

John's Pizzeria

Employee Handbook

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Introduction and Welcome

Welcome to John's Pizzeria! We are happy to have you join our team and hope that your experience at John's Pizzeria will be a rewarding one.

Here at John's Pizzeria, we promise our guests spectacular food and outstanding service, which we count on our employees to deliver.

Purpose of this Handbook

It is important that you review the Handbook and comply with the standards, which have been established. John's Pizzeria ("the Company") expects honesty, a safe working environment, and open communication to help avoid personnel problems, which interfere with our objectives. If you do not understand, or if you have any questions concerning any provisions of the Handbook, please contact the General Manager or Manager On Duty ("Manager"), whose contact information is to be found on Appendix B.

The Handbook will acquaint you with your employment obligations, responsibilities, and benefits. There are many things to learn about your job, and this Handbook is a good place to start. However, we could not possibly cover everything in this Handbook that you may have questions about, so please refer your questions to the Manager who will provide you with additional information and help whenever possible.

Finally, this Handbook reflects personnel policies and employee benefits in effect at the time of the general distribution of this Handbook. As in any progressive organization, changes may be made from time to time in the policies and benefits reflected in this Handbook, and the Company reserves the right to discontinue, modify, or change any of the policies or benefits summarized in this handbook at the sole discretion of the Company.

Finally, please note that the Company is committed to complying with all applicable laws. To that end, nothing in this Employee Handbook is intended in any way to interfere with, coerce, or restrain any employee from exercising his or her rights under any state or federal labor laws, including the National Labor Relations Act.

Employment At Will

The contents of this Handbook do not constitute a contract of employment. This handbook revokes and supersedes any and all prior policies, procedures and conditions of employment, whether oral or written. Nothing contained in this handbook should be construed as a guarantee of continued employment. Rather, employment with the Company is on an “at-will” basis. This means that the employment relationship may be terminated at any time, by either the employee or the Company, with or without cause and with or without notice for any reason not expressly prohibited by law. No one other than the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period, or to make any agreement contrary to this policy. Furthermore, any agreement which alters the “at-will” nature of employment must be in writing and must be signed by the Company and you.

PLEASE NOTE:

VIOLATION OF ANY OF THE POLICIES, PROCEDURES, PRACTICES, AND STANDARDS OUTLINED IN THIS HANDBOOK WILL NOT BE TOLERATED, AND WILL BE GROUNDS FOR DISCIPLINE, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

Equal Employment Policy

The Company believes that all employees are entitled to equal employment opportunity, and that the success of the Company is primarily dependent on you, our employees. We do not discriminate against employees or applicants for employment because of race, age, ancestry, creed, color, religion, gender, sexual orientation, gender identity or expression, marital status, national origin, handicap, physical or mental disability, covered veteran and/or military status, genetic information, or any other characteristic as protected under applicable federal, state and local law. This policy applies to all employment practices of the Company including, but not limited to, recruiting, hiring (or failure to hire), placement, promotions, transfers, training, compensation, fringe benefits, demotions, layoffs, and termination.

Similarly, the Company believes that all patrons are equally entitled to a courteous, prompt and enjoyable experience. As such, the Company does not in any way discriminate, nor permit its employees or others to in any way discriminate, against patrons based upon legally protected characteristics.

In support of this policy, the Company will not permit the use of racial, religious, age-related, sexual or ethnic epithets, innuendoes, slurs or jokes. Accordingly, epithets, innuendoes, slurs or jokes related to membership in any of the above listed categories are prohibited, even though that conduct may not itself be unlawful. All employees

shall conduct themselves in a professional manner and shall refrain from sexual advances, verbal or physical conduct of a sexual nature, or requests for sexual favors.

Any employee who violates this policy and our commitment to equal employment opportunity shall be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Any employee who believes he or she has been subjected to or has witnessed any form of discrimination in violation of this policy is encouraged and expected to follow the reporting procedures set forth below (*see "Reporting a Violation," infra*).

Anti-Harassment and Anti-Discrimination Policy

The Company is firmly committed to providing an environment free from unlawful discrimination and harassment. Accordingly, it is the policy of the Company that no employee shall be subjected to any form of harassment, discrimination, or retaliation by any other employee, supervisor, guest, vendor, or other visitor to our workplace. This includes harassment, discrimination, or retaliation on the basis of sex, race, color, ancestry, national origin, sexual orientation, sexual identity, marital status, veteran status, religion, physical condition or handicap, mental condition, genetic information, age or other characteristic protected by law. While the Company cannot regulate private thoughts or preferences, it cannot and will not permit any form of conduct, verbal, physical, written, or visual, which violates the rights of other employees to work in a harassment-free and discrimination-free environment. The conduct herein proscribed is not only strictly prohibited by the Company, but harassment or discrimination in employment because of sex, race, color, ancestry, national origin, sexual orientation, sexual identity, marital status, veteran status, religion, physical condition or handicap, mental condition, genetic information, age may be prohibited by state, local and federal law. The Company does not tolerate any form of harassment, discrimination, or retaliation, even when it does not rise to the level of a violation of law. This policy applies to any employee, supervisor, manager, co-worker, professional, customer, contractor, vendor, client, or any non-employee who conducts business with the Company. Employees who violate this policy may be subject to discipline up to and including termination.

This formal policy against harassment and discrimination is formulated to protect our employees against any form of conduct which a reasonable person, taking into account the sensitivities of the employee, may object to with respect to sex, race, color, ancestry, national origin, sexual orientation, sexual identity, marital status, veteran status, religion, physical condition or handicap, mental condition, genetic information, age or other characteristic protected by law. As to the prohibition against sexual harassment, this policy is formulated to protect all employees, both

male and female, against unsolicited and unwelcome sexual overtures and conduct, whether physical, verbal, written, or visual in nature.

Sexual Harassment Policy

It is the Company's policy to prohibit harassment of any employee by a supervisor, employee or visitor 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 harassment on the basis of sex or gender. 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-mail or voice-mail, 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, the conduct can also 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, 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.

Sexual harassment encompasses, but may not be limited to the following:

- Any demand or subtle pressure for sexual favors that is accompanied by a promise or suggestion of favorable job treatment or threat against an employee's employment status; and/or
- Any behavior that is offensive to a reasonable person, including, without limitation, repeated sexual flirtations or propositions, comments or jokes of a sexual nature, suggestive gestures, leering, sexually degrading words, verbal or written comments about a person's body or other suggestive comments, the display of sexually suggestive objects or pictures, and uninvited physical contact or touching; and/or
- Retaliation based on rejection, in whole or in part, of sexual advances or for complaining about sexual harassment in the workplace.

Reporting a Violation

Any employee who believes he or she is a victim of a form of harassment, discrimination, or retaliation is to report the matter to the Manager or the Company

as soon as possible after an incident occurs. The Company can be reached at: concernsjohnspizzerianyc@aol.com. The employee is not required to report through any particular chain of command, and certainly is not required to report or discuss the matter with any supervisor engaging in improper conduct.

The Company shall promptly and thoroughly investigate all claims of unlawful harassment, discrimination, or retaliation. The confidentiality and privacy of employees will be respected during the investigation to the extent possible under the circumstances, with efforts made to avoid any unwarranted publicity or invasions of privacy.

Depending on the results of the investigation of a claim of unlawful harassment, discrimination, or retaliation, disciplinary action, up to and including termination, will be taken against any employee the Company believes, in its sole discretion, to have violated this policy against unlawful harassment, discrimination, or retaliation. In the event of harassment by an individual who is not employed by the Company, the Company will take whatever action is reasonable and appropriate under the circumstances.

Anti-Retaliation Policy

The Company strictly forbids retaliation against anyone who reports harassment or discrimination, or participates in any resulting investigation. “Retaliation” can occur if any adverse employment action is taken against an employee because the employee made a complaint of harassment or participated in the Company’s investigation of a complaint. Retaliation can also include any that may deter a person from complaining about discrimination or harassment. Such conduct will itself give rise to appropriate corrective action which typically results in termination. Examples of strictly prohibited retaliatory action include, but are not limited to:

- Disciplining, changing the work assignments of, refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted harassment, discrimination, or retaliation; and
- Intentionally pressuring, falsely denying, lying about, or otherwise covering up or attempting to cover up conduct such as that described in any item above.

ACCOMMODATING DISABLED GUESTS & EMPLOYEES

For Employees

The Company provides reasonable accommodation to employees with disabilities so they can perform the essential functions of their jobs where necessary, feasible and required by applicable law.

If an employee requires a reasonable accommodation, he or she should contact the Manager. He or she can be reached at: concernsjohnspizzerianyc@aol.com. The Company may request a statement or document of the need for the requested accommodation and other pertinent information.

For Guests

The Company provides accommodations that are readily achievable to guests with disabilities. These accommodations may be provided to guests or other visitors to our property as may be necessary or warranted by the situation.

Our goal is to eliminate barriers that impede access to our property by persons with disabilities to the fullest extent possible and in compliance with applicable law. . This policy only serves as a general outline to the Company's commitment and policy concerning accommodations for guests with disabilities. Employees will receive additional information during their orientation and other training sessions.

Accommodating Guests

There are a variety of accommodations that the Company may be able to offer disabled employees and/or guests. In fact, the Company provides a number of services to assist our hearing-impaired guests. In addition, employees who take reservations are trained to ensure that they have ready access to information about the Company's accessibility features so they can easily answer questions that our disabled guests may ask.

Guests may have special dietary needs as a result of food allergies or medical conditions. It is essential to maintain communication between the guest and the kitchen and to provide clear and accurate information concerning ingredients to guests and special dining instructions to the kitchen.

Through a variety of different seating arrangements, our dining rooms have been designed to accommodate wheelchair and/or other accessibility needs. In addition, employees must ensure that all pathways are clear for travel by mobility-impaired guests, bathroom amenities are operable and stocked, and accessible features both inside and outside Company restaurants, such as ramps and wheelchair accessible tables, are in good working order.

If a guest requires an accommodation because of a disability and you are unsure what the Company can do to accommodate the guest, please contact a manager immediately for assistance.

Verification and Treatment of Service Animals

Please remember that on certain occasions the Company may have guests who rely on service animals who are trained to do work or perform certain tasks. Service animals are permitted in public areas including the dining rooms, at no additional charge or condition as long as the animals are harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents him from using these devices. Only in very limited circumstances will the Company exclude a service animal in which case the Company will provide alternative methods for serving the guest with a disability.

Non-Discrimination Towards Guests

As a provider of services to the public, we are very conscious of our obligations towards our guests, as well as our desire to foster an atmosphere of warmth and hospitality. Therefore, all employees must recognize that no discrimination or harassment is permitted against guests while providing any services, accommodations, advantages, facilities, or privileges on the basis of a guest's real or perceived race, color, religion, sex, national origin, age, marital status, sexual orientation, citizenship status, disability or any other characteristic protected by law. Employees shall afford to all guests equal advantages, privileges, and facilities of the Company.

All complaints received from a guest, or any other individual, will be investigated to the greatest extent possible under the circumstances, as described above. All such complaints must be reported to the Manager.

Fraternization

Employees at the Company are expected to treat each other with respect and in a professional manner at all times. Consenting romantic, intimate, sexual or dating relationships between a person in a direct or indirect supervisory role and a supervisee in the workplace, or among peers/colleagues in the same department or workspace may at some point lead to unforeseen disruption, complications, and significant difficulties for all concerned. Management is prohibited from fraternizing with employees of the Company. Relationships of this nature are, therefore, contrary to the best interests of the Company and may create actual or potential

conflicts of interest, the appearance of a conflict, exhibit favoritism or create animosity among employees. Accordingly, individuals involved in such relationships must disclose the relationship to the Manager immediately. Such disclosure is required even if the individuals involved are uncertain whether a supervisory relationship or conflict exists.

The Company recognizes the imprecision of and the variety of meanings that can be given to the terms “romantic” and “intimate.” We hope that the parties to such a relationship will appreciate the meaning of the term as it applies to them and as it relates to this policy. If doubt exists, the parties should disclose the relationship as set forth above to enable the Company to determine what, if any, steps are appropriate.

Open-Door Policy

The Company has an open-door policy that encourages employee participation in decisions or conduct affecting them and their daily professional responsibilities. Employees have a responsibility to report to management any conduct that they believe may give rise to legal or ethical problems or violate applicable legal requirements. This conduct may include, but is not limited to, discrimination; harassment; fraud; unethical or unlawful conduct; retaliation; improper conduct regarding accounting, internal accounting controls or auditing matters; and violations of any other laws. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the Company cannot guarantee that in each instance the employee will be satisfied with the result, the Company will attempt in each instance to explain the result to the employee if the employee is not satisfied. The Company will also attempt to keep confidential all such expressions of concern, the results of any investigation, and the terms of the resolution. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising any good-faith and reasonable concern concerning his or her job or the workplace.

Employee Classifications

A number of different types of employees may be employed by the Company.

- Regular Full-Time Employees - Employees who are regularly scheduled to work at least forty (40) hours per week. Regular full-time employees are eligible for

all the Company benefits in accordance with and subject to the terms, conditions, and limitations of each benefit program.

- Regular Part-Time Employees - Employees who are regularly scheduled to work thirty-two (32) hours or less per week. Part-time employees are eligible for some, but not all, the Company benefits in accordance and subject to the terms, conditions, and limitations of each benefit program.
- Non-Exempt Employees - Employees who are covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state wage/hour laws. Non-exempt employees are entitled to an overtime premium in accordance with state and federal law.

Employees will be informed of their employment classification by the Company. The Company may review the above classifications from time-to-time to ensure that each employee is properly classified, and will inform employees of any change in their exemption status.

Attendance

The success of the Company depends upon the cooperation and commitment of each member of our team. Therefore, your attendance and punctuality are extremely important. Your fellow employees must bear the burden of your absence.

We recognize that there may be times when your absence or tardiness cannot be avoided. Staff is responsible for covering his or her shift. If unable to find coverage, staff must contact a manager listed on the last page of the employee handbook. In that event, you must make your best effort to notify the Manager by phone, text, and/or e-mail no later than 4 hours before your shift is to commence if you will be absent or tardy (unless you are granted an authorized medical leave, in which case different notification procedures apply). Unless you have made other arrangements with the Manager, you should call the Manager each day of your absence, 4 hours prior to the beginning of your shift.

If a true emergency, documentation must be presented at the start of the employee's following shift. If documentation is provided, absence is excused; if no document is presented at the start of the employee's following shift, a write-up and/or termination will be determined at the discretion of the manager on duty.

Unacceptable attendance and/or tardiness, including any failure to adhere to these attendance and reporting guidelines, or abuse of the Company's leave policies, may lead to discipline, up to and including unpaid suspension or termination.

Further, if you are absent for three (3) consecutive days and have not provided proper notification, the Company will have considered you to have abandoned your job and voluntarily resigned from the Company. Employees are directed to review the Company's applicable leave of absence policies as those may be available for certain employee needs.

Time and Attendance Records

If you are a non-exempt employee, you will be required to record your actual daily starting and ending time on the POS system.

Falsifying your own or another co-worker's time records or filling out another co-worker's time record is a serious breach of trust, subject to disciplinary action, up to and including unpaid suspension or termination of employment.

Overtime

The nature of our business sometimes requires that our non-exempt employees work overtime. You will be notified when you are required to work overtime. Only actual hours worked in a given workday or workweek will apply in calculating overtime. Overtime will be paid in accordance with state and federal law (e.g., over 40 hours per week).

Please remember that you are not allowed to work overtime unless it has been authorized in advance by the Manager.

Break and Meal Periods

All employees will be provided with an "employee meal" at cost. During off-peak season, staff working the lunch shift may have lunch after 3:00PM. Staff working the dinner shift, are required to have their "employee meal" before their shift has begun, or after 9:00PM when the restaurant is no longer busy, which will be determined by the manager on duty. One "employee meal" per person, per shift is allowed.

Reporting Pay

Occasionally, employees may be called in to work on a particular issue. In New York, if you are a non-exempt employee and you are asked to report to work under these

circumstances, you will receive no less than three (3) hours at your regular rate of pay. You will not be paid for reporting to work when we are forced to cease operations due to threats to our employees or property, recommendations by civil authorities, a failure of public utility service or other causes beyond our control. Reporting time pay in excess of that which an employee has received for the hours actually worked at his or her customary rate will not be included in computing an employee's regular rate of pay for overtime purposes.

Meetings

Mandatory meetings may be held throughout the year. A one-week notice will be given to staff. Employees must attend, unless he or she has told a member of management that he or she will not be able to attend due to a valid reason. If an employee is unable to attend, it is up to the employee to consult management for details of the meeting.

Paycheck

For payroll purposes, the workweek starts on Monday at 12:01 A.M. and ends on Sunday at midnight. Employees are paid weekly, and payday is Thursday. Wage statements will be provided with each paycheck and will contain detail as required by law.

The Company forbids retaliation against any employee for making a good faith complaint that the he or she has not been paid wages in accordance with federal or state wage and hour law.

Payroll Deductions

By law, the Company is required to make standard deductions from all paychecks. Such deductions include: social security, state, federal and local income taxes, and other legislatively mandated taxes or deductions. With an employee's prior written authorization, other deductions may be taken as permitted by applicable law. Withholding status shall be determined by W-4 forms with reasonable exemptions signed by the employee.

The Company will not make impermissible deductions from its employees' wages. If an employee believes that an impermissible deduction has been made, he or she should immediately advise the Manager, who will inform the Company to investigate and correct the deduction, if needed. If any other error should occur on an employee's paycheck (whether an overpayment or underpayment), in most cases the adjustment will be made in the following paycheck, but all questions should be made to the Manager.

Direct Deposit

Direct deposit is available to an employee who voluntarily consents in writing to the direct deposit of his or her wages. We encourage employees to use direct deposit for their paychecks. Direct deposit credits the employee's account and reduces the risk of lost, stolen or forged checks.

Pay Notice

At the time of hire and before February 1 each year thereafter, all employees will receive written notice about pay rates, hourly and overtime rates for non-exempt employees, the method of calculation (e.g. hourly, shift, day, week, salary, piece, commission), minimum wage allowances (if any), the regular pay day, and the Company's contact information. Employees must sign a written acknowledgement of receipt each year which will be kept for six (6) years.

When changes are made to the above pay information, the Company will provide you with the changes in writing at least seven (7) days prior to the effective date unless the changes are reflected in a new wage statement.

Gratuities (where applicable)

Hard work and good service is most often rewarded with a fair and generous gratuity for tipped employees, however, this may not always occur. Remember:

- The guest has the right to make the final assessment and leave whatever amount he or she chooses.
- Under no circumstances should any guest be criticized for a gratuity nor should a guest be made to feel uncomfortable about a gratuity.
- No employee shall discuss a gratuity or count a gratuity near or in sight of a guest.

Any such occurrences are grounds for disciplinary action up to and including termination.

Tip Reporting

The Company complies with all Federal and State Income Tax and Department of Labor laws. Since tips or gratuities are considered to be taxable income, all employees receiving tips are required by law to declare their net or “take home” tips, whether paid directly by guests or by the Company upon receipt of credit card tip amounts. Please be sure to carefully maintain records of your own tips for tax purposes, for which the Company may supply reporting sheets for your ease of record keeping. Failure to report accurate gratuity information could be deemed to be tax fraud by the employee and may also subject the Company to liability. Under Internal Revenue Service regulations, employees who receive \$30.00 a month or more in tips or gratuities during the regular course of employment must furnish the employer with a signed statement of tips received. Remember:

- Not reporting a gratuity is against the law.
- If you have any discrepancies regarding a tip, please bring them to the attention of the Manager immediately.
- Any employee who is found to be under-reporting gratuities will be disciplined by the Company up to and including termination, and in addition may face action from federal and state authorities for income tax evasion.

Your accurate reporting of tips will also ensure your full benefits under provisions of the social security laws. Furthermore, should you apply for a credit card or a mortgage, income from tips not reported cannot be verified on your credit application by our payroll department and therefore you may be denied credit.

For the most part, tipping is left to the discretion of the guest. Service should never be curtailed or diminished because of the tip amount left by a guest. There is absolutely no tip solicitation allowed. An employee seen in discussion with a guest relating to a tip complaint will be subject to disciplinary action, up to and including termination. Furthermore, service staff should refrain from discussing their tips (good or bad) within earshot of any patrons. The Company takes an extremely negative view of servers who grouse about their tips. You may approach the Manager regarding a guest gratuity issue under extreme circumstances only. At times, a service/administrative/operations charge may be charged to guests in lieu of a gratuity. On those occasions, the guests (or private event host) will be advised in advanced and employees will be compensated accordingly.

Tip Pooling/Sharing

The Company has the discretion to require food service workers to participate in a tip pool and may set the percentage to be distributed to each occupation from the tip

pool. Only food service workers (bartenders, runners, bussers, and barista) will receive distributions. Wait staff will be required to share their tips with other food service workers who participate in providing service to our guests. Management will inform you of the applicable tip share percentages relevant to your shift. Tip sharing will be administered by the Company in accordance to applicable law and regulation for the strict benefit of the service team members. Employees will be required to keep accurate records of all tips received, shared and pooled and must report them to management on a daily basis. Where an administrative or other similar charge is used, employees will be so advised.

Tip Credit

In addition, pursuant to Federal and New York law, tips will be used as a credit against the minimum wage for all service employees who regularly and customarily receive tips. However, at no time will an employee earn less than minimum wage when tips and direct wages are combined in a given pay period. If a tipped employee does not earn an average of at least the full minimum wage per hour after tips are included over the course of a week, the Company will pay the balance to make up the difference.

Credit Card Fees

In addition, where a credit card is used by a guest, the Company reserves the right, where permitted by law, to deduct from tips or gratuities a percentage charged by the credit card company as a processing fee for those tips and gratuities before remitting the balance to the employee. In addition, the Company also reserves the right to put all tips left on credit cards on employees' pay checks.

Guest Checks

Wait staff is fully responsible for the proper handling of all guest checks. Improper credit card processing can inconvenience our guests and can cause charge backs, loss of revenue for the Company and loss of tips to the wait staff. Management reserves the right to be reimbursed for uncollected credit card revenue.

Personnel Records

It is important that your personnel records are accurate and up to date. You are responsible for notifying the Company of any change with respect to your name,

address, telephone number, beneficiary designation (for insurance, and other benefit plans), number of dependents or marital status (for income tax withholding and insurance status/eligibility purposes), and whom to contact in case of emergency. It is essential you notify the Company within 30 days of such changes; failing to do so may jeopardize benefit eligibility.

In keeping with its policy of maintaining accurate personnel records, the Company will make changes as requested in personal information such as addresses, telephone numbers and similar routine information. The Company will not, however, make changes to information taken from documents verifying an employee's identity or authorization to work (such as name or social security number) except in the following circumstances:

- Upon presentation of a certified copy of a court order for a name change;
- Upon presentation of acceptable proof of a valid marriage, together with a statement declaring under the penalty of perjury that the employee has assumed the spouse's name; or
- Upon presentation of a certified copy of a letter from the Social Security Administration or other issuing authority verifying the change in the identity or identifying number and stating the reason for such change.

You may be granted access to your personnel files in accordance with applicable state and federal regulations. If you wish to review your personnel file, please submit a written request to the Manager.

Immigration Compliance

The Company will only employ those individuals who are lawfully authorized to work in the United States. In compliance with Federal Immigration laws, the Company must collect and review certain information concerning the employment authorization of all employees. Therefore, employees must complete a Form I-9 on the first day of employment with the Company, and must provide satisfactory evidence of identity, copy of a valid Social Security card, and legal authority to work in the United States at the time of hire. There will be no exceptions made for failure to present such documentation on a timely basis.

The information presented will be used only for compliance with applicable Federal Immigration laws and will not be used for any employee-related decision by management or for any unlawful purpose. If an employee's authorization changes or terminates at any time after the start date of his or her employment, the employee is required to inform the Manager immediately.

Bulletin Board

One or more bulletin boards are provided on the Company's premises for posting of management notices, schedules, safety rules, and other matters. Employees are expected and urged to consult the posting for such important information as the Company announcements, wage and hour rules, equal employment and anti-harassment policies, and workers' compensation, state liability and unemployment insurance rights. Do not remove any material from the bulletin boards.

Personal Belongings

The Company will not be responsible or liable for any personal property of an individual that is lost, stolen or damaged on the premises. The responsibility for safeguarding, replacing or repairing personal property lost, stolen or damaged while on Company premises is that of the employee.

Socializing

Socializing has its time and place. Please use your discretion as to when you should be socializing while at work. We want our employees to enjoy their jobs and their time with us, but everyone needs to remember that we are still a place of business, that we still have jobs to do, and that must put our business interests first.

Solicitation and Distribution

It is our belief that employees should concentrate on their job while they perform their duties, therefore, it is our policy that no employee may engage in any solicitation during working time, or in any distribution of literature in work areas at any time.

- Employees are permitted to post manager approved documents on the bulletin boards. Management must initial the document prior to posting.

This policy is also applicable to the Company's electronic communication (or "e-mail") system. The Company prohibits solicitations through Company email and other electronic, digital, or telephonic systems.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include

break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the Company.

Nothing in this policy is intended in any way to interfere with, coerce, or restrain any employee from exercising his or her rights under any State or Federal labor law, including the National Labor Relations Act.

Personal Visits, Calls, and Texts

Employees are not permitted to receive or make telephone calls or texts during their shift without the permission of a manager. Employees are strictly forbidden from carrying cell phones, blackberries, iPhones, beepers or similar devices on the floor, in the kitchen, and in the presence of guests or other visitors to the workplace.

Appearance and Grooming Standards

As part of the Company team, it is your responsibility to maintain our high standards of personal hygiene, uniform cleanliness and grooming. Your appearance will make a lasting impression on our guests, your co-workers and our company.

Your personal appearance enhances the guest's impression of you and our restaurant. It is important to look your best at all times. The guidelines are as follows:

Hair and Facial Hair

1. Hair must be neat, clean and appropriately styled at all times.
2. Extreme or unusual hairstyles and/or colors are not permitted.
3. Long hair must be pulled up or tied back.
4. No extreme hair accessories allowed.
5. Beards, goatees and mustaches are permitted but must be neatly trimmed.
6. Sideburns must be neatly trimmed and may not extend past the middle of the ear.

Personal Hygiene - Grooming

1. Good Hygiene is essential.
2. Employees must bathe and use an underarm deodorant daily or as needed during the course of the day.
3. Brush teeth daily and following meals.
4. Use mouthwash and/or breath mints as necessary.

5. Wash your hands often after handling food and money.
6. Employees are required to wash their hands after blowing their nose, sneezing, coughing, using the restrooms, touching anything unsanitary including face, hair or other body parts.
7. Open sores and cuts must be covered at all times
8. Fingernails should be no longer than active length and properly cleaned.
9. Kitchen employees are not permitted to wear nail polish.
10. Extreme make-up colors and styles are not permitted.
11. Strong perfumes, colognes or other aromatic scents that may distract or offend your co-workers and guests are not permitted.

Always Remember:

1. Clothing should be clean and neat.
2. Hands should be clean and free of dirt, cuts and sores.
3. Fingernails should be short, free of dirt and well manicured.
4. Employees must wash their hands after using the bathroom, eating food or using tobacco products.
5. Jewelry must be kept at a minimum for Front of House employees; No tattoos may be visible which depict violent, sexual, racist, discriminatory, illegal, or offensive conduct, ideas, thoughts, or emotions. No jewelry is permitted for Back of House employees for safety reasons.
6. Perfume/cologne and makeup must be kept at a minimum—it is the food that must impress.

Employees who arrive to work inappropriately dressed may be sent home and directed to return to work in proper attire. Under such circumstances, employees are not paid for time away from work. As repeated violations of this policy may result in disciplinary action, up to and including termination, employees should consult the Manager if they have any questions as to what constitutes appropriate attire.

If you have a question about dress or hygiene, ask the Manager.

The Company believes that its existing personal appearance standards are sufficiently flexible to accommodate reasonable dress or grooming requirements arising out of a bona fide religious belief or medical necessity. Nevertheless, any employee who believes that he or she has a bona fide religious, medical, or other exception to this policy should address the matter with the Manager.

Smoking Policy

The Company maintains a non-smoking policy within the Company, as is the law throughout NYC in enclosed public spaces.

Guest Services

All employees should be friendly, smiling, and courteous at all times in the presence of guest.

You must try to avoid confrontation with guests during service. If something is upsetting you, you must politely and properly inform the manager of what is happening and then you should go back to your service. Any disagreement must be discussed at the end of service in front a manager. If this is not possible, you must inform the manager that you cannot continue on your service and the manager will make a decision accordingly.

Safety

Your safety, and that of those who work with you, is one of our greatest concerns. With an alert safety attitude, you can help eliminate painful and costly accidents. You can help by:

- Keeping work areas clean and clear;
- Reporting hazards or unsafe conditions;
- Reporting all injuries, however minor, immediately, and;
- Never performing a job that you feel is unsafe.

Work-Related Accidents and Injuries & Security

The Company is sincerely interested in the health, safety and wellbeing of our employees. Accordingly, all employees are required to comply with the Company's health and safety rules. In addition, employees are required to promptly report all work-related accidents, injuries, and illnesses to the Manager and to comply with the Company's procedure regarding treatment for job-related injuries and illnesses. All such accidents must be reported as soon as they occur.

1. Safety and Health Policies and Testing.

Employees are required to comply with all federal, state and local laws concerning safety and health standards. Periodic employee testing of policies and legal requirements concerning safety and health standards may be required.

2. Accidents, Work-Related Injuries, and Illnesses.

Any accident, injury, or illness occurring on the Company premise - whether it involves a customer or employee - must be reported immediately to the Manager, so that any necessary reports can be completed, and the proper medical treatment can be administered, if necessary.

3. Failure to Report.

Employees who fail to report a work-related accident, injury, or illness, may be subject to discipline, up to and including termination.

4. Safety Precautions.

Employees must observe the following precautions:

- a. Employees must notify the Manager of any emergency situation. If an employee is injured or becomes sick at work, no matter how slightly, he or she must inform the Manager immediately.
- b. Employees may use, adjust and repair machines and equipment only if trained and qualified.
- c. Employees must get assistance when lifting or pushing heavy objects.
- d. Employees must understand their job fully and follow instructions. If an employee is not sure of the safe procedure, he or she should ask the Manager.
- e. Employees must know the locations, contents and use of first aid and fire fighting equipment.
- f. Employees must wear personal protective equipment in accordance with the job they are performing.

A violation of a safety precaution is in itself an unsafe act. Violations of this policy may result in disciplinary action, up to and including termination.

5. Definitions.

For purposes of this Handbook, the term “accident” is defined as an unintended event occurring at work, during working time or on the Company premises which results in an injury to a person or damage to property. “Injury” is defined as physical, mental, or emotional harm to the person resulting from a work-related accident, mishap, or event (or series of mishaps or events) which gives rise to a requirement for medical attention beyond minor first aid. “Illness” is defined as sickness resulting from a work-related event or series of events which gives rise to a requirement for medical attention.

6. Food Safety.

To the extent that food is being served, for the benefit of our guests and co-workers, it is essential to maintain an environment where safety and health is paramount. Food preparation must always be done within the proper regulatory and safety guidelines. We must make sure the food is free from contamination and that we strictly adhere to safe food maintenance and preparation practices.

Employees are expected to immediately report any perceived, potential, or known lack of compliance with any health department rule, regulation, or law or any the Company food maintenance or preparation practice. All employees are required to follow applicable law, regulations and policies concerning food safety. Employees involved in food preparation and storage are expected to help assure that stored food products are cooled in compliance with health regulations.

It is essential that the work environment be free from any hazards, risks or threats to the safety of employees, guests or other visitors. Accordingly, it is essential that employees follow all applicable safety rules and regulations and strive to eliminate any potential for an accident, especially by reporting any potentially dangerous conditions.

7. Workplace Security.

The Company has zero tolerance when it comes to violence in our workplace and in the environment we have created for our guests and visitors. We expressly prohibit any act or threat of violence - whether verbal or physical - by any employee, former employee, consultant, guest, vendor or other visitor to our workplace. If any employee is found to have engaged in any act of violence - threatened, perceived or actual - his or her employment will be terminated. Failure to comply with this policy will result in disciplinary action up to and including termination.

It is very important that every employee understand that there is no such thing as an “empty” or “idle” threat. If you make a threatening statement or gesture (i.e., a raised fist or fingers pointed like a gun), the Company will not accept the defense that you “did not mean it” or you were “just kidding.” Nor will the Company tolerate “implied” threats such as “maybe I’ll take care of you later,” or, “I know where you live.” The Company will take these gestures and/or statements as a real threat and act accordingly.

Employees should notify the Company if a restraining order related to them in anyway is in effect, or if a potentially violent non-work related situation exists that could result in violence in the workplace.

All supervisors, managers, officers and all employees have an obligation to report any person who exhibits threatening behavior towards another employee or poses a

danger or threat to any employee, guest or other visitor to your supervisor or the Manager immediately. If it is the Manager who is the one exhibiting such behavior, then contact the Company or call 911. If you feel you are in imminent danger, please dial 911.

Firearms and Other Weapons

The Company strictly prohibits the possession of firearms and other weapons (including knives where not specifically job-related) on any of its properties, during work hours and at all other times. Violations of this policy may lead to disciplinary action up to and including termination.

Workplace Monitoring

Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security, and customer satisfaction. Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of the Company as well as their satisfaction with our service. Computers furnished to employees are the property of the Company. As such, computer usage and files may be monitored or accessed. Every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

Video Monitoring Policy

The Company uses video and digital cameras and/or recording devices to monitor its public areas, lobby, offices and all other non-restroom and non-changing facilities on its properties - both inside and outside - in order to maintain the security of our guests, employees, facilities and property.

While recognizing individuals' right to privacy in certain aspects of their lives, the Company may record all public areas of the Company, including, but not limited to, front and back-of-the-house, kitchen, storage space, offices and other work-related areas. The Company does not monitor restrooms and/or approved changing facilities. Therefore, employees must change in a private area of the restaurant.

Employees are strictly prohibited from interfering with the operation of the video/digital monitoring system. Any employee found to tamper with the system or

otherwise to have violated this policy will be subject to immediate discipline, up to and including termination.

Alcohol and Drug Abuse Policy

The Company is concerned about the use and possible use of alcohol and/or controlled substances (as defined under federal law) by our employees in the workplace, as well as outside the workplace in a manner that affects the workplace. In order to address these concerns, the Company is adopting the following Alcohol and Drug Abuse Policy.

The illegal use, sale possession, concealment, distribution, dispensing, transportation, or manufacture of a controlled substance by any of our employees would be a criminal act. Illegal use of such drugs and abuse of alcohol may also substantially increase the possibility of an employee's creating serious problems at work, including causing an accident. Important aspects of our work may be seriously affected by any employee who has taken or is otherwise involved with illegal drugs, or who uses, is under the influence of, or is impaired by alcohol while at work.

Because of this, the Company wants to employ only people who are completely drug-free, who are not otherwise involved with illegal drugs, and who are not using, under the influence of, or impaired by alcohol while at work. To this end, the Company expressly prohibits the following conduct by any of our employees:

- the use, sale, possession, concealment, distribution, dispensing, transportation, or manufacture of any controlled substance at any time in the workplace (except that drugs prescribed by a licensed physician may be taken in the prescribed or authorized dosage, so long as the dosage is consistent with the safe performance of the employee's duties and the employee's work performance is not affected);
- the use, sale, possession, concealment, distribution, dispensing or transportation of any alcoholic beverage in the workplace at any time;
- the use or possession of any alcoholic beverage outside of the workplace, while on any break from work during the work day;
- the use of any alcoholic beverage outside of the workplace at any time, if the employee shows any physical signs of such use while at work

Computer, Email and Internet Policy

The purpose of this policy is to ensure that all employees have a clear understanding as to the proper use of the Company's computers and telecommunications resources and services. It is important that each employee read and understand this policy to

minimize the risk inherent in the abuse or misuse of these resources. The use of the Company's computer resources implies an understanding and agreement of this policy.

1. Computer and E-mail Usage

Computers, computer files, the E-mail system, public folders, and software furnished to employees are the Company property intended for business use only. Employees may not use a password, access a file, or retrieve any stored communication without authorization.

The Company strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the Company prohibits the use of computers and the E-mail system in ways that are disruptive, offensive to others, or harmful to morale, or in any violation of the Company's anti-harassment policies.

The Company's computers are to be used strictly for the Company business only. The use of the internet, email system, word-processors, hard drive, and other programs, systems, and peripheral devices are not to be used for personal purposes. The Company routinely monitors its computer systems and will immediately purge any non-work related documents and/or data at its discretion. Any personal use of the Company's computer system is grounds for discipline, including immediate termination.

The Company reserves the right to inspect e-mail messages and search for messages that are relevant to the Company business, a breach in security, or violations of the law or the Company Policy.

All computer and email resources and their content are the Company property. **It is very important that each employee understand that no employee shall have any expectation of privacy in connection with his or her use of the Company's computer and email resources. This includes any data an employee may create, store, send or receive even if personal in nature.**

E-mail should not be used for confidential messages since privacy cannot be assured. No message should be sent using e-mail that you would not be comfortable writing in a hard copy document. You are liable for what you write. The Company will not tolerate offensive, harassing, defamatory, or abusive language in e-mail messages.

The Company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines in

accordance with the software license agreement. The Company prohibits the illegal duplication of software and its related documentation.

Employees should notify their supervisor upon learning of any violation of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Nothing in this policy is intended in any way to interfere with, coerce, or restrain any employee from exercising his or her rights under any State or Federal labor law, including the National Labor Relations Act.

2. Employee Blogging and Social Network Use

The term web log or “blog” generally refers to a frequently updated website containing an online journal or diary. Blogs usually chronicle some aspect of the writer’s life, such as favorite movies or television shows, and personal observations. “Social networking” relates to online communities such as Facebook, MySpace, Twitter, or a variety of other networks. Whether a blog or social network, both provide outlooks to chronicle personal information and observations.

The Company provides equipment and electronic media to employees as business tools to facilitate timely and efficient conduct of business. For this reason, you are prohibited from writing or reading blogs/social networks during work hours unless for a legitimate job-related reason, and have obtained permission to do so from the Manager. Limited personal use of Company resources is permitted during non-work time, but you must comply with the following guidelines and your use must not be excessive or interfere with business needs or normal operations.

You also may choose to blog or engage in social networking from your home computer, and we simply ask that you understand and respect the following guidelines for responsible and productive blogging/social networking:

- You should take care to follow the Company’s policies generally.
- You should not discuss the Company, its management, owners, or your supervisors and co-workers in a manner that could damage the Company or the individuals or bring them into disrepute.
- You should not use personal insults, discriminatory or derogatory language, and you should respect the privacy of others.
- You should not disseminate information that could be considered proprietary, confidential, or intellectual property, or use the Company’s logo, graphics, trademarks, trade names, or corporate slogans.
- You should not discuss the Company’s clients, suppliers or vendors without their prior approval. You should respect copyright and financial disclosure laws.

- You should prominently post a disclaimer stating that the blog contains only personal opinions and is not endorsed by and does not represent the opinion or viewpoints of the Company.

Please remember that the Company may monitor your blog or social network activity to the extent permissible by law, and if you fail to abide by these guidelines, you may be subject to legal or disciplinary action up to and including termination by the Company for the information you provide and the statements you make. If you have any questions or concerns about a blog or this Employee Blogging and Social Network Use policy, please contact the Manager.

Nothing in this policy is intended in any way to interfere with, coerce, or restrain any employee from exercising his or her rights under any State or Federal labor law, including the National Labor Relations Act.

3. Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the Company to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the Company and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by the Company in violation of law or the Company policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of actions and activities that are prohibited and can result in disciplinary action up to and including termination:

- Sending or posting discriminatory, harassing, or threatening messages or images.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Copying, pirating, or downloading software and electronic files without permission.
- Sending or posting confidential material, trade secrets, or proprietary information outside of the Company.
- Violating copyright law.
- Failing to observe licensing agreements.
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions.
- Sending or posting messages or material that could damage the Company's image or reputation.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that defame or slander other individuals.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- Jeopardizing the security of the organization's electronic communications systems.
- Sending or posting messages that disparage a co-worker, guest, vendor or another organization's products or services.
- Passing off personal views as representing those of the Company.
- Sending anonymous e-mail messages.
- Engaging in any other illegal activities.
- Deliberately propagating any virus, work or other code or file designed to disrupt, disable, impair or otherwise harm either the Company's computer systems or those of any other individual or entity.

Standards of Conduct

Standards of conduct are important for the smooth operation of any business. The Company's business has very clear and specific rules of acceptable and unacceptable conduct. Indeed, it is the Company's policy that each employee should maintain the highest standard of conduct that is necessary to ensure the orderly operation of our business and the satisfaction of our guests. Mature common sense is the best guide to proper conduct. We outline some examples of the unacceptable for you here, which will not be condoned and which may lead to disciplinary action, up to and including immediate discharge. This list is not intended to be definitive, exhaustive, or conclusive; rather, it serves as an illustration of conduct that will not be tolerated and will result in disciplinary action up to and including termination. In all cases, disciplinary decisions remain within the sole discretion of the Company:

- Unsatisfactory job performance, as determined by management.
- Falsifying or altering time records, work schedules, payroll records, employment application, or providing any false or misleading information when applying for employment or at any time during employment.
- Clocking in or filling out a time card or time report of another employee, or arranging for any other person to punch or fill out your time card when absent, or reporting as in or out at times which fail to reflect actual work time.
- Falsifying, deliberately making misleading statements in, or deliberately omitting pertinent information from, any the Company records (including such items as expense vouchers or reports, applications for leaves of absence, credit card receipts, employment application forms, or records of personal absence, illness, or hours worked).
- Theft of property of another employee or property of the Company.
- Fighting or attempting bodily injury to another, threatening, intimidating, coercing or interfering with anyone on the Company premises at any time.
- Using or possessing a concealed or dangerous weapon while on the premises or while off the premises in the performance of work duties. (For purposes of these rules, a "dangerous weapon" is defined as including any weapon or other instrumentality capable of being used to inflict death or serious bodily harm, such as a firearm, knife in a non-work capacity, or explosive device).
- Insubordination, willful disregard, or disrespect towards a supervisor or representative of management, including without limitation, the failure to obey, follow, or perform work assigned or refusal or intentional failure to follow a legitimate directive of a supervisor or person in authority intentional.
- Refusing or willfully failing to comply with the Company security policies or procedures, including, but not limited to, reasonable searches of person or property for stolen property, contraband, or illegal drugs.

- Use of profane, discourteous, abusive or rude language or action against another employee, supervisor, guest, or others.
- Excessive absenteeism or tardiness.
- Unauthorized recording of conversations on building premises or while engaged in any assignment.
- Serving alcoholic beverages to anyone under the age of 21.
- Subjecting another employee to discrimination, abuse, or harassment on account of the employee's race, color, religion, sex, sexual orientation, national origin, handicap, age, or other characteristics protected by applicable law.
- Unauthorized use of or possession of alcoholic beverages at work, or reporting for work under the influence of alcoholic beverages.
- Unauthorized use of, possession of, or trafficking in illegal drugs at work, or on the Company property, or reporting for work under the influence of illegal drugs. For purposes of these rules, an "illegal drug" is defined as any drug or drug form, the use, sale, or possession of which is prohibited or controlled by applicable local, state, or federal law. This includes, but is not limited to, drugs commonly known as marijuana, cocaine, heroin, PCP, ecstasy, GHB, and LSD. ("Unauthorized use or possession" is defined as use or possession other than as prescribed by a licensed physician or other authorized medical practitioner. "Under the influence" is defined as having a detectable amount of illegal drugs in the body.)
- Any other misconduct which constitutes a threat to service, production, safety, or good order and discipline, including, but not limited to, vile, vulgar, indecent, immoral or unlawful conduct, whether or not such conduct results in arrest, charge, or conviction.
- Violations of any policies outlined in this Handbook.

Nothing in this policy is intended in any way to interfere with, coerce, or restrain any employee from exercising his or her rights under any state or federal labor law, including the National Labor Relations Act.

Termination

Employees who voluntarily resign from the Company are asked to provide at least two weeks advance notice of their resignation. This notice should be in writing and should briefly state the reason for leaving and the anticipated last day of work.

If a terminated employee is eligible for any incentive compensation, bonus, and/or awards, they must be actively employed on the date the compensation, bonus or awards are presented or paid, in order to receive the compensation, bonus or award.

Nothing in this policy is intended in any way to interfere with, coerce, or restrain any employee from exercising his or her rights under any state or federal labor law, including the National Labor Relations Act.

Return of Property

Any Company property issued to you such as keys, identification badge, credit card, samples, tools, computers, documents, software, data, files, Blackberry, I-Phone, cellular phone, PDA, etc. must be returned to the Company when your employment with the Company ends or whenever it is requested by a member of management.

Benefits

The Company offers a number of benefits to its eligible full-time employees. This Handbook briefly describes some of those benefits. The official details contained in the benefit plan or trust document govern in the event of any conflict or inconsistency with the details listed in this Handbook or with any other written or oral statements or representations. The Company may modify or rescind any benefits provided at its sole discretion. If you have any questions about your benefits, please contact the Manager.

Holidays

The Company will observe the following holidays:

Easter, Thanksgiving, and Christmas

You will receive up to eight (8) hours of compensation at your straight time rate for each of these holidays. To be eligible for any holiday pay, you must work your regularly scheduled workday before and after the holiday (unless the holiday ends or precedes your scheduled vacation). Employees on leave of absence are not eligible for holiday pay. The Company's holiday schedule may change from year-to-year at the Company's discretion and will be communicated to all employees at the beginning of each year.

Health Benefits

The Company offers health benefits to certain eligible employees at the employee's expense. Employees should consult the separate materials prepared directly by the Company's health care insurance company for details of the plan(s). This section contains a brief outline of the benefits the Company may provide. Of course, the information presented here is intended to serve only as guidelines, and any benefits programs may be terminated or changed at the Company's sole discretion without prior notice. 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 the Company. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the Summary Plan Descriptions ("SPD"), for the plans (which may be revised from time to time).

Continuation of Group Medical Insurance Coverage

Employees, including those whose hours have been reduced to part-time status, may elect to continue their insurance benefits under our health insurance policy at their own cost pursuant to The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage for a designated period of time under our health insurance plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, reduction of an employee's hours, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements. Employees who engage in gross misconduct may be denied continuation coverage under COBRA.

We will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under our health insurance plan. The notice contains important information about the employee's rights and obligations. If you would like a full copy of the COBRA notice, please contact the Company.

Family and Medical Leave Act

The Company is a covered employer under the Family and Medical Leave Act of 1993 as Amended ("FMLA"). See the Appendix D of this Handbook for the full FMLA policy.

Workers' Compensation

Workers compensation is a critical benefit provided to employees based on certain qualifications. If you are injured on the job, you may be entitled to receive workers' compensation benefits. You should immediately report all accidents or injuries to your supervisor so that a claim form can be completed. Failure to report an accident or injury - or to timely report such accident or injury - could result in a loss of benefits. This form must be submitted to both the Workers Compensation Board and our insurance carrier immediately after the accident. The Company also requires that you and any other employee who witnesses the accident or injury document what happened and record other related information.

Remember:

- If you are injured on the job, you must notify your supervisor immediately and an accident report must be completed.
- It is critical that you comply with this requirement to protect the benefits you are entitled to under Workers' Compensation Insurance and to receive proper medical treatment if necessary.
- Report all accidents and injuries no matter how small.
- If an on-the-job injury results in lost time, you must notify your supervisor as soon as you become aware that lost time will occur.

Short-Term Disability

Disability insurance coverage (as required by New York State law) is available to all New York employees who have worked at least four (4) consecutive weeks and who cannot work because of illness/disability not arising out of and in the course of employment for more than seven (7) days. You also must be under the care of a qualified physician in order to receive disability benefits. You may get the forms from the Company to be filled out by your healthcare provider and yourself. They should then be returned to the Company for processing. For more information regarding disability benefits and eligibility, speak to the Company.

Once your healthcare provider has notified you of the date you will be able to return to work, you are required to notify the Company of the date you expect to return to work, and submit to the Company a healthcare provider's statement that you are able to return to your position.

Time Off for Voting

Voting time off will be provided for in accordance with state law. In the event an employee does not have four (4) consecutive hours in New York between the opening of the polls and the beginning of his or her work shift or between the end of his or her work shift and the closing of the polls to vote in a primary or general election held in the state, the employee may take up to two (2) hours of working time off with pay to vote. This time should be taken at the beginning or end of the regular work shift and the Company may designate the appropriate time. The Company should be notified of your need to take time off to vote prior to the day of the election.

Military Leave

The Company will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws in granting military leaves of absence. Because the USERRA is detailed, comprehensive, and complex, you should contact your manager regarding your rights and responsibilities under the USERRA.

Bereavement Leave

In the event of the death of a current spouse, domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son, or daughter-in-law, extended family member, aunt, uncle, niece, nephew, or a friend, employees may take up to three (3) consecutive work days off with the approval of an officer of the Company. If you are a non-exempt employee, this time off is unpaid.

The Company may approve additional unpaid time off. The Company may also allow any unused vacation to be substituted for unpaid leave. It is the responsibility of the employee to inform the Company as soon as they know and/or can anticipate the need for time away from work.

Blood and Bone Marrow Donation Leave

Employees in New York who work 20 hours or more per week are entitled to take up to three (3) hours off work per calendar year to donate blood. The time off is unpaid, however, an employee may use accrued but unused vacation. The Company will not retaliate against an employee for requesting or obtaining a leave of absence to donate blood.

Employees in New York who work 20 hours or more per week are entitled to take up to 24 work hours of unpaid leave to donate bone marrow. The Company may require verification of the required leave by a medical provider. The time off is unpaid, however, an employee may use accrued but unused vacation. The Company will not retaliate against an employee for requesting or obtaining a leave of absence to donate bone marrow.

Jury Duty

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. Employees will be allowed time off to perform such service. You are expected, however, to report to work for the remaining portion of the day should you be excused by the court early on that day.

Employees will be paid in accordance with New York law during an absence mandated by jury duty. If an employee receives any compensation for this duty, they should present it to their manager as a temporary payroll adjustment, unless prohibited by law. An employee is also required to give his/her supervisor or manager as much advanced notice as possible.

Evening employees who serve on jury duty are expected to report to work, however they will be allowed to arrive late for their shift based on the requirements of jury duty on a particular day. Employees who regularly work Saturday and/or Sunday are expected to report for work on those days unless advised otherwise by their supervisor.

In compliance with federal and New York State law, under no circumstances will the Company pay any employee an amount that is lower than the required statutory amount required to be paid by the Company for each day served.

Family Military Leave

An eligible employee whose spouse or domestic partner is a military serviceman or servicewoman deployed during a period of military conflict may request up to 10 days of unpaid leave during the period the military spouse is on leave from deployment. To be eligible for such leave, an employee must work an average of 20 or more hours per week and the employee's spouse or domestic partner must be a qualified member of the United States Armed Forces, National Guard or Reserves deployed during a period of military conflict. The employee also must provide notice of intention to take Family Military Leave as soon as possible after receiving official notice that the employee's spouse or domestic partner will be on leave from deployment and documentation certifying that the employee's spouse or domestic partner will be on leave from deployment during the time the employee requests leave.

Crime Victims and Criminal Proceeding Leave

Employees who are crime victims or subpoenaed to attend criminal proceedings as witnesses are eligible for unpaid leave to appear as witnesses, consult with the district attorney, or exercise rights under the law. The employee also must provide notice of intention to take this leave as soon as possible. Victims include next of kin if the aggrieved party is deceased as a result of the offense; victims' representatives; good Samaritans; or persons pursuing application/enforcement of protective orders.

Other Leaves

The Company will comply with other state leaves, such as time off for domestic violence and stalking and time off to participate in a legal proceeding.

Appendix A

Acknowledgment of Receipt

I acknowledge that I have received a copy of the John's Pizzeria Employee Handbook (the "Handbook") on the date set forth below. I understand that the Handbook provides guidelines and summary information about certain Company personnel policies, procedures, benefits, and rules of conduct. I also understand and agree to the following:

Initials:

_____ It is my responsibility to read, understand, become familiar with, and comply with the established standards which I understand may, from time to time and without prior notice, be supplemented, modified, deleted, or revised or as the Company deems necessary or appropriate.

_____ It is my responsibility to read, review and follow the Anti-Harassment and Anti-Discrimination Policies as provided in the applicable sections of the Handbook.

_____ Either the Company or I may terminate my *employment at-will, at any time, with or without cause*. I also acknowledge that the at-will nature of my employment will continue throughout my employment with the Company and can only be modified by an express written agreement signed by me and the Company.

_____ ***For all service employees and food service workers who regularly and customarily receive tips: I understand that, where applicable, my tips will be used as a credit against the minimum wage.***

Signature of Employee

Date

Print Name

Appendix B

CONTACT INFORMATION FOR MANAGER

TIMES SQUARE, NEW YORK

GENERAL MANAGER: ALEJANDRO GARCIA

HE CAN BE REACHED AT 347-326-1180

Comments/ Concerns?

Email: Concerns@JohnsPizzeriaNYC.com

Appendix C

Times Square Management Team:

Alejandro Garcia: General Manager 347-326-1180

Mel O'Dowd: Floor Manager/Host Manager/ Bar Manager 908-432-1628

Joey Alvarado: Floor Manager 631-681-8949

Robert Stora: Purchaser & Floor Manager 347-996-0787

Office Management Team:

Robert Kelly: Accounting & Human Resources 212-391-7560x10

Ken Jones: Comptroller 212-391-7560x11

Diane Lauria: Event Coordinator 212-391-7560x22

Angela Cawley: Project Manager 212-391-7560x13

APPENDIX D

FMLA

The Company is a covered employer under the FMLA.

Under the FMLA, eligible employees of a covered employer may be entitled to a maximum of 12 weeks per year of unpaid leave for one of the following FMLA-qualifying reasons, or 26 weeks in the event the leave is taken to care for a covered service member, as defined herein:

1. the care of a child following the birth or adoption of the child, or the placement of a foster child; or
2. the care of a parent, child, or spouse with a serious health condition; or
3. the treatment of an employee's own serious health condition which makes the employee unable to perform the essential functions of his/her job; or
4. incapacity due to pregnancy, prenatal medical care, or child birth; or
5. the care of a "covered service member," which is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, as a result of a serious injury or illness, when the eligible employee is the spouse, son, daughter, parent, or next of kin (i.e., nearest blood relative) of the covered service member, who was a member of the Armed Forces at any time during the five years preceding the date of treatment; or
6. any "qualifying exigency" arising because the employee's parent, child, or spouse is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation, or who is deployed in a foreign country on active duty.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that causes a period of incapacity resulting in:

1. the need for inpatient care in a hospital, hospice, or medical care facility, and any subsequent treatment in connection with such inpatient care;
2. absence from work, school, or other regular activities for more than three (3) consecutive, full calendar days and requiring continuing treatment or supervision by a healthcare provider at least once within seven days of the first day of incapacity and (i) requires either a regimen of continuing treatment initiated by the health care provider during the first treatment or (ii) a second in-person visit to the health care provider for treatment (the necessity of which is determined by the healthcare provider) within 30 days of the first day of incapacity;

3. the need for continuing treatment or supervision by a healthcare provider for a condition so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days and requires visits for treatment by a healthcare provider at least twice a year; or
4. the need for continuing treatment or supervision by a healthcare provider for prenatal care. The employee husband of a pregnant spouse is entitled to FMLA leave for prenatal care.

A “serious injury or illness” in the case of a covered service member means an injury or illness incurred by the service member in the line of duty, while on active duty in the Armed Forces, that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. This may also include an injury or illness that was incurred prior to the member’s active duty, but was aggravated by military service in the line of active duty.

A “qualifying exigency” is defined as: short notice deployment; attending military events and activities; arranging for alternative childcare or school activities; addressing financial and legal arrangements; attending counseling; rest and recuperation; attending post-deployment activities within 90 days following the termination of the covered military member’s active duty status; and, addressing other events which arise out of the covered military member’s active duty or call to active duty (provided that the Company and employee agree that such leave shall qualify as exigency, and agree to both the timing and duration of the leave). Employees should consult with the Company to determine whether an exigency qualifies for FMLA leave.

In general, leaves of absences granted under this policy are unpaid. However, those eligible for paid time off are required to use unused Vacation and Sick days during a leave as permitted by applicable law.

You are eligible for FMLA leave if you have:

1. worked for the Company for at least 12 months during the last seven (7) years (unless the break in service is due to a National Guard or reserve military service obligation or a written agreement reflecting the Company’s intention to rehire you after the break in service); and
2. worked for the Company for at least 1,250 hours during the 12 months immediately preceding the leave date; and
3. work at a the Company worksite that employs at least 50 employees within a 75-mile radius. An employee’s “worksite” is the site to which an employee reports to work or, if none, from which the employee’s work is assigned.

You are entitled up to a total of 12 work weeks of leave during a 12-month period or 26 weeks in a single 12-month period in the event the leave is taken to care for a

covered service member, on a per-covered-service member, per-injury basis. The 12-month period is measured backward from the date you use any FMLA leave, or in the case of leave to care for a covered service member, measured forward from the date the employee's leave to care for the covered service member began, unless otherwise required by applicable law. If you take military caregiver leave to care for more than one covered service member or to care for the same covered service member who has incurred a subsequent serious injury or illness, and if the single 12-month periods involved overlap with each other, you may take no more than 26 weeks of leave in each single 12-month period. If you do not take all of the 26 weeks of military caregiver leave during the applicable single 12-month period, the balance is forfeited and no carry-over is permitted.

During any single 12-month period, your total leave entitlement is limited to a combined total of 26 weeks for all qualifying reasons. All FMLA leave will run concurrently with other similar leaves mandated by state or local law, as permitted by applicable law, and all unused Vacation and Sick days will be included as part of the 12 work week period provided by this policy. If you need more than 12 weeks leave due to your own serious health condition, you may request an extended medical leave at the conclusion of 12 weeks, which will be at the sole discretion of the Company (reinstatement is not guaranteed).

It is unlawful to, and the Company will not, interfere with, restrain or deny the exercise of any right provided under the FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or relating to the FMLA. Employees who believe that their rights under the FMLA have been violated may file a complaint with the United States Department of Labor or bring a private law suit.

This policy statement on FMLA is intended to summarize the basic provisions of the FMLA. It is not intended to address all situations which may arise under the FMLA. Employees should address specific questions to the Company.

Please contact the Company if you would like further information pertaining to this Policy. At any time, this Policy is subject to change within the provisions of FMLA.

FMLA Notice Requirements

You must provide 30 days advance notice if you are requesting FMLA leave or, if the leave is unanticipated, as much advance notice as practicable. Failure to do so may result in denial of leave until proper notice is given. If you are on leave for your own serious health condition or that of a family member, you must notify the Company every 30 days of the status of the condition and intent to return to work. You must notify your supervisor of your intent to return to work one (1) week prior to your

return. In all cases, if you decide not to return to work, you must notify the Company immediately.

Intermittent or Reduced-Schedule leave to care for a family member or the employee's own serious health condition when medically necessary; to care for a covered service member; or in connection with a qualifying exigency as defined herein.

You may take leave where medically necessary for your own or a covered family member's serious health condition, to care for a covered service member, or in connection with any qualifying exigency as defined herein on a consecutive basis or intermittently, or you may request to be placed on a reduced work week or reduced work days. In addition, employees may take intermittent or reduced-schedule leave with the Company's approval for other qualifying reason.

Intermittent or reduced-schedule FMLA leave may not be taken in increments of less than one (1) hour. Reduced-schedule or intermittent leave time is calculated as a percentage of the employee's normal work week. Therefore, an employee who normally works 30 hours per week and takes 10 hours of FMLA leave in one (1) week, will have used one-third (1/3) of a work week of FMLA leave. For employees who work variable hours, the normal work week is determined by the average hours worked per week by the employee during the 12 weeks prior to the start of the employee's leave.

Non-Consecutive Periods of Leave

If you request an intermittent or reduced leave schedule, the Company may require you to transfer temporarily to an alternative position for which you are qualified, to better accommodate the recurring periods of leave you will require. If you are transferred to an alternative position for which you are qualified, you will receive base salary for alternate position.

If you request a leave for these purposes, you must make a reasonable effort to schedule the treatment, either for yourself, your child, spouse or parent, so as not to unduly disrupt the Company's operation.

Request for Leave

At the time leave is requested, you are required to complete the Company's Leave of Absence form and submit it to your supervisor. Employees must provide sufficient information for the Company to determine if the leave is FMLA-qualifying and must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or applied. Employees generally must comply with the Company's

procedures for reporting absences when requesting leave for an FMLA-qualifying reason.

Certification Requirements

The Company requires certification from a health care provider substantiating your leave request (other than to care for a covered service member or qualifying contingency). Anytime you expect to be or are absent for more than three (3) consecutive work days as the result of your own serious health condition (including pregnancy), you will be required to submit a medical certification. Certification requirements differ according to whether the leave is your own serious health condition or that of a covered family member. The Company's medical certification form fully explains what information is required.

The Company may, after providing the employee with an opportunity to cure any deficiencies, contact the health care provider for verification or clarification of a medical certification. Failure to provide the required pre-leave medical certification may result in denial of leave until such certification is provided. You may also be required to provide periodic re-certification, as permitted by applicable law, and/or certification of fitness-for-duty, which must address your ability to perform essential job functions. The Company may require a second or third medical opinion at its own expense.

If the leave is to care for a covered service member, the Company may require a certification from an authorized health care provider of the covered service member. The Company may seek verification or clarification of the certification pertaining to leave for a covered service member, as set forth herein, but may not seek second or third opinions of the certification.

The first time an employee requests leave because of a qualifying exigency, the Company may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty status. Employees requesting leave for a qualifying exigency will be required to provide a certificate including a signed verification or description of appropriate facts sufficient to support the need for leave; the approximate date on which the qualifying exigency commenced or will commence; the beginning and end dates of the absence if on a continuous basis; an estimation of the frequency or duration of the exigency if on an intermittent or reduced schedule basis; and, if the qualifying exigency involves a meeting with a third party, the contact information and brief description of the purpose for the meeting.

The Company will advise employees requesting a leave of absence whether they are eligible for FMLA leave and whether the requested leave qualifies under the FMLA. If

you are eligible and the leave qualifies, the Company will provide you with a notice of your rights and responsibilities and a calculation of the leave to be counted against your FMLA entitlement. If you are not eligible, or the leave does not qualify, the Company will advise you of the reason.

The Company also requires a fitness-for-duty certification indicating that you can return to work and perform the essential functions of your position with or without reasonable accommodation. The Company will make reasonable accommodations for any disability you may have as required by applicable laws. Medical certification is required for any claim that you are unable to return to work at the scheduled conclusion of the leave.

Use of Paid Time Off Days (where applicable) and Short-Term Disability

While on an approved FMLA leave, you will be required to use all Paid Time Off (if applicable), unless otherwise required by law or in accordance with the Company policy. Questions regarding the current the Company policy regarding the use of Vacation/Sick days should be directed to the Manager. In addition, an employee requesting FMLA leave, will be notified in writing as to whether the use of Vacation/Sick days is required. Under such circumstances where Vacation/Sick days is required, Vacation/Sick days provided during the leave will run concurrently with the FMLA leave and will not reduce the total FMLA leave entitlement. For example, if an employee has two weeks Vacation/Sick days available, he or she will receive pay for the first two weeks of FMLA leave and the remaining ten weeks of FMLA leave will be unpaid. In order to apply Vacation/Sick days, you must conform to the terms and conditions of the applicable the Company leave policy where permitted by applicable law.

Employment Protection

After taking leave under this provision, you are entitled to return to your former job or to an equivalent job with equivalent benefits, pay, and other terms and conditions of employment upon return from leave. However, you are not entitled under this policy to any right, benefit, or position other than that which you would have been entitled had you not taken leave. Thus, for example, if a layoff or reduction in force or some extenuating circumstance or business condition arises which affects your position, reinstatement may not be possible. In addition, you may be denied reinstatement from a FMLA leave if:

1. You are a “key employee” (one of the highest paid 10% of all employees within a 75-mile radius of the employee’s worksite) and your reinstatement would cause substantial and grievous economic harm to the Company’s operations; or

2. You fail to provide the Company with the required fitness-for-duty certification, as described herein.
3. If you are on an extended medical leave beyond your FMLA entitlement, reinstatement is not guaranteed.

Continuation of Benefits

During a FMLA leave, the Company will continue to provide coverage for any benefits offered under the same terms and conditions that apply to employees who are not on leave, provided that you pay your employee contribution of any applicable premium.

Both Spouses Employed by the Company

If both spouses are employed by the Company, the aggregate FMLA leave taken by both spouses for the same qualifying reason may not exceed 12 weeks, or 26 weeks in the event the leave is taken to care for a covered service member.

Employees Who Do Not Meet the Minimum Eligibility Requirements

If you are not eligible for FMLA leave you may still be eligible for a personal leave, in the Company's sole discretion, or as required by state and federal law.

Unless applicable state or local law require otherwise, reinstatement will not be guaranteed to you if you are ineligible for the Company's FMLA leave policy.

Administration

This policy statement on the Family and Medical Leave Act is intended to summarize the basic provisions of the FMLA. It is not intended to address all situations which may arise under the FMLA. You should direct all questions regarding leaves of absence to the Company.