



**Employment
Policy Handbook
&
Operations
Manual**

Revised: August 2022

TABLE OF CONTENTS

	PAGE
ABOUT THIS HANDBOOK.....	1
Welcome to Desert de Oro Foods Inc!!!	2
COMMITMENT TO DIVERSITY	3
Equal Employment Opportunity	3
Disability Accommodation.....	3
Religious Accommodation	4
Unlawful Harassment.....	4
Sexual and Other Harassment	4
Sexual Harassment Defined.....	4
Complaint Procedure	5
Manager's Responsibility.....	6
Protection Against Retaliation	6
Lactation Accommodation	7
GENERAL EMPLOYMENT PRACTICES	8
Open Door Policy.....	8
Personnel Administration.....	8
Your Employment File	9
Notice of Rights Regarding Personnel Records.....	9
Disputed Information.....	9
Employment Classifications.....	9
Hire Date	10
Employment of Relatives	10
Dating in the Workplace.....	11
Work Schedule.....	11

TABLE OF CONTENTS

(CONTINUED)

	PAGE
Attendance	11
Overtime Pay	12
COMPENSATION & PERFORMANCE REVIEWS	12
Compensation Program.....	12
Performance Reviews.....	12
Timekeeping.....	12
Wage Inquiries	12
Time Clocks - Employees at Restaurants	13
Time Reporting – Restaurant Support Center.....	13
Meal Breaks	14
Meal & Rest Breaks for Employees in Nevada	14
Pay for Exempt Employees	14
CONDUCT, STANDARDS & BEHAVIORS	15
Code of Conduct Policy	15
Ethics & Integrity Policy	16
Sales of Alcohol and Tobacco	16
Violations.....	17
Confidential Information.....	17
Conflicts of Interest & Outside Employment.....	17
Personal Appearance	18
Drug & Alcohol Policy	18
Prescription Medications.....	19
Marijuana	19
Testing.....	20

TABLE OF CONTENTS

(CONTINUED)

	PAGE
Testing Procedures.....	22
Suspensions Pending Test Results.....	22
Test Result Reports	23
Confidentiality.....	23
Tobacco-Free Work Environment.....	23
Weapons in the Workplace.....	23
Guests and Visitors.....	24
Threatening/Violent Conduct	24
Personal Vehicle Use for Business Purposes.....	25
No Solicitation/No Distribution Policy	26
Workplace Searches.....	27
The Company's Property	27
Employee Belongings	27
Confidentiality During Searches	28
Electronic Device & Computer Usage	28
Restaurant Recording Policy	28
COMPUTER NETWORK AND RELATED EQUIPMENT	29
E-Mail Use.....	30
Restricted Access	31
Password Security	31
Data Security and Transmission Policies.....	32
Corporate Private and Guest Wireless Internet Access.....	33
Internet Usage and Related Communications	33
Voice Mail.....	33

TABLE OF CONTENTS

(CONTINUED)

	PAGE
Telephones/Cell Phones/PDAs	34
Cell Phone Use/Texting While Driving	34
Social Media Policy.....	34
Communication via Cell Phones and Mobile Devices.....	36
Safety	36
Work-Related Injuries	36
Workers' Compensation	37
PRC and Guest Related Concerns	37
LEAVES OF ABSENCE.....	37
Personal Leave	37
Family and Medical Leave	37
Employee Eligibility.....	38
Definitions	38
Length of Leave	39
Intermittent or Reduced Schedule Leave.....	40
Notice and Certification.....	40
Recertification After Grant of Leave	41
Military Emergency Leave Requirements.....	41
Failure to Provide Certification and to Return from Leave.....	41
Compensation During Leave	41
Benefits During Leave	42
Job Reinstatement.....	42
Confidentiality.....	42
Fraudulent Use of FMLA Prohibited	42

TABLE OF CONTENTS

(CONTINUED)

	PAGE
Nondiscrimination	43
Additional Information Regarding FMLA	43
State Law	43
Military Leave	43
Eligibility for Leave	43
Notice of Leave	44
Compensation and Benefits During Leave.....	44
Reinstatement.....	44
Death & Bereavement Leave	45
Jury and Witness Duty Leave.....	45
Time Off to Vote.....	45
Other Leaves of Absence	45
Sick Leave Benefits for AGMs, RGMs, RSC, Exempt Employees	46
401(k) Plan.....	46
Holidays	47
VACATION BENEFITS.....	47
Vacation Benefits for Restaurant Support Center and Exempt Employees	47
Vacation Benefits for Hourly Employees Other Than Shift Leaders.....	48
Vacation Benefits for Shift Leaders	49
Meal Policy.....	49
Tuition Reimbursement Program.....	49
SEPARATION OF EMPLOYMENT	50
Resignations	50
Return of Company Property.....	50

TABLE OF CONTENTS
(CONTINUED)

PAGE

ACKNOWLEDGEMENT OF RECEIPT OF DESERT DE ORO FOODS HANDBOOK..... 51

ABOUT THIS HANDBOOK

This handbook is intended to acquaint employees with Desert de Oro Foods Inc. (“the Company”) and provide information about working for the Company. It should not be taken as an all-inclusive handbook with every Company policy, practice, and guideline, but should be seen as a summary of some of the Company’s policies, practices, and guidelines. This 2022 handbook replaces and supersedes all previously issued handbooks.

Employment with Desert de Oro Foods Inc. is at-will, which means that employees have the right to end their working relationship with the Company, with or without notice and for any reason, just as the Company has the right to end its working relationship with any employee at any time and for any reason, with or without notice. The language used in this handbook and/or any verbal statements made by any member of management do not, under any circumstances, constitute a contract of employment, do not guarantee employment for any specific duration, and do not limit the Company’s right to terminate its working relationship with any employee at any time for any reason. No representative of Desert de Oro Foods, other than the president, has the authority to enter into an agreement of employment for any specified period or otherwise change your at-will employment relationship with the company and any such agreement must be in writing, signed by the president and the employee.

If you have any questions after reading this handbook, please talk with your immediate supervisor or the human resources department. Please understand that the need may arise to change the policies, practices, and guidelines described in this handbook from time to time. Except for the at-will nature of your employment, which can only be modified as described above, the Company reserves the right to interpret or to change any of its policies, practices, or guidelines at any time, without notice.

Nothing in this handbook or in any other Company policy is intended to violate any local, state, or federal law. Nothing in this handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by section 7 of the National Labor Relations Act. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a complaint with, making lawful disclosures to, providing documents or information to, or participating in an investigation or hearing conducted by the equal employment opportunity commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

Welcome to Desert de Oro Foods Inc!!!

Desert de Oro Foods Inc. owns and operates the following franchises: Taco Bell, Kentucky Fried Chicken, Whataburger, Long John Silvers, & Pizza Huts in multiple states AZ, CA, UT, MA, NM, NV, RI, WY & TX. Along with Dickey's BBQ and our family of full services restaurants currently all located in Arizona.

We are excited that you are joining us! We believe that your future association with Desert de Oro Foods Inc. (hereinafter "the Company") will be a mutually beneficial and rewarding experience. We are a consumer "guest" driven organization that prides ourselves in serving unique great tasting food quickly and enthusiastically providing an experience our guest will continue to visit us for.

We believe that each employee contributes directly to our growth and success, that with the hiring of each employee we are hiring someone who values diversity, teamwork, and self-reliance all while experiencing personal growth within our organization. We strive to seek out people like YOU, who want the opportunity to succeed in a progressive and motivated environment.

We are counting on your expertise to help us achieve our goals. We greatly appreciate the talent and dedication of our employees. As thanks for your commitment, it is our practice to treat employees with dignity and respect.

To satisfy the needs of our guests, we must function as a team to provide them with the highest quality of service. As a part of the teamwork philosophy, we have an open-door policy to promote open, two-way communication at all times. Because you can freely address problems and concerns, as well as your suggestions, to your managers, as well as Area Coaches, Directors, and Human Resources we do not believe outside organizations are necessary, or even helpful, to our employee relations.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this employee handbook as soon as possible, for it will answer many questions about employment with Desert de Oro Foods, Inc.

We hope that your experience here will be challenging, enjoyable and rewarding. We want to be the best, so we only hire the best! Thank you for joining our winning team and again, welcome!

Krystal Burge

Franchisee

Mark Peterson

Franchisee

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

The Company is dedicated to the principles of equal employment opportunity. We make employment decisions based on merit and the Company's business needs. In accordance with applicable law, the Company prohibits discrimination based on race (including ethnic traits historically associated with race, including, but not limited to, hair texture and protective hairstyles), color, religious creed (including religious dress and grooming practices), gender, marital or registered domestic partnership status, age, national origin or ancestry, citizenship, physical or mental disability, sex (including pregnancy and related conditions), medical condition (including cancer and genetic characteristics), military or veteran status, unfavorable discharge from military service, sexual orientation, gender identity and expression, genetic information, or any other characteristic protected by applicable federal, state or local laws (each a "protected characteristic". The Company also prohibits discrimination based on the perception that anyone has a protected characteristic or is associated with a person who has or is perceived as having a protected characteristic.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Any employee who requires an accommodation in order to perform the essential functions of their job should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company observes or is informed that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

Unlawful Harassment

Sexual and Other Harassment

The Company strives to maintain a work environment free of all forms of unlawful harassment. In doing so, the Company strictly prohibits unlawful harassment because of an employee's protected characteristic(s): race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status any other status protected by any applicable state or local law.

The Company's anti-harassment policy applies to all persons involved in its operations, regardless of their position, and prohibits harassing conduct by any employee of the Company, including supervisors, managers and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, clients, visitors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's protected characteristic(s) will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

Sexual Harassment Defined

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the Company believes it warrants separate emphasis.

The Company strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

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

All employees are expected to always conduct themselves in a professional and businesslike manner and to show respect for all individuals. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: touching, assault or impeding or blocking normal movements;
- Retaliation for making reports or threatening to report sexual harassment.

Complaint Procedure

If you believe have any information that anyone may have violated this EEO and Unlawful Harassment Policy, you must immediately report any suspected violation to your immediate supervisor, an Above Restaurant Leader, the Human Resources Department, or the RSC (restaurant support center). You may also use the Open-Door Policy Hotline number (1-800-510-6860) to report any violations. If possible, your complaint should be in writing.

If you do not believe that your supervisor or another management employee have appropriately responded to a complaint, you must contact Human Resources. The Company expects employees to make a timely complaint to enable the Company to investigate and correct any

behavior that may be in violation of this policy. The Company cannot address issues if it is unaware of them. Any supervisor or manager who receives or learns about a complaint of harassment or retaliation must immediately report the complaint to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practical and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. We are committed to reviewing all reported concerns, conducting proper, fair, and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a complaint will necessarily depend on the nature and severity of the conduct. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company complies with the law in conducting investigations and expects that employees will cooperate with the Company and provide truthful information to facilitate an effective investigation, except when voluntary compliance with an investigation is being requested.

Manager's Responsibility

All supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to Human Resources so they may be investigated and resolved in timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, objecting to such conduct, or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit. The Company also will not tolerate retaliation by management or co-workers against an employee for reporting or complaining of unlawful discriminatory practices (including

harassment), for filing a complaint with a governmental agency, or for otherwise participating in any proceeding, including an investigation, in connection with such a complaint.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern to the highest-ranking on-site supervisor, any manager, or to any Human Resources Representative. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

Lactation Accommodation

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time. Where state law imposes more specific requirements regarding the break time or lactation accommodation, the Company will comply with those requirements.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

Employees should discuss with their manager the location for storage of expressed milk. In addition, employees should contact Human Resources during their pregnancy or before their return to work to identify the need for a lactation area. For employees working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

GENERAL EMPLOYMENT PRACTICES

Open Door Policy

At some time or another, you may have a complaint, suggestion, or question about your job, your working conditions, treatment you are receiving, etc. Your suggestions for improving the Company's operations are always welcome. Your complaints or questions are also of concern to the Company. For any issues that you are experiencing (if it is an issue regarding discrimination, harassment, or retaliation, please see complaint process above) we ask that you take your concerns first to your Restaurant General Manager or Manager in Charge, following these steps:

1. Bring the situation to the attention of your Manager in Charge (MIC) or Restaurant General Manager who should investigate and provide a solution or explanation.
2. If the problem is not addressed in a reasonable period or to your satisfaction, you may put it in writing to your Area Coach or the Human Resources department.

Please consider the Open Door Policy your right and as an invaluable resource. Your front-line position makes your comments invaluable. If your immediate supervisor is in the best position to respond to you, please speak to him/her in person. But you always have the option to contact your Area Coach, Region Director, or Human Resources. If you believe that your concerns have not been adequately addressed by management, please contact Human Resources regarding those concerns.

Human Resource Hotline: **1-800-510-6860**

Desert de Oro Foods Inc.

Restaurant Support Center

P.O. Box 4179 Kingman, AZ 86402

(928) 681-3344

Please note that some Company policies, such as the Unlawful Harassment policy, contain specific reporting procedures that should be followed. Employees should use the Open Door policy for complaints, concerns, and ideas that are not addressed through specific reporting procedures.

Nothing within this Policy prevents an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency charged with the enforcement of any laws.

Personnel Administration

The task of handling personnel records and related personnel administration functions at the Company is managed by our Human Resources Department in conjunction with the individual restaurants. Questions regarding insurance, wages, and interpretation of policies may be directed to your manager or Human Resources.

Your Employment File

Keeping your employment file up to date can be important to you with regard to pay, deductions, benefits, and other matters. If you have a change in any of the following items, please be sure to notify your manager or Human Resources as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Exemptions on your W-4 tax form
6. Driving record or status of driver's license if you operate any Company vehicles or if you operate a personal vehicle for business purposes.

Coverage on benefits that you and your family may receive under the Company's benefits package could be affected if the information in your personnel file is incorrect. Accordingly, if you maintain any benefits through the Company, you will also need to notify Human Resources of any changes to the following:

1. Number of dependents
2. Marital status
3. Change of beneficiary

Notice of Rights Regarding Personnel Records

The Company will generally make an employee's personnel records available for review during its normal hours of operation at the employee's place of employment or another nearby location. The Company may make the personnel record available outside of the Employee's normal business hours. The Company may require that a designated Company representative be present during the employee's review of his or her personnel record. After the review and upon the employee's written request, the Company will provide the employee with a copy of records that were signed by the employee, or as otherwise required by law. The Company will provide copies of personnel records as required by law to former employees upon written request.

Disputed Information

If you dispute any specific information contained in your personnel record, you may ask the Company to remove or revise the disputed information. If the Company does not agree, you may submit a written statement which specifically identifies the disputed information and explains your position. The Company will retain your statement along with the disputed information in your personnel records.

Employment Classifications

At the time you are hired, transferred, or promoted into a managerial, office, or restaurant position, you will be classified as regular exempt, regular non-exempt, or temporary. This classification will

determine whether you qualify for overtime pay. If you are unsure of your job classification, please ask your manager or Human Resources.

Regular Exempt Employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor or Human Resources with any questions or concerns regarding this status.

Regular, Non-Exempt Employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Employees will be informed whether their status is exempt or non-exempt and should consult their supervisors or Human Resources with any questions or concerns regarding this status.

Full-Time Employees are employees who are normally scheduled to work and who do work a schedule of at least 30 hours per week. Full-time employees are generally eligible for the employee benefits described in this Handbook and are provided with benefits required by applicable law.

Part-Time Employees are those employees who are normally scheduled to work and who do work less than 30 hours per week. Part-time employees are eligible for some, but not all employee benefits described in this Handbook and are provided with benefits required by applicable law.

Temporary Employees are employees who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

Team Members are non-supervisory, non-exempt employees working in the Company's restaurants.

Shift Leaders are non-exempt employees working in the Company's restaurants that can direct the work of other employees during a shift, but are not considered managers or supervisors.

Hire Date

The first day you report to work is your "official" hire or anniversary date. Your hire date is used to compute various conditions and benefits described in this Employee Handbook.

Employment of Relatives

The company may employ relatives of current employees except in the following situations:

- Relatives would be in a position to supervise another relative.

- Relatives have access to payroll and personnel records of a relative.
- Relative's audit, verify, receive, or are entrusted with money handled by the other relative.

In cases of marriage or a domestic partnership relationship or civil union between two employees, if the above guidelines apply, one of the employees must transfer out of their position to another. These guidelines apply to all categories of employment, including full-time, part-time, and temporary classifications. They also apply to all relatives and individuals who are not legally related, but who reside with another employee.

*Exceptions for special circumstances will be made at the Company's discretion.

Dating in the Workplace

Management realizes that while it is not necessarily in the best interests of the Company or the employees involved, romantic relationships may develop between co-workers. Employees must behave in a professional manner while working at the Company or while at Company functions and avoid engaging in conduct that violates Company policies. It is important to keep romantic relationships separate from the work environment.

The Company prohibits romantic relationships between supervisors and their direct reports or where the relationship interferes with either employees' work duties. Such situations can create an actual or potential conflict of interest. They may also lead to potential charges of sexual harassment or favoritism, or otherwise interfere with employee morale. It is for this reason that, should such a relationship occur, the supervisor involved must notify management or the Human Resources Department immediately. The Company will try to arrange a transfer. If no such transfer is available, one of the employees must terminate within 30 days. The decision as to which one resigns will be left to the two employees.

Work Schedule

Attendance

All Employees are expected to report to work as scheduled and to work scheduled hours and any required overtime. If you will be absent from or late to work, you must speak directly to your manager a minimum of two hours before your scheduled shift begins. Leaving a voice mail or sending a text message is not permitted. Employees are also responsible for making arrangements with their manager to cover their scheduled shift. If an employee must leave during the shift due to illness, certain state and municipalities' sick time laws may apply. At its discretion, the Company may require written documentation of the reason for your absence. The Company will record absences and/ or tardiness in your employment file and your attendance record may be considered when evaluating requests for promotions, transfers, leave of absences, or other employment actions. In addition, an unacceptable attendance record may result in disciplinary action up to and including separation of employment. If you fail to report to work and do not give your manager advanced notice (i.e., "No Call, No Show"), your employment with the Company may be terminated.

Overtime Pay

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. When it is necessary to work overtime, we will try to provide as much advance notice as practical.

Non-exempt employees will be paid 1½ times their regular hourly wage, or in accordance with state law, for any time worked over 40 hours, per brand work week (or over 8 hours per brand workday in California). The established work week for each brand is:

- For Taco Bell, KFC, Pizza Hut, Dickies BBQ and Fork in the Road, begins at 12:00 A.M. on Wednesday and ends at 11:59 P.M. on the following Tuesday.
- Whataburger begins at 04:01 A.M. on Wednesday and ends at 04:00 A.M. on the following Wednesday.

COMPENSATION & PERFORMANCE REVIEWS

Compensation Program

The total compensation program we offer is based on a balance of our Company's mission, individual expectations, and economic realities. In the administration of our plan, we consider an employee's efforts to serve our customers, continually improve the quality of our performance, control costs, and enhance flexibility for change. We believe our base pay, comprehensive benefits, and incentive programs all contribute toward each employee's complete compensation.

In making decisions about compensation, we take into account our total compensation philosophy, the Company's profitability, and group and individual performance. This is balanced with our desire to attract motivated, qualified employees to help us achieve our strategic goals.

Performance Reviews

Evaluating employee job performance and providing feedback is an important factor in making employment-related decisions. See your supervisor for information regarding our review process.

Timekeeping

All non-exempt employees are required to track and record the hours (to the minute) each day. This includes time of arrival to work and departure from work each day, and times of meal breaks. Working off-the-clock is not permitted under any circumstances. Managers must ensure that employees accurately record all time worked and may not encourage or permit an employee to work off-the-clock under any circumstances.

Wage Inquiries

The Company is committed to paying employees for the full amount of time an employee performs work on its behalf. If an employee has questions about wages, payroll, they should report the matter to:

- His or her supervisor/manager; or
- His or her Above Restaurant Leader; or
- The Human Resource Department

Time Clocks - Employees at Restaurants

To make sure you are properly paid, punch your timecard “In” at the beginning of the shift and “Out” at the end of the shift. The work in your department is planned on the basis that everyone reports on time. Tardiness, of course, results in lost time for which you are not paid. All required training is compensable time. All computer-based training, i.e., Learning Zone, must be completed by you (not someone else on your behalf) only at the restaurant during scheduled shifts.

Exempt employees are required to report monthly to their department manager only time off from their regular work schedule.

You should not punch another person’s timecard or permit anyone else to punch yours. Do not falsify information on your timecard. Such conduct will not be tolerated. Should you punch someone else’s timecard by mistake, notify your supervisor immediately. Understand that punching in time for any employee other than you is grounds for suspension and/or termination.

These records are only ones used by the Company to calculate your pay. It is very important that they are accurate and complete. Employees are expected to submit accurate and complete time records reflecting all hours worked. If you also chose to keep your own personal time records, you must provide them to the Company if you find a discrepancy between the Company’s records and your records. Contact your supervisor with any questions about how your pay is calculated. Promptly notify your supervisor if you notice any mistakes in your time records or your pay.

Also, notify your supervisor if you perceive that anyone is interfering with your ability to record your time accurately and completely. All reports will be investigated, and appropriate corrective action will be taken. The Company will not tolerate retaliation against employees for making a report or participating in an investigation.

Time Reporting – Restaurant Support Center

Non-exempt employees are required to complete a timecard daily. At the conclusion of each pay period, employees must sign a PVR – payroll verification report. It is necessary for employees to indicate whether the recorded hours are for time worked, or for time off.

Exempt employees are required to report monthly to their department manager only time off from their regular work schedule.

These records are the only ones used by the Company to calculate employee pay and paid time off balances. It is very important that they are accurate and complete. Non-exempt employees are expected to submit accurate and complete time records reflecting all hours worked. Employees who also chose to keep their own personal time records must provide them to the Company if they find a discrepancy between the Company’s records and their records. Employees should contact their supervisors with any questions about how their pay is calculated. Employees must promptly notify their supervisors of any mistakes in their time records or pay.

Employees must notify their supervisors if they perceive that anyone is interfering with their ability to record their time accurately and completely. All reports will be investigated, and appropriate corrective action will be taken. The Company will not tolerate retaliation against employees for making a report or participating in an investigation.

Meal Breaks

You should also punch your time record showing “out” and “in” for your lunch period. Employees must take a full 30-minute lunch period. Notify your supervisor immediately if your lunch is shorter than 30-minutes, different from the scheduled time, or if your lunch is interrupted by work.

Meal & Rest Breaks for Minors Under 18 in Utah:

- Minor employees must take a meal break of not less than 30 minutes no later than 5 hours after their workday begins. If, during the meal period, the employee cannot be completely relieved of all duties and permitted to leave the workstation or area, the meal period must be paid as time worked. Additionally, minor employees must receive at least a 10-minute paid rest break for each 4 hours or fraction thereof that they work. A minor employee cannot be required to work over 3 consecutive hours without a 10-minute rest break.

Meal & Rest Breaks for Employees in Nevada

Employees must take a 10-minute rest break for each 4 hours worked or major fraction thereof. Rest periods, if possible, must be in the middle of each work period. Employees whose total daily work time is less than 3.5 hours are not entitled to rest breaks. Authorized rest breaks count as hours worked and employees do not clock in and out for them. An employee that works at least 3.5 continuous hours is permitted:

- One 10-minute rest break if the employee works at least 3.5 continuous hours and less than 7 continuous hours;
- Two 10-minute rest breaks if the employee works at least 7 continuous hours and less than 11 continuous hours;
- Three 10-minute rest breaks if the employee works at least 11 continuous hours and less than 15 continuous hours; or
- Four 10-minute rest breaks if the employee works at least 15 continuous hours and less than 19 continuous hours.

Employees who work 8 continuous hours must be permitted a meal break of at least 30 minutes. Employees should clock in and out for their meal breaks. Employees are allowed to leave the premises for meal and rest breaks and they must be uninterrupted.

Pay for Exempt Employees

Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period on a bi - weekly basis. The Company is committed to complying with salary basis requirements that allow properly authorized deductions.

If you believe an improper deduction has been made to your salary, you should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction from your paycheck has occurred, you will be reimbursed in an off- cycle paycheck.

CONDUCT, STANDARDS & BEHAVIORS

Code of Conduct Policy

High standards of ethical behavior and workplace conduct make good business sense. They serve as the cornerstone of the Company's reputation. Our ability to attract customers and quality employees depends on this reputation. Your actions may enhance, maintain, or damage the standing that we have developed. Therefore, we expect you to exercise the highest standards of ethics and conduct in all your decisions that may impact the Company.

While the Code of Conduct cannot address every possible circumstance that may result in disciplinary action, the following is a partial list of conduct that could result in disciplinary action up to and including termination:

- Procedural and policy violations of any kind, including those listed in this Handbook and any Handbook Supplements, those involving safety, security, and cash handling and those pertaining to food safety (including the hand washing and glove usage policy and/or failure to notify the Restaurant General Manager, Above Restaurant Leader, or Quality Assurance of any illness or injury that may prevent you from handling or serving food in a sanitary and healthy fashion).
- Willful or negligent destruction, defacing, or damaging of the Company's property.
- Insubordination, including refusal to perform assigned work or refusal to follow your supervisor's instructions
- Falsifying Company documents, including but not limited to, time records, Form I-9 authorization documents, employment applications, Customer surveys, delivery time/order speed and inventory counts.
- Absenteeism, tardiness, or unavailability for work, unless authorized by a policy or law
- No Loitering (such as loafing, wasting time, or excessive visiting) in working areas inside the restaurant while on-duty or off duty, including on your day off.
- Not reporting for work as scheduled, not arriving on time and prepared to start work as scheduled, not remaining at work for their entire work schedule (except for meal or break periods, or when required to leave on authorized Company business or otherwise authorized to leave).
- Distributing or posting literature or soliciting coworkers or customers during working time and in sales or working areas. (This restriction is not applicable to non-working areas, such as break rooms or parking lots, see below policy "Solicitation and Distribution").
- Sales of alcohol and tobacco to minors (see below policy).

- Engaging in physical or verbal arguments with guests or coming out from behind the counter to confront guests. If a situation escalates, use the panic button at the front counter or call 911. Never leave your work area to confront a guest.
- Abusing or violating the Meal policy, or trading food or beverages with others (i.e., trading pizza for free gas, etc.).

These grounds for discipline or separation of employment are not all-inclusive; however, they are provided to give employees guidelines regarding what conduct the Company views as inappropriate. This policy does not alter or limit the policy of at-will employment and employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, and the Company may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions, and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

As always, if you have questions regarding what conduct is appropriate, we encourage you to talk with your supervisor.

Ethics & Integrity Policy

The Company holds to ethical practices and cares about how results are achieved. It is expected that each employee will conduct Company business with integrity and comply with all applicable laws and policies in a manner that excludes considerations of personal advantage or gain. In performing your job, keep in mind that:

- Unethical and/or dishonest behavior is prohibited and may result in disciplinary action up to and including separation of employment.
- If the Company determines that results were obtained by unethical means, i.e., falsification or misrepresentation, the Company may suspend, cancel, or withhold a bonus payout if applicable. If any funds are owed to the Company, then the Company may seek restitution to collect such funds owed.
- It is the responsibility of each employee to report to the next level of management any unethical business behavior, dishonestly, or falsification. Every employee has the responsibility to ask questions, seek guidance, and report suspected violations and express concerns regarding compliance with this policy. Retaliation against employees who use these reporting mechanisms to raise good faith concerns will not be tolerated.

Sales of Alcohol and Tobacco

It is illegal to sell alcohol, tobacco, or another age-restricted product to customers who are underage. In locations that sell age-restricted products, the Company requires sales personnel to ask for valid identification from any customer to verify age before selling such items.

Forms of identification accepted by state and federal laws are:

1. A valid state-issued driver's license with a photo.
2. A valid state-issued ID with a photo.
3. A valid federal-issued Military ID with a photo.
4. A valid Passport with a photo.
5. A valid Immigration Card with a photo.

Example of age-restricted items and the legal age to purchase them are:

- Alcohol products and non-alcoholic wine and beer cannot be purchased by anyone under the age of 21. Tobacco products cannot be purchased by anyone under the age of 21. You must request a valid ID and verify their age before making the sale.

Violations

Any violation will lead to separation of employment, a penalty/fine, and possible criminal charges for all employees involved. Any penalties or fines charged to the restaurant will be directly charged to the restaurant's P&L. Any penalties or fines charged to the Employee will be the sole responsibility of the Employee.

Confidential Information

As an employee of the Company, you may have access to proprietary, sensitive, or Confidential Information (defined to include, but not limited to, information pertaining to the Company's customer names, and information, financial information, business plans, methods of operation and techniques, product specifications, product costs, pricing information, or any other similar information that is designated confidential by the Company). It is in our mutual interest to protect the Company's Confidential Information. You must maintain in strict confidence all of the Company's Confidential Information.

Disclosure of confidential information might seriously damage the Company's or client's competitive position and therefore such action will not be tolerated. This non-disclosure prohibition applies both during and after an employee's employment. Any copying, reproducing, or distributing of confidential information in any manner must be authorized by management.

Confidential information remains the property of the employer and any documents or materials containing confidential information must be returned to the Company upon separation or at any time upon demand.

Conflicts of Interest & Outside Employment

If an employee finds that he or she has, or is considering, the assumption of a financial interest or outside employment relationship that might involve a conflict of interest with the Company, or if the employee is in doubt concerning this policy, he or she should promptly discuss the matter with their supervisor and refrain from taking any action that might reasonably be considered to be affected by any adverse interest. Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

Personal Appearance

Employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the need to interact with customers. Below are a few guidelines for a professional appearance:

- All employees should practice common sense rules of cleanliness and comfort.
- For employees visiting or working in restaurants: slip resistant shoes must be worn at all times.
- All clothing must be in good condition without holes or tears.
- Tattoos, if visible, may not include profanity, gang association, or be offensive in nature. Note: a long sleeve shirt may be required in certain instances to cover any such tatoos. Absolutely no facial tatoos are permitted.
- Tank tops, tee-shirts, leggings, joggers, athletic suits, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.
- Cell phones, MP3 players and other personal media devices are not permitted on your person or in customer view during working time and in working areas. These items may only be used in designated areas during your break or meal periods or non-working time.
- No eating, drinking, gum chewing and absolutely no smoking in customers view at any time. (All drinks must be covered with a lid at all times).

We encourage employees to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity or to differentiate or impose restrictions or requirements based on gender or sex. The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition, or disability. Employees who need such an accommodation should contact their supervisor or Human Resources. This policy will be interpreted to comply with applicable local, state or federal law.

Drug & Alcohol Policy

This Policy is established for the purpose of providing a safe working environment. To that end, the Company prohibits the use, sale, manufacture, distribution, or possession of alcohol (except as part of business operations), drugs, controlled substances, medical marijuana (including marijuana products), or drug paraphernalia on any Company premises or work sites. This

prohibition includes Company-owned vehicles, or personal vehicles being used for Company business or parked on Company property.

Additionally, Desert de Oro Foods Inc. may take disciplinary action, including discharge, for the illegal off-duty use, sale, manufacture, distribution, or possession of drugs and controlled substances and the illegal use or distribution of alcohol.

Prescription Medications

When an employee must take prescription or over-the counter drugs, the employee must ask the medical professional or pharmacist if the drug has any side effects that may impair the employee's ability to safely perform the employee's job duties. If there is potential impairment of the employee's ability to work safely or productively, the employee must report this information to the supervisor. With input from the employee, the Company will determine if the employee should work in his regular job, be temporarily assigned to another job, or be placed off work.

Marijuana

In states protecting both the medical or recreational use of marijuana, the Company will not discriminate against an employee who lawfully uses or possesses medical or recreational marijuana outside of work premises and outside of work hours.

In states authorizing the use of medical marijuana, the Company will not discriminate against an employee on the basis of being a lawful, registered medical marijuana user. Employees who test positive for marijuana in those states will be required to provide proof of lawful medical use of the substance.

Marijuana and "marijuana products" include products that contain portions of the marijuana plant and sold as foods, as well as CBD products and vape cartridges that contain more than 0.03 percent THC or tetrahydrocannabinol (the best known psychoactive chemical in marijuana). Marijuana products may include products marketed as CBD or cannabidiol, Delta-8 THC, synthetic marijuana, and cannabis derivatives that are made unlawful as a matter of federal or state law. Although CBD products that contain only trace amounts of THC are available nationwide, the company has no way to discern what products may contain unacceptable levels of THC and therefore has chosen to prohibit the use possession of these products on site, much as it regulates the use and possession of alcohol during the work day.

The Company will accommodate individuals who use marijuana away from work where it is required to do so by law and consistent with its commitment to promoting and maintaining a safe workplace. As with alcohol, under no circumstances may any employee use or possess marijuana or marijuana products while on Company premises, while working (including meal and rest breaks) or while present in a Company supplied vehicle, and employees are subject to discipline if they come to work impaired, even if their use is otherwise permitted by state or local law. Employees should reach out to their Human Resources contact if they have questions about our policies on marijuana use and their application to that individual's role or position.

State medicinal marijuana laws do not apply to employees who must hold a CDL as part of their job duties.

In states authorizing medical or recreational use of marijuana, in lieu of or in addition to a drug test, the Company will consider some or all of the following factors in determining whether an

employee has used, possessed, or is impaired by marijuana on work premises or during work hours:

- Presence of drug paraphernalia, including but not limited to pipes, shredded leafy debris, rolling papers, small bottles of oil, small metal clips, eye droppers, or any food or beverage item that contains cannabinoids and/or THC;
- Physical changes, including but not limited to bloodshot eyes, fast heart rate, lethargy, lack of coordination, the smell of marijuana on body, breath, or clothing; and/or
- Change in action, including but not limited to confusion, lack of focus, loss of train of thought during conversation, loss of motivation, unusually talkative, misjudging time, inappropriate laughing or giggling, or paranoia

No employee shall report to work or be at work with alcohol or with any detectable amount of prohibited drugs in the employee's system. Additionally, in states where medical marijuana is permitted, a medical marijuana registry identification cardholder may not work while impaired by medical marijuana.

Testing

The Company may test for the presence of: Alcohol including ethanol, ethyl alcohol, isopropanol, and methanol; Marijuana/Cannabinoids, Cocaine, Amphetamines, Methamphetamines, Methylphenidates, Hallucinogens, Methaqualone, Opiates, Opioids, 6-Acetylmorphine (Heroin), Ecstasy/MDMA, Phencyclidine (PCP), Ketamine, Barbiturates, Benzodiazepines, Methadone, Propoxyphene, Methaqualone, Fentanyl or the metabolites thereof as permitted by local, state, or federal law.

Therapeutic levels of medically prescribed drugs will not result in a positive drug test. Should you have a prescription for a medication and/or medicinal marijuana card, you should share that fact with the testing company, who will note this fact with your submitted test. This documentation will be kept confidential by the drug testing company.

Medical Review and Excused Test Results -- Any employee who tests positive for drugs will be contacted by a Medical Review Officer (MRO) (a medical professional with an expertise in toxicology) and offered an opportunity to discuss in confidence any legitimate reasons that could explain the positive drug test (e.g., evidence that the individual holds a prescription for the substance detected). The MRO may also review suspected adulterated, substituted, and dilute specimens and make determinations about their validity.

If the employee provides an explanation acceptable to the MRO that the positive drug test result is due to factors other than the illegal consumption of drugs, the MRO will order the positive test result to be disregarded and will report the test as negative. Otherwise, the MRO will verify the test as positive and report the result. Individuals also may bring concerns about their test results to the attention of the Company within seven (7) days of the date they learn of the test results.

In the case of alcohol, a positive test result will be based on an alcohol concentration of .04 or greater, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent. In the case of illegal drugs, a positive test result will be based on recognized cutoff levels established by the testing laboratory.

As permitted by federal, state, and local law, testing may be limited to urine, saliva, and breath, which when tested are capable of revealing the presence of alcohol or other drugs and their metabolites.

Consent: Prior to testing, employees will be required to sign a consent form and limited release of medical information, in compliance with state and local laws. Failure to consent to the test will be treated as a positive result.

The Company undertakes testing in the following situations and under the following conditions:

- Reasonable Suspicion and/or Post Accident Testing
 - The Company may require employees to submit to a drug and/or alcohol test to determine the presence of alcohol or drugs, or the improper use of prescription drugs, where the Company has reason to suspect that an employee may be under the influence of and/or impaired by alcohol or drugs.
 - The Company may test an employee for drugs or alcohol when a supervisor or manager, based on specific and articulable facts and reasonable inferences drawn from those facts in light of experience, has reasonable suspicion that the employee is using or has used alcohol or drugs in violation of this Policy in a manner that adversely affects or could adversely affect the employee's job performance. Such facts and inferences may be based upon, but not limited to, any of the following:
 - (1) Observable phenomena while at work such as direct observation of alcohol or drug use or abuse or of the physical symptoms or other manifestations of being impaired due to alcohol or other drug use.
 - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (3) A report of alcohol or other drug use provided by a reliable and credible source.
 - (4) Evidence that an individual has tampered with any drug or alcohol test during the individual's employment.
 - (5) Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on Company premises or while operating Company's vehicle, machinery, or equipment.
 - (6) Evidence that an employee caused or contributed to an on-the-job accident that caused any person to sustain a personal injury sufficient to warrant off-site medical evaluation, at the employee's or the Company's discretion, or that caused significant property damage.

All testing must occur as soon as possible following the incident that led to the test, and in any event, within 24 hours. Individuals asked to submit to a test where there is reasonable suspicion of substance abuse will be escorted to or provided with transport to the site where the alcohol and/or drug test will be conducted, and then provided transport home pending the outcome of the

testing process and any related investigation. Failure to report for testing promptly when instructed to do so may lead to termination. Employees who refuse to submit to a drug and/or alcohol test when required by this policy may be terminated. Attempts to adulterate, substitute, dilute, tamper with, or otherwise evade the testing process will be treated as a refusal to test.

Testing will normally occur during, or immediately before or after a regular work period. The time for testing and transportation to and from the testing facility is considered work time and employees will be paid their normal hourly rate during the testing and travel time. The Company will pay for all drug and alcohol testing it requests or requires. The Company will require the employee being tested to be driven to and from the testing facility, either by a supervisor or other designated employee or by taking a cab for which the Company will pay.

Testing Procedures

The collection and testing of samples will be compliant with applicable federal, state, or local law.

Only laboratories that are properly approved to conduct drug and alcohol testing by the U.S. Department of Health and Human Services, the College of American Pathologists or the Arizona Department of Health Services will test specimens.

Professional personnel at the testing facility will privately collect urine, breath, hair, blood and/or other specimens. In the absence of a reasonable suspicion that the employee will alter or substitute a urine specimen, the collection personnel will not directly observe the collection of the urine specimen, except where prohibited by state law. Specimens will be tested only for the presence of alcohol, illegal drugs (a drug that is unlawful to use or possess under federal, state, or local law), and their metabolites.

The Company will rely only on positive initial screening test results that also have been confirmed by methods of confirmatory analysis provided for by the U.S. Department of Health and Human Services, the College of American Pathologists, or the Arizona Department of Health Services ("confirmatory test").

Suspensions Pending Test Results

Employees who are required to undergo drug and/or alcohol testing under this policy may be temporarily suspended pending receipt of test results and written explanations. If an employee is suspended and the final confirmatory test result is negative, the employee will be reinstated immediately with full back pay as long as there are no other policy or procedure violations. If the employee is not reinstated due to other matters, the employee will be reinstated immediately and if the employee lost wages while out, reimbursed with full back pay.

Any action taken against an employee will be based only on the results of a confirmed and verified positive drug or alcohol test, and in states where required, additional contemporaneous evidence of impairment.

An employee who tests positive on a confirmed drug or alcohol test will be subject to discipline, up to and including immediate termination as permitted under federal, state, or local law. In some states and under some circumstances, an employee may be offered rehabilitation in lieu of discipline. In such cases, failure to comply with the rehabilitation program will be grounds for further discipline up to and including immediate termination. Please check with your local HR representative as to the application of specific state laws.

Test Result Reports

An employee who is the subject of a drug or alcohol test and for whom a confirmed, positive test result is reported, may request access to records relating to the test as provided by applicable federal, state, or local law.

The Company or its designee will promptly communicate test results to the tested employees. Tested employees have the right, upon request, to obtain the written results of their test and the right, upon request, to an explanation of a positive test result in a confidential setting. If the laboratory result is a confirmed positive and the individual does not provide an acceptable explanation of a legitimate use of the controlled substance or a legitimate reason why alcohol is present, the employee will be subject to disciplinary action, up to and including termination.

Confidentiality

All communications received by the Company relevant to drug and alcohol testing and/or test results will remain confidential and test results reports and other information will not be disclosed to any third parties except as authorized by the employee or as authorized, permitted, or required by applicable law.

Tobacco-Free Work Environment

The Company wants to promote a healthy work environment. Therefore, smoking in any form through the use of tobacco products (chewing tobacco, pipes, cigars, and cigarettes) or 'vaping' or 'e-smoking' with e-cigarettes is prohibited anywhere on the Company's property, except in designated areas. If you are uncertain which area has been designated at your work location, please ask the Manager in Charge. Smoking in any form and other use of tobacco is prohibited during working hours except on authorized breaks. This restriction applies to all employees, vendors, visitors, and guests in our dining rooms.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of Company employees or persons providing services to the Company. Unless this prohibition is contrary to state or local law, the workplace specifically includes Company parking lots or other parking areas provided by the Company. This policy prohibits the possession of concealed weapons as well as weapons carried openly as allowed by law. Lawfully possessed firearms and ammunition may not otherwise be removed from an employee's personal vehicle or displayed to others for any reason.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Guests and Visitors

Visits from friends and family are to be kept to a minimum to preserve an appropriate work environment. It is extremely important that the impression left with the Company's visitors is that of a professional organization with the highest standards of conduct.

For the Restaurant Support Center, emergencies in which children must be in the office for an extended length of time are to be kept to an absolute minimum. The Company may not be used as a substitute for regular childcare of employees' children. On those occasions when children are present, they should not be allowed to disrupt others in the office. Your child is your responsibility and must be always under your direct supervision. If a child is ill, you must present a doctor's note to your immediate supervisor indicating the child is not contagious. Under no circumstances may children provide work for the Company unless the child is hired as an employee pursuant to Company policies. If you wish to bring a minor child to work, you must receive prior authorization from your supervisor.

Threatening/Violent Conduct

The safety and security of employees is of vital importance to the Company, therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect Company employees or that occur on the Company's premises, will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur. Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and

- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of [Company Name] or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor or manager or Human Resources.

Personal Vehicle Use for Business Purposes

In general, the following applies to all Employees using his or her personal vehicle for business purposes, but does not apply to delivery drivers for the Company who are governed by the Delivery Driver Policy.

Your driving is a direct reflection on you and the Company. We require all Employees who drive for company business purposes to:

- Abide by all traffic laws.
- Heed all traffic signs and signals.

- Practice defensive driving.
- Maintain good driving records.
- Have a valid driver's license.
- Proof of current vehicle insurance.

No Solicitation/No Distribution Policy

One of the most important part of our jobs is creating and maintaining good customer relations and customer experiences in our dining areas. We do a variety of things (advertising, promotions, community events) to attract customers to the restaurants and keep them coming back. It is important to treat our customers so well that they wouldn't think of dining anywhere else. If there were no customers, there would be no restaurant.

In order to ensure that our customers have the most prompt, efficient, and pleasant dining experience and service possible, it is important to observe a few basic rules concerning solicitation, the distribution of literature and other materials, and store access:

- Employee Solicitation:
 - Employees are not permitted to solicit during working time and in dining areas. An employee may not solicit another employee during either employee's work time.
- Employee Distribution of Literature:
 - Employees are not permitted to distribute literature during working time or in working areas.
- Definitions:
 - Work Time - Time that an Employee is expected to be available to perform work duties. Working time does not include time that an Employee is on break, meal break, or otherwise properly not expected to perform his duties.
 - Work Area - Any area where an Employee customarily performs their work. Work areas do not include areas such as the parking lot, restroom, break rooms, public sidewalks, or other areas not involving production or customer service.
- Solicitation by Non-employees:
 - Non-employees are prohibited from soliciting or distributing materials for any reason on company property at any time.
- Bulletin Boards:
 - Bulletin boards are for Company business only.

Nothing in these guidelines is intended to interfere, restrain, prohibit, prevent or discourage an employee's right to discuss terms and conditions of employment, to try and improve these conditions, or to engage in any form of legally protected, concerted activity.

Bulletin Boards: bulletin boards are for company business only.

Workplace Searches

An employee's acceptance of employment with the Company constitutes his or her acknowledgment that the Company may search his or her work area and personal belongings on Company premises and constitutes his or her consent to such searches. An employee's violation of his or her duty to cooperate in any company search may result in discipline up to and including separation of employment.

Employees may not furnish their own locks or other security devices for purposes of securing their personal belongings at work. Instead, the Company will issue an employee a lock for a secured area. The Company will document and maintain all employee-issued locks or security code.

In addition to conducting searches, the Company may use surveillance equipment at any time and in any place permitted by law. The Company reserves the right to seize all drugs, alcohol, paraphernalia, other contraband, weapons, and other prohibited items found on its premises and turn over such evidence to the appropriate authorities.

Because a search might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Company.

The Company's Property

In order to ensure access at all times to Company property, and because employees properly in possession of Company property or information related to Company business may not always be available, the Company reserves the right to conduct a routine inspection or search at any time for Company property on Company premises. In addition, the Company may conduct unannounced searches for illegal drugs, alcohol, paraphernalia, other contraband, weapons, or other prohibited items on Company premises. Such searches may be conducted at any time, with or without police involvement. Searches may be conducted without the Employee being present, and without his or her knowledge or consent.

Employees are expected to cooperate in the performance of such searches upon request. All fixtures, furniture, equipment, and office furnishings located on Company premises are the Company's property and subject to inspection or search with or without notice at any time as may be deemed advisable by the Company's management. All areas on the Company's premises including, but not limited to, lockers, desks, work areas, storage areas, cabinets, equipment, cash registers, and file cabinets are under the Company's control. Employees have no privacy rights with respect to such areas.

Employee Belongings

The Company may search employees' personal belongings for illegal drugs, alcohol, paraphernalia, other contraband, weapons, or other prohibited items on the Company's premises.

Such searches may be conducted at any time, with or without police involvement. Although searches may be conducted without the employee being present, the Company will request the employee's consent prior to the search. Refusal to give consent may result in disciplinary action, including termination. Employees are expected to cooperate in the performance of such searches upon request. Items such as purses, backpacks, bags, pockets, wallets, lunchboxes, other carrying devices, and personal vehicles parked on the Company's premises are subject to inspection.

Confidentiality During Searches

Managers conducting workplace searches are instructed to keep information relating to the search as confidential as possible and only disclose such information to the Company personnel who need to have the information to carry out the Company's policies. If a manager obtains information concerning an Employee during a search that is not work-related (e.g., the Employee's use of prescription drugs, the presence of birth control devices, etc.), that information shall not be disclosed.

Electronic Device & Computer Usage

Desert de Oro Foods Inc is committed to maintaining the integrity of its confidential and proprietary information and preventing unauthorized access to the Company's information and helping to safeguard employees through the use of its technology infrastructure.

Restaurant Recording Policy

The use of any type of camera, video, or other recording device, including cell phone cameras by an employee is prohibited within the restaurant's dining areas to promote the customer experience. Exceptions are for customers' personal photos and for business activities preapproved by the Above Restaurant Leader or corporate Marketing Department. Due to different state laws concerning recordings and privacy, employees may not record, photograph or videotape another employee without that employee's knowledge and approval. An employee should not record, photograph, or videotape any customer, business provider, or competitor without that person's knowledge and approval.

Employees are not prohibited from photographing, taping or recording, or attempting to record any person, document, conversation, communication, or activity that occurs at, or is related to the business activities of the Company. However, the following are examples of restrictions that do apply:

1. Working time is for work. Unless photographing, taping or recording is required as part of a job function you are performing, it should not be done during your working time. Photographing, taping or recording during non-working time is permitted, subject to the other qualifications below.
2. If photographing, taping or recording would violate other Company policies, such as the Company's policy prohibiting discrimination based on any protected characteristics, it is not permitted at any time.
3. Photographing, taping or recording Company trade secrets or other confidential information, such as customer lists, internal financial information and account numbers,

proprietary technical formulas and processes, and protected medical records, is not allowed at any time.

4. Photographing, taping or recording that infringes on reasonable expectations of privacy, such as the privacy of co-workers using restrooms and locker rooms, is not permitted.
5. Recording coworkers without their knowledge or consent may infringe on their privacy rights. Nonconsensual recordings may be viewed as particularly intrusive and unreasonable, and result in claims of illicit harassment; be aware that some religions may prohibit the taking of photographs or videos of members of that religion.
6. Some jurisdictions have laws that prohibit recordings of any person without their knowledge or consent. Recording in any manner that violates state or federal law is prohibited.

Photographing and videotaping is not restricted when employees are acting in concert for their mutual aid and protection and no overriding contrary interest is present. Consistent with the foregoing, recordings may include employees documenting workplace conditions, or other terms or conditions of employment.

COMPUTER NETWORK AND RELATED EQUIPMENT

The Company's computer network includes but is not limited to all file servers, computers, printers, scanners, hubs, communications servers, fax servers, e-mail systems, Internet services, modems, cell phones, tablets, laptops, and any other equipment which is owned by the Company and transmits and receives data from the Company's private data network through any wired or wireless telecommunications equipment or service. The network consists also of all data contained therein or on any removable media, including copies and original software media and documentation. Any message or file created, stored, and/or sent using the Company's computer network is the property of the Company.

Employees should have no expectation of privacy in any message, file, or software that is created, stored, sent, or retrieved using Company equipment or the Company's computer network. All data, which resides on the Company's Computer Network is considered the property of Desert de Oro Foods Inc. and may be subject to discovery in the event of litigation. Any use of Company equipment for personal use including social media, emails, web-browsing, telephone calls, etc. is forbidden.

Any Desert de Oro Foods Inc Computer Network equipment and related services may not be used for transmitting, retrieving, or storing any communications of a defamatory, discriminatory, illegal, or pornographic nature. You also may not use abusive, profane, or patently offensive language. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by Company policies is unlawful and strictly prohibited.

You may not engage in any illegal activities including piracy, cracking, hacking, extortion, blackmail, copyright infringement or the unauthorized or attempted unauthorized access of any computers or systems which you have not been granted access including any asset of the Company's Computer Network. Unless otherwise noted, all software on the internet should be

considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder. Full social security numbers must not be transmitted via electronic media. Company practice is to use the last four digits, if necessary, for identification purposes. Electronic media may also not be used for any other purpose that is illegal, or contrary to Company policy. Solicitation of non-Company business or any use of the Company's e-mail for personal pecuniary gain is prohibited. Communications that disclose confidential or proprietary Company information, financial data, sensitive or personal information of clients is not to be shared with anyone outside of Desert de Oro Foods Inc without prior approval from HR or the Risk Department and only then on an as-needed basis. Any internal Communications which contain any sensitive information must be conducted on an as-needed basis. Communications of this nature to an e-mail group or distribution list is prohibited.

Computer equipment should not be removed from the Company premises without written approval from a department head. Upon separation of employment, all Company equipment should be returned to the Company via your Manager or the person whom you report to. This person is then required to immediately return such devices to the Desert de Oro Foods Inc IT Lifecycle Manager.

Employees in possession of Company equipment such as cell phones are expected to protect the equipment from loss, damage, or theft. Any devices that are not returned or are returned in a damaged condition may be subject to replacement or repair costs on such equipment paid by the employee as allowable by law.

Any network transmission or access via any Desert de Oro Foods Inc network including the cabled, Wi-Fi, VPN, or leased line networks may be monitored, recorded, or reviewed to ensure that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability of the Corporate Computer Network, and for operational security. By utilizing any Desert de Oro Foods Inc network, you explicitly consent to and acknowledge the possibility of such monitoring whether such access occurs on DDOF owned or personal device.

E-Mail Use

The Company encourages the use of e-mail because it makes communication more efficient and effective. The following guidelines have been established for Employee use of e-mail. Any improper use of e-mail will not be tolerated.

Employees are responsible for the content of all text, audio, or images that they place or send over the Company's e-mail system. All messages communicated on the Company's e-mail system should contain the sending Employee's name. It is impermissible to send communications that conceal the sender's identity, such as the use of aliases or anonymous mailers.

All messages created, sent, or retrieved over the Company's e-mail system are the property of the Company and should be considered public information. The Company reserves the right to access and monitor all messages and files on its e-mail system. In addition, the Company may access messages that have been "deleted" by Employees.

Desert de Oro Foods Inc Employees are required to utilize email addresses provided by Desert de Oro Foods Inc to establish all accounts for online services that require a username, password, and/or email address for or from which Desert de Oro Foods Inc business is conducted. This includes any software or hardware registration or registration at any third-party website.

Conversely, it is forbidden to utilize any email address provided by Desert de Oro Foods Inc for the registration at any third party's website or service for personal use.

Nothing in this Policy is intended to interfere, restrain, prohibit, prevent or discourage an employee's right to discuss terms and conditions of employment, to try and improve these conditions, or to engage in any form of legally protected, concerted activity.

Restricted Access

Access to the Company's computer network and its components will be granted only to employees who need access in order to perform their assigned job duties. Unauthorized use of the Company's equipment or unauthorized access to restricted information is strictly prohibited.

Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers. The Company reserves the right to audit any Company computer to determine what software is installed on the local drive(s). The purchase of any software product should be directed to the Desert de Oro Foods Inc. Corporate IT Department for review and approval and to facilitate license tracking and license compliance.

Password Security

Ensure security of your passwords and the passwords of other computer users. You are responsible for the electronic transactions of your ID and Password. The following practices will promote password security:

- Do not share passwords with anyone.
- If someone else knows your password, you are responsible for changing it.
- Never leave a computer without signing off.
- Respect the privacy of other users when they sign on with a password.
- Only the person who is signed on may use a computer that is secured by passwords.
- Refuse to sign on using another person's password.
- If you become aware of someone else's password, insist that the unsecured password be reset.
- Avoid choosing a password that is obvious or short like names, initials, or repetitive numbers.
- All vendor-supplied defaults must be changed.

Desert de Oro Foods Inc reserves the right to modify or enforce password security options on its Computer Network at any time.

Data Security and Transmission Policies

Desert de Oro Foods Inc Employees are required to use approved encryption and transmission technologies which may be defined by the Corporate IT and/or Risk Management Departments to preserve the confidentiality of, control access to, and control accessibility to any data that is deemed confidential, sensitive, private, or restricted. This data includes any trade secrets, business plans, financial data, confidential information, Protected Healthcare Information (PHI), Electronic Protected Healthcare Information (EPHI), social security numbers, or any data regulated by the Health Insurance Portability and Accountability Act (HIPAA) or the Payment Card Industry Data Security Standard (PCI-DSS). Collectively this information will be referred to as “confidential information” for the purposes of this policy. This policy applies to all information resources as defined by this policy involved in the transmission process, electronic or otherwise, of said information.

Transmission or dissemination of all confidential information must be the minimal amount of information necessary to comply with the request or use. All transmissions of a confidential nature to an entity outside of Desert de Oro Foods Inc must utilize an encryption mechanism between the sending and receiving entities approved by the Corporate IT Department, its consultants, or Risk Management.

All storage of data of a confidential nature on any removable media including CDs, DVDs, magnetic tape, removable hard drives, flash drives, USB drives, thumb drives, etc. or other hardware devices which store data must be encrypted to ensure that such confidential information is protected against unauthorized use or disclosure in the event of loss or theft.

Under no circumstances will transmissions of confidential information via email outside of the Desert de Oro Foods Inc be allowed without e-mail encryption, which may be approved by the Corporate IT Department, its consultants, or Risk Management’s approval.

Under no circumstances will any “file sharing” or “Drop box” style service provided by a third-party be allowed for the storage, transport, or transmission of any confidential information without the Corporate IT or Risk Management Departments approval. Under no circumstance shall confidential information reside on the desktop, My Documents, or any related hard drive or folder of any restaurant PC, laptop, or mobile device for longer than is necessary to successfully transmit the information via an approved method to the RSC. Any confidential information which resides on any storage medium on any such devices where there is a legitimate business need must employ encryption technologies to secure such information.

Under no circumstance should any confidential information be relayed to any third party, including verbally, who does not have a direct need to know such information.

Under no circumstance will the transmission or copying of any confidential information to your, or any other employee’s personal email account, an email account outside of the control of Desert de Oro Foods Inc., or any third party be tolerated where there is no business requirement of such transmission, or the transmission appears to be malicious or illegal in nature. Such transmission will be investigated as data theft and may be turned over to authorities for prosecution of data theft or identity theft laws.

Under no circumstance should any Employee of Desert de Oro Foods Inc. utilize an unsecured or “free” Wi-Fi hotspot to access corporate information without the use of an approved Virtual

Private Network. All encryption technologies must be approved by the Corporate IT Department, its consultants, or Risk Management.

Corporate Private and Guest Wireless Internet Access

To facilitate communication and control security, Desert de Oro Foods Inc may provide Wi-Fi access at your location. All devices that are owned by Desert de Oro Foods Inc must connect to the secure corporate WiFi network, if provided. Such networks will be denoted by “Private” at the end of the wireless network name. Under no circumstances should the Wi-Fi password be provided to any Desert de Oro Foods Inc employee that does not have a company owned device.

Under no circumstances should the Wi-Fi password be provided to any third party or person who is not an employee of Desert de Oro Foods Inc.

Under no circumstances shall any personal or non-Desert de Oro Foods owned devices be joined to a secure corporate network as denoted by a “Private” indication in the Wi-Fi Network name. Such devices should only be joined to the “Guest” network. Any personal devices violating such policies will be blacklisted from the corporate Wi- Fi network, as determined at the sole discretion of the Corporate IT Department or its consultants.

Any network transmission or access via any Desert de Oro Foods Wi-Fi network including the Private or Guest network may be monitored, recorded, or reviewed to ensure that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability of the Corporate Computer Network and for operational security. By utilizing any Desert de Oro Foods Wi-Fi network, you explicitly consent to and acknowledge the possibility of such monitoring whether such access occurs on a Desert de Oro Foods Inc owned or personal device.

Internet Usage and Related Communications

Access to the Internet is restricted to use for Company business purposes. Employees should have no expectation of privacy in any use of Internet services provided by the Company. Employees with access to the Company’s Internet service are expected to act in a professional business manner.

No Employee may create or maintain any personal Internet posting during work hours. The use of Company computer networks (or other Company-provided devices) to create or maintain Internet postings of any type including Social Media sites, even outside of work hours, is strictly prohibited.

Voice Mail

Employees are responsible to make certain their voice mail messages are reviewed in a timely fashion. When employees know that they are going to be out of the office for a day or more, they must leave messages on their voice mail stating when they will be returning messages, and who will be an alternative contact in the meantime.

Telephones/Cell Phones/PDAs

No employee is allowed to use their personal devices (cell phone, iPad, etc.) for work purposes. Certain employees issued a Company device must use such device for business purposes and personal use should be limited. Any devices issued to employees are Company property and the Company may, at any time, monitor any employee's use of the phone and may audit the phone bills to ensure that no unauthorized use has occurred. Personal use of the Company's telephones (in offices, etc.) for long distance calls is not permitted.

While at work, employees are to exercise discretion in using their personal devices and are not as they do when using Company phones. Personal devices of any kind are not permitted on your person or in customer view during working time and in working areas. These items may only be used in designated areas during your break or meal periods or non-working time. Personal calls should only occur in cases of emergencies and should always be out of sight of customers. Under no circumstance will the Company be liable or responsible for lost or stolen personal devices brought to the workplace.

Cell Phone Use/Texting While Driving

Employees whose job responsibilities include regular or occasional driving and who are issued a Company cellular telephone are expected to put safety first. Therefore, Company-supplied cellular telephones must not be used while driving. Specifically, using a handheld electronic communication device of any kind and for any reason (including for calls, texting or to watch or stream video) while driving is prohibited by this policy as well as numerous laws.

If an employee receives a call or text while driving, the employee must pull over safely, park, and then either address the call or text. If an employee needs to make a Company-related call or send a text, they must also pull over safely, park and then place the call/send the text.

Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Company-issued telephones or devices while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law. Employees whose job responsibilities do not specifically include driving, but who are issued a Company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

Social Media Policy

This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, micro blogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, if there are situations where news stations, radio personalities and or they visit a restaurant or call seeking information from the Company, the Company will respond to these media requests only through the designated spokespersons:

- Shawn Pianesi (928)-530-9266 for Taco Bell, KFC, FITR, Dickey's BBQ and Whataburger

- Matt Simpson (602)-489-1456 for Pizza Hut.
- Employees are not authorized to comment for the Employer in these situations. This does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have been specifically authorized to do so by an officer of the Company.
- This Policy does not apply to communications by employees, not made on behalf of the Company, concerning a labor dispute or other concerted communications for the purpose of mutual aid or protection protected by the NLRA.

The following principles apply to appropriate use of social media on behalf of Desert de Oro Foods Inc. as well personal use of social media when referencing Desert de Oro Foods Inc.

- Employees need to know and adhere to the Company's Code of Conduct, Employee Handbook, and other Company policies when using social media in reference to Desert de Oro Foods Inc.
- Under no circumstance is an Employee to create, manage, or operate a social media account that represents Desert de Oro Foods Inc or its affiliated companies or subsidiaries without approval from the Corporate Marketing Department. Any existing accounts or known- existing accounts must immediately be turned over to the Desert de Oro Foods Marketing Department. Violation of this policy may result in immediate termination.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are pornographic, proprietary, or that can create a hostile work environment. Social media posts or comments about customers, coworkers or supervisors, or suppliers that are vulgar, obscene, threatening, intimidating, disparaging, harassing, or a violation of the Company's workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic protected by federal or state law, may lead to disciplinary action.
- Employees should not use derogatory language in written or verbal communications to or about customers and should use accurate and respectful language in all communications to and about customers.
- Employees are not to publish, post, or release any information that is considered confidential, proprietary, or sensitive, including private or financial details about any customer. This includes confidential or proprietary information of customers, partners, vendors, and suppliers, embargoed information such as launch dates, and Company intellectual property (such as drawings, designs, ideas, and innovation).
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions for the Company. Inquires for the Company for comment that arise from Employees use of social media on behalf of Desert de Oro Foods Inc should be referred to the Risk Management Department.
- Social media use should not interfere with an employee's work or performance of duties on behalf of the Company. Company computer systems are to be used for business

purposes only. Personal use of social media networks or personal blogging of online content during work time is prohibited and could result in disciplinary action.

- Subject to applicable law, after-hours online activity on personal accounts that violates the Company's Code of Conduct, or any other company policy may subject an employee to disciplinary action or termination.
- It is imperative and required that Employees keep Desert de Oro Foods Inc official social media accounts separate from their personal accounts.
- It is highly recommended that RGM and ARL representatives not 'friend' employees on social media accounts as this could create a conflict of interest for both parties involved or appear as "favoritism" to other employees. If one currently has this situation occurring, it is suggested that these individuals be removed from ones' site.

Nothing within the Social Media Policy is intended to interfere, restrain, prohibit, prevent or discourage an employee's right to discuss terms and conditions of employment, including wages, hours, or other terms and conditions of employment, to try and improve these conditions, or to engage in any form of legally protected, concerted activity, including pursuing remedies at governmental agencies concerned with workplace matters. Employees have the right to engage in or refrain from these activities.

Communication via Cell Phones and Mobile Devices

The Company will not accept or recognize text messages from any employee regarding or relating to any matter affecting your employment, including but not limited to your work hours, work schedule, inability to report to work on time request time off, or to notify the company of an emergency. When requesting time off, reporting an absence, communicating your inability to report for work on time or for your entire shift, communicating with the company regarding your work schedule or hours, or for any other matter relating to your employment, you must communicate with the Company by telephone, facsimile, or email.

Safety

Desert de Oro Foods Inc. seeks to provide a safe and healthy work environment for all of its Employees. Safety in the workplace depends on the personal commitment of each Employee. You are expected to correct or report to your supervisor or Above Restaurant Leader any unsafe conditions you encounter, and you are required to comply with any safety procedures established by the Company.

Work-Related Injuries

If you are injured on the job, you must report the injury immediately to the Manager in Charge. This prompt notification is required so that the Company can seek appropriate treatment for you if required and comply with its obligations to report work-related injuries. In the back of the Blue and Red Books (Taco Bell and Pizza Hut) are instructions for injuries. Ensure that HR is notified and a CIRK Kit (green envelope of materials) is completed and mailed out ASAP.

Workers' Compensation

The Company offers workers' compensation coverage for all Employees to provide certain benefits for injuries suffered in connection with employment. Consult your supervisor if you have specific questions regarding workers' compensation coverage.

PRC and Guest Related Concerns

All PRC calls that reference guest injury, food borne illness or foreign object in their food are to be handled by the RISK department only. When these concerns are received via email or in person immediately reach out to RISK to inform them of the situation.

LEAVES OF ABSENCE

Desert de Oro Foods Inc may grant Employees paid or unpaid leaves of absence for various reasons. The following general rules apply to leaves of absence and their effect on compensation and benefits:

Personal Leave

Requests for unpaid personal leave will be considered and evaluated on an individual basis. Personal leaves may be granted for up to 30 days for full-time, non-temporary employees who have completed at least 90 days of service.

Approval or denial of requests for personal leave will be entirely at the Company's discretion. In determining the feasibility of granting such requests, factors such as the purpose of requested leave, availability of coverage for job responsibility during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations, will be considered. Such requests must be submitted to the employee's supervisor.

An employee's benefits will typically cease during a personal leave of absence lasting [insert number] or more days. Human Resources can provide details on benefits during a personal leave.

The Company will attempt to return an employee to their former position or a comparable position upon return from personal leave, at its discretion. Given changing business needs, however, no guarantee of reinstatement can be made. Any requests for additional leave beyond that approved must be made as soon as possible. Employees on leave who do not return as scheduled or fail to request an extension will be considered to have been voluntarily terminated their employment as of the day the original leave expired.

Family and Medical Leave

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources.

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

Definitions

- "Child" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- "Parent" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- "Covered Active Duty" means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign

country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- “Covered Servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
- “Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- “Key employee” means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite.

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by the Company is a rolling 12-month period measured backward from the date an employee uses FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave. The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related injury or illness or by a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave. If an employee's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, the Company may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense. Recertification is not required for employees in California.

Military Emergency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use

accrued vacation and sick leave to cover some or all of the FMLA Leave to the extent permissible under applicable law. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 work-week period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave. The employee's length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement. Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA is attached at the end of this Handbook. Employees should contact Human Resources as to any FMLA questions they may have.

State Law

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should review the appropriate state supplement or contact Human Resources for additional information.

Military Leave

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA. State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Eligibility for Leave

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act or in support of a major disaster declared by the President under Section 401 of the Stafford Act, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. For purposes of this policy "State active duty" means training or other duty, other than inactive duty, performed by a member of the National Guard of a State, under the authority of the Governor

of a State. It does not include duty performed under federal authority (such as Title 10 or Title 32), nor duty for which the National Guard member is entitled to pay from the Federal Government. A "State" includes the several states of the United States, the District of Columbia, Puerto Rico, Guam, the Virgin Islands and other U.S. territories.

Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Compensation and Benefits During Leave

Accrued, unused vacation will be paid during military leave at the employee's request. After 30 days of continuous military leave, employees may elect to continue their health plan coverage at their own expense, for up to 24 months or during the remaining period of service, whichever is shorter.

Reinstatement

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed service on a basis that is not dishonorable or otherwise prohibited under USERRA. Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest. Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service. Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate they would have attained if no military leave had been taken.

Death & Bereavement Leave

AGMs, RGMs, ARLs and Restaurant Support employees are eligible for Bereavement leave. Eligible Employees are allowed up to three (3) consecutive days off from regularly scheduled duty with regular pay in the event of the death of an “immediate family member.” An “immediate family member” is defined as:

<i>Spouse</i>	<i>Mother</i>	<i>Sister</i>	<i>Stepmother</i>	<i>Stepdaughter</i>
<i>Child</i>	<i>Mother-in-Law</i>	<i>Sister-in-Law</i>	<i>Stepfather</i>	<i>Stepson</i>
<i>Father</i>	<i>Brother</i>	<i>Son-in-Law</i>	<i>Stepbrother</i>	<i>Grandparent</i>
<i>Father-in-Law</i>	<i>Brother-in-Law</i>	<i>Daughter-in-Law</i>	<i>Stepsister</i>	<i>Grandchild</i>
<i>Registered Domestic Partner</i>				

Jury and Witness Duty Leave

We encourage employees to serve on jury or witness duty when called. Employees must notify their supervisor of the need for time off for jury or witness duty within 48 hours of receipt of a subpoena, notice or summons from the court. Time off for jury or witness duty will be unpaid except where required otherwise by applicable law. Also, exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. Any mileage allowance, fee, etc. paid for jury or witness duty will be credited against any payments made to employees by the Company. Employees may be required to provide verification of jury duty or witness service from the court clerk. Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty. The Company will not terminate an employee based on an absence resulting from compliance with a subpoena to appear as a witness or based on the nature of the person’s testimony.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If employees do not have sufficient time to vote, however, that employee should discuss the matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

Other Leaves of Absence

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave and school activities leave. Please check the applicable state supplement to this Handbook for additional information and contact Human Resources with any questions.

Sick Leave Benefits for AGMs, RGMs, RSC, Exempt Employees

Sick leave is provided for AGMs, RGMs, and exempt employees in order to provide a cushion for incapacitation due to illness. It is to be used only when the employee is actually sick or for medical appointment. Sick days are not for “personal” absences or to attend to a sick family member, unless required by state law. Abuse of sick days may result in disciplinary action up to and including termination.

The Company offers paid sick days to AGMs, RGMs, and exempt employees who have completed their introductory period (90 days of service). After completion of your introductory period, you accrue paid sick days at a rate of one day per quarter. An employee may not accrue more than four sick days at any given time and sick leave does not carry over from year to year unless required by law. Employees should report only full day absences of sick.

An employee who is unable to report to work because of injury or illness must notify their supervisor prior to the scheduled starting time. For absences of more than three consecutive days due to illness or injury not connected with employment, a certification from a health care provider must be submitted. The certification must state that the employee was under the provider’s care or treatment for the days in question and that it is the provider’s recommendation that the employee remain out of work. A health care provider’s certification may also be required in other circumstances.

The Company reserves the right to require a release from the employee’s health care provider before the employee returns to work. When applicable, sick leave taken under this policy may run concurrently with available FMLA and/or state family medical leave.

For employees working in a jurisdiction that has a mandatory sick leave law or a jurisdiction that defines how sick leave may be used or accrued, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here. In such a situation, the leave the employee is entitled to under the law may run concurrently with the leave provided under this policy, to the extent permissible under applicable law.

If an employee is receiving any disability benefits while out on sick leave, then the combined amount the employee will receive from their sick leave and disability benefits will not exceed 100% of the regular wages.

If there is any reason to believe that sick pay has been misused, sick pay may not be awarded.

Sick pay is not paid out upon termination.

401(k) Plan

The Company offers a 401(k) plan to employees who have completed 1 year of continuous employment, work a minimum of 1,000 hours per year, and are at least 18 years old. The Company’s current plan allows for a variety of self-directed investments. Please consult Human Resources for more information on the 401(k) Plan.

Holidays

The Company recognizes the following holidays for its AGM'S, RGM'S, IT, and Maintenance:

- Thanksgiving Day
- Christmas Day

The Restaurant Support Center will observe the following holidays in addition to the above:

- New Years' Day
- Memorial Day
- Independence Day
- Labor Day

Team Members and Shift Leaders are not eligible for holidays.

If an exempt Restaurant Support Center employee works on a recognized holiday, they may take an additional paid day off in the same pay period that the holiday falls into, subject to approval from his or her immediate supervisor. An immediate supervisor will consider factors such as staffing, meeting restaurant labor goals, etc. when determining approval. Non-exempt employees who perform any work on paid Company holidays will be paid for all time worked in addition to any holiday pay. Holiday pay for non-exempt employees is calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Eligible employees cannot receive pay in lieu of not taking a paid holiday unless required to work on such day. Vacation, Sick, or holiday pay cannot be used to satisfy any notice of a voluntary quit. Holiday pay will not be paid for individuals on an unpaid leave of absence, unless they are receiving vacation benefits at the time of such holiday.

VACATION BENEFITS

Vacation Benefits for Restaurant Support Center and Exempt Employees

Exempt employees are eligible for vacation. After completion of the initial 12 months of continuous employment as an exempt employee, exempt employees begin to accrue vacation time as follows:

Years of Eligible Service	Vacation Days Each Year
After 1 year	5 days
After 1 ½ years	5 days every 6 months*
After 5 years	5 days every 4 months*

After 10 years	5 days every 3 months*
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*Up to a maximum of 20 days, except as otherwise provided by law.

The Company encourages employees to take vacation on an annual basis. Once an employee's vacation accrual reaches the maximum, no additional vacation will be accrued until vacation time is used and the accrual drops below the maximum.

Exempt employees may use their accrued vacation time after the completion of their first full year of exempt service with the Company.

Vacation may be used in minimum increments of one day.

Employees may schedule their vacation after vacation pay is earned, subject to management approval and the Company's need for the employee's services. In order to allow a well-coordinated schedule, employees are requested to submit their proposed vacation plans at least one month before they would like to take their vacation.

Employees on an unpaid leave of absence do not accrue vacation. If a holiday occurs during your scheduled vacation, then you will receive an additional vacation day.

Restrictions on timing of vacation: managers are not permitted to take vacation on a Period End date or Company designated Leadership/Training Conference dates. These dates are known at least one year in advance. Those above Restaurant Leaders are not permitted to take vacation during the two weeks prior to a scheduled Company designed Leadership/Training event.

The Company will comply with requirements set forth in applicable federal, state, and local laws. Please see state supplements, if any, for additional state and local requirements.

Vacation Benefits for Hourly Employees Other Than Shift Leaders

All fulltime, non-temporary hourly employees are eligible for vacation and accrue at the following rates.

Years of Eligible Service	Vacation Days Each Year
After 1 year	5 days
After 1 ½ years	5 days every 6 months*
After 5 years	5 days every 4 months*
After 10 years	5 days every 3 months*

*Up to a maximum of 192 hours (24 days), except as otherwise provided by law.

The Company encourages eligible hourly employees to take vacation on an annual basis. Once an eligible employee's vacation accrual reaches the maximum no additional vacation will be accrued until vacation time is used and the accrual drops below the maximum, unless otherwise required by state or local law.

Vacation may be used in minimum increments of one day (8) hours.

Employees may schedule their vacation after vacation pay is earned, subject to management approval and the Company's need for the employee's services. In order to allow a well-coordinated schedule, employees are requested to submit their proposed vacation plans at least one month before they would like to take their vacation.

Employees on an unpaid leave of absence do not accrue vacation. If a holiday occurs during your scheduled vacation, then you will receive an additional vacation day.

The Company will comply with requirements set forth in applicable federal, state, and local laws. Please see state supplements, if any, for additional state and local requirements.

Vacation Benefits for Shift Leaders

Shift Leaders accrue one week of vacation based on their average weekly hours worked for the previous year. For example, if a shift leader's average weekly hours worked the previous year were 30, then that shift leader would accrue 30 hours of vacation and those accrued vacation hours that must be used within the next year. No accrued vacation will be paid out to any shift leaders under any circumstances unless required by state or local law.

Meal Policy

working, each employee may have the meal of their choice up to \$10.00 (\$7.00 for Employees working at Pizza Hut). At no time is anyone to give discounts or free food to friends, family members or other employees.

Tuition Reimbursement Program

Desert de Oro Foods Inc encourages employees to obtain the skills necessary to develop professionally. Full-time exempt employees are currently eligible to receive reimbursement for the cost of college courses that are related to their job. Eligible full-time employee may be reimbursed up to a maximum of \$1200 per calendar year. Part-time employees are eligible for this benefit on a prorated basis.

To qualify for this program the course must be job related, which means:

- The course must not be necessary to meet minimum education requirements for the employee's current position.
- The course cannot be taken to qualify the employee for a different type of work.
- The education must be related to the employee's current job and must help maintain or improve the knowledge and skills required for the job.

Employees interested in participating in this program must submit an application for reimbursement, obtained from Human Resources, for approval before class registration. In order to receive reimbursement, the employee's immediate supervisor, the department manager, and the Human Resource Department must approve the application. Within 30 days after completing the course, the following receipts and statements should be submitted to Human Resources:

- Receipts for tuition, textbooks, and any special fees.

- An official statement of grades received.

The Company currently reimburses the cost of tuition, fees, and books up to the maximum allowed to employees who receive a class grade equivalent to or higher than a “C” or “3” on a five-point scale. Employees must submit evidence of satisfactory completion for courses that do not award grades. In order to be reimbursed for any course in which an “Incomplete” is made up, a new application for reimbursement must be submitted.

The tuition reimbursement program only applies to courses started after an employee’s initial 90 days of employment. To qualify for this program, employees must take the course at an accredited college or university.

SEPARATION OF EMPLOYMENT

Resignations

If you desire to end your employment relationship with the Company, we ask that you notify us as soon as possible of the intended termination. Notice generally allows sufficient time to collect Company property, process monies to which you may be entitled, convert insurance, and correctly calculate a final paycheck.

Return of Company Property

Any Company property issued to you, such as uniforms, computer equipment, software, fax machine, promotional materials, Company documents, keys, company cars, gas card, cell phone, pager, calling card, company credit card, security pass/ID card, etc. must be returned to the Company at the time of your dismissal or resignation, or whenever it is requested by a member of management. If you fail to do so, the Company may pursue legal action. Failure to return Company property or returning damaged Company property, may result in deductions from an Employee’s final paycheck, as permitted by law.

ACKNOWLEDGEMENT OF RECEIPT OF DESERT DE ORO FOODS HANDBOOK

I acknowledge that I have received and read a copy of the Desert De Oro Employee Handbook and the applicable State Supplement for the state in which I work. I understand that the Handbook and Supplement set forth the current Company policies, practices, and guidelines regarding my employment and my duties, responsibilities, and obligations of employment with the Company.

I understand that the Company has provided me various alternative channels to raise concerns of violations of this Handbook and Company policies and encourages me to do so promptly so that it may effectively address such situations, and I understand that nothing in this Handbook interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook and applicable State Supplement.

I acknowledge that, except where required otherwise by applicable state law, my employment with Desert De Oro is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only the President has the authority to enter into an agreement that alters fact that my employment with the Company is at-will. Any such agreement must be in writing and signed by the President.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of this Handbook and any applicable state supplement, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Handbook or Supplement and the at-will employment policy can only be changed as stated above.

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

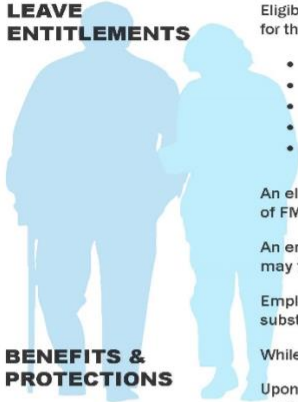
I have read and understand the above statements.

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EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16