# THE ZEN DOG LLC

Employee Handbook (CA)



Effective Date: February 1, 2016

#### ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with THE ZEN DOG LLC. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Supervisor and Human Resources will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. THE ZEN DOG LLC adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Employment at-will may only be altered IN AN INDIVIDUAL CASE OR GENERALLY in writing signed by the Owners of the Company.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

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#### **SECTION 1: GOVERNING PRINCIPLES OF EMPLOYMENT**

**1-1. Welcome Statement.** For those of you who are commencing employment with THE ZEN DOG LLC ("THE ZEN DOG LLC" or the "Company"), on behalf of THE ZEN DOG LLC, let me extend a warm and sincere welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your success and happiness here at THE ZEN DOG LLC. We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

Sincerely,

**Brooklin and Matt Beisner** 

**1-2. Equal Employment Opportunity.** THE ZEN DOG LLC is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, national origin, ancestry, sex, gender, gender identity, pregnancy, childbirth or related medical condition, religious creed, physical disability, mental disability, age, medical condition (cancer), marital status, veteran status, sexual orientation, genetic information or any other characteristic protected by federal, state or local law. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your Supervisor know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your Supervisor. Employees may also contact the Owners.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of your Supervisor.

**Note:** If your Supervisor is the person toward whom the concern is directed, you should contact Brooklin, Matt or the Company's' third party HR provider. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

**1-3. Non-Harassment.** It is THE ZEN DOG LLC's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor, Brooklin, Matt or the Company's third party HR provider. If you are unable for any reason to contact any of these individuals, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the Company's third party HR provider. Note: If your Supervisor or the HR Manager is the person toward whom the complaint is directed, you should contact the Owners. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-4. Sexual Harassment. It is THE ZEN DOG LLC's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit emails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor, Brooklin, Matt or the Company's third party HR provider. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact the HR provider Note: If your Supervisor or the HR Manager is the person toward whom the complaint is directed, you should contact the Owners. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

**1-5. Workplace Violence.** THE ZEN DOG LLC is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property. We do not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations. Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the

following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally

<u>Prohibited Conduct.</u> Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat. All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy. If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action. If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

#### **SECTION 2: OPERATIONAL POLICIES**

- **2-1. Employee Classifications.** For purposes of this handbook, all employees fall within one of the classifications below.
  - Full-Time Employees: Employees who regularly work at least 40 hours per week who were not hired on a short-term basis.
  - Part-Time Employees: Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.
  - Short-Term, Temporary and/or Seasonal Employees: Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent

changes to your classifications. Non-exempt employees are entitled to receive overtime pay according to California's wage and hour laws.

- **2-2. Introductory Period. The** first three months of your employment is an introductory period. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are happy being employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status. THE ZEN DOG LLC will conduct a formal performance review at the end of the introductory period.
- **2-3. Your Employment Records.** In order to obtain your position, you provided us with personal information, such as your address and telephone number. This information is contained in your personnel file. Please keep your personnel file up to date by informing HR of any changes. Also, please inform HR of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.
- **2-4. Working Hours and Schedule.** THE ZEN DOG LLC is open for business from 7:00 a.m. to 9:00 p.m., Monday through Friday, and Saturday and Sunday 8:00 a.m. to 8:00 p.m. Employees will be assigned a work schedule based on operational needs. Your work schedule may fluctuate based on company needs and will be assigned accordingly. Once you have been assigned a work schedule you will be expected to begin and end work according to that schedule. Any overtime required requires prior approval from a manager/Supervisor.
- **2-5. Rest Breaks.** Non-exempt employees who work three-and-one-half (3-1/2) or more hours per day are provided one 10-minute rest break for every four (4) hours or major fraction thereof worked. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if you work more than six (6) hours, but no more than 10 hours in a workday, you are provided and should take two 10-minute rest breaks: one during the first half of your shift and a second rest break during the second half of your shift. If you work more than 10 hours but no more than 14 hours in a day, you are provided, and should take, three 10-minute rest breaks, and so on. Rest breaks should be taken as close to the middle of each work period as is practical. Employees do not need to obtain their Supervisor's approval or notify their Supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Non-exempt employees are paid for all rest break periods. Accordingly, you do not need to clock out when taking a rest break.
- **2-6. Meal Periods.** If you work more than 5 hours in a workday, you are provided an unpaid, off-duty meal period of at least 30 minutes. If six (6) hours of work will complete the day's work, you may voluntarily waive your meal period in writing. See HR if you would like to sign and submit a form that waives your right to meal period if you work no more than six (6) hours in a day. Employees who work more than 10 hours in a day are entitled to a second unpaid, off-duty 30-minute meal period. If an employee works no more than 12 hours, the employee can waive his or her second meal period, but only if the first one was not waived in any manner. Any waiver of the second meal period must be in writing and submitted before the second meal period. See HR if you would like to sign and submit a form that waives your right to a second meal period, as explained above. If you work more than 12 hours you may not waive and should take your second unpaid, off-duty 30-minute meal period.

You are responsible for scheduling your own meal period, but it should begin no later than the end of your fifth hour of work. For example, an employee who begins working at 8:00 a.m. must begin his or her meal period no later than 1:00 p.m. When scheduling your meal period, you should try to anticipate your work flow and deadlines. Employees are encouraged to and should take their meal periods; they are not expected to work during their meal periods.

During your meal period, you are relieved of all duty and you should not work during this time. When taking your meal period, you should be completely off work for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period. Those employees who use a time clock must clock out for their meal periods. These employees are expected to clock back in and then promptly return to work at the end of any meal period. Those employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period.

Unless otherwise directed by your Supervisor in writing, you do not need to obtain your Supervisor's approval or notify your Supervisor when you take your meal period.

General Requirements for Rest Periods and Meal Breaks. All rest breaks and meal periods must be taken outside your work area. You should not visit or socialize with employees who are working while you are taking your rest break or meal period. You may leave the premises during your meal periods. Employees are required to immediately notify their Supervisor, manager, or HR if they believe they are being pressured or coerced by any manager, Supervisor, or other employee to not take any portion of a provided rest break or meal period.

- **2-7. Timekeeping Procedures.** Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management. Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge. Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business. Non-exempt employees may not start work until their scheduled starting time. It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.
- 2-8. Overtime. Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations. Non-exempt employees not subject to an alternative workweek schedule agreement will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week, or for the first eight (8) hours on the seventh day in the same workweek. Non-exempt employees will be paid double-time for hours worked in excess of twelve (12) in any workday or in excess of eight (8) on the seventh day of the workweek. Employees may work overtime only with management authorization. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday and workday beings at 12 a.m. and ends 24 hours later at 12 a.m.
- **2-9. Your Paycheck.** You will be paid bi-weekly for all the time you have worked during the past pay period. Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required

deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received. If you believe there is an error in your pay, bring the matter to the attention of HR immediately so the Company can resolve the matter quickly and amicably. Your paycheck will be given only to you, unless you request that it be mailed, or authorize in writing another person to accept your check for you. Employees can also access pay information on www.gusto.com or by contacting our HR provider at 661-621-3662 or annasoto@bpscllc.com.

- **2-10. Direct Deposit.** THE ZEN DOG LLC strongly encourages employees to use direct deposit. Authorization forms are available from HR.
- **2-11. Salary Advances.** THE ZEN DOG LLC does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.
- **2-12. Performance Reviews.** Depending on your position and classification, THE ZEN DOG LLC endeavors to review your performance bi- annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management. In addition to these formal performance evaluations, the Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.
- **2-13. Record Retention.** The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to contact HR to inform them of a potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

#### **SECTION 3: BENEFITS**

**3-1. Benefits Overview.** In addition to good working conditions and competitive pay, it is THE ZEN DOG LLC's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. The next few pages contain a brief outline of the benefits programs THE ZEN DOG LLC provides for you and your family. Of course, the information presented here is intended to serve only as guidelines. The next few pages contain a brief outline of the benefits programs THE ZEN DOG LLC provides for you and your family. Of course, the information presented here is intended to serve only as guidelines. The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from HR. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, THE ZEN DOG LLC (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary

authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement. While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason. If you have any questions regarding your benefits, please contact the HR Manager.

#### 3-2. Paid Sick Leave

<u>Eligibility.</u> Pursuant to the Healthy Workplaces, Healthy Families Act, the Company provides paid sick leave to employees who, on or after July 1, 2015, work in California for thirty (30) or more days within a year. For employees who work in California who are eligible for sick time under the general Paid Sick Time policy (if any), this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy (if any).

Accrual. Employees begin accruing paid sick leave on July 1, 2015 or at the start of employment, whichever is later. Paid sick leave will accumulate at the rate of one (1) hour for every thirty (30) hours worked, up to a total maximum accrual of six (6) days or forty-eight (48) hours. Employees who are exempt from overtime pursuant to the executive, administrative, and professional exemptions are assumed to work forty (40) hours in each workweek unless their normal workweek is less than forty (40) hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, for employees hired on or before July 1, 2015, the year is the consecutive 12-month period beginning July 1st and ending on June 30th. For employees hired after July 1, 2015, the year is the consecutive 12-month period beginning on the employee's date of hire.

<u>Usage.</u> Employees can use accrued paid sick leave beginning on the 90th day of employment. Paid sick leave may be used in minimum increments of two (2) hours. An employee may use up to three (3) days or 24 hours of paid sick leave in any year.

- Paid sick leave may be used for the following reasons:
- For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member meaning a child (including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, all regardless of age or dependency status); spouse; registered domestic partner; parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child); grandparent; grandchild; or a sibling.
- For an employee who is a victim of domestic violence, sexual assault, or stalking:
- To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
- To help ensure the health, safety, or welfare of the victim or the victim's child;
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;

- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

<u>Notice & Documentation</u>. Notice may be given orally or in writing. If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practical.

<u>Payment.</u> Eligible employees will receive payment for paid sick leave, at their regular rate of pay, by the next regular payroll period after the leave was taken. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

<u>Carryover & Payout.</u> Accrued paid sick leave carries over from year to year, but is subject to the accrual cap of forty-eight (48) hours. Accrued but unused paid sick leave under this policy will not be paid at separation.

<u>Enforcement & Retaliation</u>. Retaliation or discrimination against an employee, who requests paid sick days or uses paid sick days, or both, is prohibited, and employees may file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee. Employees will be notified of their available paid sick leave on each itemized wage statement. If employees have any questions regarding this policy, they should contact Human Resources.

<u>Kin Care.</u> Employees shall be permitted to use sick leave at an amount not less than what the employee's entitlement is during a six month's period of time for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking.

- **3-3. Lactation Breaks.** The Company will provide a reasonable amount of break time for an employee who wishes to express breast milk for her infant child. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If break time cannot run concurrently with rest and meal periods, it will be unpaid. The Company will make reasonable efforts to provide the use of a room or location other than a bathroom stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt operations. Please consult HR if you have questions regarding this policy.
- **3-4.** Workers' Compensation. On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers' Compensation benefits. Any leave of absence due to a workplace injury runs concurrently with all other Company leaves of absence. Reinstatement from leave is guaranteed only if required by law. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.
- **3-5. Jury Duty and Witness Leave.** THE ZEN DOG LLC realizes that it is the obligation of all U.S. citizens to serve on a jury or as a witness when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. You are expected, however, to provide the Company with proper notice of your request to perform jury or witness duty and with your verification of service. You also are expected to

keep management informed of the expected length of your jury or witness duty service and to report to work for the major portion of the day if you are excused by the court. Employees on jury or witness duty leave will be paid for their jury or witness duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which they perform any work for the Company.

- **3-6. Voting Leave.** In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the freest time for voting and the least time off from work. An employee will be allowed a maximum of two (2) hours of voting leave on Election Day without loss of pay. Where possible, the Supervisor should be notified of the need for leave at least three (3) working days prior to the Election Day.
- **3-7. Statutory Short-Term Disability.** The State of California provides Statutory Short-Term Disability Insurance (SDI), and is deducted from your paycheck each pay period. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the 8Leave of Absence sections of this handbook for more information.
- **3-8. Employee Assistance Program.** THE ZEN DOG LLC provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained by contacting an EAP counselor at (888) 231-7015.
- **3-9. Paid Family Leave Benefits.** An employee who is off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner, with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. Generally, there is a waiting period during which no PFL benefits are available. The EDD can provide additional information about any applicable waiting period.

If an employee needs to take time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, or registered domestic partner with a serious health condition or to bond with a new child, he or she must advise HR and the employee will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local Employment Development Department Office for further information. The employee should maintain regular contact with HR during the time off work so we may monitor the employee's return-to-work status. In addition, the employee should contact HR when he or she is ready to return to work so we may determine what positions, if any, are open.

When an employee applies for PFL benefits, HR will determine if the employee has any accrued but unused vacation and personal days available. If the employee has accrued but unused time available, then the employee will be required to use up to two (2) weeks of such time before becoming eligible for PFL benefits.

- **4-1. Personal Leave. If** you are ineligible for any other Company leave of absence, THE ZEN DOG LLC, Inc., under certain circumstances, may grant you a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. Your request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. Normally, a leave of absence will be granted for a period of up to four (4) weeks. However, a personal leave may be extended if, prior to the end of your leave, you submit a written request for an extension to management and the request is granted. During your leave, you will not earn vacation, personal days or sick days. When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one week before the end of your leave. Upon completion of your personal leave of absence, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed. Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by the Company, will be considered a voluntary resignation of your employment. Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.
- **4-2. Military Leave.** If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave. If you are required to attend yearly Reserves or National Guard duty (in any U.S. state), you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.
- **4-3. Pregnancy Disability Leave.** If employees are disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If affected by pregnancy or a related medical condition, employees also are eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. In addition, if it is medically advisable for employees to take intermittent leave or work a reduced schedule, the Company may require them to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four calendar months (one-third of a year, or 17 1/3 weeks), following the commencement date of taking a pregnancy disability leave. For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hours per week times 17 1/3 weeks. Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

The PDL does not need to be taken in one continuous period of time, but can be taken on an intermittent basis pursuant to the law. Time off needed for prenatal or postnatal care, severe morning sickness, gestational

diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy are all covered by PDL.

To receive reasonable accommodation, obtain a transfer or take a PDL, employees must provide sufficient notice so the Company can make appropriate plans. Thirty days' advance notice is recommended if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

Employees are required to obtain a certification from their health care provider of the need for pregnancy disability leave or the medical advisability of an accommodation or for a transfer. The certification is sufficient if it contains: (1) a description of the requested reasonable accommodation or transfer; (2) a statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains: (1) a statement that the employee needs to take pregnancy disability leave because she is disabled by pregnancy, childbirth or a related medical condition; (2) the date on which the employee became disabled because of pregnancy; and (3) the estimated duration of the leave.

Upon request, Human Resources shall provide a medical certification form that the employee can take to her doctor.

PDL is unpaid. At the employee's option, she can use any accrued vacation time or other accrued paid time off as part of the PDL before taking the remainder of leave on an unpaid basis. We require, however, that the employee use any available sick time during the PDL. The substitution of any paid leave will not extend the duration of the PDL. Employees who participate in the Company's group health insurance plan will continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Benefit continuation under PDL is distinct from benefit continuation for employees who also take birth bonding leave under the California Family Rights Act. Employees should make arrangements with Human Resources for payment of their share of the insurance premiums.

We encourage employees to contact the California Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of the leave.

If employees do not return to work on the originally scheduled return date, nor request in advance an extension of the agreed upon leave with appropriate medical documentation, they may be deemed to have voluntarily terminated their employment with the Company. Failure to notify the Company of their ability to return to work when it occurs, or continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the Company, unless employees are entitled to Family and Medical Leave, or entitled to further leave pursuant to applicable law. Upon return from a covered PDL, the employee, in most instances, will be reinstated to the same position.

**4-4. Time Off for Crime Victims.** Employees who have been victims of serious or violent felonies, as specified under California law, or felonies relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime. Employees also may take time off if an immediate family member has been a victim of such crimes and the employee needs to attend judicial proceedings related to the crime.

"Immediate family member" is defined as spouse, registered domestic partner, child, child of registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the Company of the need for time off is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide the Company with documentation evidencing the judicial proceeding within a reasonable time after the absence. The documentation may be from 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.

Employees may elect to use accrued paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, salaried exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

#### **SECTION 5: GENERAL STANDARDS OF CONDUCT**

- **5-1. Workplace Conduct.** THE ZEN DOG LLC endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play. Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:
- 1. Obtaining employment on the basis of false or misleading information.
- 2. Stealing, removing or defacing THE ZEN DOG LLC property or a co-worker's property, and/or disclosure of confidential business information.
- 3. Completing another employee's time records.
- 4. Violation of safety rules and policies.
- 5. Fighting, threatening or disrupting the work of others or other violations of THE ZEN DOG LLC's Workplace Violence Policy.
- 6. Failure to follow lawful instructions of a Supervisor.
- 7. Failure to perform assigned job duties.
- 8. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- 9. Gambling on Company property.
- 10. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
- 11. Wasting work materials.

- 12. Performing work of a personal nature during working time.
- 13. Violation of the Solicitation and Distribution Policy (except those practices protected under state or federal law).
- 14. Violation of THE ZEN DOG LLC's Harassment or Equal Employment Opportunity Policies.
- 15. Violation of the Communication and Computer Systems Policy.
- 16. Unsatisfactory job performance.
- 17. Abuse or neglect of the animals
- 18. The unlawful or unauthorized use, abuse, solicitation, distribution, theft, possession, transfer, purchase, or sale of drugs, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, reporting to work or remaining on duty after using drugs or alcohol in any amount that adversely affects the employee's ability to perform the functions of the job. Please refer to your Company's specific policy (if any) for additional information.
- 19. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and THE ZEN DOG LLC reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, THE ZEN DOG LLC will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

- **5-2. Punctuality and Attendance.** You were hired to perform an important function at THE ZEN DOG LLC. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge. We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than the start of your work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent. Unreported absences of three consecutive work days will be considered a voluntary resignation of your employment with the Company.
- **5-3.** Use of Communication and Computer Systems. THE ZEN DOG LLC's communication and computer systems are intended primarily for business purposes; however, limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of THE ZEN DOG LLC systems.

THE ZEN DOG LLC may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, THE ZEN DOG LLC may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence. The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law. Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords used to access the computer or business sites, applications or other related items.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. No employee may access, or attempt to obtain access to, another employee's computer system without appropriate authorization. Violators of this policy may be subject to disciplinary action, up to and including discharge.

**5-4.** Use of Social Media. THE ZEN DOG LLC respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter and similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter or similar site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

THE ZEN DOG LLC encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

**5-5. Personal and Company-Provided Portable Communication Devices.** Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practical; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving. Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD. Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by

law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly. Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs. Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions. **Texting and e-mailing while driving is prohibited in all circumstances.** 

- **5-7. Smoking.** Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.
- **5-8. Personal Visits and Telephone Calls.** Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time. For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.
- **5-9. Solicitation and Distribution.** To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged, in performing his/her work tasks for THE ZEN DOG LLC. Solicitation of any kind by non-employees on Company premises is prohibited at all times. Distribution of advertising material, handbills, printed or written literature of any kind in working areas of Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times. This policy does not apply to any legally permissible solicitation or distribution as set forth by state or federal law.
- **5-10.** Confidential Company Information. During the course of work, an employee may become aware of confidential information about THE ZEN DOG LLC's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.
- **5-11.** Conflict of Interest and Business Ethics. It is THE ZEN DOG LLC's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company. It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:
  - Holding an interest in or accepting free or discounted goods from any organization that does, or is
    seeking to do, business with the Company, by any employee who is in a position to directly or indirectly
    influence either the Company's decision to do business, or the terms upon which business would be done
    with such organization.
  - Holding any interest in an organization that competes with the Company.

- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above. This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value. It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

- **5-12.** Use of Facilities, Equipment and Property, Including Intellectual Property. Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. Please notify your Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software. Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge. Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.
- **5-13. Health and Safety.** The health and safety of employees and others on Company property are of critical concern to THE ZEN DOG LLC. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately. Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.
- **5-14. Hiring Relatives/Employee Relationships.** A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, THE ZEN DOG LLC may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists. In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no Supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management. If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in

positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

- **5-15. Publicity/Statements to the Media.** All media inquiries regarding the position of the Company as to any issues must be referred to the Owners. Only the Owners are authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Owners, are authorized to make those statements on behalf of the Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Owners.
- **5-16. Employee Dress and Personal Appearance.** You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.
  - Uniform tee-shirt must be clean and worn every day. Uniforms cannot be manipulated in any way. Uniforms must be washed well maintained.
  - Casual pants or shorts are permitted. Shorts must be a reasonable length.
  - Closed toe shoes are required.
  - No perfumes, cologne or scented hair sprays.
  - Hats are permitted with no profanity or competitive company logos.
  - Minimal jewelry nothing that reflects light, is too large or can get caught.
  - No exposed piercing that can potentially be caught or ripped out by dog paws
- **5-17. Operation of Vehicles.** All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. A valid driver's license must be in your possession while operating a vehicle off or on Firm property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times. Firm-owned or leased vehicles may be used only as authorized by management.
- **5-18. Business Expense Reimbursement.** Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to your Supervisor along with the receipts in a timely manner. Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any questions about whether an expense will be reimbursed.

- **5-19. References.** THE ZEN DOG LLC will respond to reference requests through HR. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to HR. Only the HR Manager may provide references.
- **5-20.** If You Must Leave Us. Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.
- **5-21. Exit Interview.** Employees who resign are requested to participate in an exit interview with HR, if possible.
- **5-22. A Few Closing Words.** This handbook is intended to give you a broad summary of things you should know about THE ZEN DOG LLC. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, THE ZEN DOG LLC, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management if you have any questions about the Company or its personnel policies and practices.

#### General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with THE ZEN DOG LLC. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received a copy THE ZEN DOG LLC's Employee Handbook and understand that it is my responsibility to read and understand the information contained therein. If I have any questions about anything in the Handbook, it is my responsibility to ask my Supervisor or HR for clarification. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is at will, and may be terminated either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except IN AN INDIVIDUAL CASE OR GENERALLY in a writing signed by the Owners of the Company.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name:	Position:
Employee's Signature:	Date:

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

### Receipt of Non-Harassment, Discrimination and Retaliation Policy

It is THE ZEN DOG LLC's policy to prohibit harassment, discrimination or retaliation against any employee by any Supervisor, employee, customer or vendor on the basis of sex, gender, age, race, color, nationality, disability, veteran status, creed, genetic characteristics, religion or other protected class. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from harassment, discrimination and retaliation.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor, Matt, Brooklin or HR. If you are unable for any reason to contact any of the onsite identified individuals, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact HR. Note: If your Supervisor or HR is the person toward whom the complaint is directed, you should contact Brooklin or Matt. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand THE ZEN DOG LLC's Sexual Harassment Policy.		
Employee's Printed Name:	_ Position:	
Employee's Signature:	_ Date:	
The signed original copy of this receipt should be given to management - it will be filed in your personnel file.		