



California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state *regardless of immigration status*.

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.



Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections ([Labor Code § 90.2](#))

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibility Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

Your protections against unfair immigration-related practices ([Labor Code §§ 1019-1019.2](#))

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-related action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
 - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.



Your right to designate an emergency contact ([Labor Code § 1555](#))

Your employer **must** allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they **must** notify your designated emergency contact if you choose that option.



Your right to organize a union or engage in protected activity in the workplace

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.



Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, **regardless of their immigration status**, including when law enforcement (including a federal immigration agent) approaches you. In addition, under California law, state and local law enforcement cannot assist federal agencies such as ICE with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches (U.S. Constitution, 4th Amendment)

- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

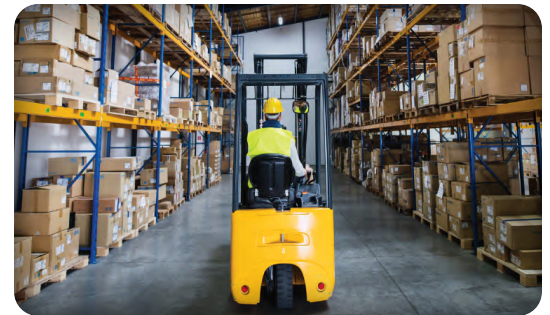
Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a [judicial warrant](#), signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.

In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public areas* of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public areas* of the workplace.

More detailed information can be found in the DOJ's and LCO's joint [Immigrant Worker Protection Act FAQ](https://oag.ca.gov/system/files/media/ab450-faqs.pdf) (<https://oag.ca.gov/system/files/media/ab450-faqs.pdf>).

Your right to be free from unreasonable seizures (U.S. Constitution, 4th Amendment)

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and question or search you. You can ask “Am I being detained?” or “Am I free to leave?” If the officer says that you are not being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforcement officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents. You do not have to sign anything without speaking to an attorney.



Your right to remain silent (*U.S. Constitution, 5th Amendment*)

- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney **and then remain silent**.
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.



Your right to record interactions with law enforcement in public spaces under the 1st Amendment

The public has the right to observe and record officers and government officials carrying out their duties in public. If you choose to record, you should stand a safe distance away and do not interfere with the officer's actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal charges.

Access to legal representation

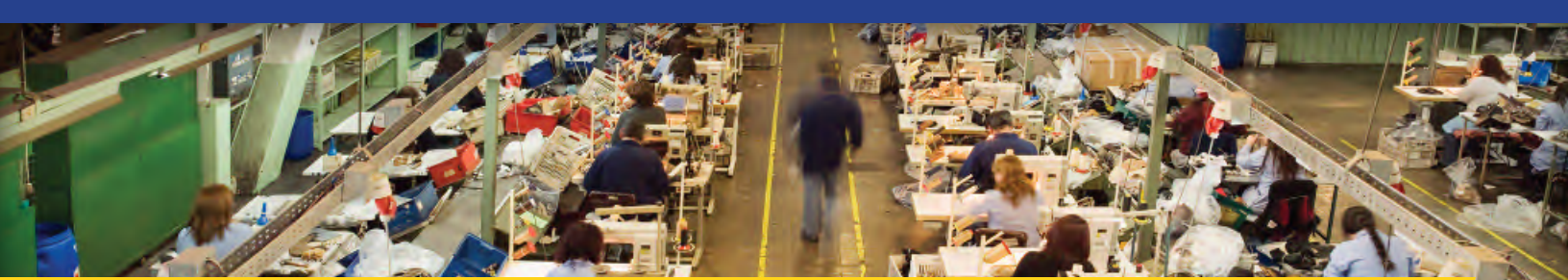
If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to consult with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE or CBP, you may invoke your right to speak with an attorney before saying or signing anything. You may also ask to speak to your consulate who may provide assistance.



Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your job. The benefits provide you with medical care for your injury/illness, partially replace the wages you lose while you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ or call 1-800-736-7401.



Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek assistance:

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)

Information: (833) LCO-INFO (833-526-4636)
Immigration helpline: (855) 526-7775
www.dir.ca.gov/dlse/

California Division of Occupational Safety and Health (Cal/OSHA)

(833) 579-0927
<https://www.dir.ca.gov/dosh/>

California Division of Workers Compensation (DWC)

(800) 736-7401
dir.ca.gov/dwc/

Other California Agencies:

California Attorney General (AG)

(800) 952-5225
www.oag.ca.gov

California Civil Rights Department (CRD)

(800) 884-1684
civildrights.ca.gov/

California Agricultural Employees Agricultural Labor Relations Board (ALRB)

(800) 449-3699
www.alrb.ca.gov

California Public Sector Employees *and Transportation Network Company Drivers* Public Employment Relations Board (PERB)

(916) 322-3198
perb.ca.gov

Federal Agencies:

Private Sector Employees National Labor Relations Board (NLRB):

(844) 762-6572
www.nlr.gov

Federal Employees U.S. Federal Labor Relations Authority (FLRA):

(771) 444-5801
<https://www.flra.gov/>

Railway and Airline Employees National Mediation Board (NMB):

(202) 692-5000
https://nmb.gov/NMB_Application/

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-and-Community-Based-Organizations-Serving-Workers.html.



Important Information about Medical Care if You Have a Work-Related Injury or Illness

Complete Written Employee Notification Re: Medical Provider Network
(Title 8, California Code of Regulations, section 9767.12)

California law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer or insurer has chosen to provide this medical care by using a Workers' Compensation physician network called a Medical Provider Network (MPN). This MPN is administered by Pacific Claims Management. This notification tells you what you need to know about the MPN program and describes your rights in choosing medical care for work-related injuries and illnesses.

- **What happens if I get injured at work?**

In case of an emergency, you should call 911 or go to the closest emergency room.

If you are injured at work, notify your employer as soon as possible. Your employer will provide you with a claim form. When you notify your employer that you have had a work-related injury, your employer or insurer will make an initial appointment with a doctor in the MPN.

- **What is an MPN?**

A Medical Provider Network (MPN) is a group of health care providers (physicians and other medical providers) used by your employer or its claims administrator to treat workers injured on the job. MPNs must allow employees to have a choice of provider(s). Each MPN must include a mix of doctors specializing in work-related injuries and doctors with expertise in general areas of medicine.

- **What MPN is used by my employer?**

Your employer is using the Pacific Claims Management MPN with the identification number 3119. You must refer to the MPN name and the MPN identification number whenever you have questions or requests about the MPN.

- **Who can I contact if I have questions about my MPN?**

The MPN Contact listed in this notification will be able to answer your questions about the use of the MPN and will address any complaints regarding the MPN.

MPN Contact toll free # (877) 854-3353

General information regarding the MPN can also be found at the following website: www.pcmmpn.com. No password is required to access this MPN.

- **What if I need help finding and making an appointment with a doctor?**

The MPN's Medical Access Assistant will help you find available MPN physicians of your choice and can assist you with scheduling and confirming physician appointments. The Medical Access Assistant is available to assist you Monday through Saturday from 7am-8pm (Pacific) and schedule medical appointments during doctors' normal business hours. Assistance is available in English and in Spanish.

Medical Access Assistant (MAA)

Toll Free Number: (877) 854-3353

Email: mpninfo@netbyd.com

Fax: (209) 879-9387

- **How do I find out which doctors are in my MPN?**

You can get a regional list of all MPN providers in your area by calling the MPN Contact or by going to our website at: www.pcmmpn.com. At minimum, the regional list must include a list of all MPN providers within 15 miles of your workplace and/or residence or a list of all MPN providers within the county where you live and/or work. You may choose which list you wish to receive. You also have the right to obtain a list of all the MPN providers upon request.

You can access the roster of all treating physicians in the MPN and the roster of all participating providers in the MPN by going to the website at: www.pcmmpn.com.

- **How do I choose a provider?**

Your employer will arrange the initial medical evaluation with a MPN physician. After the first medical visit, you may continue to be treated by that doctor, or you may choose another doctor from the MPN. You may continue to choose doctors within the MPN for all of your medical care for this injury.

If appropriate, you may choose a specialist or ask your treating doctor for a referral to a specialist. Some specialists will only accept appointments with a referral from the treating doctor. Such specialists might be listed as “by referral only” in your MPN directory.

If you need help in finding a doctor or scheduling a medical appointment, you may call the Medical Access Assistant.

- **Can I change providers?**

Yes. You can change providers within the MPN for any reason, but the providers you choose should be appropriate to treat your injury. Contact the MPN Contact or your claims adjuster if you want to change your treating physician.

- **What standards does the MPN have to meet?**

The MPN has providers in the entire state of California.

The MPN must give you access to a regional list of providers that includes at least three physicians in each specialty commonly used to treat work injuries/illnesses in your industry. The MPN must provide access to primary treating physicians within 30 minutes or 15 miles and specialists within 60 minutes or 30 miles of where you work or live.

If you live in a rural area or an area where there is a healthcare shortage, there may be a different standard.

After you have notified your employer of your injury, the MPN must provide initial treatment within 3 business days. If treatment with a specialist has been authorized, the appointment with the specialist must be provided to you within 20 business days of your request.

If you have trouble getting an appointment with a provider in the MPN, contact the Medical Access Assistant.

If there are no MPN providers in the appropriate specialty available to treat your injury within the distance and time frame requirements, then you will be allowed to seek the necessary treatment outside of the MPN.

- **What if there are no MPN providers where I am located?**

If you are a current employee living in a rural area or temporarily working or living outside the MPN service area, or you are a former employee permanently living outside the MPN service area, the MPN or your treating doctor will give you a list of at least three physicians who can treat you. The MPN may also allow

you to choose your own doctor outside of the MPN network. Contact your MPN Contact for assistance in finding a physician or for additional information.

- **What if I need a specialist that is not available in the MPN?**

If you need to see a type of specialist that is not available in the MPN, you have the right to see a specialist outside of the MPN.

- **What if I disagree with my doctor about medical treatment?**

If you disagree with your doctor or wish to change your doctor for any reason, you may choose another doctor within the MPN.

If you disagree with either the diagnosis or treatment prescribed by your doctor, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact the MPN Contact or your claims adjuster and tell them you want a second opinion. The MPN should give you at least a regional or full MPN provider list from which you can choose a second opinion doctor. To get a second opinion, you must choose a doctor from the MPN list and make an appointment within 60 days. You must tell the MPN Contact of your appointment date, and the MPN will send the doctor a copy of your medical records. You may also request a copy of your medical records that will be sent to the doctor.

If you do not make an appointment within 60 days of receiving the regional provider list, you will not be allowed to have a second or third opinion with regard to this disputed diagnosis or treatment of the treating physician.

If the second-opinion doctor feels that your injury is outside of the type of injury he or she normally treats, the doctor's office will notify your employer or insurer and you. You will get another list of MPN doctors or specialists so you can make another selection.

If you disagree with the second opinion, you may ask for a third opinion. If you request a third opinion, you will go through the same process you went through for the second opinion.

Remember that if you do not make an appointment within 60 days of obtaining another MPN provider list, then you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment of this treating physician.

If you disagree with the third-opinion doctor, you may ask for an MPN Independent Medical Review (MPN IMR). Your employer or MPN Contact will give you information and a form for requesting an MPN Independent Medical Review at the time you select a third-opinion physician.

If either the second or third-opinion doctor or MPN Independent Medical Reviewer agrees with your need for a treatment or test, you may be allowed to receive that medical service from a provider within the MPN, or if the MPN does not contain a physician who can provide the recommended treatment, you may choose a physician outside the MPN within a reasonable geographic area.

- **What if I am already being treated for a work-related injury before the MPN begins?**

Your employer has a “*Transfer of Care*” policy which will determine if you can continue being temporarily treated for an existing work-related injury by a physician outside of the MPN before your care is transferred into the MPN.

If your current doctor is not or does not become a member of the MPN, then you may be required to see a MPN physician. However, if you have properly predesignated a primary treating physician, you cannot be transferred into the MPN. (If you have questions about predesignation, ask your supervisor.)

If your employer decides to transfer you into the MPN, you and your primary treating physician must receive a letter notifying you of the transfer.

If you meet certain conditions, you may qualify to continue treating with a non-MPN physician for up to a year before you are transferred into the MPN. The qualifying conditions to postpone the transfer of your care into the MPN are set forth in the box below.

Can I Continue Being Treated By My Doctor?

You may qualify for continuing treatment with your non-MPN provider (through transfer of care or continuity of care) for up to a year if your injury or illness meets any of the following conditions:

- **(Acute)** The treatment for your injury or illness will be completed in less than 90 days;
- **(Serious or Chronic)** Your injury or illness is one that is serious and continues for at least 90 days without full cure or worsens and requires ongoing treatment. You may be allowed to be treated by your current treating doctor for up to one year, until a safe transfer of care can be made;
- **(Terminal)** You have an incurable illness or irreversible condition that is likely to cause death within one year or less;
- **(Pending Surgery)** You already have a surgery or other procedure that has been authorized by your employer or insurer that will occur within 180 days of the MPN effective date, or the termination of contract date between the MPN and your doctor.

You can disagree with your employer's decision to transfer your care into the MPN. If you don't want to be transferred into the MPN, ask your primary treating physician for a medical report on whether you have one of the four conditions stated above to qualify for a postponement of your transfer into the MPN.

Your primary treating physician has 20 days from the date of your request to give you a copy of his/her report on your condition. If your primary treating physician does not give you the report within 20 days of your request, the employer can transfer your care into the MPN and you will be required to use an MPN physician.

You will need to give a copy of the report to your employer if you wish to postpone the transfer of your care. If you or your employer disagrees with your doctor's report on your condition, you or your employer can dispute it. See the complete Transfer of Care policy for more details on the dispute resolution process.

For a copy of the Transfer of Care policy, in English or Spanish, ask your MPN Contact.

● **What if I am being treated by a MPN doctor who decides to leave the MPN?**

Your employer or its claims administrator has a written "*Continuity of Care*" policy that will determine whether you can temporarily continue treatment for an existing work injury with your doctor if your doctor is no longer participating in the MPN.

If your employer or its claims administrator decides that you do not qualify to continue your care with the non-MPN provider, you and your primary treating physician must receive a letter notifying you of this decision.

If you meet certain conditions, you may qualify to continue treating with this doctor for up to a year before you must choose a MPN physician. These conditions are set forth in the "***Can I Continue Being Treated By My Doctor?***" box above.

You can disagree with your employer's or its claims administrator's decision to deny you Continuity of Care with the terminated MPN provider. If you want to continue treating with the terminated doctor, ask your

primary treating physician for a medical report on whether you have one of the four conditions stated in the box above to see if you qualify to continue treating with your current doctor temporarily.

Your primary treating physician has 20 days from the date of your request to give you a copy of his/her medical report on your condition. If your primary treating physician does not give you the report within 20 days of your request, your employer's or its claims administrator's decision to deny you Continuity of Care with your doctor who is no longer participating in the MPN will apply, and you will be required to choose a MPN physician.

You will need to give a copy of the report to your employer if you wish to postpone the selection of another MPN doctor for your continued treatment. If you or your employer disagrees with your doctor's report on your condition, you or your employer can dispute it. See the complete Continuity of Care policy for more details on the dispute resolution process.

For a copy of the Continuity of Care policy, in English or Spanish, ask your MPN Contact.

- **What if I have questions or need help?**

- **MPN Contact:** You may always contact the MPN Contact if you have questions about the use of the MPN and to address any complaints regarding the MPN.
- **Medical Access Assistants(MAA):** You may contact the Medical Access Assistant if you need help finding MPN physicians and scheduling and confirming appointments.
- **Division of Workers' Compensation (DWC):** If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you may call the DWC's Information and Assistance office at 1-800-736-7401. You may also go to the DWC's website at www.dir.ca.gov/dwc and under the header "Workers compensation programs and units" click on "Medical provider networks" for more information about MPNs.
- **MPN Independent Medical Review:** If you have questions about the MPN Independent Medical Review process, contact the Division of Workers' Compensation's Medical Unit at:
DWC Medical Unit
P.O. Box 71010
Oakland, CA 94612
(510) 286-3700 or (800) 794-6900

Keep this information in case you have a work-related injury or illness.



Notice to Employees--Injuries Caused By Work

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the same motion over and over).

Benefits. Workers' compensation benefits include:

- **Medical Care:** Doctor visits, hospital services, physical therapy, lab tests, x-rays, medicines, medical equipment and travel costs that are reasonably necessary to treat your injury. You should never see a bill. There are limits on chiropractic, physical therapy and occupational therapy visits.
- **Temporary Disability (TD) Benefits:** Payments if you lose wages while recovering. For most injuries, TD benefits may not be paid for more than 104 weeks within five years from the date of injury.
- **Permanent Disability (PD) Benefits:** Payments if you do not recover completely and your injury causes a permanent loss of physical or mental function that a doctor can measure.
- **Supplemental Job Displacement Benefit:** A nontransferable voucher, if you are injured on or after 1/1/2004, your injury causes permanent disability, and your employer does not offer you regular, modified, or alternative work.
- **Death Benefits:** Paid to your dependents if you die from a work-related injury or illness.

Naming Your Own Physician Before Injury or Illness (Predesignation). You may be able to choose the doctor who will treat you for a job injury or illness. If eligible, you must tell your employer, in writing, the name and address of your personal physician or medical group *before* you are injured. You must obtain their agreement to treat you for your work injury. For instructions, see the written information about workers' compensation that your employer is required to give to new employees.

If You Get Hurt:

1. **Get Medical Care.** If you need emergency care, call 911 for help immediately from the hospital, ambulance, fire department or police department. If you need first aid, contact your employer.
2. **Report Your Injury.** Report the injury immediately to your supervisor or to an employer representative. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you with a claim form within one working day after learning about your injury. Within one working day after you file a claim form, your employer or claims administrator must authorize the provision of all treatment, up to ten thousand dollars, consistent with the applicable treatment guidelines, for your alleged injury until the claim is accepted or rejected.
3. **See Your Primary Treating Physician (PTP).** This is the doctor with overall responsibility for treating your injury or illness.
 - If you predesignated your personal physician or a medical group, you may see your personal physician or the medical group after you are injured.
 - If your employer is using a medical provider network (MPN) or a health care organization (HCO), in most cases you will be treated within the MPN or HCO unless you predesignated a personal physician or medical group. An MPN is a group of physicians and health care providers who provide treatment to workers injured on the job. You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information.
 - If your employer is not using an MPN or HCO, in most cases the claims administrator can choose the doctor who first treats you when you are injured, unless you predesignated a personal physician or medical group.
4. **Medical Provider Networks.** Your employer may be using an MPN, which is a group of health care providers designated to provide treatment to workers injured on the job. If you have predesignated a personal physician or medical group prior to your work injury, then you may go there to receive treatment from your predesignated doctor. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN. For more information, see the MPN contact information below:

MPN website: www.pcmmpn.com

MPN Effective Date: 10/12/2018 MPN Identification number: 3119

If you need help locating an MPN physician, call your MPN access assistant at: (877) 854-3353

If you have questions about the MPN or want to file a complaint against the MPN, call the MPN Contact Person at: (877) 854-3353

Discrimination. It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Questions? Learn more about workers' compensation by reading the information that your employer is required to give you at time of hire. If you have questions, see your employer or the claims administrator (who handles workers' compensation claims for your employer):

Claims Administrator Pacific Claims Management Phone (559) 432-9400

Workers' compensation insurer Self-Insured (Enter "self-insured" if appropriate)

You can also get free information from a State Division of Workers' Compensation Information (DWC) & Assistance Officer. The nearest Information & Assistance Officer can be found at location: _____ or by calling toll-free **(800) 736-7401**. Learn more information about workers' compensation online: www.dwc.ca.gov and access a useful booklet "Workers' Compensation in California: A Guidebook for Injured Workers."

False claims and false denials. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony and may be fined and imprisoned.


Your employer may not be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in any **off-duty, recreational, social, or athletic activity** that is not part of your work-related duties.



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 877-895-5698. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other [underlined terms](#), see the Glossary. You can view the Glossary at www.myhealthbenefits.com or call 877-895-5698 to request a copy.

Important Questions	Answers		Why This Matters:
<p>What is the overall deductible?</p>	<p>Network Provider Individual: \$0 Family: \$0 Per Calendar Year</p>	<p>Non-Network Provider Not Covered</p>	<p>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. Preventive care and services subject to a copayment.</p>		<p>This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/</p>
<p>Are there other deductibles for specific services?</p>	<p>No.</p>		<p>You don't have to meet deductibles for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>Network Provider Individual: \$5,000 Family: \$10,000 Per Calendar Year</p>	<p>Non-Network Provider Not Covered</p>	<p>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limit until the overall family out-of-pocket limit has been met.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p>Premiums; balance-billing charges; and health care this plan doesn't cover.</p>		<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>

Important Questions	Answers	Why This Matters:
Will you pay less if you use a network provider ?	Yes. See or call 1-877-895-5698 for a list of www.multiplan.com network providers .	This plan uses a provider network for specific services.
Do you need a referral to see a specialist ?	No. You don't need a referral to see a specialist .	You can see the specialist you choose without a referral .

 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		PPO Provider (You will pay the least)	Open Access Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$40 copay	Not Covered	The Network Providers are available through the PHCS Specific Services Network and a provider listing is at www.multiplan.com/phcspracanc . Chiropractic care: 18 visits/year
	Specialist visit	\$40 copay	Not Covered	The Network Providers are available through the PHCS Specific Services Network and a provider listing is at www.multiplan.com/phcspracanc . Chiropractic care: 18 visits/year
	Preventive care/screening/immunization	No charge	Not Covered	None
If you have a test	Diagnostic test (x-ray, blood work)	\$20 copay	Not Covered	The Network Providers are available through the PHCS Specific Services Network and a provider listing is at www.multiplan.com/phcspracanc .
	Imaging (CT/PET scans, MRIs)	\$40 copay	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		PPO Provider (You will pay the least)	Open Access Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://usrxcare.com/ or call 1-800-608-2990</p>	Tier 1 Preferred brand & Generic	\$5 copay	Not covered	<p>Must use participating pharmacy. Non-participating pharmacies are NOT covered.</p> <p>Certain contraceptives and smoking deterrents are covered at no charge.</p> <p>Covers up to a 30-day supply (retail); 3 month supply (mail order).</p>
	Tier 2 Lower cost brand & Generic	\$40 copay	Not covered	
	Tier 3 Non-preferred brand & Generic	\$40 copay	Not covered	<p>See box above for terms. ↑ visit: https://welldyne.com</p> <p>Compound drugs are limited to a 30-day supply per copayment and may require prior authorization.</p> <p>\$500 yearly maximum</p>
	Tier 4 Specialty	\$40 copay	Not covered	<p>For a list of pharmacies, visit: Limited to a 30-day supply per copayment.</p> <p>\$500 yearly maximum</p>
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	Not covered	Not covered	None
	Physician/surgeon fees	Not covered	Not covered	None
<p>If you need immediate medical attention</p>	Emergency room care	Not covered	Not covered	None
	Emergency medical transportation	Not covered	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		PPO Provider (You will pay the least)	Open Access Provider (You will pay the most)	
	Urgent care	\$40 copay	Not covered	The Network Providers are available through the PHCS Specific Services Network and a provider listing is at www.multiplan.com/phcspracanc .
If you have a hospital stay	Facility fee (e.g., hospital room)	Not covered	Not covered	Not Covered
	Physician/surgeon fees	Not covered	Not covered	Not Covered
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Not covered	Not covered	Not Covered
	Inpatient services	Not covered	Not covered	Not Covered
If you are pregnant	Office visits	\$40 copay	Not covered	The Network Providers are available through the PHCS Specific Services Network and a provider listing is at www.multiplan.com/phcspracanc .
	Childbirth/delivery professional services	Not covered	Not covered	Not Covered
	Childbirth/delivery facility services	Not covered	Not covered	Not Covered
If you need help recovering or have other special health needs	Home health care	Not covered	Not covered	Not Covered

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		PPO Provider (You will pay the least)	Open Access Provider (You will pay the most)	
If you need help recovering or have other special health needs	Rehabilitation services	Not covered	Not covered	Not Covered
	Habilitation services	Not covered	Not covered	Not Covered
	Skilled nursing care	Not covered	Not covered	Not Covered
	Durable medical equipment	Not covered	Not covered	Not Covered
	Hospice services	Not covered	Not covered	Not Covered
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	None
	Children's glasses	Not covered	Not covered	Not covered
	Children's dental check-up	Not covered	Not covered	Not covered

Excluded Services & Other Covered Services:

<p>Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)</p>		
<ul style="list-style-type: none"> • Acupuncture • Bariatric Surgery • Cosmetic Surgery • Dental Care except for certain oral surgeries or treatment to sound natural teeth required when due to injury. 	<ul style="list-style-type: none"> • Hearing Aids • Infertility Treatment • Long Term Care • Private Duty Nursing, except as covered under home health 	<ul style="list-style-type: none"> • Routine eye care (Adult) • Routine Foot Care • Weight Loss Programs • All Out of Network Services

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor, Employee Benefits Security Administration at 866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Department of Labor, Employee Benefits Security Administration at 866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 888-895-5698.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on Individual coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$40
- Hospital (facility) [coinsurance](#) Not Covered
- Other (delivery) [coinsurance](#) Not Covered

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$40
---------------------------	-------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$60
Coinsurance	0%
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Peg would pay is	\$60

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$40
- Hospital (facility) [coinsurance](#) 0%
- Other (brand prescription) [copayment](#) \$40

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$40
---------------------------	-------------

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$100
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Joe would pay is	\$100

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$0
- [Specialist copayment](#) \$40
- Hospital (ER) [coinsurance](#) Not Covered
- Other (physical therapy) [copayment](#) Not Covered

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$40
---------------------------	-------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$40

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

PLAN 2 - Medical Benefit Grid - PPO 5000 RBP Plan

Calendar Year Maximum Benefits for: PPO 5000 RBP Plan		
All Essential Health Benefits	Unlimited	
	Network (PHCS Physician & Ancillary Only)	Open Access (Maximum Allowable Charge)
Deductible-Embedded		
Individual	\$5,000.00	\$6,000.00
Family Unit	\$10,000.00	\$13,000.00
<p><i>For any given Member, cost share applies either after he/she meets their individual Deductible, or after the entire family Deductible is met. The family Deductible can be met by any combination of amounts from any Member; however, no one Member may contribute any more than his/her individual Deductible toward the family Deductible.</i></p> <p><i>When the Deductible applies, you must pay it before benefits begin. See the sections below to find out when the Deductible applies.</i></p> <p><i>Copayments and Coinsurance are separate from and do not apply to the Deductible.</i></p>		
	Network (PHCS Physician & Ancillary Only)	Open Access (Maximum Allowable Charge)
Plan Pays (unless otherwise stated)	70%	70%
Out of Pocket-Embedded		
Individual	\$6,350.00	\$8,500.00
Family Unit	\$12,700.00	\$16,750.00
<p><i>For any given Member, the Out-of-Pocket Limit is met either after he/she meets their individual Out-Of-Pocket Limit, or after the entire family Out-of-Pocket Limit is met. The family Out-of-Pocket Limit can be met by any combination of amounts from any Member; however, no one Member may contribute any more than his/her individual Out-of-Pocket Limit toward the family Out-of-Pocket Limit</i></p> <p><i>The Out-of-Pocket Limit includes all Deductibles, Coinsurance and Copayments you pay during a Calendar Year unless otherwise stated.</i></p> <p><i>Once the Out-of-Pocket Limit is satisfied, you will not have to pay any additional Deductibles, Coinsurance or Copayments for the rest of the Calendar Year, except for the services listed below indicated with a "No".</i></p>		

The following table identifies what does and does not apply toward the Network and Non-Network Out-of-Pocket Maximums:

Plan Features	Applies to the Network Out-of-Pocket Maximum	Applies to the Open Access (Maximum Allowable Charge) Out-of-Pocket Maximum	
Payments toward the annual Deductible	Yes	Yes	
Coinsurance payments, including those for covered services available in the Prescription Drug Benefits section	Yes	Yes	
Copayments	Yes	Yes	
Charges for non-covered services	No	No	
The amounts of any Pre-Certification penalties	No	No	
Charges that exceed Allowable Expenses	No	No	
Covered Medical Expenses	Network (PHCS Physician & Ancillary Only)	Open Access (Maximum Allowable Charge)	Limits
Abortion (Medical/Medication and Surgical)	30% coinsurance after deductible	30% coinsurance after deductible	
Acupuncture	Not covered	Not covered	
Advanced Imaging Authorization Required (Computed Tomographic (CT) studies, Coronary CT angiography, MRI/MRA, nuclear cardiology, nuclear medicine and PET scans)	30% coinsurance after deductible		
Allergy Services	\$40 Copay deductible waived	\$40 Copay deductible waived	
Office Visit			
Injections			
Serum			
Ambulance (Ground/Water)	30% coinsurance after deductible		
Ambulance (Air)	30% coinsurance after deductible		
Ambulatory Surgical Center Authorization Required	30% coinsurance after deductible		
Anesthesia	30% coinsurance after deductible	30% coinsurance after deductible	

Bariatric Surgery Authorization Required			
Inpatient Facility Services	Not covered		
Outpatient Facility Services	Not covered		
Physician Services	Not covered	Not covered	
Bariatric Travel	Not covered	Not covered	
Birthing Center	30% coinsurance after deductible		
Blood & Plasma	30% coinsurance after deductible	30% coinsurance after deductible	
Chemotherapy/Radiation Therapy Authorization Required	30% coinsurance after deductible	30% coinsurance after deductible	
Chiropractic Care	\$40 Copay deductible waived	\$40 Copay deductible waived	18 visits per calendar year
Clinical Trials	Benefits are based on the setting in which Covered Services are received.		
Cochlear Implant	30% coinsurance after deductible	30% coinsurance after deductible	
COVID-19 Testing	30% coinsurance after deductible	30% coinsurance after deductible	
COVID-19 Home Testing	Not covered	Not covered	
COVID-19 Treatment	Benefits are based on the setting in which Covered Services are received.		
Diabetic Self-Management Training	\$40 Copay deductible waived	\$40 Copay deductible waived	
Diabetic Supplies	30% coinsurance after deductible	30% coinsurance after deductible	
Durable Medical Equipment Authorization Required	30% coinsurance after deductible	30% coinsurance after deductible	
Genetic Testing Authorization required	30% coinsurance after deductible	30% coinsurance after deductible	
Glaucoma, Cataract Surgery and Lenses (one Set) Authorization required	30% coinsurance after deductible	30% coinsurance after deductible	
Habilitative Services:			
<i>Authorization review for treatment plan required after first 12 visits</i>			

Occupational Therapy	\$40 Copay deductible waived	\$40 Copay deductible waived	35 visits per calendar year combined with physical, speech and cardiac therapy
Physical Therapy	\$40 Copay deductible waived	\$40 Copay deductible waived	35 visits per calendar year combined with occupational, speech and cardiac therapy
Speech-Language Pathology	\$40 Copay deductible waived	\$40 Copay deductible waived	35 visits per calendar year combined with physical, occupational and cardiac therapy
Hearing Aids	Not covered	Not covered	
Hemodialysis Authorization Required	30% coinsurance after deductible	30% coinsurance after deductible	
Home Health Care	30% coinsurance after deductible	30% coinsurance after deductible	60 visits per calendar year
Hospice Care:			
Inpatient	30% coinsurance after deductible		15 visits per calendar year
Outpatient	30% coinsurance after deductible		15 visits per calendar year
Family Bereavement Counseling	\$40 Copay deductible waived	\$40 Copay deductible waived	15 visits per calendar year
Hospital Services:			
Inpatient Treatment	30% coinsurance after deductible		
Outpatient Treatment; including Therapy services	30% coinsurance after deductible		
Emergency Room Facility Charge	30% coinsurance after deductible		
Outpatient Surgery-Outpatient Hospital	30% coinsurance after deductible		
Infertility Treatment			
Infertility Testing for Diagnosis	\$40 Copay deductible	\$40 Copay deductible	

	waived	waived	
Infertility Treatment	Not covered	Not covered	
Infusion Therapy	30% coinsurance after deductible	30% coinsurance after deductible	
Mental Health and Substance Abuse Treatment			
includes behavioral health treatment for Pervasive Developmental Disorder or Autism			
Inpatient Treatment Authorization required	30% coinsurance after deductible		
Outpatient Treatment-Office Setting	\$40 Copay deductible waived	\$40 Copay deductible waived	
Residential Treatment Facility Authorization required	30% coinsurance after deductible		
Partial Hospitalization Authorization required	30% coinsurance after deductible		
Intensive Outpatient services Authorization required	30% coinsurance after deductible		
Nutritional Counseling	\$40 Copay deductible waived	\$40 Copay deductible waived	
Outpatient Diagnostic Lab and X-ray			
Lab Independent Facility	30% coinsurance after deductible	30% coinsurance after deductible	
Radiology/X-ray Independent Facility	30% coinsurance after deductible	30% coinsurance after deductible	
Lab Outpatient Hospital	30% coinsurance after deductible		
Radiology/X-ray Outpatient Hospital	30% coinsurance after deductible		
Physician Services			
Note: For purposes of this Plan, Physicians considered a Primary Care Physician (PCP) are: Family Practitioner, General Practitioner, Internist, Pediatrician and OB/GYN. All other Physicians are considered Specialists. A referral from a Primary Care Physician to a Specialist is not required.			
Office Visit-Primary Care (PCP)	\$40 Copay deductible waived	\$40 Copay deductible waived	
Office Visit-Specialist	\$80 Copay deductible waived	\$80 Copay deductible waived	
Office Surgery	No Charge deductible waived	No Charge deductible waived	
Labs-Office	No Charge deductible waived	No Charge deductible waived	

X-rays-Office	No Charge deductible waived	No Charge deductible waived	
Emergency Room Physician Visit	30% coinsurance after deductible	30% coinsurance after deductible	
Inpatient Physician Visit	30% coinsurance after deductible	30% coinsurance after deductible	
Surgery Physician Fees	30% coinsurance after deductible	30% coinsurance after deductible	
Urgent Care Physician Visit	\$60 Copay deductible waived	\$60 Copay deductible waived	
Pregnancy Expenses			
Routine Prenatal Services	No Charge deductible waived	No Charge deductible waived	
Non-Routine Prenatal Services and Postnatal Care	30% coinsurance after deductible	30% coinsurance after deductible	
Delivery	30% coinsurance after deductible		
Preventive Care-Adult 18 and over			
Routine Physical Exam	No Charge deductible waived	No Charge deductible waived	
Colonoscopy Screening	No Charge deductible waived	No Charge deductible waived	
Contraceptive Management	No Charge deductible waived	No Charge deductible waived	
Mammograms-must be over age 40, unless medically necessary	No Charge deductible waived	No Charge deductible waived	
Pap Smears	No Charge deductible waived	No Charge deductible waived	
PSA-Prostate Screening	No Charge deductible waived	No Charge deductible waived	
Immunizations	No Charge deductible waived	No Charge deductible waived	
Preventive Care-Child 0 up to 18			
Well newborn/child exam	No Charge deductible waived	No Charge deductible waived	
Immunizations	No Charge deductible waived	No Charge deductible waived	
Private Duty Nursing	Not covered	Not covered	

Prosthetics/Orthotics, supplies and surgical dressings	30% coinsurance after deductible	30% coinsurance after deductible	Foot orthotics excluded
Second Surgical Opinions	30% coinsurance after deductible	30% coinsurance after deductible	
Skilled Nursing Facility	30% coinsurance after deductible		25 days per calendar year
Sleep Studies Authorization required	30% coinsurance after deductible		
Sterilization			
Tubal Ligation	No Charge deductible waived	No Charge deductible waived	
Vasectomy	30% coinsurance after deductible	30% coinsurance after deductible	
Telemedicine	\$40 Copay deductible waived	\$40 Copay deductible waived	
Temporomandibular Joint Disorder (TMJ)	30% coinsurance after deductible	30% coinsurance after deductible	
Therapy Services			
Cardiac Therapy	30% coinsurance after deductible	30% coinsurance after deductible	35 visits per calendar year combined with physical, speech and occupational therapy
Cognitive Therapy	30% coinsurance after deductible	30% coinsurance after deductible	
Occupational Therapy	\$40 Copay deductible waived	\$40 Copay deductible waived	35 visits per calendar year combined with physical, speech and cardiac therapy
Physical Therapy	\$40 Copay deductible waived	\$40 Copay deductible waived	35 visits per calendar year combined with occupational, speech and cardiac therapy
Respiration/Pulmonary Therapy	30% coinsurance after deductible	30% coinsurance after deductible	

Speech Therapy	\$40 Copay deductible waived	\$40 Copay deductible waived	35 visits per calendar year combined with physical, occupational and cardiac therapy
Vision Therapy	Not covered	Not covered	
Transgender Services			
Sex assignment/Sex reassignment Surgical Services	Not covered		
Sex reassignment counseling	Not covered	Not covered	
Sex reassignment Hormone therapy	Not covered	Not covered	
Transgender Travel	Not covered	Not covered	
Transplants Authorization Required			
Recipient Expenses	30% coinsurance after deductible		
Donor Expenses	30% coinsurance after deductible		
Transplant Travel	Not covered	Not covered	
Urgent Care Facility	\$60 Copay deductible waived	\$60 Copay deductible waived	
All Other Covered Services	30% coinsurance after deductible	30% coinsurance after deductible	

Prescription Drug Benefit Grid-PPO 5000 RBP Plan

Prescription Drug Plan	Out-of-Pocket Maximum, per Calendar Year		
Individual <i>Note: Medical and Prescription Drug benefit expenses are subject to the same Maximum Out-of-Pocket</i>	\$6,350.00		
Family <i>Note: Medical and Prescription Drug benefit expenses are subject to the same Maximum Out-of-Pocket</i>	\$12,700.00		
<p><i>The Out-of-Pocket maximum is the maximum dollar amount Participants are responsible for paying for covered services during a Calendar Year, including the Copayments.</i></p> <p><i>When the individual and/or family Out-of-Pocket expenses reach the Out-of-Pocket maximum, the Plan will pay 100% of the Allowable Expenses for the individual and his or her Dependents for the remainder of the Calendar Year, as applicable.</i></p> <p><i>A Copayment is the flat dollar amount specified in the Summary of Benefits that a Participant is required to pay for certain covered services. Copayments will not apply after the Out-of-Pocket maximum has been reached.</i></p>			
Covered Prescription Drug Expenses:	Participating Pharmacy	Non-Participating Pharmacy	Limits
Pharmacy Option:			
Generic; Copayment Coinsurance, per prescription or refill	No Charge	Not Covered	Covers up to a 30-day supply (retail)
Formulary name brands; Copayment Coinsurance, per prescription or refill	\$35 Copay or 25% of cost 30 day supply	Not Covered	Covers up to a 30-day supply (retail)
Non-formulary name brands; Copayment Coinsurance, per prescription or refill	\$75 Copay or 45% of cost 30 day supply	Not Covered	Covers up to a 30-day supply (retail)
Mail Order Option:			
Generic; Copayment Coinsurance, per prescription or refill	No Charge	Not Covered	Covers up to a 90- day supply (mail order)

Formulary name brands; Copayment Coinsurance, per prescription or refill	\$70 Copay or 25% of cost 90 day supply	Not Covered	Covers up to a 90- day supply (mail order)
Non-formulary name brands; Copayment Coinsurance, per prescription or refill	\$150 Copay or 25% of cost 90 day supply	Not Covered	Covers up to a 90- day supply (mail order)
Specialty Drug Option:			
Generic; Copayment Coinsurance, per prescription or refill	Retail & Mail Order: \$200 copay or 30% of cost	Not Covered	Covers up to a 30-day supply (retail & home delivery) Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits
Formulary name brands; Copayment Coinsurance, per prescription or refill	Retail & Mail Order: \$200 copay or 30% of cost	Not Covered	Covers up to a 30-day supply (retail & home delivery) Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits
Non-formulary name brands; Copayment Coinsurance, per prescription or refill	Retail & Mail Order: \$200 copay or 30% of cost	Not Covered	Covers up to a 30-day supply (retail & home delivery) Certain limitations may apply, including, for example: prior authorization, step therapy, quantity limits
Specialty drugs with a gross cost of \$5,000 per month are not covered by the plan. The Plan may permit for at least (1) 30-day fill for each of these drugs during the Benefit Year.			



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Choose the savings rate and investment options that are right for you.



You keep your account even if you change jobs.



Participation is completely voluntary: you can opt out or opt back in at any time.²



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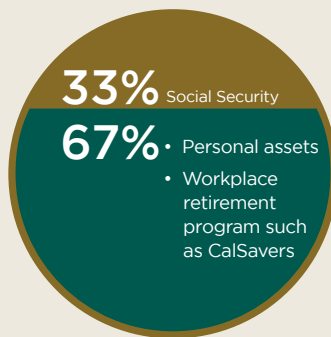
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 **Your initial contributions will be invested in the CalSavers Money Market Fund for 30 days. After this period, your existing savings and future contributions will be invested in a CalSavers Target Retirement Fund based on your age.** You can decide at any time whether to keep your investment in this fund or choose from a simple menu of other investment options, including an environmentally and socially conscious fund, a bond fund, or a global equity fund.

 **The only administrative charge for CalSavers** is in the form of an annual asset-based fee of approximately 0.825% to 0.95%, depending on your investment choice. This means **you will pay between \$0.83-\$0.95 per year for every \$100 in your account.** You will not get a bill. This cost is automatically taken out of your CalSavers balance on a regular basis to help pay for the administration of the program.

 **Getting started through your employer.** CalSavers is now open for employer registration and employee enrollment. If your employer does not offer a workplace retirement plan, they must register for CalSavers by certain deadlines. When an employer registers, they must submit their roster of eligible employees to CalSavers. Added employees will then receive a notification from CalSavers and will have 30 days to decide to customize their account, opt out of the program, or be automatically enrolled with the standard savings choices. Paycheck contributions will begin after this 30-day period.

 **Stay on top of your savings when and where it's convenient for you.** You can easily monitor and manage your account with confidence using the CalSavers app. Available for Apple and Android devices.

¹ To enroll in CalSavers, you must be 18 years of age or older and provide either a Social Security Number or Individual Tax Identification Number, your personal address, and some other basic information.

² If you opt out and have any savings, you can leave the money in your account, transfer or roll it over to another Roth IRA, or request a distribution. Keep in mind, requesting a distribution may result in taxes and penalties.

³ This hypothetical example is for illustrative purposes only—your individual results will vary. The example assumes an investment return of 6%.

⁴ Social Security Administration, Fast Facts & Figures about Social Security, 2017.

The CalSavers Retirement Savings Program ("CalSavers" or the "Program") is an automatic enrollment payroll deduction IRA overseen by the CalSavers Retirement Savings Board ("Board"). Ascensus College Savings Recordkeeping Services, LLC ("ACSR") is the program administrator. ACSR and its affiliates are responsible for day-to-day program operations. Participants saving through CalSavers beneficially own and have control over their IRAs, as provided in the Program Disclosure Booklet available at saver.calsavers.com. CalSavers is not sponsored by the employer, and therefore the employer is not responsible for the Program or liable as a Program sponsor. Employers are not permitted to endorse the Program or encourage or advise employees on whether to participate, how much (if any) to contribute or provide investment help.

CalSavers offers investment options selected by the Board. For more information on CalSavers' investment options go to saver.calsavers.com. Account balances in CalSavers will vary with market conditions. Investments in CalSavers are not guaranteed or insured by the Board, the State of California, the Federal Deposit Insurance Corporation, or any other organization.

CalSavers is a completely voluntary retirement program. Savers may opt out at any time or reduce or increase the amount of payroll contributions. If a saver opts out they can later opt back into CalSavers.

Saving through an IRA may not be appropriate for all individuals. Employer facilitation of CalSavers should not be considered an endorsement or recommendation by a participating employer, IRAs, or the investment options offered through CalSavers. IRAs are not exclusive to CalSavers and can be obtained outside of the Program and contributed to outside of payroll deduction. Contributing to a CalSavers IRA through payroll deduction may offer some tax benefits and consequences. However, not everyone is eligible to contribute to a Roth IRA and savers should consult a tax or financial advisor if they have questions related to taxes or investments. Employers do not provide financial advice and employees should not contact an employer for financial advice. Employers should refer all questions about the Program to CalSavers. Employers are not liable for decisions employees make pursuant to Section 100034 of the California Government Code.



MEAL PERIOD WAIVER

Non-exempt employees may not work more than a period of five hours without an uninterrupted, duty-free meal period of no less than thirty minutes, or a period of more than 10 hours without a second uninterrupted, duty-free meal period of no less than thirty minutes, unless the meal is waived as noted below.

Work period of more than 10 hours, but less than 12 hours: if the total work period of an employee is more than 10 hours, a second unpaid meal break of at least 30 minutes will be provided. If an employee works no more than 12 hours, non-exempt employees may waive the second meal period only if first meal break was not waived.

Work period of more than 12 hours: employees who work more than 12 hours cannot waive the second meal period, even if the first meal was taken.

I have been notified that I may request a meal period waiver for a single date or for the following meal period(s):

_____ Second Meal Period during all shifts of more than 10 hours, but less than 12 hours.

I acknowledge and understand that:

1. If I work more than 6 hours in any workday, I may NOT waive my first meal period.
2. If I work more than 10 hours, but less than 12 hours in any workday, I voluntarily consent and agree to waive my second meal period as long as I have taken my first meal period.
3. I may not waive my second meal period if I work more than 12 hours in any workday, even if I have already taken the first meal period.
4. This waiver will be in effect until revoked by me, in writing.
5. The company does not encourage, discourage, or solicit the waiver of a meal period.
6. I may revoke this waiver at any time.

My signature below confirms my understanding of the terms and conditions of this agreement and I voluntarily consent to waive my Second Meal Period as set forth above.

Employee Name

Date

Employee Signature

Employee Number



DRUG & ALCOHOL POLICY

DRUG USE AND ALCOHOL ABUSE

It is the policy of Esparza Enterprises, Inc., Luis Esparza Services, Inc, Esparza Management and Services, Inc., (hereafter, The Company) to prevent problems caused by drug use and alcohol abuse in the workplace, thereby, allowing us to maintain the high quality services provided to our clients; assist in protecting property; and assist in providing for the health, safety and security of our employees, the employees of our clients and the general public.

This policy applies to all applicants for employment, temporary employees, part-time employees and regular full-time employees. Each applicant for employment agrees to comply with this policy if he or she is employed by the Company. Each employee agrees to comply with this policy by his or her continued employment with the Company. However, nothing contained in this policy or elsewhere shall create an employment relationship for a fixed period of time or modify the existing "at will" relationship between the Company and each of its employees. Any employee has the right to voluntarily resign or quit his or her employment with the Company at any time, for any reason; and the Company reserves its right to terminate from employment any employee, at any time, with or without cause.

The Company reserves the right to interpret, implement and administer this policy in its sole discretion.

Prohibited Activities

- 1.** The use, possession, transportation or sale of **ILLEGAL NARCOTICS, ILLEGAL DRUGS, CONTROLLED SUBSTANCES**, or drug paraphernalia by any employee while on The Company's premises and or while on any job site of a client is prohibited. The only exception shall be for properly used drugs prescribed by a licensed physician as medication for use by the person possessing such substance, and only if such use does not impair the user's ability to perform his or her job. It is the Employees duty to discuss with his/her licensed physician whether or not the drugs prescribed by the licensed physician may impede the users ability to perform his/her job and or whether or not the drugs prescribed may impede the users judgment needed to perform his/her job.
- 2.** The **MISUSE OF ANY LEGAL DRUG** whether prescribed or over the counter is prohibited. Misuse includes, but is not limited to, use or possession of any drug for which an employee does not have a valid prescription, or use or possession of a prescribed drug in quantities greater than the amount prescribed. An employee who either operates or is subject to operating a Company motor vehicle, heavy equipment or equipment, or works at a site near a hazardous or dangerous situation. The employee must report to his or her supervisors prior to such work, if he or she is taking any prescribed drugs or over the counter medication. The employee must also furnish a statement from his or doctor or other qualified health care provider that the use of the prescribed drug or medication will not subject the employee or fellow employees to risk of injury.
- 3.** The use, possession, transportation, or sale of **ALCOHOL or INTOXICATING** beverages while on duty, while on Company premises or in any Company vehicle, or while on any job site of a customer is prohibited.
- 4.** **REPORTING TO WORK OR WORKING WHILE IMPAIRED** by use of alcohol, intoxicating beverages, illegal drugs, narcotics and or a controlled substance is prohibited. For purpose of this policy, the term "while impaired" shall include, but is not limited to, an employee reporting to work or working with alcohol, intoxicating beverages, illegal drugs, narcotics and or a

controlled substance in his or her system to such an extent that the laboratory conducting a urinalysis and or blood test reports a positive test result for any such substance as discussed above in the policy.

5. **FAILURE TO COOPERATE** during searches, investigations and testing will result in definitive action by the Company, including the possibility of discipline or discharge. In order to accomplish the purpose of the policy, the Company reserves the right to carry out reasonable searches of individual employees and their personal effects when the employees are on Company premises or in any Company vehicle, while employees are on duty, or while employees are at a job site of a client. Personal effects of employees include, but are not limited to, clothes personal vehicles, baggage, lockers, toolboxes and lunch pails. Searches by the Company may be initiated without prior notice and conducted at times and locations as deemed appropriate by the Company. Employees may be requested to cooperate in "fit for duty" tests, urinalysis tests, and/or blood tests under the conditions and situations discussed above in this policy. Employees have the right to refuse being searched or having their personal effects searched or to cooperate in the requested searches or test; however, **refusal to permit such searches or to cooperate will result in termination from employment.**

Frequency of Urine and/or Blood Sampling

The Company reserves the right to require and/or blood sample in circumstances as determined appropriate in its sole discretion and to the extent legally permissible. These circumstances may include, but are not limited to the following:

1. All employees, when occupants (whether driver or passenger) in a Company vehicle involved in a vehicle accident, will provide a urine sample.
2. A urine and or blood test sample will be required of all employees involved in an on-the-job accident where there is an injury to an employee requiring medical care by a physician or hospital.
3. The Company will require urine and or blood test samples when it determines, in its sole discretion, that **reasonable suspicion**, other than the above conditions, exists and there is reasonable suspicion that an employee or employees are engaged in activities prohibited by this policy. Reasonable suspicion includes, but is not limited to, any one or more of the following circumstances:
 - a. Report of unsafe working conditions as a result of possible drug or alcohol use on Company premises, any work premises and/or prior to reporting to work.
 - b. Positive lab test reports of an employee tested by a client.
 - c. High individual accident experience, excessive absenteeism, observed erratic behavior or impairment and/or deteriorating job performance as determined by the Company.
 - d. An on-the-job accident or "near miss" which is unexplained and has suspicious circumstances, or where there was significant property damage, or the potential for significant property damage or serious personal injury, as determined by the Company.
 - e. A determination that further testing is necessary during the course of a "fit for duty" test consisting of observance and/or measurement of physiological responses or motor skills of an employee by trained personnel.
 - f. All Worker's Compensation reported claims.
4. Each new applicant for employment must undergo a drug and alcohol test and must pass each test with a negative finding.

Notwithstanding anything to the contrary herein, the Company reserves the right to not require any tests in any circumstances, including, but not limited to, personal injury, death or property damage involving third parties.

DISCIPLINARY ACTION FOR DRUG OR ALCOHOL ABUSE

Any employee determined by the Company to have engaged in any of the prohibited activities set forth in this policy, without an explanation satisfactory to the Company, will be subject to disciplinary action up to and may include immediate termination from employment.



NO WEAPONS AT WORK POLICY

Esparza Enterprises, Inc., Luis Esparza Services, Inc., and Esparza Management Services, Inc., (hereafter, Company) will not tolerate weapons anywhere on Company Property and or on Client's Property, including weapons brought in vehicles parked on Company Property, and vehicles parked on Client's property. Possession of firearms, explosives, knives, whether concealed or openly carried, and any other items whether concealed or openly carried, that may be considered a weapon, are not allowed at work, on Company Property, in Company Cars, in Company Trucks, and or at Company's Client's Property/Properties. The only exception to this No Weapons At Work Policy, is knives and tools that are required to be used for the work duties being performed at work.

Your failure to comply with this No Weapons At Work Policy will lead to immediate discipline, which may include immediate termination.



SECURITY RULES

You agree to follow and comply with the following safety rules.

1. It is required to comply with all the safety rules.
2. Do not operate any machine until you have been trained.
3. Make sure everyone is safe before starting the machine.
4. Only employees who have been trained and designated by the Employer may drive and operate machine. No one else is allowed to ride along, operate or drive the machine.
5. If you do not know how to accomplish an assignment or how to operate a machine, please ask the crew leader before starting.
6. It is not permitted to say cruel jokes, engage in fights or spread rumors about others.
7. No horse playing among the group.
8. Please report all accidents to your crew leader, even if it was a small injury.
9. Report to the crew leader all the tools or equipment that is damaged so it may be repaired or replaced
10. Do not lift heavy items. Please ask for help.
11. Lift with your knees, not with your back. Keep the load close to your body.
12. Do not litter on streets or fields. Please use the given receptacles.
13. Do not carry knives to cut or harvest in your pocket. Use the knife cover or leave them at the job site.
14. Do not use broken ladders or insecure and unstable ladders.
15. Face forward when going up or down a ladder.
16. Read and know the rules to operate the agricultural tractors.
17. Use orchard ladders or light weight ladders when working in a soft territory.
18. Do not use domestic or provisional ladders.
19. Make sure that the ladder is placed at a right angle before you use it.
20. When working on top of the trees, be extra careful with the electricity wires above you.
21. When you cut a branch, be sure not to cut the one where the ladder is leaning, make sure it is clear underneath.
22. Do not travel on top of a load or the back of the truck and do not hang your legs on the sides of the truck.
23. Do not stand by the equipment or by the trucks.
24. The floor or the fields can be slippery. Do not run. Be careful where you are stepping.
25. When you drive substances or chemicals, make sure that you were given the instructions and use the proper equipment that it is provided. Be very careful.
26. When you use any type of equipment, like machinery, irrigation pipes or poles, please stay at least 10 feet away from electrical poles.
27. When cutting branches, throw them to the side. Do NOT throw them to or at others.
28. Do NOT stretch to reach any product.
29. Always use the proper protective equipment when provided. (Ex. Gloves, hats, outfits, knives)
30. It is suggested that you wear a hat on a hot day.
31. All drivers are required to make sure that their loads are secure and safe.
32. All pesticides and toxic materials must be stored, locked and only used under specific instructions.
33. It is not permitted to smoke while filling the machine with fuel.
34. It is not permitted to use alcoholic beverages or drugs. If you appear at work being under the influence of any substance you will be sent home and may have your employment terminated immediately.



GOOD AGRICULTURAL & MANUFACTURER PRACTICES POLICY

Worker hygiene and sanitation practices during production, harvesting, sorting, packing and transport, play a critical role in minimizing the potential for contamination of fresh produce. As an Employee of Esparza Enterprises, Inc., Luis Esparza Services, Inc., Esparza Management & Services, Inc. (hereafter, "The Company") you are to take a proactive role in minimizing food safety hazards potentially associated with fresh produce. The Company has adopted the following Safe Practices listed in the Good Agricultural & Manufacturer Practices Policy (hereafter, "Policy"), to partner with our Clients in our mutual goals of making sure that the produce is safe from field to table.

SAFE PRACTICES

1. Employees must maintain a food personal cleanliness and clothing work must be clean.
2. Jewelry and objects that can fall into the product are not allowed, unless the item is work for religious reasons, approved by management, and covered and secured completely.
3. No body piercing or jewelry is allowed
4. No items shall be attached to clothing, or dangling from shirt pockets, pant pockets or belts. Company cell phones and Company radios are to be secured.
5. Sandals, open toed or open heeled shoes are not allowed.
6. Shirts must fully cover the underarms and must fully cover the midriff.
7. Shorts are not allowed.
8. Hair pieces, fingernail polish/paint, fake eyelashes and fake fingernails are not allowed.
9. Must wear, where appropriate,
10. Must wear, where appropriate, in an effective manner, clean gloves for handling of the produce. Must replace all damaged or soiled gloves.
11. Ask your crew boss where your personal belongings can be stored, and only store personal belongings in that/those areas, as personal belongings should never come into contact with the machinery, equipment, tools or the product.
12. Properly equipped, sanitized and clean toilet facilities to include toilet paper, clean and sanitized hand washing stations equipped with a basin, water, anti-bacterial liquid soap, single use paper towels and a waste container are provided for your use. Immediately report any missing supplies to the crew boss for immediate re-stocking.
13. Frequent hand washing is to be done at the hand washing stations before and after: you begin work, you end work, your breaks, you eat, you drink, you sneeze you cough, use the toilet facilities and every time your hands get soiled.
14. When washing your hands use the water and the liquid anti-bacterial soap. Thoroughly scrub your hands, fingers, in between fingers and fingernails for at least 45 seconds, and then rinse your hands to get the soap residue off, and then dry your hands with the single use paper towels and dispose of the single use paper towel in the waste container.

15. Urinating, defecating, spitting and blowing your nose in the field or in the warehouse is not allowed.
16. Chewing gum, smoking, chewing tobacco and tobacco products are not allowed in the fields or warehouse.
17. Food preparation and eating in the fields, next to the harvesting equipment and in the warehouses is not allowed. Ask your crew boss for the designated areas for eating.
18. Unprotected sneezing and coughing is not permitted in the fields or in the warehouses.
19. Employees must report any active case of illness, jaundice, fever, sore throat with a fever, Hepatitis A, ailments, diarrhea, vomiting, boils, sores, infected wounds, lesions containing pus, incidents of bleeding and other communicable diseases to their crew boss before beginning work. If symptoms appear while working, employees must immediately report the symptoms to the crew boss.
20. Because communicable diseases can be spread many different ways, and because body parts with communicable diseases that come into contact with fresh produce increases the risk of contaminating the fresh produce, any employee by medical examination, personal acknowledgment or supervisory observation, that is shown to have, or appears to have an illness, jaundice, fever, sore throat, with a fever, Hepatitis A, ailments, diarrhea, vomiting, boils, sores, infected wounds, lesions containing pus, incidents of bleeding and other communicable diseases, are excluded from work, without pay, until the health condition no longer exists, and that employee may have to undergo a fit for duty with the Industrial Physician/Industrial Medical Clinic, before returning to work.
21. Immediately report to crew boss any presence of human or animal fecal matter and urine.
22. Immediately report to crew boss any unusual or bad smelling odors.
23. Immediately report to crew boss any evidence of animals, including mammals, flocks of birds, reptiles, rodents and insects.
24. Immediately report to crew boss any dead or trapped animals including mammals, birds, reptiles, rodents and insects.
25. Warehouse, field and harvesting machinery and equipment such as knives, scissors, clippers, tables, baskets, packaging materials, brushes, buckets and other equipment must be used appropriately and kept clean and sanitized.
26. Only use harvesting containers for carrying the harvest product. Never use harvesting containers for any other purpose.
27. Immediately report all product exposed to unsanitary conditions to your crew boss that the crew boss can properly dispose of the potentially contaminated produce.
28. Glass is prohibited in the fields and in the warehouses.
29. Keep working area clean, sanitary and in order. Visually free of dust, dirt, food residues, waste litter improperly stored garbage and other debris.
30. Always follow the Growers instructions on ticketing and labeling the produce.

I understand that my failure to be in full compliance with this Policy, will lead to disciplinary consequences, which may include immediate termination of employment with The Company.



NO WORKING BEFORE SHIFT POLICY

Esparza Enterprises, Inc., Luis Esparza Services, Inc., Esparza Management & Services, Inc., (Hereafter, "The Company"). As your employer, it is The Company's desire and goal to make sure that we comply with all rules, laws, and ordinances that govern wage and hour matters, and as such, we have made this policy of No Working Before Shift (Hereafter, "The Policy") to make sure that you will comply with The Policy.

Your Crew Boss will advise you of your start shift time and you are NEVER TO WORK BEFORE YOUR START SHIFT TIME. Some examples of working before your start shift time are stated below, however, this is not an exhaustive list and there may be other examples that also apply to this policy.

No employee is allowed to:

- Work before the shift starts.
- Work after the shift ends.
- Work during breaks including meal periods
- Prepare for any work before the shift starts.
- Prepare any equipment before the shift starts.
- Prepare any personal protection equipment before the shift starts.
- Put on outside coveralls before the shift starts.
- Put on boots before the shift starts.
- File and or sharpen knives, tools, or other instruments before the shift starts.
- Put on knee pads before the shift starts.
- Carry any tools before the shift starts

No work or preparation for work is to be done outside of the work shift. Every employee must comply with these requirements and any employee who fails to do so will be subjected to disciplinary measures, which may include immediate termination of employment.



ATTENDANCE POLICY

Objective

The purpose of this policy is to set forth Esparza Enterprises' policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Policy

Punctual and regular attendance is an essential responsibility of each employee at Esparza Enterprises. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Fair Employment and Housing Act (FEHA), or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are addressed in current law.

Absence

"Absence" is defined as the failure of an employee to report for work when they are scheduled to work. The two types of absences are defined below:

- *Excused absence* occurs when all the following conditions are met:
- The employee provides to their supervisor sufficient notice at least 48 hours in advance of the absence.

- The absence request is approved in advance by the employee's supervisor.
- The employee has sufficient accrued sick pay to cover the absence.
- *Unexcused absence* occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify their supervisor no later than the employee's scheduled starting time on that same day. If the employee is unable to call or email their supervisor, they must have someone else make the call or email on their behalf.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy.

Employees with three or more consecutive days of excused absences *because of illness or injury* must give Esparza Enterprises proof of physician's care and a fitness for duty release prior to returning to work.

Employees must take earned sick time for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

Tardiness and Early Departures

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Employees who must leave work before the end of their scheduled shift must notify a supervisor immediately.

Tardiness and early departures are each one-half an occurrence for the purpose of discipline under this policy.

Paid Holidays

Any non-exempt employee who does not report for work duty one day before or one day following a paid company holiday will be excluded from receiving pay for the paid holiday.

Disciplinary Action

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

Job Abandonment

Any employee who fails to report to work for a period of three days or more without notifying their supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

I have read this policy and agree to fully comply with and abide by it.

Date

Employee Signature

Employee Name



WARNING ON TRANSPORTATION

I understand that my boss and or employer are not responsible to take me to and from work. Any arrangements that I have with the other employees or supervisors exist between those individuals and me. I understand that the company does not promote and discourages such adjustment of transportation or methods of transportation.

I understand that the company does not require me to ride with another employee to get to and from work. I understand that if any employee, lead person or supervisor or a company representative tells me that my job depends on providing transportation against my will, I am able to report it to the company. I am not required to travel nor pay transportation as a condition of my job.

I have read and understand this warning on transportation.



CALIFORNIA PAID SICK LEAVE POLICY

AMENDED JANUARY 1, 2024

Qualifications: An employee qualifies for paid sick leave by working for an employer on or after January 1, 2015, and by satisfying a 90-day employment period before an employee can take any sick leave.

Accrual: Starting January 1, 2024, employees will **earn** one hour of paid sick leave for every 30 hours worked, up to a maximum of 10 full sick days, or 80 hours in a single year for (8 Hour shift work). An employee may not take more than 40 hours or five days (for 8-hour shift work) of sick leave in each year of employment. After 12 months any unused accrued sick leave will carry over to the next year but will have a cap at 80 hours (10 days) for (8-hour shift work).

Usage: You can take paid leave for you or a family member for preventive care or care of an existing health condition or for specified purposes if you are a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling. Preventive care would include annual physicals or flu shots. For partial days you are required to take at least **two hours** of leave. To request sick leave, you must either:

- Provide proper notification of your absence as outlined in the company attendance policy and be scheduled to work on the day requested.
- Notice must be given for each day you are absent unless you know in advance that you will be gone for more than one day and have provided your manager with a return date.
- In the case of certain absences over three consecutive workdays, the Company may request a note from your doctor verifying the need for leave.

Unused sick leave will be forfeited upon termination, unless an employee is rehired within 12 months of termination, in which case the amount of unused sick leave accrued at the time of termination will be reinstated.



**SEE BOTTOM OF PAYCHECK STUB FOR
SICK LEAVE HOURS ACCRUED AND AVAILABLE**

HEALTHY WORKPLACES/HEALTHY FAMILIES ACT:
CALIFORNIA PAID SICK LEAVE
(as amended effective 1/1/2024)

1. The Employee Request for Sick Pay Time Off should be turned in only **once** to your Supervisor.

2. Sick pay is ineligible for unscheduled work days. Paid sick leave is for the purposes stated in the policy and cannot be cashed out at end of assignment or termination.

3. Please review your paycheck stub for accrued and available sick time. Remember an employee may only use available time, not accrued time. See the below example for reference.

ESPARZA ENTERPRISES, INC. • Payroll Account - Fed #77-0503359 • 3851 Fruitvale Ave. #A & B, Bakersfield, CA 93308 • (661) 831-0002					1548589	
Totals by Pay Type:		Pay Type Sick Pay	Hours 10.00	Units 0.0000	Rate 11.0000	Total 110.00
Sick Hrs Accrued: 50		Sick Hrs Available: 20				
		Totals:	10.00	0.0000	110.00	
						

THIS POSTER MUST BE DISPLAYED WHERE EMPLOYEES CAN EASILY READ IT

(Poster may be printed on 8 ½" x 11" letter size paper)

**HEALTHY WORKPLACES/HEALTHY FAMILIES ACT:
CALIFORNIA PAID SICK LEAVE
(as amended effective 1/1/2024)**

Entitlement:

- An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later. Accrued paid sick leave shall carry over to the following year of employment and may be capped at 80 hours or 10 days.
- An employer can also provide 5 days or 40 hours, whichever is greater, of paid sick leave "up-front" at the beginning of a 12-month period. No accrual or carry over is required.
- Other accrual plans that meet specified conditions, including PTO plans, may also satisfy the requirements.

Usage:

- An employee may use paid sick days beginning on the 90th day of employment.
- An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- An employer may limit the use of paid sick days to 40 hours or five days, whichever is greater, in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on our website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the [alphabetical listing of cities, locations, and communities](#). Staff is available in person and by telephone.

POLICY AGAINST UNLAWFUL HARASSMENT

In accordance with applicable law, Esparza Enterprises, Inc./Luis Esparza Services, Inc. ("Company") prohibits sexual harassment and harassment because of race, color, national origin, ancestry, sex (including gender identity and pregnancy), religion, creed, physical and mental disability, medical disability, medical condition marital status (including registered domestic partner status), sexual orientation, age, or any other basis protected by federal, state or local law including harassment of employees, independent contractors and business representatives. All such harassment is unlawful and will not be tolerated. The Company is committed to taking all reasonable steps to prevent harassment from occurring. Any employee, including a supervisor or manager, who engages in unlawful harassment will be subject to discipline, up to and including immediate termination. In addition, any person who engages in, or is accused of, unlawful harassment, may be suspended and required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation.

a. Unlawful Harassment Defined

Unlawful harassment includes conduct that is (1) unwelcome; (2) related to a protected category identified in the paragraph above; (3) offensive to the recipient and to a reasonable person; and (4) severe or persuasive so that the conduct unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offensive work environment. If the conduct is related to a protected category, then the following might constitute unlawful harassment; jokes, graffiti, comments, stories, photographs, gestures, e-mail, written materials, threats of job detriment, or actual changes to an employee's compensation, workload or assignments. Harassment can be in the form of verbal conduct such as vulgar remarks, ethnic jokes, and threats of physical harm. Harassment may be in the form of physical conduct such as inappropriate touching, blocking of movement, vulgar gestures, hitting, shoving, or other physically threatening conduct such as including an individual's personal space.

The Company prohibits unlawful harassment of employees, applicants, and independent contractors by non-employees. Should you believe you are being unlawfully harassed by a customer, vendor or other person not employed by Esparza Enterprises, Inc./Luis Esparza Services, Inc., immediately bring your concern to the attention of the Company. Immediate and appropriate corrective action will be taken.

b. Sexual Harassment Defined

Sexual harassment is defined as unwanted sexual advances, requests for sexual favors or visual, verbal, or physical conduct of a sexual nature when; (1) submission to such conduct is made a term or condition of employment, or (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also may be defined as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature, this definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- Verbal sexual advances or propositions.

- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct including touching, assaulting, impeding or blocking movement.
- Favoritism toward employees who engage in consensual romantic or sexual relationships with their supervisor may, in some situations, create a hostile environment for other employees. A romantic relationship between a supervisor and subordinate will, in most instances, be a violation of Company Policy regardless of whether or not it creates a hostile environment for other employees.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor or manager, harassment by or of independent contractors of Esparza Enterprises, Inc. or Luis Esparza Services, Inc., or by or of persons doing business with or for the Company.

The Company prohibits unlawful harassment of employees, applicants and independent contractors by non-employees. Should you believe you are being sexually harassed by a customer, vendor or other person not employed by Esparza Enterprises, Inc. or Luis Esparza Services, Inc., immediately bring your concerns to the attention of the Company. Immediate and appropriate corrective action will be taken.

c. REPORTING PROCEDURE REGARDING UNLAWFUL DISCRIMINATION AND UNLAWFUL HARASSMENT

Esparza Enterprises, Inc. [Luis Esparza Services, Inc. Agency's reporting procedure with respect to all complaints of unlawful discrimination or unlawful harassment provides for an immediate, thorough and objective investigation, appropriate disciplinary action against one found to have engaged in prohibited conduct, and appropriate remedies to any victim of discrimination or harassment. An employee may have a claim of discrimination or harassment even if he or she has not lost a job or some economic benefit.

If you believe you have been discriminated against or harassed on the job please provide a written or verbal report to your supervisor or to the Safety/Risk Department at (661) 831-0009 as soon as possible. You may report your concerns to any management level employee if you are uncomfortable providing the report to your supervisor. Supervisors are required to immediately report to the Safety/Risk Department all complaints of discrimination and/or harassment.

The report provided by the employee should include details of the incident(s), the names of individuals involved; the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.). All incidents of unlawful discrimination or unlawful harassment that are reported will be investigated.

If the Company determines that unlawful discrimination or unlawful harassment has occurred, the Company will take remedial action appropriate for the circumstances. Appropriate action also will be taken to deter any future discrimination or harassment. The results of the investigation will be communicated to the employee who made the complaint. If a complaint of discrimination or harassment is substantiated, appropriate disciplinary action up to and including, termination, will be taken.

d. PROTECTION AGAINST RETALIATION

The law also prohibits retaliation against any employee who uses this complaint procedure or who files, testifies, assists, or participates in any manner in any investigation, proceeding or hearing concerning unlawful discrimination or unlawful harassment. Any report of retaliatory conduct will be immediately, objectively, and thoroughly investigated in accordance with the Company's investigation procedure outlined above. If a complaint of retaliation is substantiated ; appropriate disciplinary action, up to and including termination, will be taken against the person(s) engaging in the retaliatory conduct.

e. DISCIPLINARY ACTION AND LIABILITY FOR UNLAWFUL HARASSMENT

Any Esparza Enterprises, Inc. /Luis Esparza Services, Inc. Employee, including any supervisor or manager, who is found to have engaged in unlawful harassment, is subject to disciplinary action, up to and including termination from employment. In addition, an employee who engages in unlawful harassment may be held personally liable for monetary damages. The Company will not pay damages assessed personally against an employee for engaging in unlawful harassment or unlawful retaliation.

In addition to the Company's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of discrimination and harassment in employment. Employees who believe that they have been discriminated against or harassed may file a complaint with either of these agencies. Both the EEOC and the DFEH serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes.

For more information, contact the Safety/Risk Department at (661) 831-0009. You may also contact the nearest office of the EEOC or DFEH, as listed in the telephone directory.



DISABILITY ACCOMMODATION POLICY

Purpose/Objective

Esparza Enterprises is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual, provided the requested accommodation does not create an undue hardship for the company or pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

Eligibility

This policy applies to all applicants and employees and extends to all aspects of the company's employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Procedures

To request an accommodation to perform the essential functions of an employee's job, the employee must notify their supervisor AND submit a written request to

hr@esparzainc.com or to:

Esparza Enterprises, Inc.

3851 Fruitvale Ave.

Bakersfield, CA 93308

An employee requesting an accommodation should include in the request their suggestion for an accommodation.

Reasonable accommodations may include modification of a work station, change in job duties or schedule, reassignment to another position (if available), or time off (with or without pay), provided that such exceptions do not pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

Once the company is aware of the need for an accommodation, it will engage with the employee in an interactive process to identify possible accommodations.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe that they have been treated in a manner not in accordance with this policy should notify hr@esparzainc.com via mobile text or email.



MEAL PERIOD WAIVER

Non-exempt employees may not work more than a period of five hours without an uninterrupted, duty-free meal period of no less than thirty minutes, or a period of more than 10 hours without a second uninterrupted, duty-free meal period of no less than thirty minutes, unless the meal is waived as noted below.

Work period of more than 10 hours, but less than 12 hours: if the total work period of an employee is more than 10 hours, a second unpaid meal break of at least 30 minutes will be provided. If an employee works no more than 12 hours, non-exempt employees may waive the second meal period only if first meal break was not waived.

Work period of more than 12 hours: employees who work more than 12 hours cannot waive the second meal period, even if the first meal was taken.

I have been notified that I may request a meal period waiver for a single date or for the following meal period(s):

_____ Second Meal Period during all shifts of more than 8 ½ hours, but less than 12 hours.

I acknowledge and understand that:

1. If I work more than 6 hours in any workday, I may NOT waive my first meal period.
2. If I work more than 10 hours, but less than 12 hours in any workday, I voluntarily consent and agree to waive my second meal period as long as I have taken my first meal period.
3. I may not waive my second meal period if I work more than 12 hours in any workday, even if I have already taken the first meal period.
4. This waiver will be in effect until revoked by me, in writing.
5. The company does not encourage, discourage, or solicit the waiver of a meal period.
6. I may revoke this waiver at any time.

My signature below confirms my understanding of the terms and conditions of this agreement and I voluntarily consent to waive my Second Meal Period as set forth above.

EXHIBIT A
(Arbitration Agreement)

Mutual Arbitration Agreement

Mutual Arbitration Agreement	Acuerdo mutuo de arbitraje
<p data-bbox="217 405 474 436">I. <u>Introduction</u></p> <p data-bbox="170 476 810 1350">ESPARZA ENTERPRISES, INC. (“Company”) believes that most work-related concerns can be addressed with the employees’ manager or Human Resources. Thus, employees are encouraged, but not required, to speak with their manager or Human Resources to resolve any work-related problem before initiating the procedures set forth in this Mutual Dispute Resolution Agreement (“Agreement” or “Arbitration Agreement”). Where resolution cannot be achieved through the Company’s internal resources, the undersigned employee, his/her heirs, executors, administrators, successors, and assigns (“Employee”) and the Company agree to use the arbitration procedures in this Agreement instead of a trial in court before a judge or jury. Arbitration is the process by which a neutral third party makes a binding decision relating to a dispute. This Agreement is a condition of employment. If Employee accepts or continues employment with the Company, both Employee and the Company will be bound by this Agreement’s terms unless Employee timely opts out of this Agreement as provided below.</p> <p data-bbox="217 1537 521 1568">II. <u>Covered Claims</u></p> <p data-bbox="170 1610 810 1894">Other than as provided in this Agreement, to the maximum extent permissible under federal law, Employee and the Company agree that any controversy, dispute, or claim relating to Employee’s employment or association with the Company or the Company’s clients, including your worksite employer(s), if any, that could otherwise be raised in court that the Company has</p>	<p data-bbox="880 405 1143 436">I. <u>Introducción</u></p> <p data-bbox="833 476 1472 1497">ESPARZA ENTERPRISES, INC. (la “compañía”) opina que la mayoría de las inquietudes relacionadas con el empleo pueden abordarse con el gerente o el departamento de recursos humanos del empleado. Por lo tanto, alentamos a los empleados a hablar con su gerente o con el departamento de recursos humanos para resolver cualquier problema relacionado con el empleo antes de iniciar los procedimientos expuestos en este acuerdo mutuo de resolución de disputas (el “Acuerdo” o “Acuerdo de arbitraje”), aunque no lo exigimos. Cuando no se pueda llegar a una resolución usando los recursos internos de la compañía, el empleado abajo firmante, sus herederos, albaceas, administradores, sucesores y cesionarios (el “empleado”) y la compañía acuerdan usar los procedimientos de arbitraje expuestos en este Acuerdo en lugar de un juicio en el tribunal ante un juez o un jurado. El arbitraje es un proceso mediante el cual un tercero neutral toma una decisión vinculante en relación a una disputa. Este Acuerdo es una condición de empleo. Si el empleado acepta o continúa trabajando con la compañía, tanto el empleado como la compañía quedarán vinculados por los términos de este Acuerdo, a menos que el empleado opte puntualmente por no celebrar este Acuerdo, del modo dispuesto a continuación.</p> <p data-bbox="880 1537 1229 1568">II. <u>Reclamos cubiertos</u></p> <p data-bbox="833 1610 1472 1894">Aparte de lo dispuesto en este Acuerdo, en la mayor medida permitida por la ley federal, el empleado y la compañía acuerdan que todo desacuerdo, disputa o reclamo relacionado con el empleo o asociación del empleado con la compañía o los clientes de la compañía, incluyendo sus empleadores en el sitio de trabajo, de haberlos, que pueda presentarse de otro modo</p>

against Employee or that Employee has against the Company, its current or former officers, directors, members, employees, vendors, clients, customers, worksite employers, agents, parents, subsidiaries, affiliated companies, successors, or assigns, shall be settled exclusively by binding arbitration rather than in court. This Agreement to arbitrate is intended for the benefit of and may be enforced by any of the aforementioned third-party beneficiaries. It is the parties' intent that unless specifically excluded by the Agreement, all claims between them covered by this Agreement ("Covered Claims") are to be resolved through binding arbitration not court, to the fullest extent permitted by federal law. However, if an arbitration award would be rendered ineffectual without provisional relief including, but not limited to, preliminary injunctions or temporary restraining orders, either party may request such relief from a court of competent jurisdiction to preserve the *status quo* pending arbitration.

Covered Claims include, but are not limited to, claims for wages and other compensation, breach of contract, misappropriation of trade secrets or unfair competition, violation of public policy, wrongful termination; tort claims; claims for unlawful retaliation, discrimination and/or harassment; and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, such as, for example, claims under the Age Discrimination in Employment Act, the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Fair Credit Reporting Act; the Fair Labor Standards Act; the Family and Medical Leave Act; the Pregnancy Discrimination Act; the Rehabilitation Act; section 1981 through 1988 of Title 42 of the United States Code; and/or the Worker Adjustment and Retraining Notification Act.

en el tribunal y que tenga la compañía contra el empleado o el empleado contra la compañía, sus funcionarios, directores, miembros, empleados, vendedores, clientes, empleadores de los sitios de trabajo, agentes, compañías matrices, subsidiarias, afiliadas, sucesores o cesionarios actuales o antiguos se resolverá usando exclusivamente un arbitraje vinculante, en lugar del tribunal. Este Acuerdo de arbitraje se celebra para beneficio de los terceros beneficiarios arriba mencionados, y puede ser hecho valer por cualquiera de ellos. Es intención de las partes que, a menos que el Acuerdo los excluya específicamente, todos los reclamos entre las partes cubiertos por este Acuerdo ("reclamos cubiertos") se resolverán mediante un arbitraje vinculante y no en el tribunal, en la mayor medida permitida por la ley federal. Sin embargo, si se dictamina la nulidad de un laudo arbitral sin desagravio provisional, incluyendo de forma enunciativa y no limitativa las medidas cautelares u órdenes de restricción temporarias, cualquiera de las partes podrá solicitar tal desagravio en un tribunal de jurisdicción competente para preservar el *status quo* mientras el arbitraje esté pendiente.

Los reclamos cubiertos incluyen, de forma enunciativa y no limitativa, las demandas salariales y por otras remuneraciones, incumplimiento de contrato, robo de secretos industriales o competencia desleal, violación de políticas públicas, despido improcedente, demandas por agravio, demandas por represalias, discriminación o acoso ilícitos, y demandas por infracción de cualquier ley, estatuto, reglamento u ordenanza federal, estatal o del gobierno como, por ejemplo, las demandas bajo la Ley de Discriminación por Edad en el Empleo (Age Discrimination in Employment Act), la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act); El Título VII de la Ley de Derechos Civiles de 1964 (Title VII of the Civil Rights Act of 1964); la Ley de Paga Equitativa (Equal Pay Act); la Ley de Informes Crediticios Justos (Fair Credit Reporting Act); la Ley de Normas de Trabajo Justas (Fair Labor Standards Act); la Ley de Ausencia con Permiso Familiar y Médica (Family and Medical Leave Act); la Ley

<p>Claims not covered by this Agreement are: claims for workers' compensation or unemployment benefits; violations of the National Labor Relations Act; petitions or charges that could be brought before the National Labor Relations Board; charges filed with the Equal Employment Opportunity Commission or a similar government agency; claims under employee pension, welfare benefit or stock option plans if those plans provide a dispute resolution procedure; and after application of FAA preemption principles, claims which are not subject to arbitration or pre-dispute arbitration agreements pursuant to federal law, but only to the extent federal law prohibits enforcement of the Agreement with respect to such claims. To the extent federal law prohibits enforcement of the representative action waiver (discussed in section III below) with respect to representative claims under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698, <i>et seq.</i> and representative claims for public injunctive relief under California Business and Professions Code § 17203, such claims also are not covered by this Agreement. This Agreement does not limit any federal, state, or local government or administrative agency's jurisdiction and nothing herein shall be construed to constitute a waiver of Employee's right to file a charge or complaint with any such agency, including but not limited to the National Labor Relations Board and the Equal Employment Opportunity Commission. However, unless otherwise provided by applicable law, Employee shall not be entitled to seek or receive any monetary compensation as a result of any proceeding arising from the filing of any such charge and/or participating in an investigation resulting from the filing of a charge with the EEOC and/or state or local human rights agency.</p>	<p>de Discriminación por Embarazo (Pregnancy Discrimination Act); la Ley de Rehabilitación (Rehabilitation Act); el artículo 1981 a 1988 inclusive del Título 42 del Código de EE. UU., y/o la Ley de Notificación de Reajuste y Capacitación del Trabajador (Worker Adjustment and Retraining Notification Act).</p> <p>Este Acuerdo no cubre los siguientes reclamos: los reclamos de indemnización al trabajador o de beneficios por desempleo; las infracciones de la Ley Nacional de Relaciones Laborales (National Labor Relations Act); las peticiones o acusaciones que se puedan presentar ante la Junta Nacional de Relaciones Laborales; las acusaciones presentadas ante la Comisión de Oportunidad de Empleo Igualitaria u otro organismo similar del gobierno; los reclamos bajo las pensiones de empleados, los beneficios de bienestar social o los planes de opción de venta o compra de acciones, si tales planes proveen un procedimiento de resolución de disputas; y después de la aplicación de los principios de preferencia de la FAA, los reclamos que no estén sujetos a arbitraje o a acuerdos de arbitraje previos a la disputa de conformidad con la ley federal, pero solo en la medida que la ley federal prohíba la ejecución del Acuerdo con respecto a tales reclamos. En la medida que la ley federal prohíba la ejecución de la renuncia a las acciones de representación (que se menciona en la sección III a continuación) con respecto a las demandas de representación bajo la Ley del Procurador General Privado de California (California's Private Attorneys General Act) de 2004, los artículos 2698 y siguientes del Código de Trabajo de California, y las demandas de representación que piden desagravio judicial público de conformidad con el artículo 17203 del Código de Comercio y Profesiones de California (California Business and Professions Code), tales reclamos tampoco estarán cubiertos por este Acuerdo. Este Acuerdo no limita la jurisdicción de ningún gobierno federal, estatal o local ni de ningún organismo administrativo, y nada de lo que contiene el presente debe interpretarse como una renuncia al derecho del empleado de presentar una acusación o demanda ante cualquier organismo de</p>
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Nothing in this Agreement prevents Employee from reporting good faith allegations of unlawful employment practices to appropriate federal, state or local agencies; reporting any good faith allegation of criminal conduct to any appropriate federal, State, or local official; participating in a proceeding with any appropriate federal, State, or local government agency enforcing discrimination laws; making any truthful statements or disclosures required by law, regulation, or legal process; or requesting or receiving confidential legal advice. Nothing in this Agreement prohibits Employee from filing a complaint with the California Division of Labor Standards Enforcement (“DLSE”) seeking a non-binding administrative hearing before the DLSE pursuant to Labor Code section 98 et seq. (known as a “Berman” hearing). However, any de novo appeal by Employee or the Company after a Berman hearing from a decision by the DLSE will be subject to this Agreement.

III. Waiver of Multi-Plaintiff, Class, Collective and Representative Actions (“Waiver”)

Covered Claims must be brought on an individual basis only, and arbitration on an individual basis is the exclusive remedy. No arbitrator has authority to consolidate claims or proceed with arbitration on multi-plaintiff, class,

tal naturaleza, incluyendo de forma enunciativa y no limitativa la Junta Nacional de Relaciones Laborales o la Comisión de Oportunidad de Empleo Igualitaria. Sin embargo, a menos que la ley aplicable disponga lo contrario, el empleado no tendrá derecho a solicitar ni a recibir ninguna compensación monetaria como resultado de un procedimiento que surja de la presentación de una acusación de tal tipo o de participar en una investigación resultante de la presentación de una acusación ante la EEOC o el organismo de derechos humanos estatal o local.

Nada de lo que contiene este Acuerdo evita que el empleado denuncie de buena fe alegaciones de prácticas laborales ilícitas a los organismos federales, estatales o locales pertinentes; denuncie cualquier alegación de buena fe de conductas delictivas a cualquier funcionario federal, estatal o local apropiado; participe en un procedimiento con cualquier organismo federal, estatal o local que haga valer las leyes contra la discriminación; haga declaraciones o divulgaciones veraces exigidas por la ley, los reglamentos o un proceso legal; o solicite o reciba asesoramiento legal confidencial. Nada de lo que contiene este Acuerdo prohíbe que el empleado presente una reclamación ante la División de Ejecución de Normas Laborales de California (California Division of Labor Standards Enforcement) (“DLSE”) para solicitar una audiencia administrativa no vinculante ante la DLSE de conformidad con el artículo 98 y siguientes del Código Laboral (conocida como una audiencia “Berman”). Sin embargo, toda apelación nueva del empleado o de la compañía después de una audiencia Berman por decisión de la DLSE quedará sujeta a este Acuerdo.

III. Renuncia a las acciones con demandantes múltiples, de clase, colectivas o de representación (“renuncia”)

Los reclamos cubiertos deben presentarse de forma individual solamente, y el arbitraje individual es el recurso disponible exclusivo. Ningún árbitro tiene autoridad para consolidar

collective, or representative basis. Should such a claim be initiated in arbitration, the arbitrator shall summarily reject it as beyond the scope of this Agreement. Any disputes concerning the applicability or validity of this Waiver shall be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines that this Waiver is unenforceable with respect to any claim, this Waiver shall not apply to that claim, and that claim may only be initiated in court (subject to applicable claims and defenses) as the exclusive forum.

IV. Authority to Determine Arbitrability

Except as provided in Section III, and except if a party requests provisional relief from a court of competent jurisdiction to preserve the *status quo* pending arbitration, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability or formation of this Agreement (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration). Enforcement of this Agreement may not be precluded or delayed on the grounds that (1) a party to this Agreement also is a party to a pending court action or special proceeding with a third party arising out of the same transaction or series of related transactions, or (2) a party to this Agreement asserts arbitrable and non-arbitrable claims.

V. Procedures

The demand for arbitration must be in writing, personally signed by the person initiating the claim, and made within the time period required under the applicable statute of limitations. To initiate arbitration, Employee must deliver the written and personally-signed demand to the Company at

reclamos o llevar adelante un arbitraje con múltiples demandantes, de clase, colectivo o de representación. Si se inicia un arbitraje de un reclamo de tal naturaleza, el árbitro lo rechazará sumariamente por estar fuera del alcance de este Acuerdo. Toda disputa relacionada con la aplicabilidad o validez de esta renuncia será decidida por un tribunal de jurisdicción competente, no por el árbitro. En el caso que el tribunal determine que esta renuncia no es ejecutable en relación a cualquier reclamo, esta renuncia no será aplicable a tal reclamo, y solamente dicho reclamo podrá presentarse en el tribunal (de conformidad con los reclamos y las defensas aplicables) como foro exclusivo.

IV. Autoridad para determinar la posibilidad de arbitrar

Excepto por lo dispuesto en la sección III, y excepto si una de las partes solicita un desagravio provisional de un tribunal de jurisdicción competente para preservar el *status quo* mientras el arbitraje está pendiente, el árbitro será la autoridad exclusiva para resolver cualquier disputa relacionada con la posibilidad de arbitrar cualquier reclamo individual o la aplicabilidad o redacción de este Acuerdo (incluyendo todas las defensas de ejecución de contrato, como, por ejemplo, la renuncia al derecho de obligar a que se haga un arbitraje). La ejecución de este Acuerdo no puede impedirse ni atrasarse porque (1) una de las partes de este Acuerdo también es una parte en una acción pendiente ante el tribunal o un procedimiento especial con un tercero resultante de la misma transacción o serie de transacciones relacionadas, o (2) una de las partes de este Acuerdo afirma reclamos arbitrables y no arbitrables.

V. Procedimientos

La demanda de arbitraje se debe presentar por escrito, ser firmada personalmente por la parte que inicie el reclamo y llevarse a cabo dentro del plazo de tiempo requerido bajo el plazo de prescripción aplicable. Para iniciar un arbitraje, el

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Attn: Legal Department
3851 Fruitvale Ave.
Bakersfield, CA 93308

For the Company to initiate arbitration, it must deliver the written demand, signed by the Company, for arbitration to Employee at the last known address recorded in Employee's personnel records. The party initiating arbitration also must, within the time period required under the applicable statute of limitations, submit the personally-signed and written demand to the arbitration service that will administer the claim (as explained below). The Company shall pay all arbitration fees and costs that would not be incurred in a court proceeding.

The arbitration shall be before a single neutral arbitrator. Unless the parties otherwise agree, the American Arbitration Association ("AAA") shall administer the arbitration and the hearing shall take place in the county in which the dispute arose. The Employment Arbitration Rules and Mediation Procedures ("AAA rules"), or the employment rules of the arbitration service used, shall govern the arbitration proceedings, but to the extent the rules conflict with this Agreement, the provisions of this Agreement shall apply. Employee may obtain a copy of the AAA rules before signing this Agreement at www.adr.org, by contacting the AAA directly (toll-free 800-778-7879), or by contacting the Company's Human Resources department at 661-631-0347. Each party shall have the right to conduct discovery adequate to fully and fairly present the claims and defenses consistent with the streamlined nature of arbitration. Each party shall have the right to file dispositive motions pursuant to the Federal Rule of Civil Procedures in the jurisdiction in which the arbitration is conducted (including without limitation motions to dismiss or for summary judgment).

empleado debe entregar la demanda escrita y firmada personalmente a la compañía

Esparza Enterprises, Inc.
Attn: Legal Department
3851 Fruitvale Ave.
Bakersfield, CA 93308

Para que la compañía inicie un arbitraje, esta debe entregar la demanda escrita, firmada por la compañía, al empleado en la última dirección conocida registrada en los registros de personal del empleado. La parte que inicia el arbitraje también debe, dentro del período requerido bajo el plazo de prescripción aplicable, presentar una demanda escrita y firmada personalmente al servicio de arbitraje que administrará el reclamo (como se explica a continuación). La compañía pagará todos los honorarios y costos de arbitraje que no se incurrirían en un proceso judicial.

El arbitraje se llevará a cabo ante un árbitro único neutral. A menos que las partes acuerden lo contrario, la Asociación Estadounidense de Arbitrajes (American Arbitration Association) ("AAA") administrará el arbitraje, y la audiencia se llevará a cabo en el condado en el que surgió la disputa. Las Reglas de Arbitraje y los Procedimientos de Mediación en el Empleo (Employment Arbitration Rules and Mediation Procedures) ("las reglas de la AAA"), o las reglas de empleo del servicio de arbitraje utilizado, regirán los procedimientos de arbitraje, pero si tales reglas contradicen este Acuerdo, prevalecerán las disposiciones de este Acuerdo. El empleado puede obtener una copia de las reglas de la AAA antes de firmar este Acuerdo en www.adr.org, comunicándose directamente con la AAA (número gratuito 800-778-7879), o comunicándose con el departamento de recursos humanos de la compañía en 661-631-0347. Cada una de las partes tendrá derecho a obtener pruebas suficientes para presentar los reclamos y defensas de forma completa y justa de conformidad con la naturaleza simplificada de los arbitrajes. Cada una de las partes tendrá derecho a presentar peticiones dispositivas de conformidad con las reglas federales de procedimientos civiles en la

The arbitrator shall apply the substantive law relating to all claims and defenses to be arbitrated the same as if the matter had been heard in court, including with respect to the award of any remedy or relief on an individual basis and any award of costs and attorneys' fees to the prevailing party. Otherwise, the parties shall each bear their own costs and attorneys' fees. The arbitrator also may award monetary and non-monetary sanctions or other relief against a party or a party's attorney(s) for violation of this Agreement, the AAA Employment Rules, an Arbitrator's Order, the filing of frivolous claims, and/or violation of Federal Rule of Civil Procedure 11. The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. The Parties agree that any arbitration award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding and that arbitrators are barred from giving prior arbitration awards precedential effect. Any authorized decision or award of the arbitrator shall be final and binding on the parties. Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award or (ii) vacating, modifying, or correcting the award on any ground permitted by applicable law.

VI. Governing Law, Consideration, Severability, Final Agreement

The Federal Arbitration Act (9 U.S.C. Sections 1, *et seq.*) shall govern this Agreement. State arbitration statutes shall apply only to the extent they are not preempted by the FAA.

jurisdicción donde se lleve a cabo el arbitraje (incluyendo sin limitación las peticiones de desestimación o de sentencia sumaria).

El árbitro aplicará el derecho sustantivo relacionado con todos los reclamos y defensas a ser arbitrados, del mismo modo que si el asunto hubiera sido conocido en el tribunal, incluyendo en relación al otorgamiento de una reparación o desagravio individual y la adjudicación de cualquier costo y honorario de abogado a la parte ganadora. De no ser así, cada una de las partes pagará sus propios costos y honorarios de abogado. El árbitro también puede otorgar sanciones monetarias y no monetarias u otros desagravios contra una parte o el o los abogados de una parte por el incumplimiento de este acuerdo, las reglas de empleo de la AAA, una orden del árbitro, la presentación de demandas infundadas, o el incumplimiento de la Regla Federal de Procedimientos Civiles 11. El laudo arbitral se hará por escrito, y citará las conclusiones de hecho, razones y evidencia que fundamentan el laudo. Las partes acuerdan que los laudos arbitrales no tendrán efecto preventivo en relación a los asuntos o reclamos de cualquier otra disputa o procedimiento de arbitraje, y que los árbitros no podrán darle un efecto de precedente a los laudos arbitrales previos. Toda decisión o laudo arbitral autorizado del árbitro será final y vinculante para las partes. Cualquier tribunal de jurisdicción competente podrá dictar sentencia en relación al laudo, ya sea (i) confirmándolo o (ii) anulándolo, modificándolo o corrigiéndolo en base a cualquier fundamento permitido por la ley aplicable.

VI. Ley que rige, contraprestación, divisibilidad, acuerdo final

Este Acuerdo será regido por la Ley Federal de Arbitraje (Federal Arbitration Act) (artículo 1 y siguientes, Título 9 del Código de EE. UU.). Los estatutos de arbitraje estatales serán aplicables solo en la medida que no sean suplantados por la FAA.

The Parties agree that the mutual promises to arbitrate claims covered by the Agreement serve as adequate consideration. To the extent permitted by applicable federal law, new or continued employment, and the Company's agreement to pay all fees and costs unique to arbitration serve as additional consideration.

If any part of this Agreement is held to be invalid, void, or unenforceable, it shall be interpreted in a manner or modified to make it enforceable. If that is not possible, it shall be severed and the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement sets forth the final agreement of the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to arbitration of claims covered by the Agreement. **By issuance of this Agreement, the Company agrees to be bound without signing it.**

Nothing in this Agreement constitutes an express or implied contract of employment for any defined period of time. Nor does it alter any applicable employment at will relationship between Employee and the Company.

VII. Opt Out

Arbitration is not a mandatory condition of employment. Employee may opt out by mailing via U.S. Mail, Return Receipt Requested, written notice of the intent to opt out within 30 calendar days of signing this Agreement to:

Esparza Enterprises, Inc.
Attn: Legal Department
3851 Fruitvale Ave.
Bakersfield, CA 93308

If the Company does not receive the written notice of the intent to opt out within the 30 calendar-day period, the Parties shall be bound by this Agreement. Employee will not be subject to retaliation for exercising the right to assert claims

Las partes acuerdan que las promesas mutuas de arbitrar los reclamos cubiertos por el Acuerdo fungen como contraprestación adecuada. En la medida permitida por la ley federal aplicable, el empleo nuevo o la continuación del empleo, así como el acuerdo de la compañía de pagar todos los honorarios y costos exclusivos del arbitraje fungen como contraprestación adicional.

Si se determina que alguna parte de este acuerdo es inválida, nula o no ejecutable, esta se interpretará o modificará de una manera que la haga ejecutable. Si esto no es posible, se eliminará y las disposiciones restantes de este Acuerdo continuarán siendo plenamente vigentes.

Este Acuerdo expone el acuerdo final de las partes y reemplaza todos los acuerdos, negociaciones o declaraciones anteriores, ya sean escritos u orales, relacionados con el arbitraje de reclamos cubiertos por el presente. **Mediante la emisión de este Acuerdo, la compañía acuerda quedar vinculada por él sin firmarlo.**

Nada de lo que contiene este Acuerdo constituye un contrato expreso ni implícito de empleo por un plazo de tiempo definido. Tampoco modifica ninguna relación de empleo a voluntad entre el empleado y la compañía.

VII. Opción de excluirse

El arbitraje no es una condición obligatoria del empleo. El empleado puede optar por excluirse enviando por correo postal de EE. UU. con acuse de recibo dentro de los 30 días calendario siguientes a la firma de este Acuerdo una notificación escrita de su intención de optar por excluirse a:

Esparza Enterprises, Inc.
Attn: Legal Department
3851 Fruitvale Ave.
Bakersfield, CA 93308

Si la compañía no recibe la notificación escrita de la intención de optar por excluirse dentro del plazo de 30 días calendario, las partes

or opt out of this Agreement. By signing below, Employee acknowledges that Employee understand the option to opt out of the Agreement pursuant to this paragraph and that a failure to timely submit the opt out notice and remaining in the employment of the Company after that date will be deemed an acceptance of the Agreement.

THIS CONTRACT IS A BINDING ARBITRATION AGREEMENT WHICH MAY BE ENFORCED BY THE PARTIES.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ, OR HAVE HAD THE OPPORTUNITY TO READ, THIS ARBITRATION AGREEMENT. I AGREE TO THIS ARBITRATION AGREEMENT AND I UNDERSTAND THAT THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THIS ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT.

Employee Signature

Date

quedarán vinculadas por este Acuerdo. El empleado no sufrirá represalias por ejercer su derecho de presentar reclamos u optar por excluirse de este Acuerdo. Mediante su firma a continuación, el empleado reconoce que entiende la opción de excluirse del Acuerdo de conformidad con este párrafo y que, si no presenta una notificación de su opción de excluirse de forma oportuna y continúa trabajando para la compañía después de dicha fecha, se considerará que ha aceptado el Acuerdo.

ESTE CONTRATO ES UN ACUERDO DE ARBITRAJE VINCULANTE QUE PUEDE SER EJECUTADO POR LAS PARTES.

MEDIANTE MI FIRMA A CONTINUACIÓN, RECONOZCO QUE HE RECIBIDO Y LEÍDO, O HE TENIDO LA OPORTUNIDAD DE LEER, ESTE ACUERDO DE ARBITRAJE. ACEPTO ESTE ACUERDO DE ARBITRAJE Y ENTIENDO QUE ESTE ACUERDO DE ARBITRAJE REQUIERE QUE LAS DISPUTAS RELACIONADAS CON LOS ASUNTOS SUJETOS AL ACUERDO SE PRESENTEN A ARBITRAJE, DE CONFORMIDAD CON ESTE ACUERDO DE ARBITRAJE, EN LUGAR DE PRESENTARSE ANTE UN JUEZ Y JURADO EN EL TRIBUNAL.

Firma del empleado

Fecha



Safety Department Footwear Recommendations

The following should be considered when selecting shoes to be worn in the sizing, grading, processing, or packaging area, or other cold, wet environments:

- Substantial footwear which enclosed the foot made with sturdy upper leather-water. Resistant, man-made upper okay but must have a minimum of 50% non-porous material.
- Chevron or cleat design soles of soft non-slip materials
- Lace-ups are preferred over slip on style shoes.
- Wide heel with a minimum of 3/2 to a maximum 2 in high

The following footwear is prohibited for general safety and for food safety rules:

- Sandals or flip flops
- Open-toes shoes or open-heeled shoes
- High-heeled shoes (heels height exceeding 2 in) narrow heeled shoes where the heel is less than ½ in the width of the shoe.
- Cowboy boots with slick leather soles
- Any shoes with leather soles
- Fashion platforms shoes or sneakers (sole height exceeding 2in)
- Leather-soled or other non-slip resistant materials
- Sketchers shape UPS or other similar muscle toning shoes
- No UGGs or similar type boot
- No house shoes.

Because shoe styles change constantly, The Safety Department reserves the right to evaluate footwear at any given time.

Date



Unqualified Personnel Electrical Training

Esparza Enterprises employees that do not perform electrical work, but may be in the vicinity of, or around energized electrical distribution equipment, conductors or circuit parts are required to receive electrical safety hazard awareness training and training on other applicable hazards as deemed appropriate for “unqualified” workers to understand and avoid hazards.

There are varying degrees of electrical energy used at all facilities up to and including lethal voltages. These systems are all safely enclosed or guarded by location. Unqualified or unauthorized employees are forbidden to enter these areas.

All employees shall be trained on the following items:

1. No electrical panel shall be opened by any unqualified person.
2. No labeling or signage on electrical panels shall be removed, modified, or defaced in any manner.
3. No circuit breaker or any other electrical safety apparatus shall be reset or tampered with by any unqualified person.
4. No electrical cords, plugs, or switches shall be modified or tampered with by any unqualified person.
5. Employees whose job functions include attachment and detachment of portable electrical equipment shall receive job specific training on the proper method of attachment and detachment of equipment and the hazards involved in these duties.

ORGANIC VEGETABLE HARVESTING/GRIMMWAY GROUP PIECE PROGRAM FOR ESPARZA ENTERPRISE, INC EMPLOYEES– 2019

Purpose: This group piece rate program is intended to reward Esparza Enterprises, Inc. Employees in the Grimmway Organic Vegetable Harvesting Division who deliver high productivity and quality. Employees will share compensation based on the productivity of their crew. Each employee eligible for piece pay will be paid based on the daily piece production of the entire crew. Separate from the group piece rate, eligible employees will be paid an hourly rate for any work time where they cannot earn piece rate, known as non-productive time ("NPT"). Eligible employees will also be paid the average hourly rate or minimum wage, whichever is greater, for rest and recovery periods in accordance with California Law.

Eligibility: All Esparza Enterprises, Inc. Employees with the job code FARM LABORER (or BUNCHING when designated) who work on a crew designated by management for the Group Piece Program (Program), and who meet minimum productivity standards, will be eligible for the Program. Certain positions on the crew may not be eligible for the Program and will be paid by the hour. For example, the following positions are not eligible for the Program: Foreman, Harvest Support positions, and Truck Drivers. Other positions may be added to the excluded job list. Please see your Foreman if you have any questions about your position's eligibility.

Pay Details: For members of an eligible crew in the Program; each eligible employee will receive piece compensation for an average number of pieces packed by the crew for that job. The average piece count per job is determined by the number of pieces packed by the crew divided by the number of hours worked by eligible piece employees.

Crew Example-Piece Count Calculation:

- 168 pieces packed
- 10 employees worked 4 hours
- 1 employee worked 2 hours

- 168 pieces/42 hours = 4 pieces per hour
- 10 employees who worked 4 hours get credit for 16 pieces
- 1 employee who worked 2 hours gets credit for 8 pieces

Each crew's piece productivity per job will be calculated from the total pieces packed per job by the total number of employee hours worked for the job. Each employee will be credited a certain number of pieces based on their number of employee hours worked. An individual's daily pay will be determined by evaluating the pay for all piece jobs in a given day. **The employee will be paid the greater of the piece compensation or hourly compensation (if the piece rate was not achieved that day.)**

Crews whose overall daily piece work productivity is equal to, or below, the minimum productivity standards will be paid at minimum wage (or the employee's base wage, whichever is higher) for the piece hours worked that day. Overtime will be paid in accordance with California Law. Other non-productive time will be paid as hourly work, see explanation below.

Non-Productive Time (NPT): As noted above, separate from the group piece rate, eligible employees will be paid an hourly rate for any work time where they cannot earn piece rate. This time is known as NPT. NPT will be paid at the employee's base hourly rate and will not be included in the calculation of piece pay. The following is a list of some tasks, but not all tasks, that would be paid at an hourly rate for NPT:

- Traveling between work locations.
- Attending meetings (e.g. safety meetings)
- Attending job trainings.
- Doing warm-up calisthenics.
- Donning and doffing personal protective equipment or protective clothing.
- Waiting for arrival of bins, boxes, or other containers in which crops are placed.
- Waiting for the repair or replacement of equipment necessary to harvest pieces.
- Waiting for weather or other environmental conditions to change so that piece-production work can start or resume.
- Other work time when scheduled to work but not able to earn piece rate.

Meal and Rest Periods: Organic harvest crews must take their meal and rest periods in accordance with Company Policy and California Law. To ensure employees to take their meal and rest periods, productivity standards are based on the time a crew is physically working so employees can take their meal and rest periods without taking away from their opportunity to earn piece pay.

As stated above, eligible employees will also be paid the average hourly rate, or minimum wage, whichever is greater, for rest and recovery periods. The average hourly rate for rest and recovery periods is calculated by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods.

Promoting Safety and Rewarding Teamwork: Employees must still follow all Company safety, quality, and food safety procedures and requirements. If an employee commits an un-safe act while working (whether the act results in an accident or incident), the crew foreman or management will evaluate further program eligibility and ongoing employment status.

Posted Performance: Daily crew performance by commodity will be posted at the worksite and available in writing upon request.

End of Employment: When an eligible employee leaves the Company mid-week, the employees pay will be determined based on any piece incentives earned to date. Employee will be paid all wages owed.

When earned, piece rate payments will be included in the calculation of the following: (1) the regular rate for overtime, if worked; (2) paid rest periods as defined above; (3) sick leave, if taken; and (4) meal/rest period premiums earned in the work week the piece rate is earned in accordance with California Law.

Program Changes: The Company reserves the right to make changes to the Program. Any changes will be announced prior to the effective date and will be available in writing from your Foreman.

Questions: If you have any questions about the Group Piece Program, please speak to your crew Foreman or Supervisor or a Human Resources Representative.

By signing below, as an employee of Esparza Enterprises, Inc., I have read and I understand all the above, and I agree to all the above.

Print Name	Employee #	Signature	Date
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CODE OF SAFE PRACTICES

Esparza Enterprises, Inc. has established these safety rules, and Management has approved them to protect each employee. All employees are to obey all the company's rules, written or verbal, and are requested to cooperate in observing these rules and to help in making their job and work area a safe and orderly place to work.

1. Never start on any job without being completely familiar with all safety procedures which may apply to it. Check with your supervisor if in doubt.
2. Never operate any machine or equipment unless you have been properly trained and authorized to do so by your supervisor.
3. Do not operate defective equipment. Do not use broken hand tools. Report defective or hazardous equipment to your supervisor immediately.
4. Operate all equipment and tools for which you have been properly trained in a safe manner.
5. Never repair or adjust any machine or equipment unless you have been properly trained and authorized by your supervisor.
6. Never attempt to perform cleaning, unjamming, repairing, servicing, setting-up, and adjusting operations on a machine or equipment that is required to be locked and tagged out of service. Only trained and authorized employees can conduct these tasks.
7. Never attempt to restart or reenergize equipment that is locked and tagged out.
8. Never tamper with machines and equipment that are locked and tagged out.
9. Ensure all safety attachments are in place and properly adjusted before operating any machines and/or equipment.
10. Do not operate any machine or equipment at unsafe speeds. Operators shall always wear available seatbelts and shut off equipment that is not in use.
11. Cell phone usage is prohibited while operating any type of rolling stock (e.g., forklift, utility vehicle, and yard truck).
12. Rolling stock operators must safeguard other workers at all times; workers also have the responsibility of showing courtesy to all rolling stock operators.
13. Stay a safe distance away from all moving parts of machinery.
14. Do not wear loose jewelry or loose clothing while operating or working near moving machinery and/or equipment. Long hair must be held back and kept out of the way of moving machinery and/or equipment.
15. Wear all personal protective equipment (e.g., safety glasses, face shields, etc.) required for each job duty. Wear proper footwear. Sandals or other open-toed or thin-soled shoes are not to be worn.
16. Properly store tools when they are not in use.
17. Do not lift items which are too bulky or too heavy to be handled by one person. Ask for assistance.
18. Keep all aisles, stairways, and exits clear of miscellaneous items, tools, and product.
19. Access to all fire extinguishers, emergency exit routes, electrical panels, and fire sprinkler shut-off systems is to be clear of any obstructions.
20. When stacking materials, ensure stacks are stable and properly secured.
21. Do not contribute to or create unsanitary conditions on company premises.
22. Keep your work area, machinery, and all facilities you use clean and neat.
23. Do not participate in horseplay, malicious mischief, or similar conduct that could distract fellow workers or jeopardize their safety or the safety of the subject employee. Do not run on the premises – always walk.



Esparza Enterprises, Inc.

Name: Code of Safe Practice

Revision Date: 1/17/22

24. Never take chances. If you are unsure, ask your supervisor.
25. Stay attentive to what you are doing, always working safely.
26. Employees shall not enter confined spaces such as manholes, underground vaults, vessels, chambers, or tanks. Only trained and authorized employees can enter confined spaces.
27. Do not jump from one elevated level to another.
28. Do not report for work under the influences of intoxicating or illegal substances.
29. Possessing or using an illegal substance or intoxicating beverage is not permitted.
30. Possession or use of any type of weapon is prohibited on Grimmway Enterprises, Inc. property unless pre-authorized by the Board of Directors, General Manager, or the Vice President of Safety. If a firearm is authorized, the employee must be duly licensed.
31. Smoking is only permitted in designated smoking areas.
32. Handle and store flammable liquids properly.
33. If trained on fire extinguisher use, maintain familiarity with their locations throughout your work areas.
34. Maintain familiarity with emergency exits throughout your work area(s).
35. Immediately report all unsafe conditions and/or acts.
36. Immediately notify your supervisor of any work-related injury/illness before the end of the shift and before obtaining medical treatment for any work-related injury/illness.
37. Employees are required to submit to and cooperate with medical treatment following a work-related injury/illness.



Infectious Disease Screening

Employees are required to self-screen by not coming into the workplace if they are experiencing symptoms of airborne infectious diseases. Posters have been installed at various locations at each of our California locations that provide a list of symptoms to remind employees of their obligation to self-screen as well as instructions for reporting any issues.

Autoevaluación de Enfermedades Infecciosas

A los empleados se les requiere autoevaluarse y no entrar al lugar de trabajo si están experimentando síntomas de enfermedades infecciosas transmitidas por el aire. Se han instalado rótulos en varios lugares de cada una de nuestras ubicaciones en California que brindan una lista de síntomas para recordar a los empleados su obligación de autoevaluarse, así como instrucciones para informar de cualquier problema.

ਛੂਤ ਦੀ ਬਿਮਾਰੀ ਦੀ ਪੜਤਾਲ

ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਲਾਜ਼ਮੀ ਤੌਰ ਤੇ ਕੰਮ ਤੇ ਨਾ ਆਉਣ ਅਤੇ ਸਵੈ ਸਕ੍ਰੀਨ ਕਰਨ ਦੀ ਲੋੜ ਹੈ ਜੇਕਰ ਉਹ ਹਵਾ ਨਾਲ ਹੋਣ ਵਾਲੀਆਂ ਛੂਤ ਦੀਆਂ ਬਿਮਾਰੀਆਂ ਦੇ ਲੱਛਣਾਂ ਦਾ ਅਨੁਭਵ ਕਰ ਰਹੇ ਹਨ। ਸਾਡੇ ਕੈਲੀਫੋਰਨੀਆ ਦੇ ਹਰੇਕ ਟਿਕਾਣੇ ਤੇ ਵੱਖ-ਵੱਖ ਸਥਾਨਾਂ ਤੇ ਪੋਸਟਰ ਲਗਾਏ ਗਏ ਹਨ ਜੋ ਕਰਮਚਾਰੀਆਂ ਨੂੰ ਛੂਤ ਦੀ ਬਿਮਾਰੀ ਦੇ ਲੱਛਣਾਂ ਦੀ ਸੂਚੀ ਪ੍ਰਦਾਨ ਕਰਦੇ ਹਨ ਜਿਹੜੇ ਯਾਦ ਕਰਵਾਉਂਦੇ ਹਨ ਸਵੈ-ਸਕ੍ਰੀਨ ਕਰਨ ਲਈ ਅਤੇ ਨਾਲ ਹੀ ਕਿਸੇ ਵੀ ਮੁੱਦੇ ਦੀ ਰਿਪੋਰਟ ਕਰਨ ਲਈ ਨਿਰਦੇਸ਼ ਦਿੰਦੇ ਹਨ।



INFECTIOUS DISEASE SCREENING

REGARDLESS OF YOUR VACCINATION STATUS, HAVE YOU EXPERIENCED ANY OF THE SYMPTOMS IN THE LIST BELOW IN THE PAST 48 HOURS?

IMPORTANT: ANSWER "YES" EVEN IF YOU BELIEVE THE SYMPTOM(S) IS BECAUSE OF SOME OTHER MEDICAL CONDITION (FOR EXAMPLE, ANSWER "YES" IF YOU HAVE A RUNNY NOSE BECAUSE OF ALLERGIES).

- fever or chills
- cough
- shortness of breath or difficulty breathing
- fatigue
- muscle or body aches
- headache
- new loss of taste or smell
- sore throat
- congestion or runny nose
- nausea or vomiting
- diarrhea

If you have had any of the above symptoms in the last 48 hours, DO NOT physically return to the workplace until symptoms have been improving for more than 48 hours. Please contact Employee Relations at **(661) 855-8510** to have your absence excused. If you have a medical condition that causes any of these symptoms and you need access to a Grimmway facility within the next few days, you will need to contact Employee Relations, who will evaluate your request, and who may require a medical clearance.

DETECCIÓN DE ENFERMEDADES INFECCIOSAS

INDEPENDIEMENTE DE SU ESTADO DE VACUNACIÓN, ¿HA EXPERIMENTADO ALGUNO DE LOS SÍNTOMAS DE LA SIGUIENTE LISTA EN LAS ÚLTIMAS 48 HORAS?

IMPORTANTE: RESPONDA "SÍ" AUNQUE USTED CREA QUE LOS SÍNTOMAS SON POR ALGUNA OTRA CONDICIÓN MÉDICA (POR EJEMPLO, RESPONDA "SÍ" SI USTED TIENE SECRECIÓN NASAL DEBIDO A ALERGIAS).

fiebre o escalofríos • tos • falta de aire o dificultad para respirar
fatiga • dolores musculares o corporales • dolor de cabeza
pérdida reciente del gusto o del olfato • dolor de garganta
congestión o secreción nasal • náusea o vómito • diarrea

Si ha tenido alguno de los síntomas anteriores en las últimas 48 horas, NO regrese físicamente al lugar de trabajo hasta que los síntomas hayan mejorado durante más de 48 horas. Por favor comuníquese con Relaciones con los Empleados al **(661) 855-8510** para que le excusen su ausencia. Si tiene una condición médica que causa alguno de estos síntomas y necesita acceso a una de las instalaciones de Grimmway dentro de los próximos días, deberá comunicarse con Relaciones con los Empleados, quienes evaluarán su solicitud y es posible que requieran una autorización médica.

ਛੂਤ ਵਾਲੀ ਬਿਮਾਰੀ ਦੀ ਸਕ੍ਰੀਨਿੰਗ

ਤੁਹਾਡੀ ਟੀਕਾਕਰਨ ਦੀ ਸਥਿਤੀ ਦੇ ਬਾਵਜੂਦ ਕੀ ਤੁਸੀਂ ਪਿਛਲੇ 48 ਘੰਟਿਆਂ ਵਿੱਚ ਹੇਠਾਂ ਦਿੱਤੀ ਸੂਚੀ ਵਿੱਚ ਕਿਸੇ ਵੀ ਲੱਛਣ ਦਾ ਅਨੁਭਵ ਕੀਤਾ ਹੈ?

ਮਹੱਤਵਪੂਰਨ: "ਹਾਂ" ਵਿੱਚ ਜਵਾਬ ਦਿਉ, ਭਾਵੇਂ ਤੁਸੀਂ ਮੰਨਦੇ ਹੋ ਕਿ ਲੱਛਣ ਕਿਸੇ ਹੋਰ ਡਾਕਟਰੀ ਬਿਮਾਰੀ ਕਰਕੇ ਹਨ (ਉਦਾਹਰਨ ਲਈ, ਜੇਕਰ ਤੁਹਾਨੂੰ ਐਲਰਜੀ ਦੇ ਕਾਰਨ ਨੱਕ ਵਗਦਾ ਹੈ ਤਾਂ "ਹਾਂ" ਵਿੱਚ ਜਵਾਬ ਦਿਉ)

ਬੁਖਾਰ ਜਾਂ ਕਾਂਝਾ ਲੱਗਣਾ • ਖੰਘ • ਸਾਹ ਦੀ ਕਮੀ ਜਾਂ ਸਾਹ ਲੈਣ ਵਿੱਚ ਮੁਸ਼ਕਿਲ
ਥਕਾਵਟ • ਮਾਸਪੇਸ਼ੀ ਜਾਂ ਸਰੀਰ ਵਿੱਚ ਦਰਦ • ਸਿਰ ਦਰਦ
ਸੁਆਦ ਜਾਂ ਸੁੰਘਣ ਸ਼ਕਤੀ ਵਿੱਚ ਨਵੀਂ ਕਮੀ • ਗਲੇ ਵਿੱਚ ਖਰਾਸ਼
ਜਕੜਣ ਜਾਂ ਵਗਦਾ ਨੱਕ • ਜੀਅ ਮਤਲਾਉਣਾਂ ਜਾਂ ਉਲਟੀ ਆਉਣਾ • ਸਤ

ਜੇਕਰ ਤੁਹਾਡੇ ਕੋਲ ਪਿਛਲੇ 48 ਘੰਟਿਆਂ ਵਿੱਚ ਉਪਰੋਕਤ ਲੱਛਣਾਂ ਵਿੱਚੋਂ ਕੋਈ ਵੀ ਹੋਵੇ ਹਨ, ਤਾਂ ਸਰੀਰਕ ਤੌਰ ਤੇ ਕਾਰਜ-ਸਥਾਨ ਤੇ ਉਦੋਂ ਤੱਕ ਵਾਪਸ ਨਾ ਜਾਓ ਜਦੋਂ ਤੱਕ ਲੱਛਣਾਂ ਵਿੱਚ ਖੁੱਟ ਘੰਟਿਆਂ ਤੋਂ ਵੱਧ ਸਮੇਂ ਤੋਂ ਸੁਧਾਰ ਨਹੀਂ ਹੁੰਦਾ। ਕਿਰਪਾ ਕਰਕੇ ਆਪਣੀ ਗੈਰਹਾਜ਼ਰੀ ਨੂੰ ਮੁਆਫ ਕਰਨ ਲਈ ਇਸ ਨੋਬਰ ਤੇ **(661) 855-8510** ਸੰਪਰਕ ਕਰੋ। ਜੇਕਰ ਤੁਹਾਡੀ ਕੋਈ ਅਜਿਹੀ ਡਾਕਟਰੀ ਸਥਿਤੀ ਹੈ ਜੋ ਇਹਨਾਂ ਵਿੱਚੋਂ ਕਿਸੇ ਵੀ ਲੱਛਣਾਂ ਦਾ ਕਾਰਨ ਬਣਦੀ ਹੈ ਅਤੇ ਤੁਹਾਨੂੰ ਅਗਲੇ ਕੁਝ ਦਿਨਾਂ ਵਿੱਚ ਗਰਿਮਵੇ ਸਕੂਲ ਤੱਕ ਪਹੁੰਚ ਦੀ ਲੋੜ ਹੈ, ਤਾਂ ਤੁਹਾਨੂੰ ਕਰਮਚਾਰੀ ਸਬੰਧਾਂ (Employee relations) ਨਾਲ ਸੰਪਰਕ ਕਰਨ ਦੀ ਲੋੜ ਹੋਵੇਗੀ, ਜਿਹੜੇ ਤੁਹਾਡੀ ਬੇਨਤੀ ਦਾ ਮੁਲਾਂਕਣ ਕਰਨਗੇ, ਅਤੇ ਜਿਸ ਲਈ ਤੁਹਾਨੂੰ ਡਾਕਟਰੀ ਕਲੀਅਰੈਂਸ ਦੀ ਲੋੜ ਹੋ ਸਕਦੀ ਹੈ।