

SUPERIOR READY MIX CONCRETE, L.P.



EMPLOYEE HANDBOOK

(Modified May 2020)

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I. INTRODUCTION

Welcome! Superior Ready Mix Concrete L.P. (the “Company”) hopes that you will find your employment here to be rewarding and challenging. Because the quality of employees is the key to success for any business, we carefully select our employees and try to make it rewarding to work for the Company. In return, we expect employees to contribute to the success of the Company.

If there is one concept that we earnestly hope that you remember from this introductory material, it is the word “SERVICE”. The success of the Company is due largely to the level of service the Company’s employees provide to our customers. Serving the customer is always the priority at the Company, and it is through service to our customers that we can all hope to secure continued prosperity.

This handbook sets forth the policies and practices of employment at the Company at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded. The Company reserves the right to revise, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. No oral statements or representations can in any way alter the provisions of this handbook. This handbook does not create a contract of employment. All of the Company’s personnel are employed on an at-will basis, which means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.

The Company will comply with all laws and regulations relating to your employment. This handbook is not intended to describe the comprehensive effect of all of these laws and because the laws and regulations are constantly changing, this handbook may not be entirely consistent with all such laws. In the event of any conflict between this handbook and any applicable laws or regulations dealing with employment, the laws and regulations will prevail and govern the employment relationship between the Company and its employees.

II. HIRING

A. *FULL-TIME EMPLOYEES*

Regular full-time employees are those who are scheduled for and normally work a minimum of 38 hours per week. Following the completion of the introductory period, regular full-time employees are eligible for most employee benefits described in this handbook.

B. *PART-TIME EMPLOYEES*

Part-time employees are those who are scheduled for and normally work fewer than 38 hours per week. Part-time employees may have a regular reduced schedule or are scheduled on an as needed basis. Part-Time employees are not eligible for benefits except those mandated by applicable law.

C. *TEMPORARY EMPLOYEES*

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

D. *PRE-EMPLOYMENT PHYSICALS*

All new employees are subject to a pre-employment physical performed by a Company appointed doctor. Employment is contingent on negative drug screen and successful completion of the physical examination. The Company will comply with the Americans with Disabilities Act (ADA), and will not refuse employment to a qualified person with a disability who can perform the essential function of the position at issue (as defined in the ADA) because of the disability, unless the reason is job related and justified by business necessity.

III. COMPANY BENEFITS

A. *INTRODUCTION: ELIGIBILITY FOR COMPANY BENEFITS*

The Company offers a number of excellent benefits, which we believe are among the best offered in the industry. These benefits are as follows:

- Medical & Prescription Plan
- Dental Plan
- Vision Plan
- Wellness Program
- Profit Sharing Plan

- 401K Plan
- Paid Time Off
- Paid Holidays
- Life Insurance
- Voluntary Life Plan
- FSA Plan
- Work Uniforms
- Paid Sick Leave

Employees become eligible for these benefits after they have been employed for a 90 day period during which they worked an average of at least 38 hours per week (except for health insurance, paid sick leave, profit sharing and 401K, for which California and federal laws apply different rules, as described below). The day an employee becomes eligible then becomes his/her “anniversary date” for the purposes of computing various employee benefits.

B. HEALTH CARE PLAN

The Company provides a comprehensive health care plan for its employees and their dependents for a very reasonable amount that is a fraction of the actual cost. Coverages available include medical, prescription, dental and vision. Due to rising health care costs, the cost paid by employees is subject to increase. The details of the health care plan are available in the health plan’s Summary Plan Description.

C. LIFE INSURANCE

Each full-time employee is provided with a \$20,000 life insurance policy with an additional \$20,000 accidental death benefit. Coverage is effective the same time as the employee becomes eligible for coverage under the health care plan. Additional life insurance may be purchased by employees for themselves and their dependents.

D. PROFIT SHARING PLAN

In order to help employees plan for their retirement, and to provide incentive for employee productivity, the Company has instituted a profit sharing plan. Discretionary contributions are made annually by the Company to the profit sharing plan. An employee’s profit sharing account is always 100% vested. The details of the profit sharing plan are contained in the Summary Plan Description for the profit sharing plan. Since June 1, 1994, the Company has contracted with Fidelity Institutional Retirement Services Company to administer the plan. The major provisions of the plan are summarized below.

The plan year for the profit sharing plan is the calendar year. An employee is eligible to begin participation the January 1 after at least six months consecutive service with the Company and attaining the age of 20 ½. Thereafter, an employee is eligible in a certain year if employed on the last day of the year and having worked at least 1000 hours during that calendar year. Employees who are 62 or older who terminate employment during the year are eligible for the portion of the year worked. There are certain other detailed requirements contained in the Summary Plan Description for the profit sharing plan.

Individual accounts are kept for each employee, and each employee has the responsibility for determining which investments, among a family of mutual funds, his/her account will be invested in. Fidelity Institutional Retirement Services Company has representatives at toll free telephone numbers to answer questions regarding your investments and the profit sharing plan. Participants can also access their account information online.

Rollovers from qualified pension plans from previous employers are allowed, provided that these pension plans funds have not been commingled with any other funds.

The profit sharing plan is intended to provide a method of saving for retirement, and under federal law, no distributions can be made until retirement age or termination of employment. Distributions made before retirement age are normally subject to regular tax, plus a 10% penalty. Thus, the Company urges employees to use the profit sharing plan for the purpose it was intended, that is, to save for retirement. (Upon termination, and then under certain conditions, the profit sharing account can be rolled over into an IRA or possibly a new employer's profit sharing plan, without the payment of taxes or penalty.)

The above is only intended to summarize the benefits of the profit sharing plan and does not operate to change any of the provisions of the profit sharing plan document itself. For further details, please refer to the Summary Plan Description or contact a Fidelity representative.

E. 401K PLAN

The Company also sponsors a 401K Plan, which is a payroll deduction plan. Employees may elect to defer a percentage of their pay, and this is deposited directly into their 401K account. The account is 100% vested at all times. The amount of the income deferred is not subject to tax until it is withdrawn. The 401K plan offers employees an excellent opportunity to save additional funds for retirement because of the tax deferral on the income. For example, if a person is in a combined 35% federal and state income tax bracket, a payroll deduction of \$1.00 less take home pay

actually results in a contribution of over \$1.50 to the 401K Plan. In addition, the interest earned on the account balance also accumulates tax deferred.

The 401K Plan also offers a Roth account. A Roth account has the opposite tax benefits of a regular 401K account. Contributions to a Roth account are made with money that has already been taxed (your contributions don't reduce your taxable income), and you generally don't have to pay taxes when you withdraw the money in retirement.

The 401K Plan has been administered by the Fidelity Institutional Retirement services Company since June 1, 1994. Employees choose among a variety of mutual funds for investing their individual account. An employee is eligible to begin participation the first of the month following their date of employment provided they have attained the age of 20 ½. Pre-tax contributions are limited to 60% of gross pay with annual limits set each year by the Internal Revenue Service.

Like the profit sharing plan, the 401K plan is intended to be a method of saving for retirement. Once an employee has contributed funds to a 401K plan, the funds cannot be withdrawn except in the case of certain narrowly drawn "hardship" exceptions, loans to be used for certain purposes, or in the case of termination of employment and then only upon the payment of taxes and a penalty. (Upon termination, and then under certain conditions, the 401K account can be rolled over into an IRA or possibly a new employer's profit sharing plan, without the payment of taxes or penalty.)

The above is only intended to summarize the benefits of the 401K plan and does not operate to change any of the provisions of the 401K plan document itself. For further details please refer to the Summary Plan Description for the 401K Plan. You may also contact the Fidelity Institutional Retirement Services Company using their toll free number (800) 835-5097 or visiting their website at www.401k.com.

F. PAID SICK LEAVE

In order to help prevent loss of earnings that may be caused by accident or illness, the Company has established paid sick leave.

All employees will receive 40 hours of paid sick leave upon their anniversary date. Employees may take paid sick leave after their anniversary date. Employees will receive 40 hours of paid sick leave on their anniversary date each subsequent year. Accrued sick leave hours not used in the current benefit year will not carryover to the following year but will be paid annually on the employee's anniversary date as part of the PTO policy.

Employees may take paid sick leave per leave year for any of the qualifying reasons discussed below, as well as any reasons allowed for under an applicable local paid sick leave ordinance. For the purposes of this policy, the leave year is the twelve month period beginning on the employee's anniversary date.

Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee. A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a "child" means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands in loco parentis. Similarly, a "parent" under this policy means a biological or adoptive parent, a foster parent, a step-parent, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Employees using paid sick leave must do so in minimum increments of two hours. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Upon termination, the Company is not required to pay unused sick leave, but the Company will pay the amount of .77 hours times the number of weeks worked since the last anniversary date prior to the termination or resignation, less the number of hours of paid sick leave used since the last anniversary date.

If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

The Company strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law.

Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources.

G. PAID TIME OFF

The Company provides paid time off (“PTO”) for its regular full-time employees in addition to paid sick leave. The purpose of PTO is to provide employees with flexible paid time off from work that can be used for needs such as vacation, school, volunteerism, etc. Part-time employees are not eligible for PTO.

Eligible employees will receive PTO upon completion of their second year of employment following their anniversary date, pursuant to the following schedule based on a 40 hour work week:

- Years 2-7: 40 hours per year, .77 hours per week.
- Years 8-19: 80 hours per year, 1.54 hours per week.
- Years 20 +: 120 hours per year, 2.31 hours per week.

Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays, paid sick leave, and military service leave. All unused and accrued PTO will be paid out at employment end.

1. Hourly Employees

Full-time employees will accrue PTO each payroll in hourly increments based on their length of service as described above. PTO is added to the employee’s PTO bank when each paycheck is issued. PTO used will be subtracted from the employee’s accrued time bank in one hour increments. PTO is not earned in pay periods during which unpaid leave, short or long term disability or worker’s compensation leave are taken. Part-Time employees are not eligible for PTO, however, such employees will be eligible for 40 hours paid sick leave annually.

Scheduled time off requires prior approval from your supervisor unless PTO is used for emergencies. Please use a Time Off Form to request time off from your supervisor. The Company will work to accommodate employee’s request for time off and appreciates as much notice as possible when requesting time off. The needs of our customers must be taken into account when scheduling requested time off.

To receive payment from your accrued PTO bank, employees must complete a Paid Time Off form and submit the form to the Escondido payroll office by Tuesday of each week. Accrued PTO does not carry over from year to year for hourly employees, but will be paid out annually on

July 1st for employees hired on or before April 1, 2015 and on the anniversary date for employees hired after April 1, 2015. PTO time does not count as hours worked.

2. Salaried Employees

Salaried employees are strongly encouraged to use their allowed PTO within one year after earning it. However, unused, accrued PTO may be carried over, but accrued PTO is capped at one and one half times the amount of time the employee is entitled to at the most recent anniversary date. Once this maximum is reached, all further accruals will cease. PTO accruals will recommence after the employee has taken PTO and their accrued hours have dropped below the one and one half times maximum. For example, if an employee is entitled to 80 hours of PTO, he/she may not have more than 120 hours of accrued PTO. In the event a salaried employee is off work due to an illness and all PTO accrued has been exhausted, time off will be deducted from their salary. There will be no deductions for partial days missed.

H. PAID HOLIDAYS

The Company observes the following seven holidays for which an employee will be paid. All holiday pay is considered to be an eight (8) hour day at regular rates.

- **New Year's Day**
- **Memorial Day**
- **Fourth of July**
- **Labor Day**
- **Thanksgiving Day**
- **Day after Thanksgiving**
- **Christmas Day**

All the above holidays are also days off, except for the day after Thanksgiving. The day after Thanksgiving the Company is generally open for concrete, aggregate, asphalt, building materials, precast products, and contractor sales and deliveries. All employees not directly involved with these sales will have this day off. Therefore, in addition to holiday pay, hourly employees scheduled to work the day after Thanksgiving will be paid at their regular hourly rate. If a holiday falls on a Saturday or Sunday, there will not be a day off unless announced by the Company. Holiday pay does not count as hours worked for the purpose of overtime. In order to be paid for a holiday, an employee must work the day before and the day after the holiday unless his regularly scheduled vacation is during that time or unless weather prevents work or there is no work available.

I. WORK UNIFORMS, TOOLS

Uniforms are provided for driver and field employees within a reasonable time after the start of their employment with the Company. It is expected that all employees issued uniforms will wear the uniforms during their shifts. The Company will pay the cost of the uniforms and the uniforms will be regularly washed by the Company's uniform service company.

When tools are necessary for the performance of a job, the Company will provide and maintain those tools at the workplace. You are allowed, but not required, to provide your own tools, but regardless of whether you provide your own tools, the Company will provide and maintain tools at the workplace.

If you believe that tools that are necessary to the performance of a job are not at your workplace, please contact your supervisor or the HR department and the Company will provide the necessary tools

J. TERMINATION OF EMPLOYMENT AND BENEFITS

1. Termination of Employment: If an employee's employment is terminated, either voluntarily or involuntarily, then all employee benefits terminate as of the last day the employee works for the Company. Coverage under health insurance ends on the last day of the month of an employee's employment.

2. Discipline: Violation of the Company policies and rules may warrant disciplinary action. The Company has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension. The system is not formal and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

3. Disability, Sickness or Injury: If an employee is unable to work for more than thirty consecutive calendar days, other than pursuant to an approved leave as set forth in this handbook, then the employee's eligibility for all Company benefits and coverage under the health plan will terminate as of the end of the thirtieth day after the last day worked. If the employee subsequently returns to work within six months after the last day worked, then coverage and eligibility shall recommence upon the first of the month following the Employee's return to work. If the employee subsequently returns to work later than six months after the last day

worked, then the employee must meet the eligibility requirements as if he were a new employee in order to be covered.

4. Continuation Coverage for Health Plan: Under COBRA, an employee or dependent has the option to continue coverage under certain conditions after coverage would normally terminate. See the Summary Plan Description for details.

5. Reductions in Force: Under some circumstances, the Company may need to restructure or reduce its workforce. In determining which employees will be subject to reduction in force, the Company will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

6. Voluntary Resignation: Voluntary resignation results when an employee voluntarily quits his or her employment at the Company, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, uniforms, identification badges, mobile electronic devices, and credit cards, must be returned immediately upon termination of employment.

7. Employee References: All requests for references must be directed to the human resources department. No other manager, supervisor, or employee is authorized to release references for current or former employees. By policy, the Company discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, the Company also will inform prospective employers of the drug testing and accident details as required by the Department of Transportation.

IV. WAGES & HOURS

A. HOURS OF WORK

For most employees work hours are scheduled depending upon the needs of our customers for the products we sell and deliver. Your supervisor will provide you with your beginning time, and your ending time will depend upon customer needs and will be determined by your supervisor during that day. There is no "usual" number of hours in a day's work. In the event that an employee works less than four hours on an ordinary weekday due to low customer needs, the employee will receive a minimum of four hours pay. This requirement will not apply in the case of reduced customer demand due to an interruption of work caused by an act of God or other cause outside the Company's control (such as inclement

weather). Employees who work on Saturdays understand and agree that they are not scheduled to work a certain number of hours. Typically, customer demand is lower on Saturdays and the day's work can be less than four hours. On Saturdays employees will be paid a minimum of two hours.

Each workweek begins at 12:00 a.m. on Sunday and runs through 11:59 p.m. on Saturday. The workday is a 24 hour consecutive period beginning at 12:01 a.m.

B. PAYMENT OF WAGES

1. Paychecks: Paychecks are normally available by Friday noon at each plant. Direct deposit advices and copies of paychecks are available online Friday mornings. If a regular payday falls on a holiday, employees will be paid on Thursday. If you observe an error on your check, please report it immediately to your supervisor.

2. Biweekly Payments: Most employees of the Company are paid every other Friday for work performed during the previous two-week pay period.

3. Weekly Payments: Certain construction employees of the Company are paid on Friday for work performed during the previous one-week pay period.

4. Automatic Deposit: The Company strongly encourages automatic payroll deposit for all employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available on the employee portal of the Company website) All new automatic deposits must be verified with your bank and could take up two payroll cycles before the service begins. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the employee portal of the Company website and return it to payroll no later than the Tuesday before the pay period for which you would like the service to end.

C. OVERTIME

Overtime is only to be worked at the express instruction of the employee's supervisor. Overtime is paid in accordance with all applicable state and federal laws. By law, most truck drivers are required to be paid overtime only for hours worked in excess of 40 hours per workweek. However, the Company currently voluntarily pays overtime on a daily basis for all hourly

employees. All hours worked in excess of 8 hours in one workday or 40 hours in one workweek will be treated as overtime, and will be paid at a rate one and one-half times the employees' regular rate of pay.

D. TIME CARD PROCEDURES

All hourly employees are expected to clock in immediately before beginning any work and clock out immediately after ending all work.

At no time may any hourly employee perform off-the-clock work or otherwise alter, falsify or manipulate any aspect of their time-keeping records to inaccurately reflect or hide hours worked, meal periods taken or time spent working during meal periods.

The obligation to accurately record all hours worked does not relieve employees of their obligations to obtain advance approval from their supervisor before working overtime or hours beyond the regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisors are subject to disciplinary action, which may include termination of employment.

Any changes or corrections to an employee's time record must be initialed by the employee and his or her supervisor. Under no circumstances may any employee clock in or out for another employee.

Hourly employees must notify their supervisor or the human resources department immediately if they believe that they have performed any work while not clocked in. If you are unable to report to work, you must notify your supervisor in advance as soon as possible.

Employees with questions about this policy or their time records should contact the human resources department.

E. DRIVING TIME & LOGBOOKS

1. Maximum Driving and On-Duty Time:

Truck drivers may not drive:

- For more than 12 hours in an on duty period;
- After having been on duty for 16 consecutive hours; or
- After having been on duty for 80 hours in any period of 8 consecutive days.

Drivers must have 10 consecutive hours off duty before a new on duty period begins.

Drivers must notify their supervisor if they are scheduled to work during time when they would not be in compliance with the law.

Occasionally there will be a problem with severe weather. It is your responsibility to be aware of weather conditions along your scheduled route. If there is a likelihood you will not be able to safely reach or leave a destination, do not attempt to make the trip. Contact your supervisor for further instruction.

2. Logbooks:

All truck drivers who work more than 12 hours in a day or who are more than 100 miles from their base plant during the shift must fill out a logbook. Thus, drivers pulling pneumatic trailers are required by law to maintain a logbook at all times. Other drivers must monitor their time, and if the hours exceed 12 hours in a day, drivers must fill out a logbook for that day, and turn it in to their supervisor. You can get a logbook from your supervisor. If you have any questions on how to fill out a logbook, see your supervisor. Both the driver and the employer are responsible for making sure that the logbook and hours of driving requirements are met, and both the driver and the employer can be cited by enforcement agencies for any violations.

F. TARDINESS & ABSENTEEISM

Attendance and punctuality are important to the efficient operation of the Company. If circumstances arise causing you to be late or absent, call your supervisor as soon as possible so other arrangements can be made. Excessive tardiness and absenteeism will not be tolerated. All absences and lateness are documented and made a part of the employee file. If an employee is absent for 3 consecutive days without notice or authorization, he/she will be considered to have abandoned their job and quit.

G. WILL CALL SCHEDULE

If the workload on a given day is not sufficient to schedule all drivers due to weather or other conditions, you may be scheduled as "will call". If you are on "will call", it does not mean that you are on standby or that you must be available to take a call. Your time is 100% your own for that day if you are not scheduled to work. "Will call" simply means that if drivers are needed, a supervisor may attempt to call drivers to see if they want to come to work. You do not need to monitor your phone or answer the call from the Company. Employees will generally be contacted in accordance with number of years worked, balanced against the hours already worked that week, in an attempt to be fair to all involved. We appreciate your cooperation on these days.

H. PAYROLL DEDUCTION, WAGE GARNISHMENT

Certain deductions required by law will be made from each employee's wages. These include state and federal income taxes, social security taxes (FICA), and state disability insurance (SDI) payments. Deductions will also be made for health insurance premiums and/or 401K deposits if an employee requests such deductions.

The Company is required by law to recognize certain court orders, liens, and wage assignments. When the Company receives a notice of a pending garnishment or wage assignment it must comply with the order and can only terminate such assignment when authorized by the issuing party. Employees are encouraged to avoid financial transactions that result in wage garnishments. There is a fee charged, as allowed by law, for each garnishment.

I. REST PERIODS

All employees are authorized and permitted periodic ten-minute rest periods during their workday. You will be paid for all such rest periods and you will not clock out. You are relieved of all duty during rest periods. You are free to come and go as you please and are free to leave the premises. You are free to leave your truck or other equipment unattended. Please make sure your truck or other equipment is safe and secure before beginning your rest period. You are expected to return to work promptly at the end of any rest period.

If you work a shift from three and one-half to six hours in length you will be entitled to one ten-minute rest period. If you work more than six hours and up to ten hours, you will be entitled to two ten-minute rest periods. If you work more than ten hours and up to fourteen hours, you will be entitled to three ten-minute rest periods. For shifts in excess of fourteen hours, you will continue to be entitled to additional paid ten-minute rest periods for every four hours you work or major fraction thereof.

Employees are generally authorized and permitted to schedule their rest periods at their own discretion; however, supervisors may schedule rest periods to ensure the smooth operation of their departments. Employees should take their rest periods in the middle of each work period to the extent it is practicable to do so, and not combine them with meal periods or skip them to leave work early. The Company schedules work assignments with the expectation that all employees will take their duty-free rest periods, and the Company encourages employees to do so.

Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their rest periods during a particular pay period, or in the alternative, to identify any rest periods that they have missed. If you believe that you have not been permitted rest periods as described above, please contact your supervisor and request the rest period. Please contact the human resources department as soon

as possible if there are any problems with the implementation of this policy or if you believe that you have not been permitted rest periods as described above.

Company managers and supervisors are not authorized to instruct an employee how to spend his or her personal time during a rest period. Employees should immediately report a manager's or supervisor's instruction to skip or to work during a rest period to the human resources department.

J. MEAL PERIODS

If you work more than five (5) hours in a workday, you are entitled to an unpaid, uninterrupted, duty-free meal period of at least 30 minutes which is to begin no later than the end of the fifth hour of work. Employees who work no more than six hours in a day may be able to waive the first meal period. If you work more than 10 hours you are entitled to a second, unpaid meal period of at least 30 minutes. This second meal period is to begin no later than the end of the 10th hour of work. You may be able to waive your second meal period if you took the first meal period and you work no more than twelve hours.

You must clock out for your meal period. Employees who do not have access to a time clock during their shift will automatically have 30 minutes deducted for each day worked in excess of six hours unless they notify their supervisor of unusual circumstances preventing the taking of the off duty meal period within fourteen calendar days of the day in which the meal period was deducted. The failure to notify a supervisor within this time period will be deemed by the Company as an admission by the employee that the meal period deduction was proper. Please track your meal periods on an Employee Work Report and turn the report in with your paperwork on the last day you work for the week. The payroll office must receive all Employee Work Reports no later than the Tuesday of the following week.

You must not perform any work during your meal period, and you must stop working for at least 30 full, consecutive minutes. Saturdays are not an exception to this policy. Employees are free to use their meal period times as they wish. The Company schedules work assignments with the expectation that all employees will take their duty-free meal periods, and the Company encourages employees to do so.

Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all their meal periods during a particular pay period, or in the alternative, to identify any meal periods that they have missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify or manipulate any aspect of their time-

keeping records to inaccurately reflect or hide meal periods taken or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal period. Employees should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the human resources department.

If, for any reason, you do not take the applicable meal periods, you must notify your supervisor immediately and complete an Employee Work Report. On the Employee Work Report, you must document what circumstances prevented you from taking a timely meal period or no meal period at all. The report must be signed by a supervisor.

Due to the perishable nature of the products of ready mix concrete and asphaltic concrete and the need for a continuous delivery of these products to a jobsite, mixer truck drivers and asphaltic concrete truck drivers may be exempt from taking an unpaid 30-minute meal period and may take an on-duty paid meal period when the nature of the work prevents them from being relieved of all duty and when by, written agreement between the parties, an on-the-job paid meal period is agreed to. All drivers desiring to take on-duty paid meal periods in such circumstances must have a signed agreement on file with the human resources department and, if the nature of the work during a day prevents them from taking an on-duty meal period, they must complete a Driver Work Report. Driver Work Reports must be turned in to your supervisor on the last day you work for the week. Employees may revoke on-duty meal agreements at any time but must do so in writing. If a driver does not wish to continue the practice of taking on-duty paid meal periods, the driver must take unpaid 30-minute meal periods.

V. EMPLOYMENT POLICIES.

A. *POLICY OF AT WILL EMPLOYMENT*

The Company's policy has always been and is presently a policy of "at will" employment. This means that both the employer and the employee may terminate the employment relationship at will at any time, with or without cause and with or without notice. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause at the discretion of the Company. The Company has not promised employment beyond "at will" employment to any employee. Nothing in this handbook or any other document or statement shall limit the right to terminate employment at will. No manager, supervisor or employee of the Company has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the

President of the Company has the authority to make any such agreement and then only in writing signed by both the employee and the President of the Company.

B. OPEN DOOR POLICY

Our sincere conviction is that the best and most rewarding employee-management system results from a direct relationship between management and employees. This is why we prefer to deal with employees directly rather than through a third party. We feel that putting a third party or union between supervisors and employees can cause dissension and lower morale. The Company is a non-union organization. It always has been, and it certainly is our desire to remain so. No Company is free from day to day problems, but we believe we have personnel policies and practices to help resolve problems rather than to resort to strikes and work stoppages. All of us must work together to make the Company a viable and healthy organization.

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good faith complaints, questions and suggestions also are of concern to the Company. We ask that you take these concerns to your supervisor, following these steps:

1. As soon as possible after the occurrence, bring the situation to the attention of your immediate supervisor who will then investigate and provide a solution or explanation.
2. If the problem persists, you may put it in writing and present it to the human resources department who will attempt to reach a final resolution. It is recommended that you bring the matter to the human resources department as soon as possible after you believe that your immediate supervisor has failed to resolve the matter or if you are unable to approach your immediate supervisor.
3. If the problem still persists, you may put it in writing and present it to the President or an Officer of the Company who will attempt to reach a final resolution. It is also recommended that you bring the matter to the President or an Officer as soon as possible after you believe that the above steps have failed to resolve the matter.

This procedure, which we believe is important for both you and the Company, may not result in every problem being resolved to your satisfaction. However, the Company values your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

C. HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION.

The Company is an equal opportunity employer. The Company is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race (inclusive of traits historically associated with race, including, but not limited to, hair texture and protective hairstyles, including but not limited to, such hairstyles as braids, locks, and twists), color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning, or is perceived to be transitioning), sex stereotyping, national origin, ancestry, citizenship, age (40 years and over), mental disability and physical disability (including HIV and AIDS), legally protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the California Fair Pay Act, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the Company also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation with the advice of their health care providers for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, also prohibits retaliation against a person who reports or assists in reporting suspected violations of this policy, cooperates in investigations or proceedings arising from a violation of this policy, or engages in other activities protected under this policy.

1. Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits

harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to non-employees with whom the Company employees have a business, service, or professional relationship, such as vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages; Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

2. Non-Discrimination

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

3. Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

4. Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship or endanger the health or safety of the employee or others.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, 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 would result or the accommodation would endanger the health or safety of the employee or others.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the human resources department and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable, will not impose an undue hardship, and would not endanger the health or safety of the employee or others, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

5. Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor, to any company supervisor or to the human resources department as soon as possible after the incident.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the human resources department so the Company can try to resolve the complaint.

Every reported complaint of harassment, discrimination, and retaliation is taken seriously by the Company. When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, the Company will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

The Company will not tolerate retaliation against any employee for making a good faith complaint of harassment, discrimination, or retaliation, or for cooperating in an investigation.

VI. COMPANY RULES

A. SAFETY

The employees of the Company have built a good safety record and are to be commended for this. Safety is one of the most important aspects of the Company's business. The Company's safety policy is more thoroughly explained in our Injury and Illness Prevention Program (IIPP) safety program, a copy of which is kept with your supervisor. Each employee should have received safety training and have been given certain safety informational handouts, including a set of Companywide safety rules, and a set of safety rules specific to the employee's job. Please follow these rules. From time to time the Company conducts formal safety training. Your attendance at safety training meetings is mandatory. If you have concerns regarding safety, please contact your supervisor or any supervisor.

Because the Company employs many drivers, the driving records of our employees are very important. For many employees, a good driving record is an essential part of being hired. A good driving record consists of no traffic accidents or violations, either while on duty or off duty. All driving records are regularly reviewed in compliance with the DMV pull notice program.

Being safety conscious and avoiding accidents are important ways of keeping expenses down for the Company. But more importantly, accidents can cost you your life or limb, or the lifelong memory of being the cause of some other person's loss of life or limb.

B. ACCIDENTS

If you are involved in a traffic accident, no matter how minor, please follow the procedures set forth in the accident report packet in your vehicle. Please make sure your vehicle always has an accident report form, current registration and proof of insurance.

C. DRIVERS LICENSES

Drivers are required to have and maintain a California driver's license with endorsements appropriate for the vehicle they are driving. Any employee who has a driver's license revoked or suspended shall immediately notify their supervisor.

D. *MEDICAL EXAMS*

Drivers are required to maintain current medical exams with the DMV. The requirements of these physicals have become more stringent so it is recommended to begin the recertification process well before a driver's current medical exam expires. The Company will pay the cost of an annual DMV required medical exam at the doctor's office prescribed by the Company. Drivers who desire to have their DMV required medical exams performed by the doctor of their own choosing will be reimbursed for the cost of the medical exam up to a maximum amount of \$100.00. Drivers are responsible for providing a legible copy to DMV and the Escondido office. No reimbursements will be made without first providing a copy of the medical exam and an itemized bill. It will remain the driver's responsibility to provide DMV with an original copy of the exam. Proof that DMV received a copy of your exam must be submitted to the Escondido office.

E. *PROOF OF INSURANCE, REGISTRATION*

Every truck is required to have a proof of insurance certificate, a current registration, unloading releases and accident forms to fill out in case of an accident. Drivers are responsible for ensuring that these are in the vehicle. You may get these documents from your supervisor.

F. *DRIVERS INSPECTION REPORTS*

Drivers are required to inspect their vehicles before driving them and prepare and submit a Drivers Inspection Report. If not done, both driver and the company can be cited by enforcement agencies. If there are any questions about this, please contact your supervisor.

G. *UNLOADING RELEASES*

Before leaving a public street and going onto a private street to deliver materials, every driver needs to obtain a signature on an unloading release (either on the back side of a Company delivery ticket or a separate form). Try to obtain the signature of the owner of the job, if possible, but obtain, at least the signature of our customer. If you cannot get the unloading release signed, contact your supervisor, and do not leave the public street.

H. *RADIOS*

Communication over the company radio and over CB radios should be business related, professional and to the point. During working hours, all

drivers are representatives of the Company, and uncouth or vulgar conversations do not create a good image for our Company.

I. TABLETS

Tablets are installed in most of the Company's trucks. The purpose of these tablets is to provide a safe and efficient way for dispatchers and drivers to communicate, locate jobsites and accurately track delivery details. The tablets are for business purposes only. For your safety, and to comply with State law, entering information into your tablet is not allowed while driving. If your tablet is not properly working, it is your responsibility to notify your supervisor immediately.

J. SMOKING AND OTHER TOBACCO PRODUCTS

For the health and safety of all of our employees, smoking and the use of other tobacco products is prohibited in all Company owned vehicles and workplaces. This applies to, but is not limited to, cigarettes, cigars, pipes, electronic smoking devices, vaping devices and chewing tobacco.

K. CONDITION OF TRUCKS

1. Mixer Chute Shields:

Chute shields are installed on all the mixer trucks. Please take care that there are no loose rocks on fenders, bumpers or anywhere else on the truck, and that concrete mixers are kept free of residue buildup! The image our trucks portray to the public and law enforcement is vital to our business.

2. Alterations to Trucks:

Alterations and additions to trucks are not allowed. Many alterations negatively impact the safety, performance and efficiency of trucks. In addition, decals or stickers are not to be added to trucks. The Company desires a consistent image throughout the fleet and advertising for only Company products and services.

3. Truck Washes:

Drivers pulling pneumatic trailers may have their truck washed at designated truck wash terminals no more than every three months at the Company's expense.

L. MOBILE DEVICES

Mobile devices may not be used while driving and may not be used while performing Company work. Mobile devices should be used only during

rest periods or meal periods. If your job requires that you keep a mobile device turned on while driving, you must use a hands-free device. Violating this policy is a violation of law and is a violation of Company rules.

M. *PERSONAL APPEARANCE*

Employees are the frontline contact with our customers, and we expect an employee's appearance to make a good impression on the customer. While it should not be necessary to prescribe a long list of do's and don'ts regarding personal appearance, please keep the following guidelines in mind.

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Loose clothing (e.g. unbuttoned shirts and shirts not tucked in) may not be worn because it presents a safety hazard and presents an unprofessional appearance. All employees provided with uniforms by the Company are expected to wear them. Shorts and tank tops may not be worn. Some piercings and jewelry may also present a safety hazard and an unprofessional appearance. Male employees' hair should be kept neat and trim and off the shoulders.

N. *PROFESSIONAL CONDUCT*

The Company expects its employees to maintain a professional image at all times. This includes but is not limited to a clean appearance of yourself and your truck or equipment, a positive and cooperative attitude on job sites, and courteous driving while on the road. You are the primary contact our customers have with our Company. It is in your best interest to reflect a positive image of yourself and the Company.

O. *SUBSTANCE ABUSE*

The Company maintains a Drug and Alcohol Abuse and Testing Policy in conformance with Federal Department of Transportation guidelines. This policy applies to drivers and to all other personnel with safety sensitive duties. The Company also maintains a drug-free awareness program pursuant to State of California requirements. As a participant in these programs the Company must maintain a drug-free workplace and notify employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. The policy, rules, standards of conduct and testing procedures are contained in the Company's Drug and Alcohol Abuse and Testing Policy, which is a separate document distributed to all employees. If you no longer have a copy, the Company's Drug and Alcohol Abuse and Testing Policy is available on the employee portal of the Company website. The policy, rules, standards of conduct and testing procedures are summarized below and are not a complete statement of the Company's policy.

The Company does not tolerate the possession, sale or use of illegal drugs, the improper possession, sale or use of other controlled substances, or the possession, sale or use of alcohol while at work or engaged in work-related activities. In addition, employees are required to report to work able to competently and safely perform their job duties.

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana, regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on the Company's property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana, regardless of prescription) and from having excessive amounts of otherwise lawful controlled substance in their systems.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his or her job.

1. Prescription Drugs:

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that may cause a risk of harm to the employee or to others in performing their job duties. It is each employee's responsibility to determine from his or her physician whether a prescribed drug may impair job performance.

2. Notification of Impairment:

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition that impairs the employee in the performance of his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his or her immediate supervisor.

3. Drug/Alcohol Testing:

Applicants may be tested after they receive a conditional offer of employment from the Company.

Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that an employee has violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident.

In addition, employees in safety sensitive positions may be tested on a random or periodic basis and various job classifications are categorically subject to random or periodic drug and alcohol testing to the extent permitted by applicable state and federal laws.

4. Discipline:

Violation of this policy or any of its provisions may result in disciplinary action up to and including termination of employment.

5. Enforcement:

To enforce this policy, the Company may investigate potential violations and require employees to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. Employees who refuse to cooperate with searches or investigations, refuse to submit to screening or fail to execute consent forms when required by the Company will be subject to disciplinary action up to and including termination of employment.

6. Investigations/Searches:

When a manager or supervisor has reasonable suspicion that an employee has violated this policy, the supervisor, or his or her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases,

backpacks and other locations or articles without prior notice to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent the Company from searching such article. Employees therefore should have no expectation of privacy for personal belongings brought onto the Company premises or a Company vehicle, whether or not the items are in a locker or locked container. When an employee is not present or refuses to remove a personal lock, the Company may do so for the employee and compensate the employee for the lock.

7. What Happens When an Employee Tests Positive for Prohibited Substances:

Any employee testing positive for drugs or alcohol, or refusing to submit to a test, will be subject to discipline, up to and including termination of employment. An employee's conviction on a charge of illegal sale or possession of any controlled substance will also result in discipline, up to and including termination of employment.

8. Employee Assistance:

The Company will provide reasonable accommodations to employees who abuse alcohol or drugs by providing unpaid leave to enroll in a qualified treatment program, provided that this accommodation does not impose an undue hardship on the Company and provided that this accommodation is requested prior to the day of testing. Employees may use accrued, unused sick leave when taking leave under this policy. Failure to enter, remain or successfully complete a qualified treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state and federal laws.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding employee performance, and participation will not prevent the Company from administering discipline for violation of its policies or relieve the employee of his or her responsibility to perform his or her job in a safe and efficient manner. The Company may require any employee who has gone through substance abuse treatment to be evaluated by a Company-selected physician before being allowed to return to work.

P. PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of

conduct injurious to security, personal safety, employee welfare and the Company's operations also may be prohibited. Notwithstanding the items stated in this list, the Company reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

- Falsification of employment records, employment information or other Company records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another employee's.
- Theft, deliberate or careless damage of any Company property or the property of any employee or customer.
- Deliberate destruction of any Company property or the property of any employee or customer.
- Removing or borrowing Company property without prior authorization.
- Unauthorized use of Company equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on Company property.
- Participating in horseplay or practical jokes on Company time or on Company premises.
- Carrying firearms or any other dangerous weapons on Company premises or in Company vehicles at any time.
- Engaging in criminal conduct whether or not related to job performance.
- Causing, creating or participating in a disruption of any kind during working hours on Company property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- Using abusive language at any time on Company premises.
- Failure to notify a supervisor when unable to report to work.
- Unreported absence on scheduled workdays.
- Failure to obtain permission to leave work for any reason during normal working hours.
- Failure to observe working schedules, including rest and meal periods.
- Sleeping or malingering on duty.
- Working overtime without authorization or refusing to work assigned overtime.

- Wearing extreme, unprofessional or inappropriate styles of dress or hair while working.
- Violation of any safety, health, security or Company policies, rules or procedures.
- Committing a fraudulent act or breach of trust under any circumstance.
- Committing of or involvement in any act of unlawful harassment of another individual.
- Failing to promptly report work-related injury or illness.
- Failing to provide a physician's certificate when requested or required to do so.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or the Company remains free to terminate the employment relationship at any time, with or without reason or advance notice.

Q. OFF DUTY CONDUCT

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct on the part of an employee that adversely affects the Company's legitimate business interest or the employee's ability to perform his or her job will not be tolerated.

R. ENVIRONMENTAL REGULATION COMPLIANCE.

In the course of duties as a truck driver or in other capacities it is important to conduct yourself so that nothing is done that would harm the environment. If you notice any environmental violations by our Company or anyone in our Company, please notify your supervisor as soon as possible. If you prefer to ask questions or report environmental violations anonymously, please feel free to do so.

Federal and State law imposes on the Company the responsibility to provide you with this information concerning environmental laws and imposes upon you the responsibility to comply with these laws. The penalties for violating these responsibilities are very severe and include monetary penalties and jail time.

The topics covered are as follows:

1. Mixer Truck Washout:

After unloading, DO clean your truck and chute so that the residue goes where the contractor has instructed. This should be a wheelbarrow or other container. Do not discharge residue anywhere else, and in particular, do not discharge residue onto an area that drains so that residue could contact flowing water. Under the clean water laws of the federal and state governments, it is a criminal violation of law to discharge anything into a watercourse without a permit. A watercourse is broadly defined to basically include any ground, covered or not, that eventually drains into flowing water. For example, a watercourse includes storm drains, street gutters, culverts, and drainage swales.

The Company has notified our customers that they are responsible for providing a place to wash out trucks. If it appears that the contractor will not be able to provide you with a place to wash out that complies with the law, notify your supervisor and do not unload until you receive further instruction.

You will be provided a container, which you can use to collect chute residue and put back in the mixer, in the event that there is no other place to wash out. This container can also be used to collect other fluids, as described below.

2. Fueling:

It is very important that fuel not be spilled while fueling. Always stay with your truck the entire time that it is being fueled. Keep a rag nearby to collect every drop that might otherwise spill. It is against Company policy to lodge any object into the fuel nozzle to keep it in the "on" position. If a spill does occur, report it to your supervisor immediately and make sure that it is cleaned up immediately.

3. Fluid Leaks:

As you are aware, you are to inspect your truck and equipment every time before you operate it, and prepare and submit an inspection report. Check for oil and fluid leaks, and if you notice any, report them to the shop and place a drip pan under the area of the leak. Make sure that the spill is cleaned up immediately. If a fluid line breaks while you are away from a shop, immediately notify your supervisor of the problem. If the break occurs while you are on the road, pull off to the side of the road immediately. Leaking fluid can present a safety hazard for other drivers

as well as an environmental hazard. Always place a pan or bucket under a leaking or broken line to contain the spill.

4. Truck Cleaning:

The Company appreciates the clean appearance of our fleet and wants to keep our trucks the cleanest on the road. Any truck washing with other than a rag must be done in a way that any soaps, detergents or other cleaning agents will drain to a safe and proper area.

5. Stormwater Discharges:

The Company is trying to limit as much as possible contamination of stormwater runoff. Thus, make sure that your truck does not expose any oil or grease or other substances where rainwater could come into contact with it. If you notice any spills of any fluids, report these to your supervisor as soon as possible. If you see anything else that could come into contact with rainwater and leave the site, also notify your supervisor immediately.

If you have any questions about this subject, please contact your supervisor.

NOTE: Any violations of the above will be grounds for disciplinary action, up to and including termination of employment.

The Company is supportive of a clean and healthy environment. The Company faces severe penalties if any violations do occur. Employees can be held personally responsible by government enforcement agencies for violations of environmental laws.

S. CONDUCTING PERSONAL BUSINESS.

Employees are to conduct only Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled work hours (excluding breaks).

T. USE OF ELECTRONIC MEDIA.

The Company uses various forms of electronic communication. All electronic communications, including but not limited to, office phone, cell phone, laptop, tablet, software and hardware, remain the sole property of the Company and are to be used only for Company business and not for any personal use. Electronic communication/media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose which is illegal, against Company policy or not in the best interest of the Company. Employees who misuse electronic

communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment or related actions will be subject to disciplinary action, up to and including termination.

Employees may not install personal software on Company electronic devices and computer systems. All electronic information created by any employee using any means of electronic communication is the property of the Company and remains the property of the Company. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if it becomes necessary to do so for any reason. There is no expectation of personal privacy on any Company-owned devices, electronic platforms or communication systems. The Company reserves the right to access and review electronic files, messages, mail, etc., and to monitor the use of electronic communications as is necessary to ensure that there is no misuse or violation of Company policy or any law. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. Employees who use cell phones, laptops, tablets, and fax communications should not use these methods for communicating confidential or sensitive information or any trade secrets. Access to the Internet, Web sites and other types of Company-paid computer access are to be used for Company-related business only. Any information about the Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by the Company before the information is placed on an electronic information source.

All messages sent and received, including personal messages, and all data and information stored on the Company's e-mail system, voice mail system, computer systems, laptops, or tablets are Company property regardless of the content. As such, the Company reserves the right to access all of its technology resources at any time, at its sole discretion. Accordingly, although the Company does not wish to examine personal information of its employees, on occasion, the Company may need to access any of its technology resources. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the Company's technology resources. The Company may, at its discretion, inspect all files or messages on its technology resources at any time for any reason. The Company may also monitor its technology resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

U. SOLICITATION AND DISTRIBUTION OF LITERATURE.

In order to ensure efficient operation of the Company's business and to prevent annoyance to employees, it is necessary to control solicitations and distribution of literature on Company property. The Company has established the following rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

V. *NONDISCLOSURE OR USE OF TRADE SECRETS/CUSTOMER LISTS*

During the term of employment with the Company, employees may have access to and become familiar with information of a confidential, proprietary, or secret nature, which is or may be either applicable or related to the present or future business of the Company, its research and development, or the business of its customers. For example, trade secret information includes, but is not limited to, devices, inventions, processes and compilations of information, records, specifications, and information concerning customers or vendors. Employees shall not disclose any of the above-mentioned trade secrets, directly or indirectly, or use them in any way, either during the term of their employment or at any time thereafter, except as required in the course of employment with the Company. The employee understands that customer lists of the Company, for which the employee has or will have access to during the employee's employment, are trade secrets and are solely the property of the Company. The employee agrees that he/she shall neither directly nor indirectly solicit business as to products or services competitive with those of the Company based on information from the customer lists.

The above agreement should not be construed as constituting a promise of continued employment for at-will employment purposes.

VII. HEALTH AND SAFETY.

A. *INDUSTRIAL INJURIES*

If an employee is injured on the job, it is mandatory that workers' compensation procedures be followed. The following steps must be taken:

1. Report the injury to your supervisor immediately.

2. Complete an “Employee’s Claim for Work Comp Benefits” form within 24 hours of the injury. Complete this form in detail, describing how the injury occurred and what equipment was involved. Your supervisor has this form.
3. If medical attention is needed, treatment must be authorized and performed by a Company approved clinic within the Medical Provider Network (MPN)
4. The clinic designated for each plant is posted at each location.
5. Turn in all doctors’ notes to the human resources department.
6. In order to return to work, you must either have a full release or restrictions that can be accommodated. Your supervisor will decide if modified work is available.
7. Supervisors must fill out an Accident Investigation Form.
8. Continuation of benefits will be the same as an employee who is off work under FMLA.

B. RECREATIONAL ACTIVITIES AND PROGRAMS

The Company or its insurer will not be liable for payment of workers’ compensation benefits for any injury that arises out of an employee’s voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee’s work-related duties.

C. WORKPLACE VIOLENCE

The Company has adopted the following workplace violence policy to ensure a safe working environment for all employees. The Company has a zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination. Possession of non-work related weapons on Company premises, in Company vehicles or at Company-sponsored events shall constitute a threat of violence. It is every employee’s responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager. A threat includes, but is not limited to, any indication of intent to harm a

person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

D. SECURITY

The Company has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your supervisor. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities.

E. HEALTH AND SAFETY

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the supervisor's office.

In compliance with Proposition 65, the Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. This notice is available on the employee portal of the Company website.

F. HEAT ILLNESS

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to the Company's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

Further, employees who work outdoors are entitled, encouraged, and expected to take cool-down rest breaks in fixed, shaded areas whenever needed to prevent heat illness. These "cool-down" periods shall last five minutes, or until such time as the employee feels ready to resume his or her work duties and exhibits no signs or symptoms of heat illness.

These breaks are provided in addition to Employees' regular, ten minute rest periods. Employees who feel they were not provided a recovery period that complies with this policy should inform their supervisor or manager, and (if not corrected) Human Resources immediately.

G. *WORKPLACE BULLYING*

The Company does not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

The Company defines bullying as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes but is not limited to:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Individuals who feel they have experienced bullying should report this to their supervisor or to Human Resources before the conduct becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Company to take appropriate action.

VIII. MISCELLANEOUS INFORMATION.

A. *BULLETIN BOARD, NEWSLETTERS.*

A bulletin board is located at each Company facility. Notices that affect employees will be posted on bulletin boards, including information from governmental agencies and from the Company. All employees should check the boards for notices. Employees may not post items on the Company bulletin board without prior approval of a supervisor.

In addition, the Company publishes a newsletter that will contain information the employees are responsible to know. Please make sure you read newsletters when they are distributed.

B. *COMPANY VEHICLES*

The Company provides vehicles for certain employees for their use only in trade or business and incidental personal use as described below. Each driver is responsible for the actual possession, care and use of the company vehicle in his/her possession. The driver is responsible for the operation of the vehicle in a manner that is consistent with reasonable practices that avoid abuse, theft, neglect or disrespect of equipment.

Personal use may be made of company vehicles on the way to and from work but employees are encouraged to keep such use to a minimum. If personal use is made during these periods, the employee's individual car insurance becomes primary for purposes of insurance liability. Company vehicles may not be used on weekends or holidays for personal use unless such use coincides with work-related usage. The employee should

be aware that such personal use indicates acceptance of any liability not covered by company insurance.

Only authorized employees may drive company vehicles. Passengers are generally limited to those individuals who need to ride in the vehicle to conduct employer business, such as other employees, client representatives, etc. However, employees may transport non-business related individuals in the vehicle (family members, friends, etc.) when such transportation is related to incidental personal use.

Employees using Company vehicles are expected to follow all federal, state, and local laws while driving, including with respect to the operation of mobile devices. Texting while driving is strictly prohibited and use of mobile devices for calls should be avoided while driving. If a call is accepted or placed, the driver must use a hands-free device. No driver shall operate a company vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury or prescription medication.

C. BUSINESS GIFTS

The Company prohibits employees from accepting gifts, gratuities, commissions, or payments of any kind from individuals or companies with which the Company does business. The Company believes that acceptance of such gifts places employees in positions that conflict with the best interest of the business. The above policy does not apply to small gifts such as T-shirts, hats, etc.

D. TRANSFERS

The Company reserves the right to transfer an employee from one plant to another at any time. However, the Company will take into consideration the distance between an employee's home and the plant to which he/she would be transferred when making a permanent transfer.

E. JURY DUTY

The Company will allow time off in order for an employee to report for jury duty. However, time off for jury duty is not compensated by the Company. If you need to provide documentation of this policy to the jury commissioner, please contact the human resources department for a letter.

F. NOTIFICATION OF CHANGES

It is the employee's responsibility to notify the human resources department in writing when there has been a change of address, phone number, emergency contact, marital status, dependents or beneficiaries as soon as the change has occurred. Failure to notify the human

resources department may result in lost benefits for the employee and/or dependents.

IX. LEAVES OF ABSENCE

A. INTRODUCTION

The Company provides a variety of leaves including: (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the California Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993, as amended (“FMLA”); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act (“FEHA”); (3) up to 12 weeks of leave for baby bonding under the California New Parent Leave Act; (4) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or the FEHA; and (5) leave for other legally required absences as set forth below. Employees having any questions regarding the above should contact Human Resources.

The following description of leaves was intended to be in compliance with applicable law at the time of publication of this handbook. In the event of any conflict between this handbook and any applicable laws or regulations, the Company policies will follow the applicable laws and regulations.

B. FAMILY CARE, MEDICAL AND MILITARY FAMILY LEAVE

1. Eligibility

To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the Company for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of the Company’s next closest facility.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should refer to Sections III and IV of this policy, and also contact a Human Resources professional for clarification about his or her rights for other types of leave.

2. Permissible Uses

“Family care and medical leave” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; (3) the serious health condition of an employee’s child, registered domestic partner, spouse, or parent; or (4) an employee’s own serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a medical care facility with the expectation that he or she will remain at least overnight, or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

“Military exigency leave” may be requested when there is a qualifying military exigency arising out of the fact that an employee’s spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

- Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.
- Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary

measures, parent-teacher conferences, or meetings with school counselors.

- Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent servicemember in matters related to military benefits.
- Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered servicemember.
- Rest and recuperation where the employee may take up to fifteen days of leave to spend time with a covered servicemember each time the servicemember is on short-term rest and recuperation leave during the period of deployment.
- Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered servicemember.
- Parental leave where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.
- Additional activities where the employee may take leave to address other events that arise out of the call to active duty as the Company and the employee may agree as to both timing and duration.

"Military caregiver leave" may be requested to care for a covered servicemember if the employee is the covered servicemember's spouse, child, parent, or next of kin. For purposes of this leave, a covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

3. Substitution of Paid Leave

Employees are required to substitute accrued vacation time (except sick leave) for all family care, medical leaves, and military leaves. Employees are required to substitute sick leave only for the employee's own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave,

4. Amount of Leave

a) Family Care, Medical, and Military Caregiver Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee uses any leave.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

b) Military Caregiver Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for the care of the servicemember and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

c) Intermittent Leave

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must try to schedule the treatment so as not to disrupt unduly the Company's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the

minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

5. Leave's Effect on Pay

Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve-month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

6. Leave's Effect on Benefits

During an employee's family care, medical, and military family leave, the Company will continue to pay for the employee's participation in the Company's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Company for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, then the Company can recover any health plan premiums paid by the Company on the employee's behalf during any periods of the leave.

With regard to other employee benefit plans, the Company will continue to pay for the employee's participation in such plans to the same extent and under the same conditions as apply to other leaves that are not family care, medical and military family leaves. Specifically, with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by the Company. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service. Nor will the use of family care, medical or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

7. Procedure For Requesting Family Care, Medical and Military Family Leave

a) Notice Requirements

Employees must notify the Company of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the Company of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the Company as soon as is practicable and generally must comply with the Company's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting Company operations, and may be requested to reschedule the treatment so as to minimize disruption of the Company's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the Company aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform

the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the Company reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact the Human Resources Department.

Once the Company is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility.

b) Certification

Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured servicemember. Employees generally must provide the required certification within 15 calendar days after the Company's request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the Company's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

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

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the Company may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The Company has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the Company will accept Invitational Travel Orders (ITOs) Invitational Travel Authorizations (ITAs) in lieu of its medical certification form. Where leave is related to a covered veteran's serious injury or illness, the employee may also submit documentation of enrollment in Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the Company to support the employee's leave request.

Where permitted by law, if the Company has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the Company may require the employee to obtain a second opinion from a doctor of the Company's choosing at the Company's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the Company may require a third opinion, also at the Company's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of

medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

8. Designation of Protected Leave

Once the Company has enough information to determine whether the leave is FMLA-qualifying, the Company will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the Company determines that the leave is not protected, the Company will notify the employee.

9. Recertification

The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the Company with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the Company may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

10. Return to Work Certification

Where the leave is for the employee's own serious health condition, the Company requires employees to provide medical certification that he or she is released to return to work and able to do so. The Company may delay restoring the employee to employment or terminate the employee without such certificate.

11. Leave's Effect on Reinstatement

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The Company may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the Company within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the Company's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The Company will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The Company complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor 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. If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources Department. Separately, employees may file complaints of claimed violations of CFRA with the California Department of Fair Employment and Housing (DFEH), which is authorized to investigate such complaints. For more information, visit the DFEH's website at <http://www.dfeh.ca.gov>.

C. *PREGNANCY-RELATED DISABILITY RIGHTS*

1. Leaves of Absence, Accommodations, and Transfers

Any employee who is disabled by pregnancy, childbirth, or related conditions may take a Pregnancy-Related Disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under this policy (Family Care, Medical and Military Family Leaves). Related Disability Leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the Company with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

2. Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking Pregnancy-Related Disability Leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for Pregnancy-Related Disability Leave does not extend the total duration of the leave to which an employee is entitled.

3. Leave's Effect on Benefits

During a Pregnancy-Related Disability Leave, the Company will continue to pay for the employee's participation in the Company's group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

Thus, the employee must continue to pay her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Company for the payment of such premiums.

The Company may recover from the employee the premiums that the Company paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case the Company can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee chooses not to return after the Pregnancy-Related Disability Leave, in which case the Company can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case the Company can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is the Company's policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave and vacation leave only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability Leave according to the provisions of the Company's various employee benefit plans.

4. Return to Work Certification

Consistent with the Company's practice for other employees returning from a disability leave for reasons other than pregnancy, the Company requires that an employee returning from Pregnancy-Related Disability

Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

5. Leave's Effect on Reinstatement

Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.

6. Other Terms and Conditions of Leave

The provisions of the Company's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, and medical certification requirements also apply to all Pregnancy-Related Disability Leaves, as well as requests for pregnancy-related reasonable accommodations and transfers, and New Parent Leaves (to the extent permitted by law). However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

D. LACTATION ACCOMMODATION

The Company provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The company will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

An employee may request an accommodation for lactation breaks by submitting a written request for lactation accommodation to the human resources department.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

The company reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

E. OTHER DISABILITY LEAVES

In addition to medical or pregnancy-related disability leaves described in above, employees may take a temporary disability leave of absence, if necessary, to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under Section II of this policy.

F. SCHOOL ACTIVITIES

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by the Company, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

G. MILITARY LEAVE

Employees who wish to serve in the military and take military leave should contact the personnel office for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

H. ORGAN DONOR LEAVE

The Company provides eligible employees up to 30 days in a 12-month period of paid leave to donate an organ to another person, and up to five days in a 12-month period of paid leave to donate bone marrow to another person. An additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee donating an organ.

To be eligible, employees must have been employed with the Company for 90 days immediately preceding the commencement of leave. Additionally, the Company may require written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary.

Employees should request leave under this policy with as much advanced notice as practicable. In support of their request for leave under this policy, employees should provide the human resources department with appropriate written certification that they are organ or bone marrow donors and that there is a medical necessity for the donation.

During leave under this policy the company will maintain coverage for employees and their family members who participate in the Company's group health plan on the same terms as if the employees had continued to work. If applicable, employees should make arrangements to pay their share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for employees and their families. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the leave. Employees should consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Upon returning from leave under this policy, employees will typically be restored to their positions, or to equivalent positions, with equivalent pay, benefits, and other employment terms and conditions.

Employees with questions regarding this policy should contact the human resources department.

X. CLOSING MATTERS

A. *OTHER COMPANY POLICIES, RIGHT TO REVISE*

This employee handbook contains all of the employment policies and practices of the Company in effect at the time of publication, except as are maintained in the Company's Injury and Illness Prevention Program, Vehicle Use Policy, and the Company's alcohol and drug testing program, and other written programs. All previously issued handbooks, statements or memoranda are superseded.

The Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document. Any written changes to this handbook will be communicated to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment, which, as noted above, is “at will” employment. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

B. ACKNOWLEDGMENT OF RECEIPT.

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE HUMAN RESOURCES DEPARTMENT.

Employee Name: _____

I acknowledge that I have been provided a paper or electronic copy of the Company's Employee Handbook (May 2020 revision), and that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the Company. I also acknowledge and agree that the Company reserves the right to modify the Handbook from time to time, that a copy of the Handbook is posted on the employee portal of the Company website for my review, and that the most recent revision of the Company's Employee Handbook will govern the policies and procedures of the Company and will be binding upon me.

I further understand, however, that the policies contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action.

I understand and agree that my relationship with the Company is "at-will," which means that my employment is for no definite period and may be terminated by me or by the Company at any time and for any reason with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and an officer of the Company.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

Dated: _____

Signed: _____