

FLYNN

RESTAURANT GROUP



FULL TIME HANDBOOK

(AGM, RGM, Above Store)

JANUARY 2022



This team member handbook contains the employment policies and practices of BELL in effect at the time of publication. All previously issued handbooks are superseded. To the extent that the policies set forth in this handbook are inconsistent with any previously-issued policy statements or memoranda, this handbook controls. Bell American reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes will be communicated to employees prior to or at the time they take effect.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements can in any way alter the provisions of this handbooks.

Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

The handbook you are about to sign, as a new hire, is the current version. If/when updates are made you will be able to obtain the most up to date handbook at any time by clicking on the corresponding position handbook link below:

[Bell American Group – Part Time \(Team Member/Shift Lead\) Handbook](#)

[Bell American Group – Full Time \(AGM/RGM/Above\) Handbook](#)

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OUR HISTORY AND STRUCTURE



Greg Flynn, founded Flynn Restaurant Group (FRG) in 1999 with the acquisition of eight Applebee's in Washington State.

Since then, the company has grown at over 30% a year and has become the largest restaurant franchise and one of the 20 largest foodservice companies of any kind in the United States.

While the company's initial focus was growing within the Applebee's system, it has since added five other leading brands starting with Taco Bell in 2013, followed by Panera in 2015, Arby's in 2018, and most recently Pizza Hut and Wendy's in 2021.

Today, through its six wholly owned subsidiaries, Apple American, Bell American, Pan American, RB American, Hut American and Wend American, FRG owns over 440 Applebee's, 280 Taco Bells, 130 Panera cafes, 360 Arby's, 930 Pizza Huts and 190 Wendy's representing \$3.5 Billion in Sales and employing more than 73,000 people in 44 states.

Going forward the company plans to continue its aggressive growth by building and acquiring additional restaurants as well as opportunistically expanding into other brands and businesses.



Taco Bell was founded by Glen Bell, who first opened a hot dog stand called Bell's Drive-In in San Bernardino, California in 1946 when he was 23 years old. In 1950, he opened Bell's Hamburgers and Hot Dogs in San Bernardino's West Side barrio. According to Gustavo Arellano, author of Taco USA: How Mexican Food Conquered America, Bell watched long lines of customers at a Mexican restaurant called the Mitla Cafe, located across the street, which attracted a dedicated customer base for its hard-shelled tacos. Bell began eating there regularly, attempting to reverse-engineer the recipe, and eventually won the confidence of the proprietors such that they allowed him to see how the tacos and other foods were prepared. In late 1951 or early 1952, he took what he had learned and opened a new stand, this time selling tacos under the name of Taco-Tia.

Over the next few years Bell owned and operated several restaurants in southern California including four called El Taco. Bell sold the El Tacos to his partner and built the first Taco Bell in Downey in 1962. In 1962, he sold Taco-Tia. Kermit Becky, a former Los Angeles police officer, bought the first Taco Bell franchise from Glen Bell in 1964, and located it in Torrance. The company grew rapidly, and by 1967, the 100th restaurant opened at 400 South Brookhurst in Anaheim. In 1970, Taco Bell went public with 325 restaurants. In 1978, PepsiCo purchased Taco Bell from Glen Bell.

Taco Bell is now operated by Yum! Brands which was created on May 30, 1997, as Tricon Global Restaurants, Inc., an independent company resulting from the spin-out of PepsiCo's former fast food division. Today, there are over 6,500 Taco Bells in the United States and 16 foreign countries.



In December 2012, Flynn Restaurant Group, led by CEO Greg Flynn and CFO Lorin Cortina, acquired its first Yum! Restaurants by purchasing Southern Bells which had 76 units in Indiana, Illinois and Kentucky. At this time, Bell American Group was created. Eight months later in August of 2013, Bell American had their second acquisition bringing on an additional 65 restaurants located in Missouri and Illinois which formed the Bell Missouri market. In June of 2014, Bell American experienced another acquisition and purchased 31 restaurants in North Carolina, creating the Bell Carolina market. Two additional purchases in March 2015 added another 9 restaurants to the Bell Carolina group. In March 2016, the Bell Great Lakes market was created due to an acquisition in Wisconsin, Illinois, Indiana and Michigan. Then in July 2016, another 9 restaurants in northern Indiana were added to the Bell Missouri market.

Bell American now operates over 280 restaurants in 9 states. With our commitment to continued growth, Bell American is currently also developing new restaurants within its existing markets. Bell American Group is proud to empower their operations teams through a unique, scalable management structure that allows Market Coaches a large measure of local control so that they have the flexibility and autonomy to run their businesses as franchise owners.

Bell American Group is passionately committed to growth, quality, service, and to honoring the spirit of "Live Mas".



WELCOME!

We're happy that you have joined Bell American Group, the premier franchise group in the Taco Bell system. Along with your training, this handbook was written to answer the usual management team member questions you may have. If you ever have any questions regarding anything to do with your employment – benefits, payroll, training – please speak with your supervisor or Human Resources partner, for they know you are truly our most valuable asset.

Thanks for joining our team and good luck with your new job!

A handwritten signature in black ink, appearing to read "Greg Flynn".

Greg Flynn
Chairman & CEO

A handwritten signature in black ink, appearing to read "Mark Romano".

Mark Romano
Brand President

EMPLOYMENT AT WILL

Your employment with Bell American Group (“BA” or the “Company”) is at will. Just as you may quit your employment with us at any time for any reason, Bell American Group may terminate your employment at any time for any reason.

Our policies and procedures in this handbook aren’t intended to be all inclusive but rather to serve as a guideline. They are subject to change from time to time at the discretion of management. None of the policies, procedures or benefits contained in this handbook is intended to constitute a contract of employment. Only BA officers have any authority to enter into any agreement extending the employment of any employee for any specific period of time, or to make any promise or agreement contrary to the rules and policies of Bell American Group. Any such promise or agreement must be in writing signed by a BA officer.

EMPLOYMENT OF AUTHORIZED WORKERS

It is Bell American Group’s policy to comply with all federal and state laws governing the employment of authorized workers, including the Immigration and Reform Control Act of 1986 (IRCA) which requires employers to verify work eligibility of employees by: 1) examining their identification documents and 2) ensuring timely and correct completion of Form I-9.

The I-9 Form must be completed on or before the employee’s first day of work, and only after an offer of employment has been accepted. It may not be used as a screening tool for job applicants.

RGMs and above store Leaders are responsible for the correct completion of the I-9 Form, including a careful review of the original documents presented by the team member.

RGMs and above store Leaders will be held accountable for any issues/violations of the policy including those listed below:

- Failing to follow the I-9 Compliance Process, including timely completion and submission of the I-9 Form for auditing and SSN verification.
- Knowingly hiring individuals who are not authorized to work. This includes actual knowledge or acceptance of questionable, false or inaccurate documentation or ignoring reasonable information that the team member is unauthorized to work.
- Continuing to employ individuals who the manager is aware are working without legal authorization
- Allowing someone to work under another person’s identity
- Requiring I-9s to be completed by applicants before an offer of employment has been accepted
- Allowing individuals to change their identity or social security number. Any such requests should be immediately reported to Human Resources for further direction

Bell American Group does not hire, or knowingly continue to employ, individuals who do not have authorization to work in the United States. Bell American Group also does not continue to employ individuals who provided fraudulent documents or falsified the I-9 Form upon hire, even if the person has since become legally authorized to work.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to providing equal employment opportunities in the workplace. The Company does not discriminate on the basis of race, creed, color, national origin, gender, sexual orientation, gender identity or expression, religion, marital status, pregnancy (including childbirth or related medical conditions), military or veteran status, genetics, age, disability, or any other classification protected by federal, state or local law. This policy extends to all aspects of the employment relationship including application, hiring, compensation, training, transfer, promotion, demotion, termination or other terms, conditions, and privileges of employment.

WORKPLACE ACCOMMODATIONS

It is our policy and practice to ensure equal opportunity in employment for all qualified individuals with disabilities in accordance with the Americans with Disabilities Act and similar state or local laws. The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless doing so creates an undue hardship to the Company. The Company will also provide accommodation because of a religious belief in accordance with applicable laws. Contact Human Resources with any questions or to submit requests for accommodation.

NURSING MOTHERS: All team members are legally entitled to reasonable time and a private space in which to express breast milk. Restrooms and automobiles are not acceptable locations. The managers' office or another private area should be made available to such team members. If there is a camera in the office, it should be covered while the team member is using it for this purpose. This is the only time the camera should be covered in the managers' office.

OPEN DOOR POLICY

In any relationship, when a disagreement occurs or a problem arises, ignoring the problem can result in the situation getting worse, not better. At BA we want to encourage open communication so that we can resolve the problem or disagree as quickly and amicably as we can. To do this, we have developed an open-door policy that encourages you to talk with your supervisor to get your concern addressed quickly. There is an open-door poster in your communication area with the Area Coach, Market Leader and Human Resources contacts.

Option 1. Talk directly to your immediate supervisor. If you have a problem, first discuss it with your supervisor as soon as possible after the problem arises.

Option 2. Talk to a higher level of management. If you are not able to resolve the issue with your supervisor, or if you are not comfortable discussing the issue with your supervisor, you should take your concern to your Area Director and even the level of Director of Operations get the answers you need. Follow the chain of command as high as you need to go to resolve the problem.

Option 3. Talk with Human Resources. If you have tried the above steps and are not satisfied, or if you are not comfortable talking to management for any reason, you can contact your Human Resources Manager to get the help you need. This number is found on the Open Door posting in your restaurant.

Option 4. Talk with Support Center. Contact the Support Center Human Resources Department at 216.525.2775 or Employee Hotline at 800.837.3667, ext. 1300, and ask for help. Calls to the Support Center Human Resources Department can be made anonymously.

EMPLOYMENT POLICIES

RIGHT TO REVISE: This employee handbook contains the employment policies and practices of BELL in effect at the time of publication. All previously issued handbooks are superseded. To the extent that the policies set forth in this handbook are inconsistent with any previously-issued policy statements or memoranda, this handbook controls.

Bell American reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes will be communicated to employees prior to or at the time they take effect.

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VALUES & BELIEFS GOLD CARD

OUR VISION

To be the premier franchise group in the Taco Bell system, having the best people to do “**whatever it takes**” to deliver great products and excellent service in a clean and welcoming environment to every guest, each and every time.

GUIDING PRINCIPLES

We will never compromise our integrity. Our standard for ethical behavior must always meet this test. We will be comfortable seeing our actions, and the motives for them, published on social media.

CULTURAL VALUES

- Creating and keeping guests is the key to our livelihood and the foundation company growth.
- Team Members are our most valuable asset. They should be recognized for their hard work and contributions to the company’s growth. Performance is the only basis for reward. Successful Team Members openly express their opinions, concerns, and ideas, and successful managers listen.
- We will strive to have a positive impact on our communities.
- No Shortcuts: We get the tough stuff done with optimism, integrity and mastery. Our Success depends on the commitment of everyone to our standards.
- Profits provide possibilities and lead to the growth of our people and our company.

OUR PURPOSE

We Feed Peoples’ Lives with MAS. It’s why we are in business.
It’s how we make a difference in the world and ignite a life of passion and creativity with a twist.

OWN IT!

- Don’t accept mediocrity.
- Don’t make it somebody else’s problem.
- Ask: If not me, who; if not now, when?
- If it’s broken, fix it.
- If it’s dirty, clean it.
- If we’re short staffed, hire.
- Dare to be great.
- Enjoy a reputation for high standards.
- If something’s wrong, make it right.
- If something’s right, make it better.
- Catch people doing the right thing...then thank them.
- The best Team Members are nimble...they are energetic, happy and positive.
- Be the Mayor of your restaurant.
- Own Your Results!

MANAGER BENEFITS

MEALS: All Managers are eligible for one free meal for shifts lasting up to 8-hours (total retail value of each meal is \$10.00). Manager working a shift longer than 8 hours are eligible for up to two free meals per day (total retail value of each meal is \$10.00). Free drinks are available only to employees on duty. Managers must use the drink cup provided by BA and keep the cup in the designated break area. No cups are allowed in the work area, and cups must always have a lid.

VACATION: Review the separate vacation addendum in your onboarding documents.

Vacation payout at termination: Unless prohibited by state or local law, if the Company temporarily or permanently severs your employment from the Company (including but not limited to furlough, layoff, or termination), or if you voluntarily separate from the Company with less than two weeks' notice, you will not be paid for vacation days you have accrued but not yet taken. You cannot take remaining vacation time in lieu of your 2-week notice. You can not take remaining vacation time in lieu of your 2-week notice.

SICK TIME: Full time salaried team members and AGMs who are paid based upon 50 hours per week accrue 5 hours of sick time a month (2.31 hours per pay period). Full time salaried team members and AGMs who are paid based upon 40 hours per week accrue 4 hours of sick time a month (1.84 hours per pay period).

Sick time is to be used only in the event of illness. Unless otherwise provided by state or local law, employees may use paid sick leave only for those hours for which the employee is scheduled to work. Any unused sick time is forfeited as of December 31st of each year and does not carry over to the next calendar year. Full time salaried team members and AGMs will not be compensated for unused sick time. Unused sick time will not be paid out upon termination of employment.

ILLINOIS ONLY – EMPLOYEE EARNED SICK LEAVE: Employees are entitled to use up to one half of their annual personal sick leave for absences due to the illness, injury, medical appointment, or personal care of covered family members, including the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, and stepparent.

MICHIGAN ONLY - PAID SICK LEAVE: Effective March 29, 2019, non-exempt employees who work in Michigan an average of at least 25 hours per week are entitled to paid sick leave. The policy may be modified at any time to ensure compliance with applicable law.

Accrual of Paid Sick Leave: Eligible employees will accrue paid sick leave at a rate of one hour for every 35 hours worked, up to a maximum of 40 hours per year.

Uses of Paid Sick Leave

Employees may use accrued sick time after 90 calendar days from the start of employment. Employees may use the paid sick leave for any of the following reasons:

1. The diagnosis, care or treatment of the employee's or family member's mental or physical illness, injury, or health condition;
2. To obtain medical care, psychological or other counseling for physical or psychological injury or disability caused by domestic violence of sexual assault; to relocate due to domestic violence or sexual assault; to obtain legal services related to domestic violence or sexual assault; or to participate in any civil or criminal proceedings related to domestic violence or sexual assault;
3. Closure of primary workplace due to a public health emergency; or to care for a child whose school or place of care has been closed due to a public health emergency; or
4. To care for the employee or employee's family member who has been exposed to a communicable disease.

For purposes of this policy, "family member" includes:

- A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis;
- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of the employee or the employee's spouse or an individual who stood in loco parentis when the employee was a minor child;
- An individual to whom the employee is legally married under the laws of any state;
- A grandparent or grandchild; and
- A biological, foster, or adopted sibling

Notice: Employees must give reasonable notice of the need for paid sick leave as follows:

- If the need is foreseeable (i.e. doctor's appointment), employees must provide at least 10 days' notice, or as early as practicable, in advance of the use of paid sick leave.

- If the need is unforeseeable, as in the case of an emergency, then notice should be provided as soon as possible under the circumstances.

Paid sick leave may be used in 2-hour increments and may be used concurrently with approved leave under the Family Medical Leave Act.

Unless otherwise provided by state or local law, employees may use paid sick leave only for those hours for which the employee is scheduled to work.

Documentation: For absences exceeding three (3) consecutive days, employees may be required to provide documentation supporting the need for paid sick leave under this policy, to the extent permitted by applicable law. Any health information or information pertaining to domestic violence or sexual assault will remain confidential, and the Company will not disclose any such information except to the affected eligible employee or with the permission of the affected eligible employee.

Payment of Sick Leave: Sick leave under this policy is paid at the employee's normal rate of pay.

Carry Over and Payout at Termination: Accrued but unused paid sick leave may be carried over from year to year up to a maximum of 40 hours. Accrued but unused paid sick leave is not paid out at termination.

COOK COUNTY, ILLINOIS ONLY - PAID SICK LEAVE: Employees who work in Cook County, Illinois for at least two hours in any two-week period, are entitled to paid sick leave. The policy may be modified at any time to ensure compliance with applicable law.

Accrual of Paid Sick Leave: Employees earn one hour of paid sick leave for every 40 hours worked, and up to 40 hours in a 12-month period. Paid sick leave begins to accrue on the first calendar day after starting employment. Employees can use up to 40 hours of paid sick leave in their first year of employment, and up to 60 hours in subsequent years of employment.

Uses of Paid Sick Leave

Employees may use accrued sick leave after 180 calendar days from the start of employment. Employees may use the paid sick leave for absences caused by:

- The employee or a family member is ill or injured, or for the purpose of the employee or family member receiving medical care, treatment, diagnosis, or preventative medical care.
- The employee or a family member is the victim of domestic violence, sexual violence, or stalking.
- The employee's place of business is closed by order of a public official due to a public health emergency, or he or she needs to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, as defined by a Federal, State or Local Government, including a school district.

Unless the municipality in which a restaurant is located has opted out, Cook County Earned Sick Leave is available to employees to care for themselves or a covered family member after 180 days of employment if they work at least 80 hours within any 120-day period.

Covered family members under Chicago Paid Sick Leave are the employee's child, legal guardian or ward, spouse, domestic partner, parent, parents-in-law, sibling, grandparent, grandchild or any individual related by blood or whose close association is the equivalent of a family relationship.

Paid sick leave may be used in one-hour increments.

Notice: Employees must give reasonable notice of the need for paid sick leave as follows:

- If the need is foreseeable (i.e. doctor's appointment), employees must provide at least 10 days' notice, or as early as practicable, in advance of the use of paid sick leave.
- If the need is unforeseeable, as in the case of an emergency, then notice should be provided as soon as possible under the circumstances.

Unless otherwise provided by state or local law, employees may use paid sick leave only for those hours for which the employee is scheduled to work.

Documentation: For absences exceeding three (3) consecutive days, employees may be required to provide documentation supporting the need for paid sick leave under this policy.

Payment of Sick Leave: Sick leave under this policy is paid at the employee's normal rate of pay.

Carry Over and Payout at Termination: Employees are allowed to carry over to the following 12-month period half of any unused accrued Paid Sick Leave, up to a maximum of 20 hours. Employees are allowed to carry over up to 40 hours of accrued unused Paid Sick Leave to use exclusively for FMLA eligible purposes. Accrued but unused paid sick leave is not paid out at termination.

CHICAGO ONLY – PAID SICK LEAVE: available to employees to care for themselves or a covered family member after 180 days of employment if they work at least 80 hours within any 120-day period. Covered family members under Chicago Paid Sick Leave are the employee’s child, legal guardian or ward, godchild, spouse, domestic partner, parent, parents-in-law, godparent, sibling, grandparent, grandchild or any individual related by blood or whose close association is the equivalent of a family relationship.

Employees earn one hour of paid sick leave for every 40 hours worked, and up to 40 hours in a 12-month period. Paid sick leave begins to accrue on the first calendar day after starting employment. Employees can use up to 40 hours of paid sick leave in their first year of employment, and up to 60 hours in subsequent years of employment. Employees are allowed to carry over to the following 12-month period half of any unused accrued Paid Sick Leave, up to a maximum of 20 hours. Employees are allowed to carry over up to 40 hours of accrued unused Paid Sick Leave to use exclusively for FMLA eligible purposes. Accrued leave is forfeited upon separation of employment.

Chicago Paid Sick Leave can be used for the following reasons:

- FMLA eligible purposes
- The employee or a covered family member is ill or injured, or for the purpose of the employee or family member receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance abuse disorders
- The employee or a covered family member is the victim of domestic violence or a sex offense (stalking, aggravated stalking, cyber stalking)
- The employee’s place of business is closed by order of a public official due to a public health emergency
- The employee needs to care for a family member whose school, class, or place of care has been closed due to a public health emergency
- An employee obeys an order issued by the mayor, the governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the employee: to stay at home to minimize the transmission of a communicable disease, to remain at home while experiencing symptoms or sick with a communicable disease, to obey a quarantine order issued to the employee, or to obey an isolation order issued to the employee

BEREAVEMENT TIME: RGMs and AGMs are eligible for up to 3 days of paid bereavement leave due to a death in their immediate family. Immediate family is defined as parents, children, spouse, brother, sister, grandparent, and all corresponding in-law and /or step relations. A manager needing bereavement leave should notify his or her supervisor immediately.

HOLIDAYS: All Bell American restaurants are closed on Thanksgiving and Christmas Day. These holidays are paid holidays for AGM, RGM and above store level team members, Service Technicians and office staff. This includes managers in training.

JURY / WITNESS DUTY: BA considers jury duty a civic responsibility and will make arrangements for a team member to be absent from work to serve on a jury or as a witness in a court case. Managers requiring such leave must inform their RGM (or for RGMs, the Area Coach) and provide a copy of the summons, juror service certificate, or other proof of service. The method of compensation will be the regular wages minus the amount compensated by the Court System for a maximum of five days. All team members must provide documentation for days served on a jury.

HEALTH & WELFARE BENEFITS: All full-time position team members are eligible to enroll in medical, dental, and vision coverage plus voluntary benefit options within 30 days of their hire date. Team members should complete their online enrollment via the benefits enrollment site – www.MyWorkplace.net. If you do not complete your initial enrollment within 30 days of your hire date, you will need to wait until the annual open enrollment period, held in the fall with coverage effective on January 1. If you experience a qualifying life event change, you may be able to update your benefits during the year. Review the information available on the benefits enrollment site and if eligible, process your change request online and upload or submit supporting documentation within 30 days of the life event. If you do not process your life event change timely, you will need to wait until the next open enrollment period to process the change. For questions regarding your benefits, please contact the Benefits Team via email at benefits@flynnrg.com.

401(k) RETIREMENT PLAN: Planning for the future is an important decision, which is why you should take advantage of the Flynn Restaurant Group 401(k) Retirement Plan administered by Principal. Team members who are at least 21 years of age are eligible to participate in the 401(k) Plan at any time. Team members may defer either pre-tax or post-tax dollars each pay period up to the annual contribution limit set by the IRS. Team members aged 50 and older are eligible to make additional catch-up contributions each year.

Following one year of continuous service, participating team members are eligible for discretionary employer matching funds which are deposited quarterly. Currently, we match \$.50 on the dollar up to 3% of eligible compensation. You are always 100% vested in your personal contributions to the plan and the discretionary employer matching contributions will vest on the following schedule:

Years of Service	1	2	3	4	5
% Vested	20%	40%	60%	80%	100%

FAMILY FUND: The Flynn Restaurant Group Family Fund has been created to provide financial assistance to team members who find themselves in a financial crisis, brought on by a catastrophic life event. As a direct team member of Bell American Group, you may apply to the fund in times of crisis. All requests are confidential, and anyone can contribute to the fund through an ongoing payroll deduction. There is a \$0.50 minimum amount required. Every single donation goes completely to help a fellow team member, and every single donation makes a difference. Thanks to the generosity of you and your coworkers, you can know that in times of trouble, you are not alone.

LEAVE OF ABSENCE

EMPLOYEE RESPONSIBILITIES WHEN REQUESTING A LEAVE: If the need for leave is foreseeable, the employee must give the company at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must provide notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances).

REQUESTS FOR A LEAVE SHOULD BE SUBMITTED VIA FLYNN PEOPLE PORTAL (FPP): When submitting a request for leave, the employee must provide sufficient information for the company to determine which federal, state, local, or company leave entitlements may apply. Employees should provide information on the anticipated leave start date, the leave duration, and if the leave is for the employees' health or to care for another family member. Calling in "sick" is not sufficient. Employees will also be required to provide certification and periodic recertification supporting the need for leave (see below).

If the need for leave is not foreseeable, employees are required to provide as much notice as soon as practicable. An employee requiring unforeseeable leave must, absent extraordinary circumstances, call his or her direct supervisor and local Human Resources Manager and provide sufficient information regarding the employee's need for leave. It generally should be practicable for the employee to provide notice of leave within one business day. For an absence of five (5) or more days related to a personal health condition or care for a family member, the local Human Resources Manager will submit a leave request on the employee's behalf.

MEDICAL CERTIFICATION: If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Following submission of the leave request in FPP and review by the local Human Resources Manager, a Benefits Coordinator will provide you the required medical certification forms and clear instructions on when the completed forms are due back to the company. If the employee provides at least 30 days' notice of medical leave, they should also provide the medical certification before leave begins.

Failure to provide requested medical certification on time may result in denial of leave until it is provided. At its expense, FRG may require an examination by a second healthcare provider designated by FRG if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, FRG, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

FRG may require subsequent medical recertification. Failure to provide requested certification timely, except in extraordinary circumstances, may delay or deny the leave. FRG requires a fitness-for-duty certificate be presented for review at least 48-hours before returning to work or as needed.

FAMILY AND MEDICAL LEAVE ACT (FMLA) - LEAVE OF ABSENCE: Under the federal Family & Medical Leave Act, FRG provides eligible employees with unpaid, job-protected leave. There are two types of leave available: the basic 12-week leave entitlement (Basic FMLA Leave), and the military family leave entitlements (Military Family Leave) described in this policy.

ELIGIBILITY: Employees are eligible for FMLA leave if they:

1. Have worked for the company for at least 12 months; and
2. Have worked at least 1,250 hours for the company during the 12 calendar months immediately preceding the leave request.

The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted unless the employee's active duty with the National Guard or reserve caused the break in service. Please review the Employee Rights and Responsibilities Under the Family and Medical Leave Act notice found at the end of this handbook. Employees with any questions about their FMLA leave eligibility should contact their local Human Resources Manager or email Benefits@FlynnRG.com for more information.

BASIC FMLA LEAVE: Employees who meet the eligibility requirements described above and provide the required documentation are eligible to take up to 12 weeks of unpaid leave during the 12 months rolling forward from the leave start date for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical or childbirth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform the essential functions of their position.

MARRIED COUPLES: In cases where the same location employs a married couple, the two spouses together may take a combined total of 12 weeks' leave during any 12 months for reasons 1 and 2 or to care for the same individual under reason 3.

MILITARY FAMILY LEAVE: There are two types of Military Family Leave available.

1. Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves to support a contingency operation.

Qualifying exigencies may include:

- Short-notice deployment (up to 7 days of leave)
- Attending certain military events
- Arranging for alternative childcare
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to 5 days of leave)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by FRG and the employee

2. Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform their duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform their duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

When both spouses work for the same employer, each spouse's aggregate amount of leave to care for a covered service member is 26 weeks in a single 12-month period.

INTERMITTENT AND REDUCED-SCHEDULE LEAVE: Leave because of the employee's serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment to not unduly disrupt the employer's operations. While an employee is on intermittent or reduced schedule leave, FRG may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth or care for a child placed with the employee for foster care or adoption.

PAY, BENEFITS, AND PROTECTIONS DURING FMLA LEAVE

LEAVE IS UNPAID: Family and Medical Leave is unpaid (although some employees may be eligible for short- or long-term disability payments or workers' compensation benefits under those plans) if leave is taken because of an employee's serious health condition.

SUBSTITUTION OF PAID TIME OFF FOR UNPAID LEAVE: Employees eligible for Short-Term Disability benefits may use up to 5 days of paid time off to satisfy the plan waiting period. Employees not enrolled in the Short-Term Disability Plan or eligible for state-provided disability benefits may use available paid time off while out on an approved leave, in accordance with applicable federal and state laws. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period under FMLA.

BENEFIT PAYMENTS: During an approved Family and Medical Leave, FRG will maintain the employee's health benefits (if any) as if the employee continued to be actively employed if timely payments (of the employee's portion of health benefits) are made throughout the leave. Employees have 30 days from the start of their leave to submit the first monthly payment and should continue sending payments each month after that until they return to active working status. If payment is not received, Benefits will provide a 15-day payment reminder email, and if payment is still not received timely, process cancellation for non-payment as allowed by state law. Please note that cancellation for non-payment does not qualify for COBRA continuation or policy portability. Your next opportunity to gain benefit coverage under FRG will be during the annual open enrollment period. You may view the [policy](#) document on the benefits mobile wallet site, found under the Leave of Absence, then Benefit Payment tiles.

RETURN TO JOB AT END OF FMLA LEAVE: Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, in accordance with applicable federal and state law..

TRANSITION TO ANOTHER LEAVE: Following the end of the 12-week FMLA period, Benefits will transition your leave to another eligible leave type or refer the leave back to your local Human Resources Manager for ongoing review of reasonable accommodations to support your absence.

LEAVES AVAILABLE IN YOUR STATE

Illinois

- Military Family Leave: Eligible employees may take up to 30 days of unpaid leave to spend time with a spouse or child while that person's federal or state deployment orders are in effect.
- Domestic Violence Leave: An employee who is a victim of domestic or sexual violence, or has a family or household member who is a victim of domestic or sexual violence, may take up to 12 weeks of unpaid leave during any 12-month period to address domestic or sexual violence by seeking medical attention, obtaining services from a victim services organization, obtaining psychological or other counseling, participating in safety planning, or seeking legal assistance.
- Small Necessities Leave: Employees may be eligible for unpaid leave of up to 8 hours during any school year--no more than 4 hours of which may be taken on any given day--to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours.
- Pregnancy Accommodations Law: If you are pregnant, recovering from childbirth or have a medical or common condition related to pregnancy you may request a reasonable accommodation.

Indiana

- Military Family Leave: Eligible employees may take up to 10 days of unpaid leave to spend time with a spouse, parent, guardian or custodian, grandparent, brother, sister or adopted brother or sister who is serving in the military.

Note that the foregoing are summaries only and other conditions may apply. For specific and detailed information about these leaves of absence, contact Human Resources.

OTHER AVAILABLE LEAVE TYPES

MEDICAL NON-FMLA LEAVE: Employees with a personal health condition leave need not qualifying for Family & Medical Leave Act (FMLA) benefits may be eligible for a non-job and benefit protected leave classified as Non-FMLA and must follow the notification and medical certification listed above. The approved Non-FMLA duration is based on the supporting medical certification and the company's ability to support your absence.

MILITARY-RELATED LEAVE: FRG grants leave for uniformed service in compliance with all applicable federal and state laws. With exceptions and limitations, employees are entitled to reemployment and certain other benefits with FRG during military service and upon completion of military service following applicable federal and state law.

Any employee who needs time off for uniformed service is to notify their local Human Resources Manager immediately or call the Employee Hotline (800-837-3667, ext. 1300) for details regarding the leave. If an employee cannot provide notice before leaving for uniformed service, then a family member should notify their supervisor as soon as possible.

MILITARY SPOUSE LEAVE: Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard, or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. Employees must request this leave in writing to their Manager or General Manager within two business days of receiving official notice that their spouse will be on leave. Employees requesting this

leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

PAY, BENEFITS, AND PROTECTIONS DURING STATE AND OTHER LEAVE TYPES

LEAVE IS UNPAID: Leave is unpaid (although some employees may be eligible for Short- or Long-Term Disability payments or workers' compensation benefits under those plans) if leave is taken because of an employee's serious health condition.

SUBSTITUTION OF PAID TIME OFF FOR UNPAID LEAVE: Employees eligible for Short-Term Disability benefits may use up to 5 days of paid time off to satisfy the plan waiting period. Employees not enrolled in the Short-Term Disability Plan or eligible for state-provided disability benefits may use available paid time off while out on an approved leave.

BENEFIT PAYMENTS: During an approved Non-FMLA, Military Related Leave or Military Spouse Leave, FRG will maintain the employee's health benefits (if any) as if the employee continued to be actively employed if timely payments are made throughout the leave. Employees have up to 30 days from the start of their leave to submit the first monthly payment and should continue sending payments each month after that until they return to active working status. If payment is not received, cancellation for non-payment will be processed as allowed by state law. Please note that cancellation for non-payment does not qualify for COBRA continuation or policy portability. Your next opportunity to gain benefit coverage under FRG will be during the annual open enrollment period. Benefit continuation under any leave will not exceed 12 months. You may view the [policy](#) document on the benefits mobile wallet site, found under the Leave of Absence, then Benefit Payment tiles.

STUDENT AND PERSONAL LEAVE OF ABSENCE

Team members who have worked for BA for at least 3 months may be eligible for student and/or personal leave at the discretion of the Market Coach/Director of Operations/Human Resources. Student and personal leaves are not granted for engaging in employment outside of Bell American Group and/or pursuing an independent business venture.

A maximum of one personal leave will be granted each rolling twelve-month period. Intermittent leave under Personal Leave is not permitted.

Requesting a Student or Personal Leave: Requests for student and/or personal Leave should be submitted to the team member's manager and Human Resources. The team member is expected to provide at least 30 days' notice when requesting leave. When a team member becomes aware of a need for leave fewer than 30 days in advance, the team member must provide notice of the need for leave as soon as reasonably practicable. For Student Leave - The team member will need to provide a copy of their school schedule at the time of the request.

Pay Status while on Student or Personal Leave: A team member who is taking student or personal leave must use all accrued vacation time prior to being placed in an unpaid leave status. While on unpaid, non-FMLA leave status, employees do not earn sick, vacation or holiday pay.

Job Restoration after Student or Personal Leave: Team members who take a student or personal leave do not have job restoration rights. However, BA will attempt to reinstate the team member to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return before or at the end of the approved leave period.

Failure to Return from Student or Personal Leave: A team member who fails to return to work as scheduled after leave may be subject to dismissal from employment.

Team Member Benefits while on Leave: During an approved Student or Personal leave, BA will maintain the team member's health benefits (if any) as if the team member continued to be actively employed if timely payments are made throughout the leave. Employees have up to 30 days from the start of their leave to submit the first monthly payment and should continue sending payments each month after that until they return to active working status. If payment is not received, cancellation for non-payment will be processed as allowed by state law. Please note that cancellation for non-payment does not qualify for COBRA continuation or policy portability. Your next opportunity to gain benefit coverage under BAG will be during the annual open enrollment period. Benefit continuation under any leave will not exceed 12 months. You may view the [policy](#) document on the benefits mobile wallet site, found under the Leave of Absence, then Benefit Payment tiles.

TIMEKEEPING POLICIES

ATTENDANCE AND PUNCTUALITY: Showing up to work as scheduled is crucial for all team members. All hourly team members must “clock in” at the beginning of your schedule and “clock out” at the end of your schedule. Salaried RGMs clock-ins and outs are used for scheduling purposes and performance measurement only and do not affect your status as a salaried team member. RGMs and AGMs are expected to work 50 hours per week (based on location). Any deviation to the number of hours worked must be reported to your direct supervisor.

In case of an illness, you must call your manager at least two hours before the start of your shift. Text messaging is not an approved method of calling off for your shift. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment. Any changes in your pre-approved schedule must be approved by your manager.

WORKWEEK AND HOURS OF OPERATION: Workweeks begin each Wednesday at 4:00 AM. The hours of a store’s operation are determined by customer patterns at that location.

TIMEKEEPING: All hourly team members must “clock in” at the beginning of their schedule and “clock out” at the end of their schedule. Salaried RGMs are required to clock in and out used for scheduling purposes and performance measurement only and do not affect your status as a salaried team member. RGMs and AGMs are expected to work 50 hours per week (based on location). Any deviation to the number of hours worked must be reported to your direct supervisor.

At no time should an hourly team member perform any work while not on the clock. If you are asked to work off the clock, please immediately contact Human Resources.

Repeatedly forgetting to clock in or out will result in disciplinary action up to and including termination. Team members are not allowed to clock in or out for other team members, except that a manager can clock team members in/out with the team member’s written consent.

Hourly team member cannot clock in prior to the start of a shift or after the shift is completed without manager approval. Time clock records are required by state and federal law – if we discover a team member has manipulated a clock record, that team member will be subject to discipline, up to and including termination.

Overrides cannot be performed to eliminate overtime, whether by changing lunch periods, deleting the overtime and paying it at the straight time equivalent on another day, or by allowing time off and paying the equivalent time on a different day or week. Committing any of the foregoing actions will result in discipline up to and including termination. If a change is made to a team member’s time punches, the manager doing the edit is required to indicate the day and time changed on the Time Edit Log. The team member is also required to sign indicating they were aware of this change.

Overrides to the payroll reporting system should be done only when absolutely necessary and for legitimate reasons. Changing the time that a team member actually works is a violation of federal wage and hour laws.

Employees are responsible for ensuring the accuracy of their time records. Employees must report any errors on their time records, unpaid breaks, or any other issues with time keeping, to the Area Coach, Human Resources Field Manager, or contact the Employee Hotline.

OVERTIME: Team members may be required to work overtime as necessary. Hourly team members will be compensated at one and a half times the team member’s regular rate for hours worked in excess of 40 hours in a workweek.

Only actual hours worked in a given workday or workweek can apply in calculating overtime. All overtime work must be previously authorized by a manager. Failure to obtain prior approval to work overtime hours may result in discipline up to and including termination. Failure to report overtime hours is against the law and will result in disciplinary action up to and including termination.

SCHEDULES: Schedules are to be posted on the Thursday prior to the new work week on Wednesday. RGMs are required to approve time-off requests and prepare and post a work schedule every week. All team members are to submit time-off requests at least two weeks prior to the posting of that schedule. Team members are not guaranteed any particular schedule or number of hours per week. BA management reserves the right to schedule team members in a way deemed appropriate for business needs.

RGMs are required to forward a copy of the staff schedule to the Area Coach.

AGMs, RGMs and above store leaders are expected to work approximately 50 hours per week depending on location following the 11 point schedule program outlined.

- Each shift is assigned a point value between 1 and 3.

- Mid shifts and closing shifts typically carry the highest point value.
- The RGM schedule should add up to at least 11 points for the week.
- Points cannot be banked and carried over to the next week.
- Any exceptions must be pre-approved by your Area Coach.
- Mid shifts are defined as 10:00am –8:00pm or 11:00am to 9:00pm.
- For any day part underperforming, the Area Coach has the discretion to determine the RGM’s schedule.
- RGM must close Tuesday or open Wednesday. RGM must close the Tuesday of period end.

11 Point Schedule – Taco Bell

	Wed	Thur	Fri	Sat	Sun	Mon	Tue
Not Before 8:30 a.m.	1	1	1	2	2	1	1
Mid	2	3	3	3	3	2	2
Close	3	3	3	3	3	3	3

11 Point Schedule – KFC

	Wed	Thur	Fri	Sat	Sun	Mon	Tue
Open	1	1	1	1	3	1	1
Mid	3	3	3	3	3	2	2
Close	2	2	3	3	2	2	2

Exceptions

- Any changes or exceptions to the schedule must be approved by your Area Coach.
- Area Coaches have the right to modify this policy if any aspect of the store’s performance requires it.

MEAL AND REST BREAKS: State specifics below.

- **ILLINOIS:** Employees who work 7 1/2 continuous hours or more will be permitted to take an unpaid meal period of at least twenty (20) minutes no later than five (5) hours after the employee begins work.
- **KENTUCKY:** Employees will be granted an unpaid lunch break of 30 minutes between the third and fifth hours of their scheduled shifts. Employees will receive a paid rest period of ten (10) minutes duration during for every four (4) hours worked. Minors under the age of 18 are given at least one 30-minute unpaid meal break for every five hours worked. Minors also received 10 minutes of paid break time for every four (4) hours worked (same as adults).

It is the employee’s responsibility to accurately report all hours worked and review any inaccuracies with time punches and meal and rest periods. It is also the employee’s responsibility to immediately report any missed meal and rest periods. Employees can report missed rest breaks in Employee Self Service (ESS) by using the Report Missed Rest Period form. Managers are prohibited from asking or encouraging employees to work through their meal and/or rest periods. If for any reason you are not permitted to take a meal period or rest break, or if you are interrupted during a meal period or rest break with a work obligation, you must immediately report the issue to your supervisor. If you feel uncomfortable speaking with your supervisor, immediately report the issue to your Human Resources Manager or call the support center employee hotline at 800-837-3667, ext. 1300.

MEETINGS: It is required that Managers attend each quarterly meeting as well as all area meetings held by the Area Coach. These meetings provide information necessary to run a successful restaurant. Attendance is mandatory, and any absences from the meetings must be approved by the Area Coach. Hourly managers will be paid for drive time in excess of their normal commute time to work.

PAY POLICIES

PAYDAYS: Payday is every other Tuesday. The payroll period is two weeks (14 days) long. If you have any questions on how your hours, including how overtime, is calculated, please talk with your manager or the Support Center Payroll Department at 800.837.3667, ext. 1300

FINAL PAY: Upon termination of employment, the team member’s final pay will be available on the next regular payday unless otherwise required by law. All BA property (keys, equipment, uniforms, etc.) must be returned at either the end of the team member’s last day of work or before the last day in the pay period.

MILEAGE ALLOWANCES: The amount reimbursed per mile for all authorized company travels will be determined by BA. Mileage allowances will be paid only for authorized company travel over 50 miles round trip.

PAYROLL DEDUCTIONS: The following list represents deductions you may notice on your paycheck /direct deposit stub:

TAXES**

- Federal Income Tax
- State Income Tax
- City/Local Income Tax
- Social Security (FICA) Tax
- Federal Medicare Tax
- Other Items Authorized by Employee

In accordance with state laws, BA may initiate credit entries and if necessary, debit entries and adjustments for any credit entries made in error to your depository account and/or Skylight Pay Card.

PAYROLL DEPOSIT / PAY CARD: Upon hire, team members will select their preferred method of payment: direct deposit or pay card with a check-writing feature. Paper checks are not an option unless required by state law. If direct deposit is chosen, you must provide a copy of a voided check or direct deposit authorization form from your bank. Please review your pay stub carefully. If you believe an error has been made, it is your responsibility to notify your manager. Any overpayment made to you by the company or on the company's behalf must be reported to your manager immediately.

WAGE DISCUSSIONS: The Company will not discharge, discipline or in any manner discriminate or retaliate against an employee for (1) disclosing the employee's own wages, (2) discussing the wages of others; (3) inquiring about another employee's wages; or (4) assisting others in exercising their rights under this policy. These rights are protected by the National Labor Relations Act. The Company also will not ask you to sign any agreement to keep your wage information secret. The Company allows but does not require, employees to disclose the employee's wage information. If asked by another employee, you are not obligated to share your wage information if you do not wish to do so. If you have any concerns regarding your wages or this policy, please reach out to your management team or call HR at 800-837-3667, ext. 1300.

EXPENSE REIMBURSEMENT: Bell American Group reimburses employees for necessary and reasonable business-related expenses in accordance with applicable federal and state law. Employees seeking expense reimbursement in accordance with policy, must do so through their respective ESS portal or directly with their supervisor. Please submit receipts and other supporting documentation along with your reimbursement request. To avoid any unnecessary delay in reimbursements, requests must be submitted within 30 days of incurring the expense, along with detailed information regarding the nature of the expense and all supporting documentation. If you have any questions on this process, please contact your General Manager, Area Director/Coach, and/or Human Resources Manager.

GARNISHMENTS / MANDATORY HEALTH ORDERS: BA will comply with all court orders to withhold money from team member paychecks and execute mandatory health orders. Garnishment orders are processed by the Support Center Payroll department. Health orders are processed by HR. Any questions about your garnishment or mandatory health order should be directed to the appropriate department at 800.837.3667.

W-2 FORMS: You will receive your W-2 electronically at the end of each year. You will be provided with directions on how to access that electronic form close to the time of W-2 distribution, along with a deadline for making changes or withdrawing consent. Requesting a paper copy does not constitute withdrawing consent to future electronic versions.

You will receive a paper version via regular mail if:

- You have not given consent to being provided an electronic W-2 at the time of hire.
- You have withdrawn your consent to an electronic W-2 via Flynn People Portal (FPP).
- You have failed to furnish an updated email address via Flynn People Portal (FPP).

Withdrawing consent will only apply to the W-2 in the current year and future years and does not apply to previously issued W-2 forms. The FPP system contains additional information regarding electronic W-2 forms. Please review it carefully.

GENERAL INFORMATION

EXTERNAL INQUIRIES AND COMMUNICATIONS: Only members of BA's Senior Executive Team may make representations on behalf of the Company to the media, investment community or government agencies. As a member of the Bell American team, it's possible that people, news media, competitors and financial analysts outside the company may contact you to discuss our business or products. If you receive any inquiries of this nature, politely decline to comment and refer the inquirer to your direct supervisor. It's very important that you comply with these procedures. Photos may be taken in restaurants only with permission from the Public Relations and Media Relations Manager, or a designated representative. If you see any person taking photographs in your work

area, you should call the Support Center or your supervisor immediately.

AUTHORIZED PERSONNEL: Only authorized personnel are allowed anywhere in the “back of the house” of the restaurants. Authorized personnel include: BA team members with valid identification, in uniform, and on the schedule; an authorized representative of Bell American; an authorized city official with valid ID; or an authorized vendor. Under no circumstances are team members allowed to bring their children behind the front counter or anywhere in the “back of the house” of any restaurant. Team members are not permitted to leave any child under the age of 18 unattended anywhere on the premises while the team member is working.

SERVICE ANIMALS: The ADA defines a service animal as any dog or miniature horse, that is individually trained to perform tasks for the benefit of an individual with a disability. If they meet this definition, dogs and miniature horses are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government.

- What must I do when an individual with a service animal comes to my restaurant? The service animal must be permitted to accompany the individual with a disability to all areas of the facility where customers are normally allowed to go (dining room, bathroom, etc.). An individual with a service animal may not be segregated from other customers.
- May I ask to see a license or certification of the service animal? Although several states have programs to certify service animals, **you may not ask for documentation** or insist on proof of state certification before permitting the service animal to accompany the person with a disability.
- How can I tell if an animal is really a service animal and not just a pet? If it is readily apparent that an animal is a service animal, there should be no inquiry. Where it is not clear whether the animal is a service animal, you may not ask about the nature or extent of a person’s disability, but you may make two inquiries to determine whether an animal qualifies as a service animal.
 - Ask if the animal is required because of a disability and
 - Ask what work or task the animal has been trained to perform.
- When may I ask an individual with a disability to remove a service animal from the premises? If, (i) The animal is out of control or not housebroken, and the animal’s handler does not take effective action to control it; or (ii) the animal poses a direct threat to the health or safety of others.
- Does the disabled person have to leave with the animal? No. Even when asking that the animal be removed, you must ask the person if they would like to stay/return to finish their meal, etc.

If you have questions about this or any other topics, talk to your manager or Human Resources.

PARKING: Please reserve the parking spaces closest to the main entrance for our customers. During daylight hours, team members are to park in the rear of the parking lot. After dark, closing team members may move their vehicles before the lobby closes to parking spaces near the main entrance. During late-night hours (10:00 PM to close), team members should park near the door that will be used to exit at the end of the shift.

CLOSING OF A RESTAURANT: Only the Brand President or the Sr. Vice President has the authority to make the decision to open late or close a restaurant early. Extremely harsh weather or other uncontrollable conditions may require the closing of a restaurant. Company policy dictates that hourly team members are to be paid only for hours worked.

BACKGROUND CHECKS: In accordance with local, state, and federal law, background checks are required for all managerial positions. Subject to applicable state and federal laws, offers of employment will be conditional on passing background checks. Any discrepancies discovered during the background check process will be disclosed to the applicant, in accordance with the Federal Credit Reporting Act (“FCRA”) and parallel state law. Only the Senior Vice President (SVP) may override any decision to disqualify a managerial applicant based on partial or full information contained in a background check.

DISPUTE RESOLUTION PROGRAM: Included in this handbook is our complete Dispute Resolution Program booklet that explains our formal Dispute Resolution Program in detail and provides clear description of what is covered under the program.

NAMES AND ADDRESSES: BA is required by law to keep current all team members’ names and addresses. Team members are responsible for notifying BA in the event of a name or address change by updating their personal information in the SAP Employee Self Service (ESS) page. Team members should also enter any changes in phone number, marital status, number of dependents or emergency contact.

PERFORMANCE FEEDBACK: AGMs and RGMs will receive an annual performance evaluation with the potential for a merit increase. The performance evaluation will be prepared and conducted by the Area Coach with the Market President/Director of Operation’s approval.

Area Coaches will receive a performance evaluation with the potential for a merit increase annually. The performance evaluation will be prepared and conducted by the Market President/Director of Operations.

Market Presidents/Directors of Operations will receive a performance evaluation with the potential for a merit increase annually. The Vice President of Operations will prepare and conduct these evaluations.

MANAGEMENT PERFORMANCE MEASUREMENTS

- **OSAT (Overall Satisfaction):** OSAT checks are evaluations of the store's operation from a customer perspective. The minimum target score for Overall Satisfaction surveys (OSAT) is 70%.
- **CORE/ROCC:** CORE/ROCC is a coaching tool to help RGMs run great restaurants. CORE/ ROCC gives the RGM feedback, coaching, and recognition on operating standards. It is also used as a measurement of Food Safety. CORE/ ROCC inspections are performed by an independent 3rd party company. All stores are required to pass the Food Safety Audit of CORE/ ROCC review and obtain a minimum overall score of yellow.
- **Report Cards:** Report Card grades are used to measure RGM performance, calculate performance bonuses and determine "Winners Trip" participants. Grades range from A to F and are based on a point scale that can change from year to year. Measurements include Sales, Window Speed of Service, Customer Recovery, Turnover, ICOS, OSAT, Labor Variance, Staffing Levels, and Cash +/- . Each restaurant will receive a grade each period and the ability to review their YTD average. CORE/ROCC and FSA scores are also shown on the Report Card but not graded. They are qualifiers for Performance Bonuses.
- **Period Performance Bonuses:** Managers may be eligible for a period bonus depending on certain criteria. To be eligible, a manager must (i) meet a threshold score (as determined at the sole discretion of Bell American Group) on his/her Report Card for the period in question, (ii) be actively employed during the entire period for which the bonus is awarded, and (iii) be actively employed at the time bonuses are paid out following the conclusion of the period for which the bonus is awarded. Managers on suspension or leave during the period or at the time of bonus pay-out are not "active team members" for purposes of determining bonus eligibility.

PROMOTIONS: BA is always looking for career-minded internal candidates. If one is interested in a promotional opportunity, notify your manager. Promotions are determined by merit, not length of time with BA.

REHIRING OF TEAM MEMBERS: Managers must have the consent of HR and their Market President/Director of Operations prior to extending an offer to rehire a former BA team member. Any team member who was terminated previously for cause is not eligible for rehire.

WORKPLACE PRIVACY: Team members may not use any cameras, audio or video recording devices in or around the restaurant.

TRANSFERS: Occasionally, circumstances necessitate a team member transferring to another BA-operated restaurant. If a team member requests a transfer from one BA restaurant to another, it will be necessary for you to receive Area Coach approval. Such transfers, when approved, will not affect the original date of hire as long as employment is maintained.

VACCINATIONS: Some locations may have laws that require team members to have updated vaccinations for specific diseases. If a team member works in one of those locations, the team member will be notified of the requirement and will be reimbursed for the vaccination expense.

TEAM MEMBER HOTLINE: BA's success depends the results of individual & team efforts along with all satisfaction felt by each employee. If a problem arises, team members are encouraged to talk with the RGM, Area Coach, or Market Coach. If the manager does not resolve the problem, refer to Human Resources or the Team Member Hotline for assistance. In the event of suspicion of dishonesty, workplace harassment, violation of Company policy, or concerns regarding employment, please call (800) 837-3667, x1300. Calls will be kept as confidential as possible.

BELL AMERICAN GROUP PROPERTY

TEAM MEMBER PROPERTY: A team member's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of BA property or illegal/improper substances. BA will not be held responsible for the loss, destruction, or theft of personal items brought into the restaurant (i.e. purses, jewelry, electronic equipment, etc.). This also includes damage to vehicles parked on BA property.

COMMUNICATION BOARDS: A bulletin board is posted to serve as a means of communication between BA and restaurants, between team member on different shifts, and between management and team members. It is to be used for official business only, and all postings must have management approval. Please check the board when arriving for work and when leaving the premises at the end of a shift for pertinent information.

CONFIDENTIALITY: We strive to protect our guest's confidentiality because we value their business. Many guests give us information they consider confidential and private, such as their telephone numbers, addresses, credit cards, etc. Unauthorized disclosure of guest confidential information is strictly prohibited. Team members also have some privacy in their personnel and financial information. The Company and its team members have a right to keep certain company information private. Do not share confidential company information such as: security procedures, business practices, trade secrets, sales data, team member work schedules, and home telephone numbers or addresses. Unauthorized disclosure of confidential information or any misuse of information is prohibited. Any violation of this will result in disciplinary action up to and including termination.

DESTRUCTION OF COMPANY PROPERTY: Deliberate destruction or damage of company property is absolutely prohibited and will result in termination of employment and possible criminal charges.

OFFICE: Team Members should only be in the Manager's Office for a specific reason. It is not meant to be a gathering place for team members; breaks should be taken in the dining room. The manager should never stand in front of the office door, blocking the team member's path of exit.

SOLICITATION AND DISTRIBUTION OF LITERATURE: In order to ensure efficient operation of BA's business and to prevent disruption to team members, we have established rules governing solicitation, distribution of written material, and entry onto the premises and work areas. All team members are expected to comply strictly with these rules. Any team member who is in doubt concerning these rules should consult with his or her manager.

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

TELEPHONES: Restaurant telephones are for business use and to provide extra service for our guests. They cannot be used for team member personal business except in an emergency.

EMPLOYEE CONDUCT

DISCIPLINARY ACTION: Violation of BA policies and rules (including engaging in conduct listed herein as Prohibited Conduct) may warrant disciplinary action up to and including termination. BA may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances up to and including termination of employment. BA's policy of discipline in no way limits or alters the at-will employment relationship. During an investigation, suspension might be necessary and only if approved by Human Resources.

ALCOHOL AWARENESS: In restaurants where alcohol is served, any team member who does not "card" guests (verify guests who appear to be 30 or under by asking for proper ID) ordering alcoholic beverages will be terminated. Any team member who serves alcoholic beverages to someone who is clearly intoxicated will be terminated. We will do whatever it takes to assure that a guest drinks responsibly and gets to their destination safely. Restaurant managers will communicate procedures for dealing with alcohol issues.

CASH SHORTAGES: Cash shortages may result in discipline up to and including termination. If there is a cash shortage due to gross negligence, dishonesty, or a willful act on the part of a team member, BA reserves the right to pursue legal means of repayment from that team member.

CELL PHONE POLICY: Team members may not use or carry a cell phone while on the clock. Managers may keep cell phones in the office, but they should not be used in the restaurant except in case of emergency. It is a good practice to give the store phone number to those who may need to reach you for an emergency-related reason. During your shift, your focus should be on our customers and their needs. If you are not comfortable leaving your phone in the office, you are encouraged to leave it in your car, or do not bring it into the building. Team members are not allowed to have phones in back pockets, or at your workstation. If you need to charge a phone, you are welcome to plug it into an outlet in the office, or back of the house – away from their workstation. Cell phones are not allowed to be plugged in or kept at the drive thru window. The only time an team members should be on their personal cell phone is during a break in the dining room. Each store has a working land line. Please provide anyone who may need to reach you during an emergency with the store phone number.

In addition, it is against Company policy to take any photos, or videos of the store or its operations. It is also against policy to post any such photos or videos on social media.

CONDUCTING PERSONAL BUSINESS: Team members are to conduct only BA business while at work. Team members may not conduct personal business or business for another employer during their scheduled working hours.

CREDIT/DEBIT CARD SECURITY: The Company takes credit card security very seriously. It is the intent of the company to be in full compliance with laws and regulations created to protect our guest credit information. Credit card security practices are critical to all Team Members. The following policies and practices will be enforced at all restaurants:

- All credit/debit card information is confidential. Once a team member swipes a credit/debit card for payment, that card should be immediately returned to the guest.
- Credit/debit card information should not be photographed, emailed or faxed.
- Any paper document that contains full credit/debit card information must be secured until it can be destroyed. POS systems have been updated to ensure that full card numbers are not available on printed documentation. If your restaurant contains any documents that have full credit card numbers, refer to the storage procedure for Unit Storage Procedures for Crash Kit Receipts.
- Any team member who is retaining card information for illicit purposes will be prosecuted to the full extent of the law. If any external party solicits card information, it is the Team Member's responsibility to report such solicitation to their managers as well as the authorities.
- If a customer credit card is left in the restaurant, it should be immediately turned over to the manager and locked in the safe. The manager should place the card in an envelope, the card holder name and date should be placed on the front of the envelope. The envelope should be sealed, with the managers' initial and the initials of the team member who originally located the card. The process should be included in the unit's daily log. If at the end of the 3rd business day, the card has not been recovered by a guest, the issuing bank should be contacted. The instruction of the issuing bank should be followed at that time. The instructions and actions should be logged in the unit's daily log with the names of the individuals involved in the notification process.

DRUG AND ALCOHOL ABUSE. The following rules and standards of conduct apply to all team members either on BA property or during the workday (including meal periods). Behavior that violates BA policy includes:

- Possession or use of an illegal or controlled substance while on Company premises or while conducting company-related business;
- Being under the influence of an illegal or controlled substance while on the job; and
- Distribution, sale, or purchase of (or the attempt to distribute, sell or purchase) an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. BA also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, BA reserves the right to conduct searches of BA property or team members and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy. BA also reserves the right to test team members following an accident or due to a reasonable suspicion.

Any team member who is using prescription or over-the-counter drugs that may impair the team member's ability to safely perform the job, or affect the safety or well-being of others, must notify a manager of such use immediately before starting or resuming work.

Drug-Free Workplace Policy: Operating a motor vehicle while under the influence of drugs or alcohol is a violation of the law. All team members must comply with BA's Drug-Free Workplace Policy when conducting any company-related business.

REASONABLE SUSPICION PROCESS FOR MANAGERS: Evaluate team member to determine reasonable suspicion. Team members will be subject to drug/alcohol testing when a supervisor or other members of the Company's management team reasonably believes that the team member is under the influence of alcohol or drugs while at work. If you suspect that a team member is under the influence of drugs or alcohol, consider the following questions:

- Did you directly observe (on camera or in person) drug or alcohol use or possession?
- Smell of alcohol on breath of person?
- Speech: Slurred? Confused? Fragmented? Unusually fast or slow? Unusually soft or loud?
- Disorientation: Is the team member confused about: where they are, what day it is, or what time is it?
- Lack of motor coordination: Stumbling? Difficulty keeping balance? Unusual changes in movement? Shaking or trembling hands?
- Mood: Disrespectful? Moody? Ecstatic (spaced out)? More open or nervous than usual? Giddy (flighty, silly, or skittish)? Unusually energetic or tired?
- Bloodshot eyes? Dilated pupils?

- Changes in appearance after breaks?
- Complaints from coworkers?
- Unexplained departures from work or disappearance from the job area?

1. If you determine that you have reasonable suspicion, contact your immediate supervisor and proceed to Step 3.
2. Respectfully approach team member to review the Company's Drug and Alcohol Abuse Policy and ensure that the team member understands the policy.
3. Respectfully ask if they are impaired by alcohol or drugs.
 - A. *If the team member **admits** to being impaired by alcohol or drugs, immediately relieve the individual of his or her duties for that day, and a drug/alcohol test may be required. After conversation with Market Leader and HR, we will proceed with appropriate disciplinary action up to and including termination.*
 - B. *If the any member of the BA team **denies** being impaired, make arrangements for the individual to be transported to a testing facility for the purpose of taking a drug and/or alcohol test consistent with this policy. A refusal to provide the required specimen or to sign an appropriate Authorization and Release will constitute insubordination and will subject the individual to disciplinary action up to and including termination. Any member of the BA team requested to undergo a drug/alcohol test under this policy will be suspended without pay, pending receipt of the test results. If the test results are negative, the individual will be reinstated. If the test results are positive, disciplinary action up to and including termination shall be warranted.*

FRATERNIZATION POLICY: Managers who find themselves in social situations with their subordinates have a responsibility to conduct themselves in a professional and responsible manner.

Managers are **prohibited** from dating any team member, having a romantic relationship, or any other type of close personal relationship with a team member that may compromise their ability to perform their job responsibilities with professional objectivity. In addition, managers are prohibited from being intoxicated in front of team members, attending parties of team members, living with a team member, "hanging out" after work with a team member, and inviting team members to their home for a party or any other reason. **If you are ever in doubt as to whether an event constitutes prohibited fraternization: A) Do not participate or B) Call your Area Coach for advice and/or approval.**

HIRING RELATIVES: Managers are prohibited from hiring their relatives. Relatives of a manager are not allowed to be employed when it will result in a supervisor/subordinate relationship. No one can directly or indirectly supervise their relative.

For the purpose of this policy, a relative is defined as any member of the manager's family, and specifically applies to parent, step-parent, child, step-child, spouse, fiancée, significant others including life partners, sibling, in-law or step relative, grandparent, grandchild, cousin, aunt, uncle, niece, or nephew.

There may be others that could also be defined as a relative at the discretion of Human Resources Management.

Relatives of Area Coach and Market Leader may not be employed in the same area or market they supervise.

It is the responsibility of both the Manager and team member to come forward and notify their immediate supervisor(s) if a situation should occur that conflicts with this policy.

MANAGEMENT EXPECTATIONS: It is BA's expectation that AGMs and RGMs will regularly and routinely spend their time engaged in management work. Management work is generally defined as work that is different than the kind of work regularly engaged in by hourly team members. Examples of management work include interviewing, selecting, and training of team members; setting and adjusting team member rates of pay and hours of work; directing the work of team members; maintaining production or sales records for use in supervision or control; appraising team members' productivity and efficiency for the purpose of recommending promotions or other changes in status; handling team member complaints and grievances; disciplining team members; planning the work, determining the techniques to be used and apportioning the work among the team members; determining the type of materials, supplies, machinery, equipment or tools to be used or merchandise to be bought, stocked and sold; controlling the flow and distribution of materials or merchandise and supplies; providing for the safety and security of the team members or the property; planning and controlling the budget; and monitoring and implementing legal compliance measures. Management work also includes any work directly and closely related to the above.

We believe this expectation is reasonable and realistic. In the event you believe that you ever find that you do not meet this expectation in any particular workweek, it is very important that you immediately notify Human Resources so we can ensure that we are in full compliance with all our obligations under wage and hour laws.

If an AGM needs to call off for their shift, he/she is required to notify their RGM at least 2 hours prior to the beginning of the shift. If

an RGM needs to call off for their shift, he/she is required to notify their Area Coach at least 2 hours prior to the beginning of the shift. In addition, the manager calling off is responsible for finding another manager to cover their shift. It is a good practice for AGMs and RGMs to carry a store phone list with them in the event they need to cover shifts.

OUTSIDE EMPLOYMENT: Team members may hold outside jobs as long as they meet the performance standards of their job with BA. All team members will be judged by the same performance standards and will be subject to BA's scheduling demands, regardless of any existing work requirements. If BA determines that a team member's outside work interferes with performance or the ability to meet the requirements of BA as they are modified from time to time, the team member may be asked to terminate the outside employment if he or she wishes to remain with BA. Outside employment that BA deems at its sole discretion a conflict of interest is prohibited. Team members may not receive any financial or material gain from individuals outside BA for materials produced or services rendered while performing their jobs for BA.

GUEST TREATMENT: It is a violation of policy for a team member of BA to make negative or derogatory remarks about a guest to anyone, including fellow team members. Closing early or dissuading guests from service near closing time is prohibited.

ILLNESS: As the health of team members and guests is one of our primary responsibilities, employees are prohibited from working while sick with a contagious illness. In the event that a team member reports to work with a contagious illness, he/she will be sent home. If unable to work, the team member must provide notification at least two hours prior to the start of the shift. In order to provide a healthy working environment and restaurant, managers may request a doctor's note and release.

GUM CHEWING: Gum chewing is not allowed during working time.

LOST AND FOUND: Any item found in the restaurant or on the property by a team member is to be turned over to the manager on duty immediately.

NO JERKS: Culture starts with creating a genuine, respectful and comfortable environment. It is how we all engage, educate and create amazing moments for our customers and our team members. We need to make sure that make everyone feels welcomed and taken care of. The "No Jerk" policy means that we will not accept any actions that create a negative and disrespectful environment at all levels. Please ensure that you are coming to work every day with a positive and respectful attitude.

SMOKING: Smoking (including E-Cigarettes and Vaping) is restricted to specific times and areas which are determined by management. Smoking is never permitted (1) in the restaurant, (2) while in public view or (3) in public areas while team members are in work clothes. Smoking in areas and at times that are prohibited may result in termination.

STAYING AFTER HOURS: We understand that after work team members may want to relax and unwind as guests. Managers will advise team members regarding specific restaurant policies on whether and when staying after hours is acceptable. Team members who are not "on the clock" cannot perform any work, even if they just want to "help out" coworkers. Off-the-clock team members must remain in public areas of the restaurant and may not enter the back-of-house.

DRESS CODE: At Bell American, we want team members' individual personalities to shine through while maintaining Brand Standards. The Uniform Guide provides team members guidance on how to be themselves while proudly sporting the Team uniform and meeting Bell American standard.

UNIFORM ESSENTIALS

- Always wear a hat or hair net with your visor. Visors are approved by Market.
- If your hair is longer than the base of your neck, wear a hair net with your hat.
- If you're cold, you can wear jackets, hoodie, or vests only from Taco Bell-approved uniform vendors.
- You can also wear a plain black, long-sleeved shirt under you uniform shirt.
- Sport your own fresh kicks – as long as they're solid black, slip-resistant, and closed-toe/heel.

APRON

- Keep it clean and without holes or wrinkles.
- Apron should be worn at the waist.
- When you're working, wear the apron unfolded, tied, and full-length with pride.
- Don't forget, your apron is reversible.
- Hang up your apron when you're using or cleaning the restroom.
- Team Members must wear an apron.
- Aprons are optional for managers.

SHIRTS

- Show your pride by keeping it clean, neat, and wrinkle-free.

- Shirts are designed to be worn untucked. Wear a plain black belt if you tuck in your shirt.
- Stay looking good with ONLY approved Taco Bell Uniform designs from one of our approved uniform vendors.

PANTS

- ONLY dark blue denim, black jeans, or black pants are approved to wear as your Taco Bell uniform. Jeans are Market approved.
- Make sure your pants hit the top of your shoes don't drag or touch the floor.
- Ripped, embellished (rhinestones, embroidery, decals, patches, etc.) or light-washed jeans are not allowed
- Black pants or jeans should: capris, carpenter, cargos, corduroy, leather, loungewear, sportswear, spandex, yoga pants or joggers

HAIR

- To maintain food safety and health in the restaurants, hair longer than the base of the neck must be tied up with a hair net

FACIAL HAIR

- Keep your mustache and/or goatee well-groomed
- Similarly, long facial hair worn for cultural, religious or medical reasons, must be worn with a beard net.

TATTOOS

- Tattoos must be below the jawline. No facial tattoos are permitted
- References to profanity, gang association, sexual, or other offensive content are not permitted

ACCESSORIZE

- Wear your own socks and solid, dark colored beanies and gloves
- If wearing your own accessories, they should not have any graphics, artwork, or 3rd party logos
- Beanies and gloves are for drive-thru Team Members and Managers only

PIERCINGS

- Keep it simple with post or stud earrings no bigger than 1/4" and no more than 2 per ear
- Nose rings or studs with locks and backings are okay
- Facial piercings, gauges, and ear lobe spacers are not permitted

JEWELRY

- Plain wedding bands on one hand are okay
- Watches are wearable ONLY when not handling food
- Pins of any nature are not an approved part of the Taco Bell Uniform and cannot be worn

PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by BA whenever you are on BA property whether you are working a shift, taking a break, or when visiting the restaurant. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, team member welfare and BA operations also may be prohibited.

- Falsifying employment records, employment information, or other BA records (note that employment information includes Social Security Number and any other documents used to verify identity and ability to work in the United States);
- Recording the work time of another team member or allowing any other team member to record your work time, or falsifying any time record, either your own or another team member's;
- Theft and deliberate or careless damage or destruction of any BA property, or the property of any team member or customer;
- Being rude or argumentative toward any guest/customer will result in a full investigation with appropriate discipline up to and including termination;
- Removing or borrowing BA property without prior authorization;
- Unauthorized use of BA equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or while on BA property;
- Participating in horseplay or practical jokes on BA time or on BA premises;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours or while on BA property;
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on BA premises;
- Failing to notify a supervisor when unable to report to work;
- Failing to consistently perform managerial duties when working as a manager;
- Unexcused absence;
- Preparing or handling food without following proper hand washing procedures and not wearing gloves;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Smoking at an unauthorized time or in an unauthorized location;
- Working overtime without authorization or refusing to work assigned and scheduled overtime;
- Wearing unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or BA policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failing to promptly report work-related injury or illness;
- Unsatisfactory performance of assigned job responsibilities and duties;
- Possession or use of alcohol or illegal drugs while on company property;
- Reporting to work under the influence of drugs or alcohol;
- Allowing a non-team member behind the counter at any time (includes team members off the clock);
- Allowing non-team members in restaurant before opening or after closing of the lobby;
- Any conviction of a crime related to one's ability to perform effectively in a guest service or cash handling position;
- Opening the back door after dark;
- Missing a Team Member meeting without prior permission from the Restaurant General Manager. This is considered a "no call no show".
- Possession of a weapon on BA's property, except as otherwise allowed by law;
- Failure to follow established meal policies and practices;
- Failure to ring up any transaction immediately;
- Misuse of any coupons or discounts.
- Failure or refusal to take a drug test as required by Worker's Compensation Insurance or at the direction of management.

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

SAFETY AND HEALTH

ACCIDENT REPORTING: Any team member who suffers an accidental injury, no matter how minor, must be reported to management immediately. This is a Government requirement placed on both team member and employer. If the Restaurant General Manager is unavailable, contact the Area Coach. The Manager in Charge must fill out a First Report of Injury Form and send it to Risk Management immediately.

ALONE IN THE RESTAURANT: Team members are not allowed to be in the restaurant alone. It is the manager's responsibility to schedule a minimum of two people in the restaurant at all times (opening and closing).

BACK AREA ACCESS: Team members out of uniform and non-team members are not allowed behind the counter or permitted in the restaurant before or after store operating hours.

BACK DOOR SECURITY: Do not use the back door for any reason until it is lights out, or 7:00am, whichever is later. This includes taking out the garbage. All boxes must be broken down before removing them from the restaurant. From that point forward, all trash must be taken out of the front door until one hour before closing and never later than 11:00pm. If it is dark out, do not use the back door. After lobby closing time, trash must be kept in the back of the restaurant.

CELLULAR TELEPHONES: Many of our RGMs, Area Coaches and Market Coaches have personal cellular phones and travel between restaurants and to meetings. It is BA policy to pull off the roadway or use a hands-free system to make or receive a cellular phone call while you are driving and conducting company business.

CRISIS PLAN PROCEDURES: Each restaurant can refer to One Source for their Crisis Procedure information. One Source will outline emergency procedures for events such as and including robberies, tornadoes, and power outages. Please reference the One Source for correct procedures and always contact your Manager as soon as possible.

DELIVERIES: All deliveries must be checked in by the Manager in Charge. For food safety purposes, deliveries must have temperatures taken and noted on the receipt at time of delivery. Deliveries must not be accepted between 11:00 a.m. and 1:00 p.m.

EQUIPMENT: Care is required in the handling of all equipment and supplies. It is expected that team members will handle all equipment as instructed. This policy applies to all areas and departments of the restaurant.

FOOD SAFETY: All team members must wash and sanitize their hands before handling any food product. Gloves must be worn while handling food products per Brand standards. Exposed cuts, blemishes, or lesions are to be bandaged with a blue Band-Aid®. If the Band-Aid® is located on the hand, a glove must be worn at all times.

GENERAL SAFETY POLICY: All team members are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must always be safety-conscious. Report all work-related injuries or illnesses immediately to management.

HAZARDS: All safety hazards such as broken equipment, damaged machinery or tools, or slippery floors should be reported to the Manager immediately. All issues must be entered into Issue Track.

INJURIES: Any team member or customer injury must be reported to Risk Management. The Manager in Charge is required to fill out the online incident report. In the event of team member injury, the team member must call the Nurseline. The first and most important step is to care for any personal injury involved, and then report all relevant information, regardless of how minor the incident may seem at the time.

OBJECTS ON THE FLOOR: Immediately pick up anything dropped on the floor and any foreign object on the floor. Keep aisles, halls and walkways free from electric cords or hoses.

SECURITY: Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to management. Do not leave valuable and/or personal articles in the restaurant where they are accessible. BA is not responsible for personal belongings brought into the restaurant

SLIPPERY FLOORS: For safety's sake, wipe up any spill at once--and wipe it dry. If you must walk on wet, slippery floors, slow down and take short firm steps.

VIDEO/DIGITAL SURVEILLANCE: BA restaurants are equipped with video/digital surveillance. You do not have an expectation of privacy on restaurant property

SCAMS: At no point will anyone from Bell American, Flynn Restaurants or Taco Bell Corporate call and ask for cash related information (Safe Amounts, Gift Card info, banking information etc.). If you receive a call you should deny any request for info and please notify your AC immediately to report what was requested.

In previous calls they will try to identify themselves as a leader within the Bell/FRG system. Please also know that Brad, Lorin, Greg, Sarat, Mark or anyone else listed on our website will never call the restaurant to ask for money.

Bell managers will never be asked to take funds from the restaurant to purchase gift cards.

To repeat, NEVER fall for these fake phone calls. Hang up and call your GM or Area Coach immediately.

ZERO-TOLERANCE WORKPLACE VIOLENCE POLICY

Zero Tolerance. Flynn Restaurant Group considers the safety of its team members and guests of the highest priority. To that end, **the Company has adopted a zero-tolerance policy for acts of violence and threats of violence.** Without exception, acts and threats of violence are not permitted in any form. All such acts and threats, even those made in apparent jest, will be taken seriously, investigated, and will lead to discipline up to and including termination.

A threat includes, but is not limited to, any indication of intent to harm a person or damage property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. Threats are prohibited whether they take place on Flynn Restaurant Group premises or off, including but not limited to threats that are communicated via telephone, text message, instant message, or social media. For purposes of this policy, "acts of violence and threats of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions or create a hostile, abusive, or intimidating work environment.

Weapon-Free Workplace. Possession of weapons on Flynn Restaurant Group premises and at Flynn Restaurant Group-sponsored events shall constitute a threat of violence **and is expressly prohibited.** Team members may not possess a firearm on Flynn Restaurant Group property regardless of whether they have a permit. Other prohibited items include explosives, knives, and other dangerous weapons, including chemical substances intended to cause injury to another. *See Weapon-Free Workplace Policy.*

Reporting. It is every team member's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each team member is required to report any weapon or incident that may be threatening or violent. Team members are also encouraged to report workplace hazards and any suggestions they may have to improve security. Team members may submit a report to any manager, Human Resources Manager, or via the Employee Hotline (800-837-3667, ext. 1300).

LEAVING BELL AMERICAN GROUP

TEAM MEMBER REFERENCES: All reference information is provided through The Work Number. No manager or team member is authorized to release references for current or former team members.

NOTICE: If a team member must resign, a written 2-week notice is requested. During the final 2 weeks, BA expects that team members will continue to perform their job duties properly. Providing notice does not alter the at-will status employment. BA may accept your resignation immediately or at any time during the notice period.

VOLUNTARY RESIGNATION: Voluntary resignation results when a team member voluntarily quits his or her employment at BA or, in the absence of a severe, unforeseeable medical emergency that is verified by a medical professional, fails to report to work for two (2) scheduled workdays without notice to, or approval by, his or her manager. All BA -owned property, including keys, must be returned immediately upon termination of employment.

The parties also agree that all claims will be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

DISPUTE RESOLUTION PROGRAM BOOKLET

[2004EDR Systems, LLC/All Rights Reserved/Revised 2019]

This Dispute Resolution Program is adopted for Bell American Group LLC and all subsidiaries or affiliated entities, and all successors and assigns of any of them, all of which are collectively hereinafter referred to as the "Company."

The Company is committed to building a strong relationship between the Company and all of our employees - a relationship that is based on trust and open communication. The Company is an equal opportunity employer and strives to maintain an atmosphere of mutual trust and open, honest communication. By working together, we can reach any goal we set for ourselves. We do not and will not tolerate harassment or discrimination by any employee, regardless of their status with the Company, and no employee will be retaliated against for using this Program.

We understand, however, that despite our best efforts, problems and disagreements do arise in the workplace. We cannot entirely eliminate problems and disagreements, but we can provide a process for resolving them when they do occur by taking prompt constructive action.

Based on these beliefs and values, we developed this DISPUTE RESOLUTION PROGRAM (the "Program"). The Program is a four-step process for resolving workplace problems quickly and fairly. This policy describes the steps that both you and the Company must take to resolve many types of workplace problems. The Company is also obligated to follow the Program and will also be bound by arbitration. The types of problems covered by the Program are explained in detail in this policy.

THIS PROGRAM IS A CONDITION OF YOUR EMPLOYMENT AND IS THE MANDATORY AND EXCLUSIVE MEANS BY WHICH DISPUTES BETWEEN YOU AND THE COMPANY MAY BE RESOLVED, SO READ THE INFORMATION IN THIS PROGRAM BOOKLET CAREFULLY.

When you have a work-related problem, follow the steps listed below in this policy.

Step 1: UTILIZE THE OPEN DOOR POLICY

In any relationship, when a disagreement occurs or a problem arises, ignoring the problem can result in the situation getting worse, not better. At BA we want to encourage open communication so that we can resolve the problem or disagree as quickly and amicably as we can. To do this, we have developed an open-door policy that encourages you to talk with your supervisor to get your concern addressed quickly.

Option 1. Talk directly to your immediate supervisor. If you have a problem, first discuss it with your supervisor as soon as possible after the problem arises.

Option 2. Talk to a higher level of management. If you are not able to resolve the issue with your supervisor, or if you are not comfortable discussing the issue with your supervisor, you should take your concern to your Area Coach and even the level of Director of Operations to get the answers you need. Follow the chain of command as high as you need to go to resolve the problem.

Option 3. Talk with Human Resources. If you have tried the above steps and are not satisfied, or if you are not comfortable talking to management for any reason, you can contact your Human Resources Manager to get the help you need. This number is found on the Open Door posting in your restaurant.

Option 4. Talk with Support Center. Contact the Support Center Human Resources Department at 216.525.2775 or Employee Hotline at 800.837.3667, ext. 1300, and ask for help. Calls to the Support Center Human Resources Department can be made anonymously.

Step 2: EXECUTIVE REVIEW

If you have tried the Open Door Policy and are not satisfied, you may request the Executive Review Step. In this step, the Company's President or his designee (the "Executive") will review the issue or problem and attempt to resolve the issue or problem to your satisfaction and to the satisfaction of your Manager and the Company. Failing that, the Executive will make a decision.

Here is how you obtain access to the Executive Review Step:

- 1. Request review.** As soon as possible after your exhaustion of the Open Door Policy Step process, you can start the Executive Review process by contacting the Company's Employee Relations department. The Employee Relations department can be reached at 216.525.2775 or you can call the Employee Hotline at 800.837.3667 x1300 and ask for help.
- 2. Submit information.** In order to access the Executive Review Step, you should provide a written statement* that contains as much of the following information as possible:

- a. Describe in detail, to the best of your ability, the factual basis on which your claim is made. This includes identifying any witnesses, documents or other information that will assist in resolving your claim.
- b. Describe what occurred at the Open Door Policy Step to resolve the issue including the supervisors (or others) you have spoken with about the issue, and the result of those communications.
- c. Describe what ongoing questions or concerns you might have following the Open Door Policy Step.
- d. Describe the nature and extent of any further resolution you are seeking or steps you would like to see taken.

*You can obtain a copy of a form to use for this purpose from the Human Resources Department.

3. **The Review.** The Company's Executive will review the problem and investigate the issue as is appropriate under the circumstances. This may include, in all likelihood, a discussion with you and your supervisor, a discussion with any witnesses or other involved parties, and a review of all relevant documents.
4. **The Solution.** Based on the information obtained, the Executive will determine the outcome of the investigation and/or any next steps that should be taken. That decision will be made in writing, generally within thirty (30) days of your request for Executive Review.
5. **Non-Legal Claims.** If your claim is not a statutory or common law claim ("legal claim"), Executive Review is the final step in the Dispute Resolution Program. (Only legal claims may proceed to mediation or arbitration.) For example, mediation and arbitration are not available to review performance evaluations, job elimination or lay-off decisions, Company work rules, policies and pay rates, or increases or decreases in benefits, except to the extent such matters relate to statutory or common law claims.

Step 3: MEDIATION

If you believe you have a legal claim that was not solved through the Open Door Policy or Executive Review, the next step is Mediation. In Mediation, an objective, independent third party tries to help the parties reach a mutually agreeable solution.

When you or the Company wishes to request Mediation, the requesting party should contact the American Arbitration Association (AAA) (www.adr.org) or, if the parties agree in advance, a similar organization or professional specializing in dispute resolution. If using AAA or a similar agency, the agency will assign a professional mediator to mediate the dispute. The mediator will listen, work to open communication lines, and offer creative solutions. But the mediator does not make a final decision. It is up to you and the Company to reach agreement. The goal of mediation is to develop a solution that satisfies both parties involved.

Here is how to put the Mediation Step to work for you:

1. **Advise the Human Resources department that you request Mediation.** You should request Mediation as soon as possible, but no more than sixty (60) days from the date you complete the Executive Review Step. Despite the mediation process, you must file a demand for arbitration within the appropriate statute of limitations. In other words: the mediation process does not toll the statute of limitations on any claim, so speedy mediation is a must.
2. **Select mediator.** When either you or the Company request Mediation, the parties will select an outside, independent neutral mediator to handle the mediation process. The Company will pay the fees of the mediator and the mediation agency, if one is used.
3. **You, the mediator and the Company representative meet.** The mediator will schedule a meeting between you and the Company representative. The mediator will guide the discussion and help resolve the problem. However, it is up to both you and the Company to reach agreement. The mediator does not make the final decision.
4. **Written agreement.** If appropriate, after you and the Company have agreed upon a solution, a written agreement will be signed by the parties.

Step 4: ARBITRATION

If you have a work-related problem that involves one of your legally protected rights, which has not been resolved through the earlier steps, you may request Arbitration. In Arbitration, an outside neutral expert chosen and agreed upon by you and the Company, called an "arbitrator", becomes involved in the resolution process. He or she listens to the facts, then makes a final binding decision and awards any damages, just like a judge in a court of law. Arbitration is less formal than conventional court litigation but is clearly established and governed by rules and standards of conduct, which are designed to assure due process of law is fully protected. The goal of Arbitration is to provide effective and efficient problem resolution.

Here is how the Arbitration process works:

1. **Request Arbitration.** If you believe you have a legal claim, you may request that your claim go to Arbitration. Note that your request for arbitration must be made within the applicable statute of limitations for your underlying claim. The arbitration will be conducted by the AAA or any similar organization mutually acceptable to you and the Company. The arbitration will be conducted under the AAA's "National Rules for the Resolution of Employment Disputes", which are in effect at the time the demand for arbitration is filed. The rules can be obtained from the AAA's website at www.ADR.org or from the

Company upon request.

2. **The arbitration agency** selected (the “agency”) will then bill you and the Company each a filing fee. Your portion of that fee is limited to \$125.00. The Company will pay the balance of the agency’s initial filing fee and will pay the arbitrator’s fee. If you establish that you cannot pay the filing fee, the Company will pay your portion of the fee.
3. **A hearing is set.** The arbitrator will schedule a date, time and place for a hearing. During this hearing, both you and the Company present the pertinent facts, documents, and witnesses. You may hire a lawyer to participate in the Arbitration hearing with you. The hearing will be conducted in the community where you were employed or in another mutually agreeable location.
4. **A decision is made.** Based on the information presented and the facts gathered, the arbitrator will make a final binding decision in writing that will set forth the essential findings and conclusions on which the award is based. The decision of arbitrator shall have a final and binding effect in any related litigation. If you win, the arbitrator can award you anything you might seek through a court of law. By using Arbitration, your rights are protected, and damages can be paid if those rights have been violated.

PROGRAM RULES

CLAIMS SUBJECT TO ARBITRATION

Claims and disputes subject to arbitration include all those legal claims you may now or in the future have against the Company or against its officers, directors, shareholders, employees or agents, including claims related to any Company employee benefit program or against its fiduciaries or administrators (in their personal or official capacity), and all claims that the Company may now or in the future have against you, whether or not arising out of your employment or termination, except as expressly excluded under the “Claims Not Subject to Arbitration” section.

Legal claims that are subject to arbitration include, but are not limited to:

- claims for wages or other compensation;
- claims for breach of any contract, covenant or warranty(expressed or implied);
- tort claims (including, but not limited to, claims for physical, mental or psychological injury, but excluding statutory workers compensation claims);
- claims for wrongful termination;
- claims for sexual or other illegal harassment or discrimination (including, but not limited to, claims based on race, sex, sexual orientation, religion, national origin, age, medical condition or disability whether under federal, state or local law);
- claims for benefits or claims for damages or other remedies under any employee benefit program sponsored by the Company (after exhausting administrative remedies under the terms of such plans);
- “whistleblower” claims under any federal, state or other governmental law, statute, regulation or ordinance;
- claims for a violation of any other non-criminal federal, state or other governmental law, statute, regulation or ordinance; and
- claims for retaliation under any law, statute, regulation or ordinance.

CLAIMS NOT SUBJECT TO ARBITRATION

Claims or disputes not subject to arbitration are as follows:

- any claim by an employee for benefits under a plan or program which provides its own binding arbitration procedure;
- any statutory workers compensation claim;
- unemployment insurance claims;
- any non-legal dispute is not subject to arbitration. Examples include disputes over a performance evaluation, issues with co-workers, or complaints about your work site or work assignment that does not allege a legal violation

Your agreement to adhere to this Dispute Resolution Program does not prohibit you from pursuing an administrative claim with the National Labor Relations Board, any state or federal department of labor, state or local Fair Employment Practice Agencies, or the United States Equal Employment Opportunity Commission. This Agreement, does, however, preclude you from personally pursuing court action regarding any such claim.

Additionally, nothing in this Agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration conducted hereunder and either of us may apply to the appropriate state or federal court for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

The parties also agree that any arbitration between the employee and the Company is of their individual claim and that any claim subject to arbitration will not be arbitrated on a collective, representative or class-wide basis. However, this provision does not preclude employees from exercising their rights under the National Labor Relations Act to joining other employees in a collective action to improve working conditions.

REQUIRED NOTICE OF ALL CLAIMS

When seeking arbitration, the claimant must request arbitration from the AAA or other mutually-agreed-upon dispute resolution agency within one year of the act complained of or within the applicable statute of limitations period, whichever is longer. Subject to any exceptions under applicable law, the day the act complained of occurred shall be counted for purposes of determining the applicable period. Note that neither the Executive Review process nor Mediation tolls the applicable statute of limitations.

ARBITRATION PROCEDURES

Unless the parties mutually agree to waive Mediation, you must use the Mediation Step explained in this policy before requesting Arbitration. Once in the arbitration process, the agency will administer any Arbitration under the AAA's "National Rules for the Resolution of Employment Disputes" and in conformity with this Dispute Resolution Program. Go to ADR.org to obtain a copy of the rules or request a copy from the Company. The rules in effect on the date a demand is made shall control.

The arbitration will be before a neutral arbitrator who is licensed to practice law and with experience in the employment law area. The arbitration shall apply the substantive law and the laws of remedies, if applicable, of the state in which the claim arose, or federal law or both, depending upon the claims asserted. The decision of the arbitrator shall be in writing and shall provide the reasons for the award unless the parties agree otherwise.

The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold a pre-hearing conference by telephone or in person, as the arbitrator deems necessary. The arbitrator shall have the authority to rule on a motion to dismiss and/or a motion for summary judgment by any party and, in doing so, must apply the standards governing such motion under the Federal Rules of Civil Procedure.

PRE-HEARING PROCEDURES

You and the Company each have the right to take the deposition of individuals and expert witnesses designated by another party. Depositions and other pre-trial discovery will be taken in accordance with the order of the arbitrator selected under the Program, who shall allow adequate discovery. You and the Company have the right to subpoena witnesses to the Arbitration in accordance with the Federal Rules of Civil Procedure. At least thirty (30) days before the Arbitration, you and the Company must exchange lists of witnesses, including any experts, and copies of all exhibits to be used at the Arbitration.

ARBITRATION FEES AND COSTS

There are two types of administrative fees and costs associated with Arbitration; a filing fee with the arbitration agency selected and payment to the arbitrator for his or her services and expenses. Such fees and other expenses shall be allocated as follows:

1. The party requesting Arbitration must pay a \$125.00 filing fee to the agency to request Arbitration. If you request Arbitration the Company will pay the balance of the initial filing fee and will pay the entire fee if it requests Arbitration. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the Arbitration proceedings.
2. Each party shall be responsible for its own attorneys' fees and related litigation expenses, if any; however, if any party prevails on a statutory claim, which allows the prevailing party to be awarded attorneys' fees and costs, the arbitrator may award reasonable fees and costs to the prevailing party.
3. Where permitted by law, the arbitrator may assess attorneys' fees against a party upon showing by the other party that the first party's claim is frivolous or unreasonable or factually groundless.
4. If either party pursues a legal claim covered by the Dispute Resolution Program in court or by any means other than Arbitration, the responding party shall be entitled to stay or dismissal of such action, the remand of such action to Arbitration, and the recovery of all costs and attorneys' fees and expenses related to such action.

MULTI-STATE BUSINESS

The Company is engaged in transactions involving interstate commerce and your employment involves such commerce; therefore, the parties agree that the Federal Arbitration Act shall govern the interpretation, enforcement and proceedings under the Dispute Resolution Program.

PROGRAM PROVISIONS/ENFORCEMENT

The provisions of the Program document are severable and, should any provision be held unenforceable, all others will remain valid and binding. No provision of the Program document will be held unenforceable if such provision can be reasonably interpreted in a

manner that results in such provision being enforceable. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, arbitrability, applicability, enforceability or formation of the agreement to arbitrate including, but not limited to, any claim that all or any part of the agreement to arbitrate is void and voidable.

If a court should determine that Arbitration under this Program is not the exclusive, final, and binding method for the Company and its employees to resolve disputes and/or that the decision and award of the arbitrator is not final and binding as to some or all of a party's claim(s), the party must submit the claim(s) to Arbitration and pursue the Arbitration to conclusion before filing or pursuing any legal, equitable, or other legal proceeding for any eligible claim in a court of competent jurisdiction.

PROGRAM STEPS

While we encourage you to use all of the steps in the Program in the order outlined, we realize that in some cases it may not be appropriate to use the preliminary steps. Accordingly, if your claim involves a legal claim that is subject to Arbitration hereunder, you may proceed directly to Step 3, Mediation, without first using Step 1, Open Door Policy or Step 2, Executive Review. The Company may also skip Steps 1 and 2 if a legal claim is involved.

NOT AN EMPLOYMENT CONTRACT/EXCLUSIVE REMEDY

While this Program constitutes a binding promise between you and the Company to resolve all disputes pursuant to the process outlined herein, this Program is not and shall not be construed to create any contract of employment, expressed or implied. Nor does this Program in any way alter the "at will" status of any employment.

This Program will prevent you from filing a lawsuit in Court for individual, class, representative or collective relief for a legal claim subject to arbitration. This Program also includes a waiver of any right to a trial by jury.

[2004EDRSystems,LLC/AllRightsReserved/Revised2019]

Bell American Group LLC, Bell Indiana LLC, Bell Missouri LLC, Bell Carolina LLC and Bell Great Lakes LLC.

**RECEIPT OF DISPUTE RESOLUTION PROGRAM BOOKLET AND
AGREEMENT TO ABIDE BY DISPUTE RESOLUTION PROGRAM
[2004EDR Systems, LLC/All Rights Reserved/Revised 2019]**

I have reviewed a copy of the Dispute Resolution Program of Bell American Group and its subsidiaries (the "Company") and have read and understand its contents. I also understand that I am employed only by the particular entity that actually provides my employment, and not by any other subsidiary of the company. I understand that consent to this Dispute Resolution Program does not affect my employment status as "at will" and my employment may be terminated at the will of either party, with or without notice or cause.

I recognize that differences may arise between the Company and me during or following my employment with the Company, and that those differences may or may not be related to employment. I understand and agree that any such differences will be resolved solely as provided in the Dispute Resolution Program, which I have read and reviewed and is expressly incorporated herein.

MUTUAL PROMISE TO RESOLVE CLAIMS BY BINDING ARBITRATION: In signing this Agreement, both the Company and I agree that all legal claims or disputes covered by the Agreement, if not previously resolved by the processes set forth in the Dispute Resolution Program, must be submitted to binding arbitration and that this binding arbitration will be the sole and exclusive final remedy for resolving any such claim or dispute. We also agree that any arbitration between the Company and me will be on an individual basis and not as a representative, class or collective action.

I also understand that I have not waived my rights under the National Labor Relations Act to join other employees in a collective action to improve working conditions. Further, I will not be subject to adverse employment action if I challenge the validity of this arbitration agreement or its provisions.

This is an agreement to arbitrate all legal claims. Those claims include: claims for wages or other compensation; claims for breach of any contract, covenant or warranty (expressed or implied); tort claims (including, but not limited to, claims for physical, mental or psychological injury, but excluding statutory workers compensation claims); claims for wrongful termination; sexual harassment; discrimination (including, but not limited to, claims based on race, sex, sexual orientation, religion, national origin, age, medical condition or disability, whether under federal, state or local law); claims for benefits or claims for damages or other remedies under any employee benefit program sponsored by the Company (after exhausting administrative remedies under the terms of such plans); "whistleblower" claims under any federal, state or other governmental law, statute, regulation or ordinance; claims for a violation of any other non-criminal federal, state or other governmental law, statute, regulation or ordinance; and claims for retaliation under any law, statute, regulation or ordinance, including retaliation under any workers compensation law or regulation, except as required by law.

I understand that, notwithstanding the foregoing, this Agreement does not prohibit me from pursuing an administrative claim with the National Labor Relations Board, any state or federal department of labor, any state anti-discrimination agency or the United States Equal Employment Opportunity Commission. I agree, however, that this Agreement does preclude me from personally pursuing court action regarding any such claim.

Additionally, I understand that nothing in this Agreement is intended to prevent either me or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration conducted hereunder and either of us may apply to the appropriate state or federal court for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator.

I understand and agree that the only claims or disputes not subject to arbitration are as follows: (1) any claim by an employee for benefits under a plan or program which provides its own binding arbitration procedure; (2) any statutory workers compensation claim; (3) unemployment insurance claims, and (4) non-legal claims.

I understand and agree that by entering into this Agreement, I anticipate gaining the benefits of a speedy, impartial dispute resolution procedure. This procedure is explained in the Dispute Resolution Program Booklet, which I acknowledge I have received and have read or have had an opportunity to read.

I understand that by entering into this Agreement, I am giving up my right to have my legal claims against the Company decided in court by a judge or jury. I am also giving up my rights to pursue a class, representative or collective action.

MULTI-STATE BUSINESS: I understand and agree the Company is engaged in transactions involving interstate commerce and that my employment involves such commerce. I agree that the Federal Arbitration Act shall govern the interpretation, enforcement, and

proceedings under this Agreement.

DIFFERENT PARTS OF AGREEMENT: I understand and agree that the provisions of the Agreement and the Dispute Resolution Program are severable and, should any provision of either be held unenforceable, all others will remain valid, binding and fully enforceable. If a court should determine that arbitration under this Program is not the exclusive, final, and binding method for the Company and its employees to resolve disputes and/or that the decision and award of the arbitrator is not final and binding as to some or all of an employee's claims, an employee must submit his or her claim to arbitration and pursue the arbitration to conclusion before filing or pursuing any legal, equitable, or other legal proceeding or any eligible claim in a court of competent jurisdiction.

REQUIREMENTS FOR CHANGE IN AGREEMENT: This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified by mutual consent evidenced by a writing signed by both parties that specifically states the intent to revoke or modify this Agreement.

SOLE AND ENTIRE AGREEMENT: This Agreement and the Dispute Resolution Program Booklet are the complete agreement of the parties on the subject of arbitration of disputes. This Agreement takes the place of any other verbal or written understanding on this subject. No party is relying on any statements, oral or written, on the subject of arbitration or the effect, enforceability or meaning of this Agreement, except as specifically stated in this Agreement.


NOT AN EMPLOYMENT CONTRACT: While this Agreement is a binding promise between the Company and me to arbitrate all claims in dispute described in the Program Booklet, this Agreement is not and shall not be construed to create any contract of employment, expressed or implied. Nor does this Agreement in any way alter the "at-will" status of my employment. My employment with the Company can be terminated, with or without cause, and with or without notice, at any time, by me or by the Company.

I understand and agree that by entering into this Agreement, I anticipate gaining the benefits of a speedy, impartial dispute resolution procedure. This procedure is explained in the Dispute Resolution Program Booklet, which I acknowledge I have received and have read or have had an opportunity to read.

VOLUNTARY AGREEMENT: I acknowledge that I have carefully read this Agreement, I understand its terms, that all understandings and agreements between the Company and me relating to the subjects covered in this Agreement are contained in it, and that I have entered into the Agreement voluntarily and not in reliance on any other promises or representations by the Company other than those in the Agreement itself and the Dispute Resolution Program.

I further acknowledge and agree that I have been given the opportunity to discuss this Agreement with my own private lawyer and have used that opportunity to the extent that I wish to do so. This Agreement shall apply to me, my representatives, executors, administrators, guardians, heirs and assigns in any action where a claim could be brought.

Company Representative Signature:



D. Brad Pettinger, Authorized Officer for Flynn Restaurant Group

Bell American Group LLC, Bell Indiana LLC, Bell Missouri LLC, Bell Carolina LLC and Bell Great Lakes LLC.

THE MAKE UP

At Bell American Group, we feel that every manager and team member must make a promise to every customer. We all promise to deliver a great experience to every guest, but sometimes we do make mistakes. It is HOW we handle these mistakes that our customers will judge us in the future. They will decide if we are worth their time and money to try us again. Our customers break up with us because we don't say we are sorry. This process helps us make up with our customer regardless of how a mistake happened or whose fault it was.

I ANSWER

I FIX

I SURPRISE & DELIGHT

I ANSWER

- I always answer the phone
- I am always polite on the phone

I FIX by

- Listening to the customer
- Apologizing to the customer
- Never questioning the customer. We believe in our customers!

I SURPRISE & DELIGHT

- I have the item remade
- I surprise by handing the customer a coupon with their remade item
- I delight by thanking the customer for letting me fix their order

Some Don'ts:

- Do not ask for a receipt
- Do not ask what time they came in
- Do not become defensive with the guest

Always believe the guest is right and we made the mistake!

The Make Up is designed to address just about every guest concern. If you do encounter any concern regarding rudeness, ask for a management team member to become involved. Every team member is empowered to handle a guest concern. Using "The Make Up" ensures every guest will be WOWED with how we handle their concern. It all boils down to treating every guest as you would want to be treated in the same situation - with respect and to know someone does care when you do not receive what you ordered.

ANTI-DISCRIMINATION / ANTI-HARASSMENT POLICY

It is our policy and philosophy to treat our employees, our guests, and applicants for employment fairly and without regard to age, ancestry, color, creed, disability, domestic violence victim status, genetic information, marital status, medical condition, national origin, place of birth, political affiliation, race, religion, sex (including pregnancy, childbirth and related medical conditions), or sexual orientation (actual or perceived heterosexuality, homosexuality, or gender identity or expression), or any other class protected by federal, state or local law.

BA will not discriminate in any manner of employment against an employee because he or she is a member of the state military forces, National Guard or the United States reserves; nor will BA hinder or prevent an employee from performing military duty when ordered to do so. BA will not discriminate against or deny initial employment, reemployment, retention, promotion, or any benefit of employment to a person because that person is a member of, or has an obligation to perform service in, the state military forces, National Guard, United States reserves, or United States military.

Discrimination against any employee, guest, or applicant will not be tolerated. This applies to all of our employment practices, including, but not limited to recruiting, hiring, compensation, training, promotions and termination.

In keeping with our commitment to provide a work environment free of discrimination, we also maintain a strict policy against sexual or other unlawful harassment, including, but not limited to verbal, physical, and visual harassment.

As part of its policy of non-discrimination, Bell American Group prohibits any unwelcome verbal or physical conduct by a manager, supervisor, co-worker, customer, vendor, or supplier that disparages, threatens, intimidates, coerces, or shows hostility or dislike toward an employee because his or her race, color, religion, age, national origin, ancestry, gender, sexual orientation, disability, domestic violence victim status, genetic information, marital status, political affiliation, sex (including pregnancy, childbirth and related medical conditions), or sexual orientation (actual or perceived heterosexuality, homosexuality, or gender identity or expression) veteran or other military status, or any other status protected by law.

Examples of Harassment

This includes but is not limited to racial and ethnic slurs, and even acts that are intended to be “jokes” or “pranks” but that are hostile or demeaning with regard to any status or classification protected by this policy or federal, state or local law.

Examples of Prohibited Harassment

Prohibited harassment includes unwelcome sexual advances, sexual jokes or comments, requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature., for example, when: 1) submission to such conduct is made either explicitly or implicitly a condition of employment; or 2) submission to or rejection of such conduct is used as a basis for employment-related decisions such as promotion, discharge, performance evaluation, pay adjustment, discipline, scheduling, working assignment or any other condition of employment or career development; or 3) such conduct otherwise unreasonably interferes with work performance or creates an uncomfortable, intimidating, abusive, hostile or offensive working environment, even if it leads to no adverse job consequences.

Other examples of behavior or language that will be considered prohibited harassment are sexual innuendoes, sexually suggestive comments, sexual propositions, threats of a sexual nature, sexually suggestive pictures or objects, graphic commentaries or cartoons, suggestive or insulting sounds, leering, whistling, obscene gestures, unwelcome physical contact (including touching, pinching, rubbing), coerced sexual intercourse, and sexual assault.

Complaint Process

Any employee who feels that he/she is being discriminated against or harassed by a manager, supervisor, co-worker, customer, or supplier of Bell American Group should promptly report the facts of the incident(s) and name(s) of the individual(s) involved to his/her supervisor, the Area Director, the Bell American Group Human Resource Department or the Employee Hotline 1.800.837.3667 x1300. If you have any questions concerning this policy, contact the Human Resources department 1.800.837.3667 or 216.525.2775. You also should be aware that the Federal Equal Employment Opportunity Commission (“EEOC”) and other State agencies investigate and prosecute complaints of prohibited harassment in employment. The nearest office is listed in the telephone book or can generally be found online.

Confidentiality

Bell American Group will protect the confidentiality of the employee’s complaint to the extent reasonably possible and practicable for an effective investigation and resolution. An employee should also feel free to report such incident(s) anonymously by calling the Employee Hotline 1.800.837.3667 x1300.

No Retaliation

Bell American Group prohibits retaliation against anyone for reporting discrimination or harassment, assisting in making a discrimination or harassment complaint, or cooperating in a discrimination or harassment investigation.

Any employee who believes he/she has experienced or witnessed retaliation should immediately notify his/her supervisor, the Area Director, the Bell American Group Human Resource Department, or the Employee Hotline (1.800.837.3667 x1300). You can also contact federal, state and local agencies that handle these issues, like the EEOC, as discussed above.

Investigation and Corrective Action

All reports of inappropriate conduct, including retaliation, will be promptly and thoroughly investigated. To ensure that the investigation will be impartial, Bell American Group will use a manager, an Area Director, a Human Resources representative, a legal representative, or a combination of such persons to conduct the investigation. Bell American Group will act to ensure that any improper conduct ceases immediately, and that appropriate corrective action is taken to prevent the improper conduct from happening again.

Bell American Group will inform the complaining employee or guest of the resolution of the complaint as appropriate. If the investigation results in a finding that the complaining employee falsely accused another of discrimination, harassment or retaliation either knowingly or in a malicious manner, the complaining employee will be subject to the full range of corrective action, up to and including termination.

Any employee, including a member of management, who is found to have violated this policy, will be subject to the full range of corrective action, up to and including termination of employment.

**GUEST COMPLAINT PROCESS
(DISCRIMINATION / HARASSMENT)**

It is our policy and philosophy to treat our guests without regard to race, color, religion, national origin, or disability, or any other status or classification protected by federal, state and local law.

The Company has several avenues for guests to reports complaints, of all nature (e.g. injury, customer service), for internal handling. The Company also encourages all employees to report incidents of discrimination involving guests so that complaints can be quickly and fairly resolved.

In keeping with our commitment to provide an environment for our guests that is free from discrimination and harassment, all reports of discrimination and harassment towards guests will be promptly and thoroughly investigated. To ensure that the investigation will be impartial, Bell American Group will use a manager, an Area Coach, a Human Resources representative, a legal representative or a combination of such persons to conduct the investigation.

The investigator will contact the complaining party and/or guest to advise him/her of Bell American Group's policy that prohibits discrimination against our guests and that an investigation has commenced. The investigator takes steps as necessary to come to a determination as to whether Bell American Group's policy was violated. Bell American Group will inform the complaining party and/or the guest of the resolution of the complaint as appropriate.

Bell American Group will act to ensure that any improper conduct ceases immediately, and appropriate corrective action is taken to prevent the improper conduct from happening again. Any employee, including a member of management, who violates Bell American Group's Anti- Discrimination / Anti-Harassment policy, will be subject to the full range of corrective action, up to and including termination of employment.

CONFIDENTIALITY AGREEMENT

I understand that in the course of my employment with Bell American Group and its subsidiaries (BA) I may have access to and become acquainted with information of a confidential, proprietary or secret nature which is or may be either applicable or related to the present or future business of BA, its research and development, or the business of its customers. Such trade secret information includes, but is not limited to, devices, inventions, processes, compilations of information, records, specifications and information concerning customers and/or vendors.

I agree that I will not disclose any of the above-mentioned confidential information, directly or indirectly, or use them in any way, either during the term of my employment or at any time thereafter, except as required in the course of my employment with BA.

NON-SOLICITATION / DISCLOSURE AGREEMENT / ADMINISTRATIVE EMPLOYEES

In consideration of my employment by Bell American Group LLC ("BA") and other positions that I may subsequently hold with BA or any of its affiliated companies, I hereby agree as follows:

Confidential or Proprietary Information: I agree that, during or at any time after the period of my employment with BA, I will not disclose any confidential or proprietary information of BA or any business unit, division, parent, subsidiary, or affiliate of BA (collectively, the "BA Companies"), to any person, firm, corporation, association, or other entity (other than to authorized persons at the BA Companies) for any reason of purpose whatsoever, nor will I make use of any such confidential or proprietary information for my own purpose or for the benefit of any person, firm, corporation, or other entity except the BA Companies.

For the purposes of this Agreement, the term "confidential or proprietary information" shall mean any and all non-public information that any of the BA Companies and/or their employees, agents, and/or representatives have disclosed or may disclose to me, including but not limited to information related to: customers, prospective customers, vendors, personnel, recruiting, retention, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, data, strategies, plans, pricing, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof.

Non-Solicitation of Employees: During the term of my employment with BA or any of the BA Companies, and for a period of one (1) year after the conclusion of such employment, I will not solicit, divert, or attempt to divert from the BA Companies any employee whose services the BA Companies has enjoyed at any time during the one (1) year period immediately prior to my separation from BA or any of the BA Companies.

Non-Retention of Material: Upon conclusion of my employment with BA or any of the BA Companies, for whatever reason, I will promptly deliver to BA, and not keep or deliver to any person, firm, corporation, association, or other entity, all manuals, letters, communications, notes, notebooks, manuals, price lists, vendor lists, personnel information, reports, and copies thereof and any and all other materials of a confidential or proprietary nature relating to the BA Companies' business that are in my possession, custody, or control. I also agree not to retain any copies, duplications, reproductions, excerpts, or computer-generated copies of the foregoing materials.

Inventions/Developments: I agree to hold in confidence and to disclose to BA fully and promptly in writing, all inventions, improvements, discoveries, formulas, processes, technical information, systems, designs, trademarks, trade names, service marks, and suggestions relating in any way to the business of BA or the BA Companies, whether patented, patentable, or unpatentable ("Developments"), which, during the period of my employment by BA or the BA Companies are made, developed or conceived by me, either solely or jointly with others in the course of such employment or with the use of the BA Companies' time, material, or facilities, or relating to any subject matter with which my work with BA is or may be concerned, or relating to any challenges or problems arising in the BA Companies' business of which I have been or may become informed by reason of my said employment.

I hereby assign, and agree to assign to BA, or its designee, all my right, title, and interest throughout the world in and to any and all such Developments, and all intellectual property rights therein.

I agree to assist BA or its designee, without charge but at its expense, to secure BA's, or its designee's, rights in the Developments and any intellectual property rights relating thereto in any and all countries, including the disclosure to BA or its designee of all pertinent information and data with respect thereto, the execution of all documents that BA or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to BA or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Developments and any intellectual property rights relating thereto. I agree that my obligation to execute or cause to be executed any such documents shall continue during and at all times after the end of my employment with BA or any of the BA Companies, and until the expiration of the last such intellectual property right to expire in any country of the world.

Conflict of Interest: I agree, during my employment, not to participate as an employee, owner or part- owner in any manner whatsoever in any proprietorship, partnership, firm, corporation, or other organization or entity which directly or indirectly competes with any of the BA Companies, or has any business relationship with the BA Companies, or is engaged in a business relationship which conflicts in any way with the interest of the RBA Companies, without the express written authorization of the CEO of BA. This covenant shall not apply to the ownership of less than 1% of the outstanding securities of any BA competitor, customer, or supplier whose shares of stocks are traded on a nationally recognized stock exchange or over-the-counter market.

Termination of Employment: Nothing in this Agreement shall be construed to constitute an agreement or commitment of employment by BA or the BA Companies for any particular period of time or to limit in any way the right of BA, the BA Companies, or myself to terminate my employment at will. This Agreement supersedes and rescinds any and all employment agreements with BA or the BA Companies whether verbal, written, or otherwise expressed or implied. Termination of my employment with BA and/or the BA Companies shall not relieve me of any of my obligations in this Agreement, which continue in force and effect after termination of my employment.

Remedies Upon Breach: I recognize and acknowledge that in the event of any default in, or breach of any of the terms, conditions and provisions of this Agreement (either actual or threatened) by me, BA's remedies at law shall be inadequate. Accordingly, I agree that in such events, BA and/or the BA Companies shall have the right to specific performance and/or injunctive relief, in addition to any and all other remedies and rights at law or in equity, and such rights and remedies shall be cumulative.

Waiver: Failure to insist upon strict compliance of any of the items, covenants, or conditions contained in this Agreement shall not operate as a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more time be deemed a waiver or relinquishment of such right or power at any other time.

Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, then the unenforceable provision shall be severed, and the remainder of this Agreement shall be enforced as though the unenforceable provisions were not included.

Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, and successors as well as BA's and/or the BA Companies' divisions, subsidiaries, affiliates, and assigns. I acknowledge that I may not assign any of my rights or delegate any of my duties under this agreement.

Applicable Law: This Agreement shall be construed according to the laws of the State of Delaware, without giving effect to the principles of conflict of laws.

General: This Agreement contains the entire understanding of the parties relating to the subject matters addressed herein, and supersedes any prior agreements. This Agreement may not be amended, modified, or waived except in writing by myself and an authorized Officer of BA.

DRUG FREE WORKPLACE POLICY AND POST-ACCIDENT DRUG TESTING PROGRAM

I acknowledge and agree to the following:

I understand that the Bell American Group supports a Drug-Free Workplace Policy, which prohibits the use, control, possession, manufacturing, distribution, dispensing or sale of prohibited substances, or an attempt to engage in any of these activities on Company premises or while Conducting company business . The phrase "prohibited substance" shall include any and all forms of controlled and/or illegal substances of any kind whatsoever, drug paraphernalia, legal drugs obtained illegally, prescription drugs used in an unprescribed manner. This includes substances that may be legal under state law, but remain illegal under federal law, including but not limited to the recreational and medical use of marijuana.

I understand I may be required to submit to a drug test as a condition of continued employment if my employer has probable cause and/or a reasonable basis to suspect that I am under the influence of a prohibited substance. I understand that refusal to submit to such a required drug test will result in termination of my employment. Drug tests that are returned with positive results will also be subject to termination.

I understand that if I am injured on the job and my injury requires medical attention (as determined by myself or by my supervisor), and if my manager has probable cause and/or a reasonable basis to suspect that the I am under the influence of a prohibited substance, Bell American Group reserves the right to require that I submit to an immediate drug test unless the injury requires immediate attention. In that case, I understand that I must return as soon as treatment is completed to complete a drug test. I also agree and acknowledge that, in addition to being subject to drug testing, my person and personal property can be searched as set forth above in this Policy.

I hereby give my permission to any physician, laboratory, hospital, or medical professional that has been authorized and designated by the Company for such purposes, to receive and release the results of any tests authorized under this Policy to the Company, its Workers' Compensation insurance carrier and anyone else with a lawful right to be informed of such results.

PROGRAM WAIVER - RELEASE OF LIABILITY

Each team member must have a signed (electronically) Program Waiver on file with BA prior to departure for an off-site event, such as a retreat, meeting or company-sponsored outing/picnic.

I understand that certain activities in which I might engage while attending an event such as those described above may pose risks to my person and property. Specifically, my actions and activities in non-company sponsored activities and events may result in injury or loss of property.

I also understand that accidents can be caused by my action, my physical condition and/or external conditions beyond my control or the control of Bell American Group LLC. Therefore, I expressly assume all risk associated with participating in any such activities, and I agree to comply with all instructions, rules and regulations provided in connection with participation in company-related activities.

In consideration of my participation in any off-site event and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I relieve and release Bell American Group LLC and its divisions, subsidiaries, affiliates, assigns, present or former team members and agents from any and all claims, demands, losses and liabilities of any nature that I or anyone else may assert now or in the future, including but not limited to claims for injury, death, illness, property damage or any other damage or loss sustained in connection with my participation in any such activities, including claims based on negligence.

This release is binding on my estate, heirs, administrators and assigns and is governed by the laws of Ohio. I have carefully read the foregoing liability release, understand its contents, and am signing this release with full knowledge of its significance.

AUTO SAFETY POLICY

On occasion, team members may need to use their personal vehicles for business purposes, i.e. to make a bank deposit, purchase supplies, or travel to a nearby BA owned restaurant. BA cares about its team members and wants to make sure that no one is injured or killed in a tragedy that could have been prevented by following safe driving rules. Therefore, when using personal vehicles for business purposes, team members (salaried and hourly) must comply with the following safety policies and procedures:

Seat Belts: team members must wear seat belts when driving any vehicle on company premises or while on company related business. All occupants must wear seat belts.

Cell Phones & Handheld Devices: except in the case of an emergency, team members may not use cell phones or other handheld devices while driving for any reason (telephone calls, texting, GPS, etc.) unless the device is enabled for hands-free talking and listening and is used in that manner. State laws that impose stricter prohibitions must be followed.

Motorcycles: team members may not drive or be a passenger on a motorcycle when conducting company related business.

Auto Insurance/Registration: team members who use their personal vehicles to conduct company related business must comply with the minimum car insurance requirements of the state in which the team member resides. All vehicles use for company related business must meet current state registration/inspection standards.

Valid Drivers' License: team members who use their personal vehicles to conduct company related business must possess a valid drivers' license.

Safe Driving: AGMs and RGMs may be required to occasionally drive their personal cars to conduct company business, such as to attend meetings, classes and obtain product from other stores. To ensure the safety of our employees and the publics, AGMs and RGMs must maintain a valid Drivers' License as a condition of their employment with the Company. Mileage and other such expenses incurred related to driving necessitated by company business will be reimbursed in accordance with applicable state and federal law, and company policy.

Drug-Free Workplace Policy: operating a motor vehicle while under the influence of drugs or alcohol is a violation of the law. Team members must comply with BA's Drug-Free Workplace Policy when conducting any company related business.

WORKER'S COMPENSATION POLICY

As a manager, I understand that I am responsible for enforcing all procedures related to Bell American Group's Worker's Compensation policy. I understand that I am responsible for completing the documents and directing the injured team member.

1. Anytime a team member is injured, I must immediately call the Nurseline. I will require the team member to provide a statement to the triage nurse. If it is necessary for the team member to immediately leave the store for treatment, I will provide him/her with the Nurseline phone number to call following medical care. I will subsequently call the Nurseline prior to the end of my shift and open a claim.
2. I must record the reference number on the accident report.
3. I must complete the accident report prior to the end of my shift and fax it to the number printed on the top of the report.
4. I must record the team member accident in the MIC planner.
5. I must instruct the team member that he/she must return any doctor's notes to the store within 24 hours of the writing of the letter. I will forward these documents to the Risk Management department (fax number found on the accident report).
6. If I cannot find any of the necessary documents, I understand that I must immediately call my immediate supervisor for instruction.

I understand that if I do not follow this process, I can be disciplined up to and including termination.

CASH HANDLING

When you are assigned a cash drawer, you are accountable for the money in the drawer and the sales you ring up. You are not required to make up cash shortages.

Follow these rules when assigned a drawer:

At the Beginning and End of your shift while still clocked in:

- Service Champion and MIC (Manager in Charge) are responsible for counting and verifying Service Champion's cash drawer.
- Service Champion should not allow anyone to count their drawer if they are not present.
- Count the amount of cash in the drawer.
- At the beginning of your shift, sign the Cashier Acceptance Form if the amount is correct. Notify MIC if the amount is not correct.
- At the end of your shift, sign the Cashier Acceptance Form after verifying the amount of cash in the drawer with your MIC and yourself.
- Service Champion should not leave or clock out without counting their drawer.

During your shift:

- Complete one transaction at a time.
- Never make change between cash drawers.
- Don't allow anyone to use your cash drawer, including management. Likewise, don't use another team member's cash drawer.
- Prior to going on lunch or break, ensure with MIC that your drawer has been suspended and exchanged for the drawer that will be used while you are off the clock.
- If you need change in your drawer, ask MIC for change.
- If a team member needs change in his/her drawer, refer team member to MIC for change.
- If a guest presents a large bill (\$50 or more), ask MIC to verify the bill by validating through the Brinks/Loomis safe.
- All \$20 bills need to be dropped into the safe and should not stay in the drawer.
- If a guest challenges the change you returned, notify the MIC immediately.
- If cash handling practices are not being followed, notify your manager or Human Resources.

Internal theft does not always take the form of cash shortage. To assist in the detection of internal theft, parameters around cash shortages, over rings, deletions, voids, etc. have been established.

Cash +/-	≤ 0.20%
Deletions	≤ 3.00%
Employee Meals	≤ 1.10%
Over ring/Voids	≤ 0.25%

All team members who exceed the Cash Policy Parameters are in violation of the BA Cash Handling and Internal Theft policy and may be subject to disciplinary action up to and including termination of employment and possible legal action.

CASH POLICY FOR MANAGERS

Biometrics must be enabled on every register at all times. If Biometrics is not enabled, or not functioning correctly, you must notify your AC or your RSM.

A full safe audit must be completed prior to any manager taking over a shift. This includes the change fund, and cash drawers. All audits must be recorded in eRestaurant under Cash Office exactly as you counted it and signed for by the manager in charge. Both managers must be present during the safe audit at any shift change (Manager and witness when two MICs are not present). A full safe audit must be conducted a minimum of three times a day. Anytime the safe is short, you must immediately notify the RGM and the Area Coach. The Area Coach must be notified the same day the shortage is found.

All team members should start with a clean register drawer. The team member must count the drawer and the count should agree with that of the manager. If the manager does not have the team member count the cash drawer, then that manager will assume all responsibility for the outcome of that drawer. All cash drawers must be closed and counted before the cashier leaves the building. The cashier should feed the money from their drawer into the safe after pulling out the start-up bank and leaving that amount in the drawer. The safe will print out a ticket that designates the total deposited. This should be presented to the MIC for verification. After completion of the cash audit, the manager will enter the totals into eRestaurant, and the system will validate any over/short situations. All over/short issues should be recorded on the notes page for the day in the food safety book and reported to the RGM.

At each register change, the manager must verify all team member meal/manager meal receipts and, credit card receipts over \$25.00. The MIC should verify all necessary signatures are present for all team member meal/manager meal receipts and, credit card receipts over \$25.00 and refunds. All receipts should be stapled to the shift close tapes from each drawer pulled. All Cashier Reports are subject to a complete audit by the Area Coach or Market Coach. Failure to have supporting documentation for refunds or discounts will result in disciplinary procedures up to and including termination.

Opening manager must staple the safe drop tickets from the previous day to the daily safe report once it is reviewed and balanced.

Managers are responsible for the security of their passwords and safe codes. We do not share passwords or safe codes for any reason. Passwords should be changed anytime there is a security breach at the store, or if the locks are changed.

Opening manager must staple the safe drop tickets from the previous day to the daily safe report once it is reviewed and balanced.

In the event you receive a bill that cannot be fed into the safe, immediately notify your RGM or AC.

BANKING PROCEDURES

What happens when the safe is down?

- Call your designated safe company and report the problem. The phone number should be found on your safe.
- Notify your Area Coach and let them know the date and time of your call to the safe company. The AC will notify the MP/DO.
- Area Coach will notify the cash management team of the issue with the safe and the time and date the service call was placed.
- Deposit all funds in the store's inner safe.
- If safe is not repaired by the end of the day, leave the funds in the inner safe and continue to drop funds to the inner safe.
- In the event the safe is not repaired timely, the Area Coach may need to take the funds to the bank. Only the Area Coach is authorized to remove deposits from the building.

How do we handle funds that need taken to the bank?

- All funds must be placed in a Taco Bell bag and hand to the AC through the drive thru window.
- When funds/change is brought back to the store, it must be handed back through the drive thru window.
- No funds should ever be carried out of the store to the AC's car – funds can only be passed through the drive-thru window.

What is the process if change is needed from the bank?

- All money must be passed through the drive thru window in a Taco Bell bag.
- Money must be passed back through the window when returning from the bank with change.
- Money is never carried out to the parking lot or back into the store.

What happens when a change order is received?

- The order must be validated to ensure the amount is correct.
- The order must be placed in the safe.
- The cash to pay for the change order should be removed from the safe and dropped in the feeder safe. This must be completed within 24 hours of receiving the change order.
- When the funds are dropped the manager should be using the code that designates a change order.

Basic Cash Policy violations that could result in documentation:

- Managers not validating the safe and not sharing safe shortages with your Area Coach.
- Not ensuring any bills over \$20.00 are dropped immediately.
- Not ensuring all \$50.00 and \$100.00 bills are dropped into the safe prior to accepting them.
- Not counting cash drawers down prior to the cashier leaving their shift and starting their shift.
- Managers sharing their keys or codes with anyone.
- Managers leaving money unattended in the office or on the front counter.

CREDIT CARD HANDLING

All credit card numbers obtained during daily course of business are required to be truncated on the customer and store receipts – the full number is not to be shown on any receipt. It is against the law to copy or otherwise obtain customer credit card data for any reason. All customer credit card receipts will be secured in the Daily Control Envelope (DCE). The customer credit card receipt should be placed in the credit card envelope after the register has been audited and secured in the office either behind a locked door or in a locked file cabinet.

If a customer leaves their credit card in the restaurant, it should be given to the Restaurant General Manager immediately.

SECURE PAY DEVICE INSPECTION PROCEDURES

This procedure provides details on how Taco Bell Secure Pay Devices must be checked for substitution or signs of tampering. This is to maintain compliance with Payment Card Industry Data Security Standard (PCI-DSS) Requirement 9.9.

This procedure applies to all Secure Pay Devices in all Taco Bell restaurants and must be performed routinely on a daily basis. After each inspection, the RGM/MIC is required to enter on Zenput to show that each Secure Pay Device specific to the store has been inspected.

Step 1: Check for Substitution

Find Secure Pay Device's serial number on the affixed label, and ensure it matches up with the corresponding register on the *Secure Pay Device Inventory*.

Step 2: Check for Tampering

Inspection Procedure for Secure Payment Devices.

NOTE: If your restaurant has Secure Payment, you only need to conduct an inspection on your Secure Payment devices. You do not need to inspect your POS registers.

1. Front Counter Devices (MX915)

- a. Inspect the front-counter MX915 devices for any signs of tampering or anything that may be added to the device, paying particular attention to the mag-stripe reader and the EMV chip card slot.
- b. Inspect the back of the device to ensure that there is nothing attached to the back of the device.
- c. Inspect the comm-box underneath the counter to ensure that the only cables coming out are the power cable, and the network cables to the POS and to the network outlet.

2. Drive-thru devices (VX805)

- a. Inspect the drive-thru VX805 devices for any signs of tampering or anything that may be added to the device, paying particular attention to the mag-stripe reader and the EMV chip card slot.
- b. Inspect the breakaway cable and ensure that it is securely fastened.
- c. Inspect the comm-box underneath the counter to ensure that the only cables coming out are the power cable, and the network cables to the POS and to the network outlet.
- d. Locate and inspect the backup drive-thru device using the same steps (a-c)

SECURE PAYMENT TERMINAL INSPECTIONS

The security of our payment terminals is critical to protect our customers debit and credit card information.

You must comply with the following:

- Immediately report any signs of tampering.
- Check ID of anyone asking to work on the devices.
- Stop and report any suspicious activities.

Everyday check for signs of tampering:

- Missing or loose screws.
- Missing labels or cracks.
- Skimmers on the swipe.
- Extra cables or wires.

Once a week check for signs of substitution:

- Compare serial number with store records.
- Compare label (if attached) to manufacturer serial number.

ANTI-CORRUPTION POLICY FOR FLYNN RESTAURANT GROUP L.P.

In the rare instance, your position at FRG may expose you to financial transactions where concerns for bribery or some element of corruption may arise. If this happens the following guidelines will help you recognize and handle such situations. If any question exists as to the legality of any contemplated conduct or transaction on FRG's behalf, you should refer this matter to FRG's Legal Department Legal@flynnrg.com, before engaging in the conduct or transaction.

- Bribery and/or financial "kickbacks" could arise depending on your activities with certain public officials or other commercial entities.
- Money laundering from or for illegal activities could unknowingly occur in financial transactions you are involved in on FRG's behalf.
- State and federal laws prohibit bribery and business activities relating to money laundering, and treat them as criminal activity. Accordingly, FRG prohibits such conduct.
- Any transaction in which \$10,000 in **cash** or more is utilized, must be reported to FRG's Legal Department or Chief Operating Officer.
- If you know of or suspect corruption or bribery violations or other misconduct, or if you observe something that does not seem right, report your concern to your supervisor. If you are not comfortable reporting the conduct to your supervisor or you do not get a satisfactory response, you should contact the Legal Department or Chief Operating Officer or submit your concern by calling the team member hotline: 1-800-837-3667, x1300.
- All questions and reports of known or suspected violations of the law or company policy will be treated with maximum sensitivity and discretion. Confidentiality will be protected to the fullest extent possible, consistent with applicable law. Retaliation is strictly prohibited against any person who, in good faith, seeks help or reports known or suspected violations of company policy or the law.

PAYMENT CARD SECURITY

Flynn Restaurant Group takes credit card security very seriously. It is the intent of the company to be in full compliance with laws and regulations created to protect our guest credit information. Credit card security practices are critical to all Team Members. The following policies and practices will be enforced at all restaurants.

- All credit/debit card information is confidential. Once a server swipes or inserts a credit/debit card for payment, that card should be immediately returned to the guest.
- Credit/debit card information should not be emailed or faxed.
- Processing of guest credit/debit cards for payment will only be done on payment systems that are approved by Flynn Restaurant Group and meet current PCI guidelines regarding storage and transmission of sensitive data.
- Any paper document that contains full credit/debit card information must be secured in the safe until it can be destroyed. POS systems have been updated to ensure that full card numbers are not available on printed documentation. If your restaurant contains any documents that have full credit card numbers, refer to the storage procedure for Unit Storage Procedures for Crash Kit Receipts.
- The office door should always remain locked when a manager is not present. No persons should be left in the office unattended.
- Any Team Members who is retaining card information for illicit purposes will be prosecuted to the full extent of the law. If any external party solicits card information, it is the Team Members responsibility to report such solicitation to their managers as well as the authorities.
- If a customer credit card is left in the restaurant, it should be immediately turned over to the manager and locked in the safe. The manager should place the card in an envelope, the card holder name and date should be placed on the front of the envelope. The envelope should be sealed, with the managers' initial and the initials of the server/team member who originally located the card. The process should be included in the unit's daily log. If at the end of the 3rd business day, the card has not been recovered by a guest, the issuing bank should be contacted. The instruction of the issuing bank should be followed at that time. The instructions and actions should be logged in the unit's daily log with the names of the individuals involved in the notification process.

CODE OF CONDUCT AND INTERNET / SOCIAL MEDIA

With the proliferation of social media sites such as Facebook, Twitter, and the like, BA would like to issue this reminder regarding our team member conduct policy and clarify how it applies when writing, posting, commenting or otherwise communicating on the internet.

BA fully respects the legal rights of our team members. In general, what you do on your own time is your affair. However, activities in or outside of work that affect your job performance, the performance of others, or BA's business interests are a proper focus for company policy.

The Code of Conduct contained in this handbook outlines specific behavior that will not be tolerated by the company, including but not limited to, unlawful harassment and conduct that threatens security, personal safety, team member welfare and Company operations. As the Code of Conduct applies to the internet and social media, please observe the following rules:

Refrain from posting items that could reflect negatively on BA, its customers, suppliers, managers or team members.

You may disagree with company actions, policies or management and discuss your wages and other conditions of employment in your postings, but such communications must not be abusive or threatening. Linking to statements, pictures or otherwise indirectly communicating abusive or threatening materials on a website, Facebook, Twitter, or other personal account on the internet is also prohibited.

Statements about BA, its customers, suppliers, managers or team members that contain recklessly or maliciously false accusations, ethnic slurs, threats, personal insults, obscenity, harassing comments, pornography, private information (this includes information about or pictures of a guest check) or sexually explicit references may result in discipline up to and including termination. Linking to statements, pictures or otherwise indirectly communicating such information on a website or personal social media account may also result in discipline up to and including termination.

Confidential information should not be disclosed. While you may discuss your wages and other terms and conditions of employment, you may not disclose unrelated and non-public items including, but not limited to, BA's business and financial information, proprietary information, trade secrets or information that could compromise company or team member security. If you are not clear on what information is prohibited by virtue of being confidential, please ask your manager or call the team member hotline at 800-837-3667, ext. 1300. Also, BA encourages you to honor the privacy rights of your coworkers by seeking their permission before writing about or displaying internal company happenings that might be considered to be a breach of their personal privacy and confidentiality.

Remember that your managers, Human Resources Manager and the confidential team member hotline (800-837-3667, ext. 1300) are available to you if you have issues in the workplace. We encourage you to take advantage of these resources.

BELL AMERICAN GROUP HEALTH AND ILLNESS POLICY

Management Responsibility

Management must monitor team member health closely. Any Team Member who is ill must be sent home immediately to minimize the risk of contamination to food and Customers. If the Team Member mentions "hepatitis" or any other communicable disease¹, management must immediately report this to their Above Restaurant Leader and to the TACO BELL Quality Assurance Hotline (800.767.5147).

While Employed

Food safety is every team member's responsibility! Stay home if you are ill! Team Members who are sick can infect Customers or other Team Members and the potential to contaminate food greatly increases when you are ill. Do not come to work if you have any foodborne illness, a communicable disease or one or more of the following symptoms:

1. Sneezing or coughing excessively
2. Sore throat with fever
3. Vomiting or nausea
4. Diarrhea² or loose stools (any change in normal bowel movements), light-colored feces, dark-colored urine (cola or tea colored)
5. Jaundice (yellowish eyes or skin)
6. Exposed, infected, and/or weeping/pustular cuts/lesions on the face, neck, hands, arms or scalp, which cannot be adequately covered with a blue bandage and glove and could possibly cause product contamination. Common facial acne is not considered in this

Note: Chronic Symptoms

If your symptoms are from a chronic or non-infectious condition such as pregnancy, Crohn's Disease, Irritable Bowel Syndrome, etc., you must provide a note from your physician to the RGM to keep on file so that you may continue to work during times when you experience symptoms of this condition.

Team Members must inform the Manager in Charge if they are diagnosed with:

1. Norovirus³
2. Hepatitis A virus
3. Shigella
4. Escherichia coli (E. coli) (STEC, EHEC and O157:H7)
5. Salmonella (All Types)

Team Members diagnosed with any of the above five listed diseases or any other foodborne illness/communicable disease must remain off the work schedule until released by a physician. This situation must be immediately reported to the TACO BELL Above Restaurant Leader and to the TACO BELL Quality Assurance Hotline (800.767.5147).

Important! If you are ill with vomiting and diarrhea, you MUST stay home for an additional 48 hours after your symptoms have ended to reduce the change of bringing your illness into the Restaurant.

¹A communicable disease can be transmitted from one person to another either directly or indirectly (i.e., foodborne).

²Diarrhea is defined by the regulatory/medical community as having loose stools 3 times within a 24 hour period.

³Norovirus (NoV) has previously been named Norwalk virus or Norwalk-like virus or "SRSV" small round structured virus).

TECHNOLOGY USE POLICY

Technology is critical to our business, but we must use it smartly. Networks, messaging platforms, the Internet, smartphones, tablets, laptop computers and portable storage devices have become useful tools to meet the business needs at the Flynn Restaurant Group LP (FRG), which includes Apple American Group LLC (AAG), Bell American Group LLC (BA), Pan American Group LLC (PA) and RB American (RB) (collectively AAG, BA, PA and RB are herein referred to as FRG or Company). However, systems and devices are especially susceptible to misuse, abuse, loss, theft, hacking, and the distribution of malicious software. As technology continues to advance, it is necessary as outlined below to identify and implement guidelines to best protect FRG's Systems.

Critically, if you learn of a data breach exposing confidential information (e.g., lost, stolen or improperly accessed laptop/smartphone/portable storage device [hacking or data compromised in any way]), you must immediately inform IT@flynnrg.com and Risk@flynnrg.com (see 2.4 below).

1.0 Technology Systems, Software, Messaging and Internet Acceptable Use

1.1 Purpose/Scope

This policy covers appropriate use of FRG's computer and information systems, which includes but is not limited to, Mobile Computing Devices (e.g., laptops, tablets, smartphones, including both FRG owned and Personal Devices [see section 3.0]), software, hardware, portable data storage devices (e.g., memory sticks, thumb drives, DVDs, etc.), messaging servers/platforms, (e.g., email/instant messaging) networks, and the Internet (collectively "Systems"). This policy applies to all FRG team members, consultants, vendors, contractors, and all others ("Users") who access FRG's Systems.

1.2 FRG's Systems

FRG's assets include all equipment and resources, including but not limited to, computer equipment, technology, licensed software, tablets and smartphones provided to you to access/use its Systems for conducting business. All such hardware, software, and all Flynn business related information and/or data using such hardware and software remain FRG's property at all times.

Any non-FRG owned hardware and/or software intended for a legitimate business purpose must be reviewed, approved, and installed by an Information Technology Department (IT) representative.

1.3 Messaging Usage

FRG provides different messaging platforms to support its team members, operators, and its administrative functions. Restaurant level messaging, as much as possible, should be sent from the restaurant's computer (as opposed to a smartphone). Use of smartphones to access FRG messaging systems by all other Users requires IT's approval of the device.

1.3.1 No Messaging While Driving

FRG has a zero-tolerance policy for messaging of any kind while driving and permits only hands-free talking while driving. Phone usage must be via hands-free method. You must also comply with all state and local laws that may further restrict messaging or other device use while driving.

1.4 Internet Usage

- For restaurants/cafés, a list of allowed websites is maintained in each FRG market. Those lists have been created by Market management and IT to ensure access to only safe websites necessary for performing daily business. Restaurants may request access to specific websites by clicking on a link in the Block Page, which sends a message to IT. If IT determines the requested site is safe and legitimate, then the restaurant's Area Director/Coach or Market President must approve the site as necessary for business. Once approved, the site is added to the allowed list.

1.5 Acceptable/Unacceptable Use

FRG's Systems and Personal Devices accessing FRG's Systems may be used for incidental, personal purposes provided that such use does not:

- Directly or indirectly interfere with the operation of FRG's systems
- Burden FRG with incremental costs
- Interfere with the User's employment or other obligations to FRG

- Violate Flynn’s team member manual/handbook and other guidelines
- Store or transmit proprietary information belonging to another company
- Involve sending FRG information to the User’s personal e-mail account
- Harass others
- Engage in outside business activities
- Transfer or store Personally Identifiable Information of FRG team members (defined below in 2.2) or other FRG confidential information.

The following additional guidelines must be followed when using FRG’s Systems and Personal Devices accessing FRG’s Systems:

- FRG prohibits nonexempt team members from using FRG Systems or using Personal Devices to access FRG Systems to perform work during nonworking hours.
- FRG’s Systems and Personal Devices accessing FRG’s Systems shall not be used for unlawful purposes or storing or transmitting obscene or offensive materials, including but not limited to the creation or distribution of any unlawful, disruptive, threatening or offensive messages, including pornography and offensive comments about race, gender, disabilities, age, sexual orientation, religious beliefs and practices, political beliefs, national origin or any other classification protected by federal, state or local law.
- FRG cannot protect Users from receiving messages they may find obscene or offensive. Users receiving obscene or offensive materials must immediately notify Human Resources of the receipt of the material to determine how best to address the response, retention or destruction of the materials.
- Unless permitted by your group supervisor, the following apps/programs are not allowed to be stored or otherwise transmitted on FRG’s systems: iTunes, streaming music, SnapChat, Instagram).

2.0 Security/System Confidentiality

System Users and Users of Mobile Computing Devices must diligently protect the Systems and Devices from loss and disclosure of information belonging to or maintained by FRG. Before connecting a Mobile Computing Device to FRG’s Systems, Users must ensure that IT has previously approved the Device.

2.1 Password Requirements

Users are required to have strong Passwords for programs accessing FRG’s Systems (e.g., Citrix) and all Devices. Password creation/protection:

- All programs (e.g., Citrix) and Mobile Devices accessing FRG’s Systems require passwords that are reasonably complex and difficult for unauthorized people to guess.
- All passwords must be changed regularly, e.g. every six months.
- Default passwords — such as those created for new team members when they start — must be changed as quickly as possible.
- Sharing user accounts or passwords for company systems is prohibited

2.2 Personal/Confidential Information Belonging to FRG

Users shall not transmit or store *Personally Identifiable Information* of FRG’s team members or otherwise belonging to FRG on any Mobile Computing Device and/or portable storage device. *Personally Identifiable Information* includes but is not limited to: first name and last name or first initial and last name in combination with any one or more of the following data elements: (a) Social Security number; (b) driver’s license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, passwords or any known confidential information.

Any Personally Identifiable or confidential information should be accessed remotely through FRG’s servers and not downloaded or maintained on any mobile or portable storage devices. Personally Identifiable and/or confidential information can only be stored on devices if it is absolutely necessary for FRG’s business purposes. Using, transmitting, sharing or storing Personally Identifiable Information must be pre-approved by a Department Head or Market President (if for operations). Devices that contain confidential, personal, or sensitive FRG information must be password protected and use encryption or equally strong measures to protect the stored data. See IT for help with this if necessary.

2.3 Confidentiality

System confidentiality cannot be assured. Such confidentiality may be compromised by applicability of law or policy, including this policy, by unintended redistribution, or because of inadequacy of current technologies to protect against unauthorized access. Sound professional practices must be utilized for the security of Messages, data, application programs, and system programs. Users understand that he or she has no expectation of privacy or security in his or her use of Flynn's Systems and that FRG may filter content or otherwise restrict or limit access.

2.4 Immediately Report Lost, Stolen, Hacked Devices or Email Scams

When a loss, theft, or other security incident occurs to a Device (such as an email scam or phishing) which in any way exposes FRG business information, it must be reported immediately to the Network Security Administrator, or email IT@flynnrg.com and Risk@flynnrg.com.

3.0 Bring Your Own Device (BYOD) Policy

FRG grants Users the privilege of choosing, purchasing and/or using smartphones and tablets for their convenience to access FRG's Systems, i.e. a Personal Device. Personal Devices are subject to all the policies expressed herein. While the Personal Device remains the property of the individual, all FRG related business information, data and/or technology on the device remains FRG's property.

3.1 Devices and Support

- Personal Devices can never be connected to the restaurant BOH server. The Systems are monitored daily for any device accessing the BOH server.
- While IT will take every precaution to prevent User's personal data from being lost in the event it must remote wipe a device, it is the User's responsibility to take additional back-up precautions.
- FRG reserves the right to access all Personal Devices accessing its Systems if necessary for the purpose of confirming compliance with the policies herein, including "Monitoring, 4.1 below, or in investigating claims or litigation.
- At the end of employment, User shall provide the Personal Device to the Information Security Administrator to confirm removal of any company information.

3.2 Reimbursement

- FRG will not reimburse Users for the following charges absent advance written approval: roaming, plan overages, etc.
- FRG will comply with state or local laws regarding reimbursement of charges for personal devices used for business.

4.0 Policy Compliance

4.1 Non-Compliance/Violations

FRG reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy. For FRG's protection and all concerned Users, suspected violations of the policy should be reported promptly to your immediate supervisor or the Information Security Administrator.

4.2 Monitoring

Users shall have no expectation of privacy in anything they store, send, or receive on FRG's Systems or Messaging platforms. FRG may monitor all Systems and messages without prior notice. IT representatives routinely conduct audits of all FRG Systems for software compliance and to detect and remove viruses. Illegal or unauthorized software will be removed.

4.3 No Waiver of Rights

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws.

POSITION DESCRIPTION

Assistant General Manager

As an Assistant General Manager, you will support the Restaurant General Manager (RGM) by inspiring the team in reaching restaurant goals. Takes ownership and responsibility for the restaurant in the absence of the RGM. Motivates the team to stay focused and grow to their potential.

Essential Core Competencies and Responsibilities

Supports High Performing Teams

- Utilizes recruiting resources to support the RGM in achieving staffing, training and retention goals
- Assists the RGM in building the team with internal development utilizing the Roadmaps
- Participates in interviewing and selection of team members and shift leaders
- Supports RGM with the Work Environment Survey actions

Fanatical about Training

- Leverages the tools and processes
- Supports RGM in the training and development of the team
- Focuses on New Hire Survey to help improve retention and turnover
- Implements One Source training
- Provides on-going positive and constructive feedback

Decision Making and Problem Solving

- Makes decisions based on facts, not emotion and takes ownership over their decisions
- Seeks to understand issues and provide effective solutions
- Diffuses conflict with team members and guests

Planning and Deployment

- Reviews the WIN document to create plans for each shift
- Follows the opening and closing Playbook to ensure restaurant is set up for success
- Sets up deployment correctly using the team members training and skill set
- OYZ and MIC cards are used

People First

- Lives the Gold Card Culture
- Fosters an environment of personal accountability
- Ensures Excellence while empowering the team to OWN IT
- Regularly recognizes and shows appreciation for the team

Effective Coach

- Effectively provides ongoing positive and constructive feedback to the team
- Motivates and inspires the team to excel in their performance
- Provides feedback to team members on assigned tasks
- Adapts coaching style to fit the situation

Delivers on Team – Guest – Financial Results

- Team Metrics
- Guest Metrics
- Financial Metrics

Qualifications/ Requirements

- 1-year of restaurant manager experience, quick service preferred
- Must provide proof upon hire of legal status to work in the United States
- Ability to work 50+ hours a week, including late nights and weekends (Open availability required)
- High school diploma or equivalent
- Valid driver's license and access to personal vehicle
- ServSafe Certification
- Positive, energetic team player with strong guest service skills
- Strong analytical, decision making and conflict resolution skills
- Effective oral and written communication skills
- Follow cash handling, safety and security
- Knowledge of and compliance with Human Resources policies and procedures
- Ability to lift up to 50 lbs.
- Bending, reaching, carrying and stooping

- Ability to stand and walk for a 10-hour work shift

The AGM is responsible for performing the essential responsibilities of this position with or without reasonable accommodation. The AGM should notify Bell American Group of any reasonable accommodation requests and may need to provide supporting medical documentation. This job description may not list all duties for this position and the AGM in this position may be required to perform other duties to meet business needs. Bell American Group LLC reserves the right to revise this job description at any time. This job description is not a contract for employment and either the AGM or Bell American Group, LLC may terminate employment at any time.

Restaurant General Manager

Leader of a multi-million-dollar business with total operational and financial responsibility for an individual unit. Performs hands-on work to train team members, responds to guests needs and model appropriate behaviors within the restaurant. Provide the overall leadership; recognize and motivate all team members; coach and train the team for operational excellence.

Essential Core Competencies and Responsibilities

Building High Performing Teams

- Properly trains team for success in their role
- Connects team to appropriate development opportunities
- Utilizes bench planning
- Develops team for success by using the Roadmaps for future leader's development
- Responds to the Work Environment Survey with Actions
- Restaurant is at correct staffing goals for both team and managers

Team First/People Savvy

- Maintains an open-door policy with team
- Understands and upholds HR policies and standards
- Creates a safe and supportive work environment for the team
- Uses the Team Communications to deliver news to the team
- Delivers a positive first day experience and Orientation/On-boarding

Coaching & Development

- Has a deep understanding and ability to coach all key systems
- Tailors coaching techniques based on the needs of the individual
- Provides feedback on execution of assigned tasks

Service Oriented... Delivers the Big 4

- Models a Safe, Friendly, Fast and Clean experience for every guest, every time
- Uses the Make-Up process to ensure highly satisfied guests
- Executes Smile, Greet and Thank
- Ensures team is executing Food Safety and CORE standards

Strengthens Culture

- Builds a winning team
- Rallies the team to achieve goals
- Able to connect the team to a larger purpose
- Celebrates the Gold Card
- Knows what winning looks like

Exhibits Financial Acumen

- Understands Key Performance Drivers for the restaurant
- Can do root cause analysis and create action plans to drive results
- Keeps team informed on key priorities
- Coaches constantly to maximize results

Delivers on Team – Guest – Financial Results

- Team Metrics
- Guest Metrics
- Financial Metrics

Qualifications/ Requirements

- 2 years of restaurant management experience, quick service preferred
- Must provide proof upon hire of legal status to work in the United States
- Ability to work 50+ hours a week, including late nights and weekends (Open availability required)
- High school diploma or equivalent

- Valid driver's license and access to personal vehicle
- ServSafe Certification
- Positive, energetic team player with strong guest service skills
- Strong analytical, decision making and conflict resolution skills
- Effective oral and written communication skills
- Follow cash handling, safety and security
- Knowledge of and compliance with Human Resources policies and procedures
- Ability to lift up to 50 lbs.
- Bending, reaching, carrying and stooping
- Ability to stand and walk for a 10-hour work shift

The RGM is responsible for performing the essential responsibilities of this position with or without reasonable accommodation. The RGM should notify Bell American Group of any reasonable accommodation requests and may need to provide supporting medical documentation. This job description may not list all duties for this position and the RGM in this position may be required to perform other duties to meet business needs. Bell American Group LLC., reserves the right to revise this job description at any time. This job description is not a contract for employment and either the RGM or Bell American Group, LLC may terminate employment at any time.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

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

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

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



WHD Publication 1420 - Revised February 2013



HANDBOOK ACKNOWLEDGEMENT

By clicking on the DIGITALLY SIGN button below I am acknowledging each one of the following:

1. that I understand that my employment is at will and that, just as I may quit my employment at any time for any reason or no reason, BA may terminate my employment at any time for any reason or no reason;
2. that throughout my employment, there will be no promise of any particular number of scheduled hours nor any guaranteed schedule of hours or position;
3. that I am covered by the company's Dispute Resolution Program, and that I have read and fully understand the agreement and Dispute Resolution Program Booklet and agree to be bound by their terms; and
4. that I have read and agree to abide by the policies in the handbook, which supersedes any prior edition of the handbook;
5. that any oral or written representations from Company representatives will not supersede the terms addressed in this acknowledgment;
6. that this handbook includes general guidelines, is not exhaustive, and may be changed, modified, added to, substituted, or eliminated as business needs require and as permitted by applicable law;
7. I have read and have participated in a thorough review of the contents of this booklet and have had the opportunity to discuss any questions or concerns with my manager;
8. and I have the ability to print a copy of the Handbook.

Signature and Date