

# Orientation Checklist

_____	_____	<b>Complete Paperwork</b> *Employee Profile Form *W-4 * I-9
_____	_____	<b>Reviewed Company History</b> *Core Values, Founding Philosophies, Culture
_____	_____	<b>Reviewed Company Policies and Procedures</b> *Using Employee Handbook *Employee Completed the Acknowledgement Form *Employee completed the Tip Polling Agreement
_____	_____	<b>Safe Staff Certification</b> *Once completed, a Safe Staff Card, placed in employee file
_____	_____	<b>Tour of Restaurant</b>

This certifies that \_\_\_\_\_ has completed Tijuana Flats New Employee Orientation, has received the Employee Handbook and is now ready to begin training.

Manager Signature: \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date \_\_\_\_\_

**For use of Managers only:**

Once Orientation is complete, the following items should be placed in the employee's file:

(Double check all forms, to ensure no signatures, or other important information is missing)

- Application
- Profile Form
- W-4 (box 5 completed)
- Acknowledgement Form
- Tip Pooling Agreement (BOH, too!)
- Safe Staff Card
- Orientation Checklist

**\*\*\*The I-9 Form should be completed, with proper documentation, and should be placed in the I-9 Binder. If employee did not bring documentation, they must bring it in within 3 days, in order to continue working.**

# EMPLOYEE ACKNOWLEDGEMENT FORM

The Employee Orientation Handbook describes important information about Tijuana Flats, and I understand that I should consult with my General Manager/Supervisor regarding any questions after receiving and reading the handbook. And if I need further clarification on a policy or procedure the Tijuana Flats Policy Manual is available to me through my immediate supervisor. I understand that if I am interested in the Limited Medical and Dental Plans, the enrollment forms are available to me through my supervisor.

Since the information contained in this handbook and the policy manuals are subject to change, I acknowledge that revisions may occur. Only the CEO along with the Human Resource Department has the ability to adopt any revisions to Policy and Procedures.

I received a copy of the Employee Orientation Handbook and have access to the Tijuana Flats Policy Manual. I understand that it is my responsibility to read and comply with all policies and procedures contained in the handbook/manual and any revisions made to them. This includes, but is not limited to:

- Standards of Conduct
- Fraternalization
- Harassment / Sexual Harassment
- Anti-Violence
- Alcohol Policy

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Employee Name (print)

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Employee Signature

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Date

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Manager/Supervisor Name (print)

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Manager/Supervisor Signature

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Date

# TIP POOLING AGREEMENT

I understand Tijuana Flats Burrito Company ("TJF") requires all cashiers pool their Tips with other cashiers as a condition of their employment with TJF. A copy of the current procedure entitled "Calculating and Distributing Tips" (the "Policy") is attached to this agreement.

I agree to turn over all Tips I receive to TJF in accordance with the Policy. I further agree that such Tips will be pooled with the Tips of all other cashiers and distributed in accordance with the Policy.

I understand that all Tips allocated to me pursuant to the Policy will, in accordance with law, be reported to the IRS as taxable wages and they will be subject to employment tax withholding at a total rate of 7.65%. The allocated Tips will also be subject to income taxes and income tax withholding.

I further understand and agree that TJF may elect to withhold employment and income taxes from my allocated Tips prior to remitting them to me pursuant to the Policy. I further understand that payroll and income taxes allocable to my allocated Tips will be withheld from my non-Tip wages if TJF does not elect to withhold payroll and income taxes from my allocated Tips.

In the event my non-Tip wages are not sufficient to cover the amount of payroll and income taxes TJF is required by law to withhold from my allocated Tips, I agree to promptly remit such taxes to TJF on demand.

TJF shall be permitted to revise the Policy and this agreement at its sole and absolute discretion.

I have read and understand the tip pooling procedures stated above, and agree to participate in the tip pooling and redistribution program from this day forward.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Employee's Name Here)

**\*\*\* Must Be Signed By All New Hires \*\*\***

# Form W-4 (2010)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2010 expires February 16, 2011. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on his or her tax return.

**Basic instructions.** If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, How Do I Adjust My Tax. Withholding, for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax

payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2010. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

## Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent . . . . .	A	_____
B	Enter "1" if: <ul style="list-style-type: none"> <li>• You are single and have only one job; or</li> <li>• You are married, have only one job, and your spouse does not work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul>	B	_____
C	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	C	_____
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return . . . . .	D	_____
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) . . . . .	E	_____
F	Enter "1" if you have at least \$1,800 of child or dependent care expenses for which you plan to claim a credit . . . . .	F	_____
<b>(Note.</b> Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)			
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> <li>• If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then less "1" if you have three or more eligible children.</li> <li>• If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have six or more eligible children.</li> </ul>	G	_____
H	Add lines A through G and enter total here. <b>(Note.</b> This may be different from the number of exemptions you claim on your tax return.) ▶	H	_____
	For accuracy, complete all worksheets that apply. <ul style="list-style-type: none"> <li>• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.</li> <li>• If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$16,000 (\$32,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.</li> <li>• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.</li> </ul>		

----- Cut here and give Form W-4 to your employer. Keep the top part for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="font-size: small; margin: 0;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <div style="font-size: 2em; font-weight: bold; margin: 5px 0;">2010</div>
1 Type or print your first name and middle initial. Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 _____
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____
7 I claim exemption from withholding for 2010, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and</li> <li>• This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.</li> </ul> If you meet both conditions, write "Exempt" here . . . . . ▶		7 _____
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (Form is not valid unless you sign it.) ▶		Date ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)
		10 Employer identification number (EIN)

### Deductions and Adjustments Worksheet

**Note.** Use this worksheet *only* if you plan to itemize deductions, claim certain credits, adjustments to income, or an additional standard deduction.

1 Enter an estimate of your 2009 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2009, you may have to reduce your itemized deductions if your income is over \$166,800 (\$83,400 if married filing separately). See *Worksheet 2* in Pub. 919 for details.) . . . 1 \$ \_\_\_\_\_

2 Enter:  $\left\{ \begin{array}{l} \$11,400 \text{ if married filing jointly or qualifying widow(er)} \\ \$ 8,350 \text{ if head of household} \\ \$ 5,700 \text{ if single or married filing separately} \end{array} \right\}$  . . . . . 2 \$ \_\_\_\_\_

3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . 3 \$ \_\_\_\_\_

4 Enter an estimate of your 2009 adjustments to income and any additional standard deduction. (Pub. 919) . . . . . 4 \$ \_\_\_\_\_

5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 8* in Pub. 919.) . . . . . 5 \$ \_\_\_\_\_

6 Enter an estimate of your 2009 nonwage income (such as dividends or interest) . . . . . 6 \$ \_\_\_\_\_

7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" . . . . . 7 \$ \_\_\_\_\_

8 **Divide** the amount on line 7 by \$3,500 and enter the result here. Drop any fraction . . . . . 8 \_\_\_\_\_

9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 . . . . . 9 \_\_\_\_\_

10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . 10 \_\_\_\_\_

### Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) . . . . . 1 \_\_\_\_\_

2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$50,000 or less, do not enter more than "3." . . . . . 2 \_\_\_\_\_

3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . 3 \_\_\_\_\_

**Note.** If line 1 is *less than* line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4-9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.

4 Enter the number from line 2 of this worksheet . . . . . 4 \_\_\_\_\_

5 Enter the number from line 1 of this worksheet . . . . . 5 \_\_\_\_\_

6 **Subtract** line 5 from line 4 . . . . . 6 \_\_\_\_\_

7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . 7 \$ \_\_\_\_\_

8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . 8 \$ \_\_\_\_\_

9 Divide line 8 by the number of pay periods remaining in 2009. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2008. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . 9 \$ \_\_\_\_\_

**Table 1**

**Table 2**

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$4,500	0	\$0 - \$6,000	0	\$0 - \$65,000	\$550	\$0 - \$35,000	\$550
4,501 - 9,000	1	6,001 - 12,000	1	65,001 - 120,000	910	35,001 - 90,000	910
9,001 - 18,000	2	12,001 - 19,000	2	120,001 - 185,000	1,020	90,001 - 165,000	1,020
18,001 - 22,000	3	19,001 - 26,000	3	185,001 - 330,000	1,200	165,001 - 370,000	1,200
22,001 - 26,000	4	26,001 - 35,000	4	330,001 and over	1,280	370,001 and over	1,280
26,001 - 32,000	5	35,001 - 50,000	5				
32,001 - 38,000	6	50,001 - 65,000	6				
38,001 - 46,000	7	65,001 - 80,000	7				
46,001 - 55,000	8	80,001 - 90,000	8				
55,001 - 60,000	9	90,001 - 120,000	9				
60,001 - 65,000	10	120,001 and over	10				
65,001 - 75,000	11						
75,001 - 95,000	12						
95,001 - 105,000	13						
105,001 - 120,000	14						
120,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Department of Homeland Security  
U.S. Citizenship and Immigration Services

**Form I-9, Employment Eligibility Verification**

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification** *(To be completed and signed by employee at the time employment begins.)*

Print Name: Last	First	Middle Initial	Maiden Name
Address (Street Name and Number)		Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) \_\_\_\_\_
- An alien authorized to work (Alien # or Admission #) \_\_\_\_\_ until (expiration date, if applicable - month/day/year)

Employee's Signature \_\_\_\_\_ Date (month/day/year) \_\_\_\_\_

**Preparer and/or Translator Certification** *(To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.*

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

**Section 2. Employer Review and Verification** *(To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)*

List A	OR	List B	AND	List C
Document title: _____	OR	_____	_____	_____
Issuing authority: _____		_____	_____	_____
Document #: _____		_____	_____	_____
Expiration Date (if any): _____		_____	_____	_____
Document #: _____		_____	_____	_____
Expiration Date (if any): _____	_____	_____	_____	_____

**CERTIFICATION:** I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_\_\_ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)		Date (month/day/year)

**Section 3. Updating and Reverification** *(To be completed and signed by employer.)*

A. New Name (if applicable) \_\_\_\_\_ B. Date of Rehire (month/day/year) (if applicable) \_\_\_\_\_

C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: \_\_\_\_\_ Document #: \_\_\_\_\_ Expiration Date (if any): \_\_\_\_\_

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative \_\_\_\_\_ Date (month/day/year) \_\_\_\_\_

## LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Authorization
<b>OR</b>		<b>AND</b>
1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
	4. Voter's registration card	
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	5. U.S. Military card or draft record	4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
	6. Military dependent's ID card	
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	
	9. Driver's license issued by a Canadian government authority	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	<b>For persons under age 18 who are unable to present a document listed above:</b>	5. Native American tribal document
	10. School record or report card	6. U.S. Citizen ID Card (Form I-197)
	11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record	
		8. Employment authorization document issued by the Department of Homeland Security

**Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)**

Form I-9 (Rev. 02/02/09) N Page 5

## Non-Disclosure and Non-Competition Agreement

Rhythm & Blues MANAGEMENT COMPANY ("Company") and \_\_\_\_\_ ("Employee") hereby enter into this Non-Disclosure and Non-Competition Agreement ("Agreement") and the parties agree as follows:

1. While an employee of Company, or anytime after Employee leaves his or her employment, Employee must not Disclose any of Company's (including Affiliates) Protected Information in any Unauthorized manner or for any Unauthorized purpose. Employee must immediately deliver to Company all property and materials in Employee's possession which contain Protected Information of Company or its Affiliates. While an employee of Company, or anytime after Employee leaves his or her employment, Employee shall not Disclose Protected Information relating to any aspect of the business or operations of the Company or its Affiliates or the Restaurant.

2. While an employee of Company and for one (1) year after termination and within 20 miles of any Restaurant or Planned Restaurant, Employee agrees not to compete with Company or its Affiliates. Notwithstanding the above, Employee may work in a management level or lesser position for a restaurant chain which has been in existence for a minimum period of two years prior to Employee's departure from Company.

3. During the Term of Employment and for one (1) years thereafter, Employee can not offer employment of Company's employees or its Affiliates or otherwise solicit or induce any employee of Company or its Affiliates to terminate their employment.

4. Employee acknowledges that this Agreement is a condition of his/her Employment. Employee acknowledges that the geographical and time limitations are reasonable and properly required for the adequate protection of Company and its Affiliate. Employee acknowledges that Company will only provide training and Protected Information in reliance on the promises Employee makes in this Agreement. Employee acknowledges that this Agreement will not be a barrier to further employment and that his/her skills are such that he/she may obtain other employment suitable despite signing this Agreement.

5. This contract shall be governed by Florida law and all disputes shall be brought in Orange County, Florida. Employee agrees that a breach of this agreement will cause irreparable injury to the Company or its Affiliates for which the remedy at law will be inadequate and would be difficult to ascertain. Therefore, in the event of the breach or threatened breach by Employee, the Company shall be entitled to injunctive relief, in addition to any other rights and remedies Company may have. Company shall not have to obtain a bond.

6. The Definitions attached are hereto fully incorporated into this Agreement.

# Policy Manual

## Definitions

“*Affiliates*” shall mean partners, parents, subsidiaries, sister corporations, any successor entity, and any entity in which the Company has an interest, including but not limited to, an interest as franchisor or joint partner held by an affiliate.

“*Compete*” shall mean participation either individually or jointly with others, directly or indirectly, whether for Employee’s own account (including but not limited to officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, owner or part owner) or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in the development or marketing of a restaurant business with a theme, décor or principal food or service the same as or similar to that Company or its Affiliates (including, but not limited to, Tex Mex restaurants and the franchising of Tex Mex restaurants), then existing or planned for the future, which Employee may learn of or develop while an employee of Company.

“*Disclose*” shall mean to publish, disclose, use, or authorize anyone else to publish, disclose, or use, whether for Employee, individually, or jointly with others, for the benefit of Employee or any third party.

“*Planned Restaurant*” shall include all locations for which the Company is conducting active, bona fide negotiations to secure a fee or leasehold interest with the interest of establishing a restaurant hereon.

“*Protected Information*” shall mean trade secrets, secret or confidential information relating to the business, customers, trade practices, trade secrets, technology, recipes or know-how and all other knowledge, information, documents or materials, owned, developed or possessed by Company whether tangible or intangible form, which include, but are not limited to, Company’s operations, customers, business relationships, products (including prices, costs, sales or content) information or measures, business methods, future business plans, data bases, computer programs, designs, models, operating procedures, knowledge of the organization, Company and other information owned, developed or possessed by Company or its Affiliates.

“*Restaurant*” shall mean a Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC restaurant, including those owned by Company or its Affiliates.

“*Unauthorized*” shall mean: (i) in contravention of Company’s policies or procedures; (ii) otherwise inconsistent with Company’s measures to protect its interests in the Protected Information; (iii) in contravention of any lawful instruction or directive, either written or oral, of a Company employee empowered to issue such instruction or directive; (iv) in contravention of any duty existing under law or contract; or (v) to the detriment of Company; all including its Affiliates.

EMPLOYEE:

Rhythm & Blues MANAGEMENT COMPANY

\_\_\_\_\_

\_\_\_\_\_

By:

Its:

\_\_\_\_\_

## Policy Manual

### **Rhythm & Blues Policy on Sexual Harassment**

**Rhythm & Blues** does not condone or tolerate sexual or other harassment of any employee whether it is by co-workers, supervisors, customers, vendors, franchisees or their employees. It is expected that employees will treat each other with respect. Our policy prohibits harassment in any form, including verbal, visual and physical harassment. Employees who violate this policy will be subject to disciplinary action including suspension and/or discharge.

Sexual advances, requests for sexual favors, and other physical conduct of a sexual nature will be considered to be harassment when:

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

Sexual harassment, racial or ethnic slurs, and other harassing language or conduct have no place in our business. Sexual or other harassment by an employee is grounds for immediate termination.

Any employee who is subjected to or observes such conduct is to contact his/her supervisor or any other supervisor or member of management and Human Resources. The Company will investigate the matter and take appropriate action. All employees are expected to cooperate with the investigation. Information provided by the individual will be treated as confidential and only be provided to those persons who have a need for the information or when it is required in the course of investigating the complaint. Failure to cooperate or providing false information in an investigation can lead to discipline, including discharge.

#### Statement of Understanding

I have read and understand the information on Sexual Harassment in the Workplace and the policy for **Rhythm & Blues** regarding harassment. While employed by **Rhythm & Blues**, I agree to conduct myself in a manner which supports the behaviors outlined in the Personnel Guidelines Manual and above-mentioned document. I further understand that if I behave in a manner that is in violation of these documents, I may be subject to disciplinary action up to and including dismissal.

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EMPLOYEE PROFILE FORM

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

S.S. #: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Store Location: \_\_\_\_\_

Position: \_\_\_\_\_ Wage: \_\_\_\_\_ Are you Serve Safe Certified? \_\_\_\_\_

## File Information (Circle One)

Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights and regulations. In order to comply with these laws, we invite employees to voluntarily self-identify their gender and ethnicity by completing the following Employee Profile information.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information will be kept confidential and will only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual. The Employee Profile information will be kept Confidential.

**Marital Status:** Single      Married

**Ethnic Code:**    White = 1      Black or African American = 2      Hispanic or Latino = 3

Native Hawaiian or Pacific Islander = 4      Asian = 5

American Indian/Alaskan Native = 6      Two or more races = 7

**Gender:**    Male      Female

**Education:**    Diploma      No College      Some College      2 – Year Degree

Coursework Completed

4 – Year Degree

If 2 or 4 Year Degree, what was your major/field of study? \_\_\_\_\_

Which best describes your Previous Experience?

Fine Dining      Cafeteria      Casual      Retail      Other

How did you find out about Rhythm & Blues ? \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# FRATERNIZATION POLICY

## Employment of Relatives/Dating

We do not prohibit employment of relatives, but will not approve job assignments that create or appear to create conflicts of interest or favoritism, as determined by the Company.

- ❖ “Relative” in these instances, includes legal relatives through blood or marriage as well as others living together as a couple or family.
- ❖ No employee can be the approval signature affecting wages, hours, and working conditions of a relative, nor can one relative directly supervise the other.

Without regard to status as “relative,” dating is not allowed between employees with any type of reporting relationship to each other. “Reporting relationship” includes: An Employee with direct or indirect control over, or with the authority to take disciplinary action about the other.

- <sup>a</sup> An Employee, who audits, verifies, receives, or handles money that is the responsibility of the other.

Participation by a manager or supervisor at any social event or function involving team members (i.e. parties, sporting events) should be carefully reviewed to ensure that it does not compromise the integrity of the team member and the Company. Such participation must be approved by the individual’s supervisor in advance so as to avoid subsequent misunderstandings.

Managers/Supervisors who become involved or feel that they may become involved in such a relationship must either request a transfer or ask the individual with whom they may become involved to transfer or seek other employment. Where these dating or living situations exist or where they develop through promotion or transfer, action will be taken to transfer or terminate either of the involved parties within a reasonable period of time after the relationship has developed or was established. If a transfer or termination is necessary, the involved supervisor will recommend, to his/her supervisor, which one of them should be transferred or terminated.

The decision to transfer or terminate is the prerogative of the superior of the involved parties. It is the responsibility of the involved supervisor to make his/her superior aware of the situation. Team members or managers/supervisors who are transferred under the provisions of this policy are transferred solely for the team member’s benefit and the company assumes no obligation to pay expenses for this relocation.

Each situation will be evaluated on an individual basis and decisions will be made in the best interest of the employee and company.

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Employee Signature

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Date

## RHYTHM & BLUES TEAM MEMBER ALCOHOL SERVICE POLICY

Team Members must be **18 years of Age or Older** to participate in the sale, preparation, or service of any Alcohol beverage.

1. **Team Members will not serve alcoholic beverages to anyone under the age of 21.**
  - **Rhythm & Blues** employs a “zero tolerance” policy regarding serving minors
  - It is the law and our policy not to serve any Guest under the legal drinking age of 21
  - Violating this policy you can face immediate termination and are subject to fines and criminal charges
2. **Team Members will ask ALL Guests who look under the age of 30 for proper identification.**
  - *Proper Identification includes:*
  - State-issued driver’s license or State-issued I.D. – not expired, with photo
  - Military I.D. – not expired, with photo / Passport – not expired, with photo
  - *What to look for when checking an I.D.:*
  - Birth date – subtract date from the current year; **the server is personally liable by law to check DOB**
  - i Ensure the height, weight, and photo match of the Guest
  - *What to do if you detect a problem I.D*
  - i Notify a Manager – have the Manager validate I.D.
3. **Team Members will not serve alcoholic beverages to anyone who is intoxicated.**
  - Never serve a Guest alcohol if there are visible signs of intoxication
  - *Visible signs of intoxication:*
  - i Relaxed inhibitions– loud speech, being overly friendly, changing voice from soft to loud
  - i Impaired judgment– complaining about the beverage, being argumentative, using foul language
4. **Team Members will immediately notify a Manager in the event:**
  - y Guest enters the restaurant intoxicated – Manager will refuse service to the Guest
  - y Guest becomes intoxicated – *Manager will cut the Guest off*
  - y Guest attempts to leave the restaurant – Manager will gather information for authorities
  - y Guest displays behavioral changes – *Manager will cut the Guest off*
5. **Team Members will not leave the restaurant in an attempt to recover payment or pursue a Guest.**
6. **Team Members who serve alcoholic beverages (Host, Bartenders, Servers) must be of legal age to sell and serve and successfully complete the required certification requirements.**
7. **Team Members of legal age may consume alcohol at Rhythm & Blues on their day off.**

**The following guidelines apply:**

  - The restaurant must be open for business to the public;
  - The team member may not be in uniform;
  - The team member must be seated in the dining area and being attended to as a Guest;
  - The team member must be consuming food as well as alcohol; and
  - The team member must be held to the same standards of alcohol consumption as a Guest.
8. **Team Members cannot consume alcoholic beverages while working or come to work under the influence**
9. **Any violation of Rhythm & Blues Responsible Alcohol Service Policies will be considered a serious violation.**
  - Disciplinary action will be taken up to and including immediate termination

By my signature below, I hereby acknowledge that I have read, understood, and have fully familiarized myself with the contents of Responsible Alcohol Service, **Rhythm & Blues** policies, and the law.

\_\_\_\_\_  
Team Member’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager’s Signature

\_\_\_\_\_  
Date

## Policy Manual

### **Tip Credit Policy**

Any Employee that receives tips is required by law to report 100% of their tip income. Employees will also be required to sign the Tip Pooling Agreement at the time of hire.

Please follow the steps below for declaring tips on each shift.

1. Ensure that all tips, both cash and credit card are divided for each FOH employee according to the number of hours worked and record that amount on the TIP tracking form for each employee, each shift.
2. At the end of the employee's next shift, the manager will give the employee the tips from the previous day that was recorded on the TIP tracker.
3. The employee will declare all received tips and record them in the register terminal, both the employee and the manager will sign the TIP tracker stating that the tips were received and declared for tax purposes.

### **Tip Pooling Agreement**

I understand Rhythm & Blues Enterprises, LLC and Rhythm & Blues Entertainment, LLC ("TJF") requires all cashiers pool their Tips with other cashiers as a condition of their employment with TJF. A copy of the current procedure entitled "Calculating and Distributing Tips" (the "Policy") is attached to this agreement.

I agree to turn over all Tips I receive to TJF in accordance with the Policy. I further agree that such Tips will be pooled with the Tips of all other cashiers and distributed in accordance with the Policy.

I understand that all Tips allocated to me pursuant to the Policy will, in accordance with law, be reported to the IRS as taxable wages and they will be subject to employment tax withholding. The allocated Tips will also be subject to income taxes and income tax withholding.

I further understand and agree that TJF may elect to withhold employment and income taxes from my allocated Tips prior to remitting them to me pursuant to the Policy. I further understand that payroll and income taxes allocable to my allocated Tips will be withheld from my non- Tip wages if TJF does not elect to withhold payroll and income taxes from my allocated Tips.

In the event my non-Tip wages are not sufficient to cover the amount of payroll and income taxes TJF is required by law to withhold from my allocated Tips, I agree to promptly remit such taxes to TJF on demand.

TJF shall be permitted to revise the Policy and this agreement at its sole and absolute discretion.

I have read and understand the tip pooling procedures stated above, and agree to participate in the tip pooling and redistribution program from this day forward.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Employee's Name Here)

**POLICY STATEMENT ACKNOWLEDGEMENT**

It is the policy of Rhythm & Blues Enterprises, LLC that accident prevention shall be considered of primary importance in all phases of our business. It is the intention of management to provide safe and healthy working conditions and to establish and instill upon safe practices at all times by all employees. The prevention of accidents is an objective affecting all levels of our company and its operations.

We have established the following rules:

- Alcohol or drug use on the job is prohibited at all times.
- Safety glasses shall be worn at all times while operating machinery.
- Other personal protective equipment shall be worn in hazardous areas as needed.
- Removal and bypassing guards on any machine is prohibited. If you need additional equipment or modifications, contact your supervisor immediately.
- Employees shall get help / use teamwork when lifting any item weighing over 50-lbs.
- Seat belts shall be worn by all occupants of any vehicle used for business purposes.
- Advise your supervisor of any hazardous conditions.
- Horseplay and / or any violent act will not be tolerated and is considered grounds for immediate termination.
- Report all injuries to your supervisor immediately.
- Your supervisor must authorize non-emergency treatment for accidents, prior to treatment.

I have read and understand these safety rules and agree to abide by them.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

Where injury is caused by the knowing refusal of the employee to use safety appliances or obey safety rules, Workers' Compensation benefits shall be reduced by 25% (Florida Statute 440.09(5)).

Policy Manual

*Unemployment Compensation Employee Acknowledgment of  
Probation*

**Company Name:** Tijuana Flats

**Employee Name:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**VERY IMPORTANT – this form must be signed by the EMPLOYEE within the first SEVEN (7) days of his or her employment to be valid under the law.**

I understand that I am on probation as an employee for the first ninety (90) days of my employment which started on \_\_\_\_\_(date) for the purpose of the Florida "Unemployment Compensation Law." I understand that if my employer discharges me for unsatisfactory work performance under the Florida "Unemployment Compensation Law" he will not have his account charged for any unemployment benefits I might be eligible for in the future.

I acknowledge that I signed this form within seven (7) days of my employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Employee Name (type of print)

\_\_\_\_\_  
Social Security No.



## Uniform Policy

1. Newly hired prep cooks/line cooks will receive 2 shirts, 1 hat, and 2 aprons in their orientation at no costs. However, if a prep cook/line cooks were to be terminated or resigned he/she must return only their aprons to their respected restaurant. In the case that the aprons are not returned with in 3 days of departure the cost of the aprons will be ducted from their final pay check. In case of the instance that the employee has direct deposit if the aprons are not returned with in 3 days of termination the cost of the aprons will be deducted from their paycheck.
2. Newly hired cashiers will receive 2 shirts in their orientations at no costs and they don't need to be returned in the case of termination and/or resignation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Tijuana Flats Burrito Co.**  
**Equal Opportunity Employer**  
**APPLICATION FOR EMPLOYMENT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Do you have reliable transportation to work: \_\_\_\_\_

Employment Desired: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

Position Desired: Cook \_\_\_\_\_ Cashier \_\_\_\_\_ Other \_\_\_\_\_

**Work Availability**

Monday \_\_\_\_\_ Tuesday \_\_\_\_\_ Wednesday \_\_\_\_\_ Thursday \_\_\_\_\_

Friday \_\_\_\_\_ Saturday \_\_\_\_\_ Sunday \_\_\_\_\_

Have you previously worked for Tijuana Flats? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, Location \_\_\_\_\_ Dates \_\_\_\_\_ Reason for leaving? (Be specific) \_\_\_\_\_

Do you have the ability to perform the essential functions of the job for which you applied, either with or without reasonable accommodations? Yes \_\_\_\_\_ No \_\_\_\_\_

Have you been convicted of a Felony in the last seven years or are you currently under indictment for a Felony? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes:, What Charge \_\_\_\_\_ Where \_\_\_\_\_ Date \_\_\_\_\_

Action taken \_\_\_\_\_

Have you ever been terminated? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, Date \_\_\_\_\_

Reason for termination? \_\_\_\_\_

(Please note that answering 'yes' to these questions will not automatically bar you from employment.

This information will be used only for job-related purposes and only to the extent permitted by law.)

**Education**

Type of School	Name of School	Location	# of years completed	Major / Degree

**Reference Data: Past employment history.**

Date: \_\_\_\_\_ to \_\_\_\_\_ Employer: \_\_\_\_\_ Phone #: \_\_\_\_\_ Job Title: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Reason for leaving (be specific): \_\_\_\_\_

Date: \_\_\_\_\_ to \_\_\_\_\_ Employer: \_\_\_\_\_ Phone #: \_\_\_\_\_ Job Title: \_\_\_\_\_

Responsibilities: \_\_\_\_\_

Reason for leaving (be specific): \_\_\_\_\_

**Please list one personal reference and one work related reference:**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

May we contact the above listed references? Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed; falsified statements on this application shall be grounds for dismissal. I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any information that they may have, personal or otherwise and release the company from all liability for any damage that may result from the utilization of such information.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# EMPLOYEE ACKNOWLEDGEMENT FORM

The Employee Orientation Handbook describes important information about Tijuana

The Employee Orientation Handbook describes important information about Rhythm & Blues, and I understand that I should consult with my General Manager/Supervisor regarding any questions after receiving and reading the handbook. And if I need further clarification on a policy or procedure the Rhythm & Blues Policy Manual is available to me through my immediate supervisor.

Since the information contained in this handbook and the policy manuals are subject to change, I acknowledge that revisions may occur. Only the CEO along with the Human Resource Department has the ability to adopt any revisions to Policy and Procedures.

I received a copy of the Employee Orientation Handbook and have access to the Rhythm & Blues Policy Manual. I understand that it is my responsibility to read and comply with all policies contained in the handbook/manual and any revisions made to them. This includes, but is not limited to:

- Standards of Conduct
- Fraternalization
- Sexual Harassment
- Anti-Violence
- Alcohol policy.

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Supervisor Name (print)

\_\_\_\_\_  
Manager/Supervisor Signature

\_\_\_\_\_  
Date