offensive or discriminatory is prohibited. You may not use company technology to state positions or opinions that give the impression that (s)he is speaking on behalf of CHICK-FIL-A HOLLYWOOD, unless you are specifically authorized to do so.

The communication systems should not be used to send or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. Under no circumstances should any confidential or sensitive materials be disclosed to third parties except for appropriate and authorized business purposes.

You are advised that all information placed on the computers, telephones or any electronic data system, whether or not personal in nature, is property of CHICK-FIL-A HOLLYWOOD and may be assessed and reviewed by the company, without notice or reason. This information includes, but is not limited to, monitoring sites you visit on the internet, monitoring chat groups and news groups, reviewing downloaded or uploaded material, and reviewing e-mail sent and received by you. CHICK-FIL-A HOLLYWOOD will require you to provide copies of all internet and e-mail passwords used to access or use company-owned equipment. Passwords do not guarantee privacy of any data or information. Nor do system security features such as passwords and message delete functions prevent our ability to access equipment you have used or data you have created, received or sent. Inappropriate use of the equipment could lead to discipline.

You are further cautioned that the use of communication equipment is only for what they are authorized. As an example, unless specifically instructed to do so you may not access or email company information for personal reasons. After you are no longer with CHICK-FIL-A HOLLYWOOD, you are no longer authorized to use company information or log into company accounts and must return any company property located on personal computers or in your home.

The Use of Social Networking Communications

You may not use company property to create, maintain, amend, view, access, download, contribute to, or store a blog, "tweet" or post entries on the internet (whether through a social network such as Facebook or Twitter, or using another method), unless you have written authorization from the Owner/Operator to do

so. You may not blog, “tweet” or post entries on the internet (whether through a social network or using another method) while you are on duty, unless you have written authorization from the Owner/Operator to do so. Do not use company equipment to post or disseminate any copyrighted materials or other intellectual property belonging to someone other than you.

The company has access to all company-provided electronic equipment and property, and may from time to time, and without notice, inspect the condition of the equipment and the communications, content, data and imagery stored on it. You have no privacy rights in any communications, content, data or imagery in company provided digital equipment you access, view, create or save. Those communications, content, data and imagery are also subject to monitoring by the company.

You may also be subject to discipline if any comments, material or information you post, blog, tweet, comment or disseminate on non-company-owned equipment:

- a) Violates the privacy rights of another company team member;
- b) Discloses the trade secrets or confidential business information of the company or any affiliated business entity, the company’s customers, suppliers or vendors;
- c) Discloses business plans, strategy or prospects of the company or any affiliated business entity;
- d) Criticizes or disparages competitors, customers or suppliers of the company or any affiliated business entity;
- e) Purports to represent the position, viewpoint, statements, opinions or conclusions of the company or any affiliated business entity;
- f) Violates laws that prohibit defamation, harassment, discrimination, or retaliation;
- g) Disparages CHICK-FIL-A HOLLYWOOD’s products or services;
- h) Displays contemptuous, opprobrious or abusive comments about the company or its representatives; or
- i) Suggests that the company endorses or promotes a particular product, commercial enterprise, opinion, cause or political candidate.

This policy does not, however, prevent you from engaging in concerted activities for the purpose of collective bargaining or other mutual aid.

Remember, you are personally responsible for any posting that you make. You can be held personally liable for any statements deemed to be defamatory, obscene, harassing, discriminating, or retaliatory, violate privacy rights, include confidential or copyrighted information (e.g., music, videos or texts that belongs to someone else) or are otherwise unlawful. CHICK-FIL-A HOLLYWOOD is not responsible for protecting you from the consequences of any information that you post.

Social Media Passwords

Generally, CHICK-FIL-A HOLLYWOOD will not require or request you to disclose a user name or account password to access a personal social media account. Nor will we ask you to access your personal social media accounts in our presence or to divulge any personal social media. CHICK-FIL-A HOLLYWOOD may ask you to divulge personal social media if we reasonably believe it is relevant to an investigation of team member misconduct or team member violation of applicable laws and regulations. Even in this situation, we will use the information for the investigation or proceeding only.

We do require team members to disclose usernames, passwords or other methods of accessing employer-issued electronic devices.

Romantic Relationships

We encourage employees to avoid romantic relationships with co-workers because of potential complications in the workplace. Romantic relationships with clients or vendors may also create problems, including claims of unlawful harassment or conflict of interest. As a result, we also ask employees with these relationships to disclose that information so that the company can take appropriate action if

necessary to avoid possible conflicts of interest or violations of the law and to protect the interests of the company and all employees.

Moonlighting

Unless you were hired as a part-time team member, your position with CHICK-FIL-A HOLLYWOOD is a full-time responsibility requiring your full loyalty. All team members will be held to the same standards of performance and scheduling demands, and exceptions will not be made for team members who also hold outside jobs. If you are engaged in outside employment, whether or not you are a full or part-time team member, please report it to your supervisor so that we can assess whether your outside employment presents a conflict of interest. Furthermore, information, projects or opportunities on which you work as part of your job duties with CHICK-FIL-A HOLLYWOOD are property of our company and may not be used for personal gain or as information for another company.

Personal Business

Personal phone calls, e-mails and visits during work hours should be kept to an absolute minimum. Except for emergencies, please restrict your personal business to your meal and rest periods. Attending to personal business during work hours is extremely costly.

Searches and Inspections

In order to protect its property, team members and clients, CHICK-FIL-A HOLLYWOOD reserves the right to search office property including desks, computers, containers, storage areas and any other equipment without notice. CHICK-FIL-A HOLLYWOOD also reserves the right to inspect personal property on the premises as warranted, including vehicles, clothing, packages, lunch boxes, purses and other containers for illegal drugs, alcohol, weapons, stolen property or evidence of a violation of company rules. Searches of personal property will only be conducted when there is reasonable cause to believe that a team member has illegal drugs, alcohol, weapons, stolen property or evidence of a violation of company rules in his/her possession.

CHICK-FIL-A HOLLYWOOD property and premises may be monitored by means of audio, visual or electronic equipment at any time, without prior notice. Monitored information includes, but is not limited to, monitoring sites team members visit on the Internet, monitoring chat groups and news groups, reviewing downloaded or uploaded material, and reviewing email sent and received by team members. CHICK-FIL-A HOLLYWOOD will keep copies of all Internet and email passwords. System security features such as passwords and message delete functions, do not neutralize or inhibit our ability to access such materials. You should not expect privacy in any area not specifically designated to you for your exclusive use.

Food Handler's Card

Law requires all food handlers in the state of California have a California Food Handler Card. New hires have 30 days from the date of hire to obtain a card.

A food handler is defined by law as a person who works in a food facility and performs any duties that involve the preparation, storage or service of food in a food facility.

Please go to www.foodhandlerusa.com and click on California in the map. Click ServSafe® California Food Handler Online Course and follow the steps. You will need to read the required text and take the test to receive your card. This will cost \$15 and since it is a requirement of the State of California, you will not be reimbursed for your time or the cost of the test. Please print out your certificate of completion and bring it in for our records.

If You Must Leave Us

Should you decide to end your employment with us, although it is not required, we request that you provide at least two (2) weeks' advance notice. Although you are not required to do so, your thoughtfulness will be appreciated and noted favorably should you ever wish to reapply for employment with CHICK-FIL-A HOLLYWOOD.

Upon receipt of notice of a team member's resignation, CHICK-FIL-A HOLLYWOOD reserves the right to choose to release the team member immediately or at some date prior to the team member's requested or designated last day of work, rather than waiting for the end of the notice period.

Upon voluntary or involuntary termination of employment, the team member must return all company property (keys, all items included in the team member's uniform, company documents) in satisfactory condition.

Employee Direct Hand Contact Document

Our mission to be the “Best Quick-Service Restaurant at Satisfying Every Customer” requires that we begin your training with the essential requirements for preparing food safely. Proper hand washing, personal hygiene, and the basic good restaurant practices will be covered here:

How to Properly Wash Hands - Then Sanitize

1. Rinse your hands in warm water (110° - 120° F.).
2. Apply the anti-microbial soap.
3. Scrub your hands and exposed arms for 20 seconds. Concentrate on your fingertips, under your fingernails, between your fingers and your palms.

Note: Wearing a watch keeps you from properly washing your hands and wrists.

It is a food safety requirement to not wear watches or other jewelry (except a plain wedding band) in food preparation areas.

4. Thoroughly rinse your hands and arms.
5. Use a single-service towel to dry your hands. Turn off faucet with paper towel.
6. Apply the hand sanitizer by dispensing one pump into the palm of one hand.
7. Rub the sanitizer into both palms, back of the hands, and between your fingers until dry (about 15 seconds). **Do not** rinse or wipe off your hands.

When Are You Required to Wash Your Hands?

1. **When you first come to work**, and immediately before working with any ready-to-eat food or clean equipment.
2. **After using the restroom.** Wash your hands twice. First in the restroom and second at the designated work hand wash station.
3. After touching your hair, face, nose, ear, mouth, other parts of your body, apron or uniform.
4. After coughing, sneezing, or using a handkerchief or tissue.
5. After touching unclean areas such as, (but not limited to):
 - * Dirty dishes, utensils, or equipment
 - * Money
 - * Telephone
 - * Trash
 - * Busing tables
 - * Cardboard cases
6. After eating, drinking, smoking, or break.
7. After handling raw foods.
8. Immediately before leaving at the end of your shift. (This is for the team member’s personal protection against illness.)

When Must You Use Gloves?

1. When preparing any read-to-eat food which could be served beyond a four-hour

time limit (Cobb Salad, Asian Salad, Grilled Market Salad, side salad, Grilled Chicken Cool Wrap, Cole Slaw, Fruit Cups, Yogurt Parfait, Chicken Salad, Chicken Salad Sandwich, Deluxes, Cookies, Cinnamon Clusters).

2. Any team members who have a cut or bandage on their hands.

Note: If the cut or bandage cannot be covered properly (impermeable glove on finger cut), then the team member should be restricted to work in a non-food handling area. Team members should use colored bandages (blue type available in the Chick-fil-A Warehouse) to enable management to monitor glove use when bandages are present.

3. If your local health department or Operator has a specific requirement.

Important Note: Foodservice gloves are used to provide a barrier between contamination on your hands and the food you prepare or serve. They protect food from body fluids that may be on your hands, help keep your hands clean, provide some insulation from hot food, and allow you to touch food without a utensil. Gloves protect food from invisible, harmful germs on your hands.

Sometimes your foodservice gloves get tiny holes or tears that allow contamination on your hands to pass through to the food. Invisible, harmful germs also come on raw food. The outside layer of your gloves gets contaminated by the germs on food as soon as you touch the food.

To keep food safe from these germs, you must **change** your foodservice gloves AND **wash** your hands:

- Between touching raw food and ready-to-eat food or cooked food.
- Between touching different kinds of foods.
- Whenever the gloves are damaged, dirty, or contaminated.
- After each job. You can only use the same pair of gloves for one job.

An important fact is your foodservice gloves must be changed very often and your hands must be washed every time your gloves are changed. Another important fact is harmful germs on your gloves, hands, or food can be killed ONLY when the food is cooked.

Therefore, you can handle food directly with your clean, bare hands when it will be cooked AFTER you touch it, but you should not handle ready-to-eat food with your bare hands unless it is according to this plan.

Personal Hygiene

Basic Food Safety Practices

Clean and proper uniform, apron, and shoes.

- Bath (shower) daily.
- Hair is well groomed and proper restraint where required.
- Facial hair (only neat mustache or lip stache allowed).
- Smoking and chewing tobacco, gum, toothpicks is prohibited.
- If there is an accidental cough, sneeze, cut or discharge while handling food, contaminated items are discarded, and hands are washed.
- Food employees experiencing persistent sneezing, coughing, or a runny nose may not work with exposed food.
- Personal incidents of diarrhea, fever, vomiting, jaundice, dark brown urine, sore throat with fever, lesion or wound with pus is to be reported to Operator or Manager.
- Food and drinks are to be eaten only in designated areas.
- Exposed jewelry, such as chains, earrings, rings with stones, and bracelets are not worn by food preparation team members.
- Fingernails are trimmed and clean. False nails and nail polish are not to be worn by food preparers while working.

Clean as you go working surfaces. Clean and sanitize all food contact surfaces.

Discrimination and Harassment in Employment are Prohibited by Law

Laws enforced by the California Department of Fair Employment and Housing (DFEH) protect you from illegal discrimination and harassment in employment based on:

- Race
- Color
- Religion
- Sex (includes pregnancy, childbirth, and related medical conditions)
- Gender, gender identity, and gender expression
- Sexual orientation
- Marital status
- National origin (includes language use restrictions)
- Ancestry
- Disability (mental and physical, including HIV and AIDS)
- Medical condition (cancer, or a record or history of cancer)
- Genetic information
- Age (40 and above)
- Denial of family and medical care leave
- Denial of pregnancy disability leave or reasonable accommodation

The California Fair Employment and Housing Act (Part 2.8 commencing with Section 12900 of Division 3 of Title 2 of the Government Code) and the Regulations of the Fair Employment and Housing Commission (California Code of Regulations, Title 2, Division 4, Sections 7285.0 through 8504):

- Prohibit harassment of employees, applicants, and independent contractors by any persons and require employers to take all reasonable steps to prevent harassment. This includes a prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.
- Prohibit employers from limiting or prohibiting the use of any language in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation.
- Require that all employers provide information to each of their employees on the nature, illegality, and legal remedies that apply to sexual harassment. Employers may either develop their own publications, which must meet standards as set forth in California Government Code Section 12950, or use a brochure from the DFEH.
- Require employers with 50 or more employees and all public entities to provide sexual harassment prevention training for all supervisors.
- Require employers to reasonably accommodate an employee or job applicant's religious beliefs and practices.
- Require employers to reasonably accommodate employees or job applicants with a disability in order to enable them to perform the essential functions of a job.
- Permit job applicants and employees to file complaints with the DFEH against an employer, employment agency, or labor union that fails to grant equal employment as required by law.
- Prohibit discrimination against any job applicant or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.
- Require employers, employment agencies, and unions to preserve applications, personnel records, and employment referral records for a minimum of two years.

- Require employers to provide leaves of up to four months to employees disabled because of pregnancy, childbirth, or a related medical condition.
- Require an employer to provide reasonable accommodations requested by an employee, on the advice of her health care provider, related to her pregnancy, childbirth, or related medical conditions.
- Require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child; the placement of a child for adoption or foster care; for an employee's own serious health condition; or to care for a parent, spouse, or child with a serious health condition. (Employers are required to post a notice informing employees of their family and medical leave rights.)
- Require employment agencies to serve all applicants equally, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertising that expresses a discriminatory hiring preference.
- Require unions not to discriminate in member admissions or dispatching to jobs.
- Prohibit retaliation against a person who opposes, reports, or assists another person in opposing unlawful discrimination. The law provides for administrative fines and remedies for individuals, including the following: hiring, front pay, back pay, promotion, reinstatement, cease-and-desist order, expert witness fees, reasonable attorney's fees and costs, punitive damages, and damages for emotional distress.

Sedgwick CMS California Workers' Compensation Medical Provider Network Employee Notification & Guide

We are pleased to introduce the California workers' compensation medical provider network (MPN) developed by Sedgwick Claims Management Services, Inc. The goal of the MPN is to help ensure that injured employees receive high quality, appropriate medical care that focuses on returning the individual to a productive lifestyle as quickly as medically appropriate. The following information is designed to explain the MPN, as well as your participation in the event of a work-related injury or accident. California law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer, Chick-fil-A, has chosen to provide this medical care by using a Workers' Compensation physician network called: Sedgwick CMS Medical Provider Network. This MPN is administered by Sedgwick CMS. Your employer, Chick-fil-A's, workers' compensation carrier is: Chartis.

This notification tells you what you need to know about the MPN program and describes your rights in choosing medical care for work-related injuries and illnesses. It is very important that you read this material carefully. If you have any questions, contact your supervisor or your Sedgwick CMS claims examiner.

Employee's Rights & Responsibilities

You have the responsibility to:

- Report promptly any work related injury or sickness to your supervisor.
- Be cooperative and courteous with the Medical Care Coordinator, Primary Care Physician, Specialist Physician, Nurse Case Manager and Claims Examiner.
- Ensure all treatment is received from the Medical Provider Network, except in cases of emergency or other allowable circumstances.
- Keep all appointments.
- Return to work as soon as your doctor says you can.

You have the right to:

- Prompt, quality medical care for your workplace injury.
- Be treated courteously by your Medical Care Coordinator, Primary Care Physician, Specialist Physician, Nurse Case Manager and Claims Examiner.
- Select a physician of your choice from within the MPN at any point in time after the initial medical evaluation with an MPN physician.
- Request a second medical opinion if you dispute the diagnosis or treatment plan.
- Request a third medical opinion if you are not in agreement with the Second Medical opinion.
- Request an Independent Medical Review from the Administrative Director if you are not satisfied with the third medical opinion.

- Have all questions related to your medical care and claim answered in a manner you understand.

Commonly Asked Questions

What services does the MPN offer?

All diagnosis and treatment of injuries or illnesses for covered employees will occur with physicians and other designated providers within the MPN. Providers within the MPN will follow all applicable medical treatment guideline and will allow covered employees a choice of providers in the network after the first visit. The MPN will also offer an opportunity for second and third opinions if you disagree with the diagnosis or treatment offered by the treating physician. Any ancillary services needed to augment the diagnosis and treatment of injuries/illnesses will be obtained through contract service providers for Sedgwick CMS as designated in the MPN plan.

What do I need to do if I am injured, or become ill, as a result of my job?

As with any work-related accident or illness, the first thing you should do is notify your supervisor. Your supervisor is prepared to help with the initial notification of injury and the selection of an MPN physician.

What if my employer disputes my injury?

You may be entitled to receive treatment even if your employer initially disputes your injury. Until the date the claim is rejected, the employer's liability for the claim shall be limited to ten thousand dollars, but this does not guarantee that you will receive medical care up to this ten thousand dollar limit. Treatment can continue until the employer makes a decision to deny your claim. This treatment is still within the MPN.

If the injury is minor, do I still have to report it?

Any injury, no matter how small, should be brought to your supervisor's attention immediately. Without proper medical attention, even a simple situation could lead to complications.

Can I treat with my personal physician if I properly pre-designate him or her prior to the injury?

Yes, you may treat with your personal physician outside the MPN if you properly pre-designate him or her prior to the injury.

The following must apply:

1. Employer must be notified of the pred-esignation in writing prior to the injury.
2. Employer must provide non-occupational group health coverage.

3. Physician is employee's primary care provider, has previously directed medical treatment, and retains the employee's medical records, including history.

4. Physician must agree to be pre-designated.

What should I do in the event of an emergency?

The most important thing is to get immediate medical care from the nearest emergency room. Your physician or a family member may notify your supervisor of the situation. Your supervisor will then work with you and your physician to get you into the MPN.

How do I access an MPN physician?

You may access the Medical Provider Network by following the steps below:

1. Go to www.coventrywcs.com
2. Select Client Log In and Tools
3. Select the radial button for FOCUS/Coventry Login (GeoAccess Channeling Tools)
4. On the client ID screen, key in
 - a. Sedgwickkaisercampn for the Sedgwick CMS Extended MPN with Kaiser physicians or
 - b. Sedgwickcampn for the Sedgwick CMS MPN without Kaiser physicians

Please follow the screen prompts to find providers in your geographical area. Once you choose a physician within the MPN, please call the physician and advise him or her of your personal information, employer name, claim number, and that Sedgwick CMS is the third party administrator for the employer or insurance company.

For additional assistance, you may call your claims examiner or the Sedgwick CMS

MPN Coordinator at 800-625-6588.

If you do not have access to the internet, you may obtain a list of providers by asking your supervisor or contacting the MPN coordinator at (800) 625-6588.

How do I obtain initial or subsequent medical care?

In the event of a work-related injury, follow the company procedure for reporting it by notifying your supervisor. Once you report the incident, your supervisor will direct you to a physician for an initial evaluation. After this evaluation, you have the right to remain with this provider or select a treating physician within the MPN. As a patient in the MPN, you have the right to see a doctor close to your home or workplace. If you have to travel more than 15 miles or

30 minutes to see your treating doctor or 30 miles or 60 minutes to see a specialist, you should tell your MPN contact. If you live in a rural area, treatment will be available and accessible at reasonable times to all covered employees with a residence or

work place beyond 30 miles of a MPN health facility from an out-of-network, non-contracted provider. If you are temporarily living outside the service area or you are a former employee who permanently resides outside the MPN geographical service area, you may access a provider for non-emergency medical care by going to www.coventrywcs.com.

You may also contact your claims examiner for assistance. If you are unable to find a provider on this website, you may select a provider of your choice.

Can I change providers?

Yes, you have the right to change your doctor if you are not satisfied; however, medical treatment must be provided inside the MPN.

What do I do if I experience trouble obtaining an appointment within the MPN?

Please contact your claims examiner if you experience difficulty in scheduling an appointment or obtaining treatment with a provider within the MPN.

You may also call the MPN Coordinator at (800) 625-6588 for assistance.

What if I need to see a specialist?

If your treating physician cannot provide you the care needed for recovery, he or she will refer you to an MPN specialist that is appropriate for your injury. To obtain information about seeing a specialist in your geographic area, please contact your claims examiner or the MPN coordinator at (800) 625-6588. You may also access the list of specialists by following the instructions under "How do I access an MPN physician." You have the option of self-selecting a specialist.

If I'm hurt or become ill while traveling on business, what do I do?

Should you require medical treatment for a work-related accident or illness while outside of the service area, DO NOT delay treatment until returning home. Your health and welfare are the most important issues and should not be taken lightly.

You may find physicians in other states at www.coventrywcs.com.

For a non-emergency situation

If your medical situation is not of an emergency nature, please call your supervisor immediately to discuss the situation. He or she may direct you to an MPN physician near where you are traveling. You will then receive immediate treatment from that physician, and may be referred to another, more convenient network physician when you return home.

For an emergency situation

Naturally, you are not expected to contact your supervisor prior to receiving medical treatment in an emergency situation. Emergency is defined as a condition manifesting itself by acute symptoms or

sufficient severity such that the absence of immediate medical attention could reasonably be expected to place the patient's health in serious jeopardy. Once you've received the emergency medical care required, you (or a family member) should contact your supervisor. Your supervisor will then contact your claims examiner, who will work with the treating doctor. This coordination will continue when you return home.

What if I have a concern with my physician?

Your input is very important. You may voice a concern by calling your claims examiner or nurse case manager. They will work with you to resolve your issue with the physician. You may also contact the MPN coordinator at (800) 625-6588. Remember, as mentioned before, you have the right to change physicians within the MPN.

What if I disagree with the treatment decision made by my physician or I want to change doctors?

If you dispute either the diagnosis or the treatment prescribed by the treating physician, you may obtain a second and, if necessary, a third opinion from physicians within the MPN. During this process, you may treat with your treating physician or with a physician of your choice within the MPN network. Please refer to "How do I access an MPN physician?".

Second Opinion

If you dispute either the diagnosis or the treatment prescribed by the treating physician, you may obtain a second and third opinion from a physician within the MPN. It is your responsibility to:

- (1) inform the claims examiner or nurse case manager orally or in writing that you dispute the treating physician's opinion and request a second opinion;
- (2) select a physician or specialist from a list of available MPN providers;
- (3) make an appointment with the second opinion physician within 60 days and indicate whether a physical examination is requested; and
- (4) inform your claims examiner of the appointment date. It is the claims examiner's responsibility to:
 - (1) provide a regional area listing of MPN providers and/or specialists to you based on the specialty or recognized expertise in treating the particular injury or condition in question;
 - (2) inform you of your right to request a copy of the medical records that will be sent to the second opinion physician;
 - (3) contact the treating physician and provide a copy of the medical records or send the necessary medical records to the second opinion physician prior to the appointment date;
 - (4) provide you with a copy of the records;
 - (5) notify the second opinion physician in writing that he or she has been selected to provide a second opinion and inform him/her of the nature of the dispute. If the appointment is not made within 60 days of receipt of the list of the available MPN providers, then you will be deemed to have waived the second opinion process with regard to this disputed diagnosis or treatment of this treating physician.

If, after reviewing your medical records, the second opinion physician determines your injury is outside the scope of his or her practice, the physician shall notify the claims examiner so that a new list of MPN providers and/or specialists can be sent to you based on the specialty or recognized expertise in treating the particular injury or condition in question.

Third Opinion

If you disagree with either the diagnosis or treatment prescribed by the second opinion physician, you may seek the opinion of a third physician within the MPN. It is your responsibility to:

(1) inform the claims examiner or nurse case manager orally or in writing that you dispute the treating physician's opinion and request a third opinion;
(2) select a physician or specialist from a list of available MPN providers; (3) make an appointment with the third opinion physician within 60 days and indicate whether a physical examination is requested; and

(4) inform your claims examiner of the appointment Date It is the claims examiner's responsibility to:

(1) provide a regional area listing of MPN providers and/or specialists to the employee for his or her selection based on the specialty or recognized expertise in treating the particular injury or condition in question;
(2) inform you of your right to request a copy of the medical records that will be sent to the third opinion physician
(3) contact the treating physician and provide a copy of the medical records or send the necessary medical records to the third opinion physician prior to the appointment date;
(4) provide you with a copy of the records;
(5) notify the third opinion physician in writing that he or she has been selected to provide a third opinion and the nature of the dispute. If the appointment is not made within 60 days of receipt of the list of the available MPN providers, then you will be deemed to have waived the third opinion process with regard to this disputed diagnosis or treatment of this treating physician. If, after reviewing the covered employee's medical records, the third opinion physician

determines that your injury is outside the scope of his or her practice, the physician shall notify the claims examiner so that a new list of MPN providers and/or specialists can be sent to you based on the specialty or recognized expertise in treating the particular injury or condition in question.

The second and third opinion physicians shall render their opinions of the disputed diagnosis or treatment in writing and offer alternative diagnosis or treatment recommendations, if applicable. Any recommended treatment shall be in accordance with Labor Code section 4616(e). The second and third opinion physicians may order diagnostic testing if medically necessary. A copy of the written report shall be provided to the employee, the person designated by us, and your treating physician within 20 days of the date of the appointment or receipt of the results of the diagnostic tests, whichever is later.

What if I disagree with the third opinion physician?

If you disagree with the third opinion physician, you may make a request for an Independent Medical Review by filing an Application for Independent Medical Review with the Administrative Director. If the third opinion you have requested resolves your dispute, there is no need to request an independent medical review. Your claims examiner will provide detailed information about how to request an Independent Medical Review if you request a third opinion. Please see the section below that describes the process in detail.

How to obtain an Independent Medical Review?

If you dispute the diagnostic service, diagnosis, or medical treatment prescribed by the second opinion physician, you may seek the opinion of a third physician in the MPN. You and the employer or insurer shall comply with the requirements of section 9767.7(d). Additionally at the time of the selection of the physician for a third opinion, your claims examiner shall notify you about the Independent Medical Review process and provide you with an "Application for Independent Medical Review" set forth in section 9768.10. The claims examiner (MPN contact) must fill out the "MPN contact section" of the form and list the specialty of the treating physician and an alternative specialty, if any, that is different from the specialty of the treating physician. If you dispute the diagnostic service, diagnosis or medical treatment prescribed by the third opinion physician, you may request an Independent Medical Review by filing the aforementioned completed application with the Administrative Director. You must complete the "employee section" of the form, indicate on the form whether you request an in-person examination or record review, and may list an alternative specialty, if any, that is different from the specialty of the treating physician. The Administrative Director shall select an IMR with an appropriate specialty within ten business days of receiving the Application for Independent Medical Review form. The Administrative Director's selection of the IMR shall be based on the specialty of the treating physician, the alternative specialties listed by you and the claims examiner, and the information submitted with the application. If you request an in-person examination, the Administrative Director shall randomly select from the list of available independent medical reviewers, a physician with an appropriate specialty and an office located within thirty miles of your residence address. If there is only one physician with an appropriate specialty within thirty miles of your residence address, that physician shall be selected to be the independent medical reviewer. If there are no physicians with an appropriate specialty who have offices located within thirty miles of your address, the Administrative Director shall search in increasing five mile increments, until a physician is located. If there are no available physicians with this appropriate specialty, the Administrative Director may choose another specialty based on the information submitted. If you request a record review, then the Administrative Director shall randomly select a physician with an appropriate specialty from the list of available independent medical reviewers to be the

IMR. If there are no physicians with an appropriate specialty, the Administrative Director may choose another specialty based on the information submitted. The Administrative Director shall send written notification of the name and contact information of the IMR to you, your attorney (if applicable), the claims examiner and the IMR. The Administrative Director shall send a copy of the completed Application for Independent Medical Review to the IMR. You, the claims examiner, or the selected IMR can object within 10 calendar days of receipt of the name of the IMR to the selection if there is a conflict of interest as defined by section 9768.2. If the IMR determines that he or she does not practice the appropriate specialty, the IMR shall withdraw within 10 calendar days of receipt of the notification of selection. If a conflict of interest is verified or the IMR withdraws, the Administrative Director shall select another IMR with the same specialty. If there are no available physicians with the same specialty, the Administrative Director may select an IMR with another specialty based on the information submitted and in accordance with the procedure discussed above for an in-person examination and for a record review. If you request an in-person exam, within 60 calendar days of receiving the name of the IMR, you must contact the IMR to arrange an appointment. If you fail to contact the IMR for an appointment within 60 calendar days of receiving the name of the IMR, then you shall be deemed to have waived the IMR process with regard to this disputed diagnosis or treatment of this treating physician. The IMR shall schedule an appointment with you within 30 calendar days of the request for an appointment, unless all parties agree to a later date. The IMR shall notify the claims examiner of the appointment date. You must provide written notice to the Administrative Director and the claims examiner if you decide to withdraw the request for an independent medical review. During this process, you are required to continue your treatment with the treating physician or a physician of your choice within the MPN pursuant to section 9767.6.

Who should I contact if I have questions regarding the MPN?

Please contact your claims examiner if you have questions regarding the MPN. You may also contact the MPN Coordinator at (800) 625-6588. If you have trouble getting an appointment or appropriate medical care, your claims examiner will assist you until the issue is resolved.

What if I feel I need help from the Administrative Director?

You may contact your local Information and Assistance Officer at your local Workers' Compensation Appeals Board.

Your claims examiner will give you the telephone number of the officer nearest you.

What is Continuity of Care?

Continuity of Care is the procedure that describes how Applicant will provide medical treatment in event your physician is no longer a member of the MPN. Continuity of care is explained in the attached Continuity of Care Policy.

What is Transfer of Care and how does it work?

Transfer of Care is the procedure that describes how Applicant will transfer your ongoing treatment for an existing workers' compensation injury requiring medical treatment into the MPN for further medical care. Transfer of care is explained in the attached Transfer of Care Policy.

Continuity of Care Policy:

Applicant will provide all employees entering the workers' compensation system with notice of its written continuity of care policy and with information regarding the process for an employee to request a review under the policy. Applicant will also provide, upon request, a copy of the written policy to any employee.

Procedure:

1. Completion of treatment by a terminated medical provider.

Applicant will, at the request of an injured employee, provide the completion of treatment as set forth in this exhibit by a terminated medical provider.

a) The treatment being provided by a medical provider whose membership in the MPN terminates will be provided by a terminated medical provider to an injured employee who, at the time of the contract's termination, was receiving services from that provider for one of the conditions described in paragraph 1.b) below.

b) Applicant will provide for the completion of treatment for the following conditions subject to coverage through the workers' compensation system before transferring further medical treatment to a physician in the MPN. At that time, the employee will have the same rights to select a new physician or contest the opinion of the primary treating physician as has been previously described:

(i) An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of treatment will be provided for the duration of the acute condition. An acute condition shall have duration of less than ninety days.

(ii) A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment will be provided for a period of time necessary to complete a

course of treatment and to arrange for a safe transfer to another provider, as determined by Applicant in consultation with the injured employee and the terminated medical provider and consistent with good professional practice. Completion of treatment under this paragraph will not exceed 12 months from the contract termination date. An "extended period of time" with regard to a serious and chronic condition means a duration of at least ninety days.

(iii) A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. There will be no transfer of care in such circumstances, and completion of treatment will be provided for the duration of a terminal illness.

(iv) Surgery or other procedure. Performance of surgery or other procedure that is authorized by the Employer/Insurer as part of a documented course of treatment and has been recommended and

documented by the provider to occur within 180 days of the contract's termination date.

2. Contractual terms and conditions. Applicant may require the terminated medical provider whose services are continued beyond the contract termination date pursuant to this section, to agree in writing to be subject to the same contractual terms and conditions that were imposed upon the provider prior to termination. If the terminated medical provider does not agree to comply or upon agreement does not comply with these contractual terms and conditions, then Applicant is not required to continue the provider's services beyond the contract termination date.

3. Compensation. Unless otherwise agreed by the terminated medical provider and Applicant, the services rendered pursuant to this section will be compensated at rates and methods of payment similar to those used by Applicant for currently contracted providers providing similar services who are practicing in the same or a similar geographic area as the terminated medical provider. Applicant is not required to continue the services of a terminated medical provider if the provider does not accept the payment rates provided for in this paragraph.

4. Termination for medical disciplinary cause or reason.

This policy will not require Applicant to provide for completion of treatment by a provider whose contract with Applicant has been terminated or not renewed for reasons relating to a medical disciplinary cause or reason, as defined in paragraph (6) of subdivision (a) of *Section 805 of the Business and Profession Code*, or fraud or other criminal activity.

5. Continuity of care beyond requirements.

Nothing in this exhibit will preclude Applicant from providing continuity of care beyond the requirements of this exhibit.

6. Dispute resolution process.

a) Following Applicant's determination of the injured covered employee's medical condition, Applicant shall notify the covered employee of the determination regarding the completion of treatment and whether or not the employee will be required to select a new provider from within the MPN. The

notification shall be sent to the covered employee's residence and a copy of the letter shall be sent to the covered employee's primary treating physician. The notification shall be written in English and Spanish and use layperson's terms to the maximum extent possible.

b) If the terminated provider agrees to continue treating the injured covered employee in accordance with Labor Code section 4616.2 and if the injured covered employee disputes the medical determination, the injured covered employee shall request a report from the covered employee's primary treating physician that addresses whether the covered employee falls within any of the conditions set forth in Labor Code section 4616.2(d)(3): an acute condition; a serious chronic condition; a terminal illness; or a performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date. The treating physician shall provide the report to the covered employee within twenty calendar days of the request. If the treating physician fails to issue the report, then the determination made by Applicant referred to in 6.a) shall apply.

c) If Applicant or injured covered employee objects to the medical determination by the treating physician, the dispute regarding the medical determination made by the treating physician concerning the continuity of care shall be resolved pursuant to Labor Code section 4062.

d) If the treating physician agrees with Applicant's determination that the injured covered employee's medical condition does not meet the conditions set forth in Labor Code section 4616.2(d) (3), then the employee shall choose a new provider from within the MPN during the dispute resolution process.

e) If the treating physician does not agree with Applicant's determination that the injured covered employee's medical condition does not meet the conditions set forth in Labor Code section 4616.2(d) (3), the injured covered employee shall continue to treat with the terminated provider until the dispute is resolved.

7. Replacement of continuity of care policy.

Applicant will file a revision of the continuity of care policy with the Administrative Director if it makes a material change to this policy.

Transfer of Ongoing Care Policy

Policy: Applicant will provide for the completion of treatment for injured covered employees who are being treated outside of the Medical Provider Network (MPN) for an occupational injury or illness that occurred prior to the coverage of the MPN.

Procedure:

A. If the injured covered employee's injury or illness does not meet the conditions set forth in E(1) through E(4) below, the injured covered employee may be transferred into the MPN for medical treatment.

B. Until the injured covered employee is transferred into the MPN, the employee's physician may make referrals to providers within or outside the MPN.

C. Nothing in this section shall preclude Applicant, an insurer, or employer from agreeing to provide medical care with providers outside of the MPN.

D. If an injured covered employee is being treated for an occupational injury or illness by a physician or provider prior to coverage of a medical provider network, and the injured covered employee's physician or provider becomes a provider within the MPN that applies to the injured covered employee, then Applicant shall inform the injured covered employee and his or her physician or provider if his/her treatment is being provided by his/her physician or provider under the provisions of the MPN.

E. Applicant shall authorize the completion of treatment for injured covered employees who are being treated outside of the MPN for an occupational injury or illness that occurred prior to the coverage of the MPN and whose treating physician is not a provider within the MPN, including injured covered employees who pre-designated a physician and do not fall within the Labor Code section 4600(d), for the following conditions:

(1) An acute condition. For purposes of this subdivision, an acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has duration of less than 90 days. Completion of treatment shall be provided for the duration of the acute condition.

(2) A serious chronic condition. For purposes of this subdivision, a serious chronic condition is a medical condition due to a disease, illness, catastrophic injury, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over 90 days and requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be authorized for a period of time necessary, up to one year: (A) necessary to complete a course of treatment approved by the employer or insurer, and (B) to arrange for transfer to another provider within the MPN, as determined by the insurer or employer. The one year period for completion of treatment starts from the date of the injured covered employee's receipt of the notification, as required by subdivision F., of the determination that the employee has a serious chronic condition.

(3) A terminal illness. For purposes of this subdivision, a terminal illness is an incurable or irreversible condition that has a high probability of causing

death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.

(4) Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days from the MPN coverage effective date.

F. If the employer or insurer decides to transfer the covered employee's medical care to the medical provider network, Applicant shall notify the covered employee of the determination regarding the completion of treatment and the decision to transfer medical care into the medical provider network. The notification shall be sent to the covered employee's residence and a copy of the letter shall be sent to the covered employee's primary treating physician. The notification shall be written in English and Spanish and use layperson's terms to the maximum extent possible.

G. If the injured covered employee disputes the medical determination under this section, the injured covered employee shall request a report from the covered employee's primary treating physician that addresses whether the covered employee falls within any of the conditions set forth in subdivisions E.(1) through E.(4) above. The treating physician shall provide the report to the covered employee within twenty calendar days of the request. If the treating physician fails to issue the report, then the determination made by the Applicant referred to in F. shall apply.

H. If Applicant or the injured covered employee objects to the medical determination by the treating physician, the dispute regarding the medical determination made by the treating physician concerning the transfer of care shall be resolved pursuant to Labor Code section 4062.

I. If the treating physician agrees with Applicant's determination that the injured covered employee's medical condition does not meet the conditions set forth in subdivisions E.(1) through E.(4) above, the transfer of care shall go forward during the dispute resolution process.

J. If the treating physician does not agree with the MPN applicant's determination that the injured covered employee's medical condition does not meet the conditions set forth in subdivisions E.(1) through E.(4), the transfer of care shall not go forward until the dispute is resolved.

TEAM MEMBER HANDBOOK ACKNOWLEDGEMENT FORM

By signing this form, I acknowledge receipt of the handbook. I understand that this handbook does not imply or constitute a contract or employment agreement for a specified term between myself and CHICK-FIL-A HOLLYWOOD.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. If I have any questions about the handbook, or any employment matters, I will contact my supervisor or the Owner/Operator.

If any dispute or grievance should arise in the workplace and it cannot be resolved between coworkers, I understand that I am to go to the Operator to express my concerns, immediately, so that the dispute or grievance can be properly resolved in a timely manner.

I understand that it is my responsibility to in no way reveal or divulge any confidential, proprietary and trade secret information that I may come in contact with, during and after my employment with CHICK-FIL-A HOLLYWOOD.

I understand that the workplace can be inspected or searched, for reasonable cause. Items including property of CHICK-FIL-A HOLLYWOOD, personal property brought on the premises, and any information transmitted on computers or communications systems can and will be included in these searches or inspections.

I understand that my work at CHICK-FIL-A HOLLYWOOD is "at will," meaning that I am free to leave the company at any time, with or without reason, and that the company has the same right to end its employment relationship with me. No one at CHICK-FIL-A HOLLYWOOD has authority to make a contrary agreement with me except in a formal written document signed by the Owner/Operator and myself. The team member handbook and all other policies and procedures of CHICK-FIL-A HOLLYWOOD are intended to be consistent with the company's employment-at-will philosophy.

I understand that this handbook contains general statements about current company policy, and that CHICK-FIL-A HOLLYWOOD retains the right to revise or modify the terms, information, policies, and benefits at its sole discretion and at any time.

I understand that the company may, at its sole discretion, depart from policy from time to time.

Team Member Signature _____

Team Member Name Printed _____

Date _____

NOTICE TO EMPLOYEE

Labor Code section 2810.5

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to each employee at the time of hire in the language the employer normally uses to communicate employment-related information. Exceptions to this requirement are indicated on the next page.

This notice is available in other languages at www.dir.ca.gov/DLSE.

EMPLOYEE

Employee Name: _____

Start Date: _____

EMPLOYER

Legal Name of Hiring Employer: CDC Restaurant group, inc.

(Check all that apply): Sole Proprietor Corporation Limited Liability Company
 General Partnership

Physical Address of Main Office: 6750 W. Sunset Blvd. Los Angeles, CA 90028

Employer's Mailing Address: 6750 W. Sunset Blvd. Los Angeles, CA 90028

Employer's Telephone Number: (323) 464-2455

WAGE INFORMATION

Rate(s) of Pay: Front Counter \$15.00. Kitchen \$15.50 then raises will be given in accordance with the tier system. These are training wages as of 7/1/2019 and does not apply to Salary/Exempt employees.

Overtime Rate(s) of Pay: Time and a half after 8 consecutive hours or 40+ hours in a week.

Rate by (check box): Hour Shift Day Week Salary
 Piece rate Commission

Employment agreement is (check box): Oral Written

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):
none.

Regular Pay Day: Every other week on Thursday for the previous two weeks

WORKERS' COMPENSATION

Insurance Carrier's Name: Arch Insurance Company

Address: 3560 Lenox Rd. Atlanta, GA 30305

Telephone Number: (404) 995-3000

Policy No.: 31WCI1807400

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a) May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
- b) May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
- c) Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 - 1. requesting or using accrued sick days;
 - 2. attempting to exercise the right to use accrued paid sick days;
 - 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 - 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.

The following applies to the employee identified on this notice: *(Check one box)*

- 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
- 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGMENT OF RECEIPT

PRINT NAME of Employer representative

PRINT NAME of Employee

SIGNATURE of Employer representative

SIGNATURE of Employee

DATE _____

DATE _____

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

This Notice is NOT required if (a) you are directly employed by the state or any political subdivision thereof, (b) you are an employee who is exempt from the payment of overtime wages by statute or wage order, or (c) you are covered by a collective bargaining agreement that expressly provides for wages, hours of work and working conditions, and provides for premium wage rates for all overtime worked.

The full text of Labor Code section 2810.5 may be found at www.leginfo.ca.gov/calaw.html. Check "Labor Code" and search for "2810.5" in quotes.

The employee's signature on this notice merely constitutes acknowledgement of receipt. In accordance with an employer's general recordkeeping requirements under the law, it is the employer's obligation to ensure that the employment and wage-related information provided on this notice is accurate and complete. Furthermore, the employee's signature acknowledging receipt of this notice does not constitute a voluntary written agreement as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.

**TEAM MEMBER ACKNOWLEDGMENT OF
CIVILITY, EQUAL EMPLOYMENT OPPORTUNITY &
NON-HARASSMENT POLICY
AND
DFEH PUBLICATION DFEH-162**

By signing below, I acknowledge that I have received, read and understand CHICK-FIL-A HOLLYWOOD's Civility & Non-Harassment Policy that was provided to me as part of the Team Member Policy Handbook I received on the date indicated below. I understand that I am expected to comply with all of the terms of this Policy. I understand that I have a responsibility to report immediately any discrimination, harassment, or retaliation that I believe I have experienced, witnessed or otherwise become aware of to the leadership individuals identified in this Policy. I further understand that any team member determined to have engaged in conduct of any nature that violates this Policy will be subject to appropriate disciplinary action, up to and including suspension or termination of employment.

By signing below, I also acknowledge that I have received from Chick-fil-A Hollywood a copy of the California Department of Fair Housing and Employment's information sheet entitled "Discrimination and Harassment In Employment Are Prohibited by Law," identified as publication DFEH-162. I understand that it is my responsibility to read and familiarize myself with the contents of this information sheet. I further understand that I may address any questions about this information sheet I may have with my Owner/Operator.

Team Member Name (Print)

Team Member Signature

Date

Employee Direct Hand Contact Document

Employee Name: _____

Employee Position(s) _____

has been trained on:

- How to effectively wash your hands.
- When to wash your hands.
- How to avoid contamination of food from direct hand contact.
- How to avoid contaminating ready-to-eat food by raw food.
- How to avoid contaminating ready-to-eat food by unclean hands.
- How to avoid contaminating ready-to-eat food by unprofessional hygiene.
- The importance of personal appearance in preventing disease.
- The importance of clean as you go work areas in preventing disease.
- Symptoms of illness that can be passed through food and how to report these symptoms to your Operator or Supervisor.
- One-to-one training with every employee before direct hand contact.

SIGNATURE

TITLE

DATE



Silent Alarm Acknowledgement

1) Silent Alarm push stations are located in this Chick-fil-A.

Please become familiar with the exact location of all the Silent Alarm push stations. Also, you should be familiar with their operation and how to reset, if necessary. Your alarm system will not “arm” if all push stations are not reset. If you are not sure how the Silent Alarm push stations operate, ask your manager.

Be advised that only a small amount of pressure is needed to activate a Silent Alarm push station. Once activated, Strong Systems International, Inc. (your alarm company) should receive a silent alarm message and local police will be dispatched. EACH FALSE ALARM COSTS CHICK-FIL-A IN FALSE ALARM FINES AND TAKES OUR POLICE AWAY FROM PERFORMING OTHER DUTIES.

I understand the operation and location of all the Silent Alarm push stations, and will ask management to explain if I do not.

2) You have a special “Ambush Code Prefix”.

If an intruder forces you to disarm your system, you may enter a two-digit “Ambush Code Prefix” just prior to your Arm/Disarm Code. The Ambush Code Prefix is _____.

This will also send a Silent Alarm message.

3) Safe access (if equipped) is protected through a Silent Alarm.

Talk with your manager and operator regarding access into the safe.

NOTE: To comply with industry standards, this alarm system is equipped with line seizure. This means that any time the system’s dialer needs to communicate with the central station (for example to report a silent alarm), it will not be possible to use any telephones that are on the same line as the security system dialer. Normally, this condition will last approximately less than one minute, but under poor telephone circuit conditions, could last for as long as 15 minutes.

Signature of Employee

Management

Dated: _____

**ACKNOWLEDGEMENT OF SEDGWICK CMS CALIFORNIA WORKERS'
COMPENSATION MEDICAL PROVIDER NETWORK EMPLOYEE
NOTIFICATION & GUIDE**

I acknowledge receiving the MPN Employee Notification information and Pre-designation form. I understand that I must comply with Chick-fil-A's procedures regarding the reporting of an injury and the treatment of an injury, if applicable, through Sedgwick CMS Medical Provider Network (as their network of choice for treatment of workers' compensation inquiries). I know that I am to immediately report an injury to my supervisor and I know that I may only use the MPN for the treatment of my injury, unless I have provided a written pre-designation of my primary care physician prior to an injury. I understand that the failure to do so may result in the repayment of cost of medical treatment.

Employee Initial _____

Employee Name (print)

Employee Signature

Date

CHICK-FIL-A HOLLYWOOD MODEL AGREEMENT AND RELEASE

This CHICK-FIL-A HOLLYWOOD MODEL AGREEMENT AND RELEASE (the "Agreement") is entered into effective as of the date ("Effective Date") executed by the model ("Model"), Model currently residing at _____.

WHEREAS, Chick-fil-A, Inc. ("CFA") desires to utilize Model's name, photograph, voice, likeness and identifiable attributes in connection with certain advertising, marketing, social media and promotional media materials in any format created now or in the future by CFA or CFA's agents, affiliates, subsidiaries or franchisees (the "Marketing Materials"); and

WHEREAS, Model desires to allow the CFA Parties (as defined below) to utilize his/her name, photograph, voice, likeness and identifiable attributes in the foregoing respect.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby specifically acknowledged, the parties agree as follows:

1. License and Ownership. Model hereby grants CFA, its affiliates, subsidiaries, franchisees, successors and assigns (collectively, the "CFA Parties") a perpetual, irrevocable, worldwide, royalty-free license (the "License") to use, publish and reproduce Model's name, photograph, voice, likeness and any identifiable attributes in connection with the Marketing Materials for any purpose. Model represents and warrants to the CFA Parties that Model has not made any prior contract or commitment in conflict with this grant of License. Model forever releases the CFA Parties from any and all claims associated with using his/her name, photograph, voice, likeness and/or identifiable attributes in the Marketing Materials including, without limitation, claims lying in rights of publicity, rights of privacy, infringement of trademark or copyright, libel and slander. CFA shall be the sole and exclusive owner of all such Marketing Materials, including without limitation, any copyrights therein.
2. Representations. Model represents and warrants that he/she: (a) is eighteen (18) years of age or older, or if Model is under eighteen (18), that the signatory below has full capacity to execute this Agreement and that Model and signatory will not seek to disaffirm this Agreement; and (b) that Model is not a member of any applicable guild or union and that no CFA Parties shall be required to make any payments for pension, health and welfare, to any guild or union for use of Model's services.
3. No Approval. Model hereby agrees that no Marketing Materials (including any containing Model's name, photograph, voice, likeness and/or identifiable attributes) need to be submitted to Model for approval or inspection at any time.
4. No Obligations of the CFA Parties. Nothing in this Agreement shall constitute any obligation on the part of any CFA Parties to make any use of any of the rights set forth herein.
5. Miscellaneous. This Agreement shall be governed by the laws of the State of Georgia. This Agreement constitutes the full and complete understanding between the parties as to the subject matter of this Agreement and may not be amended, changed or modified except in writing signed by both Model and CFA.

IN WITNESS WHEREOF, the undersigned, having read and understood the terms hereof, have executed this Agreement as of the day and year first above written.

"MODEL":

PARENT OR GUARDIAN SIGNATURE:
(IF MODEL IS UNDER AGE 18)

Signature

Signature

Print Name

Print Name/Title

Date

Date



Financial
Management
Systems

Cash and Coupon Accountability Policy

Team Member (Print)

Unit Name

Your job as a cashier is essential. Because you will be handling cash and coupons, it is very important that you understand what is expected of you. Please carefully read this policy statement and be certain you fully understand it before you sign it.

1. At the beginning of your shift, you are encouraged to verify the beginning cash total on the Cashier Summary Ticket in your cash drawer. If you fail to count the drawer, it is assumed that you agree with the beginning cash total determined by the Team Leader.
2. Only you are to use your drawer. (This policy includes Team Leaders and Operators.)
3. You will be held accountable for all of your cash overages and shortages and for your irregular keystrokes, e.g., over-rings/refunds, deletions, and orders cleared.
4. If it becomes necessary to obtain change during your shift, contact a team leader to make change. Cashiers should not make change with other cashiers.
5. Should it be necessary to skim your drawer, both the cashier and Team Leader should verify, record and initial the amount of the skim on the Cashier Summary Ticket.
6. When you finish your shift, you may only count your drawer in the presence of a Team Leader. If you decide not to count your drawer with the Team Leader, the Team Leader will count the drawer and it will be assumed that you agree with the ending cash and coupon total determined by the Team Leader.
7. It is against store policy to undercharge, ring up an unauthorized discount or to pass food across the counter without payment. Any such incident may result in immediate termination and possible prosecution.
8. Pockets are off limits for cash and coupons.
9. You are responsible for the cash and coupons that you process during your shift. Actions contrary to this policy will result in action up to and including termination. Negligent or purposeful losses may result in forfeiture of pay to the extent allowed by law. Chick-fil-A may investigate all losses for prosecution. All Team Members, as a condition of employment, are required to cooperate with any investigation conducted by the owner or any authorized agency.

If you are following correct register procedures outlined in the Cash and Coupon Accountability Policy, then cash overages and shortages should be minimal. This policy will be enforced regardless of the reason for the overage or shortage.

For each occurrence in a 90 day cycle that your cash or the retail value of your coupons is either over or short more than \$2.50, we will meet with you to investigate the matter and take appropriate action which may include additional training, verbal counseling, written warning, suspension or termination of employment.

Nothing in this policy changes the At-Will policy of Hollywood Chick-fil-A.

Please sign this form indicating you have read and understand this policy. Questions should be directed to your Unit Operator.

Team Member's Signature

Training Supervisor

Date

CHICK-FIL-A HOLLYWOOD

Agreement for At-Will Employment and Arbitration

In consideration for employment, _____ ("Employee") acknowledges and agrees that his/her employment with Chick-fil-A Hollywood ("Employer") is not for any definite period, but is terminable at will, which means that either Employee or Employer may, with or without cause or notice, end the employment relationship. Employee further acknowledges and agrees that Employer may, with or without cause or notice, change Employee's compensation, position, duties, hours of work and any other term or condition of employment.

The parties agree to submit to final and binding arbitration any dispute, controversy or claim that arises from the employment relationship, unless arbitration of the dispute would be prohibited by law. This means that a neutral arbitrator, rather than a court or jury, will decide the dispute. This will be the parties' sole and exclusive remedy.

This Agreement extends to all claims relating to Employee's employment and termination of employment, including, but not limited to: Claims for breach of contract or an express or implied covenant of good faith and fair dealing; intentional or negligent infliction of emotional distress; defamation; wrongful termination or constructive discharge; unlawful discrimination or harassment including claims arising under the Fair Employment and Housing Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act; wage and hour claims under state and federal law; claims under the Employee Retirement Income Security Act ("ERISA") and the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); and any allegation of injury to physical, mental or economic interests. This Agreement extends to claims that could be brought in court, or before an administrative body, such as the Labor Commissioner, unless the law compels that such claims be brought before the administrative body. The arbitrator will have authority to determine all issues between the parties, including the validity or enforceability of this Agreement.

The parties will settle their dispute(s) according to the provisions of California Arbitration Act ("CAA"), including provisions for discovery, provided that the CAA does not undermine the goals and policies of the Federal Arbitration Act ("FAA"). The parties' designation of the CAA does not preclude the application of the FAA if the FAA would be applicable.

To start the arbitration process, either party must submit a written request for arbitration to the other within the applicable statute of limitations. Employee will pay \$435 toward the cost of the arbitration.

If any provision of this Agreement is construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid or unenforceable, such construction and decision shall affect only the provision(s) so construed, and shall in no way affect the remaining provisions of this Agreement.

Employee acknowledges that (s)he has not relied on any inducement, promise or representation not stated in this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the terms and conditions of employment and the resolution of disputes and it cannot be modified except in writing signed by the Employee and the Owner/Operator. This Agreement cancels, supersedes and replaces any and all prior agreements and understandings regarding the terms and conditions of Employee's employment or the resolution of disputes between the parties.

Dated: _____

Employee's Signature

Dated: _____

CHICK-FIL-A HOLLYWOOD

By _____

[AGENT], [TITLE]

Work Availability Form

Name: _____ Today's Date: ___/___/___

Birthday: ___/___/___ Check if you are currently a minor (under 18) _____

BOH or FOH:

1st Phone # _____ Home / Cell

Currently Attending

School Start Date

- High School
- College

_____/_____/_____
_____/_____/_____

ATTACH A COPY OF YOUR SCHOOL SCHEDULE TO THIS FORM!

- Other Job or Activity _____

Desired work hours per week: _____

Work Availability:

Day	Start Time	End Time	Start Time	End Time
Example: I can work from	6:00 AM	10:00 AM	or 4:00 PM	11:00 PM
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				

Other Information
