

Legacy Farms Employee Handbook

Legacy Farms

Provided by Coalition

Table of Contents

Welcome	5
Welcome.....	5
At-will Employment Policy	5
Acknowledgment of Receipt	5
Introduction	7
Introduction	7
About the Company	7
Code of Ethics	7
Mission Statement	8
Revisions to Handbook.....	8
General Employment Policies.....	9
Background Checks	9
Generative Artificial Intelligence Usage	9
Business and Travel Expenses	11
Company Credit Cards	14
Conflicts of Interest.....	15
Corrective Action	16
Disclaimer on Restrictions on Employee Rights Under the National Labor Relations Act	18
Dispute Resolution Policy	18
Dress Code and Public Image Policy	19
Email Policy	20
Employee Privacy Policy (CA).....	21
Employment Authorization Verification	22
Employment Classifications Policy	23
Equal Employment Opportunity Policy (CA).....	24
Grievance Procedure Policy	24
Internet Policy	26
Off-duty Conduct	26
Office Equipment Policy	27
Open Door	27
Orientation and Training	28
Access to Personnel Files (CA).....	28
Personnel Records Policy	31
Recruitment and Hiring.....	32
Relationships in the Workplace	33

Legacy Farms Employee Handbook

Separation of Employment	33
Social Media Policy	35
Social Media Policy (CA)	35
Telephone Policy	35
Visitors	36
Workspace Policy	37
Anti-discrimination and Harassment	38
Americans With Disabilities Act Policy	38
Pregnancy Accommodation	39
Discrimination Is Prohibited Policy (CA)	40
Employer-sponsored Meetings Discussing Religious or Political Matters	41
Harassment Training	41
Religious Accommodation	42
Supervisors' Responsibilities	42
Workplace Harassment Policy (CA)	43
Pay Practices and Working Hours	49
Attendance and Punctuality Policy	49
Discussion of Wages (CA)	49
Hours of Work Policy	49
Meal and Rest Breaks Policy (CA)	50
Inclement Weather Policy	50
Overtime Hours Policy	51
Overtime Pay (CA)	51
Payroll Practices Policy	52
Salary Deductions and Withholding Policy	53
Tracking Time	53
Employee Benefits	55
COBRA Policy	55
California State Disability Insurance (CA)	55
Workers' Compensation Insurance	57
Time Off and Leave	59
Bereavement Leave Policy (CA)	59
Reproductive Loss Leave Policy (CA)	59
Break Time for Nursing Mothers Policy (CA)	60
California Family Rights Act (CFRA) Leave Policy (CA)	61
Family and Medical Leave Policy	65
Paid Family Leave Insurance Policy (CA)	71

Legacy Farms Employee Handbook

Jury Duty Policy (CA)	73
Civil Air Patrol Leave Policy (CA)	73
Military Family Leave Policy (CA)	74
Military Service Leave Policy (CA)	75
Military Spouse Leave Policy (CA)	76
Emergency Conditions Leave Policy (CA)	76
Alcohol and Drug Rehabilitation Leave Policy (CA)	77
Domestic Violence Leave Policy (CA)	78
Emergency Responder Leave Policy (CA)	79
Leave for School Disciplinary Proceedings (CA)	80
Organ, Bone Marrow, and Blood Donor Leave Policy (CA)	80
Pregnancy Disability Leave Policy (CA)	81
School Appearance Leave Policy (CA)	86
Victims of Crime and Abuse Leave Policy (CA)	87
Volunteer Firefighter and Reserve Police Leave (CA)	89
Witness and Victim of Crime Leave Policy (CA)	89
Religious Observance Policy	91
Paid Sick Leave (Accrual Method) (CA)	92
Voting Policy (CA)	94
Workplace Safety	95
Alcohol Consumption	95
Drug-free Workspace Policy	95
Drug and Alcohol Testing	96
Reporting Injuries and Illnesses	100
Smoking Policy	100
Smoking Policy (CA)	101
Substance Abuse Policy	101
Workplace Safety and Accident Rules	101
Workplace Violence Prevention	102
Trade Secrets and Inventions	104
Confidentiality and Nondisclosure of Trade Secrets	104
Inventions	105

Welcome

Welcome

It is our privilege to welcome you to Legacy Farms. We believe each employee contributes directly to the Company's growth and success. We hope that you take pride in being a member of our team. We wish you every success in your new job, and we hope that you quickly feel at home.

The Company complies with all federal, state and local employment laws. This Handbook outlines the Company's employment policies and benefits. Additionally, this Handbook was developed to describe some of the expectations we have for all our employees and what you can expect from us. Please read and review the Handbook carefully. Additionally, we ask that you sign and date the Acknowledgment of Receipt of the Handbook to demonstrate that you have received, read, reviewed and understood the handbook and policies contained therein. Please return the signed Acknowledgment of Receipt to Human Resources and retain a copy for your reference. If you have any questions about the Handbook or your employment with the Company, please contact Human Resources.

We hope that your experience here will be challenging, enjoyable and rewarding. Again, welcome!

Sincerely,

Alex Maldonado

Legacy Farms

At-will Employment Policy

Employment with the Company is "at-will," meaning that either the employee or the Company may terminate the employment relationship at any time with or without cause and with or without notice. Nothing in this Handbook or any other policy of the Company will be interpreted to be in conflict with or eliminate or modify in any way employees' at-will employment status. An employee's at-will employment status may only be modified in writing in a written employment agreement signed by the Owner or President of the Company (or that person's authorized representative).

Acknowledgment of Receipt

I acknowledge that I have received a copy of the Legacy Farms Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company's policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind.

I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the

Legacy Farms Employee Handbook

Company's right to seek injunctive relief. I agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration, I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to Human Resources. Retain a second copy for your reference.

Introduction

Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at Legacy Farms (“Company”). The Handbook is designed to introduce employees to the Company, familiarize employees with Company policies, provide general guidelines on work rules, benefits and other issues related to an employee’s employment with the Company, and help answer many of the questions that may arise in connection with an employee’s employment with the Company.

This Handbook is not a contract of employment, and does not create a contract of employment. Like most American companies, Legacy Farms generally does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing employees any specific term of employment, nor does it obligate employees to continue their employment for a specific period of time. The purpose of the Handbook is simply to provide employees with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to Human Resources.

This Handbook supersedes all previously issued handbooks and employment policies. The Company reserves the right to modify any policies and procedures, including those covered in this Handbook, at any time. The Company will seek to notify employees of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

About the Company

Legacy Farms was founded in 2022. We strive to always provide the best quality strawberries to our customers. The company and its employees take pride in the fruit they produce and are able to share with the world.

Code of Ethics

At Legacy Farms, the Company is committed to conducting business with transparency, integrity and respect. This Code of Ethics outlines the principles to guide employees’ professional behavior and decisions. All employees, regardless of role or seniority, are expected to uphold these principles.

Legacy Farms expects all employees to act with honesty and integrity in all matters by communicating truthfully and respectfully, not engaging in fraud, deception or misrepresentation and honoring commitments and taking responsibility for their actions. Employees are expected to treat others with dignity, fairness and respect.

Legacy Farms values diversity and will not tolerate discrimination or harassment. Additionally, the Company promotes a workplace free of bullying, intimidation or unfair treatment, and respects different opinions and constructive feedback. All employees are expected to follow all applicable federal, state and local laws and regulations as well as the Company’s internal policies, rules and procedures. Employees should report any suspected violations promptly and in good faith to Human Resources.

Legacy Farms Employee Handbook

The Company and its employees protect sensitive information. Employees are expected to keep personal, customer and company information secure and confidential. Employees should only access or share information as required for their job responsibilities.

Employees must avoid situations where personal interests could conflict with the Company's interests. Employees are expected to disclose any potential or actual conflicts of interest, refrain from using their position for personal gain, and not accept gifts or favors that could influence their decisions.

At the Company, all employees contribute to a safe, healthy and productive workplace. All employees must follow all health and safety protocols, report hazards, injuries or unsafe conditions immediately, and refrain from engaging in or tolerating violence, threats or substance abuse.

Employees are accountable for their behavior and actions. The Company encourages a culture of openness and ethical responsibility. Employees should report misconduct or unethical behavior to Human Resources and cooperate with investigations and maintain confidentiality during the process.

Employees are expected to use company assets responsibly. Employees must use resources, time and equipment for legitimate business purposes. Employees should also protect company property from misuse, loss or theft.

By working at Legacy Farms, employees agree to uphold this Code of Ethics and contribute to a positive, ethical and respectful workplace. Violations of this Code of Ethics may result in disciplinary action, up to and including termination.

Mission Statement

Legacy Farms' mission is to produce and harvest the best quality strawberries in a responsible, safe, and sustainable manner.

Revisions to Handbook

Legacy Farms is committed to maintaining an up-to-date Handbook that reflects current laws, best practices and company policies. Because of evolving business needs and legal requirements, the Company reserves the right to modify, revise or eliminate any policy, procedure or provision in the Handbook at any time and for any reason. The Company will attempt to notify employees of any significant revisions to the Handbook promptly and make a revised version of the Handbook available to employees.

General Employment Policies

Background Checks

The Company may conduct background checks on job candidates after extending a contingent offer of employment. A background check may also be completed during the reassignment or promotion of an employee. The Company may use a third-party administrator to conduct background checks. All background checks will comply with all applicable federal, state and local laws, including the Fair Credit and Reporting Act.

The information that may be collected during a background check includes, but is not limited to, criminal background, employment history, education, credit, and professional and personal references. Checking professional and personal references is an important part of the background check process as it provides the Company with information on the potential employee's work ethic, skills and performance.

When a background check is required, the Company will require applicants and employees to complete an authorization form. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

Applicants and employees may request copies of any background check information to the extent authorized by federal, state and local law. The Company will not use information obtained during a background check as the sole reason for denying employment unless the information is job-related. Regardless, the Company has the right to make the final decision about employing an individual after the background check is complete.

Any information obtained from the background check process, including information from professional and personal references, will be used by the Company solely for employment purposes and will be kept confidential to the maximum extent possible.

Generative Artificial Intelligence Usage

This policy establishes guidelines for using generative artificial intelligence (AI) tools responsibly in the workplace. This policy aims to encourage innovation and efficiency while protecting Company's data, intellectual property and ethical standards.

Scope

This policy applies to using any third-party or publicly available generative AI tools and similar applications that mimic human intelligence to generate answers, create work product or perform certain tasks. This policy does not cover generative AI or AI tools that the Company has formally approved or installed for employees' use.

This policy applies to all Company employees and work associated with the Company that those employees perform, whether on or off company premises.

Compliance With Related Policies

Legacy Farms Employee Handbook

Employees must continue to follow the Company's other policies, practices and procedures that may affect or relate to an employee's use of AI tools. These include, but are not limited to, the following:

- Code of Ethics
- Discrimination Is Prohibited
- Equal Employment Opportunity
- Confidentiality and Nondisclosure of Trade Secrets

Guidelines for Using AI Tools

Employees must use only Company-approved AI tools when using generative AI tools in the workplace. Employees may only enter publicly available, nonsensitive information into generative AI tools. Additionally, employees are responsible for reviewing AI-generated content for accuracy, appropriateness and compliance before use. Employees should not represent AI-generated work as their own.

Acceptable Use

Employees may use approved generative AI tools to:

- Draft, edit or summarize text for business purposes (e.g., reports, presentations, communications);
- Generate ideas and outlines;
- Engage in brainstorming or problem-solving activities;
- Automate repetitive tasks; and
- Conduct research.

When using AI tools, employees must be aware of and adhere to copyright, licensing and intellectual property laws. If employees have another use for which generative AI may be valuable, they should submit a request to Human Resources and receive written permission before using AI tools for that purpose.

The Company has the right to monitor all employees' use of AI tools.

Prohibited Use

Employees should not enter any confidential or proprietary information, including trade secrets, into an AI tool without prior written approval. This includes personal, customer, employee or vendor information. Additionally, employees should not use AI tools to conduct, engage in or solicit illegal activities, or generate content that is discriminatory, offensive or violates the Company's policies or federal, state or local laws.

Further, employees should not solely rely on AI tools when making employment decisions. This includes decisions regarding the hiring, discipline, suspension, termination, promotion, demotion or salary increase/decrease of employees. The Company strictly prohibits the use of AI tools to evaluate or conduct performance reviews.

Training

The Company will provide training and resources on proper, safe and effective AI usage, including employees' obligations related to AI usage in the workplace. All employees using generative AI tools for work purposes must attend training on the proper use of these technologies before using them.

Policy Violations

Employees remain responsible for the accuracy, legality and appropriateness of any work product that incorporates or uses AI-generated content. If the Company determines that any employee has engaged in conduct that violates this policy, the employee may be subject to disciplinary action, up to and including termination.

Employees who know of an actual or potential violation of this policy should immediately report such violation to their supervisor or Human Resources. The Company will not discipline, discriminate or retaliate against employees for any good faith reporting of a violation of this policy.

This policy will be reviewed and updated periodically as AI technologies and regulations evolve. If employees have any questions regarding this policy, please contact Human Resources.

Business and Travel Expenses

The Company will reimburse employees for all necessary and reasonable business and travel expenses related to the normal conduct of business and incurred on behalf of the Company. The following policies and procedures have been established to administer uniform guidelines for business and travel expense reimbursement. While this policy provides many answers and useful guidance, it cannot address every possible situation. If employees have any questions regarding the business nature or reimbursement of expenses, they should check with their supervisor or a member of the Company's accounting team before committing to spending any funds.

Air Travel

Reservations for all domestic air travel can be made by the employee online or directly with the airline. It is expected that employees will make every effort to minimize the cost of air travel, including considering Saturday night stays or departures out of airports and booking travel as far in advance as possible. For any tickets with a round-trip cost over \$1000, employees must attach a copy to their expense report of the search results that show the lowest fare available. All trips involving a Saturday night stay must be pre-approved by the employee's manager.

Air travel expenses are reimbursed based on the actual costs incurred by the employee using normally traveled routes. Seat upgrades and add-on fees, including first class, business class, enhanced coach, early check-in or priority boarding, are not eligible for reimbursement. Additionally, TSA prescreening fees will not be reimbursed. Fees to secure a standard economy seat before check-in will be reimbursed as long as they are not excessive. However, the Company will reimburse excess baggage charges only when the additional baggage is needed for company business. Employees must provide receipts and an explanation of the equipment being transported on the expense report.

Business Entertainment

Business meals include reasonable amounts spent on food and other refreshments purchased in surroundings conducive to and including a business discussion with vendors, customers or other clients. The Company will reimburse entertainment expenses only provided that the entertainment will directly benefit the Company, or if it directly precedes or follows a substantial and bona fide business discussion for the purposes of obtaining income or another business benefit. Business entertainment expenses include, but are not limited to, such items as the cost of meals and beverages, and transportation directly

Legacy Farms Employee Handbook

related to the above. Business entertainment expenses should be reasonable relative to the customer's revenue. Prior approval from the Company is recommended before incurring expenses related to a customer. Employees should always use their judgment and common sense when charging business meals and entertainment expenses.

If the employee is dining with others for business purposes, the meal and related expenses incurred are "entertainment," not "meals." "Entertainment" expenses require additional explanation on the travel expense report, such as the guest's name, business relationship, purpose or goal of the meeting, amount, date and place, and should be substantiated through documentation, including the original itemized receipt.

Business Meals

Employees will be reimbursed for reasonable and actual meal expenses incurred during business-related travel. The Company will generally reimburse employees for three meals a day while traveling. All original receipts must be included with the employee's travel and expense report. Any employee expense report received without the receipts will be returned to the employee. Reasonable meal expenses are outlined below:

- Breakfast: \$30
- Lunch: \$30
- Dinner: \$50

Business meals are reimbursable expenses for new employee orientations, major anniversaries (e.g., 5, 10, 15 years of service, etc.), training sessions, meals with prospective new hires and department or team lunch meetings where business is conducted. Lunches for department or team meetings should be reasonable, both in terms of cost and frequency. The guideline for reimbursement of tips on business meals is 15%.

Car Rentals

When renting a car, employees should rent standard, intermediate or mid-size vehicles. Employees should only rent a larger vehicle if it is necessary and justifiable for business purposes, and the employee has prior approval from their manager. Employees should not purchase collision and liability insurance coverage when renting a car for domestic business purposes as the Company's commercial liability policy includes rental car coverage. The car rental needs to be made in both the name of the Company and the employee to be covered by the Company's insurance policy. In the event of any accident or damage to a rented vehicle, the employee must notify the Company immediately.

Automobile rentals should be limited to situations where other means of transportation are not practical, economical or available. Rental car expenses, including gasoline, are eligible for reimbursement if properly documented. Employees should refill the gas tanks before returning the vehicle to avoid costly refueling fees levied by rental companies. Employees should also avoid drop charges by returning the vehicle to the rental location.

Limousine, Taxi or Rideshare

Limousine, taxicab and rideshare services to and from airports should only be used when other means of transportation are not practical or available. Limousine, taxicab or rideshare service expenses are eligible for reimbursement if properly documented.

Non-reimbursement Expenses

Items of a personal nature that are not required for Company business are non-reimbursable. Examples of non-reimbursable expenses include:

Leisure and entertainment.

If an employee is in doubt about a particular expenditure, the employee should check with their manager or other appropriate personnel before incurring the expense.

Parking

Employees may be reimbursed for business-related parking expenses up to the established maximum rate of \$25. However, these expenses will only be reimbursed if properly documented.

When parking at an airport, employees should use discount parking lots when feasible. The Company will not reimburse airport parking that is more than the standard daily rate. Employees should not use hourly lots or valet services.

Personal Automobile Usage and Mileage

Employees receive reimbursement for direct business mileage. The Company will reimburse business-related miles for employees over their normal commute to and from work for the duration of the trip. Employees may receive either a monthly auto allowance or a direct mileage reimbursement based on an evaluation of the use of their personal automobile for purposes of conducting company business. Auto allowances are paid on a monthly basis. Direct mileage is reimbursed at the current IRS standard rate and is paid upon submission of a signed and supervisor-approved "Monthly Mileage Report" form. Per IRS regulations, employees must list all places visited, the purpose of the trip and total miles. The Company will not reimburse gasoline in addition to mileage. Because it is more cost-effective than direct mileage reimbursement, the Company prefers that employees rent an automobile if round-trip mileage on a business trip will be more than 200 miles. See the section on "Car Rentals" above.

The use of a personal automobile for business-related travel is only authorized if the automobile is covered by a current insurance policy with limits not less than \$1000000 for bodily injury and not less than \$1000000 for property damage. Any damage, repair costs or maintenance costs incurred by an employee in the use of their privately owned vehicle in conjunction with company business is the sole responsibility of the employee.

Public Transit

Light rail train or bus transportation for business-related purposes can be a convenient and cost-effective means of business-related travel. Public transit expenses are eligible for reimbursement if properly documented.

Reimbursement and Expense Reporting

The Company will reimburse employees for all necessary and reasonable travel and business expenses related to the normal conduct of business. Employees are required to cover travel and business expenses out of pocket until reimbursement is processed. Therefore, employees required to travel must have

Legacy Farms Employee Handbook

adequate credit available to execute travel purchases as a requirement of the job. The Company will not advance these expenses to employees, except for airfare and hotel in cases of extended travel durations or short notice. It is always best practice for employees to seek the approval of their manager before incurring an expense.

It is the employee's responsibility to prepare and submit a monthly expense report to receive reimbursement for business-related expenses. Expenses are only eligible for reimbursement when submitted within 30 days of incurring the expense. Late expenses will be denied reimbursement. Each expense line item on the expense report requires an original receipt or other supporting documentation.

For business-related meal and entertainment expenses to be deductible, IRS regulations require that the amount and date of expenses, business purpose, title and company of people entertained, and the name and location of the establishment where the event took place and time of the business discussion (for example, before, during or after the event) and entertainment be documented on the expense form.

All monthly expense reports must be signed by the employee and approved by their supervisor before being submitted to accounts payable for processing. Please limit expense report submissions to one per pay period. Reimbursements will appear on the next pay period following manager and accounting approval.

Spousal Travel

Travel expenses related to an employee's spouse are not reimbursable by the Company.

Travel Accommodations

The selection of overnight lodging should be guided by considerations of safety, quality and reasonableness of room rates. Employees are strongly encouraged to use standard accommodations at reasonably priced mid-market hotels or motels. Lodging expenses are eligible for reimbursement if an employee is required to work at a location that is away from their primary work location, and the expenses are properly documented.

Employees must avoid cancellation and no-show charges by following the hotel's cancellation policy. Most hotels require a 24- or 48-hour cancellation notice to avoid these charges. Employees are personally responsible for no-show charges unless the employee's itinerary change was unavoidable and authorized by the Company. The cost of in-room movies is not reimbursable.

Travel Bookings

Employees must have their travel planned at least 14 days in advance to minimize costs. Employees should book their travel as soon as their travel dates are confirmed. Exploring a variety of travel options, including evening or early morning flights that are outside of normal business hours, helps ensure that an employee's time out of the office and travel expenses are kept to a minimum.

Company Credit Cards

The Company may issue company credit cards to certain employees for business use as necessary in connection with the employee's job duties. Use of company-issued credit cards is a privilege, which

the Company may withdraw at any time. Lost or stolen company credit cards must be reported to the Human Resources immediately.

Any credit card issued to an employee by the Company must be used for business purposes only. Personal purchases of any type are not allowed and will not be reimbursed. Expenses for lodging and meals while on company-approved business trips are considered business purchases, as long as such expenses are consistent with the Company's travel and expense reimbursement policy.

Employees are expected to exercise discretion and good judgment when incurring business expenses and to report expenses on a timely basis with appropriate documentation. Employees must pay Company credit card balances when due. Expenses will not be reimbursed unless the employee submits a written expense report in a timely manner. If there is any question as to whether a particular purchase qualifies as a business expense, the employee should consult their manager before incurring the expense.

Corporate credit cards cannot be used to obtain cash advances, bank checks, electronic cash transfer or for anything other than the expenses incurred by the employee. Misuse of a company credit card will result in the cancellation of the card. Employees are responsible for any unauthorized purchases deemed by the Company to be for personal use. If the card is used for personal expenses, the Company has the right to recover these expenses from the employee. All employee cardholders will be required to sign an agreement authorizing the Company to recover any charges incurred for personal reasons through payroll deduction.

Conflicts of Interest

All employees have a duty to further the Company's aims and goals and to work on behalf of the Company's best interest. Employees should not place themselves in a position where their actions or personal interests may conflict with those of the Company. Examples include soliciting or profiting from the Company's client or prospect base or other company asset for personal gain; acting on behalf of the Company in servicing or obtaining a client and limiting the best solution for the client or prospect for personal financial gain; and acting as director, officer, employee or otherwise for any business or institution with which the Company has a competitive or significant business relationship without the written approval of the Company's president.

Employees must report any situation or position, including outside employment by an employee or any member of an employee's immediate household, which may create a conflict of interest with the Company, to their manager or the Human Resources.

Moonlighting

The Company generally has no objection to employees holding a second job. However, an employee must maintain a satisfactory or better job performance level. If an employee's job performance suffers due to holding a second job, the employee will be required to terminate one of the jobs.

Before accepting a second job, all employees are required to discuss the matter with the Human Resources so that any conflict of interest can be evaluated. Permission to hold any outside employment or business interest with anybody doing business with the Company, its competitors, suppliers or dealers must be secured in writing from the Human Resources. Failure to secure advanced permission may result in termination.

Legacy Farms Employee Handbook

All employees are required to work their assigned schedule and hours with the Company. Holding a second job does not change this requirement. All work required by the second job must be performed outside the Company's normal business hours and only if there is no conflict with the Company's interests. At no time may the Company's resources be used in the service of the second employer.

No employee will accept or engage in any activity, business or employment, either during or after working hours, that would conflict with the Company's interests or diminish the employee's ability to render to the Company their full, loyal and undivided service that is required based on their employment with the Company. If an actual or potential conflict of interest exists, the Company may take any necessary action as it deems necessary to reduce or eliminate the conflict.

Corrective Action

The Company's corrective action policy is designed to provide a structured and progressive corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Below are the steps of the Company's corrective action policy. The Company reserves the right to combine or skip steps depending upon the facts of a particular situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend on whether the offense is repeated despite coaching, counseling and training, the employee's work record and the impact the conduct and performance issues have on the Company.

The Company will provide employees with copies of all corrective action documentation, including all performance improvement plans (PIPs). The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's personnel file.

Procedure

Step 1: Counseling and Verbal Warning

This step provides an opportunity for the employee's immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct or attendance issue. The employee's supervisor should discuss with the employee the nature of the problem or violation of the Company's policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Step 2: Written Warning

While the Company hopes that the employee's performance, conduct or attendance issues that were identified in the above step are corrected, the Company recognizes that this may not always be the case. This step involves more formal documentation, in the form of a written warning, of the performance, conduct or attendance issues and consequences.

During this step, the employee's immediate supervisor will meet with the employee and review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of their continued failure to meet performance or conduct expectations. A formal PIP requiring the employee's immediate and sustained corrective action may be issued, which will include a warning outlining that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step 3: Suspension and Final Written Warning

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the Company's workplace. When immediate action is necessary to ensure the safety of the employee or others, the employee's immediate supervisor may suspend the employee pending the results of an investigation. Suspensions that are recommended as part of the normal progression of this corrective action policy are subject to approval from a next-level manager and the Human Resources.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local laws. Nonexempt hourly employees may not substitute or use an accrued paid vacation day for the time they are suspended without pay. An employee's pay may be restored if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the corrective action procedure is a recommendation to terminate the employee. Generally, the Company will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before recommending termination. However, the Company reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense.

The Company may terminate employees without prior notice or disciplinary action. A supervisor's or division manager's recommendation to terminate an employee under this policy must be approved by the Human Resources.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between the Company and its employees.

Presenting Evidence

Employees will have the opportunity to present evidence and information that may challenge information the Company has used to issue disciplinary action. If the employee does not present this information during any of the step meetings, the employee will have five business days after that meeting to present the information. This information should aim to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

Appeal Process

Employees may appeal any step of the correction action process. The employee's request to appeal should be sent in writing to the Human Resources and include relevant evidence or documentation to support the employee's claims.

Performance and Conduct Issues Not Subject to Corrective Action

Illegal behavior is not subject to this corrective action policy and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to this correction action policy and may be grounds for immediate termination.

Disclaimer on Restrictions on Employee Rights Under the National Labor Relations Act

The policies in the Company's Handbook are not intended to preclude or dissuade employees from engaging in legally protected activities under federal, state or local law, including the National Labor Relations Act (NLRA). To that end, nothing in this Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in exercising their rights under Section 7 of the NLRA, which guarantees employees the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, as well as the right to refrain from any or all such activities.

To the extent that the employees of the Company are covered by the NLRA, nothing in this Handbook prevents employees from:

- Discussing wages, benefits and other working terms and conditions with co-workers or a union;
- Organizing a union to negotiate with the Company concerning wages, hours, and other terms and conditions of employment;
- Forming, joining or assisting a union, such as by sharing employee contact information;
- Talking about or soliciting for a union during nonwork time, such as before or after work or during break times;
- Distributing union literature during nonwork time, in nonwork areas;
- Taking action with one or more co-workers to improve working conditions by, among other means, raising work-related complaints directly with the Company or a government agency, or seeking help from a union;
- Wearing union hats, buttons, t-shirts and pins in the workplace;
- Engaging in other legally required activities; and
- Choosing not to engage in any of these activities;

Dispute Resolution Policy

In a perfect world, every employment relationship would be smooth and harmonious. However, there are times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement or on other matters.

To the extent permitted by applicable law, all employees of the Company agree to first seek to mediate any dispute with the Company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both the Company and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between the Company and the employee. Each party will be responsible for its own attorney or other related fees. Both the Company and the employee acknowledge that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding. However, either party may seek to have a court of competent jurisdiction enforce an arbitration award.

Legacy Farms Employee Handbook

In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.

Although the Company seeks to provide a workplace in which all employees feel that they are an important part of the Company and where employees feel fairly treated, there may be times when an employee has a dispute with a supervisor or the Company, which can best be resolved through a formal procedure for dispute resolution. All disputes between any employee and the Company are to be resolved in accordance with the following procedure. Please note, however, that the Company reserves the right to modify this procedure at any time and nothing in this procedure should be construed to constitute a contract between the employee and the Company or to constitute any part of a contract between the employee and the Company.

Any dispute between employees and the Company may be resolved using this grievance procedure, with the exception of oral reprimands which are not recorded in an employee's personnel file.

A grievance is a complaint by an employee concerning any matter related to the employee's employment with the Company. All grievances must be in writing. Using the form provided by the Company, the employee must state clearly and concisely all the known facts related to the employee's grievance, including "who, what, where, when and the why." Clearly explain why the employee disagrees with the act or omission that forms the basis for the grievance. Also explain what remedy the employee is requesting. The employee must sign and date the grievance.

Dress Code and Public Image Policy

The Company believes that an employee's pride in both themselves and the company is reflected in the employee's appearance and in the image the employee creates. The Company's business image is important and, therefore, requests that the Company's employees maintain standards of dress and appearance appropriate to both the organization as a whole and the employee's position and responsibilities. Dress, grooming, personal cleanliness and professional behavior standards contribute to the professional image the Company strives to present to its customers and visitors. Therefore, while performing duties for the Company, employees are expected to uphold a professional business image by dressing appropriately for the business environment and individual responsibilities. This means that employees should keep their day's schedule in mind when determining appropriate attire.

The Company's dress code policy complies with applicable federal, state and local laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

Guidelines

The Company adheres to "business appropriate" dress guidelines. Accordingly, employees may dress according to the requirements of their position; however, the Company recognizes that different levels of dress may be appropriate for different occasions. As a general rule, when meeting with clients, prospects or outside visitors, traditional business attire should always be worn except where it does not make good business sense. Also, on occasion, there may be a specific business reason to require that all employees dress in traditional business attire. In such instances, this will be communicated to employees in advance, and employees will be required to dress accordingly.

Legacy Farms Employee Handbook

The Company's business appearance and image are important to the organization. However, the Company respects individual preference and choice in dress and appearance. The Company is confident that employees will use their best judgment in following dress and attire guidelines. Employees should make certain that their appearance is well groomed and clean and that clothing is appropriate, neat, clean and well-fitting at all times. While relaxed business attire is acceptable within the stated guidelines, the Company wants to be sure the working environment does not jeopardize professionalism and productivity.

Appropriate Business Attire and Appearance Guidelines

- For men, traditional farm attire includes jeans, pants, casual shirts, button up shirts, and boots.
- For women, traditional farm attire includes jeans, pants, casual shirts, button up shirts, and boots.
- It is expected that clothes be clean and presentable for a traditional farm environment.

Inappropriate Attire and Appearance Guidelines

- Shorts, skirts, and dresses.
- Sandals or open toed shoes.
- Sundresses, tank tops, capri pants (or pedal pushers) or other trendy wear, including exceptionally short dresses or skirts and crop tops;
- Clothing made of fleece, flannel, leather or spandex;
- Any clothing item displaying an offensive comment or graphic illustration or logo clothing, including sport teams, cartoon characters, etc., unless otherwise specified;
- Jewelry (or other objects of personal expression, such as visible tattoos) that is distracting, large or represents an unprofessional image as determined by Legacy Farms, such as large chains, facial jewelry, nose rings, etc.;
- Dirty, ragged, ungroomed, sexually provocative, revealing or see-through clothing or appearance; and
- Any other attire or appearance Legacy Farms deems to be inappropriate in the business environment.

If an employee is unclear about dress and appearance guidelines, the employee is encouraged to consult with the Human Resources. If an employee reports to work in questionable attire or appearance, a notification and discussion will occur with the employee to advise and counsel the employee regarding the inappropriateness of the attire. Depending upon the circumstance, the employee may also be sent home with directions to return to work in proper attire. It is expected that any work time lost will be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed repeatedly will be subject to disciplinary action.

Email Policy

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. Employees may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with the employee's work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for employee protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. An employee's email account is a Company-provided privilege and is Company

property. Remember that when an employee sends an email from the Company domain, the employee represents the Company whether the employee's message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Employee Privacy Policy (CA)

In this age of the internet, where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data ("Personal Information") that we collect from you is important to us. It is equally important that you understand how we handle this data. The Company will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

Collection of Information

In the course of conducting our business and complying with federal, state and local government regulations governing such matters as employment, tax and insurance, we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the Company, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze and share (internally) Personal Information in order to attract, retain and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations, including, for example, scheduling work assignments, managing Company assets, reporting and/or releasing public data (e.g., annual reports), and populating employee directories. Information may also be used to comply with government regulations.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Security of Personal Information

We employ and maintain reasonable security measures, procedures, practices and technologies, such as password protection, encryption and physical locks, to protect the confidentiality of your Personal Information and to protect it from unauthorized access, destruction, use, modification or disclosure. Only authorized employees have access to Personal Information. If you are an employee with such authorization, it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the Company.

The Company will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information. The Company will also:

- Dispose of Personal Information;
- Notify individuals of any breach of system security or any other unauthorized acquisition of Personal Information; and
- Take any other necessary action relating to Personal Information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager or Human Resources. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager or Human Resources.

Employment Authorization Verification

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to hire and retain only individuals who are authorized to work in the United States. To enforce these guidelines, IRCA requires the Company to verify a potential employee's eligibility to work in the United States by completing the Employment Verification Form (Form I-9). By completing Form I-9, the Company certifies that it has inspected documents proving that the potential employee is authorized to live and work in the United States.

Legacy Farms Employee Handbook

Newly hired employees must complete and sign Section 1 no later than their first day of employment. The Company may have an employee complete Section 1 on the first day of employment or before the first day of work if the Company has offered the individual a job and the prospective employee has accepted it. Employees must supply original, unexpired documents verifying their identity and employability from the List of Acceptable Documents approved by the U.S. Citizenship and Immigration Services. The Company may only accept documents from Lists A, B and C. Documents from List A establish identity and employment eligibility, documents from List B establish identity only and documents from List C establish employment eligibility only. The Company will accept either one document from List A or a combination of one document from List B and one document from List C.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify their right to work within three days of hire, the Company must terminate their employment.

Please contact the Human Resources with any questions or concerns.

Employment Classifications Policy

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

Exempt—Employees who meet any of the FLSA's exemption standards, including managerial, supervisory, professional, sales or administrative employees. The FLSA sets the most common set of overtime exemption standards. However, additional state and local laws may also apply. Exempt employees are individuals not subject to overtime pay laws. In general, overtime laws require that exempt employees:

- Receive a pre-determined weekly salary that is not subject to change based on the employee's work quality or quantity;
- Receive a salary that is at least equal to the salary level set by law; and
- Meet the requirements of an exempt job classification.

Non-exempt—Employees whose positions do not meet the FLSA exemption standards. Many hourly employees are generally not exempt from overtime pay requirements. However, overtime work is prohibited without specific supervisor authorization for non-exempt employees.

In addition, each individual's employment status is defined as one of the following:

Full-time—Employees who are regularly scheduled to work at least 40 hours per week that are not hired on a temporary basis are considered full-time. Full-time employees are eligible for benefits after applicable requirements for length of service have been met.

The Company may supplement its regular workforce with part-time, seasonal or temporary employees to help compensate for workload, employee absences or other situations. The Company will determine which positions are regular and which are considered temporary or seasonal.

Part-time—Employees who work fewer than 40 per week are considered to be part-time. Part-time employees will receive all legally mandated benefits, such as workers' compensation and Social Security benefits, but are ineligible for other benefit programs.

Seasonal—Employees who are hired into a position for which the customary annual employment is six months or less. Seasonal employees are generally not eligible for Company-paid benefits, except as required by law.

Temporary—Employees who are hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company-paid benefits, except as required by law.

If an employee's status changes from temporary or seasonal to part-time or full-time, the employee is considered hired on the date the employee becomes a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

Consultants, freelancers and independent contractors are not employees of the Company. The distinction between employees and independent contractors is crucial because employees may be entitled to participate in the Company's benefits programs, while independent contractors are not. In addition, the Company is not required to satisfy income, Social Security, Medicare, unemployment tax withholdings or payment requirements for independent contractors.

Equal Employment Opportunity Policy (CA)

The Company is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race (including hairstyles associated with race), religion (including religious dress and grooming practices), creed, color, caste, citizenship, national origin, ancestry, physical or mental disability, medical condition (including cancer and genetic conditions), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, military status, veteran status, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation or any other status protected under applicable federal, state or local laws. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Anti-Discrimination & Harassment.

Grievance Procedure Policy

This policy outlines the Company's grievance procedure.

Preliminary Step

Employees must first address their grievance with their immediate supervisor. This may be done orally in an informal discussion. If the employee's informal attempts to resolve the matter are not successful, the employee may implement the formal grievance process.

Step 1

Legacy Farms Employee Handbook

The employee must first submit their grievance in writing to their immediate supervisor. Grievances must be submitted within thirty (30) calendar days following the date the employee first knew or should have known of the grievance. If the employee does not submit the grievance within the thirty (30) day period, the employee waives their right to assert it.

The Company will respond in writing following receipt of the employee's grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, the employee may proceed to Step 2.

Step 2

Within ten (10) days following the employee's receipt of the written answer to their Step 1 grievance, the employee may appeal the disposition of their grievance by the employee's supervisor to the employee's Department Head. The Department Head will then investigate the employee's grievance and the underlying facts. The Department Head may meet with the employee in person to discuss the employee's grievance. The Department Head will then provide a written response to the employee's grievance.

Step 3

If the employee is not satisfied with the response of the Department Head at Step 2, the employee may submit their grievance to the President of the Company or the President's designee for review within five (5) days following receipt of the written response from the employee's Department Head. The President or their designee will review the grievance and provide a written response.

Step 4

The employee may appeal a Step 3 grievance to Step 4 and request final and binding arbitration of their grievance. The request for arbitration must be in writing and made within 30 days following receipt of the response of the President or the President's designee at Step 3.

Upon receipt of the employee's request, the Company will ask the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of prospective arbitrators. The parties will choose an arbitrator from the list provided. If the parties cannot agree upon the choice of an arbitrator, then the employee and the Company will ask the American Arbitration Association to appoint an arbitrator to hear the employee's case.

All fees or expenses of arbitration, including, without limitation, the arbitrator's fees and expenses and rental of a venue for the arbitration, if necessary, shall be borne equally by the parties. Each party will pay its own attorneys' fees or costs other than the arbitrator's fees and expenses.

The grievant bears the burden of proof as to the validity of the grievance.

The decision of the arbitrator shall be in writing and the decision is final and binding. Arbitration is the exclusive forum for the resolution of discipline and discharge cases, and both the Company and the employee waive their right to bring any action in court or to submit such matter to a jury. Either party may, however, seek to enforce an arbitrator's award in a court of competent jurisdiction. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.

Internet Policy

Access to the internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use are permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

Right to Monitor

The Company email and internet system is at all times the property of the Company. By accessing the internet, intranet and electronic mail services through facilities provided by the Company, employees acknowledge that the Company (by itself or through its Internet Service Provider) may, from time to time, monitor, log and gather statistics on employee internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may, from time to time, block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing or an incitement to violence.

Employees must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, employees must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Off-duty Conduct

While the Company respects employees' privacy and their rights to engage in lawful off-duty conduct, certain activities may negatively impact the Company's reputation, operations and work environment. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's reputation, public image or integrity. However, the Company will not interfere with employees' lawful off-duty conduct.

An employee's illegal or inappropriate off-duty conduct that adversely impacts the Company's legitimate business interests or the employee's ability to perform their job will not be tolerated and may be grounds for disciplinary action, up to and including termination. The Company complies with all applicable federal, state and local laws regarding employee rights to lawful off-duty conduct. Nothing in this policy is intended to infringe on employees' legal rights.

Legacy Farms Employee Handbook

The Company does not regulate lawful conduct that occurs outside of working hours and does not affect the workplace or the Company's business operations. Employees are expected to avoid off-duty behavior that:

- Harms or could harm the Company's reputation or business interests;
- Conflicts with the employee's role or duties;
- Harasses, threatens or discriminates against coworkers, clients or partners;
- Violates federal, state and local laws and regulations;
- Discredits the Company; or
- Involves misuse of the Company's resources, property or image.

Employees must not use the Company's name, logo or any identifying information in personal endeavors that could imply Company endorsement without prior written approval.

Employees should be mindful of their association with the Company when posting on social media. Off-duty posts or content that suggests illegal behavior, includes discriminatory or defamatory language, references confidential company information or misrepresent the Company's values or operations may be subject to review and appropriate disciplinary action.

Employees must notify the Human Resources if they are charged with or convicted of a criminal offense that may impact their ability to perform their duties or reflect negatively on the Company. The Company will evaluate such situations on a case-by-case basis, taking into consideration the nature of the offense, the employee's job responsibilities, applicable laws and any business-related implications.

Employees who violate this policy may be subject to disciplinary action, up to and including termination.

Office Equipment Policy

Certain equipment is assigned to employees depending on the needs of the employee's job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from the employee's supervisor. The Company expects that employees will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Open Door

The Company is committed to providing a work environment that promotes open, honest communication between managers and employees, and where employees may freely seek counsel, provide or solicit feedback or raise concerns with the Company. To foster an environment where employees and management feel comfortable communicating and voicing concerns to one another, the Company uses an open-door policy. This means that the doors of all supervisors and managers are open to all employees, and employees are free to talk with management at any time.

Employees can raise their concerns, complaints, suggestions and observations with a manager or supervisor. Addressing these concerns allows the Company to improve and explain practices, processes and decisions. While the Company recommends that employees first discuss their concerns with their immediate supervisor or manager, the Company's open door policy also gives employees the option of

discussing their concerns with higher management and/or Human Resources. All these parties will be willing to listen to the issue and assist in a resolution.

Orientation and Training

For all employees hired by the Company, the first 7 days of employment are considered an orientation period. During this time, employees will undergo training and orientation as directed by the Company and the employee's supervisor. Most training will be done on an individual basis with the employee's supervisor. If an employee feels that they require additional training, the employee should consult their supervisor. The employee's supervisor will also monitor the employee's performance during this time.

During the first 7 days of employment, employees are encouraged and expected to ask questions concerning their job responsibilities and to determine if they are satisfied with the position. If the employee's job performance is found to be unsatisfactory by their supervisor at any time during the first 7 days of employment, the Company may terminate the employee.

For harvest employees, employees are to harvest no less than 25% of the average crew harvest rate. Failure to do so may lead in termination of employment.

New employees may receive a confidential performance evaluation from their supervisor at the end of the orientation period.

Access to Personnel Files (CA)

Every current and former employee, or their representative, has the right to inspect and receive a copy of the personnel records that the Company maintains relating to the employee's performance, including education or training records, or any grievance concerning the employee. The Company will make the contents of the personnel records available for inspection to a current or former employee, or their representative, at reasonable intervals and at reasonable times, but within 30 calendar days of the date the Company receives a written request. The Company and the current or former employee, or their representative, may agree in writing to a date beyond 30 calendar days to inspect the records if the agreed-upon date does not exceed 35 calendar days from the Company's receipt of the written request. Except as provided under "Current Employees" below, the Company is not required to make personnel records or a copy thereof available at a time when the employee is required to work, if the requester is the employee. Also, an employee's right to inspect personnel records does not apply to certain records and information, which is explained below.

A request to inspect or receive a copy of personnel records must be made in either of the following ways:

- Written and submitted by the current or former employee or their representative; or
- Written and submitted by the current or former employee or their representative by completing a form provided by the Company.

A form provided by the Company will be made available to an employee or their representative upon verbal request to the employee's supervisor or, if known to the employee or their representative at the time of the request, to the individual the Company designates to receive a verbal request for the form.

The Company may take reasonable steps to verify the identity of a current or former employee or their authorized representative. The Company may designate the person to whom a request is made. Also,

Legacy Farms Employee Handbook

before making records available for inspection or providing a copy of the records, the Company may redact the name of any nonsupervisory employee therein.

The Company is not required to comply with more than 50 requests to inspect and receive a copy of personnel records filed by a representative or representatives of employees in one calendar month.

Definitions

“Employee” means a person who is currently employed, one who is laid off with rights of reemployment or a person on leave of absence.

“Personnel records” means records that are used or have been used to determine an employee’s qualifications for promotion, additional compensation or disciplinary action, including termination. Examples include (but are not limited to) the following:

- Employment applications;
- Payroll authorization forms;
- Notices of commendation, warning, discipline and/or termination;
- Notices of layoff, leave of absence and vacation;
- Notices of wage attachment or garnishment;
- Education and training notices and records;
- Performance appraisals/reviews; and
- Attendance records.

If the Company maintains education or training records, the Company will ensure those records include all of the following:

- The name of the employee;
- The name of the training provider;
- The duration and date of the training;
- The core competencies of a training, including skills in equipment or software; and
- The resulting certification or qualification.

“Reasonable intervals” means once every year—unless there is reasonable cause to believe that a file has been altered in a manner that might adversely affect an employee’s interests, or the file contains information that is pertinent to an ongoing investigation affecting the employee, in which case more frequent inspections would be considered reasonable.

“Reasonable times” means during the regular business hours of the office where personnel records are ordinarily maintained.

“Representative” means a person authorized in writing by the employee to inspect, or receive a copy of, their personnel records.

Current Employees

The Company will make a current employee’s personnel records available for inspection, and, if requested by the employee or their representative, provide a copy thereof, at the place where the employee reports to work or at another location agreeable to the Company and the requester.

Legacy Farms Employee Handbook

The Company may require that an employee inspect their personnel file in their own free time. If the employee is required to inspect or receive a copy at a location other than the place where they report to work, the employee will not lose compensation. If the employee is required to travel to the location where the records are stored, the inspection will be during a time when the employee is required to work for the Company, and the employee will be compensated for that time at their regular rate of pay.

Former Employees

The Company will make a former employee's personnel records available for inspection, and, if requested by the employee or their representative, provide a copy thereof, at the location where the Company stores the records—unless the parties agree in writing to a different location. A former employee may receive a copy by mail if they reimburse the Company for postal expenses.

However, if a former employee seeking to inspect their personnel records was terminated for a violation of law or an employment-related policy involving harassment or workplace violence, the Company may comply with the request by doing one of the following:

- Making the personnel records available to the former employee for inspection at a location other than the workplace that is within a reasonable driving distance of the former employee's residence; or
- Providing a copy of the personnel records by mail.

These rules do not limit a former employee's right to receive a copy of their personnel records.

The Company is required to comply with one request per year by a former employee to inspect or receive a copy of their personnel records.

Copies

Upon a written request from a current or former employee, or their representative, the Company will provide a copy of personnel records, at a charge not to exceed the copying cost, within 30 calendar days of the date the Company receives the request. The Company and the current or former employee, or their representative, may agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the Company's receipt of the written request.

Exceptions

This policy does not apply to:

- Records relating to the investigation of a possible criminal offense;
- Letters of reference; or
- Ratings, reports or records that were:
 - Obtained before the employee's employment;
 - Prepared by identifiable examination committee members; or
 - Obtained in connection with a promotional examination.

Also, if an employee or former employee files a lawsuit related to a personnel matter against the Company, the right of the employee, former employee or their representative to inspect or copy personnel records

ceases during the pendency of the lawsuit in the court with original jurisdiction. A lawsuit relates to a personnel matter if a current or former employee's personnel records are relevant to the lawsuit.

Payroll Records

Upon reasonable request, the Company will allow current and former employees to inspect or receive a copy of payroll records pertaining to their employment. The Company may take reasonable steps to ensure a current or former employee's identity. If the Company provides copies of the records, the copying cost may be charged to the current or former employee. The Company will comply with a written or oral request to inspect or receive a copy of records as soon as practicable, but within 21 calendar days of the request. The Company may designate the person to whom a request will be made. Additionally, if a piece rate or incentive plan, such as a commission plan, is in operation, piece rates or an explanation of the incentive plan formula will be provided to employees.

The Company will make paid sick leave records available to an employee in the same manner as described in the paragraph immediately above.

Signed Documents for Employment

If an employee or applicant signs any document related to obtaining or holding employment, the Company will provide them with a copy of the document upon request.

Exposure Records

The Company will provide employees or their representative(s) access to accurate records of employee exposure to potentially toxic materials or harmful physical agents.

Nondiscrimination

The Company will not discharge or otherwise discriminate against any employee because they exercised their rights under this policy or any related law.

For more information, please contact Human Resources.

Personnel Records Policy

The Company strives to keep accurate and up-to-date personnel records. Employee personnel files may include the following:

- Employee demographic information;
- Job application;
- Resume;
- Training records;
- Salary history;
- Disciplinary action records;
- Performance reviews; and
- Coaching and mentoring records.

Legacy Farms Employee Handbook

To ensure the accuracy of personnel records, employees should immediately notify the Human Resources of any of the following changes:

- Name;
- Address;
- Telephone number;
- Marital status;
- Dependent status;
- Tax status; and
- Immigration status.

Employees are responsible for notifying the Human Resources of any change. By promptly notifying the Company of such changes, employees will avoid compromising their benefit eligibility, the return of W-2 forms or similar inconvenience.

Personnel records are confidential and are not available to anyone outside of the Company unless the employee personally authorizes the release. A release may not be necessary when reporting certain information is required by law or when an authorized government agency inspects files. Employee information that is personal in nature (e.g., home address, phone number, etc.) is treated as confidential. Information needed out of business necessity may be released to other employees but will be considered on a case-by-case basis.

Recruitment and Hiring

The Company is committed to hiring individuals based on their qualifications, experience and alignment with the Company's mission and values. To accomplish this, the Company strives to recruit from the broadest possible applicant pool. The Company ensures that the recruitment and selection process is conducted in a fair, objective and nondiscriminatory manner. Through fair and open competition and the application of equitable evaluation criteria, the Company hires the best available candidates. The Company's recruitment and hiring practices comply with all applicable federal, state and local laws and regulations. The Human Resources is responsible for administering recruiting and hiring policies for the Company.

All recruitment and hiring decisions are made without regard to race, color, religion, gender, sexual orientation, gender identity, age, national origin, disability, marital status, veteran status or any other protected characteristic in accordance with applicable laws.

All hiring must be initiated through a job requisition process approved by the Human Resources. Job openings will be posted internally and externally through appropriate platforms, including the Company's website, job boards, social media, professional networks and recruiting firms. Internal candidates are encouraged to apply for open positions.

The Human Resources will review candidate applications to ensure they meet the basic requirements. Qualified candidates will be submitted to hiring managers for further review. Hiring managers and the Human Resources will conduct interviews to evaluate candidates based on their experience, skills and organizational fit. Interviews will be conducted fairly and objectively. The Company may use relevant assessments to evaluate candidates' abilities and skills. All assessments will be job-related and consistent with legal requirements.

Legacy Farms Employee Handbook

The Company will make hiring decisions based on a combination of the candidate's qualifications, experience, interview performance, cultural fit and overall suitability for the position. Final candidates may be subject to background checks, employment verification and reference checks as appropriate for the position and in accordance with all applicable laws and regulations.

Once a hiring decision is made, the Human Resources will make an offer of employment to the candidate in writing. The offer will include the position title, start date, compensation and other relevant terms and conditions. The offer of employment is contingent upon the successful completion of any pre-employment screening.

All candidate information will be kept confidential throughout the recruitment process.

Employment of Relatives

Members of an employee's immediate family will be considered for employment with the Company based on their qualifications. An employee's immediate family may not be hired, however, if it would create a direct supervisor-subordinate relationship with a family member, have the potential for creating an adverse effect on work performance or create either an actual conflict of interest or the appearance of a conflict of interest. This policy will be considered when hiring, assigning or promoting an employee.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives (including marriage, reduction in force, reorganization, priority placement, etc.), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family members or close personal relatives, the supervisory relative will not be involved in any personnel action involving their relative.

For purposes of this policy, an employee's immediate family includes their mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, stepparent, grandchild or grandparent. This policy also applies to close personal relatives, such as uncles, aunts, first cousins, nephews, nieces or half-siblings.

Relationships in the Workplace

The Company aims to preserve a working environment that has clear boundaries between personal and professional relationships, as it helps all to conduct business in a professional manner. This policy establishes clear boundaries regarding how relationships develop at work and within the confines of the work area.

During working hours and in working areas, employees are expected to keep all personal interactions limited and professional to avoid distracting and offending others. Employees are prohibited from engaging in any physical interactions that may be inappropriate in the work area. Employees who engage in personal relationships with others and allow these relationships to negatively affect the working environment will be subject to disciplinary action, up to and including termination.

Romantic relationships between supervising, managing or executive employees and subordinates are strictly prohibited. If a relationship develops between a supervising employee and their subordinate, the Human Resources must be notified immediately.

Separation of Employment

Legacy Farms Employee Handbook

Separation of employment is an inevitable aspect of personnel activity within any organization, and many reasons for separation are routine. Some of the most common circumstances under which employment is ended include the following:

- Resignation—voluntary employment separation initiated by an employee;
- Termination—involuntary employment separation initiated by the Company; and
- Layoff—involuntary employment separation initiated by the Company for nondisciplinary actions.

Employees who leave the Company in good standing may be considered for re-employment.

Resignation

If an employee wishes to resign, the employee should notify their immediate supervisor of their resignation, the reason for their resignation and their anticipated departure date at least two weeks in advance in writing.

Termination

All employment at the Company is at-will, which means that employees may be terminated from employment with the Company with or without cause at any time. Reasons for termination may include, but are not limited to, the following:

- Falsifying or withholding information from the Company;
- Unsatisfactory job performance;
- Poor attendance;
- Inappropriate conduct;
- Insubordination;
- Breach of confidentiality;
- Dishonesty; or
- Theft

Where deemed appropriate, the Company will encourage employees to take corrective action to improve their work performance or conduct through coaching and other guidance. There may be instances when corrective action is not enough or more severe discipline is required, such as verbal warnings, written warnings, implementation of performance improvement plans or discharge. The Company does not need to go through each step involved in the disciplinary process when disciplining or terminating an employee. Discipline may begin at any step in the disciplinary process depending on the circumstances, seriousness of the matter and type of conduct involved.

Layoff

The Company may decide, based on business needs, to implement a reduction of force or reorganization. This may result in the involuntary termination of one or more employees. If advance notice is required by law, the Company will notify employees prior to a reduction in force or layoff.

Exit Interviews

The Human Resources may interview all employees on or before their last day of employment. All company property and materials, including office keys, company equipment and confidential information,

must be returned to the Company at this time. If applicable, continuation of benefits, COBRA rights and vacation pay-out eligibility will be discussed.

Social Media Policy

The term “social media” includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Employees are not allowed to voice or video record while at work. They are not allowed to post any content on social media regarding their work such as videos recorded while at work.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Social Media Policy (CA)

Employees will not be asked or required to:

- Disclose a username or password for the purpose of accessing personal social media;
- Access personal social media in the presence of the employer; or
- Divulge any personal social media, except in limited circumstances.

However, the Company may request that an employee divulge personal social media reasonably believed to be relevant to an investigation or allegations of employee misconduct, or employee violation of laws. In addition, any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination.

The term “social media” is defined as an electronic service or account, or electronic content, including, but not limited to, videos, still photographs, blogs, video blogs, podcasts, instant and text messages, email, online services or accounts, or internet website profiles or locations.

Telephone Policy

Legacy Farms Employee Handbook

Access to the Company telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company's mission and should comply with applicable rules and regulations.

When using company phones, please adhere to the following guidelines, based on the type of call the employee is making or receiving:

- **Business phone calls**—The Company conducts business over the phone. A friendly but businesslike telephone manner should always be projected. When an employee is away from their work area, the employee should forward their calls to the appropriate extension.
- **Personal phone calls**—The Company recognizes that periodically personal phone calls must be made or received during business hours.
- **Personal cellphone calls**—To provide an optimum work environment, employees are expected to turn off their cellphones during work hours. Ringing cellphones distract co-workers and can interfere with productivity. Cellphones should only be used during breaks, lunches and outside the office. Flexibility will be provided in circumstances demanding immediate or emergency attention.
- **Voicemail**—The Company's telephones are equipped with voicemail, which helps maintain a high quality of service for clients and increases efficiency throughout the office. Voicemail greetings should be brief and communicate an employee's availability to clients.

The Company's telephone system is, at all times, the property of the Company. By accessing the telephone system through facilities provided by the Company, employees acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company allows employees to bring personal cellphones and other mobile devices into the workplace. However, employees must not allow the use of such devices to interfere with their job duties or impact workplace safety and health. Employees should use common sense and their best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cellphone calls during their breaks or lunch times. During these times, employees should use their devices in a courteous manner to those around them. Outside of breaks and lunch times, use of personal devices should be kept to a minimum and limited to emergency use only. The use of cameras and audio/video recording on cell phones during work hours is prohibited to protect the privacy of the Company as well as that of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law. Employees must comply with the Company's policies regarding protecting confidential and proprietary information when using their personal devices.

The Company prohibits the use of handheld cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Visitors

All visitors must enter the Company's premises through the main entrance in the reception area. Visitors must sign in with reception at the start of their visit and out at the end of their visit. All visitors must act professionally and refrain from taking photographs or videos unless authorized by the Human Resources.

Legacy Farms Employee Handbook

Visitors include any non-company employee, employees' friends and family, contractors, vendors, candidates and former employees.

Personal visitors should be kept to a minimum and restricted to non-working hours, such as mealtimes or after business hours. Employees should always accompany personal visitors, and employees should not share or display confidential or proprietary information to visitors.

All visitors must be escorted by authorized personnel at all times. If an unauthorized or suspicious individual is observed on the Company's premises, employees should immediately notify their supervisor or, if appropriate, escort the individual to the reception area.

Workspace Policy

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, an employee's workspace should be clean, organized and free of items that are not required to perform their job.

Anti-discrimination and Harassment

Americans With Disabilities Act Policy

The Company complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and is committed to providing equal employment opportunities to qualified individuals with disabilities. The ADA prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but the ADA prohibits discrimination against a qualified applicant or employee because of their disability or perceived disability. The Company prohibits discrimination of any kind against people with disabilities.

Disabled Defined

Under the ADA, an applicant or employee is considered disabled if the individual:

- Has a physical or mental impairment that substantially limits one or more major life activities;
- Has a record or past history of such an impairment; or
- Is regarded or perceived (correctly or incorrectly) as having such an impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help an individual with a disability apply for a job, perform the duties of a job or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company. If an individual believes they need an accommodation because of their disability, the individual is responsible for requesting a reasonable accommodation from the Human Resources. Individuals may make this request orally or in writing.

After receiving the oral or written request, the Company will meet with the individual and engage in an interactive dialogue with the individual to determine the limitations of the individual's disability and explore potential reasonable accommodations that could overcome those limitations. The Company may ask for information, including from a health care provider, regarding the nature of the individual's disability and the nature of the individual's limitations, or take other steps necessary to help the Company determine viable options for reasonable accommodation.

The Company will work with the individual to determine whether their disability can be reasonably accommodated. If it can be accommodated, the Company will explore alternatives with the individual and endeavor to implement a mutually agreeable accommodation. Individuals may suggest specific accommodations they believe would allow them to perform their job. However, the Company is not required to make the specific accommodation requested by the individual and may provide an alternative

effective accommodation. Additionally, if more than one accommodation would be effective, the Company may choose which one to provide. The Company does not have to provide an accommodation if doing so would cause undue hardship to the Company.

Reasonable accommodation may take many forms, including, but not limited to:

- Making existing facilities used by employees readily accessible to and usable by persons with disabilities;
- Job restructuring, modifying work schedules and reassignment to a vacant position; and
- Acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials or policies and providing qualified readers or interpreters.

If an employee's disability or need for accommodation is not obvious, the Company may ask the employee to provide supporting documents showing that the employee has a disability within the meaning of the ADA and that the employee's disability requires a reasonable accommodation. The Company reserves the right to require the employee to see a health care professional of the Company's choosing, at the Company's expense, if the information provided in the employee's support documents is not sufficient. If the employee fails to provide the requested information or visit the designated health care professional, the Company may deny the employee's request for a reasonable accommodation. The Company will keep confidential any medical information received in connection with an employee's request for a reasonable accommodation.

No Retaliation

The Company will not retaliate against employees for requesting an accommodation in good faith.

The Human Resources is responsible for administering this policy. Employees should contact the Human Resources with any questions or requests for accommodation.

Pregnancy Accommodation

The Company complies with the Pregnant Workers Fairness Act (PWFA) and all applicable federal, state and local laws and regulations requiring accommodating individuals with known limitations related to pregnancy, childbirth or related conditions. To that end, the Company provides reasonable accommodations for the known limitations of a qualified individual related to pregnancy, childbirth or related conditions unless it would cause undue hardship. The Company does not discriminate against qualified individuals with known limitations related to pregnancy, childbirth or related conditions regarding application procedures; hiring; advancement; discharge; compensation; training; and other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with known limitations related to pregnancy, childbirth and any medical condition related to the employee's pregnancy or childbirth, including, but not limited to, lactation or the need to express breast milk for a nursing child, unless the requested accommodation (or another reasonable accommodation) results in an undue hardship to the Company.

Examples of reasonable accommodations for pregnancy, childbirth or related medical conditions may include, but are not limited to:

Legacy Farms Employee Handbook

- Allowing for job restructuring;
- Instituting part-time or modified work schedules;
- Allowing for additional, longer or more flexible breaks to drink water, eat, rest or use the restroom;
- Changing food or drink policies to allow for a water bottle or food;
- Acquiring or modifying equipment, uniforms (including safety apparel) or devices;
- Allowing seating for jobs that require standing or standing in jobs that require sitting;
- Implementing appropriate adjustments to or modifications of examinations or policies;
- Permitting the use of paid leave (whether accrued, short-term disability or another type of employer benefit) or providing unpaid leave, including attending health care-related appointments and recovering from childbirth;
- Assigning an individual to light duty;
- Allowing for telework; and
- Accommodating an individual's inability to perform one or more essential functions of a job by temporarily suspending the requirement that the employee perform one or more essential functions of a job if the inability to perform the essential function is temporary and the employee is expected to be able to perform the function again in the near future.

The Company will engage in an interactive process with individuals who request accommodations and make determinations as to such requests on a case-by-case basis. In some instances, the Company may provide an alternative effective accommodation in lieu of the requested accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the company.

Qualified individuals may be entitled to reasonable accommodations under the PWFA even if they are not experiencing a pregnancy-related disability, as defined under the Americans with Disabilities Act.

The Company will not take retaliatory action against an individual who requests or receives a reasonable accommodation related to pregnancy, childbirth or related conditions in good faith. If an employee or applicant believes that they have been subject to retaliation based on an accommodation or accommodation request, they should contact Human Resources.

If necessary to determine whether to grant a reasonable accommodation, the Company may request supporting medical documentation to show the existence of a pregnancy-related condition within the meaning of the PWFA and that the pregnancy-related condition requires a reasonable accommodation. The Company will keep confidential any employee medical information it receives.

For questions or to submit a request for a pregnancy-related accommodation, please contact Human Resources.

Discrimination Is Prohibited Policy (CA)

The Company is an equal opportunity employer and makes all employment decisions without regard to race (including traits that are historically associated with race, such as hair texture and protective hairstyles, including braids, locks and twists), religion, creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military status, veteran status, actual or perceived combination of protected traits or any other status protected under applicable federal, state or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal,

state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Employer-sponsored Meetings Discussing Religious or Political Matters

The Company values a diverse and inclusive workplace where employees feel respected and free from undue influence. This policy outlines guidelines regarding employer-sponsored meetings that involve discussions of religious or political matters to ensure a professional, respectful, and inclusive environment.

Employer-sponsored meetings and events are intended to focus on work-related topics, professional development or company business. Discussions involving religious or political matters are generally discouraged to maintain a neutral and inclusive environment. The Company will not discharge, discipline, penalize or otherwise discriminate against employees who refuse to attend meetings or listen to communications in which the primary purpose is to communicate the Company's opinions on religious or political matters.

For purposes of this policy, "political matters" means matters relating to elections for political office, political parties, proposals to change legislation, proposals to change regulation, and the decision to join or support any political party or political, civic, community, fraternal or labor organization. "Religious matters" means matters relating to religious belief, affiliation and practice, and the decision to join or support any religious organization or association.

Employees with questions about this policy or who wish to report concerns are encouraged to contact the Human Resources.

Harassment Training

The Company is committed to maintaining a work environment that is free from harassment and discrimination. As part of this commitment, the Company requires all employees to participate in regular harassment prevention training. This policy outlines the training requirements and expectations for all employees and supervisors.

This policy applies to all employees, including full-time, part-time, seasonal and temporary employees as well as interns.

The Company requires all new employee to undergo harassment training, which includes training on discrimination and sexual harassment, within the first 90 days of their employment with the Company and at least once every year thereafter.

Legacy Farms Employee Handbook

In addition, all employees hired as or promoted to a supervisor or management position must undergo at least two hours of sexual harassment training within the first six months of assuming a new supervisory or management position. All supervisors and managers must complete at least two hours of interactive discrimination and harassment training at least once every year.

Harassment training may be delivered in person, via a live webinar or through an interactive online course. All training must be documented and completed using approved materials that meet applicable legal standards. Upon completion of training, employees may be required to acknowledge their understanding and receipt of the training. Training completion records will be maintained by the Human Resources.

Any employee who fails to comply with this policy may be subject to disciplinary action, up to and including termination of employment.

Religious Accommodation

The Company is committed to fostering an inclusive workplace that respects the diverse religious beliefs and practices of all employees. To this end, the Company complies with all applicable federal, state and local laws that prohibit discrimination based on religion. The Company will reasonably accommodate an employee's sincerely held religious beliefs and practices if the accommodations would resolve a conflict between the employee's religious belief or practice and a work requirement unless doing so would create an undue hardship on the Company. Employees are entitled to request reasonable accommodations for religious beliefs, practices or observances. Examples of reasonable accommodations include, but are not limited to, flexible scheduling, voluntary shift substitutions, breaks for prayer, dress code modifications or time off for religious holidays.

Employees who need an accommodation because of their religious beliefs or practices should notify their manager or the Human Resources as soon as possible. Requests may be made verbally or in writing, but the Company encourages employees to provide written notice of the need for a religious accommodation. The request should include a description of the proposed accommodation, the reason the accommodation is needed and how the accommodation will resolve the conflict between the employee's religious beliefs or practices and their work requirements. Upon receiving a request, the Human Resources and the employee will engage in an interactive dialogue to understand the nature of the accommodation requested and explore possible solutions. Accommodations will be granted unless they impose an undue hardship on the Company. An undue hardship refers to substantially increased costs in relation to the conduct of the Company's particular business.

All information related to religious accommodation requests will be treated confidentially and shared only on a need-to-know basis. The Company will not discriminate or retaliate against an employee who requests a religious accommodation or leave for religious reasons under this policy.

For questions or to submit a request for a religious accommodation, please contact the Human Resources.

Supervisors' Responsibilities

Supervisors play a critical role in supporting the Company's mission, fostering a positive work environment and ensuring compliance with the Company's policies and applicable federal, state and local laws and regulations. This policy outlines the roles, responsibilities and expectations of all supervisors within the Company. This policy applies to all employees in supervisory roles, including team leads, managers and department heads.

Legacy Farms Employee Handbook

The responsibilities of supervisors include understanding and fairly administering the Company's policies, establishing clear work standards and expectations and providing an inclusive environment that fosters open communication regarding work-related issues. Supervisors are expected to oversee their employees' performance by managing and evaluating work, providing regular feedback, encouraging teamwork and collaboration, recognizing satisfactory work product, addressing unsatisfactory performance and providing opportunities for professional growth and development. All supervisors must conduct performance evaluations in a timely and constructive manner, identify and address performance issues and support employee development and training opportunities. Supervisors are also expected to maintain open, honest and respectful communication with employees; ensure employees are informed about policies, procedures and organizational updates; and facilitate regular team meetings and one-on-one check-ins.

The Company expects supervisors to model ethical behavior and integrity. Supervisors should avoid favoritism or engaging in behavior that may be perceived as harassing or discriminatory. Supervisors may not require employees to work on their personal or nonprofessional affairs or to perform personal services, except where inherent in the nature of the position and defined in the position description.

Supervisors are encouraged to address work-related concerns and complaints informally with those involved as early as possible. When supervisors learn of employee concerns or complaints, they should attempt to address them in a respectful, responsive and timely manner. Retaliation against anyone for raising a complaint or participating in the Company's complaint resolution procedure, whether as a witness or otherwise, is strictly prohibited.

If a supervisor is informed of an allegation that an employee violated the Company's policies against sexual harassment, sexual misconduct or discrimination or harassment based on a protected status, the supervisor must promptly notify the Human Resources. This obligation to notify applies even if the employee does not report to that supervisor. Additionally, if a supervisor is informed of any allegations that violate other policies not involving protected status, the supervisor should also report them to the Human Resources.

Supervisors will be held accountable to fulfill these responsibilities. Failure to meet expectations may result in corrective action, up to and including reassignment or termination.

Workplace Harassment Policy (CA)

The Company is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on a protected characteristic, and an environment free from retaliation for participating in any protected activity covered by this policy. The Company is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, we have adopted and maintain this anti-discrimination policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. We will implement appropriate corrective action(s), up to and including formal discipline, in response to misconduct—including violations of the Company's anti-discrimination policy—even if the violation does not rise to the level of unlawful conduct.

The Company prohibits discrimination and harassment based on the following characteristics: race (including traits associated with race, including hair texture and protective hairstyles, such as braids, locs and twists), color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability*, medical condition (including cancer and genetic conditions), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual

Legacy Farms Employee Handbook

orientation, veteran or military status, medical leave or other types of protected leave (requesting or approved for leave under the federal Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, actual or perceived combination of protected classes and any other characteristic protected by state or federal anti-discrimination law covering employment. These categories are defined according to California Government Code section 12920. In addition, the Company prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy.

All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that the Company has an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. The Company is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

Scope of Protection

This policy applies to applicants and employees (co-workers, supervisors, and managers). As used in this policy, the term “employee” includes contractors and volunteers in our workplace. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from the Company's premises, such as a business trip or business-related social function.

Applicant/Employee Rights

- The right to a discrimination, harassment and retaliation-free work environment.
- The right to file a complaint of discrimination, harassment or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.
- The right to a full, impartial, and prompt investigation by a representative or designee of the Company into the allegations of conduct that would violate this policy.
- The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.
- The right to be represented by a person of the complainant's choosing at each and all steps of the complaint process.
- The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.
- The right to file a complaint directly with the California Civil Rights Department, the federal Equal Employment Opportunity Commission, or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

Conduct Prohibited by This Policy/Definitions

Discrimination: As used in this policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, based solely or in part on the employee's, or applicant's, protected characteristic, including their perceived protected characteristic. Protected characteristics include: race, color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the federal Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation and any other characteristic protected by state or federal anti-discrimination law covering employment. The categories are defined according to California Government Code section 12920. Discrimination includes unequal treatment based upon the employee's or applicant's association with a member of these protected classes.

Discrimination may include but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected characteristic; allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation, or other employment-related decisions unless otherwise permitted by applicable law**; and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

Harassment: As used in this policy, harassment is defined as unwelcome disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected characteristics listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, or making physical contact in an unwelcome manner).

Sexual Harassment: As used in this policy, sexual harassment is defined as harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression or sexual orientation. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be of a sexual nature or be motivated by sexual desire. It may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment ("this for that")
 - Submission to sexual conduct (or other harassing conduct) is made explicitly or implicitly a term or condition of an individual's employment.
 - Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.
2. Hostile Work Environment Sexual Harassment: Unwelcome conduct on the basis of sex, gender, gender identity, gender expression, or sexual orientation by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. When unwelcome, examples include:
 - Sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.

Legacy Farms Employee Handbook

- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures, or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons or posters.
- Impeding or blocking movement, touching or assaulting others.
- Reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation: As used in this policy, retaliation is defined as any adverse employment action taken against an applicant or employee because that person engaged in activity protected under this policy or reasonably thought to be protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the applicant's or employee's employment status or is reasonably likely to deter the person from engaging in protected activity. Even actions that do not result in a direct loss of compensation or in termination may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties; or excluding the employee from job-related activities because of engagement in activities protected under this policy.

Training Requirements

Every two years, all employees must take the Company Sexual Harassment Prevention Training*** aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. Specific components of the training include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy.

Addressing and Reporting Violations of This Policy

Any employee or applicant who experiences or witnesses behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation to his/her supervisor, manager or the Human Resources. There is no chain of command when contacting the Human Resources; an individual does not need supervisor or manager approval to do this. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor, manager or the Human Resources. A complaint may be brought forward verbally or in writing. Written complaints can be made using the Company EEO Complaint Form.

Legacy Farms Employee Handbook

Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the Human Resources and must follow that officer's instructions as to how best to proceed.

Company will promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, Company may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, Company may continue the investigation to ensure that the workplace is free from discrimination, harassment and retaliation. Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, Company may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

To the extent possible, Company will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with Company's ability to fulfill its obligations under this policy or any applicable law or order. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated, Company will take appropriate corrective and preventive action calculated to end the conduct up to and including formal discipline where warranted.

Contact information for the Company Human Resources is:

Mayra Sandoval

Filing of Complaints With Other Jurisdictions

Employees and applicants may also file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

CALIFORNIA CIVIL RIGHTS DEPARTMENT

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

(800) 884-1684 (voice), (800) 700-2320 (TTY) or California's Relay Service at 711

Contact.center@calcivilrights.ca.gov

www.cacivilrights.ca.gov

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

450 Golden Gate Avenue 5 West,

P.O Box 36025

San Francisco, CA 94102

1 (800)669-4000

1 (800) 669-6820 (TTY)

1 (844) 234-5122 (ASL Video Phone)

www.eeoc.gov/employees

STATE PERSONNEL BOARD APPEALS DIVISION

801 Capitol Mall

Sacramento, CA 95814

(916) 653-0799 or TDD Line (916) 653-1498 (TDD)

www.spb.ca.gov

Corrective Action Guidelines

Company will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as Company.

*The Company recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or religious belief or practice, the employee should discuss the matter with their supervisor or the Human Resources.

**For example, veteran's preference as permitted under California Government Code 18973.1.

***Employers may utilize the Civil Rights Department's online trainings at www.calcivilrights.ca.gov/shpt/ to satisfy this requirement.

Pay Practices and Working Hours

Attendance and Punctuality Policy

Absenteeism and tardiness place a burden on both the Company and staff. The Company expects that every employee will be regular and punctual in attendance. This means employees must be in the office and ready to work at their designated start time each day.

The Company recognizes that illness or other circumstances beyond an employee's control may cause the employee to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on co-workers and can have a negative impact on the success of the Company.

Employees who are unable to work due to illness or an accident must promptly notify their supervisor. Whenever an employee knows in advance that they are going to be absent, the employee should notify their immediate supervisor as far in advance of the absence as possible. If the employee's absence is unexpected, the employee should contact their immediate supervisor as soon as possible, but in no event later than one hour before the employee is due at work. In the event the employee's immediate supervisor is unavailable, the employee must contact Human Resources. Leaving a message with another staff member or on voicemail does not constitute an acceptable notification of absence under this policy. If an employee does not report to work and the Company is not notified of the employee's status, it will be assumed after two consecutive days of absence that the employee has voluntarily resigned and the Company will initiate the termination process.

When an employee must be absent during the workday, the employee must schedule their absence to have the smallest impact possible on the Company's business operations. If an employee becomes ill at work or must leave the office for some other reason before the end of the workday, the employee must inform their supervisor of the situation before leaving.

The Company may apply unused vacation, sick time or other paid time off for an unauthorized absence, when permitted under applicable federal, state or local law.

Discussion of Wages (CA)

The Company does not prohibit employees from disclosing their wages, discussing others' wages, inquiring about another employee's wages or aiding or encouraging any other employee to exercise their rights under the California Equal Pay Act (CEPA). However, this policy does not require the disclosure of wages. Additionally, the Company will not discharge, discriminate or retaliate against an employee who invokes or assists in enforcing the rights granted under the CEPA.

Hours of Work Policy

The workweek is generally from Monday to Sunday, with normal operating hours from Varies depending on position. through Varies depending on position. , with a 30-minute lunch break. This is the standard workweek for all full-time employees, unless an alternative arrangement has been requested by an employee and approved by the Company, including the use of a flexible work schedule. For more

information regarding a flexible work schedule, please review the “Flex Time” policy.

Meal and Rest Breaks Policy (CA)

Meal Breaks

The Company provides employees who work more than five hours with at least an uninterrupted 30-minute meal period no later than the end of the employee’s fifth hour of work. If the employee’s total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the Company and employee.

The Company also provides employees who work more than 10 hours with at least a second uninterrupted 30-minute meal period no later than the end of the employee’s tenth hour of work. If the total hours worked are no more than 12 hours, the second meal period may be waived by mutual consent of the Company and employee only if the first meal period was not waived.

Employees will be relieved of all duties and will be free to leave the employment premises while on break. Nonexempt employees will not be paid for uninterrupted, 30-minute breaks. However, shorter breaks provided by the Company will be compensated.

The Company will permit a paid on-duty meal period only when the nature of the work prevents an employee from being relieved of all duty and when, by written agreement between the Company and employee, an on-the-job paid meal period is agreed to. The employee may, in writing, revoke the agreement at any time. The Company and employee may not agree to an on-duty meal period unless, based on objective criteria, an employee would be prevented from being relieved of all duty based on the necessary job duties. Please contact Human Resources for more information.

Rest Breaks

The Company provides employees with an uninterrupted paid rest period based on the total hours worked daily at the rate of at least 10 minutes net rest time every four hours (or major fraction thereof). Anything more than two hours is considered to be a major fraction of four. A rest period is not required for employees whose total daily work time is less than 3.5 hours.

The rest period will (insofar as practicable) be in the middle of each work period and will begin when the employee reaches an area away from the work area that is appropriate for rest.

Employees will be relieved of all duties and will be free to leave the employment premises while on break; however, rest periods will be counted as time worked.

Please contact Human Resources for more information. Employees may also review the applicable California Industrial Welfare Commission wage order at <https://www.dir.ca.gov/iwc/wageorderindustries.htm>.

Inclement Weather Policy

The Company is open for business during normal business hours unless there is a government-declared state of emergency or unless employees are advised otherwise by their supervisor. There may be times

Legacy Farms Employee Handbook

when the Company will delay opening, and on rare occasions, the Company may have to close early or unexpectedly. Please use common sense and best judgment when traveling to work in inclement weather.

In the event that the Company's facilities are closed by the Company or the government, employees will not be paid for the day. If the Company's facilities are open and employees are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) paid time off or (2) unpaid time off, in that order. Employees should always use their judgment about their safety when traveling to work. If the Company is not going to open for the day, employees will be contacted by their direct supervisor.

When severe weather develops or is anticipated to develop during the day and a decision is made by the Company to close before the scheduled end of the business day, employees will not be compensated as if they had worked to the end of their regularly scheduled hours for that day, but will be compensated for hours worked.

Overtime Hours Policy

This policy applies to employees entitled to overtime compensation under the federal Fair Labor Standards Act (FLSA) and applicable state and local laws for hours worked more than 40 hours in any workweek. Nonexempt employees may qualify for overtime compensation; however, exempt employees under the FLSA are not entitled to overtime compensation.

The Company may periodically require employees to work overtime. If the Company requires that an employee work overtime, the Company will give the employee as much advance notice as possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including termination.

The Company compensates overtime compensation at a rate of 1.5 times an employee's regular rate of pay for all hours worked in excess of 40 hours in any one workweek. Vacation, sick time and other excused absences are not included in hours that qualify for overtime eligibility.

Overtime Pay (CA)

This policy applies to the Company's nonexempt California employees, including any out-of-state nonexempt employees who temporarily work in California.

The Company may periodically require employees to work overtime. If the Company requires that an employee work overtime, the Company will give the employee as much advance notice as possible. However, no employees are authorized to work overtime hours without prior written approval by their immediate supervisor. Employees who want to work overtime hours (as detailed below) must receive written authorization from their supervisor before doing so. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including termination.

The Company compensates nonexempt employees for any overtime hours worked. The overtime wage rate depends on when the overtime work takes place, as described below. Because overtime calculations depend on the number of hours worked per day or per week, the Company will not average the hours an employee works during one day or one week with the hours the employee works on any other workday or workweek.

Legacy Farms Employee Handbook

The Company compensates nonexempt employees for any overtime hours worked as follows:

- 1.5 times the regular wage rate for work performed:
 - Over 40 hours during a workweek;
 - Over eight hours during a workday; or
 - During the first eight hours of the seventh consecutive workday in any workweek.
- Twice the regular wage rate for work performed over:
 - 12 hours during a workday; and
 - Eight hours during the seventh consecutive workday in any workweek.

The Company will not combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. The Company will use whichever calculation method above results in the greatest amount of wages based on the hours worked.

An employee's regular wage rate is the actual rate of pay they receive for a standard, non-overtime workweek. An employee's regular rate can vary from week to week and may be different from their contractual rate of pay.

An employee's regular rate for a specific work period is calculated by dividing their entire compensation for a workweek by the number of hours they worked during that period. An employee's entire compensation is all compensation paid to them. Generally, this includes the employee's hourly rate, shift differential, non-discretionary bonuses, production bonuses and commissions, and excludes reimbursements for business expenses, bona fide gifts, discretionary bonuses, Company-investment contributions and payment for non-working hours (for example, pay for vacation, sick leave or jury duty).

If an employee is paid two or more rates during the workweek, the regular rate is the weighted average, which is determined by dividing their total earnings for the workweek (including earnings during overtime hours) by the total hours worked during the workweek (including the overtime hours).

If any discrepancies exist among federal, state and local laws, the Company will comply with the provisions that are most favorable to employees. For more information, please contact the Human Resources.

Salaried Nonexempt Employees

For the purpose of computing the overtime rate of compensation to be paid to a nonexempt full-time salaried employee, the employee's regular hourly rate is 1/40th of the employee's weekly salary. Payment of a fixed salary to a nonexempt employee provides compensation only for the employee's regular, non-overtime hours, notwithstanding any private agreement to the contrary.

Payroll Practices Policy

Employees are paid Weekly. If the regularly scheduled payroll date falls on a Saturday, the Company will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date. Commissions for sales employees are paid on the last day of each month.

Employees should review their paychecks for accuracy. If an employee discovers an issue, report it to Human Resources immediately.

Salary Deductions and Withholding Policy

The Company is required to make certain deductions from employees' pay each pay period. The Company will withhold the following from an employee's paycheck:

Taxes

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Employee contribution to health insurance or other insurance premiums for themselves and any eligible family members or to other contributory benefit programs.

Other Deductions

Deductions required under law or by court order for wage garnishments.

Additionally, the Company may make deductions for exempt employees for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. Employees may also authorize certain voluntary deductions from their paychecks where permissible under applicable law.

All salary deductions are itemized and presented to employees with their paychecks. The Company will not make deductions or withholdings from employee wages that are prohibited by federal, state or local law. Employees should review their paychecks regularly for potential errors and immediately report any discrepancies to Human Resources. If employees have any questions about deductions or withholdings from their paycheck, they should contact Human Resources.

Tracking Time

The Company requires all non-exempt hourly, part-time and temporary employees to track their time by maintaining a timecard of all their hours of work. Employees must punch in immediately before starting their shift and punch out immediately at the end of their shift. Employees should also punch out for meal periods that are 30 minutes or longer. Employees are not permitted to punch in more than 10 minutes before the start of their shifts and may not punch out more than 10 minutes after their shifts end unless overtime hours were previously approved by their managers.

Employees must only use their own timecards. Employees who use a timecard other than their own will be subject to disciplinary action. Employees must turn in their timecards to their supervisor at the end of each pay period. Employees are required to initial their timecards before providing them to their supervisor.

Falsifying time records is grounds for immediate disciplinary action, up to and including termination. Clocking out and continuing to work is considered a false time record resulting in disciplinary action. Additionally, repeated errors or missed punches, requesting time record edits that do not accurately represent hours worked, working beyond approved overtime limits, and clocking in from a remote location where work is not actually being performed may result in disciplinary action.

Legacy Farms Employee Handbook

Employees should notify Human Resources of any pay discrepancies, or unrecorded or inaccurate recorded work hours.

Employee Benefits

COBRA Policy

Under a federal law referred to as “COBRA” (which stands for the Consolidated Omnibus Budget Reconciliation Act), employers with 20 or more employees must provide eligible employees, spouses and dependent children who lose their health benefits with the right to continue group health coverage for limited periods of time under certain circumstances.

Employees who are covered under the Company group health plan may have the right to elect COBRA continuation coverage if they lose health coverage because their:

- Hours of employment are reduced; or
- Employment is terminated for reasons other than gross misconduct.

Spouses and dependent children who are covered under the Company group health plan may have the right to elect COBRA continuation coverage if they lose health coverage due to the covered employee’s:

- Reduction in hours of employment;
- Termination of employment for reasons other than gross misconduct;
- Death;
- Divorce or legal separation; or
- Enrollment in Medicare.

Dependent children who are covered under the Company group health plan may have the right to elect COBRA continuation coverage if they lose health coverage due to a loss of dependent status, in addition to the above reasons.

Employees must notify the Company within 60 days after a divorce, legal separation, or a child’s loss of dependent status under the plan, or the date the employee, spouse, or dependent child would lose coverage due to these events, whichever is later. The Company may require individuals who elect continuation coverage to pay the full cost of the coverage, plus a 2% administrative charge.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Other events that trigger COBRA continuation coverage, such as the employee’s death or divorce, may permit a spouse or dependent child to receive a maximum of 36 months of coverage. There are also ways in which the 18-month period of COBRA continuation coverage can be extended.

More specific information on COBRA continuation coverage, including its cost and how to elect and pay for the coverage, is provided when covered employees, spouses and dependent children become eligible to elect this coverage.

Note that additional state law continuation of coverage provisions may apply to insured benefits. For more information, employees are encouraged to review the Company’s Summary Plan Description or contact Human Resources.

California State Disability Insurance (CA)

Legacy Farms Employee Handbook

Employees who experience non-work-related disability, illness or injury (including those relating to pregnancy and childbirth) and, as a result, experience a loss of wages may be eligible for benefits through the California State Disability Insurance (SDI) program. SDI benefits provide partial wage replacement beginning on the eighth consecutive day of disability and may continue for up to a maximum of 52 weeks.

The SDI program is separate from the federal Family and Medical Leave Act (FMLA) and California's Family Rights Act (CFRA). When applicable, SDI benefits may be used concurrently with leave under the FMLA and/or the CFRA. When more than one law applies to an employee's situation, the Company will apply the law that is most beneficial to the employee. Employees can contact Human Resources if they have questions regarding SDI benefits.

Eligible Employees

The Employment Development Department of the State of California (EDD) determines whether employees are eligible for SDI benefits. Employees may be eligible for SDI benefits if they meet the following criteria:

- They are unable to perform their regular job duties due to a non-work-related disability, illness or injury (including those relating to pregnancy and childbirth);
- They must satisfy a seven-day waiting period;
- They must have lost wages because of their non-work-related disability, illness or injury;
- They must have earned at least \$300 in any calendar quarter from which SDI deductions were withheld during the "base period" (a period that covers 12 months and is divided into four consecutive quarters);
- They are under the care and treatment of licensed physicians/practitioners;
- They must file their claims for SDI benefits with EDD between nine and 49 days after becoming disabled;
- Their physicians/practitioners must submit medical certification of disability, illness or injury to the EDD.

Employees do not need to work a minimum number of hours or days to qualify for benefits. Employees may still qualify for SDI benefits if they are working part-time, intermittent, reduced hours or receiving reduced wages.

Benefits

If an employee is eligible for SDI benefits, they will receive a weekly benefit amount based on their weekly wages. These benefits will be issued to eligible employees directly from the EDD. The weekly benefit amount is generally 70% to 90% of an employee's regular income up to a state-imposed maximum weekly benefit amount.

Employees are generally not eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability or unemployment benefits. Additionally, employees cannot receive both SDI benefits and benefits under California's Paid Family Leave program concurrently.

Employees may be able to use accrued, unused vacation, sick leave, paid time off or other leave to supplement their SDI benefits, but employees cannot receive more than 100% of their normal weekly salary during the benefit period. Employees can contact Human Resources for more information on the integration of wages with SDI benefits.

Employee Notice Obligations

The benefits described in this policy are a state-provided partial wage replacement benefit and not a protected leave of absence. Accordingly, employees are required to follow the Company's notice and certification requirements for taking a leave of absence. Please refer to Company's leave policies for more details.

Applying for Benefits

Employees apply for benefits directly with the EDD. Employees must submit their claims no earlier than nine days after their disability starts and no later than 49 days after their disability starts.

Supporting documentation will need to be provided to the EDD as required, which may include a signed and completed medical certificate from a physician/practitioner.

Employee Protections

While the Company is not required to provide job protection for employees receiving SDI benefits, an employee's job may be protected under another state or federal law, such as the CFRA or the federal FMLA. Employees should refer to the Company's policies regarding those leaves and contact Human Resources with questions.

The Company will not interfere with, restrain, or deny the exercise of an employee's rights, or discriminate in any other manner against an employee for exercising their right to SDI benefits.

Workers' Compensation Insurance

The Company provides workers' compensation insurance, a type of accident and injury insurance that compensates an employee for lost wages, medical expenses and permanent impairment that results from an injury arising out of or in the course of work. This insurance is governed by state law and regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

Employees must report any work-related injury or disease immediately (or as soon as practicable) to their supervisor and Human Resources. This ensures that the Company can help the employee obtain appropriate medical treatment and that the necessary paperwork can be completed in a timely manner. Please note that under state laws, employees who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits.

If an employee can return to work after an injury or illness for which they were receiving workers' compensation benefits, the employee must provide documentation from their medical provider that either outlines any work-related restrictions or verifies that the employee is able to complete all job-related tasks. If an employee can return to work under restrictions, the Company will make every reasonable effort to accommodate the employee's work ability and job responsibilities. When the medical provider removes all work restrictions, the employee is expected to perform their regular duties and will no longer receive workers' compensation benefits.

Legacy Farms Employee Handbook

If an employee's workplace injury or illness qualifies as a serious health condition under the federal Family and Medical Leave Act (FMLA), the employee may take workers' compensation and FMLA leave concurrently.

Employees should direct any questions regarding workers' compensation insurance to Human Resources.

Time Off and Leave

Bereavement Leave Policy (CA)

Eligible employees may take up to five days of unpaid leave for the death of a family member. Under this policy, “family member” means a spouse, child, sibling, grandparent, grandchild, domestic partner or parent-in-law. Employees are eligible for bereavement leave under this policy if they have been employed by the Company for at least 30 days immediately preceding the start of bereavement leave. Bereavement leave does not need to be taken consecutively but leave must be completed within three months of the family member’s date of death. Bereavement leave is separate from and provided in addition to other legally protected leaves. Employees may use vacation, personal leave, compensatory time off, accrued paid sick leave or other accrued leave balances during bereavement leave.

The Company may require an employee to provide documentation of the family member’s death within 30 days of the first day of bereavement leave. Acceptable documentation includes, but is not limited to a death certificate, published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency. The Company will maintain the confidentiality of an employee’s request for bereavement leave and of any documentation provided in connection with leave under this policy except the Company may disclose this information internal to personnel or counsel as necessary or legally required.

The Company will not interfere with, restrain or deny an employee’s exercise of or attempt to take bereavement leave or refuse to hire, discharge or otherwise discriminate against an employee who takes leave under this policy or gives information or testimony about either their own or another person’s bereavement leave in an inquiry or proceeding related to rights under California’s bereavement leave law.

Reproductive Loss Leave Policy (CA)

Eligible employees may take up to five days of unpaid leave following a reproductive loss event. Employees are eligible for reproductive loss leave under this policy if they have been employed by the Company for at least 30 days immediately preceding the start of leave. Reproductive loss leave does not need to be taken consecutively but leave must be completed within three months of the reproductive loss event. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days within a 12-month period. If a reproductive loss event lasts multiple days, the event is considered to occur on the final day of the event.

A “reproductive loss event” is defined as a day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth or unsuccessful assisted reproduction. Under this policy, the following terms are defined as follows:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been complete;
- "Failed surrogacy" means the dissolution or breach of a surrogacy agreement or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy;

Legacy Farms Employee Handbook

- "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy;
- "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth; and
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual if the person would have been a parent of a child born as a result of the pregnancy.

If an employee is on or chooses to go on a leave of absence under federal or state law, including California's Family Rights Act leave or pregnancy disability leave, either before or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three months of the end date of the other leave. Employees may use vacation, personal leave, compensatory time off, accrued paid sick leave or other accrued leave balances during reproductive loss leave.

The Company will maintain the confidentiality of an employee's request for reproductive loss leave. Any information provided to the Company under this policy will be kept confidential and will not be disclosed except to internal personnel or counsel as necessary or legally required.

The Company will not interfere with, restrain or deny an employee's exercise of or attempt to take reproductive leave or refuse to hire, discharge or otherwise discriminate against an employee who takes leave under this policy or gives information or testimony about either their own or another person's reproductive loss leave in an inquiry or proceeding related to rights under California's reproductive loss law.

Break Time for Nursing Mothers Policy (CA)

The Company recognizes and supports the right of employees to express milk for their infant child while in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment.

This policy will be provided to every newly hired employee and to any employee who inquires about or requests pregnancy or parental leave.

Employees have the right to request lactation accommodations. The Company provides a reasonable amount of break time to accommodate employees wishing to express break milk for their infant child each time employees need to express milk. If possible, break time must run concurrently with any break time the Company already provides to employees. Employees who use their regular paid rest breaks as their lactation breaks will be paid during rest breaks. If the lactation break cannot run concurrently with break times already provided, the break time to express break milk is unpaid for nonexempt employees. Employees will be relieved from all work-related duties during any unpaid breaks. However, the Company is not required to provide break time under this policy if doing so would seriously disrupt the Company's operations.

The Company will provide employees with the use of a room or other location for employees to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements under the law. The lactation room or location will not be a bathroom and will be near the employee's work area, shielded from view and free from intrusion while the employee is expressing milk. In addition, the lactation room will be safe, clean and free from hazardous materials,

contain a surface to place a breast pump and personal items, contain a place to sit and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump. The Company will also provide access to a sink with running water and a refrigerator suitable for storing milk near the employee's workspace. If a refrigerator cannot be provided, the Company may provide another cooling device suitable for storing milk, such as a cooler. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes. Under certain circumstances, the Company may be exempt from these requirements if they impose an undue hardship by causing the Company significant difficulty and expense when considered in relation to the size, financial resources, nature and structure of the Company's business.

Lactation is considered a pregnancy-related accommodation under California law. Employees who need or would like to request a lactation accommodation should contact the Human Resources. The Company is under a legal obligation to respond to an employee's request for lactation accommodations. If the Company cannot provide break time or a location that complies with this policy, the Company will provide a written response to the employee.

The Company will not discharge or in any other manner discriminate or retaliate against an employee for exercising or attempting to exercise any right protected under this policy or California's lactation accommodation law. Employees who feel that their lactation accommodation rights have been violated have the right to file a complaint with the California Labor Commissioner for any violation of a right under the lactation accommodation law, including the prohibition against retaliation.

California Family Rights Act (CFRA) Leave Policy (CA)

In addition to the federal Family and Medical Leave Act (FMLA), the Company provides employees unpaid leave in accordance with the California Family Rights Act (CFRA). When leave qualifies under both the CFRA and federal FMLA, the leave will count against an employee's entitlement for both laws and will run concurrently under both laws.

Employee leave rights under the CFRA is described below. Please refer to the federal FMLA policy for more details on leave rights under federal law. To the extent they differ, the Company will comply with the law that provides the greatest benefits to employees. Employees can contact the Human Resources if they have questions regarding their leave entitlement.

California Family Rights Act

The Company provides employees unpaid family care and medical leave in accordance with the California Family Rights Act (CFRA).

Eligible Employees

Employees are eligible for CFRA leave if they have worked for the Company for more than 12 months and have worked at least 1,250 hours in the 12 months prior to their leave.

If an employee is not eligible for CFRA leave at the start of leave because they have not yet met the 12-months of service requirement, the employee may meet this requirement while on leave.

Reasons for and Amount of Leave

Legacy Farms Employee Handbook

Eligible employees may take up to 12 weeks of unpaid leave during any 12-month period for:

- The birth of the employee's child or placement of a child with them through adoption or foster care (must be taken within one year of the birth or placement of a child with the employee and be at least two weeks in duration, but up to two requests for a shorter leave period will be granted);
- To care for a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (one designated person per 12-month period) with a serious health condition;
- The employee's own serious health condition (except for leave taken for disability on account of pregnancy, childbirth or related medical conditions, see below);
- A qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces.

Because the right to take CFRA leave is separate and distinct from the right to take pregnancy disability leave, the maximum possible combined leave entitlement for both pregnancy disability leave and CFRA leave for reason of the birth of the child is four months and 12 workweeks (assuming the employee is disabled by pregnancy, childbirth or a related medical condition for four months and then requests and is eligible for a 12-week CFRA leave for reason of the birth of the employee's child). Also, this maximum entitlement does not include leave provided as a reasonable accommodation for a physical or mental disability under the California Fair Employment and Housing Act. For more information, employees can consult the Company's Pregnancy Disability Leave policy.

Definitions

"Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- Inpatient care in a hospital, hospice, or residential health care facility; or
- Continuing treatment or continuing supervision by a health care provider.

Intermittent Leave

Employees may take leave intermittently (in separate blocks of time) or reduce their work schedules for their own serious health condition or for the serious health condition of a family member when medically necessary, as determined by a health care provider. Intermittent or reduced work schedule leave may also be taken for absences where the employee or family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if the employee does not receive treatment by a health care provider.

The Company will limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave, provided it is not greater than one hour.

When a request for reduced schedule or intermittent leave is foreseeable based on planned medical treatment, or is permitted to bond with a new child, the Company may require an employee to temporarily transfer to an available alternative position that the employee is qualified for, that has equivalent pay and benefits and better accommodates recurring periods of leave.

Compensation During Leave

Legacy Farms Employee Handbook

CFRA leave is unpaid. Employees may elect to use (or the Company may require employees to use) any accrued vacation time or other paid accrued time off for the otherwise unpaid portion of CFRA leave. For leave because of an employee's own serious health condition (or any other reason if mutually agreed upon between the employee and the Company), employees may elect to use (or the Company may require employees to use) any accrued sick leave during the otherwise unpaid portion of the CFRA leave.

If an employee is receiving a partial wage replacement benefit during CFRA leave, the Company and employee may agree to have employer-provided paid leave, such as vacation, paid time off, or sick time supplement the partial wage replacement benefit, unless otherwise prohibited by law.

Employees may also substitute leave taken pursuant to a short- or long-term disability leave plan (as determined by the terms and conditions of the Company's leave policy) for an otherwise unpaid portion of CFRA leave that is for the employee's own serious health condition. This paid leave runs concurrently with CFRA leave and may continue longer than the CFRA leave if permitted under the disability leave plan. The Company will not require employees receiving any form of disability payments to use paid time off, sick leave, or accrued vacation.

The Company will not require employees to use paid time off, sick leave, or accrued vacation if they are receiving paid family leave to care for a family member with a serious health condition or to bond with a new child. If an employee uses paid leave under circumstances that do not qualify as CFRA leave, the leave will not count against the employee's CFRA leave entitlement.

Employee Notice Obligations

Employees must provide the Company with reasonable advance notice of the reason for leave and the anticipated timing and duration of the leave. If the need for leave is foreseeable due to an expected birth, placement of a child for adoption or foster care or planned medical treatment for a serious health condition, employees should generally provide at least 30 days' advance notice.

If the need for CFRA leave is not foreseeable, for reasons such as a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

Employees must make reasonable efforts to schedule any planned medical treatment or supervision in a manner that minimizes operational disruption, subject to health care provider approval.

Certification

The Company may require employees to support their request for leave taken due to their own serious health condition or that of a family member by certification from a health care provider. The certification must state:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- In the case of leave to care for a family member, a statement that the eligible employee is needed and the estimated amount of time needed; or in the case of the employee's own serious health condition, a statement that the employee is unable to perform the functions of their position.

If the Company requires certification, employees must provide it within no less than 15 calendar days of the Company's request, unless it is not practicable to do so despite the employee's good faith efforts. If the

Legacy Farms Employee Handbook

Company has reason to doubt the validity of the certification, a second (and in some instances a third) certification may be required at the expense of the Company.

The Company may require subsequent recertifications for the employee's own serious health condition or that of a family member, but only upon expiration of the time period the health care provider originally estimated for the leave and only if additional leave is requested. The same timing requirements for providing certification apply to recertification requests.

Absent extenuating circumstances (e.g., unavailability of a healthcare provider), if an employee fails to timely return the certification, the Company may deny CFRA protections for the leave until a sufficient certification is provided so it is important to contact Human Resources with any questions. The same rules apply to recertification.

Return From Leave

Employees returning from work after taking CFRA leave are entitled to their same position, or a comparable position with equivalent pay, benefits, shift, schedule, geographic location and working conditions and that involves the same or substantially similar duties and responsibilities. An employee returning from leave will return with no less seniority than they had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits such as vacation.

The Company may require employees to receive certification from a health care provider of their ability to resume work if leave is taken for their own serious health condition, but not if the leave is intermittent or on a reduced schedule (in that case, a return-to-work release may be required for absences up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties).

Maintenance of Health and Other Benefits

The Company will maintain and pay for employees' health coverage during CFRA leave at the same level and under the same conditions as coverage would have been provided if they had not taken leave. If applicable, employees may be responsible for their share of premiums and non-payment may result in termination of coverage.

Health plan coverage will be maintained until the employee's CFRA leave is exhausted, the Company shows the employee would have been laid off and the employment relationship terminated for lawful reasons during the period of CFRA leave, or the employee provides unequivocal notice of their intent not to return to work.

Employees are also entitled to continue life, disability and/or accident insurance or other benefits during CFRA leave to the same extent and under the same conditions as apply to unpaid leave taken for other reasons. If applicable, employees may be responsible for their share of premiums and non-payment may result in termination of coverage. Employees will be permitted to continue to make retirement plan contributions, but the Company will not pay for an employee's retirement benefits during CFRA leave or count the leave for purposes of time accrued under any retirement plan.

The entitlements to group health coverage during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements. Employees can refer to the Company's Pregnancy Disability Leave policy for more information and contact the Human Resources with any questions.

Employee Protections

CFRA leave may not be considered a break in the employee's continuous service affecting their rights to salary adjustments, benefits or seniority. The Company will not interfere with, restrain, or deny the exercise of an employee's CFRA leave rights, or retaliate or discriminate in any other manner against an employee for exercising their right to CFRA leave.

Family and Medical Leave Policy

The Company allows eligible employees to take unpaid, job-protected leave under the federal Family and Medical Leave Act (FMLA). Where state or local laws intersect with leave under this policy, the Company will comply with the law that is most favorable to the employee. Employees can contact the Human Resources if they have questions regarding leave under this policy.

Eligibility

To be eligible for FMLA leave, an employee must have been employed by the Company for at least 12 months, worked at least 1,250 hours in the last 12 months and be employed at a worksite that has more than 50 or more employees within 75 miles. To qualify for leave under this policy, an employee does not need to work for the Company for 12 consecutive months.

Leave Entitlement

Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month period. The 12-month period may be defined as a calendar or fiscal year, measured from an employee's anniversary date of hire or date an employee's first FMLA leave begins, or be determined by a "rolling" method that is measured backward from the date an employee uses any FMLA leave. Please contact Human Resources for more information about how the 12-month period is calculated for FMLA leave.

Employees may use FMLA leave for any of the following reasons:

- The birth of an employee's child and to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with the employee for adoption or foster care and to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for the employee's spouse, child or parent with a serious health condition;
- To care for the employee's own serious health condition that makes them unable to perform the essential functions of their position;
- A qualifying exigency that arises because the employee's spouse, child or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Employees may take up to 26 weeks of unpaid FMLA leave during a single 12-month period to care for a spouse, child, parent or next of kin who is a covered service member and who has a serious injury or illness related to active duty service. This leave is known as military caregiver leave. The single 12-month period for military caregiver leave begins on the first day the employee uses leave for this reason and ends 12 months later, regardless of the 12-month period the Company establishes for other FMLA leave reasons. Eligible employees are limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period. For example, eligible employees may use up to 12 of the 26 weeks for an FMLA-qualifying reason other than military caregiver leave or may use up to 26 weeks of military caregiver leave.

Legacy Farms Employee Handbook

Spouses employed by the Company who are eligible for FMLA leave may be limited to a combined total of 12 weeks of leave within any 12-month period if the leave is requested for the following reasons:

- The birth of an employee's child and to care for that child;
- The placement of a child with the employee for adoption or foster care and to care for the newly placed child; and
- To care for the employee's spouse, child or parent with a serious health condition.

Spouses employed by the Company who are eligible for FMLA leave may be limited to a combined total of 26 weeks of leave within a single 12-month period if the leave is requested for military caregiver leave or a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Providing Notice of Leave

Employees must notify the Company of absences that may be covered by the FMLA. Employees must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy.

If an employee's need for FMLA leave is foreseeable, the employee must provide the Company with at least 30 days' advance written notice before the leave is to begin based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. For foreseeable leave due to a qualifying exigency, an employee must provide notice as soon as practicable regardless of how far in advance such leave is foreseeable. If 30 days' notice is not possible, the employee must provide the Company with notice as soon as practicable, meaning within one to two business days of learning of the need for leave. If an employee's need for FMLA leave is not foreseeable, the employee must notify the Company as soon as practicable (within one to two business days of learning of the need for leave) based on the particular facts and circumstances. Failure to provide adequate notice may result in a delay of FMLA-protected leave, depending on the particular facts and circumstances.

When planning medical treatment, the employee must consult with the Company and make a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations and best suits the needs of the employee and the organization, subject to the approval of the health care provider.

Whether FMLA leave is continuous or taken intermittently or on a reduced schedule basis, employees only need to provide notice to the Company one time. However, if the dates of an employee's scheduled FMLA leave change or are extended (or were initially unknown), the employee must advise the Company as soon as practicable. In cases where the employee is required to provide at least 30 days' notice of foreseeable FMLA leave and fails to do so, the employee must explain the reasons why advance notice was not practicable upon the Company's request.

Medical Certification Process

Employees requesting leave because of their own or a covered family member's serious health condition may be required to provide the Company with a medical certification issued by a health care provider. The Company may also require that an employee taking leave under this policy because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a medical certification.

Legacy Farms Employee Handbook

If medical certification will be required to take FMLA leave, the Company will provide written notice of this requirement each time a certification is required. If an employee is required to provide a medical certification, the employee must provide the Company with the requested certification within 15 calendar days of the request for leave. If an employee submits a medical certification form that is incomplete or insufficient, the Company will advise the employee in writing regarding what additional information is needed and allow the employee seven calendar days to cure any deficiencies. If the employee fails to cure the deficiencies, the Company may deny the employee's FMLA leave request.

The Company, at its expense, may require second or third certifications from health care providers. Additionally, the Company may require subsequent medical recertification. Failure to provide the requested certification within 15 days, when practicable, may delay an employee's FMLA leave.

Military Family Leave Certifications

The Company may require an employee requesting leave military caregiver leave to provide a certification completed by the military member's authorized health care provider. The Company may also require an employee taking FMLA leave for a qualifying military exigency to provide a certification as well as a copy of the military member's active-duty orders or other military documentation to substantiate the need for leave. If an employee is required to provide a certification for military caregiver leave or for a qualifying military exigency, the employee must provide the Company with the requested certification within 15 calendar days of the request for leave.

Reporting While on Leave

The Company may also require employees on FMLA leave to report periodically on their status and intent to return to work if they are taking leave because of their own serious health condition or a covered family member's serious health condition. Additionally, if the dates of an employee's FMLA leave change, are extended or were initially unknown, the employee must provide the Company reasonable notice of the changed circumstances.

Intermittent and Reduced Leave Schedule

If medically necessary, FMLA leave due to a serious health condition may be taken intermittently or on a reduced leave schedule. FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service. Leave for the birth of an employee's child and to care for that child may not be taken intermittently or on a reduced schedule unless the Company agrees. In all cases, the total amount of leave taken in a calendar year should not exceed the employee's total allotment as defined in this policy. Employees taking leave intermittently or on a reduced leave schedule for planned medical treatment must make a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations.

If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment for the employee, a family member or a covered service member, the Company may require the employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee qualified and better accommodates recurring periods of leave than the employee's regular employment position. The employee will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position.

Legacy Farms Employee Handbook

For employees who are classified exempt under the federal Fair Labor Standards Act, the Company can make salary deductions for any hours taken as intermittent or reduced leave during the exempt employee's workweek without impacting the employee's exempt status.

Benefit Continuation During Leave

The Company will maintain an employee's group health insurance coverage during the employee's FMLA leave on the same terms as if the employee had continued to work, if these benefits were provided to the employee before the leave was taken. Employees will be required to pay their regular portion of premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Benefits that are accumulated based on hours worked will not accumulate during the period of an employee's FMLA leave.

Returning to Work

When leave is taken for the employee's own serious health condition, the Company may require the employee to present a fitness-for-duty certification immediately upon returning to work, except if the employee is taking intermittent leave.

Employees wishing to return to work before the scheduled expiration of their FMLA leave must notify the Company of the change in circumstances as soon as possible, but no later than two working days before their desired return date. Additionally, if an employee exhausts all leave under this policy and is still unable to return to work, the employee must notify the Company as soon as possible. The employee's situation will be reviewed to determine what rights and protections might exist under other the Company's policies.

Rights Upon Return from Leave

Upon return from FMLA leave, the employee will be returned to the position they held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. However, an employee on FMLA has no greater right to reinstatement or other benefits and conditions of employment than the employee would have if the employee had been continuously employed during their FMLA leave. Therefore, employees returning from FMLA leave may be affected by a layoff, termination or other job change if the action would have occurred had the employee remained actively at work.

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of the Company. This determination will be made on a case-by-case basis. At the time a key employee gives notice of the need for FMLA leave or when leave commences, the Company will provide written notice to the employee that they qualify as a key employee and of the potential consequences concerning reinstatement and maintenance of benefits. As soon as the Company determines that the employee's restoration of employment will cause substantial and serious economic injury to the operations of Company, the Company will notify the employee that it intends to deny reinstatement and of their rights in these instances.

Substitution of Paid Leave for Unpaid Leave

Legacy Farms Employee Handbook

FMLA leave is unpaid. However, employees may choose to substitute (or the Company may require employees to substitute) accrued and unused paid sick, vacation or personal time off for unpaid FMLA leave. If employees choose or are required to substitute accrued paid leave during FMLA leave, the paid leave will run concurrently with FMLA leave. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In addition, the substitution of paid leave for unpaid leave will not result in an employee receiving more than 100% of their salary. In some instances, employees may be entitled to paid family leave or sick leave under state and local laws. Contact Human Resources for more information.

Employees who are receiving short- or long-term disability or workers' compensation benefits during FMLA leave will not be required to use accrued paid leave during FMLA leave. However, employees may choose to use accrued paid leave to supplement these benefits, if permitted by state law.

Definitions

Child—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. "Child" also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family or qualifying exigency leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- **Incapable of self-care**—The child requires active assistance or supervision to provide daily self-care in several "activities of daily living," or "instrumental activities of daily living," including adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- **Physical or mental disability**—A physical or mental impairment that substantially limits one or more major life activity of the individual.

Covered service member—A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.

Covered veteran—An individual who was a member of the Armed Forces (including the National Guard or Reserves), and 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.

Next of kin—The nearest blood relative (other than the covered servicemember's spouse, parent, son or daughter) in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.

Parent—A biological, adoptive, step or foster parent or an individual who provides or provided day-to-day care or financial support to the child. "Parent" does not include a parent-in-law under this law.

Qualifying Exigency—includes:

- Short-notice deployment (seven days or less);
- Military events and related activities;

Legacy Farms Employee Handbook

- Childcare and related activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation (up to 15 calendar days);
- Post-deployment activities;
- Parental care; and
- Additional activities agreed to by the Company and the employee.

Serious health condition—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility;
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity;
- Any incapacity due to pregnancy or for prenatal care;
- Chronic conditions causing incapacity requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (e.g., asthma, diabetes and epilepsy);
- Permanent or long-term conditions causing incapacity and requiring continuing supervision for which treatment may not be effective (e.g., Alzheimer's, a severe stroke or the terminal stages of a disease); and
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

Serious Injury or Illness—can be:

- In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; or
- In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that manifested itself before or after the member became a veteran and is:
 - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating;
 - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50% or greater, and such

Legacy Farms Employee Handbook

VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave;

- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Spouse—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

Paid Family Leave Insurance Policy (CA)

California's paid family leave insurance program provides eligible employees with wage replacement benefits for leave taken for certain family reasons. The program is separate from the federal Family and Medical Leave Act (FMLA) and California's Family Rights Act (CFRA), which govern the terms of employee family and medical leaves. Employees eligible for leave under the FMLA and/or the CFRA generally must take paid family leave concurrently with that leave. When more than one law applies to an employee's situation, the Company will apply the law that is most beneficial to the employee. Employees can contact the Human Resources if they have questions regarding their leave entitlement, including whether any local leave laws apply to their situation.

Although the Company is responsible for withholding and submitting payroll deductions to the program on behalf of their employees, the California Employment Development Department (EDD) (rather than the Company) administers the program.

Employees apply for leave benefits and receive their eligibility determinations and benefit awards through the EDD. Accordingly, it may be necessary for employees to contact the EDD for more detailed information regarding eligibility and benefits.

Eligible Employees

Employees are eligible for paid family leave benefits if they contribute to the state disability insurance fund and have at least \$300 in total wages during a "base period" (a period that covers 12 months and is divided into four consecutive quarters).

Employees are not eligible to receive paid family leave if they are receiving (or are entitled to receive) unemployment compensation benefits, workers' compensation benefits or state disability insurance benefits.

Reasons for Leave and Duration of Benefits

Eligible employees may receive wage replacement benefits for up to 8 weeks of leave during any 12-month period for leave to:

Legacy Farms Employee Handbook

- Bond with a minor child within the first year of the child's birth or placement in connection with foster care or adoption;
- Care for a child, parent, grandparent, grandchild, sibling, spouse or domestic partner who has a serious health condition;
- Participate in a qualifying exigency related to the covered active duty or call to active duty of an employee's spouse, domestic partner, parent or child in the U.S. Armed Forces.

Definitions

"Covered active duty" means, with respect to a member of the regular U.S. Armed Forces, duty during the deployment of the member with the regular U.S. Armed Forces to a foreign country and, with respect to a member of the reserve components of the U.S. Armed Forces, duty during the deployment of the member of those reserve components to a foreign country under a federal call or order to active duty.

"Serious health condition" means an illness, injury or impairment, or physical or mental condition that involves either of the following:

- Inpatient care in a hospital, hospice or residential health care facility; or
- Continuing treatment or continuing supervision by a health care provider.

Unless issues arise, cosmetic treatments, the common cold, flu, earaches, upset stomachs, minor ulcers and non-migraine headaches do not qualify as a serious health condition.

Intermittent Leave

Paid leave can be taken all at once or the time can be split over a 12-month period. However, bonding leave can only be taken within the first 12 months.

Compensation During Leave

If an employee is eligible for paid leave benefits, they will receive a weekly benefit amount based on their weekly wages. These benefits will be issued to eligible employees directly from the EDD.

The Company will not require employees to use sick leave or any other paid time off before receiving paid family leave benefits. Employees may be able to use vacation, sick leave, paid time off or other leave to supplement their paid family leave benefits, but employees cannot receive more than 100% of their normal weekly salary during the paid family leave benefit period. Employees can contact the Human Resources for more information on integration of wages with paid family leave benefits.

Employee Notice Obligations

Employees that plan to apply for paid leave benefits must notify the Company that they are doing so, either in writing or verbally. Employees that are seeking job-protected leave for any CFRA-qualifying reason must follow the Company's CFRA policy (this generally requires 30 days' notice of foreseeable leave and notice of unforeseeable leave as soon as practicable). Please refer to that policy for more details.

Applying for Paid Leave Benefits

Legacy Farms Employee Handbook

Employees apply for benefits directly with the EDD. Employees must submit their claims no later than 41 days after they begin family leave and should not file before their first day of leave.

Supporting documentation will need to be provided to the EDD as required, which may include proof of relationship on bonding claims, a signed and completed medical certificate from a physician/practitioner or proof of the qualifying event for a military assist claim.

Employee Protections

While the Company is not required to provide job protection for employees taking paid family leave, an employee's leave may be job-protected under another state or federal law, such as the CFRA or the federal FMLA. Employees should refer to the Company's policies regarding those leaves and contact the Human Resources with questions.

The Company will not interfere with, restrain, or deny the exercise of an employee's leave rights, or discriminate in any other manner against an employee for exercising their right to paid family leave.

Jury Duty Policy (CA)

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed unpaid leave to serve on a jury, if summoned. If an employee receives a jury summons, they must provide the Human Resources notice as soon as possible. Additionally, the Company requests that employees provide a copy of their summons notice as soon as they receive it, so that the Company may keep it on file. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, employees will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if they were working. In general, employees are not compensated by the Company during jury duty leave. Exempt employees, however, will receive their regular compensation for any week during which they perform any work for the Company while they are on federal jury duty leave. Although jury duty leave is unpaid, employees may choose to use any accrued and unused vacation, personal time or paid time off in place of unpaid leave.

While serving on jury duty, employees are expected to call their supervisor periodically to keep them apprised of the employee's status. Employees are expected to return to work if they are excused from jury duty during regular working hours or released from jury duty early.

Civil Air Patrol Leave Policy (CA)

The Company provides eligible employees with up to 10 days per calendar year of unpaid, job-protected leave to respond to emergency operational missions of the California Wing of the Civil Air Patrol. Leave for a single emergency operational mission is limited to three days leave unless an extension is authorized by the government entity that called for the mission and is approved by the Company.

Eligibility

After 90 calendar days of employment, employees who are members of the California Wing of the Civil Air Patrol are eligible for Civil Air Patrol leave unless otherwise indicated in an applicable collective bargaining agreement.

Notice of Leave

Employees must provide notice of leave to the Company as far in advance as possible of the intended dates upon which their Civil Air Patrol leave will begin and end.

Documentation

Employees must provide the Company with certification from the proper Civil Air Patrol authority verifying their eligibility for the leave requested and taken. If an employee fails to provide the required certification, the Company may deny the leave to be taken as Civil Air Patrol Leave.

Benefits

The Company will not require an employee to exhaust all accrued vacation leave, personal leave, compensatory leave, sick leave, disability leave or any other leave that is available to the employee in order to take Civil Air Patrol leave.

Requesting or taking Civil Air Patrol leave will not result in the loss of an employee benefit accrued before the date the leave began. At the conclusion of an employee's authorized Civil Air Patrol leave, the Company will restore the employee to the position held when the leave began or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

Military Family Leave Policy (CA)

California's paid military family leave program provides up to eight weeks of partial pay within a 12-month period to employees who need time off from work to participate in a qualifying event because of a family member's military deployment to a foreign country.

Eligibility

This benefit is available to eligible employees through the California Employment Development Department (CEDD) and is not a leave of absence or benefit from the Company. While the CEDD determines an employee's eligibility for paid military family leave, an employee is generally eligible for leave and benefits under this program if they meet the following requirements:

- Need time off from work to participate in a qualifying event because of a family member's military deployment to a foreign country;
- Has worked in California and paid into State Disability Insurance in the past 5 to 18 months; and
- Has not taken the maximum eight weeks of Paid Family Leave in the past 12 months.

A "family member" is a spouse, registered domestic partner, parent or child.

"Deployment" means covered active duty, a call or notice of impending covered active duty, or a rest and recuperation leave from covered active duty.

Legacy Farms Employee Handbook

A “qualifying event” is any military event or an essential need resulting from the family member’s deployment. For purposes of this policy, the military event does not need to occur in California. Examples of qualifying events include the following:

- Arranging for child care or parental care during the deployment;
- Assisting in making legal or financial arrangements during the deployment;
- Attending counseling;
- Assisting the military member during rest and recuperation leave;
- Attending military-sponsored events or ceremonies;
- Representing the military member at federal, state or local events; and
- Addressing issues due to the military member’s death.

Benefits

This state program is funded 100% by employee contributions. The Company automatically deducts employee contributions for this benefit from their pay as required by law. If eligible, this benefit covers up to 60% to 70% of an employee’s normal pay, depending on the employee’s income, and is payable for up to eight weeks in any 12-month period.

Please contact the CEED for more information regarding eligibility or to obtain a claim form.

Military Service Leave Policy (CA)

In addition to the job protections provided by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), the Company provides employees who are members of the uniformed services with certain employment rights in accordance with the California Military and Veterans Code.

The Company provides unpaid military leave for a maximum of:

- 17 days per calendar year for an employee who is a member of the reserve corps of the U.S. Armed Forces, the National Guard or the Naval Militia to engage in military training, drills, encampment, naval cruises, special exercises, or similar activities, including travel time; and
- 15 days per calendar year for an employee who is a member of the California State Guard to engage in military training, drills, unit training assemblies, or similar inactive duty training, including travel time.

The Company will consider a non-temporary employee who is member of the National Guard of any state and called to active service to be on an unpaid leave and reinstate them to their former positions (or to a position of similar seniority, status and pay) if they:

- Receive a certificate of satisfactory service from the National Guard of the state where they served;
- Are still qualified to perform the duties of their former position; and
- Apply for reemployment within 40 days after release from service if the employee was a full-time employee (or five days after release from service if the employee was a part-time employee).

However, reemployment rights may not apply if the Company’s circumstances have changed to make it impossible or unreasonable to restore an employee to their former position (or to a position of similar seniority, status and pay).

Also, the Company will not restrict or terminate any collateral benefit for employees due to an employee's temporary incapacitation of 52 weeks or less incident to duty in the National Guard, California State Guard, Naval Militia or the federal reserve components of the U.S. Armed Forces. These collateral benefits include health care, which may be continued at the employee's expense, life insurance, disability insurance and seniority status.

Employees should review the Company's USERRA policy and contact the Human Resources for more information on leaves for military service.

Military Spouse Leave Policy (CA)

The Company provides up to 10 days of unpaid leave to a spouse or registered domestic partner of a member of the U.S. Armed Forces, National Guard or Reserves who is on leave from deployment during a period of military conflict.

Eligibility

An employee is eligible for leave under this policy if they meet the following requirements:

- Is married to or registered as a domestic partner to a qualifying member of the military;
- Works 20 or more hours per week; and
- Is not an independent contractor.

A "qualifying member of the military" means an individual who is a member of the U.S. Armed Forces, National Guard or Reserves deployed in a combat area during a period of military conflict.

Notice of Leave

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment.

Documentation

Employees must provide the Company with written documentation certifying that their spouse or registered domestic partner will be on leave from deployment during the requested leave period.

Emergency Conditions Leave Policy (CA)

In the event of an emergency condition, employees of the Company may take leave or refuse to report to a workplace or worksite within the affected area because the employee has a reasonable belief that the workplace or worksite is unsafe.

Under this policy, an "emergency condition" means the existence of either of the following:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or

Legacy Farms Employee Handbook

- An order to evacuate a workplace, worksite, worker's home or school where a worker's child due to a natural disaster or criminal act.

An emergency condition does not include a health pandemic.

Employees are eligible for leave under this policy if an employee has a reasonable belief that the Company's workplace or worksite is unsafe. "A reasonable belief that a workplace or worksite is unsafe" means that a reasonable person, under the circumstances known to the employee at the time, would conclude that there is a real danger of death or serious injury if that person enters or remains on the premises.

This policy does not apply to the following employees:

- First responders;
- Disaster service workers;
- Employees required by law to render aid or remain on the premises in case of an emergency;
- Employees or contractors of a health care facility who provide direct patient care or services supporting patient care operations during an emergency or are required by law or policy to participate in emergency response or evacuation;
- Employees who contract with the state or any city, county or political subdivision of the state, including a special district, to provide or aid in emergency services;
- Employees working on a military base or in the defense industrial base sector;
- Employees performing essential work on nuclear reactors or nuclear materials or waste;
- Employees of a company providing utility, communications, energy or roadside assistance while they are actively engaged in or being called upon to aid in emergency response, including maintaining public access to services such as energy and water during the emergency;
- Employees of a licensed residential care facility;
- Employees of a depository institution;
- Transportation employees participating directly in emergency evacuations during an active evacuation;
- Employees of a privately contracted private fire prevention resource that are subject to certain health and safety code regulations and operate as a qualified insurance resource; and
- Employees whose primary duties include assisting members of the public to evacuate in case of an emergency.

The Company will not prevent an employee from accessing their mobile device or other communications devices for seeking emergency assistance, assessing the safety of the situation or communicating with a person to verify their safety.

Employees must provide the Company of the emergency condition requiring them to leave or refuse to report to the workplace or worksite when feasible before leaving or refusing to report. If prior notice is not feasible, employees must give notice as soon as practical.

Alcohol and Drug Rehabilitation Leave Policy (CA)

The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the Company. While this leave is unpaid, employees may use accrued and unused sick days, vacation or other paid time off to enter and participate in an alcohol or drug rehabilitation

program. The Company will make reasonable efforts to safeguard the employee's privacy as to the fact they have enrolled in an alcohol or drug rehabilitation program.

The Company may treat alcohol or drug rehabilitation leave as leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) if the employee has a serious health condition and is otherwise eligible. If so, the employee's leave to enter and participate in an alcohol or drug rehabilitation program will run concurrently with FMLA and CFRA leave. If an employee's leave is treated as leave under the FMLA and CFRA, the Company will request medical certification consistent with its Family and Medical Leave Policy.

This policy does not prohibit the Company from refusing to hire or discharge an employee who, because of their current alcohol or drug use, is unable to perform their duties or cannot perform their duties in a manner that would not endanger their health or safety or the health and safety of others.

Please direct all requests to participate in an alcohol or drug rehabilitation program to the Human Resources.

Domestic Violence Leave Policy (CA)

The Company provides reasonable accommodations to employees who are victims or whose family members are victims of a qualifying act of violence who request an accommodation for the safety of the employee at work. The Company is not required to provide a reasonable accommodation to any employee who has not disclosed the employee's status or their family member's status as a victim.

A "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for or convicted of committing any crime:

- Domestic violence;
- Sexual assault;
- Stalking;
- An act, conduct or pattern of conduct in which an individual causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm or other dangerous weapon with respect to another individual; or uses or makes a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

For purposes of this policy, "reasonable accommodations" may include, but are not limited to, the implementation of safety measures (including a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station or installed lock); assistance in documenting domestic violence, sexual assault, stalking or another qualifying act of violence that occurs in the workplace; an implemented safety procedure; another adjustment to a job structure, workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other qualifying act of violence; or referral to a victim assistance organization.

"Family member" means a child, parent, grandparent, grandchild, sibling, spouse, domestic partner or designated person. For purposes of this paragraph, "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The Company may limit an employee to one designated person per 12-month period for leave under this policy.

Legacy Farms Employee Handbook

The Company will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether an accommodation is reasonable, the Company will consider an exigent circumstance or danger facing the employee or their family member. However, the Company is not required to undertake an action that constitutes an undue hardship to the Company's business operations or violates the Company's duty to furnish and maintain a safe and healthy working environment for all employees.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on the employee's behalf) certifying that the requested accommodation is for the employee's safety while at work. The Company may also request that an employee provide a certification demonstrating the employee's status, or the employee's family member's status, as a victim of domestic violence, sexual assault, stalking or other crime. The Company may request recertification every six months. Any of the following will be considered sufficient certification:

- A police report indicating that the employee or the employee's family member was a victim;
- A court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; and
- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

If circumstances change and an employee needs a new accommodation, the employee must request a new accommodation from the Company. If an employee no longer needs an accommodation, the employee shall notify the Company that the accommodation is no longer needed.

Any verbal or written statement, police or court record, or other documentation provided to the Company identifying an employee or the employee's family member as a victim shall be maintained as confidential and will not be disclosed except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The Company will provide the employee with notice before any authorized disclosure.

The Company will not retaliate against an employee for requesting a reasonable accommodation under this policy, regardless of whether the request is granted. Additionally, the Company will not interfere with, restrain or deny the exercise of or the attempt to exercise any right provided under this policy.

Emergency Responder Leave Policy (CA)

Eligible employees may take unpaid leave to perform emergency duties as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Employees are eligible for this leave if they are volunteer firefighters, reserve peace officers or emergency rescue personnel and require time off to perform emergency services. However, if an employee is a health care provider, the employee must provide notice to the Company when they become designated as emergency rescue personnel and when they are notified they will be deployed as emergency rescue personnel to be eligible for leave under this policy.

Legacy Farms Employee Handbook

A “volunteer firefighter” includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county, district, or other public or municipal corporation or political subdivision in which the department is located or a regularly organized fire department of an unincorporated town.

“Emergency rescue personnel” means any person who is a volunteer or paid officer, employee or member of a fire department, fire protection or firefighting agency who performs first aid and medical services, rescue procedures and transportation or other related activities necessary to ensure the health and safety of a person in immediate danger. This includes employees who work for the federal government; California state government; a city, county, city and county, district, or other public or municipal corporation or political subdivision of California; a sheriff’s department, police department or a private fire department; or a disaster medical response entity sponsored by California state.

The Company will not discharge, threaten with discharge, demote, suspend or in any manner discriminate in the terms and conditions of employment against an employee for taking leave under this policy. Employees who take leave under this policy are entitled to reinstatement upon completion of performing their emergency duties.

Leave for School Disciplinary Proceedings (CA)

The Company provides all employees who are the parent or guardian of a child in kindergarten or grades 1 through 12 unpaid time off to appear at their child’s school when required to attend a portion of a school day in their child’s or ward’s classroom because that child or ward has been suspended.

Notice

Employees must provide the Company with reasonable notice that they are requested to appear at their child’s or ward’s school.

Documentation

Employees must provide the Company with written documentation, including a copy of the school’s notice or some other certification stating that the employee’s presence at the school is mandatory.

Use of Vacation and Other Accrued Paid Time Off

Employees may use their existing vacation time or other appropriate accrued paid time off for a leave related to their child’s or ward’s school disciplinary proceedings.

Organ, Bone Marrow, and Blood Donor Leave Policy (CA)

The Company provides eligible employees with up to 30 business days in a 12-month period of paid leave to donate an organ to another person and up to five business days in a 12-month period of paid leave to donate bone marrow to another person. The Company will provide eligible employees with an additional 30 business days in a 12-month period of unpaid leave to donate an organ to another person.

Organ and Bone Marrow leave may be taken in one or more periods.

Eligibility

To be eligible for Organ and Bone Marrow Donor leave, employees must have been employed with the Company for at least 90 days immediately preceding the start of leave, and they must be donating an organ or bone marrow to another person.

Documentation

Any employee taking Organ and Bone Marrow Donor leave must provide the Company with written verification establishing that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

Use of Sick, Personal, Vacation Time and Other Leave

The Company will pay employees their regular wage during the period of paid Organ and Bone Marrow Donor leave. The Company may require employees using Organ and Bone Marrow Donor leave to take up to five days of earned but unused sick leave, vacation or paid time off for bone marrow donation and up to two weeks of earned but unused sick leave, vacation or paid time off for organ donation, unless doing so would violate the provisions of any applicable collective bargaining agreement. Employees may, but are not required to use any remaining sick, personal or vacation time during the 30 business days of unpaid leave for organ donation.

Organ and Bone Marrow Donor leave may not be taken concurrently with the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

Benefits

Time spent by employees on Organ and Bone Marrow Donation leave will not constitute a break in service for the purpose of salary adjustments, seniority, paid time off, sick leave, vacation or annual leave. The Company shall maintain and pay for health insurance coverage under the Company's group health plan for the full duration of an employee's Organ and Bone Marrow Donation leave in the same manner and on the same terms as if the employee had been actively at work during the leave period.

Pregnancy Disability Leave Policy (CA)

The Company provides employees who are disabled due to pregnancy, childbirth or a related medical condition (including, but not limited to, lactation) with four months of unpaid pregnancy disability leave. If the Company provides more than four months of leave for other types of temporary disabilities, the Company will provide the same leave to employees who are disabled due to pregnancy, childbirth or a related medical condition.

For purposes of this policy, "disabled by pregnancy" means, if, in the opinion of the employee's health care provider, the employee is unable because of pregnancy to perform any one or more of the essential functions of their job or perform any of the essential functions without undue risk to herself, her pregnancy's successful completion or other persons. An employee also may be considered to be disabled by pregnancy if, in the opinion of the employee's health care provider, the employee is suffering from severe morning sickness or needs to take time off for prenatal or postnatal care, bed rest, gestational

Legacy Farms Employee Handbook

diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, the loss or end of pregnancy, or recovery from childbirth or the loss or end of pregnancy.

If an employee is also eligible for leave under the federal Family and Medical Leave Act (FMLA), leave under this policy runs concurrently with leave taken under the FMLA. However, pregnancy disability leave is separate and distinct from leave under the California Family Rights Act (CFRA). Pregnancy disability leave and leave under the CFRA run consecutively for a maximum leave entitlement of four months of pregnancy disability leave and 12 weeks of CFRA leave if an employee is eligible for both types of leave. Employees may choose to use sick leave, vacation leave or other paid time off during the otherwise unpaid pregnancy disability leave. The Company may require employees to use sick leave for pregnancy disability leave.

Employees who are disabled by pregnancy may qualify for State Disability Insurance wage replacement while they are unable to work. Employees may contact Human Resources for more information.

Leave Usage

The Company provides employees who are disabled due to pregnancy, childbirth or a related medical condition (including, but not limited to, lactation) with four months of unpaid pregnancy disability leave. For purposes of calculating leave, four months of leave means the number of days or hours the employee would normally work within four calendar months (one-third of a year, equaling 17 and one-third weeks). If an employee's schedule varies from month to month, the Company will use a monthly average of the number of hours worked over the four months before the beginning of the leave to calculate the employee's normal work month.

Leave under this policy may be taken intermittently. The Company reserves the right to limit pregnancy disability leave to the shortest periods of time the Company's payroll system allows if leave is taken for less than one hour.

Reasonable Accommodation and Job Transfer

The Company will provide a reasonable accommodation or temporary transfer to employees affected by pregnancy if:

- The employee requests the accommodation or transfer;
- The request is based on the advice of the employee's health care provider that a reasonable accommodation or transfer is medically advisable; and
- The requested accommodation or transfer is reasonable.

Whether an accommodation is reasonable is a factual determination to be made on a case-by-case basis, taking into consideration such factors, including but not limited to, the employee's medical needs, the duration of the needed accommodation, the Company's past and current practices and other similar factors under the totality of the circumstances.

When the Company grants a reasonable accommodation, it will not affect the employee's independent right to take up to four months for pregnancy disability leave. However, if the requested reasonable accommodation involves a reduction in hours worked, such as a reduced work schedule or intermittent leave, the Company may consider this as a form of pregnancy disability leave and deduct the hours from the employee's four-month leave entitlement. The Company may require a medical certification substantiating the employee's need for reasonable accommodation.

Legacy Farms Employee Handbook

Transfer may include temporarily moving employees disabled by pregnancy to less strenuous or hazardous positions or duties for the duration of the disability. However, the Company is not required to create additional employment that the Company would not otherwise have created, discharge another employee, violate the terms of a collective bargaining agreement, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job. The Company may accommodate a pregnant employee's transfer request by transferring another employee but is not required to do so. The Company may require a medical certification substantiating the employee's need for transfer.

If an employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule because of pregnancy, the Company may require the employee to transfer temporarily to an available alternative position that meets the needs of the employee. The employee must meet the qualifications of the alternative position. The alternative position will have the equivalent rate of pay and benefits and will better accommodate the employee's leave requirements than the employee's regular job, but does not have to have equivalent duties. When the employee's health care provider certifies that there is no further medical advisability for the transfer, intermittent leave or leave on a reduced work schedule, the Company will reinstate the employee to her same or comparable position.

Notice

Employees must provide the Company with timely oral or written notice sufficient to make the Company aware that the employee needs a reasonable accommodation, transfer or pregnancy disability leave, and, where practicable, the anticipated timing and duration of the reasonable accommodation, transfer or pregnancy disability leave. Employees must provide the Company at least 30 days' advance notice before the start of reasonable accommodation, transfer or pregnancy disability leave if the need for the reasonable accommodation, transfer, or leave is foreseeable. Employees must consult with the Company and make a reasonable effort to schedule any planned appointment or medical treatment to minimize disruption to the Company's operations, subject to the employee's health care provider's approval. If 30 days' advance notice is not practicable (because it is not known when reasonable accommodation, transfer or leave will be required to begin, or because of a change in circumstances, a medical emergency or other good cause), employees must provide notice as soon as practicable.

The Company will not deny reasonable accommodation, transfer or pregnancy disability leave on the basis that an employee did not provide adequate advance notice of the need for the reasonable accommodation, transfer or leave when the need for the reasonable accommodation, transfer or leave is an emergency or otherwise unforeseeable. If an employee fails to give timely advance notice when the need for reasonable accommodation or transfer is foreseeable, the Company may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice to the Company of the need for the reasonable accommodation or transfer. However, the Company will not delay the granting of an employee's reasonable accommodation or transfer if doing so would endanger the employee's health or pregnancy or the health of the employee's co-workers.

The Company will respond to the reasonable accommodation, transfer or pregnancy disability leave request as soon as practicable, and, in any event, no later than 10 calendar days after receiving the request. The Company will attempt to respond to the leave request before the date the leave is due to begin. Approval of the request will be deemed retroactive to the date of the first day of the leave.

Certification

Legacy Farms Employee Handbook

As a condition of granting reasonable accommodation, transfer or pregnancy disability leave, the Company may require written medical certification. If written medical certification is required, the Company will notify the employee of the need to provide medical certification, the deadline for providing certification, what constitutes sufficient medical certification and the consequences for failing to provide medical certification.

The Company will notify the employee of the medical certification requirement each time a certification is required and provide the employee with any employer-required medical certification form for the employee's health care provider to complete. When the leave is foreseeable and at least 30 days' notice has been provided, the employee must provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the requested certification to the Company within the time frame requested by the Company, which will be at least 15 calendar days after the Company's request unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

When the Company requires medical certification, the Company will request that an employee furnish medical certification from a health care provider at the time the employee gives notice of the need for reasonable accommodation, transfer or leave or within two business days thereafter, or, in the case of unforeseen leave, within two business days after the leave commences. The Company may request certification at some later date if the Company later has reason to question the appropriateness of the reasonable accommodation, transfer or leave or its duration.

In the case of a foreseeable need for reasonable accommodation, transfer or pregnancy disability leave, the Company may delay granting the reasonable accommodation, transfer or leave to an employee who fails to provide timely certification after the Company has requested the certification until the required certification is provided. When the need for reasonable accommodation, transfer or leave is not foreseeable, or in the case of recertification, an employee must provide the certification (or recertification) within the time frame requested by the Company or as soon as reasonably possible under the circumstances.

As a condition of an employee's return from pregnancy disability leave or transfer, the Company may require the employee to obtain a release to return to work from their health care provider stating that the employee can resume their original job or duties.

Benefits

The Company will maintain an eligible female employee's health insurance coverage during the employee's pregnancy disability leave for up to a maximum of four months over the course of a 12-month period at the same level and under the same conditions as if the employee had continued working for the duration of the leave. The time that the Company maintains and pays for group health coverage during pregnancy disability leave will not be used to meet the Company's obligation to pay for 12 weeks of group health coverage during leave taken under CFRA.

The Company may recover from an employee any premiums paid while the employee was on pregnancy disability leave if the employee fails to return at the end of her pregnancy disability leave and the employee's failure to return from leave is for a reason other than one of the following:

- The use of CFRA leave unless the employee chooses not to return to work following the CFRA leave;
- The continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave unless the employee chooses not to return to work following the leave;

Legacy Farms Employee Handbook

- Non-pregnancy-related medical conditions requiring further leave unless the employee chooses not to return to work following the leave; or
- Any other circumstance beyond the control of the employee, including, but not limited to, circumstances where the Company is responsible for the employee's failure to return or where the employee must care for herself or a family member.

During pregnancy disability leave, employees will accrue seniority and continue to participate in employee benefit plans, including, but not limited to, life, short- and long-term disability, accident insurance, pension and retirement plans, stock options and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other unpaid disability leave granted by the Company for any reason other than a pregnancy disability.

Employees returning to work from pregnancy disability leave will return with no less seniority than they had when the leave commenced. Additionally, employees will retain their status during the period of the pregnancy disability leave. The leave will not constitute a break in service for purposes of longevity and/or seniority under any collective bargaining agreement or any employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam or other qualifying provisions.

Reinstatement

The Company will restore employees who take pregnancy disability leave to the same position or a comparable position. However, employees will not be entitled to any greater right of reinstatement than if they had not taken leave.

The Company will provide a written guarantee of reinstatement upon an employee's request. The Company will honor the guarantee of reinstatement unless the employee would not otherwise have been employed in her same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee taking pregnancy disability leave or transfer (such as a layoff pursuant to a plant closure), or if the Company would not have offered a comparable position to the employee if the employee would have been continuously at work during the pregnancy disability leave or transfer period or if there is no comparable position available. If the employee takes intermittent leave or a reduced work schedule, only one written guarantee of reinstatement is required.

If the Company and the employee have agreed upon a definite date of reinstatement at the beginning of the employee's leave or transfer, the employee will be reinstated to the same or a comparable position on that date if the employee notifies the Company that they can return on that date. If the reinstatement date differs from the Company's and the employee's original agreement or if no agreement was made, the Company will reinstate the employee within two business days, or, when two business days is not feasible, reinstatement will be made as soon as the Company can expedite the employee's return after the employee notifies the employer of her readiness to return to the same position or a comparable position.

If an employee disabled by pregnancy remains on some form of leave following the end of the employee's pregnancy disability leave (e.g., a disability leave plan), the Company will grant the employee reinstatement rights that are the same as any other similarly situated employee who has taken a similar length disability leave under the Company's policy, practice or collective bargaining agreement. The Company and employee may also agree to a later date of reinstatement.

If at the expiration of pregnancy disability leave an employee takes leave under the CFRA for the reason of the birth of her child, the employee's right to reinstatement to her job is governed by CFRA.

No Discrimination or Retaliation

The Company will not interfere with, restrain or deny the exercise or the attempt to exercise any employee right under California's pregnancy disability leave law.

School Appearance Leave Policy (CA)

The Company provides eligible employees with up to eight hours per month, totaling no more than 40 hours annually, for the following child-related activities:

- To find, enroll or reenroll a child in a school or with a licensed child care provider;
- To participate in activities of the school or licensed child care provider of their child; and
- To address a child care provider or school emergency, if the employee provides notice to the Company.

A child care provider or school emergency occurs when a child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure of unexpected availability of the school or child care provider, excluding planned holidays; or
- A natural disaster (e.g., fire, earthquake, flood).

Eligibility

To be eligible for School-activity Leave, an employee must be a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades 1 through 12.

"Parent" means a parent, guardian, stepparent, foster parent, grandparent of or a person who stands *in loco parentis* to a child.

If more than one parent of a child is employed by the Company at the same worksite, only one parent may take the time off for School-activity Leave. In such situations, the Company will allow the first parent to provide notice to take School-activity Leave. The Company may grant simultaneous leave to the other parent, which will be determined on a case-by-case basis.

Notice

Eligible employees must provide the Company with reasonable notice before any planned absence and notice as soon as practicable when time off is needed to address a child care provider or school emergency.

Documentation

Any employee taking School-activity Leave must provide the Company with written documentation from the school or licensed child care provider verifying that they are engaged in qualifying child-related activities. This documentation must specify the date and time of the child-related activity.

Use of Personal, Vacation and Other Leave

Employees must use existing vacation, personal leave or compensatory time off when using School-activity Leave for a planned absence. An employee may also use time off without pay for this purpose.

Victims of Crime and Abuse Leave Policy (CA)

The Company will allow employees who are victims of qualifying acts of violence or have a family member who is a victim to seek medical attention, counseling and other safety-related services. Eligible employees take unpaid leave to:

- Obtain or attempt to obtain any relief for a family member, including a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the family member of the victim;
- Seek, obtain or assist a family member to seek or obtain medical attention for injuries for or to recover from injuries caused by a qualifying act of violence;
- Seek, obtain or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the qualifying act of violence;
- Participate in safety planning and take other actions to increase their safety from future qualifying acts of violence;
- Seek, obtain or assist a family member to seek or obtain psychological counsel or mental health services related to an experience of a qualifying act of violence;
- Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
- Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and
- Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Employees are eligible for leave under this policy if they are victims of domestic violence, sexual assault, stalking or a crime that results in physical injury, mental injury or a threat of physical injury, or a person whose immediate family member is deceased as the direct result of a crime.

A qualifying act of violence means the following, regardless of whether anyone is arrested for, prosecuted for or convicted of committing any crime:

- Domestic violence;
- Sexual assault;

Legacy Farms Employee Handbook

- Stalking;
- Any act, conduct or pattern of conduct in which an individual causes bodily injury or death of another individual; exhibits, draws, brandishes or uses a firearm or other dangerous weapon with respect to another individual; uses or makes a reasonably perceived threat to use force against another individual to cause physical injury or death.

Under this policy, a victim is an individual against whom a qualifying act of violence is committed.

Immediate family members shall include the following:

- Child (including biological, adopted or foster child; stepchild; legal ward; child of a domestic partner; or a child to whom the employee stands *in loco parentis*, regardless of age);
- Parent (including biological, adopted or foster parent; stepparent; legal guardian of the employee or an employee's spouse or domestic partner; or a person who stood *in loco parentis* when the employee or the employee's spouse or domestic partner was a minor child);
- Spouse;
- Domestic partner;
- Sibling (including a biological, foster or adoptive sibling; stepsibling; or a halfsibling); or
- Any other person whose close association with the employee is the equivalent of a family relationship.

Notice

Employees must provide the Company with reasonable advance notice of their need to take Victims of Crime or Abuse Leave unless advance notice is not feasible. If advance notice is not feasible or an unscheduled absence occurs, the employee must provide the Company documentation certifying their absence under this policy. Acceptable documentation includes:

- A police report indicating that the employee was a victim;
- A court order protecting or separating the employee from the perpetrator of the qualifying act of violence;
- Evidence from a court or prosecuting attorney that the employee appeared in court;
- Documentation that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the qualifying act of violence from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor; or
- Any other form or documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf.

The Company will make reasonable efforts to keep the employee's request for leave under this policy confidential, to the extent allowed by law.

Reasonable Accommodation

The Company will also provide reasonable accommodations for an employee who is a victim or whose family member is a victim of a qualifying act of violence who requests an accommodation for the employee's safety while at work. For purposes of this policy, reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work

Legacy Farms Employee Handbook

telephone, permission to carry telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization. The Company is not required to provide a reasonable accommodation to an employee who has not disclosed their status or their family member's status as a victim. The Company may request that an employee requesting a reasonable accommodation provide a written statement signed by the employee (or an individual acting on the employee's behalf) certifying that the accommodation is for a purpose authorized by this policy.

Use of Sick, Personal, Vacation Time and Other Leave

An employee taking leave under this policy may take up to 12 weeks of leave. Employees taking leave use vacation, personal leave, paid sick leave or compensatory time off that is otherwise available. Additionally, employees may take up to 10 days of leave for a family member who is a victim of a qualifying act of violence who is not deceased as a result of a crime; however, the Company may limit the leave to 5 days if leave is to help relocate or engage in securing a new residence or enrolling a child in a new school or child care facility when the family member is the victim of a nonfatal crime. Leave under this policy runs concurrently with leave taken pursuant to the Family and Medical Act and the California Family Rights Act, if the employee is eligible for leave under either law.

Volunteer Firefighter and Reserve Police Leave (CA)

Eligible employees may take temporary unpaid leaves of absence, up to 14 days per calendar year, for engaging in fire, law enforcement or emergency rescue training. Employees are eligible for leave under this policy if they are volunteer firefighters, reserve peace officers or emergency rescue personnel and require time off for fire, law enforcement or emergency rescue training.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county, district, or other public or municipal corporation or political subdivision in which the department is located or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" means any person who is a volunteer or paid officer, employee or member of a fire department, fire protection or firefighting agency who performs first aid and medical services, rescue procedures and transportation or other related activities necessary to ensure the health and safety of a person in immediate danger. This includes employees who work for the federal government; California state government; a city, county, city and county, district, or other public or municipal corporation or political subdivision of California; a sheriff's department, police department or a private fire department; or a disaster medical response entity sponsored by California state.

The Company will not discharge, threaten with discharge, demote, suspend or in any manner discriminate in the terms and conditions of employment against an employee for taking leave under this policy. Employees who take leave under this policy are entitled to reinstatement upon completing their leave of absence for fire, law enforcement or emergency rescue training.

Witness and Victim of Crime Leave Policy (CA)

Legacy Farms Employee Handbook

The Company will allow employees who were victims of certain covered felony crimes or have immediate family members, registered domestic partners or children of domestic partners who were victims of certain felony crimes to take unpaid time off from work to attend judicial proceedings related to those crimes. Employees also have the right to take off work for jury service, as provided in the Company's Jury Duty Policy.

Eligibility

Employees are eligible for Witness and Crime Victim Leave if they or their family member are victims of certain covered crimes.

Victim means a person against whom one of the following crimes has been committed:

- A violent felony;
- A serious felony; or
- A felony provision of law proscribing theft or embezzlement.

Employees may take leave under this policy for the following felony offenses:

- Vehicular manslaughter while intoxicated;
- Felony child abuse likely to produce great bodily harm or death;
- Assault resulting in the death of a child under eight years of age;
- Felony domestic violence;
- Felony physical abuse of an elder or dependent adult;
- Felony stalking;
- Solicitation for murder;
- A serious felony;
- Hit-and-run causing death or injury;
- Felony driving under the influence causing injury;
- Sexual assault; and
- Theft or embezzlement.

Immediate family members shall include the following:

- Spouse;
- Child;
- Stepchild;
- Brother;
- Stepbrother;
- Sister;
- Stepsister;
- Mother;
- Stepmother;
- Father;
- Stepfather; or
- Designated person.

Legacy Farms Employee Handbook

Judicial proceedings related to the crime include, but are not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision or any proceeding where a right of that person is an issue.

Notice

Employees must provide the Company with reasonable advance notice of their need to take Witness and Crime Victim Leave unless advance notice is not feasible. Providing notice shall include providing the Company with a copy of the notice of each scheduled proceeding provided to the victim by the agency responsible for giving notice.

When advance notice is not feasible or an unscheduled absence occurs, the employee must provide the Company, within a reasonable time after absence, documentation of the judicial proceeding, including from a court, government agency, district attorney, prosecuting attorney's office or the victim or witness office that is advocating on behalf of the victim, a police report indicating that the employee was a victim of a felony crime listed in this policy or documentation from a medical professional, health care professional, counselor, or domestic violence or sexual assault advocate that the employee was undergoing treatment from physical or mental injuries or abuse.

The Company will make reasonable efforts to keep any records regarding the employee's absence from work under this policy confidential.

Use of Sick, Personal, Vacation Time and Other Leave

While Witness and Victims of Crime Leave is unpaid, eligible employees may use accrued and unused sick days, vacation, personal leave or other paid time off to attend judicial proceedings.

Religious Observance Policy

The Company respects the individual religious beliefs and practices of all employees. To this end, the Company complies with all applicable federal, state and local laws that prohibit discrimination based on religion. Additionally, the Company will reasonably accommodate an employee's sincerely held religious beliefs and practices unless doing so would create an undue hardship on the Company.

An employee whose religious beliefs and practices conflict with their job duties, schedule or any Company policy on dress or appearance and who seeks religious accommodation must notify the Company that an adjustment is needed. The employee can do this by submitting a written request to Human Resources. The employee's request should include the specific Company policy or practice that conflicts with the employee's religious beliefs and practices and identify the accommodation being requested. After receiving the employee's request, the Company will engage in an interactive dialogue with the employee to discuss potential accommodations that could resolve the conflict between the employee's religious beliefs and practices and the work requirement. If needed, Human Resources will meet with the employee concerning their request. The employee's request will be evaluated to determine whether a conflict exists and whether an accommodation is available that is reasonable and would not create an undue hardship on the Company. Examples of adjustments to accommodate an employee's religious beliefs or practices include flexible or alternative scheduling, voluntary shift substitutions, job reassignment or lateral transfers, or exceptions to dress or grooming requirements. The Company is not required to provide the specific accommodation requested by the employee and can provide an alternative accommodation.

Legacy Farms Employee Handbook

Additionally, the Company provides one day of paid leave annually to employees who, for religious reasons, must be away from the office on days of normal operation. Employees must follow the Company's notice requirements when requesting time off. Beyond this, the Company will work with individual employees to provide reasonable accommodations that allow for personal religious practices and do not create an undue hardship on the Company.

The Company will not discriminate or retaliate against an employee who requests a religious accommodation or leave for religious reasons under this policy.

Paid Sick Leave (Accrual Method) (CA)

The Company provides eligible employees with paid leave under California's Healthy Workplaces, Healthy Families Act, also referred to as the state paid sick leave law. Employees in certain localities may be entitled to additional paid sick leave benefits under local ordinances. To the extent local paid sick leave benefits differ from the policy below, the Company will generally provide the benefit that is most generous to the employee, but employees should contact the Human Resources for more information on how state and local laws apply to a particular situation.

Eligibility

All employees who work at least 30 days for the Company within a year in California are eligible for paid sick leave, including part-time, per diem and temporary employees.

However, some employees may be exempt from paid sick leave under the law, including certain air carrier employees, railroad employees and certain collectively bargained construction employees. Please contact the Human Resources for more information regarding these exemptions.

Leave Usage

Employees may use up to a maximum of 40 hours or five days of paid sick leave each year (whichever is more). Paid sick leave may be used for:

- The diagnosis, care or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member;
- For specified purposes if the employee or a family member is the victim of a crime;
- An appearance in court as a witness to comply with a subpoena or other court order when the employee is a victim of any crime; and
- To serve on an inquest jury or trial jury.

Additionally, agricultural workers (as defined by state law) who work outside may use paid sick leave to avoid smoke, heat and flooding conditions created by a local or state emergency.

Employees are not required to search for or find a replacement worker as a condition of using the paid leave available to them.

Definitions

"Family member" means:

Legacy Farms Employee Handbook

- A child (biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in place of a parent);
- A biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in place of a parent when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling;
- A designated person, which means a person identified by the employee at the time the employee requests paid sick days (the Company may limit an employee to one designated person per 12-month period for paid sick days).

Accrual

Employees may use their sick leave beginning on the 90th day of employment, after which day they may use paid sick days as they are accrued.

In general, employees will accrue sick leave at the rate of one hour per every 30 hours worked. In the event the Company uses a different accrual schedule, employees will be able to accrue at least 24 hours or three days of paid sick leave (whichever is more) by their 120th day of employment (or each calendar year, or in each 12-month period), and at least 40 hours or five days of paid sick leave (whichever is more) by their 200th day of employment (or each calendar year, or in each 12-month period).

Carryover

Employees may carry over accrued sick leave from one year to the next, up to a cap of 80 hours or 10 days (whichever is more). More generous total accrual caps may be available to employees in certain locations. Please contact the Human Resources for more information.

Notice

If the need for sick leave is foreseeable (e.g., for scheduled doctors' visits), employees must provide the Company with reasonable advance notice. If the need for sick leave is unforeseeable (e.g., in the case of unanticipated illness or a medical emergency), employees must provide the Company with notice as soon as practicable.

Rate of Pay

The Company will compensate employees for paid sick days at the same wage rate that they normally earn during regular work hours.

Payout on Termination

Employees will not be paid for their accrued, unused paid leave upon separation of employment. Employees that separate from employment and get rehired by the Company within 12 months will be able to restore their previously accrued and unused paid sick leave.

Other Paid Leave Options

This policy outlines the minimum standards for paid sick leave under the California Healthy Workplaces, Healthy Families Act. To the extent any of the Company's policies exceed the benefits provided by the law, they will be outlined in the Notice to Employee form and/or in other policies. To the extent the Company's policies pertaining to other types of paid leave differ from this policy, the policy providing the greater benefit to employees will govern. Employees are encouraged to contact the Human Resources for comprehensive information regarding leave rights in a particular situation.

Nondiscrimination or Retaliation

The Company will not retaliate or discriminate against an employee who requests paid sick days or uses paid sick days.

Voting Policy (CA)

The Company encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. The Company, therefore, requests that you schedule your voting before or after your work shift. However, if you do not have sufficient time outside of your working hours to vote in a statewide election, the Company will provide you with leave that enables you to vote. Two hours of this time off will be paid.

Time off for voting must be taken at the beginning or end of your regular work shift, whichever allows the most time to vote with the least amount of time off from work. Different timing of this leave may be available upon mutual agreement between you and the Company.

If you know or believe you will need time off on the third working day before election day, you must give the Company at least two working days' notice that time off for voting is desired.

Workplace Safety

Alcohol Consumption

The Company is committed to providing a safe, productive and professional workplace for all employees. Consequently, the Company maintains an alcohol-free workplace. While on the Company's premises and conducting business-related activities, employees are prohibited from using, possessing, distributing, selling or being under the influence of alcohol. The Company does not tolerate employees being under the influence of alcohol while at work. To that end, alcoholic beverages are not to be served in offices or work areas. Additionally, employees must refrain from consuming alcohol during their lunch hour, unless they attend a pre-approved event by the Company.

At times, the Company may sponsor business or social events where alcohol may be served, including Company or department outings, networking or industry events, business-related receptions and happy hours. Alcohol may only be served at Company functions or events with the express permission of the Company's president or executive director. During such events, the Company encourages all employees to maintain a level of professionalism when in the presence of alcohol and to avoid excessive alcohol consumption. If an employee chooses to consume alcohol at these events, the employee must do so responsibly and in moderation. Generally, employees should limit their intake to two alcoholic beverages at such events. All other Company policies regarding acceptable conduct remain applicable to events on-site or off-site where alcohol may be present.

Violations of this policy may result in disciplinary action, up to and including termination.

The Company reserves the right to conduct alcohol testing if an employee is suspected of being under the influence of alcohol during working hours or if there is an incident involving safety.

Employees who may be struggling with alcohol dependency are encouraged to seek help. The Company may offer support through Employee Assistance Programs and referrals to counseling or rehabilitation services. The Company will keep all requests for assistance confidential.

Drug-free Workspace Policy

The Company takes the problem of illegal drug abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of the Company's employees, subjects all employees and visitors to the Company's facilities to unacceptable safety risks and undermines the Company's ability to operate effectively and efficiently.

The Company is committed to providing a safe, productive and professional workplace for all employees. Consequently, the Company maintains a drug-free workplace. While on the Company's premises and conducting business-related activities, employees are prohibited from using, possessing, distributing, selling or being under the influence of illegal drugs or other intoxicating substances. The Company does not tolerate employees being under the influence of illegal drugs or other intoxicating substances while at work.

Employees are prohibited from the following when reporting to work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

Legacy Farms Employee Handbook

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia; or
- Being under the influence of drugs or an intoxicating substance or having a detectable amount of illegal or controlled substance in blood or urine.

Violations of this policy may result in disciplinary action, up to and including termination.

Employees convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than five days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence or other penalty. Disciplinary action will be taken for drug-related crimes, regardless of whether they happen during working hours or on an employee's own, in accordance with applicable laws.

The Company reserves the right to conduct drug testing if an employee is suspected of being under the influence of illegal drugs or other intoxicating substances during working hours or if there is an incident involving safety. Drug testing will be carried out in accordance with any applicable federal, state or local laws and regulations.

Employees who may be struggling with drug dependency are encouraged to seek help. The Company may offer support through Employee Assistance Programs and referrals to counseling or rehabilitation services. The Company will keep all requests for assistance confidential.

Drug and Alcohol Testing

The Company is committed to protecting the safety and well-being of all employees in the workplace. The Company recognizes that alcohol abuse and drug abuse pose a significant threat to the Company's goals. The Company has established a drug-free workplace policy that balances the Company's respect for individuals with the need to maintain an alcohol- and drug-free environment.

Any individual who conducts business for the Company or applies for a position with the Company is covered by the Company's drug-free workplace policy. The Company's policy includes, but is not limited to, full-time employees, part-time employees, volunteers, contractors, interns and applicants. The Company's drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this policy applies during all working hours, whenever an individual is conducting business or representing the Company, and while an individual is on call, on company property, operating Company-provided vehicles and at company-sponsored events.

It is a violation of this policy to use, sell, possess, trade and/or offer to sell alcohol, illegal drugs or intoxicants. In accordance with the federal Drug-Free Workplace Act, individuals convicted of a criminal drug violation, including misdemeanors, occurring on company property or company time must notify the Company within five calendar days of the conviction. This includes any findings of guilt, pleas of "no contest" and impositions of fines, jail sentences or other penalties. The Company will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

While the use of marijuana has been legalized under various state laws for medical and, in some instances, recreational use, it remains illegal under federal law, and its use in the workplace is strictly prohibited by this policy. However, the Company will not take adverse actions or otherwise discriminate against an employee or applicant who is an authorized medical marijuana user based solely on that status.

Disciplinary Actions

Employees who test positive for drugs and/or alcohol, or who refuse to submit to testing, will be subject to disciplinary action(s), up to and including termination. No employee who tests positive for drugs and/or alcohol will be allowed to return to work until they have done the following:

- Signed the Rehabilitation Agreement form;
- Successfully completed an assessment and/or treatment for drug and/or alcohol abuse;
- Received certification from a qualified medical professional that they are free from drug and/or alcohol use; and
- Taken a drug and/or alcohol test, received negative test results and consented to follow-up testing.

Testing

Employees are subject to drug and alcohol testing at any time, with or without notice. To ensure accuracy and fairness, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines, where applicable, and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

- **Pre-employment Testing:** Job applicants may be required to take and pass a drug and/or alcohol test before they may officially be hired by the Company. Each applicant will be notified that a drug and/or alcohol test is required as part of the interview process and that any and all job offers are contingent upon successfully passing a drug and/or alcohol test.
- **Periodic Group Testing:** Employees may periodically be required to submit a specimen for an unannounced drug and/or alcohol test. Employees will be given short notice of the test and will be told when the testing will occur.
- **Random Testing:** Every employee has the chance of being selected to provide a specimen for a drug and/or alcohol test. Such random testing will take place annually. Selection for testing will be done to ensure that the selection of individuals is done at random.
- **Reasonable Suspicion Testing:** If there is suspicion that an employee is under the influence of drugs and/or alcohol while on company property or time, the employee will be required to take a drug and/or alcohol test. Employees will not be allowed to drive themselves to the testing facility. A member of management will escort the employee and make arrangements for the employee to be transported home. Reasonable suspicion will be based on observable instances or actions such as, but not limited to, the following:
 - Dangerous conduct;
 - Unexplained decrease in job performance;
 - Hostile interpersonal relations;
 - Possession of drug paraphernalia;
 - Noticeably reduced short-term memory;
 - Physical symptoms (including bloodshot eyes, slurred speech and vomiting);
 - Anxiety; and
 - Inability to concentrate.
- **Post-accident Testing:** Every employee who is directly involved in, or whose actions contributed to, an accident on the job must submit to a drug and/or alcohol test as soon as possible after the

Legacy Farms Employee Handbook

incident occurs. Accidents include all Occupational Health and Safety Administration (OSHA) recordable incidents, actions or omissions that result in near-miss accidents and accidents involving injury requiring first aid or off-site medical attention. Accidents also include property damage caused by human error.

- **Follow-up Testing:** Employees who have tested positive for drugs and/or alcohol, and employees who have attended drug and/or alcohol-related counseling may not return to work until they have been evaluated by a medical professional in a substance abuse treatment facility and have successfully passed a drug and/or alcohol test. Employees who return to work will be subject to follow-up tests, all of which will be unannounced.
- Any employee who tests positive will be immediately removed from duty.

Each of the following actions constitutes a refusal to submit to testing:

- Failure to provide an adequate urine, blood, breath or saliva specimen for a drug and/or alcohol test without a valid medical explanation;
- Failure to be escorted to a testing facility;
- Tampering with, adulterating or diluting a specimen; or
- Refusing to sign a Chain of Custody form at the testing facility.

The Company will obtain an employee's written consent prior to testing and will pay for the costs of the test. Employees will be compensated at their regular rate of pay for the time spent submitting to a Company-required drug or alcohol test. Employees do have the option to refuse to submit to drug and/or alcohol tests; however, doing so will constitute a violation of this policy. Refusal to take a drug and/or alcohol test will also be considered a positive test result, which subjects the employee to disciplinary action(s), up to and including termination. Job applicants who refuse to submit to drug and/or alcohol testing will not be considered for employment.

Collection of Specimens and Testing

The Company subscribes to the collection and testing procedures outlined by SAMHSA. This protocol protects the privacy and confidentiality of the employee. Under certain circumstances, protocol requires that specimen donors provide a fresh specimen in the presence of a witness; however, this only occurs if there is suspicion of any of the following:

- The specimen is not from the donor;
- The specimen was altered or tampered with;
- The collection is part of a post-treatment monitoring program; or
- The donor adulterated the previous specimen.

All specimens collected for drug and/or alcohol testing will be processed using employees' Social Security numbers as identification to ensure confidentiality.

Necessary Forms

Specimens will be tracked using a Custody and Control Form from the point of submission through destruction. Employees submitting specimens will be required to sign the Custody and Control Form. If an employee does not sign this form, a retest will be requested. An employee who refuses to sign after it is requested of them will be considered as having refused testing and will be subject to disciplinary action, up to and including termination.

Laboratory Testing

All drug and/or alcohol testing will be conducted in a laboratory certified by the U.S. Department of Health and Human Services (HHS), according to the following procedures: (1) specimens will be screened for amphetamines, benzoylecgonine (cocaine), opiates, phencyclidine (PCP) and tetrahydrocannabinol (THC or marijuana); and (2) test results will be confirmed by gas chromatography/mass spectrometry (GC/MS). The Company reserves the right to test for other substances as well.

No specimen will be considered positive until it has been confirmed at the level established by HHS. If no established levels have been set by HHS for a tested substance, the Company will hold the testing facility responsible for establishing an acceptable level.

Test results for alcohol revealing a blood alcohol content of .04 or greater will be considered positive.

Results

Positive test results will be reported to the Medical Review Officer (MRO), who will then contact the employee to discuss the results. Should the MRO be unable to contact the employee, the MRO will contact the Company for assistance. If the MRO cannot make contact with the employee within five days of testing or the results reveal a major safety concern, the MRO may disclose positive test results to the Company. At that point, the Company reserves the right to take the employee off active duty until the MRO is able to contact the employee. When the MRO does contact the employee, and only if the employee can provide a viable reason for why the test came back positive, then the positive test result will be reported to the Company as negative.

Use of Prescription Medications

Nothing in this policy prohibits the appropriate use of prescription medication as legally prescribed by a licensed physician. If an employee is taking prescription medication with potential side effects that may infringe on the safety of the employee or others, the employee must notify the Company. Failure to do so may result in disciplinary action, up to and including termination.

The Company may contact the employee's physician to investigate whether it is necessary to impose restrictions on job duties as a result of the employee's use of prescription medication. If the Company and the physician determine that the employee should be removed from performing their job duties, the Company will notify the employee immediately.

Confidentiality

Results of all drug and/or alcohol testing will be kept separate from employee personnel files and treated as confidential information. No results, whether positive or negative, will be shared with anyone outside of the employee's direct supervisory chain of command, except when necessary for treatment or physician confirmation purposes.

However, the Company may disclose the results of a drug and/or alcohol test to decision-makers in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee.

Employee Assistance Program Policy

Legacy Farms Employee Handbook

The Company knows that substance abuse problems affecting individual employees may also affect their job performance and personal lives. Although employees can usually resolve issues on their own, at times, they may benefit from additional assistance. The Company offers a free and confidential counseling service to employees and their family members (if applicable). This Employee Assistance Program (EAP) includes short-term counseling as well as referral services. This service is staffed by specialists qualified to assist with alcohol, drug, medical, marital, financial, legal, family and emotional problems.

The EAP is available to all employees but is not required except when job performance, attendance or job responsibilities are negatively affected. All employees are welcome to make use of these services to better their personal lives.

In addition, an employee who voluntarily comes forward before violating this policy will be given the opportunity to seek treatment in accordance with the Voluntary Rehabilitation Agreement. In the event of a positive drug and/or alcohol test result, the Company will refer the individual to available resources, either at the employee's expense or, if applicable, as covered by the Company's health plan. Prior to entering treatment, the employee will be required to sign a form consenting to the release of information regarding their treatment and return to work status. Upon leaving the treatment facility, an evaluation will be required to demonstrate that treatment was completed successfully.

If treatment requires time off from work, the time will be unpaid, unless paid vacation, sick leave or other earned time off is used. Upon return to work, the Company will remain in contact with the treatment facility to ensure ongoing compliance with the recommended treatment. In addition, the employee will be required to submit to drug and/or alcohol testing for up to 60 months, at the discretion of the Company. Should the individual test positive for any substance at any point during that time, the employee will be immediately terminated.

Reporting Injuries and Illnesses

The Company is committed to establishing and maintaining a comfortable and safe working environment for all employees. Safety is often taken for granted in an office environment. Though generally, we may not be exposed to the same degree of risk as employees of a manufacturing firm or health care facility, we must still recognize that safety risks are present and take steps to reduce the risk of injury or illness. Safety is everyone's responsibility.

All work-related injuries and illnesses must be reported immediately to Human Resources, even if you are not sure whether they are truly work-related. Small, seemingly minor injuries left untreated can result in severe conditions.

Human Resources will complete an Accident Report based on the information you provide. Report injuries and illnesses immediately so that we can investigate and incorporate corrective action to prevent more injuries.

If you see any potential hazards that need attention, notify Human Resources immediately.

Smoking Policy

The Company is committed to providing a safe and healthy workplace and promoting the health and well-being of its employees. Therefore, to provide a safe and healthy working environment for all employees, smoking or tobacco use is strictly prohibited in all areas of the Company's premises, including public areas,

conference rooms, cafeterias, break areas, patios, stairwells and restrooms, company vehicles or within 20 feet of any building entrance, window or ventilation system. For purposes of this policy, smoking is defined as the use of cigarettes, electronic cigarettes, cigars or pipes of any kind.

Smoking Policy (CA)

In order to provide a safe and comfortable working environment for all employees, smoking and the use of electronic cigarettes are strictly prohibited at all times inside any Company building or vehicle.

Substance Abuse Policy

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, illegal drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline, up to and including discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on the Company's premises or at any time and any place during working hours. While the Company cannot control an employee's behavior off the premises on the employee's own time, the Company encourages employees to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. Employees may ask their immediate supervisor, designated manager or the Human Resources for assistance in seeking help to address substance abuse. An employee's immediate supervisor, designated manager or the Human Resources can help the employee determine coverage available for such assistance and treatment under the Company's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Workplace Safety and Accident Rules

The Company wants to ensure that all employees remain safe and injury-free at all times. The Company complies with all applicable safety laws and regulations. To ensure that accidents are avoided whenever possible, the Company expects employees to refrain from horseplay, careless behavior and negligent actions in the workplace. It is the Company's policy to maintain a safe and secure working environment for all employees, clients and visitors.

While working, employees must observe safety precautions to ensure their own safety and the safety of others. All work areas must be kept clean and free of clutter and debris. Employees should only use equipment, machinery and tools if they are authorized and properly trained. Where applicable, employees

Legacy Farms Employee Handbook

must wear required personal protective equipment, such as gloves, helmets, safety glasses and masks. Any hazards, potentially dangerous conditions and equipment malfunctions must be corrected immediately or reported to a supervisor or the Human Resources. All employees are responsible for participating in safety training, following safety instructions, correcting or reporting unsafe behavior and encouraging others to work safely.

If an employee is involved in an accident, the employee must:

- Report the accident to their supervisor or the Human Resources immediately;
- Obtain any necessary medical treatment;
- Complete an Accident Report, regardless of the severity of the injury, within 24 hours of the accident or incident; and
- If the employee must seek additional medical treatment, obtain their supervisor's consent before leaving the premises.

If the accident or incident results in a serious injury, employees should also call 911. Additionally, if there are any internal or external investigations related to the accident, employees are required to assist in the investigation. Employees who fail to comply with this procedure may be subject to disciplinary action, up to and including termination.

To help ensure the safety of all employees, first aid kits are available at designated locations. Emergency exits, fire extinguishers and alarm pull stations must be kept clear and accessible at all times. Employees should familiarize themselves with the building's evacuation routes and emergency protocols.

To ensure the health and safety of employees and the security of the Company's equipment and facilities, the Company prohibits the possession, use of illegal drugs or dangerous weapons, or unsponsored use of alcohol on Company property. A license to carry a dangerous weapon on Company property does not supersede Company policy. Any employee who violates this policy will be subject to prompt disciplinary action, up to and including termination.

The Company reserves the right at any time and at its discretion to search all Company-owned, rented or leased vehicles and all vehicles, packages, containers, briefcases, laptop bags, purses, lockers, desks, enclosures and persons entering Company property, to determine whether any weapon has been brought onto the Company's property in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

Employees are strictly prohibited from willfully disregarding the Company's safety rules, tampering with safety devices or equipment, failing to report accidents or injuries, working under the influence of illegal drugs or alcohol and engaging in violent or threatening behavior. Engaging in these behaviors may result in disciplinary action, up to and including termination.

Any violation of this policy may lead to disciplinary action, up to and including termination of employment.

Workplace Violence Prevention

The Company is committed to preventing workplace violence and ensuring a safe workplace for all employees. The Company will not tolerate violence or threats of violence of any form in the workplace, at work-related functions or outside of work if it affects the workplace. This policy applies to Company employees, clients, customers, guests, vendors and persons doing business with the Company.

Legacy Farms Employee Handbook

It is a violation of this policy to engage in any conduct, verbal or physical, that intimidates, endangers or creates the perception of intimidation or intent to harm persons or property. Examples include, but are not limited to, the following:

- Physical assaults or threats of physical assault, whether made in person or by other means (e.g., in writing or by phone, fax or email);
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of another individual;
- Possessing, brandishing or using firearms, explosives or weapons, concealed or otherwise, while on the Company's premises or on working time while representing the Company;
- Violating a restraining order, order of protection or other court order;
- Intentionally damaging the Company's property or the property of another employee; or
- Any other conduct or acts that the Company believes represent an imminent or potential danger to safety or security.

Employees should immediately report any potentially dangerous situations to their manager or the Human Resources. The Company will protect the identity of the individual making a report to the maximum extent possible, except where there is a legitimate need to know. The Company will promptly and thoroughly investigate any reported occurrences or threats of violence. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation. Violations of this policy will result in disciplinary action, up to and including immediate termination. When such actions involve non-employees, the Company will take action appropriate for the circumstances. When appropriate, the Company will also take any legal actions available and necessary to stop the conduct and protect the Company, its employees and property.

The Company will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities.

If employees have questions about this policy or behaviors that fall under this policy, they should discuss them with their supervisor or the Human Resources.

Trade Secrets and Inventions

Confidentiality and Nondisclosure of Trade Secrets

All employees are required to protect the confidentiality of the Company's confidential information, proprietary information and trade secrets.

During an employee's employment with the Company, the employee may have access to confidential and proprietary information, which is not generally known by competitors or within the Company's field of business. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to, the following:

- Data relating to the Company's marketing and servicing programs;
- Procedures and techniques;
- The criteria and formula used by the Company in pricing its products and services;
- Lists of customers and prospects;
- The identity, authority and responsibilities of key contacts at the Company's accounts;
- The composition and organization of accounts' businesses;
- The peculiar risks inherent in their operations;
- Sensitive details concerning the structure, conditions and extent of their existing products and services;
- Contract expiration dates;
- Commission rates;
- Service arrangements;
- Proprietary software, web applications and analysis tools; and
- Other data showing the particularized requirements and preferences of the accounts.

This Confidential Information is a valuable asset of the Company, developed over a long period of time and at substantial expense. To protect the Company's interest in this valuable asset, employees must not use any such Confidential Information for their personal benefit or the benefit of any person or entity other than the Company, and use their best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company.

In addition, employees should minimize those occasions on which they take documents, computer disks, laptops, tablets or smartphones containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and with doing an employee's job effectively, to take documents, computer disks, laptops, tablets or smartphones containing Confidential Information outside the office, the employee must take all appropriate precautionary and security measures to protect the confidentiality of the information.

During the course of an employee's employment with the Company, the employee will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of the Company, regardless of whether it is or contains Confidential Information. Upon an employee's termination of employment at the Company, the employee is required to return all such records to the Company and may not retain any copy of such records or make any notes regarding

such records. The Company reserves the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

Employees who violate this policy may be subject to disciplinary action, up to and including termination, and may also be subject to civil liability.

Inventions

Any invention made or conceived by an employee, either solely or jointly, during the course of their employment with the Company, which relates to the Company's business or results from the use of the Company's equipment, resources and facilities, is considered "work for hire" and is the sole property of the Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent and trade secret laws. For purposes of this policy an "invention" is any invention, discovery, improvement, process, design, development, software, technology or other intellectual property, whether or not patentable. Inventions developed using the Company's equipment, resources, facilities, confidential information or during working hours are considered the property of the Company, regardless of whether created on or off the Company's premises. However, any invention made entirely on the employee's own time without using the Company's equipment, resources and facilities and unrelated to the Company's business will belong to the employee.

Employees must disclose any inventions made prior to employment with the Company that may be relevant to their work or the Company's business, and those inventions will remain the employee's property. Additionally, employees must promptly disclose in writing to the Company all inventions they conceive or develop during their employment that relate to the Company's business or utilize of the Company's equipment, resources and facilities.

By accepting employment with the Company, employees agree to assign and hereby assign all rights, title and interest in any inventions to the Company. Employees agree to assist in securing patents, copyrights or other intellectual property protections as required by the Company.

Employees must keep confidential all proprietary information relating to any inventions and may not disclose or use such information except as authorized by the Company.

Upon termination of employment, employees must deliver to the Company all documents, materials and information related to any inventions or other intellectual property developed during their employment.